

Baldwin County Commission



Work Session Meeting Agenda

Monday, July 19, 2021

8:30 AM

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

Regular Meeting Agenda

Tuesday, July 20, 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

Public hearings commence at 8:30 AM.

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

Supporting documentation for the agenda can be viewed in the File ID link of each item. Revisions to agenda items or supporting documentation made after the initial publication are denoted by an asterisk.

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

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

WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE

A ADOPTION OF MINUTES

July 6, 2021, Regular Meeting

B ACTION ITEMS

BA ADMINISTRATION

- | | | |
|------------|---|--------------------------------|
| BA1 | Baldwin Regional Area Transit System Hub Property Located in Foley, Alabama - Termination of Lease Agreement, Acceptance of Property from City of Foley and Reciprocal Easement Agreement | <u>21-0892</u> |
| BA2 | Proclamation / Declaration of a Termination and Lifting of a State of Local Emergency - Coronavirus (COVID-19) Pandemic | <u>21-1058</u> |
| BA3 | Proclamation / Declaration of a Termination and Lifting of a State of Local Emergency - Hurricane Sally | <u>21-1057</u> |
| BA4 | Request from the Vaughn Community for a Community Garden on County-owned Property off Canaan Road in Stockton | <u>21-1085</u> |
| BA5 | Voting Administration - Various Changes to Baldwin County Voting Precincts | <u>21-0771</u> |
| BA6 | E-911 Address Changes for Magnolia Landfill and MacBride Landfill | <u>21-0689</u> |

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- | | | |
|------------|---|--------------------------------|
| BA7 | Correction to Minutes of the Baldwin County Commission September 20, 2019, Regular Meeting | <u>21-1059</u> |
| BA8 | Correction to Minutes of the Baldwin County Commission March 2, 2021, Regular Meeting | <u>21-1064</u> |
| BA9 | City of Fairhope - Annexation Notification | <u>21-1073</u> |
| BE | BUDGET/PURCHASING | |
| BE1 | Competitive Bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment for the Baldwin County Commission | <u>21-1088</u> |
| BE2 | Competitive Bid #WG21-33 - Provision of Painting and Drywall Services for the Baldwin County Commission | <u>21-1021</u> |
| BE3 | Competitive Bid #WG21-34 - Provision of Hydraulic Mulches for the Baldwin County Commission | <u>21-1018</u> |
| BE4 | Competitive Bid #WG21-35 - Provision of Paint Striping Materials for the Baldwin County Commission | <u>21-1019</u> |
| BE5 | Rental of One (1) New Copy Machine for the Baldwin County Finance and Accounting Department Located in Bay Minette, Alabama for the Baldwin County Commission | <u>21-1056</u> |
| BE6 | *Request from the Baldwin County Board of Education to Confirm and Ratify Certain Existing Privilege Excise Taxes for Public School Purposes | <u>21-1091</u> |
| BK | EMERGENCY MANAGEMENT AGENCY (EMA) | |
| BK1 | *Memorandum of Understanding with Retired and Senior Volunteer Program for Assisting Baldwin County Emergency Management Agency as Needed | <u>21-1047</u> |
| BL | ENVIRONMENTAL MANAGEMENT | |
| BL1 | Alabama Department of Corrections (ADOC) Loxley Community Work Center - Work Squad Agreement | <u>21-1050</u> |
| BL2 | Baldwin County Solid Waste Collection and Disposal Services in Certain Areas within the Municipal Limits of City of Bay Minette | <u>21-0981</u> |
| BN | HIGHWAY | |
| BN1 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 8) | <u>21-1077</u> |
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- | | | |
|------------|--|--------------------------------|
| BN2 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 9) | <u>21-1078</u> |
| BN3 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 10) | <u>21-1079</u> |
| BN4 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 11) | <u>21-1080</u> |
| BN5 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 15) | <u>21-1081</u> |
| BN6 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203816 - Pate Road (Tract 10) | <u>21-1076</u> |
| BN7 | Intergovernmental Service Agreement with City of Gulf Shores for Widening of Oak Road West to Incorporate a Westbound Left Turn Lane at Stafford Boulevard | <u>21-1090</u> |
| BN8 | Kelly Pit Mitigation Site - Submittal of Grant Request to Alabama Department of Conservation and Natural Resources for GOMESA Funds | <u>21-1084</u> |
| BO | JUVENILE DETENTION | |
| BO1 | Memorandum of Agreement with Baldwin County Board of Education Concerning the Allocation of Education Trust Fund Monies | <u>21-1063</u> |
| BO2 | Memorandum of Understanding with Baldwin County Board of Education for the Provision of Food Services at Baldwin County Regional Juvenile Detention Center | <u>21-1049</u> |
| BO3 | Memorandum of Understanding with Baldwin County Sheriff's Office for the Provision of Food Services at Baldwin County Regional Juvenile Detention Center | <u>21-1069</u> |
| BQ | PERSONNEL | |
| BQ1 | Highway Department (Bay Minette) - Personnel Changes | <u>21-1065</u> |
| BQ2 | Juvenile Detention Center - Employment of One (1) Detention Technician Position | <u>21-1074</u> |
| BQ3 | Parks Department - Position and Personnel Changes | <u>21-1066</u> |
| BQ4 | Solid Waste Department - Personnel Changes | <u>21-1071</u> |
-

BQ5 Personnel Department - One-time Additional Paid Holiday for County Employees - December 23, 2021 [21-1068](#)

BQ6 Personnel Department - Employee Handbook Change [21-1070](#)

C PRESENTATIONS

D PUBLIC HEARINGS

DR PLANNING AND ZONING

DR1 Case No. Z-21016 - Pate Property Rezoning [21-1075](#)

DR2 Case No. Z-21017 - Kings Court Trust Property Rezoning [21-1067](#)

DR3 Resolution #2021-104 - Adoption of a Moratorium on Billboards in Municipal Planning Jurisdictions of Baldwin County [21-1092](#)

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1 Payment of Bills [21-1062](#)

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [21-1060](#)

F DISCUSSION ITEMS

FA ADMINISTRATION

FA1 Agreements with Baldwin County Municipalities Regarding the Exercise of Subdivision Regulations within the Planning Jurisdiction of the Municipal Planning Commissions [21-1089](#)

FA2 Implementation Plan Update for the Baldwin County Strategic Plan [21-0781](#)

FR PLANNING AND ZONING

FR1 Amendments to Baldwin County Subdivision Regulations [21-1083](#)

G COMMISSIONER REQUESTS

H ADDENDA

HA GENERAL

HA1 Baldwin County Coroner's Office - Site Work and Paving of Parking Area on the North Side of the Coroner's Office [21-1039](#)

HA2 The Baldwin County Public Building Authority - First Supplemental Lease Agreement (Baldwin County Jail Project) [21-1087](#)

I ADMINISTRATIVE REPORT

J COUNTY ATTORNEY'S REPORT

K PUBLIC COMMENTS

L PRESS QUESTIONS

M COMMISSIONER COMMENTS

N ADJOURNMENT



Baldwin County Commission

Agenda Action Form

File #: 21-0892, **Version:** 1

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Baldwin Regional Area Transit System Hub Property Located in Foley, Alabama - Termination of Lease Agreement, Acceptance of Property from City of Foley and Reciprocal Easement Agreement

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the termination of the Lease Agreement between the City of Foley and the Baldwin County Commission originally entered into on June 2, 1969, for the property leased by the County and used as a BRATS Hub (between N. Poplar Street and Juniper Street) in Foley, Alabama, said termination to be effective once the eastern half of the property has been conveyed to the Baldwin County Commission by the City of Foley; and
- 2) Authorize the Chairman to execute a notice of termination of the Lease Agreement to the City of Foley; and
- 3) Authorize the Chairman to execute the Statutory Warranty Deed along with any other necessary documents accepting the subject property from the City of Foley; and
- 3) Authorize the Chairman to execute a Reciprocal Easement Agreement between the City of Foley and the Baldwin County Commission, which allows either party to park vehicles on the other party's portion of the subdivided property and walk between the parcels. The agreement will be effective upon full execution of the document.

The approval of the acceptance of the subject property by Baldwin County and the approval of the Reciprocal Easement Agreement are contingent upon County Attorney's review and approval of the final documents to be received from the City of Foley.

BACKGROUND INFORMATION

Previous Commission action/date: May 17, 2021, BCC Work Session - Discussion
May 18, 2021, BCC Regular Meeting - Last action taken

Background: Final Reciprocal Easement Agreement and Statutory Warranty Deed with exhibits are forthcoming from the City of Foley once the City Council finalizes its approval of the property conveyance.

The City of Foley would like to have a safe room constructed on a property currently leased by the County and used as a BRATS Hub. The property is located between N. Poplar Street and Juniper Street in Foley. The proposed safe room will accommodate up to 200 first responders. The City of Foley has proposed terminating the long-term lease between the City and the County and deeding a portion of the property to the County for use as a parking area for BRATS and first responders.

The Foley City Council took action on July 6, 2021, to begin the process to terminate the lease agreement, convey the eastern half of the property to the County, and approve the cross parking agreement for the property. The City Council will have a public hearing and take final action to finalize the approval at its July 19, 2021, City Council meeting.

When the City builds the safe room on the western portion of the property, a fence with a gate will be placed on the property, with the City providing the County with the gate access or leaving the gate open, whichever option the County prefers.

The original lease agreement for this property was approved on June 2, 1969 between the City of Foley and the Baldwin County Commission. The lease agreement is still in effect and is not due to expire until May 31, 2068.

May 18, 2021, BCC Regular Meeting - The Commission approved the request from the City of Foley regarding the use of a portion of County leased property, currently used as the BRATS Hub, located between N. Poplar Street and Juniper Street in Foley, Alabama, as a location for a proposed first responder safe room and parking area, contingent upon the following terms:

- 1) The City and County terminating the long-term lease on the entire property allowing for the 130-spot parking alternative for the first responder safe room on the western half of the property.
- 2) The County accepting the eastern half of the property from the City as a County-owned property.
- 3) The County and City entering into a cross parking agreement so both the County and the City can use the parking on the property.
- 4) The City coordinating with the County so that the County can book the use of the facility for training needs when the facility is not being used for emergencies or City training.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Yes, County Attorney review and approval is required.

Reviewed/approved by: Pending legal approval at this time. 07/09/2021 akg

Additional comments: Chairman will execute the Statutory Warranty Deed, Reciprocal Easement Agreement, and any other documents at a later date, pending Foley City Council final approval and County Attorney final review and approval of documents.

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Correspondence to the City of Foley (include a copy of the lease agreement with correspondence).

The Honorable Ralph Hellmich, Mayor
City of Foley
407 E. Laurel Avenue
Foley, Alabama 36535
Attn: Michael Thompson, City Administrator

cc:
Wayne Dyess
Ann Simpson
Cian Harrison

Ron Cink
Wanda Gautney

Additional instructions/notes: Administration - Do not update contract on BCAP until lease termination date is determined, add to Tickler and follow up. Begin Deed Book preparations for this property acquisition by adding previous agenda items/minutes, deed book entry name: BRATS Hub Property Foley.

STATE OF ALABAMA

BALDWIN COUNTY

THIS LEASE AND AGREEMENT, made and entered into, in duplicate, on this the 2 day of June, 1969, by and between the CITY OF FOLEY, a municipal corporation, hereinafter referred to as "Lessor", and BALDWIN COUNTY, hereinafter referred to as "Lessee", WITNESSETH:-

That for and in consideration of the sum of ONE DOLLAR (\$1.00) this day cash in hand paid to the Lessor by the Lessee, receipt whereof is hereby acknowledged, and of the mutual covenants herein contained, the Lessor has and by these presents does hereby LEASE and RENT to the Lessee, the following described real estate in Baldwin County, Alabama, to-wit:-

Beginning at the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 21, Township 7 South, Range 4 East, which is also the intersection point of the center lines of an East and West Street, Berry Avenue, and a North and South Street, Juniper Street; thence run due South along centerline of Juniper Street for a distance of 417.4 feet to a point; thence run due West for a distance of 417.4 feet to a point; thence run due North for a distance of 417.4 feet to a point on the center line of Berry Avenue; thence run due East along the center line of Berry Avenue for a distance of 417.4 feet to the point of beginning. The above lot to contain 4.0 acres, more or less, and being in the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 21, Township 7 South, Range 4 East,

This property is to be used by the Lessee for a county barn and maintenance headquarters of the Baldwin County Highway Department or other related uses.

The said Lessor does hereby LEASE and RENT to the said Lessee the said premises for a term of ninety-nine (99) years, the expiration date of this lease being midnight, May 31, 2068.

In the event a building or structure is not placed on the property and the property not used by the Lessee for the purpose enumerated within a period of twelve (12) months following the date hereof, the Lessor may, by written notification, cancel said lease. It is also agreed that should the property be abandoned by the said Lessee and not used for a period of six (6) consecutive months after the expiration of the first year, the Lessor may also cancel and terminate said lease by written notification.

C. G. C.

334-429

The Lessee shall have the right to remove any improvements placed on this property on the expiration or on termination of this lease.

Lessee shall pay all charges for utilities used on the premises.

This Lease and Agreement is not transferable or assignable without the written consent of the Lessor previously obtained.

WITNESS the hands and seals of the parties hereto on this the day and year first above written.

CITY OF FOLEY

By Henry W. Carson
Mayor

As "Lessor"

ATTEST:

Lillian M. Fell
Clerk

BALDWIN COUNTY

By John B. Hadley
Chairman of Board of Commissioners

As "Lessee"

ATTEST:

John B. Hadley
Secretary
Clerk - C. C. M. -

STATE OF ALABAMA

BALDWIN COUNTY

I, Lillian M. Fell, a Notary Public in and for said County in said State, hereby certify that HENRY W. CARSON, whose name as Mayor of the City of Foley, a municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said municipality.

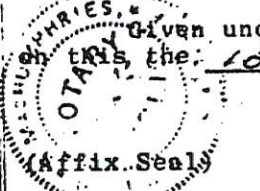


Given under my hand and Notarial Seal hereto affixed by me on this the 2 day of JUNE, 1969.
STATE OF ALABAMA
BALDWIN COUNTY
I certify that this instrument was filed on June 12, 1969
Lillian M. Fell
Notary Public, Baldwin County
State of Alabama

STATE OF ALABAMA

BALDWIN COUNTY

I, John B. Hadley, a Notary Public in and for said County in said State, hereby certify that JOHN HADLEY, whose name as Chairman of the Board of Commissioners of Baldwin County, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Chairman and with full authority, executed the same voluntarily for and as the act of said County.

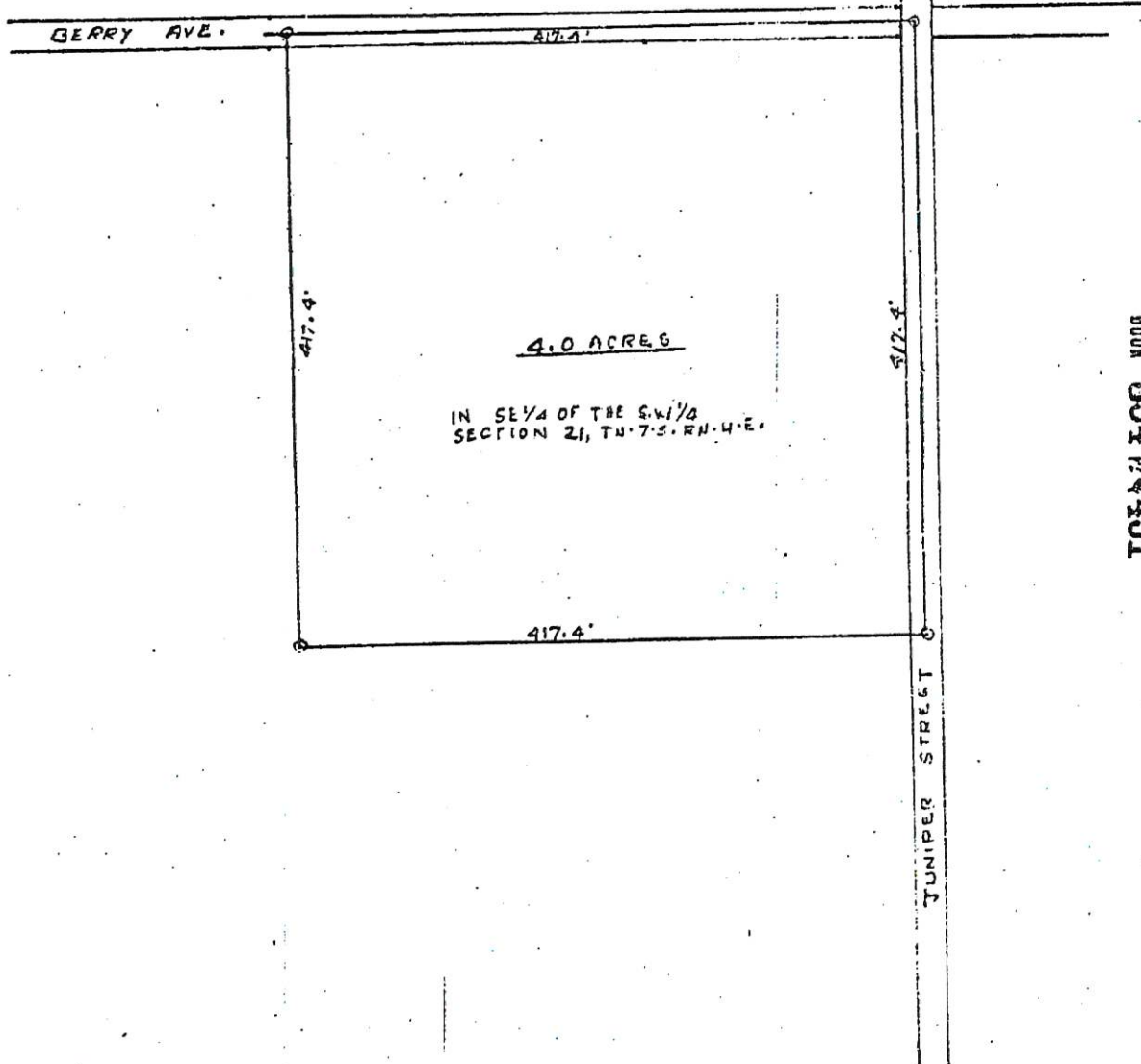


Given under my hand and Notarial Seal hereto affixed by me on this the 10 day of JUNE, 1969.
STATE OF ALABAMA
BALDWIN COUNTY
I certify that this instrument was filed on June 12, 1969
John B. Hadley
Notary Public, Baldwin County
State of Alabama

SKETCH SHOWING LOCATION OF
LAND FOR A COUNTY BARN AND MAINTENANCE
HEADQUARTERS IN FOLEY AWA.

NE 1/4 OF THE SW 1/4
SECTION 21, T4N-7-S, R4E

NW 1/4 OF THE
SE 1/4 OF SECTION
21, T4N-7-S, R4E



BORN 394 1/4 431



Matthew Brown
Director of Transportation
Baldwin Regional Area Transit System
Baldwin County Commission
o: 251-972-8576
c: 251-421-0423
www.baldwincountyal.gov



Baldwin County Judge of Probate

Deeds & Records Link

BALDWIN COUNTY, AL

Today's Date 2/ 4/2021

Records Complete Thru 2/ 2/2021 [Help](#)

LEASE

DATE FILED: 6/12/1969
INSTRUMENT DATE: 6/ 2/1969
DEED BOOK: R D 0394 **DEED PAGE:** 0000429
INSTRUMENT NUMBER: 8057310
VALUE *NA* **DOWN PAYMENT** *NA*
MINERAL ACRES *NA* **LOTS** *NA*
FILED BY: *NA*
Grantor: CITY OF FOLEY
Grantee: BALDWIN COUNTY

LEGALS

<u>S/T/R</u>	<u>Subdivision</u>	<u>Block</u>	<u>Lots</u>
21-07S-04E			

REFERENCES

<u>INSTRUMENT</u>	<u>BOOK</u>	<u>PAGE</u>	<u>TYPE</u>	<u>DATE</u>
NO REFERENCES				

DOCUMENTS

<u>DESCRIPTION</u>	<u>NUMBER OF PAGES</u>	<u>PRICE</u>
TIF PDF LEASE	3	\$ 0.00

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City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Legislative File

File Number: 21-0311

File ID: 21-0311

Type: Ordinance

Status: Second Reading

Version: 2

Reference:

In Control: City Council

File Created: 05/28/2021

File Name: An Ordinance Declaring Certain Real Property Surplus and No Longer Needed for Municipal Purposes and Authorizing the Conveyance of Same to the Baldwin County Commission

Final Action:

Title: (Second Reading) An Ordinance For County Lease Termination, Sale and Parking

Notes:

Sponsors:

Enactment Date:

Attachments: CMOB210055-PLAT, Termination of Lease Agreement with Baldwin County, Reciprocal Easement Agreement with Baldwin County, SWD to Baldwin County

Enactment Number:

Contact:

Hearing Date:

Drafter: ktaylor@cityoffoley.org

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	07/06/2021	approved on first reading				Pass

Text of Legislative File 21-0311

(Second Reading) An Ordinance For County Lease Termination, Sale and Parking

DESCRIPTION OF TOPIC: (who, what, when, where, why, and how much)

On June 2, 1969, the City of Foley and the Baldwin County Commission entered into a long-term lease agreement (99 years) for PPIN# 64600 located at the northwest corner of North Poplar Street and East Berry Avenue for the purpose of a barn and maintenance headquarters of the Baldwin County Highway Department and other related uses. This location has been selected for the First Responders Safe Room. This parcel will be

subdivided into two separate adjacent parcels. The City desires to convey the east half of the parcel to Baldwin County for the continued use of a barn and maintenance headquarters. The west half of the parcel will be the First Responders Safe Room site.

WHEREAS, the City of Foley owns certain real property located at the northwest corner of North Poplar Street and East Berry Avenue which the City leased to the Baldwin County Commission on or around June 2, 1969 for a 99-year term; and

WHEREAS, the City and the Baldwin County Commission mutually desire to terminate the Lease at this time even though it has term remaining; and

WHEREAS, the City has subdivided the property that is currently leased to Baldwin County into two lots; and

WHEREAS, the City desires to convey title to the eastern lot created from the subdivided property to the Baldwin County Commission, and the City desires to retain title to the western lot; and

WHEREAS, the City and the Baldwin County Commission mutually desire to enter into a cross-parking agreement whereby either party can park vehicles on the other party's portion of the subdivided property, and walk between the parcels;

NOW, THEREFORE, BE IT ORDAINED by the Foley City Council as follows:

SECTION 1. That the City Council hereby finds and declares that the following property is no longer needed for municipal purposes, and that it is in the best interests of the City of Foley to convey the same to the Baldwin County Commission:

Lot 1 of the Replat of a Portion of Lots 10, 11 and 12 of the Summit Addition to Foley (Map Book 1, Page 30)

(the "Subject Property")

SECTION 2. That, pursuant to Code of Alabama, Section 11-47-20 and applicable law, the Mayor and City Clerk of the City of Foley are hereby authorized and directed to execute, acknowledge, attest and deliver a Statutory Warranty Deed to the Baldwin County Commission for the Subject Property along with any other necessary documents to effectuate the conveyance of the Subject Property.

SECTION 3. That the officers of the City, or any one or more of them, are hereby authorized and directed to do and perform or cause to be done or performed in the name and on behalf of the City such other acts, and execute, deliver, file and record such other instruments, documents, certificates, and notifications, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this Ordinance, including any such documents as are required to (i) terminate the lease dated June 2, 1969 between the City and the Baldwin County Commission; (ii) convey title to the Subject Property; and (iii) create the cross-parking agreement between the Subject Property and the land retained by the City of Foley which had previously been leased to the Baldwin County Commission.

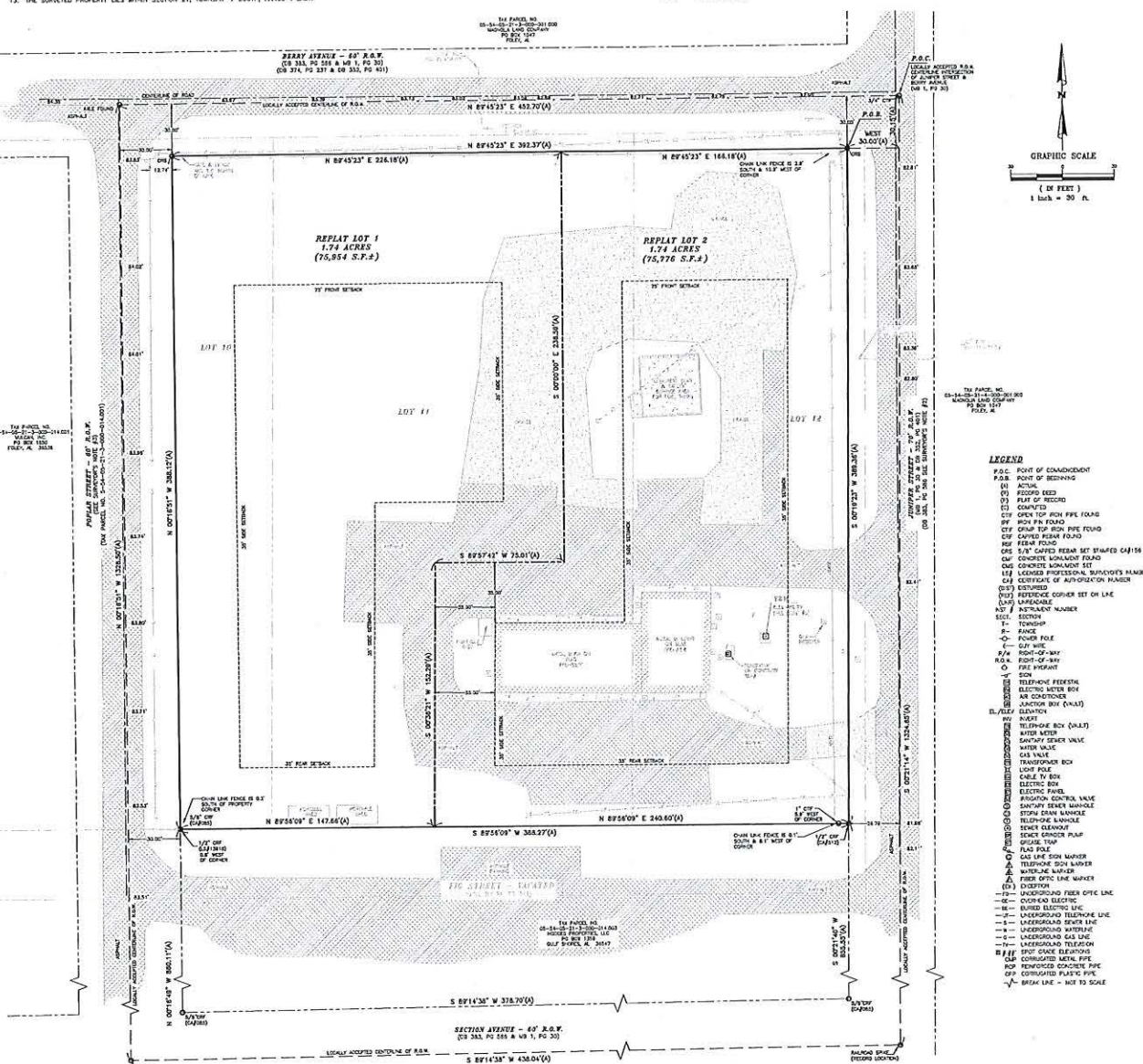
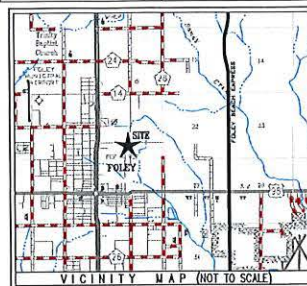
SECTION 4. That any prior actions taken or agreements made or documents executed by any officers of the City in connection with the Baldwin County Commission and the transactions herein authorized and approved are hereby ratified, confirmed and approved.

SECTION 5. That this Ordinance shall take effect immediately after its publication as required by law, and all resolutions, ordinances, orders, or parts thereof in conflict or inconsistent with any provision herein are, to the extent of such conflict or inconsistency, hereby repealed.

SECTION 6. The terms and provisions of this ordinance are severable. If any part or portion of this ordinance is declared invalid, void, or unconstitutional, that portion shall be deemed severed, and the remaining portions of the ordinance shall remain in full force and effect.

SECTION 7. All ordinances or parts of ordinances, in any manner conflicting herewith are hereby repealed.

SECTION 8. This ordinance shall become effective upon its publication as required by law.

[illegible][illegible]

(DESCRIPTION FROM SURVEY - SEE SURVEY NO. 13-00-0401)
 BALDWIN COUNTY TAX PARCEL NUMBER 25-04-04-21-3-000 (HARDWOOD 7205 ACRES) CONTAINS A PORTION OF LOTS 10, 11 AND 12 OF THE BALDWIN ADDITION TO TOWNSHIP 4 NORTH AND RANGE 10 WEST, SECTION 25, T4N, R10W, S25E, BALDWIN COUNTY, ALABAMA. ALSO, A PORTION OF THE BALDWIN ADDITION TO TOWNSHIP 4 NORTH AND RANGE 10 WEST, SECTION 25, T4N, R10W, S25E, BALDWIN COUNTY, ALABAMA. LIES THE NORTH 10 FEET OF LOTS 10 AND 11 AND THE EAST 10 FEET OF LOTS 10 AND 12 AS STATED IN DEED BOOK 314, PAGE 237, BALDWIN COUNTY, ALABAMA, DATED 12-15-1903.
 COMMENCING FROM A 3/4" CRIMPED TOP IRON PIPE AT THE POINT-OF-WAY CENTRAL INTERSECTION OF JUNIPER STREET AND BERRY AVENUE (ESTD AS SHOWN ON THE BALDWIN ADDITION TO TOWNSHIP 4 NORTH AND RANGE 10 WEST, SECTION 25, T4N, R10W, S25E, BALDWIN COUNTY, ALABAMA, DATED 12-15-1903) RUN SOUTH 02°17'14" N ALONG SIDE CENTRAL OF JUNIPER STREET A DISTANCE OF 30.15 FEET TO A POINT, THENCE LEAVING SAID CENTRAL WEST A DISTANCE OF 30.20 FEET TO A 5/8" IRON PIPE BEARING S 17°12'00" W ALONG SAID CENTRAL OF JUNIPER STREET A DISTANCE OF 208.16 FEET TO A 1/2" IRON BEARER WITH CAP (C44151), THENCE LEAVING SAID WEST-POINT-OF-WAY SOUTH 85°05'00" W A DISTANCE OF 308.21 FEET TO A 3/4" IRON BEARER WITH CAP (C44152), THENCE LEAVING SAID SOUTH-POINT-OF-WAY SOUTH 85°05'00" W A DISTANCE OF 308.21 FEET TO A 3/4" IRON BEARER WITH CAP (C44153), THENCE LEAVING SAID SOUTH-POINT-OF-WAY SOUTH 85°05'00" W A DISTANCE OF 308.21 FEET TO A 3/4" IRON BEARER WITH CAP (C44154) LIES ON THE SOUTH-POINT-OF-WAY OF BERRY AVENUE, THENCE RUN NORTH 89°42'33" W A DISTANCE OF 313.37 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED PARCEL.

STUART L. SMITH, PLS
ALABAMA LICENSE NUMBER 27403

ISSUE	DATE
DRAWN BY: SLS	
CHECKED BY: SLS	

GMC
GODWIN, MILLS, & CAWOOD, INC.

sheet 1 of 2

STATE OF ALABAMA

COUNTY OF BALDWIN

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2021 (the "Effective Date") by and between the City of Foley, an Alabama municipal corporation ("Lessor") and Baldwin County, a political subdivision of the State of Alabama ("Lessee").

WHEREAS, Lessor and Lessee entered into a Lease and Agreement dated June 2, 1969 (the "Lease"), pursuant to which Lessee leased from Lessor certain real property located in the City of Foley, Baldwin County, Alabama described on Exhibit "A" hereto; and

WHEREAS, the Lease or a memorandum of the Lease was recorded in the real property records in the office of the Judge of Probate of Baldwin County, Alabama at _____; and

WHEREAS, Lessor and Lessee mutually desire to terminate the Lease;

NOW, THEREFORE, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby mutually agree that the Lease is hereby terminated and canceled, effective as of the Effective Date, and neither party shall have any further rights, duties, obligations or responsibilities thereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

LESSOR:

CITY OF FOLEY, an Alabama municipal corporation

By: _____
Ralph Hellmich
Its Mayor

ATTEST:

Kathryn Taylor
City Clerk

LESSEE:

BALDWIN COUNTY

By: _____
Name: _____
Title: _____

RECIPROCAL EASEMENT AGREEMENT

This **RECIPROCAL EASEMENT AGREEMENT** (the "Agreement") is made this _____ day of _____, 2021, by and between City of Foley, an Alabama municipal corporation ("City"), and Baldwin County, a political subdivision of the State of Alabama ("County", and together with City, each an "Owner" and collectively, the "Owners").

WITNESSETH

WHEREAS, City is the owner of that certain tract of land described on Exhibit "A" attached hereto and made a part hereof by this reference (the "City Tract"); and

WHEREAS, County is the owner of that certain tract of land described on Exhibit "B" attached hereto and made a part hereof by this reference (the "County Tract"); and

WHEREAS, the City Tract and the County Tract are adjacent to each other and are located as shown on Exhibit "C" attached hereto and made a part hereof by this reference; and

WHEREAS, each Owner mutually desires to impose certain easements upon their respective City Tract and County Tract for the mutual and reciprocal benefit of the other Owner as more particularly set forth below; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Owners hereby grant, covenant and agree as follows:

1. Access and Parking Easements. Subject to any express conditions, limitations or reservations contained herein, the following non-exclusive access and parking easements are hereby created:

(a) An easement for the benefit of and as an appurtenance to the County Tract for access, ingress and egress over, upon, through and across the City Tract, together with the right to park vehicles on the City Tract within existing parking spaces or as otherwise directed by the owner of the City Tract.

(b) An easement for the benefit of and as an appurtenance to the City Tract for access, ingress and egress over, upon, through and across the County Tract, together with the right to park vehicles on the County Tract within existing parking spaces or as otherwise directed by the owner of the County Tract.

2. No Obstruction. Neither Owner shall construct or maintain any gates, fences, walls, curbs other obstructions which impair or prevent the full and intended reasonable use of the easements granted in this Agreement.

3. Effective Date. This Agreement shall become effective upon the date first written above.

4. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

5. Governing Law. The laws of the State of Alabama shall govern the interpretation, validity, performance, and enforcement of this Agreement.

6. Covenant Running with the Land. The rights, agreements, duties, obligations and easements set forth in this Agreement shall be deemed to be covenants running with the land, which rights, agreements, duties, obligations and easements shall remain in full force and effect and be binding upon the owner of each tract and its successors-in-title. The fee owner of each tract may grant the benefit of any easement contained herein to the tenants and other occupants of the tracts for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof, but such grant is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside of the tracts.

[Signatures Commence on the Following Page]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

CITY OF FOLEY

By: Ralph Helmich

Its: Mayor

ATTEST:

By: Kathryn Taylor

Its: City Clerk

STATE OF ALABAMA:
COUNTY OF BALDWIN:

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RALPH HELMICH and KATHRYN TAYLOR, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

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

NOTARY PUBLIC
My Commission expires:
(Notary Seal)

BALDWIN COUNTY

By: _____
Name: _____
Title: _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public in said State, hereby certify that _____
whose name as _____ of Baldwin County, is signed to the foregoing instrument
and who is known to me, acknowledged before me on this day that, being informed of the
contents of the instrument, he/she, as such officer and with full authority, executed the same
voluntarily for and as the act of said entity on the day the same bears date.

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

Notary Public
My Commission expires: _____
(NOTARY SEAL)

This instrument prepared by:

Casey Pipes
Helmsing, Leach, Herlong, Newman & Rouse, P.C.
P.O. Box 2767
Mobile AL 36652
(251) 432-5521
jcp@helmsinglaw.com

STATE OF ALABAMA
COUNTY OF BALDWIN

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT the CITY OF FOLEY, an Alabama Municipal Corporation, (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration this day in hand paid to Grantor by BALDWIN COUNTY, a political subdivision of the State of Alabama (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does, subject to all matters and exceptions hereinafter mentioned, hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, and to the successors and assigns of said Grantee, all of Grantor's interest in and to that real property in the County of Baldwin, State of Alabama, described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said property, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; subject, however to the matters and exceptions to which reference is hereinbelow made, unto the said Grantee, and the successors and assigns of the Grantee, FOREVER.

The property is conveyed subject to existing utility and drainage easements, rights of way, restrictive covenants, and all other matters applicable to said property and of record in the office of the Judge of Probate of Baldwin County, Alabama, and to zoning restrictions and building set-back lines, if any, as well as to the lien for ad valorem taxes hereafter falling due, which taxes Grantee assumes and agrees to pay when due. Grantor reserves any mineral interests that are available.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on this the ____
day of _____, 2021.

CITY OF FOLEY

By: Ralph Helmich
Its: Mayor

ATTEST:

By: Kathryn Taylor
Its: City Clerk

STATE OF ALABAMA:
COUNTY OF BALDWIN:

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RALPH HELMICH and KATHRYN TAYLOR, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

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

NOTARY PUBLIC
My Commission expires:
(Notary Seal)

GRANTEE'S ADDRESS:

THIS INSTRUMENT PREPARED BY:

CASEY PIPES

Helmsing, Leach, Herlong, Newman & Rouse, P.C.

Post Office Box 2767

Mobile, Alabama 36652

(251) 432-5521

jcp@helmsinglaw.com

Sent from my iPhone

Begin forwarded message:

From: Michael Thompson <mthompson@cityoffoley.org>

Date: May 17, 2021 at 11:15:33 AM CDT

To: Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>

Cc: Ralph Hellmich <rhellmich@cityoffoley.org>, "Charles F. Gruber" <CGRUBER@baldwincountyal.gov>

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

Hi Wayne and Commissioner,

Thanks for getting us scheduled on the commission's agenda today.

Based upon the discussion, I believe the intent of the Commission was to agree with the following;

- 1) relinquish the lease on the entire property and allow for the 130 parking alternative for the first responder safe room on the western half of the property.
- 2) accept the eastern half of the property from the City as a County owned property.
- 3) enter into a cross parking agreement such that both the county and the city can share in parking.
- 4) coordinate with the county so that they can book use of the facility for training needs when the facility is not being used for emergencies or city training.

As I mentioned, the city council will be selecting the consultant we will use to move forward with the safe room project at our meeting this evening. The Mayor and I will provide them an update of the above conversation with the commission. I expect that they will approve the selection of our consultant, and also instruct staff to work with our city attorney to create the necessary documents to affect the above key points. I expect that we will be able to pass those documents to the commission in the next few weeks for consideration.

In terms of your upcoming commission meeting, I would suggest that the Commission consider approving the city proposal with a contingency. It could be contingent upon satisfactory legal documents related to the property transfer, the cross parking arrangement, and training use.

regards,
Mike



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

May 18, 2021

The Honorable Ralph Hellmich, Mayor
City of Foley
407 E. Laurel Avenue
Foley, Alabama 36535
Attn: Michael Thompson, City Administrator

RE: Proposed First Responder Safe Room - Request from the City of Foley

Dear Mayor Hellmich:

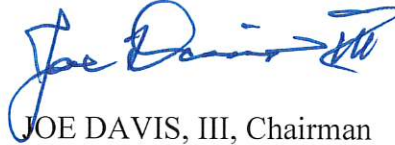
The Baldwin County Commission, during its regularly scheduled meeting held on May 18, 2021, approved the request from the City of Foley regarding the use of a portion of County leased property, currently used as the BRATS Hub, located between N. Poplar Street and Juniper Street in Foley, Alabama, as a location for a proposed first responder safe room and parking area, contingent upon the following terms:

- 1) The City and County terminating the long-term lease on the entire property allowing for the 130 spot parking alternative for the first responder safe room on the western half of the property.
- 2) The County accepting the eastern half of the property from the City as a County-owned property.
- 3) The County and City entering into a cross parking agreement so both the County and the City can use the parking on the property.
- 4) The City coordinating with the County so that the County can book the use of the facility for training needs when the facility is not being used for emergencies or City training.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Wayne Dyess, at (251) 580-2550.

Mayor Ralph Hellmich
Page 2 of 2
May 18, 2021

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Davis, III", with a stylized flourish at the end.

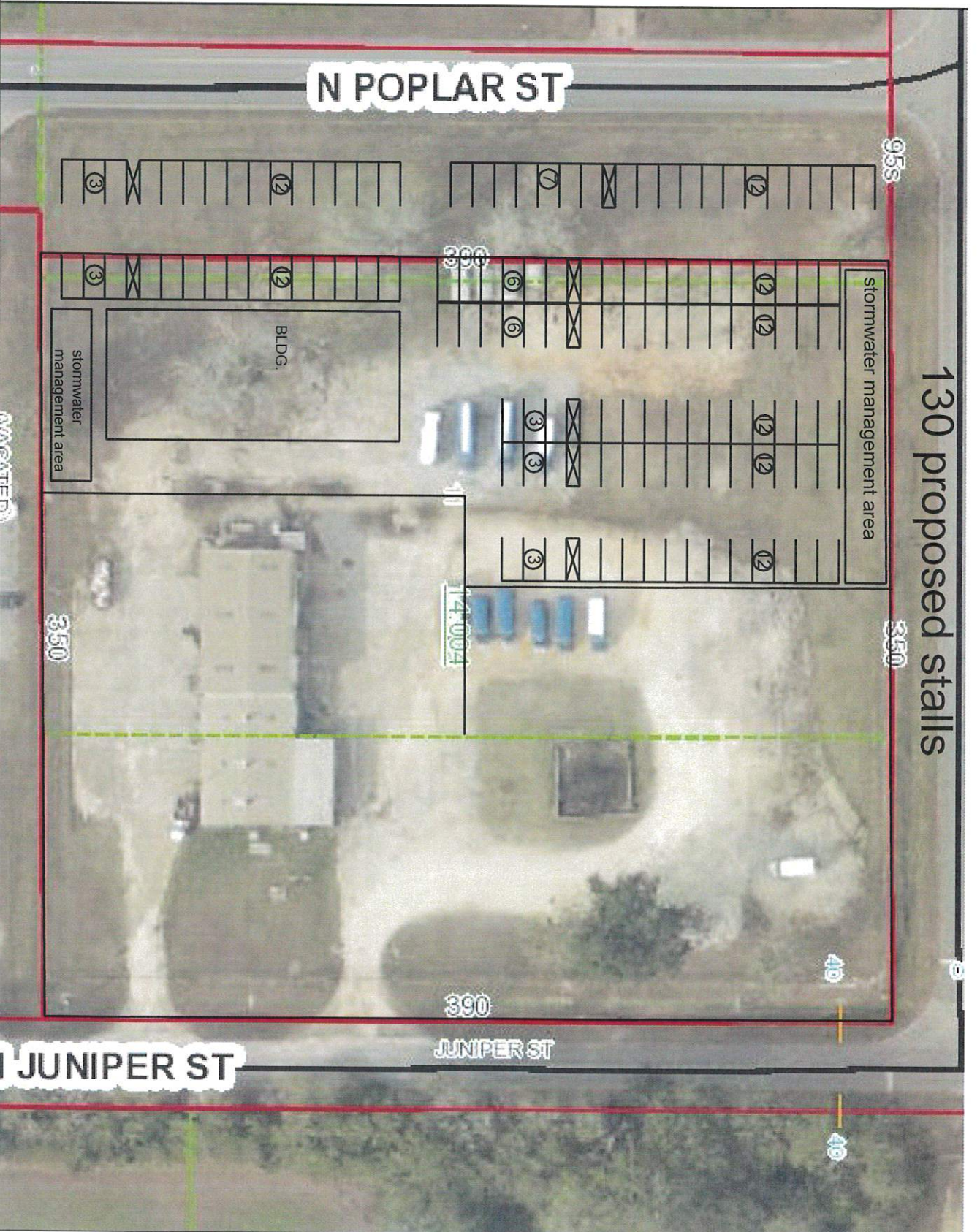
JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item HA1

cc: County Commissioners
Wayne Dyess
Matthew Brown
Ann Simpson

ENCLOSURES(S)

130 proposed stalls





Baldwin County Commission

Agenda Action Form

File #: 21-1058, **Version:** 1

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Zach Hood, EMA Director; Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Proclamation / Declaration of a Termination and Lifting of a State of Local Emergency - Coronavirus (COVID-19) Pandemic

STAFF RECOMMENDATION

Action Item with discussion necessary - Commission must determine the date and time of the termination and lifting of the State of Local Emergency so that it can be entered for the record.

Adopt Proclamation / Declaration of a Termination and Lifting of a State of Local Emergency terminating and lifting a Declaration of a State of Local Emergency in regard to the Coronavirus (COVID-19) Pandemic.

BACKGROUND INFORMATION

Previous Commission action/date: March 14, 2020, BCC Emergency Special Meeting

Background: On March 14, 2020, the Commission adopted a Declaration of a State of Local Emergency related to the Coronavirus (COVID-19) Pandemic.

At this time, Zach Hood, EMA Director, recommends the termination of the State of Local Emergency as relates to the Coronavirus (COVID-19) Pandemic.

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 - Email a copy of the signed/sealed documents to:

4BCC

All Appointed Department Heads

Jenni Guerry

Danon Smith

Scott Wallace

Admin. staff - Print all attachments and have Termination doc signed/sealed, scan the Termination and Exhibit A in as one PDF and save final, signed documents to:

- 1) 7/20/2021 reg mtg correspondence folder
- 2) 3/14/2020 emerg spec mtg information folder COVID-19

For press/social media purposes:

Sherry-Lea Bloodworth Botop

Shannon Spivey

Kathy Agerton

FYI: Brad Hicks, County Attorney

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

N/A

Additional instructions/notes: N/A

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**PROCLAMATION / DECLARATION
OF
TERMINATION AND LIFTING
OF
STATE OF LOCAL EMERGENCY**

TERMINATING AND LIFTING A DECLARATION OF A STATE OF LOCAL EMERGENCY IN REGARD TO THE NECESSITY OF PRECAUTIONARY MEASURES AND PREPARATIONS THAT MUST BE TAKEN BY THE BALDWIN COUNTY COMMISSION RELATED TO THE CORONAVIRUS (COVID-19) PANDEMIC.

WHEREAS, by action of the County Commission of Baldwin County, Alabama, during its March 14, 2020, emergency special meeting, this honorable county governing body adopted an instrument entitled Declaration of a State of Local Emergency (attached as **Exhibit “A”**) in regard to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, on this date, this honorable county governing body desires to terminate and lift said foregoing instrument, entitled Declaration of a State of Local Emergency in regard to the Coronavirus (COVID-19) Pandemic; now therefore

IT IS DECLARED, that the aforementioned instrument entitled Declaration of a State of Local Emergency, in regard to the Coronavirus (COVID-19) Pandemic, is hereby terminated and lifted and no longer of full force and effect as set forth herein.

FURTHER, IT IS ORDERED, that this instrument, entitled Proclamation/Declaration of a Termination and Lifting of a State of Local Emergency, in regard to Coronavirus (COVID-19) Pandemic, shall become effective commencing at _____ a.m./p.m., on _____, _____, 2021.

IT IS DONE, under the Seal of the County Commission of Baldwin County, Alabama, on this the ____ day of _____, 2021.

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne Dyess, County Administrator

AS ADVISED BY:

Zachary Hood, Director
Baldwin County Emergency Management Agency

STATE OF ALABAMA)
COUNTY OF BALDWIN)

DECLARATION OF A STATE OF LOCAL EMERGENCY

DECLARING A STATE OF LOCAL EMERGENCY DUE TO THE NECESSITY OF PRECAUTIONARY MEASURES AND PREPARATIONS THAT MUST BE TAKEN BY THE BALDWIN COUNTY COMMISSION RELATED TO THE CORONAVIRUS (COVID-19) PANDEMIC WHICH POSE A HAZARD TO THE SAFETY AND WELFARE OF THE GENERAL PUBLIC.

WHEREAS, on this date, the necessity of precautionary measures and preparations that must be taken by the Baldwin County Commission related to the Coronavirus (COVID-19) pandemic that threaten the safety and welfare of persons in Baldwin County, Alabama, and, furthermore, said public health hazard threatens the economic functions of Baldwin County, Alabama; now therefore


IT IS DECLARED, that a state of local emergency is hereby proclaimed for Baldwin County, Alabama, due to the necessity of precautionary measures and preparations that must be taken by the Baldwin County Commission related to the Coronavirus (COVID-19) pandemic in Baldwin County, Alabama, commencing at 9:21 a.m./p.m., on March 14, 2020.

FURTHER, IT IS DECLARED, that during the aforesaid period the state of local emergency exists, the County Commission of Baldwin County, Alabama, shall exercise all authority, powers and privileges, as prescribed by applicable Federal law and/or Alabama law and/or Local law and/or policies of this county governing body.

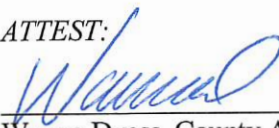
FURTHER, IT IS ORDERED, that this instrument, entitled "Declaration of a State of Local Emergency," shall become effective commencing at 9:21 a.m./p.m., on March 14, 2020.

FURTHER, IT IS ORDERED, that this instrument, entitled "Declaration of a State of Local Emergency," shall expire upon adoption of another instrument, by this county governing body, declaring said state of local emergency no longer threatens Baldwin County, Alabama.

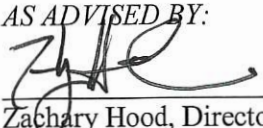
IT IS DONE, under the Seal of the County Commission of Baldwin County, Alabama, on this the 14th day of March, 2020.

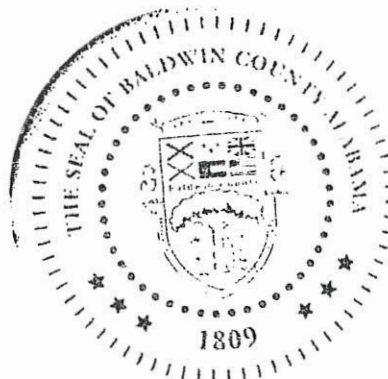

Commissioner Billie Jo Underwood, Chairman
Baldwin County Commission

ATTEST:


Wayne Dyess, County Administrator
Baldwin County Commission

AS ADVISED BY:


Zachary Hood, Director
Baldwin County Emergency Management Agency





STATE OF ALABAMA
PROCLAMATION
BY THE GOVERNOR

WHEREAS, on March 13, 2020, I declared the existence of a state public health emergency based on the appearance in the State of Alabama of the 2019 novel coronavirus known as COVID-19;

WHEREAS I issued supplemental emergency proclamations to further address the occurrence of COVID-19 in the State of Alabama on the following dates: March 18, 20, 23, and 26 of 2020; April 2, 3, and 13 of 2020; May 8 and 21 of 2020; June 9 and 30 of 2020; July 2, 15, and 29 of 2020; August 21 and 27 of 2020; September 30, 2020; November 5, 2020; December 9 and 11 of 2020; January 21, 2021; March 4, 12, and 22 of 2021; April 7, 2021; and May 3, 2021;

WHEREAS these supplemental proclamations included numerous emergency actions designed to cut red tape and as much government bureaucracy as possible as Alabamians sought to adjust to life during a pandemic;

WHEREAS the COVID-19 pandemic presented a serious and unprecedented threat to public health, straining the capacity of our healthcare system and resulting in numerous hospitalizations and deaths;

WHEREAS the COVID-19 pandemic also created serious and unprecedented problems for many other areas of society, especially for schools, churches, businesses, and the economy;

WHEREAS the State's response to the pandemic has involved not just government but individuals and organizations from all corners of Alabama, working together and sacrificing for the public good;

WHEREAS, although the pandemic is not over, our healthcare systems are better equipped to treat the COVID-19 virus, and effective vaccines are readily available;

WHEREAS our economic recovery ranks among the best in the Nation compared to that of other States; and

WHEREAS a state of emergency is therefore no longer presently necessary;

NOW THEREFORE, I, Kay Ivey, Governor of the State of Alabama, pursuant to the relevant provisions of the Alabama Emergency Management Act of 1955, as amended, Ala. Code §§ 31-9-1 *et seq.*, do hereby proclaim that the state of emergency pertaining to COVID-19 originally proclaimed on March 13, 2020, is terminated effective 11:59 p.m. C.S.T. on July 6, 2021.



IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Great Seal to be affixed by the Secretary of State at the State Capitol in the City of Montgomery on this the 6th day of July 2021.

A handwritten signature in black ink, reading "Kay Ivey", written over a horizontal line.

Kay Ivey
Governor

ATTEST:

A handwritten signature in black ink, reading "John H. Merrill", written over a horizontal line.

John H. Merrill
Secretary of State



Baldwin County Commission

Agenda Action Form

File #: 21-1057, **Version:** 1

Item #: BA3

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Zach Hood, EMA Director; Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Proclamation / Declaration of a Termination and Lifting of a State of Local Emergency - Hurricane Sally

STAFF RECOMMENDATION

Action Item with discussion necessary - Commission must determine the date and time of the termination and lifting of the State of Local Emergency so that it can be entered for the record.

Adopt Proclamation / Declaration of a Termination and Lifting of a State of Local Emergency terminating and lifting a Declaration of a State of Local Emergency in regard to Hurricane Sally.

BACKGROUND INFORMATION

Previous Commission action/date: September 14, 2020, BCC Emergency Special Meeting

Background: On September 14, 2020, the Commission adopted a Declaration of a State of Local Emergency related to impending inclement weather (Hurricane Sally).

At this time, Zach Hood, EMA Director, recommends the termination of the State of Local Emergency as relates to Hurricane Sally.

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 - Email a copy of the signed/sealed documents to:

4BCC

All Appointed Department Heads

Jenni Guerry

Danon Smith

Scott Wallace

Admin. staff - Print all attachments and have Termination doc signed/sealed, scan the Termination and Exhibit A in as one PDF and save final, signed documents to:

- 1) 7/20/2021 reg mtg correspondence folder
- 2) 9/14/2020 emerg spec mtg information folder (Hurricane Sally)

For press/social media purposes:

Sherry-Lea Bloodworth Botop

Shannon Spivey

Kathy Agerton

FYI: Brad Hicks, County Attorney

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

N/A

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**PROCLAMATION / DECLARATION
OF A
TERMINATION AND LIFTING
OF A
STATE OF LOCAL EMERGENCY**

TERMINATING AND LIFTING A DECLARATION OF A STATE OF LOCAL
EMERGENCY IN REGARD TO HURRICANE SALLY.

WHEREAS, by action of the County Commission of Baldwin County, Alabama, during its September 14, 2020, emergency special meeting, this honorable county governing body adopted an instrument entitled Declaration of a State of Local Emergency (attached as ***Exhibit “A”***) in regard to Hurricane Sally; and

WHEREAS, on this date, this honorable county governing body desires to terminate and lift said foregoing instrument, entitled Declaration of a State of Local Emergency in regard to Hurricane Sally; now therefore

IT IS DECLARED, that the aforementioned instrument entitled Declaration of a State of Local Emergency in regard to Hurricane Sally, is hereby terminated and lifted and no longer of full force and effect as set forth herein.

FURTHER, IT IS ORDERED, that this instrument, entitled Proclamation/Declaration of a Termination and Lifting of a State of Local Emergency, in regard to Hurricane Sally, shall become effective commencing at _____ a.m./p.m., on _____, _____, 2021.

IT IS DONE, under the Seal of the County Commission of Baldwin County, Alabama, on this the _____ day of _____, 2021.

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne Dyess, County Administrator

AS ADVISED BY:

Zachary Hood, Director
Baldwin County Emergency Management Agency

STATE OF ALABAMA)
COUNTY OF BALDWIN)

DECLARATION OF A STATE OF LOCAL EMERGENCY

DECLARING A STATE OF LOCAL EMERGENCY IN REGARD TO IMPENDING INCLEMENT WEATHER CONDITIONS WHICH POSE A HAZARD TO THE SAFETY AND WELFARE OF THE GENERAL PUBLIC.

WHEREAS, on this date, impending inclement weather conditions present a probability of a public calamity and extreme peril to the safety of persons and property in Baldwin County, Alabama, and, furthermore, said impending inclement weather conditions threaten the economic functions of Baldwin County, Alabama; now therefore

IT IS DECLARED, that a state of local emergency is hereby proclaimed for Baldwin County, Alabama, in regard to impending inclement weather commencing at 9:00 a.m./p.m., on September 14, 2020

FURTHER, IT IS DECLARED, that during the aforesaid period the state of local emergency exists, the County Commission of Baldwin County, Alabama, shall exercise all authority, powers and privileges, as prescribed by applicable Federal law and/or Alabama law and/or Local law and/or policies of this county governing body.

FURTHER, IT IS ORDERED, that this instrument, entitled "Declaration of a State of Local Emergency," shall become effective commencing at 9:00 a.m./p.m., on September 14, 2020


FURTHER, IT IS ORDERED, that this instrument, entitled "Declaration of a State of Local Emergency," shall expire upon adoption of another instrument, by this county governing body, declaring said state of local emergency no longer threatens Baldwin County, Alabama.

IT IS DONE, under the Seal of the County Commission of Baldwin County, Alabama, on this the 14th day of September, 2020



Commissioner Billie Jo Underwood, Chairman
Baldwin County Commission

ATTEST:

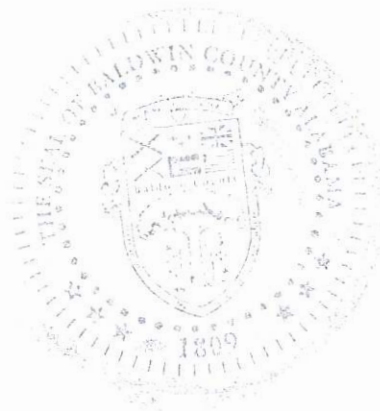


Wayne Dyess, County Administrator
Baldwin County Commission

AS ADVISED BY:



Zachary Hood, Director
Baldwin County Emergency Management Agency





Baldwin County Commission

Agenda Action Form

File #: 21-1085, **Version:** 1

Item #: BA4

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Kristen M. Rawson, Assistant Administrative Services Manager

ITEM TITLE

Request from the Vaughn Community for a Community Garden on County-owned Property off Canaan Road in Stockton

STAFF RECOMMENDATION

Action item with discussion necessary - Based on the discussion during the June 1, 2021, Baldwin County Commission Work Session meeting, consider and/or approve the following actions related to the request from Mr. Mitchell Nye on behalf of the Vaughn Community:

- 1) Approve the use of a portion of the County-owned property off Canaan Road in Stockton, Alabama, to establish a community garden for the At-Ease Veteran Therapy Farming program; and
- 2) Approve the installation of a well on the property with grant monies provided by the Gulf Coast Resource, Conservation and Development Council to eliminate the use of city water services for the community garden. The location of the well is to be determined and is contingent upon approval by the County as to best placement practices. No County funds will be used for the purchase or installation of said well.

If approved, staff will bring forth additional agenda items to amend the current lease agreement with Mr. Frank Bryars, who currently leases the property, to reflect the change and initiate a lease agreement with Mr. Mitchell Nye for the use of the property for the community garden.

BACKGROUND INFORMATION

Previous Commission action/date: Mr. Mitchell Nye is requesting to use a portion of the County-owned property off Canaan Road in Stockton, Alabama, in the Vaughn Community, to establish a community garden for the At-Ease Veteran Therapy Farming Project for veterans in Baldwin County. The property is currently being leased from the County by Mr. Frank Bryars.

Mr. Nye has secured \$5,900.00 in grant monies from the Gulf Coast Resource, Conservation and Development Council to fund the purchase and installation of a well on the portion of the property that would be used for the garden, which would eliminate the need to use city water for the irrigation

of the garden. The grant expires August 1, 2021. Mr. Nye is also seeking a grant through Baldwin EMC to run power to the well.

June 1, 2021 BCC Work Session - Mr. Mitchell Nye was present to discuss the community garden project.

May 21, 2021 - Commission staff received an email from Charlie Ramsey, Executive Director, Gulf Coast RC&D Council, on May 21, 2021, which provides information on their opportunity through the At-Ease Veterans program which is sponsored by the Alabama Association of RD&D Councils and Alabama's Mountains, Rivers & Valleys RC&D Council.

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Staff

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

Correspondence to:

Mr. Mitchell Nye
Post Office Box 257
Stockton, Alabama 36579

Cc: Charlie Ramsey, Executive Director, Gulf Coast RC&D (ramseyrcd@gmail.com)

Additional instructions/notes: N/A

Carjetta L. Crook

From: Charlie Ramsey <ramseyrcd@gmail.com>
Sent: Friday, May 21, 2021 12:57 PM
To: Anu Gary
Subject: Vaughn Community Garden
Attachments: At-Ease Cooperative Agreement (1).pdf

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,

Thanks for the time that you gave us, it was very nice to meet with you this morning.

The Gulf Coast RC&D Council serves Mobile, Baldwin and Escambia counties and the Poarch Band of Creek Indians to provide grant opportunities that focus on Community Development, Environmental/Conservation Education and Natural Resources Conservation. We work with nonprofits organizations, schools, county commissions and municipalities within our council area. We have seven Council sponsors, the Mobile, Baldwin and Escambia County Commissions, Soils and Water Conservation Districts and the Poarch Band of Creek Indians.

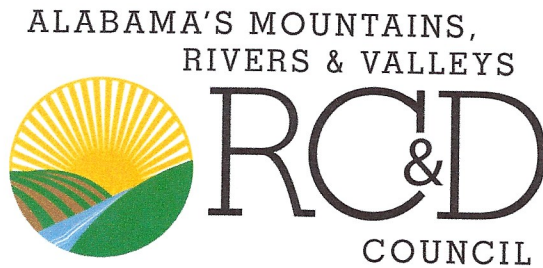
We are currently supporting a project with the Vaughn Community for a community garden project that will provide fresh vegetables to local residents and to encourage local communities to work together for the benefit of their community. We are on board to help the Vaughn Community Garden Project, but the community is limited and has a need for a secure permanent location to grow the community garden.

We currently have an opportunity through the At-Ease Veterans program which is sponsored by the Alabama Association of RC&D Councils and AMRV RC&D Council to provide a grant to a veteran farmer or farmers that would allow them to apply agricultural activities on their farm. The farm would be open to veterans to participate in therapy farming. The Vaughn Community Garden Association has four veterans in their group which would qualify this project for funding. The Association has a need for a well that would be used to irrigate their vegetable crops which would be an agricultural practice that could be funded through this program. However, we have a short timeline and must be completed by August 1st. See more At Ease Program information here ateasefarming.org. See attached At Ease Veterans Program Agreement.

Thanks again for your time this morning and the Baldwin County Commissions support of the Vaughn Community and their request to secure a permanent location for their community garden.

If additional information is needed, please contact me at 251-714-6187 or Emily Fayard at 251-368-1606.

Charlie Ramsey
Executive Director
Gulf Coast RC&D Council



5514 US Hwy 31 S | Hartselle, AL 35640 | (256) 773-8495

At-Ease Veteran Therapy Farming Project Cooperative Agreement

This Agreement is made and entered into on **01/14/2021** by and between the Alabama's Mountains, Rivers and Valleys Resource Conservation and Development Councils, Inc. (hereinafter called AMRV RC&D), and **Gulf Coast RC&D Council** (hereinafter called the "Grantee").

The Purpose of this agreement is to implement the At-Ease Veteran Therapy Farming program including the creation or improvement of therapy farms.

AMRV RC&D and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows.

1. AMRV RC&D Agrees:

- A. To provide **\$5900** for the **At Ease Military Veterans Therapy Farming project** after the execution of this agreement. Funds are subject to availability and are subject to proration if ordered by the State Finance Director.
- B. **Payment of grant funds will be made on a reimbursement basis after all projects are completed and reported** unless prior arrangements are agreed to.

2. The Grantee Agrees:

- A. To use the funds to implement agricultural projects benefiting veterans
- B. To spend grant funds only on items directly related to material costs, contracted labor costs, and associated administrative costs.
- C. Sign & document:
 - a. Submit a final report by **August 1, 2021** including proof of payments to recipients.
 - b. Provide pictures of each funded project including before and after pictures.
 - c. Give credit to Alabama Association of RC&D Councils on press releases & publications.

3. It is mutually agreed:

- A. This agreement shall become effective on the date appearing in the first paragraph.
- B. This agreement may be revised upon mutual consent of both parties.
- C. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.

Contact Project Manager Jared Carter @256-773-8495 or email to jared.carter@amrvrcd.com with questions.

Signatures

AMRV RC&D

Grantee

Date

Date

"All programs and assistance of the RC&D Council are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. RC&D is an equal opportunity provider and employer."



**COUNTY COMMISSION
BALDWIN COUNTY**

**312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 937-0264 Main
(251) 580-2500 Fax**

www.baldwincountyal.gov

Anu Gary
Administrative Services Manager
agary@baldwincountyal.gov
(251) 580-2564

Monica E. Taylor
Assistant Administrative Services Manager
mtaylor@baldwincountyal.gov
(251) 580-1696

October 4, 2019

Mr. Frank Bryars
56767 Bryars Place
Stockton, Alabama 36579

RE: Lease Agreement between the Baldwin County Commission and Mr. Frank Bryars for 40 Acres in North Baldwin County

Dear Mr. Bryars:

Please find enclosed a **fully executed copy** of the *Lease Agreement* approved during the September 20, 2019, Baldwin County Commission meeting, between the Commission and you, allowing you the continued use of approximately 40 acres more or less of County property in north Baldwin County for the grazing of cattle and livestock.

The *Lease Agreement* shall commence on October 1, 2019, and expire on September 30, 2022, unless sooner terminated as set forth by the *Lease Agreement*.

If you have any questions or need further assistance, please do not hesitate to contact Wayne Dyess, County Administrator, at (251) 580-2550.

Sincerely,

MONICA E. TAYLOR
Assistant Administrative Services Manager
Baldwin County Commission

MET/vk Item BA5

cc: Wayne Dyess

ENCLOSURE(S)

STATE OF ALABAMA)

BALDWIN COUNTY)



LEASE AGREEMENT

WHEREAS, this Lease Agreement is made and entered into, by and between the BALDWIN COUNTY COMMISSION, hereinafter called "LESSOR", and FRANK BRYARS, hereinafter called "LESSEE"; and

WHEREAS, LESSOR owns in fee simple certain property in and about the Little River area (see Attachment "A"); and

WHEREAS, LESSEE has asked LESSOR to lease a certain portion of LESSOR'S property, as delineated herein, for the purposes of allowing his cattle and/or livestock to graze freely upon the same; and

WHEREAS, LESSOR considers such usage to be beneficial to the general upkeep and maintenance of such property; and

WHEREAS, LESSEE has agreed to enter such Lease Agreement assuming, among other things, his own liability for any losses or damages and holding LESSOR harmless for the same.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, LESSOR does hereby DEMISE and LEASE to LESSEE, and LESSEE does hereby LEASE from LESSOR for the purpose of grazing livestock, the following described property situated in Baldwin County, Alabama, to-wit:

DESCRIPTION OF PROPERTY: Fenced in area of property owned by the County depicted on **Attachment A**; and

1. **TERM**: The term of this Lease Agreement shall be from October 1, 2019, to September 30, 2022, unless sooner terminated. This Lease Agreement may be terminated, with or without cause, by either party with a forty-five (45) day written notification to the other party.

2. **CONSIDERATION/PAYMENTS:** The consideration for this Lease Agreement shall be Fifteen Dollars (\$15.00) per acre per year for the three-year lease term period. There being approximately 40 acres hereby leased, the annual rental payment shall be Six Hundred Dollars (\$600.00) per year. The rental payment shall be payable in an annual advance lump sum payment of Six Hundred Dollars (\$600.00) at the beginning of each year of the lease term. All lease payments shall be made payable to LESSOR with lawful funds of The United States of America at the following address: Baldwin County Commission, Attention: Finance/Accounting Department, 312 Courthouse Square, Bay Minette, Alabama 36507.

3. **USAGE:** For and during the term of this Lease Agreement, LESSEE agrees to allow his livestock to graze freely on all suitable land located on the herein leased property as the LESSEE desires and to use the said property for pasture only during the term of said Lease Agreement.

LESSEE shall limit his livestock grazing to the currently fenced area on the property in question. Said fenced in/leased area shall not be expanded without a written amendment to this agreement.

Said fencing surrounding the leased property in question shall be maintained at all times by the LESSEE at no expense to LESSOR.

4. **ADDITIONALLY RESERVED RIGHTS:** This Lease Agreement is entered into between the parties subject to the terms and conditions of any oil, gas and mineral lease now in force and effect on the said property or any such oil, gas and mineral lease entered into by the LESSOR in the future during the term of this Lease Agreement.

5. **LIABILITY:** LESSOR shall not be responsible or liable for any work performed by the LESSEE, its agents, servants or employees during the term of the said Lease Agreement and LESSOR shall not be responsible or liable to any person for any accident or injury incurred by the reason of the LESSEE's farming operation on said property. The LESSEE hereby agrees

to indemnify and hold the LESSOR harmless from any and all liability for any property damage and/or personal injury which may occur at any time upon the leased premises or as a result of the activities of the LESSEE on the leased premises. Said indemnification shall include any and all court costs and/or attorney's fees incurred by the LESSOR in defense of any claim made against it which may be based upon any occurrence on the leased premises or action of the LESSEE in the usage of said leased premises.

6. **HUNTING WAIVER:** LESSEE hereby waives any and all rights and privileges of hunting on said property. Said rights and privileges are reserved by LESSOR.

7. **COUNTY IMPROVEMENTS:** LESSEE agrees and covenants that LESSOR, as the owner of said property, has any and all rights to improve, at any time, said property including, but not limited to, recreational capital improvements, and that LESSOR will not dissent and/or disagree with any and all improvements.

8. **TRESSPASSERS:** LESSEE shall have the right and authority to protect and control its interests in the said property and to keep trespassers there from.

9. **DUTY OF CARE AND PRESERVATION:** LESSEE agrees and covenants to allow livestock grazing during the term hereof in an efficient, economic and husband-like manner and to employ all modern methods of care for grazing and as are customarily practiced in the area.

LESSEE further agrees to operate the leased premises with care and not to permit waste of the said property nor destroy or remove without the consent of the owner any improvements on said property.

LESSEE shall remain compliant with all applicable Federal, State and Local Laws.

10. **DUTY NOT TO REMOVE:** LESSEE shall not sell or remove from the leased premises any sand, gravel, rock, oil, coal, or other minerals, or any lumber, posts or wood.

11. **RIGHT OF ENTRY**: LESSOR or its authorized representatives shall have the right, at any reasonable time, to enter on the premises for any reasonable purpose to include, but not limited to, making any major repairs, alterations or improvements.

12. **NO AGENCY**: This Lease Agreement shall not give rise to the creation of an agency relationship or a partnership relation between the parties hereto, and none of the parties shall have the authority to bind the others without written consent.

13. **NO ASSIGNMENT**: LESSEE may not assign this Lease Agreement or sublease or encumber any portion of the land leased hereunder without the prior written consent of the LESSOR. Any attempt at assignment, sublease or other transfer, in violation of the provisions of this Lease Agreement, shall at the option of the LESSOR be void.

14. **BINDING**: This Lease Agreement may be re-negotiated at the option of LESSOR'S successors in office.

15. **TAXES**: LESSOR agrees to pay all taxes levied and assessed against the premises.

16. **DEFAULT**: If LESSEE fails to carry out any provision of this lease, LESSOR shall have the right to terminate the lease on ten (10) days written notice of their intention to do so, and LESSOR shall have the right to proceed by all legal means to obtain possession of the leased premises. LESSEE agrees that if LESSOR employs an attorney to represent it in order to obtain possession of the leased premises, that it will pay a reasonable attorney's fee and court costs in connection therewith to include, but not limited to, fees and costs associated with LESSEE's failure to surrender properly, quietly and peaceably.

17. **LEASE RENEWAL/EXTENSIONS**: Should LESSEE comply with the terms of this Lease Agreement and desire for the Lease Agreement to be extended or renewed, and should there have been no threatened, pending or actual legal action between the parties during the term of this Lease Agreement, then LESSEE shall request in writing to LESSOR prior to expiration of

this Lease Agreement that the Lease Agreement be extended or renewed. LESSOR may then extend or renew this Lease Agreement with LESSEE with similar, additional or different terms as it sees fit, or elect not to extend or renew this Lease Agreement. Should LESSOR not receive the above-mentioned request in writing from LESSEE prior to expiration of this Lease Agreement, then all rights of LESSEE ends upon termination of this Lease Agreement. Should LESSOR not receive the abovementioned request in writing from LESSEE, or elect not to extend or renew this Lease Agreement, and at some later date elect to enter into a new Lease Agreement then LESSOR shall be under no obligation whatsoever to offer such new Lease Agreement to LESSEE.

18. **ENTIRE UNDERSTANDING:** This Lease Agreement shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

19. **ACTS OF GOD:** Neither LESSOR nor LESSEE shall be required to perform any terms, condition, or covenant of this Lease Agreement so long as performance is delayed or prevented by acts of God, drought, floods, material or labor restrictions by any governmental authority and any other cause not reasonably within the control of either party, and which, by the exercise of due diligence, LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

20. **NON-WAIVER OF DEFAULT:** The failure of the LESSOR to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Lease Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of the LESSOR to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE have hereunto signed
and sealed this instrument as of the day and year first above written.

LESSOR
BALDWIN COUNTY COMMISSION
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

BY: Charles F. Gruber Date: 10-1-19
CHARLES F. GRUBER
Chairman

ATTEST:

BY: Wayne Dyess Date: _____
WAYNE DYESS
County Administrator

LESSEE
FRANK BRYARS
56767 Bryars Place
Stockton, Alabama 36579

Frank Bryars Date: 9/30/2019
FRANK BRYARS

***NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Anu Gary, a Notary Public, in and for said County in said State, do hereby certify that Charles F. Gruber, as Chairman of the Baldwin County Commission, and Wayne Dyess, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he voluntarily executed the same on the day the same bears date.

GIVEN under my hand and seal this the 1st day of October, 2019.

Anu Gary
Notary Public
My Commission Expires: _____

My Commission Expires
October 12, 2019

STATE OF ALABAMA)

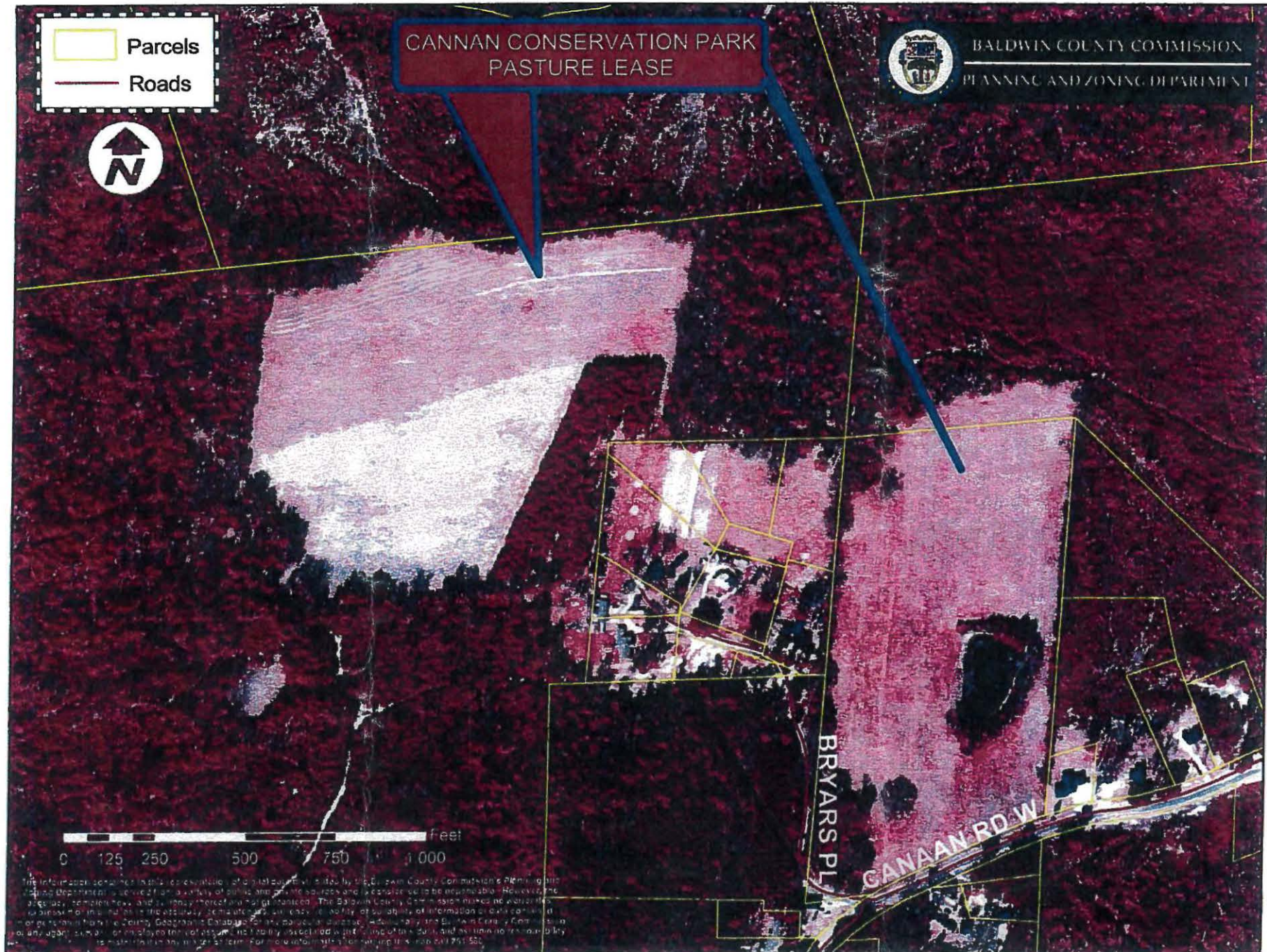
COUNTY OF BALDWIN)

I, Miranda H. McKinnon, a Notary Public, in and for said County in said State, do hereby certify that Frank Bryars, whose name 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, he voluntarily executed the same on the day the same bears date.

GIVEN under my hand and seal this the 30th day of September, 2019.

Miranda H. McKinnon
Notary Public
My Commission Expires: _____

My Commission Expires:
February 25, 2023





Baldwin County Commission

Agenda Action Form

File #: 21-0771, **Version:** 1

Item #: BA5

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Wayne Dyess, County Administrator; Anu Gary, Administrative Services Manager; Harry D'Olive, Judge of Probate; and Violetta Smith, Elections Coordinator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Voting Administration - Various Changes to Baldwin County Voting Precincts

STAFF RECOMMENDATION

Adopt Resolution #2021-072 which amends Resolution #2020-132, to provide for certain changes affecting voting in Baldwin County, Alabama, in conformance with applicable Alabama law, specifically to accomplish the following:

1) DIVISION OF EXISTING VOTING PRECINCTS TO CREATE AN ADDITIONAL, NEW VOTING PRECINCT AND DESIGNATION OF VOTING LOCATION FOR THE NEWLY CREATED VOTING PRECINCT

Authorize the division of Baldwin County Voting Precinct No. 41 (Orange Beach), said division creating a new Baldwin County Voting Precinct No. 51 (Ono Island) and designating The Harriett Cockrell Center, located at 31692 Dolphin Drive, Orange Beach, Alabama, as the Voting Place for said new Voting Precinct No. 51.

[Current Precinct No. 41 will be split by separating Ono Island from the precinct with the Ono Island portion being designated as a new Precinct No. 51 and the rest of the precinct remaining as Precinct No. 41. The Orange Beach Community Center will remain as the polling place for Precinct No. 41.]

2) RELOCATION OF VOTING PLACES

Relocate the Voting Place for Baldwin County Voting Precinct No. 49 (Fairhope East) from the Fairhope Avenue Baptist Church to the Homestead Village of Fairhope (Ballroom), located at 924 Plantation Boulevard, Fairhope, Alabama.

3) NOTIFICATION OF COMMISSION ACTION

a) Authorize the Chairman to execute correspondence informing the voting place(s) involved of the changes affecting voting in Baldwin County, Alabama.

b) Authorize the Chairman to execute correspondence to all county election officials (Probate Judge, Sheriff, Absentee Election Manager and Board of Registrars) informing them of the voting changes for Baldwin County Voting Precinct No. 41 and No. 49.

c) Authorize the Chairman to execute correspondence to the Board of Registrars ordering them to immediately issue new voting cards for the affected voters of Baldwin County Voting Precincts No. 41 and No. 49.

BACKGROUND INFORMATION

Previous Commission action/date: September 1, 2020, BCC Regular Meeting - Resolution #2020-132 was adopted by the Commission, which approved voting changes.

GENERAL BACKGROUND INFORMATION ON THE REQUEST:

Precinct 41 (Orange Beach) - Currently there are 8,600+ voters that vote at the Orange Beach Community Center, which has created issues with traffic and parking at the site. Staff has contacted the Ono Island POA and the Board of Directors has agreed to allow the County to use The Harriett Cockrell Center for voting. This will help alleviate the traffic and parking issues at the Orange Beach Community Center and allow the 1,100+ registered voters at Ono Island to vote on the island.

Precinct 49 (Fairhope East) - The Fairhope Avenue Baptist Church which is a designated Voting Place for Baldwin County Voting Precinct No. 49 (Fairhope East), has informed staff the facility will no longer be available to be used for voting. The church facilities were damaged during Hurricane Sally and repairs are on-going.

Staff has contacted the management at The Homestead Village of Fairhope, and they have agreed for the County to use its facilities for voting.

These Baldwin County Voting Precincts and Voting Places are used for federal, state, county and district elections in accordance with Alabama law, excepting municipal elections, and are designated by the Baldwin County Commission pursuant to applicable Alabama law as found at Section 17-6-1 through Section 17-6-9 of the Code of Alabama 1975.

Pursuant to §17-6-6 (a) Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, retains the sole authority to change the configuration, boundaries, or designation of the Voting Precincts in Baldwin County, Alabama, and, furthermore, any change so determined shall be adopted by resolution. Pursuant to §17-6-4 Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, is, authorized to designate and select a Voting Place for each Voting Precinct

Section 17-6-4 (d) of the Code of Alabama 1975 prohibits voting places for voting precincts to be changed within three (3) months of an election.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes, public notice required (see attached Notice).

If the proof of publication affidavit is not attached, list the reason: Advertising will take place after Commission approval.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration - Correspondence and Public Notices

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

1) (Hand Delivery) Letter and Map to:
Baldwin County Probate Court
ATTN: Judge of Probate Harry D'Olive

2) (Hand Delivery) Letter and Map to:
Board of Registrars
ATTN: Chairperson Betty Sweet

3) Letter and Map (via email) to:
Absentee Election Manager
ATTN: Jody Wise, Circuit Clerk
jody.wise@alacourt.gov

3) (Certified Mail) Letter and Map to:

Reapportionment Office
ATTN: Donna Shanholtzer, Director
Alabama State House
11 South Union Street
Room 303
Montgomery, Alabama 36130

cc: David Brewer, Chief of Staff, Alabama Secretary of State
David.Brewer@sos.alabama.gov

4) (Certified Mail and Regular Mail) Letter and Map to:

Homestead Village of Fairhope
Attn: Kim Neal, General Manager
924 Plantation Boulevard
Fairhope, Alabama 36532
kneal@hvfairhope.com
Contact # 251-929-0250

5) (Certified Mail and Regular Mail) Letter and Map to:

The Ono Island Property Owners Association
Attn: Shannon L. Harrison, Administrator
28491 Ono Boulevard
Orange Beach, Alabama 36561
shannon@onoislandpoa.com
Contact # 251-980-5152

- Public Notice to media, county facilities, county website
- Update Voting Locations Physical Address List on county website
- Update Voting webpage - Notice for Change
- Upload Voting Precinct Map for Precincts 41, 49 and 51 on Probate website (CIS or Planning)

Additional instructions/notes: N/A

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**RESOLUTION #2021-072
OF THE
BALDWIN COUNTY COMMISSION**

AMENDING RESOLUTION #2020-132 OF THE BALDWIN COUNTY COMMISSION (SEPTEMBER 1, 2020), WHICH AMENDED RESOLUTION #2020-016 OF THE BALDWIN COUNTY COMMISSION (NOVEMBER 5, 2019), WHICH AMENDED RESOLUTION #2018-043 OF THE BALDWIN COUNTY COMMISSION (JANUARY 16, 2018, REGULAR MEETING), WHICH AMENDED RESOLUTION #2017-015 OF THE BALDWIN COUNTY COMMISSION (NOVEMBER 15, 2016, REGULAR MEETING),

WHICH PROVIDES FOR THE COMPREHENSIVE ESTABLISHMENT OR LIMITED CHANGES AND ALTERATIONS OF THE CONFIGURATION, BOUNDARIES, OR DESIGNATION OF THE VOTING PRECINCTS AND DESIGNATION OF VOTING (POLLING) PLACES IN BALDWIN COUNTY, ALABAMA, PURSUANT TO APPLICABLE ALABAMA LAW, TO ACCOMPLISH THE FOLLOWING:

- 1) Relocating and Designating the Voting Place for the following Voting Precinct:**

Voting Precinct No. 49 (Fairhope East); and

- 2) Changing certain voting precinct(s) by dividing the precinct into two or more precincts in order to make it more convenient for voters to vote, or to facilitate the administration of the election process, or to accomplish reapportionment or when it becomes necessary to consolidate precinct(s) as follows:**

Voting Precinct No. 41 (Orange Beach); and

- 3) Due to the division of certain precinct(s) listed above, designate the following new voting precinct in Baldwin County, Alabama, and designate and select a voting place for the new voting precinct in order to facilitate the administration of the election process as follows:**

Voting Precinct No. 51 (Ono Island).

Section 1. Statutory Authority

WHEREAS, pursuant to §17-6-6 (a) Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, retains the sole authority to change the configuration, boundaries, or designation of the Voting Precincts in Baldwin County, Alabama, and, furthermore, any change so determined shall be adopted by resolution; and

WHEREAS, pursuant to §17-6-6 (b) Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, is authorized to change a precinct by dividing the precinct into two or more precincts in order to make it more convenient for voters to vote, or to facilitate the administration of the election process, or to accomplish reapportionment or when it becomes necessary to consolidate precinct(s); and

WHEREAS, pursuant to §17-6-4 Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, is authorized to designate and select a Voting Place for each Voting Precinct; and

WHEREAS, further, pursuant to §17-6-2 Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, is authorized to make such changes, alterations or reconfigurations to the applicable Voting Precincts, by defining their new physical boundaries through data and assistance provided pursuant to §17-6-6 through §17-6-8 Code of Alabama 1975, as amended, by the Reapportionment Office of the State of Alabama, as clearly visible, definable and observable which were based upon criteria established and recognized by the Bureau of the Census of the United States Department of Commerce for purposes of defining standard census units [i.e. U.S. Census Bureau - GEOID Blocks].

Section 2. Implementing the provisions of Resolution #2021-072 of the Baldwin County Commission

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that:

The Baldwin County Commission hereby adopts Resolution #2021-072, which supersedes and replaces Resolution #2020-132 adopted by the Baldwin County Commission during its September 1, 2020, regular meeting, which provides for the comprehensive establishment or limited changes and alterations of the configuration, boundaries, or designation of the Voting Precincts and designation of Voting (Polling) Places in Baldwin County, Alabama, pursuant to applicable Alabama law, in order to facilitate the administration of the election processes, as defined in “**Exhibit A**” attached.

BE IT FURTHER RESOLVED AND ORDERED, that, as required by §17-6-1 through §17-6-9 Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, upon adoption, will file, as forwarded via Hand Delivery, with the Office of Judge of Probate of Baldwin County, Alabama, the Office of Board of Registrars of Baldwin County, Alabama, and, via United States Postal Service Certified Mail, the Reapportionment Office of the State of Alabama, a certified copy of this Resolution, together with maps (“**Exhibit B**”) of the applicable areas of the county.

BE IT FURTHER RESOLVED AND ORDERED, that, pursuant to Shelby County, Alabama v. Holder, Attorney General, et al., Supreme Court of the United States (as issued on June 25, 2013) this instrument is not subject to Section 5 of the Voting Rights Act of 1965 (42 U.S.C. 1973c.), as amended.

BE IT FURTHER RESOLVED AND ORDERED, that, Resolution #2020-132, is hereby superseded and replaced by this instrument.

DONE, at the County Seat, in Bay Minette, Alabama, and under the Seal of the County Commission of Baldwin County, Alabama, on this the 20th day of July, 2021.

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne Dyess, County Administrator

VOTING PRECINCT 1
Voting Place: Little River Volunteer Fire Department

Voting Precinct #1 is defined by the following GEOID Blocks:

010030101001012	010030101001055	010030101001063	010030101003087	010030101001025
010030101001016	010030101001011	010030101003127	010030101003037	010030101003014
010030101001010	010030101003055	010030101003114	010030101003030	010030101003113
010030101001020	010030101003109	010030101001002	010030101003249	010030101003076
010030101001015	010030101003002	010030101003106	010030101003005	010030101003049
010030101001003	010030101001008	010030101003118	010030101003039	010030101003032
010030101003017	010030101003143	010030101003051	010030101001062	010030101003065
010030101001031	010030101003033	010030101003080	010030101003119	010030101003047
010030101001018	010030101003083	010030101003024	010030101001024	010030101003079
010030101003251	010030101003054	010030101001059	010030101003050	010030101001013
010030101001000	010030101001060	010030101003028	010030101003128	010030101003066
010030101001030	010030101001205	010030101003018	010030101003247	010030101003125
010030101001061	010030101003103	010030101003123	010030101003025	010030101001207
010030101003015	010030101003048	010030101003019	010030101003243	010030101003120
010030101001004	010030101001029	010030101003053	010030101001065	010030101003013
010030101003045	010030101001009	010030101001001	010030101003036	010030101003061
010030101003064	010030101003246	010030101003012	010030101003063	010030101003108
010030101003022	010030101003136	010030101001057	010030101003254	010030101003142
010030101003003	010030101003126	010030101003044	010030101001017	010030101003034
010030101003122	010030101003132	010030101003068	010030101003135	010030101003084
010030101003041	010030101003043	010030101001023	010030101001022	010030101003110
010030101003007	010030101003116	010030101003006	010030101003072	010030101003145
010030101003040	010030101003010	010030101003111	010030101003009	010030101001014
010030101003121	010030101001064	010030101003248	010030101003085	010030101003071
010030101001214	010030101003058	010030101003073	010030101003252	010030101003086
010030101003082	010030101003001	010030101003038	010030101003144	010030101003074
010030101003134	010030101003029	010030101003107	010030101003115	010030101001027
010030101003016	010030101003060	010030101003075	010030101003104	010030101001056
010030101003059	010030101003023	010030101003133	010030101003031	010030101003057
010030101003112	010030101001006	010030101003067	010030101003000	010030101003069
010030101003253	010030101001058	010030101001033	010030101003124	010030101003035
010030101003146	010030101001028	010030101003027	010030101003242	010030101001005
010030101001026	010030101003052	010030101003131	010030101003102	010030101003078
010030101003077	010030101003011	010030101003081	010030101001019	010030101003046
010030101001032	010030101003056	010030101003062	010030101003129	010030101001021
010030101003021	010030101003026	010030101003004	010030101003008	010030101003130
010030101003042	010030101003105	010030101003117	010030101003020	010030101001007

VOTING PRECINCT 2
Voting Place: Tensaw Volunteer Fire Department (New Fire Station)

Voting Precinct #2 is defined by the following GEOID Blocks:

010030101001082	010030101001164	010030101001088	010030101001119	010030101001111
010030101001155	010030101001137	010030101001150	010030101001072	010030101001067
010030101002071	010030101001152	010030101001144	010030101001203	010030101001206
010030101001135	010030101001192	010030101001174	010030101001066	010030101001034
010030101001091	010030101001172	010030101002073	010030101001114	010030101001108
010030101001083	010030101001050	010030101001163	010030101001202	010030101001070
010030101001141	010030101001156	010030101001182	010030101001109	010030101001117
010030101001102	010030101001181	010030101001161	010030101001170	010030101001123
010030101001049	010030101001158	010030101001042	010030101001130	010030101001113
010030101001166	010030101001084	010030101001116	010030101001211	010030101001043
010030101001157	010030101001079	010030101001077	010030101001093	010030101001128
010030101001139	010030101001154	010030101001107	010030101001092	010030101001210
010030101001045	010030101001159	010030101001124	010030101001037	010030101001136
010030101001146	010030101001081	010030101001098	010030101001110	010030101001140
010030101001177	010030101001052	010030101001104	010030101001047	010030101001089
010030101001200	010030101001053	010030101001074	010030101001134	010030101001094
010030101001212	010030101001035	010030101001122	010030101001101	010030101001040
010030101001153	010030101001160	010030101001036	010030101001041	010030101001138
010030101001197	010030101001193	010030101001071	010030101001096	010030101001148
010030101001149	010030101001178	010030101001133	010030101001127	010030101001100
010030101001145	010030101001168	010030101001048	010030101001147	010030101001097
010030101001201	010030101001120	010030101001073	010030101001143	010030101001179
010030101001175	010030101001142	010030101001051	010030101001106	010030101001046
010030101001176	010030101001131	010030101001076	010030101001125	010030101001129
010030101001151	010030101001162	010030101001105	010030101001069	010030101001103
010030101001086	010030101001204	010030101001099	010030101001095	010030101001118
010030101001085	010030101001044	010030101001039	010030101001126	010030101001209
010030101001112	010030101001185	010030101001115	010030101001075	010030101001208
010030101001199	010030101002019	010030101002072	010030101001090	010030101001038
010030101001169	010030101001173	010030101001121	010030101001054	010030101001165
010030101001171	010030101001080	010030101001132	010030101001068	010030101001087
010030101001180	010030101002017	010030101001078	010030101001198	

VOTING PRECINCT 3
Voting Place: Old Vaughn School

Voting Precinct #3 is defined by the following GEOID Blocks:

010030101002088	010030101002069	010030101002080	010030101002022	010030101002036
010030101002076	010030101002058	010030101002040	010030101002046	010030101002047
010030101002045	010030101002033	010030101002146	010030101002085	010030101002043
010030101002068	010030101002063	010030101002023	010030101002147	010030101002102
010030101002082	010030101002084	010030101002032	010030101002027	010030101002020
010030101002064	010030101002086	010030101002028	010030101002044	010030101002042
010030101002089	010030101002149	010030101002067	010030101002144	010030101002024
010030101002060	010030101002083	010030101002034	010030101002030	010030101002074
010030101002061	010030101002056	010030101002059	010030101002025	010030101001213
010030101002031	010030101002078	010030101002142	010030101002021	010030101002038
010030101002075	010030101002066	010030101002079	010030101002077	
010030101002070	010030101002065	010030101002062	010030101002029	
010030101002057	010030101001167	010030101002081	010030101002087	
010030101002016	010030101002018	010030101002041	010030101002026	

VOTING PRECINCT 4
Voting Place: Crossroads Durant Chapel Baptist Church

Voting Precinct #4 is defined by the following GEOID Blocks:

010030107011006	010030103003063	010030103003064	010030103003128	010030103003142
010030103003057	010030103003144	010030103003154	010030107011048	010030103003059
010030103003082	010030103003047	010030103003055	010030107011008	010030103003140
010030103002021	010030103003068	010030103003053	010030103003056	010030103003153
010030103002010	010030107011046	010030103002018	010030101002150	010030103003157
010030107011007	010030103003062	010030103003156	010030103003123	010030103003139
010030107011003	010030103003118	010030103003060	010030103003067	010030103003046
010030107011005	010030103003124	010030103003052	010030103003132	010030103003050
010030103002016	010030103002005	010030103002019	010030103003048	010030101002152
010030107011047	010030103003049	010030103003136	010030103003145	010030107011004
010030103003069	010030103003141	010030103003146	010030103003081	010030103002013
010030103003054	010030103003155	010030103003051	010030101002153	010030103003077
010030103003143	010030107011000	010030103002011	010030103003148	010030103002030
010030103003042	010030103003125	010030103003040	010030107011002	010030103003079
010030103003044	010030103003058	010030103003070	010030103003147	010030103002017
010030103003036	010030103003083	010030103003075	010030103003152	010030103002007
010030107011040	010030103003135	010030103003043	010030107011034	010030103003072
010030103003039	010030103003134	010030103003065	010030103003038	010030107011001

010030103003073	010030103003078	010030101002151	010030103002029	010030103002009
010030103003076	010030103002014	010030107011010	010030103002002	010030103003119
010030103003127	010030103002003	010030103002028	010030103003130	010030103003045
010030103003074	010030107011009	010030103003041	010030103002006	010030107011011
010030103003138	010030103003071	010030103003061	010030103003120	
010030107011142	010030103003137	010030103003126	010030103003133	
010030103002012	010030103003080	010030103002004	010030103002015	
010030103003066	010030103003122	010030103003131	010030103003129	

VOTING PRECINCT 5
Voting Place: Douglasville Boykin Center

Voting Precinct #5 is defined by the following GEOID Blocks:

010030106003019	010030103001002	010030103001000	010030103001012	010030103001013
010030103001018	010030106003051	010030106001013	010030106003027	010030106001011
010030103001021	010030103001015	010030106002032	010030106001003	010030103001009
010030106001006	010030103001006	010030103001010	010030103001042	010030106001009
010030106001023	010030106001018	010030103001041	010030106003028	010030106003026
010030103001007	010030106001019	010030106001016	010030106003057	010030106001017
010030106003050	010030103001040	010030103001001	010030106003029	010030106001012
010030106001000	010030106001020	010030106003020	010030103001008	010030106001014
010030106001015	010030103001044	010030106001001	010030103001011	010030106001002
010030106003058	010030106001004	010030106001005	010030106001007	010030103001043
010030106003018	010030103001014	010030103001020	010030103001003	010030103001019
010030103001016	010030106003049	010030106001008	010030106002033	010030103001005
010030103001017	010030106001024	010030106001010	010030103001004	

VOTING PRECINCT 6
Voting Place: Bromley Substation - Crossroads Volunteer Fire Department

Voting Precinct #6 is defined by the following GEOID Blocks:

010030107011012	010030107014115	010030107051098	010030103002020	010030103002081
010030107032054	010030103002022	010030107011020	010030107032052	010030107011016
010030103002114	010030103002093	010030103002034	010030107032015	010030103002159
010030107051096	010030103002025	010030103002094	010030107011015	010030103002082
010030103002031	010030107051095	010030103002023	010030103002024	010030103002039
010030107032284	010030107014110	010030107032014	010030107011042	010030103002158
010030103002026	010030107032024	010030103002036	010030107051101	010030103002116
010030107051097	010030107014109	010030103002037	010030103002176	010030103002111
010030107032017	010030107014112	010030107032018	010030107011026	010030103002035
010030107014114	010030103002032	010030107051099	010030107011043	010030103002097

010030103002099	010030103002123	010030107032006	010030107011013	010030107011032
010030103002047	010030107011045	010030103002109	010030103002044	010030107011024
010030107011041	010030103002049	010030103002104	010030103002178	010030103002027
010030103002038	010030107011018	010030103002041	010030107011027	010030103002168
010030103002110	010030103002098	010030107032005	010030103002167	010030103002108
010030103002086	010030103002042	010030107032009	010030107011028	010030103002046
010030103002113	010030103002122	010030107011038	010030107051106	010030103002119
010030107032286	010030103002051	010030107011014	010030107011023	010030107032023
010030103002053	010030107011033	010030107011017	010030107032008	010030107032010
010030107011035	010030103002175	010030107011022	010030107011044	010030103002045
010030103002107	010030103002121	010030103002092	010030107051100	010030103002052
010030107032021	010030107014113	010030107014111	010030103002124	010030107011039
010030103002177	010030107011029	010030103002095	010030107032013	010030103002112
010030103002050	010030107032048	010030103002096	010030103002033	010030103002040
010030107051102	010030103002105	010030103002181	010030103002087	010030107011021
010030103002100	010030107032012	010030107032035	010030107032022	010030107032053
010030103002160	010030107011037	010030107032011	010030107011036	010030107032025

VOTING PRECINCT 7
Voting Place: Spanish Fort New Life Assembly of God Church

Voting Precinct #7 is defined by the following GEOID Blocks:

010030107032059	010030107032164	010030107032274	010030107032188	010030107032200
010030107032241	010030107031004	010030107032135	010030107032093	010030107032065
010030107031000	010030107032076	010030107032182	010030107032046	010030107032124
010030107031006	010030107032049	010030107032096	010030107032060	010030107032219
010030107031007	010030107032133	010030107032232	010030107032271	010030107032256
010030107031011	010030107032063	010030107032250	010030107032092	010030107032201
010030107032030	010030107032167	010030107032165	010030107032108	010030107032265
010030107032218	010030107032290	010030107032114	010030107031010	010030107032220
010030107032130	010030107032225	010030107032171	010030107032110	010030107032073
010030107032237	010030107032277	010030107032078	010030107032254	010030107032258
010030107032205	010030107032253	010030107032228	010030107032155	010030107032194
010030107032216	010030107032259	010030107032261	010030107032099	010030107031009
010030107032087	010030107032251	010030107032074	010030107032095	010030107032037
010030107032136	010030107032255	010030107032075	010030107032140	010030107032217
010030107032062	010030107032047	010030107032236	010030107032117	010030107032264
010030107032166	010030107032170	010030107032066	010030107032278	010030107032276
010030107032080	010030107032221	010030107032173	010030107032032	010030107032252
010030107032214	010030107032183	010030107032210	010030107032268	010030107032160
010030107032157	010030107032282	010030107032245	010030107032239	010030107032285
010030107032226	010030107032215	010030107032134	010030107032244	010030107032186
010030107032081	010030107032137	010030107032033	010030107032178	010030107041010

010030107032156	010030107032243	010030107032034	010030107032275	010030107032105
010030107032071	010030107032206	010030107032082	010030107032044	010030107032083
010030107032147	010030107032175	010030107032279	010030107041014	010030107032139
010030107032238	010030107032176	010030107032038	010030107032090	010030107032103
010030107031008	010030107032094	010030107032042	010030107032036	010030107032098
010030107032235	010030107032213	010030107032061	010030107032287	010030107032127
010030107032041	010030107041009	010030107032269	010030107032192	010030107032208
010030107032202	010030107032116	010030107032168	010030107041020	010030107041019
010030107032257	010030107032212	010030107032184	010030107032181	010030107032153
010030107032058	010030107032077	010030107032151	010030107032283	010030107032084
010030107032057	010030107032207	010030107032187	010030107032070	010030107032089
010030107032043	010030107032113	010030107032128	010030107032280	010030107032204
010030107032126	010030107032234	010030107032112	010030107032227	010030107032240
010030107032260	010030107032263	010030107032199	010030107032174	010030107041013
010030107032273	010030107032161	010030107032056	010030107032031	010030107032230
010030107032272	010030107032203	010030107032163	010030107032040	010030107032209
010030107032266	010030107032169	010030107032067	010030107032289	010030107031001
010030107032189	010030107032068	010030107032101	010030107032246	010030107031002
010030107032145	010030107032132	010030107032100	010030107032223	010030107032079
010030107032191	010030107032045	010030107032159	010030107032179	010030107032224
010030107032262	010030107032131	010030107032125	010030107032154	010030107032185
010030107032211	010030107032180	010030107032249	010030107032150	010030107032072
010030107031015	010030107032158	010030107032141	010030107032247	010030107032152
010030107032142	010030107032177	010030107032162	010030107032242	010030107032109
010030107032144	010030107032121	010030107032231	010030107032281	010030107032102
010030107032111	010030107032248	010030107032104	010030107041018	010030107032148
010030107032193	010030107032086	010030107031003	010030107032172	010030107032195
010030107032064	010030107032229	010030107041011	010030107032088	010030107032222
010030107032149	010030107032190	010030107032091	010030107032039	010030107032233
010030107032120	010030107032129	010030107032069	010030107032288	010030107032138
010030107032267	010030107032115	010030107032097	010030107032085	010030107041113

VOTING PRECINCT 8				
Voting Place: Loxley, Ellisville Community Center				

Voting Precinct #8 is defined by the following GEOID Blocks:

010030109031017	010030109031032	010030109031038	010030109031019	010030109031018
010030109033013	010030109031016	010030109033015	010030109031035	010030109031020
010030109031031	010030109031008	010030109033005	010030109033004	010030109033018
010030109031015	010030109031028	010030109031009	010030109033022	010030109031036
010030109033017	010030109033019	010030109031064	010030109031030	010030109031033
010030109031065	010030109033023	010030109031027	010030109033011	010030109031037
010030109031007	010030109031039	010030109033003	010030109033012	010030109033016

010030109033014

010030109031029

010030109031034

010030109031070

VOTING PRECINCT 9				
Voting Place: Loxley Civic Center				

Voting Precinct #9 is defined by the following GEOID Blocks:

10030109043013	010030104002085	010030109031025	010030109031000	010030109031005
010030104002088	010030109032004	010030109043023	010030109043051	010030109043011
010030109033006	010030109031024	010030104002102	010030109033000	010030109031066
010030109043014	010030109031058	010030109032022	010030109043066	010030109043029
010030109043053	010030109043009	010030109043071	010030109031046	010030109031054
010030109043008	010030109043054	010030109043061	010030104002057	010030109032003
010030104002074	010030104002105	010030109043018	010030109031050	010030109031057
010030109033020	010030109031006	010030104002038	010030109043022	010030109043058
010030109043012	010030104002070	010030109031026	010030104002106	010030109043026
010030109033025	010030104002144	010030109043062	010030109031056	010030109043050
010030109033001	010030109031063	010030109043017	010030109043055	010030109043057
010030109031012	010030109031021	010030109032008	010030109031042	010030109033010
010030109043069	010030109043073	010030109031003	010030109043063	010030109031002
010030109032009	010030109031051	010030109033009	010030109031001	010030104002099
010030109043019	010030109043021	010030109033032	010030109031061	010030104002084
010030104002068	010030109031043	010030109033007	010030109043028	010030104002056
010030109043052	010030104002101	010030109043065	010030109043010	010030109043067
010030109031023	010030109031067	010030109031052	010030109032007	010030109032000
010030109031062	010030109031045	010030104002089	010030109031041	010030109033031
010030109043060	010030109031022	010030104002098	010030109031047	010030109032006
010030109031068	010030109031044	010030104002100	010030104002073	010030109032001
010030104002058	010030109031059	010030109043015	010030104002075	010030109043020
010030109031069	010030104002067	010030109031053	010030109031010	010030109033002
010030104002071	010030109043072	010030109043027	010030109031048	010030109043056
010030109043016	010030109033026	010030109043074	010030109031060	010030109031013
010030109043064	010030109032005	010030109031040	010030109033008	
010030104002076	010030104002107	010030109031055	010030109031011	
010030104002077	010030109043024	010030109032002	010030109031049	
010030109031004	010030104002161	010030109043025	010030109031014	

VOTING PRECINCT 10				
Voting Place: Point Clear St. Francis at the Point Anglican Church				

Voting Precinct #10 is defined by the following GEOID Blocks:

010030113001030

010030113001018

010030113001032

010030113001006

010039900000006

010030113001003	010030113001007	010030113001020	010030112021026	010030113001014
010030113004009	010030113004010	010030112021030	010030112022050	010030112021033
010030113001009	010030112021023	010030113001044	010030112021032	010030113001033
010030113001001	010030112022049	010030113001049	010030113001051	010030111022053
010030113004001	010030111021036	010030111022052	010030113001036	010030113001027
010030112021062	010030113001015	010030113001037	010030112021060	010030113001043
010030113001012	010030113004004	010030113001016	010030112021029	010030113001040
010030113001022	010030113001011	010030111022041	010030111021033	010030112021054
010030113004003	010030112021027	010030113001045	010030112021022	010030112021025
010030113004000	010030113001008	010030113001034	010030113001031	010030113001024
010030112021021	010030112021037	010030112021048	010030113001029	010030112021050
010030113001052	010030113001053	010030113001026	010030113001054	010030113004008
010030113004005	010030113001055	010030113001023	010030113004002	010030112021051
010030111021032	010030113001025	010030112021028	010030113001035	010030113004011
010030113001021	010030112021052	010030113004007	010030113001013	010030113001046
010030112021058	010030113001000	010030112022048	010030112021059	010030113001028
010030112021036	010030113001010	010030113001041	010030113001056	010030113004013
010030112021053	010030113001004	010030113001038	010030113001002	010030112021061
010030112021034	010030112022004	010030113001048	010030113001039	010030112021031
010030112021038	010030112021055	010030113001017	010030113004006	010030112022003
010030113001019	010030113001042	010030113001050	010030112021063	
010030113001047	010030113001057	010030113004012	010030113001005	
010030112021035	010030111022042	010030113004050	010030112021024	

VOTING PRECINCT 11
Voting Place: Lottie Volunteer Fire Department

Voting Precinct #11 is defined by the following GEOID Blocks:

010030101003218	010030101003140	010030101003162	010030101003094	010030101003221
010030101003222	010030101003235	010030101003164	010030101003159	010030101003225
010030101003093	010030101003157	010030101003170	010030101003150	010030101003161
010030101003088	010030101003194	010030101003148	010030101003091	010030101003155
010030101003165	010030101003160	010030101003202	010030101003182	010030101003166
010030101003096	010030101003244	010030101003224	010030101003185	010030101003099
010030101003139	010030101003230	010030101003187	010030101003186	010030101003154
010030101003163	010030101003090	010030101003097	010030101003245	010030101003156
010030101003138	010030101003141	010030101003181	010030101003250	010030101003152
010030101003188	010030101003220	010030101003223	010030101003100	010030101003168
010030101003158	010030101003098	010030101003226	010030101003231	010030101003229
010030101003137	010030101003095	010030101003147	010030101003234	010030101003227
010030101003092	010030101003089	010030101003228	010030101003101	010030101003167
010030101003070	010030101003151	010030101003153	010030101003149	010030102001000
010030101003232	010030101003201	010030101003200	010030101003233	010030102001005

VOTING PRECINCT 12
Voting Place: Stockton Civic Building

Voting Precinct #12 is defined by the following GEOID Blocks:

010030101003183	010030101002037	010030101002015	010030101002001	010030101002107
010030101003184	010030101002094	010030101002119	010030101002012	010030101003179
010030101003180	010030101002125	010030101001188	010030101003173	010030101002039
010030101003172	010030101002104	010030101001189	010030101002092	010030101002095
010030101002140	010030101002093	010030101002010	010030101002128	010030101002014
010030101002156	010030101002121	010030101002008	010030101003176	010030101002048
010030101002101	010030101002035	010030101002127	010030101002099	010030101002100
010030101002055	010030101001187	010030101002011	010030101002155	010030101001194
010030101002096	010030101002122	010030101002106	010030101002009	010030101001190
010030101002139	010030101002013	010030101001195	010030101003175	010030101002145
010030101002050	010030101003171	010030101001191	010030101002003	010030101002131
010030101002143	010030101002129	010030101003178	010030101003174	010030101002137
010030101002002	010030101002097	010030101002130	010030101002049	010030101002053
010030101001186	010030101003169	010030101002136	010030101002118	010030101002117
010030101001183	010030101002132	010030101002135	010030101001184	010030101002098
010030101002123	010030101002000	010030101002154	010030101002124	
010030101003177	010030101001196	010030101002126	010030101002103	

VOTING PRECINCT 13
Voting Place: Rabun Volunteer Fire Department

Voting Precinct #13 is defined by the following GEOID Blocks:

010030101003216	010030101003193	010030101002110	010030101002006	010030101002052
010030101003215	010030101002133	010030101003237	010030101002051	010030101003209
010030101002004	010030101003204	010030101002113	010030101002105	010030101002134
010030101002111	010030101002112	010030101003212	010030101003236	010030101003208
010030101003197	010030101003213	010030101002120	010030101003198	010030102001055
010030101002109	010030101003207	010030101003190	010030101003192	010030102001054
010030101002115	010030101003217	010030101003206	010030101003214	010030102001015
010030101003203	010030101002116	010030101003210	010030101003189	010030102001006
010030101003239	010030101002114	010030101003205	010030101003219	
010030101003196	010030101003199	010030101003191	010030101003211	
010030101002108	010030101003240	010030102001016	010030101003241	
010030101003238	010030101002005	010030101002007	010030101003195	

VOTING PRECINCT 14
Voting Place: Perdido Volunteer Fire Department Station #1

Voting Precinct #14 is defined by the following GEOID Blocks:

010030102001120	010030102002021	010030102001097	010030102001007	010030102001113
010030102001030	010030102002063	010030102001034	010030102001096	010030102002012
010030102001032	010030102001019	010030102002000	010030102002001	010030102001035
010030102001011	010030102002023	010030102001010	010030102001014	010030102002007
010030102001001	010030102001044	010030102001042	010030102002026	010030102001049
010030102002055	010030102002017	010030102002022	010030102001098	010030102001008
010030102002008	010030102002009	010030102001112	010030102001043	010030102002024
010030102002056	010030102002011	010030102002019	010030102001028	010030102001056
010030102002020	010030102001038	010030102002015	010030102001021	010030102002004
010030102001003	010030102001024	010030102001002	010030102001031	010030102001057
010030102002014	010030102002016	010030102001026	010030102001022	010030102001048
010030102002059	010030102001009	010030102001027	010030102001036	010030102001017
010030102001029	010030102001040	010030102001023	010030102001020	010030102001037
010030102002027	010030102001045	010030102001004	010030102002013	010030102001039
010030102002003	010030102001046	010030102002005	010030102001033	010030102002006
010030102001013	010030102001012	010030102002002	010030102001099	010030102001025
010030102002018	010030102001101	010030102001047	010030102001041	010030102002010
010030102002057	010030102002025	010030102001100	010030102001018	

VOTING PRECINCT 15
Voting Place: Bay Minette City Hall and Civic Center

Voting Precinct #15 is defined by the following GEOID Blocks:

010030103003103	010030105003054	010030105004011	010030103003026	010030102002052
010030103003099	010030103003016	010030102002058	010030103003008	010030103003037
010030104003005	010030103003159	010030103003027	010030104003027	010030102002030
010030103003023	010030103003087	010030103003113	010030103003013	010030103003092
010030103003015	010030102002050	010030103003030	010030103003012	010030104003017
010030103003022	010030102001050	010030103003085	010030103003035	010030102001086
010030102001121	010030105003025	010030102001064	010030103003018	010030106003015
010030103003021	010030103003088	010030102002032	010030102002045	010030105004008
010030102001122	010030104003016	010030103003084	010030103003011	010030105004037
010030105003011	010030104001004	010030102001068	010030104003138	010030102001085
010030102001058	010030103003114	010030103003089	010030103003093	010030105003012
010030103003014	010030103003031	010030103003020	010030105003001	010030102001083
010030103003025	010030105001024	010030105003055	010030103003034	010030106002025
010030102001126	010030102002054	010030103003024	010030104003000	010030105003050

010030105002008	010030102002031	010030102002046	010030105001018	010030106002004
010030105002002	010030105003051	010030103003090	010030103003107	010030105003019
010030102001075	010030105001058	010030102002062	010030106002030	010030103003112
010030103003000	010030102002051	010030106003025	010030105004025	010030105004016
010030105002045	010030102001081	010030105002053	010030105003009	010030105001041
010030105001026	010030102001133	010030105002031	010030103003108	010030105004047
010030102001115	010030106002026	010030104001015	010030106002027	010030102001109
010030102001070	010030105002039	010030102002035	010030105001086	010030102002028
010030105002006	010030105002012	010030106003022	010030103003005	010030105001063
010030103003115	010030102001117	010030105001007	010030105002030	010030106003047
010030105001065	010030103003121	010030102001080	010030105001028	010030105003044
010030102002044	010030105003005	010030105001061	010030105004021	010030102001084
010030105001044	010030102001095	010030102002047	010030105001040	010030102001103
010030105003041	010030106003017	010030105001043	010030105003036	010030105002013
010030105001016	010030105004015	010030105001072	010030105003015	010030106002009
010030105001060	010030105004057	010030105004019	010030105002004	010030105004017
010030105001022	010030105001035	010030106003009	010030105001039	010030105001034
010030103003105	010030103003007	010030102001061	010030102001072	010030102001132
010030105003027	010030105002019	010030104001016	010030105004054	010030105004001
010030106002023	010030102001071	010030105004006	010030103003109	010030106001021
010030103003116	010030104001005	010030102001060	010030102001079	010030105004048
010030106003016	010030105001002	010030105004031	010030105003006	010030104003008
010030105004049	010030103003032	010030105001077	010030102002060	010030106003042
010030105001079	010030105003048	010030105004007	010030102001074	010030105004053
010030105001055	010030105001030	010030105003043	010030102001104	010030102001130
010030104003010	010030105002034	010030102002029	010030105003033	010030102002041
010030105004003	010030102001131	010030106002037	010030105004027	010030104001009
010030106002028	010030105001031	010030102001063	010030105003035	010030106002031
010030105003003	010030105001081	010030105002026	010030102002039	010030105001078
010030105001013	010030102001106	010030106003048	010030105001019	010030102001125
010030105002014	010030104001003	010030102001105	010030105002027	010030105004051
010030105001005	010030104003001	010030105001080	010030103003028	010030105002046
010030105003021	010030104001018	010030106003045	010030106003056	010030105002024
010030104001001	010030105004052	010030105002050	010030103003117	010030105004058
010030106003046	010030102001077	010030105003028	010030105003047	010030105004010
010030102001067	010030105004014	010030105003037	010030105001032	010030105004043
010030105003039	010030105001009	010030102001118	010030105002052	010030102001051
010030105004036	010030103003091	010030105001048	010030105001017	010030105003052
010030105002040	010030103003086	010030105004022	010030104003015	010030105002028
010030105001027	010030103003110	010030105001029	010030105002048	010030105001075
010030105002029	010030105001020	010030106002007	010030105002016	010030105003000
010030105002036	010030105001064	010030105002017	010030105004000	010030105004056
010030105001074	010030102001123	010030105002042	010030105002001	010030105001050
010030102001128	010030103003017	010030105003008	010030106002036	010030106002015
010030105004035	010030105004039	010030103003101	010030105003049	010030102001127

010030102002042	010030105003045	010030105001062	010030106003055	010030105003007
010030105004012	010030104003013	010030106002008	010030102001108	010030105001003
010030103003019	010030105002000	010030102001082	010030105002021	010030103003029
010030106002002	010030106002034	010030105002049	010030106002003	010030103003150
010030104001006	010030102001111	010030102002033	010030105001083	010030105003004
010030102001076	010030104001007	010030105004026	010030105002035	010030102002040
010030106003060	010030105001068	010030105002007	010030106003044	010030105004030
010030106002022	010030105001073	010030102001091	010030105002005	010030103003106
010030105001059	010030105001053	010030105004041	010030104001008	010030106002029
010030103003095	010030105004032	010030105001021	010030105003031	010030106002021
010030102001065	010030105003032	010030103003006	010030103003010	010030104003003
010030102002048	010030105004050	010030105004042	010030104003011	010030105002043
010030105004020	010030105004038	010030105002010	010030106001022	010030102001069
010030105003046	010030104003007	010030105001085	010030106002018	010030105001015
010030103003151	010030105001006	010030102001053	010030104003002	010030102002049
010030105001004	010030103003111	010030105004024	010030106002005	010030102001052
010030105004059	010030105003056	010030105003040	010030105001084	010030103003004
010030105004034	010030106002006	010030105001047	010030102001090	010030105004004
010030103003104	010030105003030	010030102001078	010030106003023	010030106002017
010030104003012	010030103003102	010030105001001	010030102001124	010030103003002
010030102001093	010030105003034	010030105003017	010030106003007	010030105002018
010030102002037	010030105001066	010030106003008	010030105004044	010030102001087
010030105004046	010030105004023	010030105001056	010030102002036	010030105002023
010030105001000	010030102001116	010030106003021	010030105003023	010030103003094
010030105002009	010030105001069	010030102001114	010030106002019	010030105001033
010030105003042	010030102001073	010030104001002	010030104001017	010030106002012
010030105001042	010030105003013	010030105003018	010030105001049	010030105001076
010030105001023	010030105003029	010030105001010	010030105001008	010030105004040
010030106003004	010030102001094	010030105001025	010030103003003	010030102002053
010030105002044	010030102001134	010030103003097	010030105003020	010030105002003
010030106002024	010030105001014	010030105003026	010030106002016	010030103003096
010030105002041	010030105001046	010030106002001	010030106002035	010030105001038
010030105001052	010030106002010	010030102001062	010030106002020	010030105002032
010030103003033	010030105004009	010030103003100	010030106003043	010030104003004
010030106002013	010030103003158	010030105001054	010030102001129	010030102001102
010030106003024	010030104003026	010030105004002	010030106002000	010030102002043
010030105001082	010030105004033	010030102001059	010030105003016	010030102001110
010030102001092	010030105004013	010030105003038	010030102002061	010030105003024
010030105004045	010030105002047	010030105001051	010030105004005	010030104003014
010030105002051	010030105001036	010030103003149	010030103003001	010030105004028
010030105001011	010030105004055	010030103003098	010030106003003	010030105001045
010030102001107	010030105002037	010030104003006	010030106002014	010030105003022
010030105001012	010030102002034	010030102001066	010030105001057	010030102001088
010030105002038	010030102001119	010030105003002	010030105001067	010030105002025
010030102001089	010030105002011	010030105002020	010030103003009	

010030105004018	010030105002022	010030105003010	010030105003014	010030104003009
010030105001070	010030105003053	010030105001071	010030105001037	010030106002011
010030105002015	010030105004029	010030102002038	010030105002033	

VOTING PRECINCT 16
Voting Place: Pine Grove Volunteer Fire Department Station #1

Voting Precinct #16 is defined by the following GEOID Blocks:

010030103001038	010030106003001	010030104003024	010030104003052	010030104003077
010030104003021	010030104003054	010030106003011	010030106003005	010030106003010
010030104003020	010030104003056	010030104003033	010030106003032	010030104003028
010030106003037	010030104003032	010030106003035	010030104003031	010030104003102
010030106003033	010030104003051	010030106003014	010030104003045	010030106003012
010030106003030	010030106003006	010030104003042	010030104003023	010030104003049
010030106003038	010030106003059	010030103001037	010030106003013	010030106003053
010030104003025	010030106003052	010030104003104	010030106003031	010030106003040
010030106003036	010030104003055	010030103001039	010030104003029	010030106003039
010030106003002	010030106003000	010030104003030	010030106003034	010030106003054
010030104003018	010030104003019	010030104003064	010030104003044	010030104003046
010030104003053	010030104003022	010030106003041	010030104003050	

VOTING PRECINCT 17
Voting Place: White House Fork Volunteer Fire Department

Voting Precinct #17 is defined by the following GEOID Blocks:

010030103001035	010030103002076	010030103002067	010030103002062	010030103002080
010030103002000	010030103002055	010030103002066	010030103002069	010030103002079
010030103001029	010030103001049	010030103002008	010030103001048	010030103002072
010030103001022	010030103002065	010030103001031	010030103002001	010030103001052
010030103001047	010030103001025	010030103001045	010030103002073	010030103001027
010030103001026	010030103002059	010030103002057	010030103001028	010030103001034
010030103001036	010030103002060	010030103001032	010030103002074	010030103001033
010030103001046	010030103002070	010030103002172	010030103002048	010030103002075
010030103001051	010030103002058	010030103002068	010030103002061	010030103002056
010030103001024	010030103001050	010030103001030	010030103002064	
010030103002071	010030103002054	010030103002063	010030103001023	

VOTING PRECINCT 18
Voting Place: Stapleton Volunteer Fire Department

Voting Precinct #18 is defined by the following GEOID Blocks:

010030104003076	010030104003152	010030104002072	010030104003096	010030104003074
010030104002040	010030103002091	010030104003079	010030104002095	010030104002030
010030104002061	010030104003084	010030103002085	010030104002166	010030104002103
010030103001059	010030104002052	010030104003060	010030104003093	010030104002063
010030103002170	010030104003142	010030104002041	010030104003094	010030103002078
010030104002027	010030104003067	010030103002088	010030104002022	010030104003087
010030104002045	010030103002089	010030104003066	010030104002086	010030104002163
010030104002043	010030104003068	010030104002179	010030104002156	010030104003100
010030103001055	010030104003090	010030103001057	010030104003101	010030104003057
010030104003069	010030104003078	010030104003103	010030103002083	010030104002062
010030103001063	010030104003080	010030104003092	010030103001061	010030104002093
010030104002059	010030104002177	010030104003062	010030104002044	010030104003071
010030104002032	010030104002173	010030104002029	010030103001066	010030104002170
010030104002090	010030104003081	010030104002026	010030104002055	010030104002033
010030104002034	010030104002096	010030104003086	010030104002176	010030104003131
010030103001058	010030104002060	010030103001065	010030104003059	010030104002025
010030104003097	010030104003143	010030104003147	010030104003082	010030104002051
010030104002023	010030104003061	010030103001064	010030103001060	010030104002048
010030104002024	010030104003083	010030104002171	010030104002094	010030104002064
010030104002169	010030104002104	010030104002065	010030104003099	010030104002164
010030104003146	010030103002084	010030104003144	010030103002166	010030104002049
010030104002066	010030104003098	010030104003058	010030104002180	010030107032003
010030104002039	010030104002175	010030104003070	010030104003075	010030107032029
010030104003091	010030104002167	010030104002145	010030104003148	010030107032028
010030104002172	010030104003145	010030103001054	010030104002053	010030107032001
010030103001069	010030103001067	010030104003063	010030104002031	010030107032004
010030104002174	010030104002028	010030104002165	010030103001053	010030103002169
010030104003153	010030104002158	010030104002054	010030104002091	010030107032002
010030103002077	010030104002178	010030104002157	010030104002146	010030107032027
010030104003089	010030104002050	010030104003095	010030104002047	010030107032020
010030104002035	010030104002168	010030104003150	010030104002036	010030107032000
010030103002171	010030104003072	010030103001056	010030103001068	010030107032019
010030104003073	010030104003130	010030104002042	010030103002090	
010030103001062	010030104003065	010030104002092	010030104003151	
010030104002037	010030103001070	010030104002097	010030104002046	
010030104003085	010030103002165	010030104002087	010030104003088	

VOTING PRECINCT 19
Voting Place: Gateswood Volunteer Fire Department

Voting Precinct #19 is defined by the following GEOID Blocks:

010030104002155	010030104001156	010030104001074	010030104001025	010030104001039
010030104003113	010030104001041	010030104003125	010030104003111	010030104001065
010030104003048	010030104001058	010030104003035	010030104003037	010030104003106
010030104003134	010030104001180	010030104003126	010030104001027	010030104003039
010030104002003	010030104001037	010030104001051	010030104001061	010030104003038
010030104003136	010030104001075	010030104001043	010030104003040	010030104001056
010030104003135	010030104003110	010030104001040	010030104001045	010030104001026
010030104001070	010030104001071	010030104001035	010030104001021	010030104001031
010030104001052	010030104001064	010030104001049	010030104001019	010030104001157
010030104001073	010030104003133	010030104001048	010030104003108	010030104003115
010030104001046	010030104001030	010030104001023	010030104001076	010030104001159
010030104003137	010030104003139	010030104001020	010030104003112	010030104003047
010030104001155	010030104001158	010030104003105	010030104001181	010030104001038
010030104001154	010030104003043	010030104003121	010030104001072	010030104003117
010030104001044	010030104001078	010030104001034	010030104001042	010030104001036
010030104001060	010030104001024	010030104003129	010030104001057	010030104003034
010030104002004	010030104003116	010030104003119	010030104003118	010030104001054
010030104003149	010030104003132	010030104001028	010030104001047	010030104001069
010030104001152	010030104003107	010030104001063	010030104001182	010030104003127
010030104003120	010030104001032	010030104001183	010030104001012	010030104003140
010030104002006	010030104003114	010030104003122	010030104003141	010030109033013
010030104002000	010030104001050	010030104001059	010030104001077	010030104002001
010030104001033	010030104003109	010030104001022	010030104003124	010030104002005
010030104001055	010030104003041	010030104001014	010030104003036	
010030104001011	010030104001079	010030104003123	010030104003128	

VOTING PRECINCT 20				
Voting Place: Daphne High School Trojan Hall				

Voting Precinct #20 is defined by the following GEOID Blocks:

010030107041095	010030107041076	010030107052032	010030107042001	010030107041043
010030107041086	010030107042014	010030107041041	010030107041008	010030107041114
010030107041069	010030107041075	010030107042000	010030107041032	010030107041047
010030107041094	010030107041082	010030107042021	010030107041023	010030107041081
010030107041073	010030107041068	010030107041112	010030107041024	010030107041093
010030107041044	010030107042023	010030107041110	010030107041111	010030107041085
010030107041040	010030107042041	010030107042005	010030107041049	010030107041117
010030107041017	010030107041036	010030107041045	010030107042032	010030107042018
010030107041091	010030107042011	010030107042026	010030107041122	010030107042012
010030107041084	010030107042010	010030107041100	010030107041007	010030107041077
010030107041087	010030107041015	010030107042029	010030107042040	010030107042046
010030107041025	010030107042015	010030107042009	010030107041123	010030107042007
010030107041107	010030107041026	010030107042043	010030107041066	010030107041083

010030107041118	010030107042002	010030107031073	010030107051030	010030107051021
010030107041092	010030107041105	010030107031114	010030107051157	010030107031207
010030107041079	010030107041035	010030107051152	010030107051146	010030107051053
010030107041115	010030107042031	010030107051153	010030107051055	010030107031100
010030107042024	010030107041039	010030107031042	010030107031047	010030107042033
010030107031005	010030107041124	010030107031092	010030107051011	010030107051014
010030107041089	010030107041108	010030107031117	010030107051162	010030107031067
010030107041016	010030107042039	010030107051158	010030107031051	010030107031116
010030107041125	010030107041021	010030107051000	010030107031048	010030107031191
010030107042017	010030107041033	010030107031063	010030108003004	010030107051159
010030107041101	010030107041046	010030107051170	010030107031190	010030107051028
010030107041042	010030107041038	010030107051026	010030107031050	010030107031059
010030107041004	010030107041090	010030107031017	010030107031012	010030107031054
010030107042044	010030107041005	010030107051168	010030107031188	010030107051164
010030107041078	010030107041028	010030107031016	010030107031045	010030107051176
010030107041103	010030107042003	010030107031058	010030107031215	010030107031064
010030107041031	010030107042025	010030107051012	010030107051154	010030107031168
010030107041006	010030107041003	010030107031096	010030107031065	010030107051010
010030107041099	010030107041097	010030107051001	010030107042034	010030107031107
010030107041102	010030107041029	010030107051029	010030107031209	010030108003009
010030107042013	010030107041088	010030107031110	010030107051031	010030107051013
010030107041080	010030107041074	010030108003006	010030107051009	010030107051007
010030107041067	010030107042042	010030107051008	010030107051006	010030107031151
010030107042004	010030107041113	010030107051173	010030108003007	010030107051166
010030107042028	010030107041071	010030107051163	010030107031069	010030108003015
010030107042019	010030107041116	010030107031152	010030107031115	010030107031189
010030107042016	010030107041030	010030107051054	010030107031109	010030107051151
010030107042045	010030107041120	010030107031097	010030107031113	010030107031046
010030107041027	010030107041022	010030107031111	010030107051015	010030107051020
010030107041048	010030107041104	010030107031068	010030107051019	010030107051141
010030107041098	010030107041034	010030107031053	010030107031186	010030107051160
010030107042006	010030107031094	010030107031066	010030107042037	010030107031108
010030107041126	010030107031061	010030107042035	010030107031187	010030107031014
010030107041072	010030107031057	010030107031118	010030108003001	010030107051005
010030107042008	010030107031093	010030107031072	010030107051016	010030107051167
010030107041037	010030107031062	010030107051165	010030107051142	010030107051147
010030107041121	010030107051156	010030107051161	010030107031049	010030107042038
010030107042022	010030107031044	010030107031052	010030107051150	010030107051003
010030107042020	010030107051002	010030107042036	010030107031112	010030107051143
010030107042027	010030107031153	010030107031098	010030107031013	010030107051017
010030107041109	010030107031018	010030107031208	010030107051155	010030108003008
010030107042030	010030107031095	010030107031071	010030107051004	010030108003005
010030107041106	010030107031043	010030107031214	010030107051027	010030107051169

010030107051023	010030107051022	010030107031055	010030107051144	010030108003000
010030107051018	010030107051171	010030107051149	010030107051145	
010030107031070	010030107051024	010030108003003	010030107031060	

VOTING PRECINCT 21
Voting Place: Clear Springs United Methodist Church Fellowship Hall

Voting Precinct #21 is defined by the following GEOID Blocks:

010030104001176	010030104001109	010030104001103	010030104001184	010030104001123
010030104001139	010030104001105	010030104001153	010030104001108	010030104001124
010030104001104	010030104001128	010030104001167	010030104001149	010030104001062
010030104001085	010030104001160	010030104001102	010030104001171	010030104001107
010030104001100	010030104001068	010030104001098	010030104001165	010030104001179
010030104001134	010030104001088	010030104001083	010030104001133	010030104001137
010030104001094	010030104001132	010030104001126	010030104001066	010030104001117
010030104001175	010030104001130	010030104001188	010030104001178	010030104001170
010030104001166	010030104001136	010030104001185	010030109042010	010030104001082
010030104001118	010030104001186	010030104001172	010030104001081	010030104001135
010030104001067	010030104001089	010030104001084	010030104001110	010030104001087
010030104001173	010030104001096	010030104001122	010030104001090	010030104001113
010030104001138	010030104001169	010030104001120	010030104001101	010030104001086
010030104001164	010030104001163	010030104001151	010030104001125	010030104001092
010030104001129	010030104001116	010030104001080	010030104001162	010030104001111
010030104001191	010030104001131	010030104001150	010030104001119	010030104001106
010030104001053	010030104001177	010030104001114	010030104001148	010030104001115
010030104001168	010030104001121	010030104001091	010030104001174	010030104001093
010030104001095	010030104001112	010030104001099	010030104001140	
010030104001127	010030104001189	010030104001161	010030104001097	

VOTING PRECINCT 22
Voting Place: Rosinton United Methodist Church

Voting Precinct #22 is defined by the following GEOID Blocks:

010030109041031	010030104002130	010030109041003	010030104002021	010030104002160
010030104001143	010030104002113	010030104002122	010030104002012	010030104002148
010030104002132	010030104002109	010030104002078	010030104002069	010030109043049
010030109041020	010030109043033	010030104002112	010030104002151	010030104002083
010030104002002	010030109043001	010030109043006	010030104002129	010030104002137
010030104002136	010030104001142	010030109043002	010030104002142	010030104002116
010030104001145	010030104001147	010030104002140	010030104002018	010030104002007
010030109041002	010030104002080	010030109043032	010030104002081	010030104002014
010030109043040	010030104002020	010030109041005	010030104002015	010030104002139
010030109043004	010030109043035	010030104002009	010030109041007	010030104001146
010030109041006	010030104002135	010030104002149	010030104002153	010030109041013
010030109041029	010030104002117	010030109043034	010030109041001	010030104002125
010030104001144	010030109041030	010030104002124	010030109043046	010030109043059
010030104002141	010030109043037	010030104002147	010030109041010	010030104002120
010030109043036	010030109041028	010030104002115	010030104002128	010030109041027
010030104002134	010030104002126	010030104002123	010030104001190	010030104002017
010030109041000	010030104002079	010030104002008	010030109041011	010030104002150
010030109041025	010030109041023	010030109041026	010030104002016	010030104002131
010030104002119	010030109043039	010030104002108	010030104001141	010030109043007
010030109041014	010030109043030	010030109041033	010030104002127	010030109043042
010030109043041	010030109041004	010030104002133	010030109041009	010030109043005
010030104002111	010030104002118	010030104002121	010030109041012	010030104002154
010030104002152	010030104002143	010030104002138	010030104002019	010030109043000
010030109043031	010030104002010	010030109043003	010030109041021	010030104002114
010030109043038	010030104002082	010030104002011	010030104002013	
010030104002110	010030104002159	010030104002162	010030109041008	

VOTING PRECINCT 23
Voting Place: Belforest Christian Church

Voting Precinct #23 is defined by the following GEOID Blocks:

010030107031025	010030107031212	010030109033028	010030107031020	010030107031087
010030107031084	010030107031213	010030109051071	010030109033030	010030109051016
010030107031019	010030107031088	010030107031083	010030107031089	010030107031024
010030107031086	010030107031023	010030109051004	010030107031022	010030109051070
010030109033029	010030107031021	010030109051015	010030107031081	010030107031090
010030107031085	010030107031027	010030107031038	010030107031036	010030107031035
010030107031031	010030107031041	010030107031082	010030107031078	010030107031040
010030107031056	010030107031228	010030107031074	010030107031030	010030107031075
010030107031034	010030107031080	010030107031037	010030107031099	010030107031229
010030107031032	010030107031033	010030107031028	010030107031026	010030107031077
010030107031039	010030107031091	010030107031079	010030107031029	010030107031076

VOTING PRECINCT 24
Voting Place: Silverhill Community Center

Voting Precinct #24 is defined by the following GEOID Blocks:

010030109032016	010030109032020	010030109052046	010030109051031	010030109052038
010030109053010	010030109051026	010030109051007	010030109053012	010030109052048
010030109051011	010030109052033	010030109032041	010030109032032	010030109051010
010030109051008	010030109051035	010030109053056	010030109051052	010030109051027
010030109032031	010030109051032	010030109051041	010030109052043	010030109052049
010030109051006	010030109053053	010030109051022	010030109052065	010030109032049
010030109032024	010030109032018	010030109052036	010030109052056	010030109052050
010030109053046	010030109032029	010030109032038	010030109032030	010030109052057
010030109032013	010030109033027	010030109052063	010030109052030	010030109032050
010030109052024	010030109051036	010030109052053	010030109032034	010030109052054
010030109033024	010030109051021	010030109051040	010030109032043	010030109052058
010030109053042	010030109052064	010030109053043	010030109051029	010030109052032
010030109052055	010030109051003	010030109052044	010030109052060	010030109032012
010030109051028	010030109052040	010030109032039	010030109032021	010030109051030
010030109032019	010030109052039	010030109051037	010030109052034	010030109052041
010030109053001	010030109051020	010030109051042	010030109053052	010030109051002
010030109052026	010030109052035	010030109032048	010030109052042	010030109051053
010030109051000	010030109052037	010030109051038	010030109053013	010030109052059
010030109052028	010030109053000	010030109051034	010030109051043	010030109051044
010030109052047	010030109052062	010030109032023	010030109032042	010030109032011
010030109053045	010030109051009	010030109051033	010030109053054	010030109051045
010030109051012	010030109051039	010030109052045	010030109032033	010030109032015
010030109052029	010030109032044	010030109053044	010030109052025	010030109032027
010030109032026	010030109052051	010030109051005	010030109052052	010030109032046
010030109032025	010030109051055	010030109051013	010030109052027	010030109032036

010030109052127	010030109053055	010030109032028	010030109051001	010030109032045
010030109052031	010030109032037	010030109032014	010030109032017	
010030109032035	010030109051025	010030109051054	010030109051014	
010030109052061	010030109032047	010030109053011	010030109032040	

VOTING PRECINCT 25
Voting Place: PZK Hall

Voting Precinct #25 is defined by the following GEOID Blocks:

010030109061007	010030109061029	010030109053050	010030109061032	010030109061025
010030109061001	010030109062020	010030109053018	010030109052097	010030109053037
010030109061009	010030109052071	010030109052088	010030109062015	010030109062038
010030109063028	010030109061008	010030109063012	010030109061027	010030109061024
010030109053006	010030109061010	010030109052086	010030109063006	010030109052125
010030109061016	010030109062030	010030109061034	010030109063017	010030109052072
010030109063007	010030109061045	010030109052084	010030109062023	010030109053027
010030109062002	010030109052105	010030109052085	010030109053020	010030109061019
010030109043068	010030109063019	010030109052080	010030109062006	010030109052011
010030109063026	010030109061004	010030109061002	010030109062025	010030109052023
010030109052021	010030109053008	010030109052128	010030109061026	010030109053024
010030109061013	010030109052076	010030109063023	010030109053003	010030109061037
010030109063002	010030109061021	010030109052070	010030109062017	010030109052000
010030109061012	010030109062014	010030109061031	010030109062003	010030109052099
010030109063000	010030109061048	010030109052089	010030109052077	010030109062033
010030109061006	010030109063013	010030109052020	010030109053040	010030109053015
010030109043070	010030109061039	010030109053007	010030109063020	010030109053038
010030109061000	010030109053025	010030109063016	010030109053021	010030109062039
010030109061003	010030109061042	010030109063010	010030109052009	010030109062011
010030109052010	010030109053033	010030109061014	010030109061022	010030109052013
010030109052003	010030109053047	010030109032010	010030109061035	010030109062008
010030109061017	010030109063009	010030109061020	010030109062022	010030109063029
010030109062007	010030109052079	010030109063025	010030109053016	010030109052098
010030109052092	010030109061011	010030109061018	010030109053023	010030109063003
010030109062009	010030109053034	010030109062032	010030109053005	010030109062031
010030109052002	010030109062018	010030109052016	010030109052019	010030109062016
010030109052018	010030109052083	010030109053030	010030109062019	010030109063027
010030109052074	010030109062004	010030109053002	010030109053017	010030109062037
010030109061028	010030109053036	010030109053035	010030109053019	010030109052075
010030109061044	010030109052095	010030109052106	010030109052126	010030109061046
010030109053022	010030109063014	010030109052012	010030109053031	010030109053032
010030109053014	010030109061041	010030109053009	010030109062036	010030109061023
010030109062012	010030109052008	010030109052007	010030109062024	010030109053051
010030109052096	010030109052015	010030109063024	010030109052078	010030109061033

010030109062000	010030109063021	010030109052087	010030109061047	010030109052091
010030109052017	010030109062027	010030109062029	010030110002103	010030109063004
010030109052093	010030109061040	010030109053026	010030109053029	010030109062005
010030109053028	010030109063008	010030109052073	010030109063001	010030109063005
010030109063015	010030109062034	010030109062001	010030109063030	010030110002102
010030109053049	010030109063022	010030109052090	010030109052081	010030109052022
010030109063011	010030109062035	010030109052094	010030109052082	010030109061005
010030109061038	010030109053004	010030109052001	010030109052014	010030109061043
010030109053039	010030109053041	010030109062028	010030109062010	010030109053048
010030109061049	010030109062013	010030109052124	010030109061036	010030109052005
010030109052006	010030109062026	010030109052004	010030109061030	
010030109061015	010030109052104	010030109063018	010030109062021	

VOTING PRECINCT 26
Voting Place: Bethel Baptist Church

Voting Precinct #26 is defined by the following GEOID Blocks:

010030109042011	010030109041036	010030109042015	010030109042021	010030109041046
010030109042014	010030109041041	010030109041044	010030109042016	010030109042013
010030109041022	010030109042022	010030109041047	010030109043045	010030109041043
010030109042009	010030109042017	010030109043048	010030109041040	010030109041024
010030110002000	010030109041018	010030109041042	010030109042019	010030109043043
010030109041037	010030109042023	010030109041035	010030109041034	010030109041048
010030109041032	010030109042037	010030109041049	010030109043047	010030109042024
010030109042059	010030109041045	010030109041016	010030109041038	
010030109041015	010030109041039	010030109043044	010030109042012	

VOTING PRECINCT 27
Voting Place: Seminole Fire House

Voting Precinct #27 is defined by the following GEOID Blocks:

010030109042000	010030109042067	010030109042083	010030109042088	010030109042058
010030109042038	010030109042027	010030109042002	010030109042032	010030109042005
010030109042001	010030109042055	010030109042040	010030109042082	010030109042084
010030109042049	010030109042057	010030109042062	010030109042079	010030109042036
010030109042075	010030109042054	010030109042068	010030109042044	010030109042069
010030109042053	010030109042085	010030109042063	010030109042006	010030109042039
010030104001187	010030109042076	010030109042048	010030109042052	010030109042087
010030109042045	010030109042066	010030109042050	010030109042042	010030109042071
010030109042030	010030109042047	010030109042073	010030109042031	010030109042003
010030109042043	010030109042061	010030109042004	010030109042077	010030109042041
010030109042056	010030109042033	010030109042070	010030109042029	010030109042078

010030109042072	010030109042028	010030109042074	010030109042035
010030109042081	010030109042060	010030109042007	010030109042089
010030109042034	010030109042080	010030109042090	010030109042026

VOTING PRECINCT 28
Voting Place: Lillian Community Club

Voting Precinct #28 is defined by the following GEOID Blocks:

010030116022025	010030116021006	010030116022014	010030116021038	010030116021022
010030116011004	010030116013000	010030116022003	010030116022038	010030116021003
010030116011038	010030116023059	010030116011096	010030116021025	010030116011039
010030116024002	010030116022049	010030116021021	010030116024045	010030116024006
010030116011050	010030116022026	010030116021024	010030116024013	010030116024018
010030116022018	010030116011048	010030116021012	010030116024050	010030116024029
010030116011002	010030116022000	010030116024042	010030116021041	010030116022043
010030116021020	010030116022002	010030116024019	010030116021008	010030116022022
010030116022048	010030116022046	010030116024015	010030116022055	010030116024028
010030116024000	010030116011049	010030116011110	010030116024001	010030116021010
010030116011041	010030116022020	010030116023009	010030116022039	010030116024031
010030116011010	010030116024043	010030116021011	010030116021013	010030116022017
010030116022019	010030116023001	010030116021031	010030116024008	010030116022010
010030116022007	010030116024033	010030116011006	010030116022044	010030116024005
010030116011011	010030116022023	010030116024047	010030116021029	010030116022040
010030116022028	010030116022047	010030116024032	010030116024035	010030116022008
010030116021019	010030116011000	010030116023060	010030116022045	010030116024037
010030116013002	010030116022011	010030116023002	010030116022024	010030116022006
010030116021000	010030116011040	010030116024012	010030116022056	010030116021007
010030116011043	010030116011080	010030116024048	010030116021037	010030116024016
010030116022016	010030116013001	010030116021033	010030116022041	010030116021001
010030116011014	010030116023000	010030116024011	010030116022029	010030116022021
010030116011042	010030116023011	010030116024041	010030116021027	010030116023006
010030116023010	010030116023004	010030116011081	010030116024049	010030116011051
010030110002036	010030116024044	010030116024030	010030116021026	010030116024004
010030116023008	010030116021009	010030116021028	010030116022042	010030116024027
010030116011106	010030116024023	010030116024025	010030116024036	010030116024017
010030116022001	010030116021004	010030116024038	010030116011007	010030116021036
010030116022015	010030116022009	010030116011005	010030116011044	010030116021032
010030116024021	010030116011013	010030116011012	010030116021040	010030116024014
010030116011046	010030116022004	010030116022052	010030116021014	010030116024020
010030116011047	010030116021018	010030116021035	010030116022053	010030116021034
010030116011097	010030116022030	010030116022032	010030116021002	010030116011109

010030116022031	010030116022037	010030116024040	010030116022054	010030116022027
010030116021039	010030116024022	010030116022051	010030116024053	010030116022005
010030116021015	010030116023007	010030116022036	010030116022033	010030116024010
010030116024007	010030116024003	010030116021030	010030116021017	010030116024046
010030116024034	010030116022034	010030116024024	010030116011009	010030116024052
010030116022050	010030116021016	010030116024009	010030116024051	010030116022013
010030116024054	010030116021023	010030116023005	010030116021005	010030116022035
010030116024039	010030116022012	010030116024026	010030116011045	

VOTING PRECINCT 29
Voting Place: Perdido Beach Volunteer Fire Department

Voting Precinct #29 is defined by the following GEOID Blocks:

010030116013005	010030116023012	010030116023023	010030116023027	010030116023033
010030116013016	010030116023026	010030116023038	010030116013020	010030116023041
010030116023028	010030116023015	010030116023043	010030116013011	010030116023013
010030116013041	010030116023055	010030116023050	010030116013008	010030116023021
010030116023039	010030116023014	010030116023034	010030116023058	010030116023040
010030116013009	010030116023054	010030116013013	010030116013004	010030116023036
010030116023057	010030116013012	010030116013018	010030116012002	010030116012001
010030116023030	010030116023052	010030116013021	010030116012003	010030116023017
010030116013006	010030116023022	010030116023031	010030116023016	010030116023042
010030116012000	010030116023020	010030116013010	010030116013007	010030116013023
010030116023035	010030116023056	010030116013014	010030116013024	010030116023029
010030116023044	010030116013074	010030116013022	010030116023024	010030116013019
010030116013003	010030116023051	010030116013015	010030116013073	
010030116023048	010030116023049	010030116023025	010030116023053	

VOTING PRECINCT 30
Voting Place: Marlow/Fish River Volunteer Fire Department

Voting Precinct #30 is defined by the following GEOID Blocks:

010030109051066	010030114015005	010030114011005	010030110001020	010030114015001
010030114015013	010030110001021	010030109051067	010030109051064	010030110001031
010030110001088	010030110001086	010030114015000	010030109051050	010030109051024
010030109051023	010030109051018	010030109051056	010030110001027	010030109051060
010030110001018	010030114015011	010030109051062	010030114015002	010030110001032
010030110001087	010030110001019	010030109051046	010030109051051	010030110001024
010030109051063	010030114015014	010030110001029	010030109051065	010030110001022
010030110001015	010030114015010	010030110001037	010030109051048	010030109051049
010030110001017	010030110001042	010030110001016	010030109051059	010030110001014

010030114015009	010030110001035	010030110001023	010030109051019	010030114015012
010030110001028	010030110001038	010030109051047	010030114011006	010030110001039
010030110001025	010030114015003	010030110001034	010030109051061	
010030110001026	010030109051058	010030114015004	010030110001033	
010030110001030	010030110001013	010030109051068	010030110001036	

VOTING PRECINCT 31
Voting Place: Summerdale Community Center

Voting Precinct #31 is defined by the following GEOID Blocks:

010030110001005	010030110002023	010030110002011	010030110002031	010030109052110
010030109052100	010030115011027	010030110002033	010030109052116	010030110002077
010030110001073	010030110002005	010030110002016	010030110002076	010030109052067
010030110002059	010030115011039	010030110002044	010030110002047	010030110001055
010030110002014	010030109052109	010030110001051	010030109052069	010030110002002
010030109052115	010030110002022	010030110002028	010030110002013	010030110002051
010030115011043	010030110001070	010030109052102	010030110002056	010030110002085
010030115011032	010030114011003	010030110002029	010030114011001	010030110002095
010030110001075	010030115011030	010030110002070	010030110002057	010030109052122
010030109052120	010030110001072	010030110001062	010030110001010	010030110002110
010030110002020	010030110001011	010030109052111	010030110001069	010030115011018
010030115011041	010030110001085	010030110001082	010030109052107	010030110001048
010030110001065	010030110001007	010030110002094	010030115011151	010030115011149
010030110002006	010030110001063	010030110002082	010030110001066	010030110002071
010030110002106	010030110002026	010030110002074	010030110002062	010030110002109
010030110001091	010030110002004	010030109052114	010030110002037	010030110002069
010030110001000	010030110001009	010030110002021	010030110002091	010030110001003
010030110001043	010030110001006	010030110002041	010030110002039	010030115011017
010030110001084	010030115011035	010030110002104	010030110002105	010030110002065
010030110002025	010030115011040	010030115011025	010030110001071	010030115011034
010030114011004	010030115011014	010030110002064	010030110002066	010030110002053
010030110002038	010030110002097	010030110002019	010030110002089	010030110001045
010030115011038	010030110001080	010030110002009	010030110002096	010030110002049
010030110002099	010030114011000	010030110002081	010030110002018	010030110001056
010030110002012	010030110001074	010030110002101	010030110001079	010030110002008
010030115011020	010030109052118	010030110002084	010030110002034	010030110002043
010030115011029	010030115011042	010030109052112	010030114011002	010030115011028
010030110001050	010030110001001	010030110002088	010030115011021	010030110002080
010030110002024	010030110002083	010030110002108	010030110002093	010030110002113
010030110002035	010030110001044	010030110001081	010030110001052	010030110002027
010030110002001	010030110002086	010030110001064	010030110001060	010030110002072
010030110002042	010030110002003	010030110002048	010030109052121	010030110001077

010030110002015	010030109052103	010030109052117	010030110001046	010030110002046
010030110002045	010030115011148	010030115011036	010030110001068	010030110002030
010030110002054	010030110002114	010030110001061	010030110001076	010030110002092
010030110002007	010030110002090	010030109052066	010030115011037	010030110001047
010030115011024	010030110002055	010030115011016	010030110002067	010030110002075
010030110001058	010030110001054	010030110001053	010030110002061	010030110002073
010030115011013	010030109052068	010030115011026	010030110001002	010030115011019
010030110002040	010030109052101	010030110001012	010030109052108	010030110002058
010030115011031	010030110001059	010030110001049	010030110002111	010030110001057
010030110002050	010030110001067	010030109052123	010030110002010	010030115011033
010030110002032	010030110002107	010030110002100	010030110002087	010030115011015
010030109052113	010030109052119	010030110001083	010030110001078	010030110002063
010030110001008	010030110001004	010030110002017	010030110002098	
010030110002052	010030110002078	010030110002079	010030110001089	
010030110002112	010030110002068	010030110002060	010030110001090	

VOTING PRECINCT 32
Voting Place: Elberta Civic Center

Voting Precinct #32 is defined by the following GEOID Blocks:

010030116011077	010030116012077	010030116012086	010030116012040	010030116011064
010030116011079	010030116011018	010030116012079	010030115024009	010030116012068
010030116011085	010030116011034	010030116011052	010030115023063	010030116012097
010030116011082	010030116011056	010030116012018	010030116014006	010030116012047
010030116011086	010030116011053	010030116014008	010030116011021	010030116012044
010030116011084	010030116012071	010030116012070	010030116012034	010030115023070
010030116011083	010030116011017	010030116012041	010030116012057	010030116012081
010030116011078	010030116012113	010030116012025	010030116011107	010030116012073
010030116012014	010030116012024	010030116012017	010030115023069	010030116012103
010030116012004	010030116012009	010030116011015	010030115023065	010030116012008
010030116012015	010030116011035	010030115023010	010030115024006	010030116012042
010030116012016	010030116011033	010030116012062	010030116012076	010030116012046
010030116012006	010030115024078	010030116011037	010030116012039	010030116012112
010030116012005	010030115023064	010030116011016	010030116012099	010030116011067
010030116012109	010030115024062	010030116012019	010030115011131	010030116012031
010030116011092	010030116012007	010030116011057	010030116012092	010030116012038
010030115024003	010030116014009	010030116011019	010030116012048	010030115023072
010030116012066	010030116011055	010030116012051	010030115023059	010030116012095
010030116012111	010030116014004	010030116012028	010030116012059	010030116011104
010030116012064	010030115011000	010030116011090	010030116012091	010030116014033
010030116011073	010030116011036	010030115024008	010030116012072	010030116011065
010030115024002	010030116011054	010030116012035	010030115023006	010030116011075
010030116012023	010030116011032	010030116011070	010030116011105	010030115024000

010030115011001	010030116011102	010030116011059	010030116012080	010030116012083
010030116012088	010030116012065	010030115023073	010030116011063	010030116012055
010030116012090	010030116012054	010030116011069	010030116012108	010030115023061
010030116012027	010030116014007	010030116012030	010030116012067	010030116011076
010030116012056	010030116012093	010030115023007	010030115024005	010030116012063
010030116012061	010030116012078	010030116011088	010030116012012	010030116012100
010030116011089	010030116012049	010030116012026	010030115024004	010030116011074
010030115024007	010030115023058	010030115023002	010030115024023	010030116011020
010030116012053	010030116011094	010030116012033	010030116011071	010030115023062
010030116011099	010030116012101	010030116012084	010030116012050	010030116011066
010030116012075	010030116012102	010030116012011	010030115023060	010030115023001
010030115023071	010030115024043	010030115023004	010030115024001	010030115023011
010030116011091	010030115023000	010030116011072	010030115023067	010030116011061
010030116011101	010030116011103	010030116011068	010030116012085	010030116012010
010030115023003	010030116011087	010030115023008	010030116012094	010030115023068
010030116012096	010030116012082	010030116012058	010030116012074	010030115011002
010030115011132	010030115024024	010030116012110	010030116012098	010030115011003
010030116012060	010030116012087	010030116012052	010030115023075	010030115023077
010030116012029	010030115023066	010030115023074	010030116011058	010030115023055
010030116012089	010030115011004	010030115023005	010030116012043	010030115023076
010030115024021	010030115024022	010030116011062	010030116012032	010030115023056
010030116012107	010030116011093	010030116011060	010030116012069	010030115023009
010030116012013	010030115023057	010030116012045	010030115024076	
010030116012037	010030115024020	010030116011095	010030116012036	

VOTING PRECINCT 33
Voting Place: Graham Creek Interpretive Center

Voting Precinct #33 is defined by the following GEOID Blocks:

010030115024058	010030116014072	010030114033000	010030115024037	010030115024036
010030115024059	010030116014062	010030114033021	010030115024010	010030116014026
010030115024031	010030114033139	010030116014049	010030116014019	010030116014012
010030116014021	010030115024061	010030115024034	010030114033124	010030114033004
010030115024030	010030116014107	010030116014016	010030115024081	010030114033016
010030115024026	010030116014056	010030114033125	010030116014024	010030114033136
010030116014014	010030116014005	010030116014073	010030115024077	010030114033059
010030114033138	010030116014108	010030114033009	010030114033146	010030116014043
010030115024025	010030116014023	010030116014037	010030116014013	010030116014042
010030116014022	010030116014011	010030115024032	010030115024027	010030116014102
010030116014047	010030116014020	010030114033119	010030116014039	010030114033143
010030114033120	010030116014010	010030114032100	010030115024033	010030114033061
010030114033013	010030115024016	010030116014053	010030115024014	010030114032098

010030114033135	010030115024082	010030115024039	010030114033007	010030114032099
010030114033011	010030116014038	010030116014035	010030114033012	010030116014018
010030115024015	010030114032155	010030114033062	010030115024079	010030116014032
010030114032097	010030114033019	010030115024057	010030115024013	010030114033060
010030114033018	010030114033001	010030114033022	010030114032000	010030114032001
010030114033141	010030116014100	010030115024041	010030114033020	010030115024011
010030116014106	010030115024040	010030115024038	010030116014036	010030116014074
010030115024029	010030114033137	010030114033014	010030116014027	010030116014031
010030114033145	010030114033006	010030115024060	010030116014044	010030114033015
010030114033010	010030114033123	010030116014025	010030114033148	010030114033017
010030115024019	010030116014040	010030116014028	010030116014030	010030114033005
010030114033122	010030116014054	010030115024012	010030116014017	010030116014029
010030114033008	010030114033144	010030116014015	010030114033121	010030115024028
010030114033140	010030114033023	010030116014046	010030116014034	
010030115024035	010030114033142	010030115024080	010030115024017	
010030116014041	010030114033147	010030115024042	010030115024018	

VOTING PRECINCT 34
Voting Place: Josephine Volunteer Fire Department

Voting Precinct #34 is defined by the following GEOID Blocks:

010030116013040	010030116013076	010030116013075	010030116013072	010030116013061
010030116014096	010030116014088	010030116014095	010030116013056	010030116014080
010030116013071	010030116014064	010030116013043	010030116013068	010030116014061
010030116023037	010030116013035	010030116014002	010030116013052	010030116014101
010030116013030	010030116013048	010030116014003	010030116012106	010030116013064
010030116013054	010030116014105	010030116013050	010030116013037	010030116012020
010030116014083	010030116023045	010030116014069	010030116012021	010030116013067
010030116014087	010030116014057	010030116014082	010030116014060	010030116014086
010030116014065	010030116014097	010030116013036	010030116013060	010030116014093
010030116014059	010030116014089	010030116014078	010030116013046	010030116014067
010030116023047	010030116014070	010030116013070	010030116012022	010030116013049
010030116014076	010030116013066	010030116013069	010030116013042	010030116014081
010030116014084	010030116013027	010030116013051	010030116013028	010030116013059
010030116012104	010030116013044	010030116014048	010030116014001	010030116013025
010030116013026	010030116012105	010030116013029	010030116014058	010030116013058
010030116013045	010030116014075	010030116013063	010030116013032	010030116013055
010030116014092	010030116013065	010030116013062	010030116014071	010030116014000
010030116023046	010030116013031	010030116013057	010030116013034	010030116014045
010030116014104	010030116014063	010030116014094	010030116014099	010030116013038
010030116014077	010030116014103	010030116014066	010030116013053	010030116013047
010030116013033	010030116014085	010030116014090	010030116014068	
010030116014079	010030116013017	010030116014091	010030116013039	

VOTING PRECINCT 35
Voting Place: Daphne Civic Center

Voting Precinct #35 is defined by the following GEOID Blocks:

010030107051131	010039900000001	010030108002049	010030107053005	010030108002065
010030107051094	010030107051127	010030107053009	010030107051075	010030108002059
010030112011066	010030108003148	010030108003012	010030108003041	010030108003037
010030107051119	010030108003137	010030107053006	010030108002072	010030107052019
010030107041060	010030108002050	010030108003094	010030108003122	010030107052040
010030107051080	010030108002020	010030107053011	010030108002024	010030108002045
010039900000002	010030108003109	010030108003030	010030107052038	010030108003093
010030107041063	010030107051078	010030108003017	010030107052022	010030108003104
010030107041055	010030107041065	010030108002081	010030108001026	010030107051113
010030107051108	010030108002097	010030107053019	010030107052016	010030107052012
010030107051129	010030108002001	010030108002038	010030112011012	010030107051121
010030107051123	010030107051134	010030107051105	010030107053018	010030107051050
010030107051125	010030107051069	010030107051104	010030108002021	010030108003020
010039900000003	010030108002087	010030108003096	010030108003113	010030108002011
010030108002003	010030108003138	010030108002026	010030108001037	010030107051073
010030107051111	010030107051139	010030108001012	010030108003013	010030108002080
010030108002005	010030107052031	010030107051122	010030108003034	010030108002063
010030107051088	010030108002062	010030108003022	010030107051117	010030108001002
010030107041058	010030107051048	010030107052041	010030108003054	010030108003053
010030108002094	010030108001015	010030107052033	010030108002033	010030107052035
010030107051084	010030107052028	010030108001038	010030107051035	010030108002016
010030107051091	010030108003056	010030108002013	010030108001016	010030107053002
010030107051082	010030107053015	010030108003141	010030108003014	010030107051045
010030107051090	010030107051076	010030108001036	010030107051083	010030108002101
010030107041059	010030108003106	010030108001043	010030108003075	010030108003151
010030107052000	010030108001014	010030108003120	010030108001001	010030107053001
010030107051092	010030107051071	010030108001035	010030108002009	010030108002060
010030107051112	010030108003099	010030107052018	010030107041070	010030107051041
010030107051133	010030108002113	010030108003121	010030108001027	010030107051052
010030107051081	010030108003026	010030108002074	010030108003060	010030108003150
010030108001023	010030108002066	010030108003132	010030108002093	010030107051039
010030108002027	010030108001029	010030107052027	010030107051046	010030108003042
010030107051093	010030108002037	010030107052004	010030107052007	010030108003110
010030107051128	010030108003125	010030108003038	010030108002014	010030108002070
010030107051132	010030108002111	010030107053014	010030107051065	010030107053000
010030107051087	010030108002114	010030108003097	010030107051037	010030108003145
010030107041053	010030108002090	010030108003023	010030108002105	010030107052017
010030108002004	010030107051116	010030108002057	010030107051032	010030107051074

010030108002002	010030108002083	010030108002091	010030107051042	010030107051148
010030108002032	010030108003074	010030108003033	010030107051025	010030108003118
010030108002069	010030107051077	010030108002051	010030107051140	010030107052023
010030107053013	010030107051136	010030107052010	010030112011018	010030108001018
010030107051068	010030108003136	010030108002075	010030108003035	010030108002068
010030107051126	010030108002007	010030108003135	010030108003086	010030108002064
010030107031120	010030108002018	010030108003091	010030108002071	010030108003124
010030107051047	010030108003049	010030108001022	010030108003129	010030108003127
010030107052005	010030107051061	010030107051130	010030108003025	010030108003028
010030108003095	010030108003116	010030107051033	010030107052020	010030108002028
010030108002103	010030108003057	010030107053007	010030107052013	010030108002019
010030108003051	010030108002025	010030107053008	010030108003092	010030107041119
010030108003018	010030108002112	010030107051044	010030108002039	010030108001009
010030108002008	010030107051072	010030108003090	010030108002067	010030108002056
010030108003105	010030108001024	010030108002041	010030108001011	010030107052036
010030108002017	010030108002030	010030108002088	010030108003098	010030108001039
010030108002078	010030108002092	010030107052003	010030108002110	010030107053004
010030107051175	010030108003133	010030108001017	010030107051051	010030107051064
010030108003088	010030108003036	010030108001033	010030108003101	010030107051120
010030108002042	010030107051059	010030107053012	010030107051038	010030112011016
010030108002046	010030108002079	010030107041057	010030108003058	010030108002095
010030112011014	010030108003126	010030107041056	010030107051034	010030108003108
010030108002036	010030108002077	010030108002029	010030108003131	010030108002015
010030107053003	010030107051067	010030108002073	010030108003084	010030108001003
010030108003070	010030108002048	010030108002108	010030107051043	010030107051057
010030108003146	010030108001042	010030108002022	010030108003011	010030107051085
010030108003134	010030108002054	010030108003061	010030108003024	010030107052030
010030107051174	010030108003114	010030107052026	010030107052034	010030108002034
010030107052037	010030108001005	010030108003112	010030108002084	010030112011017
010030108002052	010030108001030	010030107052025	010030108002043	010030107051124
010030108003021	010030108003055	010030108003002	010030108003048	010030108003107
010030108003087	010030108001006	010030108001032	010030107052015	010030112011013
010030108002035	010030108001046	010030107051070	010030108003119	010030108001020
010030107052011	010030107052021	010030107041052	010030108002058	010030107052039
010030107053017	010030108003031	010030108002076	010030107051137	010030107053010
010030107052008	010030108003059	010030108001021	010030107052024	010030107051036
010030108002104	010030108003062	010030107051103	010030108002102	010030108002086
010030108001013	010030108003050	010030108001008	010030108001041	010030108002061
010030108003047	010030108002010	010030108002055	010030108003103	010030108001025
010030107051066	010030107051060	010030108003063	010030108003039	010030107051056
010030107052042	010030108001004	010030108002107	010030107051062	010030108002006
010030108002085	010030108002031	010030108003040	010030108003139	010030108001019
010030112011019	010030108002044	010030108003010	010030108003029	010030107051089

010030108003016	010030108002023	010030107052029	010030108003142	010030108001010
010030107051138	010030108003089	010030108002115	010030108003111	010030108003052
010030107051058	010030108001034	010030107053016	010030108003085	010030108003117
010030108003115	010030107051115	010030107052014	010030108002047	010030108003149
010030107051114	010030108003078	010030108001044	010030108001047	010030108002089
010030107051079	010030107041061	010030108003143	010030108002106	010030107041062
010030107052009	010030107051063	010030107051107	010030108001028	010030107052006
010030108003027	010030107041054	010030108003128	010030108003144	010030108002100
010030107051135	010030107041064	010030108001007	010030107051172	010030107051118
010030108002099	010030107052002	010030108001000	010030107052001	010030108001045
010030108002012	010030107051040	010030108002098	010030108002000	010030108002040
010030108003102	010030108002082	010030108003123	010030108001031	
010030108001040	010030107051049	010030108002053	010030108003032	
010030108003140	010030108003130	010030108003069	010030108002096	
010030108003019	010030108002109	010030112011015	010030108003147	

VOTING PRECINCT 36
Voting Place: Magnolia Springs Wesleyan Church

Voting Precinct #36 is defined by the following GEOID Blocks:

010030114013039	010030114014024	010030114013028	010030114012014	010030114015030
010030114011030	010030114013021	010030114012046	010030114012015	010030114015017
010030114011032	010030114014029	010030114013000	010030114012008	010030114011016
010030114013033	010030114015027	010030114012043	010030114012005	010030114013036
010030114013041	010030114013019	010039900000013	010030114015023	010030114015034
010030114011038	010030114013030	010039900000019	010030114012037	010030114015036
010030114015020	010030114013010	010030114013014	010030114012001	010030114011035
010030114011022	010030114014021	010030114012029	010030114014027	010030114012022
010030114015015	010039900000014	010039900000020	010030114014025	010030114011051
010030114014028	010039900000018	010030114013044	010030114011054	010030114013012
010030114015007	010030114011043	010030114013043	010030114015022	010030114013018
010030114012027	010030114013027	010030114013015	010030114013042	010030114013008
010030114015016	010030114013035	010030114014030	010030114013020	010030114013045
010030114012024	010030114013026	010030114013009	010030114015037	010030114013006
010030114012048	010030114012045	010030114013040	010030114013004	010030114012011
010030114013002	010030114014031	010030114012049	010030114014019	010030114011056
010030114013025	010030114014026	010030114013001	010030114011040	010030114012028
010030114011041	010030114011012	010030114015006	010030114011008	010030114011013
010030114013031	010030114013038	010030114012023	010030114015026	010030114012002
010030114011052	010030114012031	010030114011031	010030114011046	010030114011039
010030114013003	010030114013032	010030114012021	010030114012003	010030114011018
010030114012030	010030114015028	010030114013017	010030114012042	010030114014023

010030114015025	010030114015029	010030114013005	010030114013016	010030114011026
010030114012025	010030114013049	010030114011023	010030114011045	010030114012020
010030114011058	010030114012033	010030114013034	010030114011049	010030114011021
010030114013013	010030114012047	010030114011050	010030114011053	010030114014022
010030114013029	010030114011015	010030114012013	010030114011007	010030114011024
010030114013011	010030114012017	010030114013037	010030114012035	010030114015031
010030114011019	010030114013024	010030114013007	010030114011048	010030114011042
010030114012012	010030114012016	010030114011044	010030114012026	010030114015033
010030114011028	010030114012007	010030114012000	010030114012041	010030114011055
010030114011033	010030114015032	010030114012018	010030114012038	010030114011014
010030114012036	010030114015018	010030114012006	010030114013022	010030114011059
010030114011036	010030114011060	010030114015008	010030114011057	010030114013023
010030114013046	010030114015024	010030114012034	010030114012019	010030114011037
010030114012009	010030114011020	010030114013047	010030114011029	010030114012040
010030114011025	010030114011009	010030114011047	010030114012050	010030114012010
010030114011034	010030114012044	010030114011011	010030114015035	010030114015021
010030114014032	010030114011017	010030114012032	010030114015019	
010030114012039	010030114011027	010030114012004	010030114011010	

VOTING PRECINCT 37
Voting Place: Bon Secour, Morgan's Chapel United Methodist Church

Voting Precinct #37 is defined by the following GEOID Blocks:

010030114014018	010030114014066	010030114014078	010030114014079	010030114014040
010030114014083	010030114014077	010030114014057	010030114014073	010030114014051
010039900000017	010030114014000	010030114014063	010030114014068	010030114014053
010030114014033	010030114014006	010030114014042	010030114014060	010030114014065
010030114014036	010030114014082	010030114014075	010030114014003	010030114014047
010030114014045	010030114014037	010030114014081	010030114014072	010030114014062
010030114014034	010039900000021	010030114014039	010030114014038	010030114014055
010030114014041	010039900000015	010030114014050	010030114014067	010030114014071
010030114014002	010030114014076	010030114013048	010030114014064	010030114014049
010030114014007	010030114014035	010030114014015	010030114014004	010030114014084
010030114014010	010030114014059	010030114014052	010030114014014	010030114014074
010030114014043	010030114014013	010030114014008	010030114014080	010030114014016
010030114014069	010039900000016	010030114014005	010030114014009	010030114014011
010030114014054	010030114014046	010030114014012	010030114014070	010030114014001
010030114014061	010030114014044	010030114014017	010030114014020	010030114014048

VOTING PRECINCT 38
Voting Place: Foley Civic Center

Voting Precinct #38 is defined by the following GEOID Blocks:

010030115024063	010030115021046	010030115023047	010030115023043	010030115023083
010030115024072	010030115011075	010030115011070	010030115011080	010030115011150
010030115024073	010030115011130	010030115023049	010030115024047	010030115021057
010030115024067	010030115011101	010030115022071	010030115011100	010030115011115
010030115024071	010030115023078	010030115022059	010030115011119	010030115011081
010030115024069	010030115011155	010030115023017	010030115022045	010030115023046
010030115024075	010030115011128	010030115011071	010030115023080	010030115011072
010030115024066	010030115021003	010030115011092	010030115011022	010030115021062
010030115024064	010030115022047	010030115023081	010030115021052	010030115021066
010030115024065	010030115022072	010030115011099	010030115011008	010030115011088
010030115024070	010030115011098	010030115011067	010030115022049	010030115022062
010030115024074	010030115011066	010030115011117	010030115011090	010030115024055
010030115024068	010030115011084	010030115022060	010030115023033	010030115023038
010030115011077	010030115011108	010030115011127	010030115023040	010030115011154
010030115024048	010030116011029	010030115011129	010030115024050	010030115011094
010030115021060	010030115022000	010030115021047	010030116011023	010030115011138
010030114033027	010030115021070	010030115023053	010030115011118	010030115011006
010030116011022	010030115021000	010030115011122	010030115021002	010030115021048
010030116011024	010030115022004	010030115022058	010030115023020	010030115023021
010030115011103	010030115011007	010030115022079	010030115021068	010030115011123
010030115011010	010030115021050	010030115011112	010030115011064	010030115023042
010030115011076	010030115022051	010030115011137	010030115011087	010030115023054
010030116011031	010030115022048	010030115023025	010030116011025	010030115023079
010030116011027	010030115023035	010030115021059	010030115011140	010030114033025
010030115011136	010030115023045	010030115022080	010030115023030	010030115011109
010030115023082	010030115023084	010030115023036	010030115023012	010030115023031
010030115023013	010030115023041	010030115011074	010030115023044	010030115022002
010030116011028	010030115011068	010030115022053	010030115021063	010030115011125
010030115021053	010030115021051	010030115021118	010030115011096	010030115023019
010030115021044	010030115011133	010030115011107	010030115023023	010030115022055
010030115011085	010030115023022	010030115021065	010030115022057	010030115024051
010030115021061	010030115021064	010030115022052	010030115022050	010030115024056
010030115011134	010030115021071	010030115011113	010030115011124	010030115024053
010030115011086	010030115021049	010030115011141	010030115024052	010030115011063
010030116011026	010030115011073	010030115022003	010030115021069	010030114033026
010030115021001	010030114033132	010030115011023	010030115023032	010030115011093
010030115011089	010030115011095	010030115024045	010030115011126	010030115022001
010030115023018	010030115023026	010030115011102	010030115011111	010030115023028
010030115011062	010030115021055	010030115011011	010030114033024	010030115011097
010030115021054	010030115011079	010030115011104	010030115011078	010030115011061

010030115011120	010030115023016	010030115022073	010030115024046	010030115011005
010030116011100	010030115023050	010030115011065	010030116011098	010030115024049
010030115011114	010030115021114	010030115011009	010030116011108	010030115023015
010030115024044	010030115022046	010030115011083	010030115021058	010030115011110
010030115011082	010030115024054	010030115023024	010030115011121	010030116011030
010030115023039	010030115023048	010030115011012	010030115011069	010030115011116
010030115023029	010030115023037	010030115022054	010030115011135	010030115011139
010030115023034	010030115011106	010030115022056	010030115011105	010030115022061
010030115022074	010030115023086	010030115023052	010030115011091	010030115021067
010030115021056	010030115023027	010030115023014	010030115023051	010030115023085

VOTING PRECINCT 39
Voting Place: Gulf Shores, Meyer Civic Center

Voting Precinct #39 is defined by the following GEOID Blocks:

010030114072053	010030114071009	010030114071047	010030114071101	010030114073011
010030114061017	010030114071021	010030114071035	010030114072019	010030114071085
010030114071012	010030114071022	010030114061037	010030114061052	010030114061050
010030114072030	010030114071011	010030114073067	010030114073054	010030114073033
010030114073053	010030114071117	010030114071004	010030114061046	010030114061005
010039900000039	010030114071010	010030114061054	010030114072017	010030114073005
010030114072018	010030114061000	010030114072003	010030114073027	010030114071108
010030114072032	010030114073039	010030114061019	010030114073007	010030114072057
010030114061003	010030114071038	010030114073035	010030114062043	010030114061042
010030114073001	010030114072068	010030114073046	010030114072066	010030114073069
010030114062077	010039900000038	010030114071074	010030114073056	010030114061016
010030114073052	010030114072072	010030114062044	010030114072007	010030114062076
010030114062075	010030114072058	010030114062078	010030114071073	010030114061036
010030114062041	010030114073003	010030114071076	010030114073025	010030114061040
010030114073002	010030114072073	010030114071064	010030114071048	010030114071088
010030114072050	010030114072026	010030114072033	010030114071078	010030114071082
010030114072077	010030114062079	010030114073074	010030114061039	010030114071066
010030114071094	010030114073000	010030114072000	010030114072062	010030114071067
010030114072039	010030114032130	010030114073026	010030114071052	010030114073008
010030114071023	010030114061018	010030114072001	010030114073015	010030114072016
010030114071057	010030114061007	010030114071060	010030114073058	010030114071031
010030114071014	010030114072075	010030114062051	010030114071072	010030114071029
010030114062046	010030114072040	010030114072025	010030114062072	010030114061012
010030114073038	010030114071098	010030114061034	010030114061021	010030114072006
010030114072021	010030114072049	010030114073047	010030114071083	010030114071112
010030114071015	010030114072046	010030114062065	010030114071041	010030114071000

010030114072024	010030114073051	010030114072044	010030114072031	010030114062042
010030114061028	010030114072043	010030114073004	010030114072005	010030114071071
010030114071037	010030114071033	010030114071045	010030114071113	010030114072009
010030114061004	010030114061049	010030114072067	010030114071089	010030114062062
010030114061035	010030114071065	010030114073059	010030114061043	010030114073024
010030114073045	010030114073063	010030114072052	010030114071084	010030114072064
010030114061031	010030114061032	010030114072060	010030114062073	010030114073030
010030114061023	010030114072010	010030114071093	010030114071050	010030114072014
010030114071056	010030114073037	010030114071030	010030114071081	010030114073065
010030114071051	010030114073016	010030114073057	010030114073029	010030114061057
010030114072041	010030114073042	010030114073034	010030114071118	010030114062047
010030114071062	010030114071005	010030114061013	010030114071046	010030114073018
010030114061024	010030114061027	010030114071102	010030114073071	010030114073043
010030114072042	010030114072054	010030114072070	010030114073070	010030114072008
010030114072048	010030114073060	010030114071040	010030114071059	010030114071070
010030114071100	010030114073032	010030114072020	010030114071039	010030114061053
010030114073009	010030114061008	010030114071044	010030114071019	010030114073050
010030114073014	010030114061058	010030114061030	010030114071001	010030114071069
010030114072023	010030114071017	010030114072074	010030114071090	010030114061025
010030114072082	010030114061001	010030114061022	010030114071116	010030114071092
010030114071086	010030114061041	010030114061009	010030114072059	010030114071103
010030114061011	010030114061010	010030114073044	010030114072055	010030114073040
010030114073072	010030114072045	010030114073006	010030114061038	010030114073041
010030114073055	010030114061051	010030114071095	010030114073031	010030114071096
010030114071099	010030114033100	010030114072081	010030114072027	010030114071079
010030114061055	010030114071053	010030114072065	010030114061026	010030114062063
010030114072079	010030114071002	010030114071063	010030114071013	010030114073019
010030114071036	010030114062049	010030114072028	010030114071032	010030114073013
010030114072012	010030114071043	010030114061006	010030114061002	010030114073036
010030114062045	010030114061020	010030114072063	010030114061033	010030114073073
010030114071034	010030114062074	010030114073049	010030114071007	010030114072029
010030114071097	010030114072004	010030114073061	010030114073048	010030114072002
010030114072013	010030114073064	010030114071020	010030114073068	010030114071028
010030114072011	010030114061045	010030114073023	010030114071049	010030114061047
010030114071061	010030114072051	010030114061029	010030114072061	010030114072080
010030114072056	010030114073021	010030114071042	010030114061044	010030114072069
010030114072071	010030114071068	010030114072015	010030114073028	010030114061048
010030114072076	010030114071075	010030114073062	010030114071080	010030114071008
010030114073020	010030114071077	010030114062048	010030114061056	010030114071025
010030114073010	010030114071006	010030114073022	010030114071087	
010030114073012	010030114073066	010030114062064	010030114071058	
010030114061059	010030114062066	010030114071003	010030114072047	
010030114071091	010030114071018	010030114072022	010030114073017	

VOTING PRECINCT 40
Voting Place: Fort Morgan Volunteer Fire Department Station #1

Voting Precinct #40 is defined by the following GEOID Blocks:

010030114072038	010030114081021	010030114071055	010030114081091	010030114081110
010030114081090	010030114081043	010030114081006	010030114081012	010030114081128
010030114081008	010039900000030	010039900000024	010030114081057	010030114081124
010030114071026	010030114081019	010030114081024	010030114081094	010030114081088
010030114081120	010030114081023	010030114081009	010030114081121	010030114081051
010030114081026	010030114081005	010030114081035	010030114081097	010030114081136
010030114081122	010030114081034	010030114081086	010030114081068	010030114071114
010030114081082	010030114081134	010030114081075	010030114081066	010030114081071
010030114081119	010030114081001	010030114081133	010030114081081	010030114081025
010039900000033	010030114081054	010030114081036	010030114081113	010030114081067
010039900000037	010030114081125	010030114081127	010030114072078	010030114072035
010039900000036	010039900000032	010030114081073	010030114081102	010030114081037
010030114081010	010030114081118	010030114081079	010030114081101	010030114081058
010030114071106	010030114071027	010030114081099	010030114081052	010030114081074
010030114072037	010030114071024	010030114081048	010030114071110	010030114081070
010030114081027	010039900000022	010030114081137	010030114081031	010030114081093
010030114081130	010039900000025	010030114081059	010030114081063	010030114081078
010039900000035	010039900000031	010030114081049	010030114081047	010030114081104
010030114081003	010030114081015	010030114072036	010030114071107	010030114071104
010030114081103	010030114081022	010030114081085	010030114081069	010030114081126
010030114081018	010030114081065	010030114081060	010030114081108	010030114081096
010030114081045	010030114081011	010030114081033	010030114071105	010030114081072
010039900000034	010030114071054	010030114081084	010030114081132	010030114071111
010030114081032	010030114081089	010030114081107	010030114071109	010030114081100
010030114081062	010030114081004	010030114081064	010030114081014	010030114081007
010030114081123	010030114081098	010030114081092	010030114081087	010030114081105
010030114081117	010030114081028	010030114081076	010030114081038	010030114081046
010039900000023	010030114081135	010030114081138	010030114081109	010030114081042
010030114081039	010030114081044	010030114071115	010030114081083	010030114081111
010030114081000	010030114072034	010030114081050	010030114081002	010030114081013
010039900000027	010030114081020	010030114081040	010030114081106	010030114081114
010039900000026	010030114081055	010030114081041	010030114081029	010030114081116
010030114071016	010030114081077	010030114081131	010030114081112	010030114081061
010030114081080	010030114081016	010030114081053	010030114081056	010030114081095
010030114081030	010030114081017	010030114081115	010030114081129	

VOTING PRECINCT 41				
Voting Place: Orange Beach Community Center				

Voting Precinct #41 is defined by the following GEOID Blocks:

10030114032133	10030114051066	10030114052053	10030114062018	10030114063017
10030114033002	10030114051067	10030114052054	10030114062019	10030114063018
10030114033003	10030114051068	10030114052055	10030114062020	10030114063019
10030114033151	10030114051069	10030114052056	10030114062021	10030114063020
10030114033152	10030114051070	10030114052057	10030114062022	10030114063021
10030114033153	10030114051071	10030114052058	10030114062023	10030114063022
10030114051000	10030114051072	10030114052059	10030114062024	10030114063023
10030114051001	10030114051073	10030114052060	10030114062025	10030114063024
10030114051002	10030114051074	10030114052061	10030114062026	10030114063025
10030114051003	10030114051075	10030114052062	10030114062027	10030114063026
10030114051004	10030114051076	10030114052063	10030114062028	10030114063027
10030114051005	10030114051077	10030114052064	10030114062029	10030114063028
10030114051006	10030114051078	10030114052065	10030114062030	10030114063029
10030114051007	10030114051079	10030114052066	10030114062031	10030114063030
10030114051008	10030114051080	10030114052067	10030114062032	10030114063031
10030114051009	10030114051081	10030114052068	10030114062033	10030114063032
10030114051010	10030114051082	10030114052069	10030114062034	10030114063033
10030114051011	10030114051083	10030114052070	10030114062035	10030114063034
10030114051012	10030114051084	10030114052071	10030114062036	10030114063035
10030114051013	10030114051085	10030114052072	10030114062037	10030114063036
10030114051014	10030114051086	10030114052073	10030114062038	10030114063037
10030114051015	10030114051087	10030114052074	10030114062039	10030114063038
10030114051016	10030114051088	10030114052075	10030114062040	10030114063039
10030114051017	10030114051089	10030114052076	10030114062050	10030114063040
10030114051018	10030114051090	10030114052077	10030114062052	10030114063041
10030114051019	10030114051091	10030114052078	10030114062053	10030114063042
10030114051020	10030114051092	10030114052079	10030114062054	10030114063043
10030114051021	10030114051093	10030114052080	10030114062055	10030114063044
10030114051022	10030114051094	10030114052081	10030114062056	10030114063046
10030114051023	10030114051095	10030114052082	10030114062057	10030114063047
10030114051024	10030114051096	10030114052083	10030114062058	10030114063048
10030114051025	10030114051097	10030114052084	10030114062059	10030114063049
10030114051026	10030114051098	10030114052085	10030114062060	10030114063050
10030114051027	10030114051099	10030114052086	10030114062061	10030114063051

10030114051028	10030114051100	10030114052087	10030114062067	10030114063052
10030114051029	10030114051101	10030114052088	10030114062068	10030114063053
10030114051030	10030114051102	10030114052089	10030114062069	10030114063054
10030114051031	10030114051103	10030114052090	10030114062070	10030114063055
10030114051032	10030114051104	10030114052091	10030114062071	10030114063056
10030114051033	10030114051105	10030114052092	10030114062080	10030114063057
10030114051034	10030114051106	10030114052093	10030114062081	10030114063058
10030114051035	10030114051107	10030114052094	10030114062082	10030114063059
10030114051036	10030114051108	10030114052095	10030014062083	10030114063060
10030114051037	10030114051109	10030114052096	10030114062084	10030114063061
10030114051038	10030114051110	10030114052097	10030114062085	10030114063062
10030114051039	10030114051111	10030114052098	10030114062086	10030114063063
10030114051040	10030114051112	10030114052099	10030114062087	10030114063064
10030114051041	10030114051113	10030114052100	10030114062088	10030114063065
10030114051042	10030114051114	10030114052101	10030114062089	10030114063066
10030114051043	10030114051115	10030114052102	10030114062090	10030114063067
10030114051044	10030114051116	10030114052103	10030114062091	10030114063068
10030114051045	10030114051117	10030114052104	10030114062092	10030114063069
10030114051046	10030114051118	10030114061014	10030114062093	10030114063070
10030114051047	10030114051119	10030114061015	10030114062094	10030114063071
10030114051048	10030114051120	10030114062000	10030114062095	10030114063072
10030114051049	10030114051121	10030114062001	10030114063000	10030114063073
10030114051050	10030114051122	10030114062002	10030114063001	10030114063074
10030114051051	10030114051123	10030114062003	10030114063002	10030114063075
10030114051052	10030114051124	10030114062004	10030114063003	10030114063076
10030114051053	10030114051125	10030114062005	10030114063004	10030114063077
10030114051054	10030114051126	10030114062006	10030114063005	10030114063078
10030114051055	10030114051127	10030114062007	10030114063006	10030114063079
10030114051056	10030114051128	10030114062008	10030114063007	10030114063080
10030114051057	10030114051129	10030114062009	10030114063008	10030114063081
10030114051058	10030114051130	10030114062010	10030114063009	10030114063082
10030114051059	10030114051131	10030114062011	10030114063010	10030114063083
10030114051060	10030114052014	10030114062012	10030114063011	10030114063084
10030114051061	10030114052015	10030114062013	10030114063012	10030114063085
10030114051062	10030114052016	10030114062014	10030114063013	10030114063086
10030114051063	10030114052017	10030114062015	10030114063014	100399000000040
10030114051064	10030114052051	10030114062016	10030114063015	100399000000041
10030114051065	10030114052052	10030114062017	10030114063016	

VOTING PRECINCT 42
Voting Place: Fairhope Civic Center

Voting Precinct #42 is defined by the following GEOID Blocks:

010030112022000	010030112023038	010030112023052	010030112012013	010030112023007
010030112021008	010030112012044	010030112024016	010030107031122	010030112012042
010030112011000	010030108003082	010030112023023	010030112011078	010030112023054
010030112023036	010030112022019	010030112012086	010030112011074	010030112011051
010039900000004	010030112011044	010030112024009	010030112023018	010030107031160
010030112011061	010030112012014	010030112011011	010030112022029	010030107031220
010039900000005	010030112012067	010030112022002	010030112023072	010030112022005
010030112011065	010030112023027	010030112023021	010030112022034	010030112024011
010030112011025	010030112023001	010030112023057	010030112023039	010030112012054
010030112023026	010030112023046	010030107031178	010030112023058	010030112023028
010030112022046	010030112012061	010030112023043	010030112011060	010030112023016
010030107031161	010030108003073	010030107031159	010030112012050	010030112021041
010030112023059	010030112012037	010030112023049	010030108003100	010030108003076
010030107031222	010030112022035	010030112022028	010030112012028	010030112023040
010030112023056	010030112023068	010030107031180	010030112021007	010030108003080
010030112023044	010030107031223	010030112011009	010030107031221	010030112012079
010030112024032	010030107031233	010030107031166	010030112021057	010030112012022
010030112012031	010030112024035	010030107031184	010030112022042	010030112023030
010030112012041	010030112011048	010030108003045	010030107031179	010030112024033
010030107031157	010030108003079	010030112024026	010030112023033	010030112011050
010030112023022	010030112011005	010030112023069	010030112023002	010030112022008
010030112011073	010030107031164	010030112024019	010030112022038	010030112011047
010030112024021	010030112023047	010030112023037	010030112011052	010030112011022
010030112023004	010030112021046	010030112022043	010030112023041	010030112011054
010030112024015	010030108003064	010030112011063	010030112023017	010030112012030
010030112021015	010030112021000	010030112023012	010030112012063	010030112011072
010030112011001	010030112024027	010030112024030	010030107031177	010030112021010
010030112011003	010030107031154	010030112023051	010030112012011	010030112012015
010030112011056	010030112011080	010030112022033	010030112022013	010030112022040
010030107031232	010030112011062	010030112023003	010030112011046	010030112012009
010030112011026	010030112011032	010030108003066	010030112012036	010030112024031
010030112023042	010030112023031	010030112024025	010030112023013	010030112023074
010030107031226	010030112011076	010030112021004	010030112024006	010030112012038
010030112011023	010030112021044	010030112023071	010030107031231	010030112021047
010030107031183	010030112011055	010030112022020	010030107031125	010030112022022
010030112012043	010030112021056	010030112012019	010030107031127	010030112012017
010030112024001	010030112012010	010030112024023	010030112011004	010030112012049
010030112011045	010030112011021	010030112024017	010030108003081	010030112023015

010030112012048	010030112022018	010030112011007	010030112024034	010030112021045
010030112011006	010030112012024	010030112012065	010030112012040	010030112023060
010030112021040	010030112023064	010030112021001	010030108003068	010030112023014
010030112012008	010030112024003	010030107031185	010030112011070	010030112023000
010030107031230	010030112023005	010030112011024	010030112023008	010030112023062
010030108003044	010030112024022	010030107031224	010030112022009	010030112021020
010030112023075	010030112023032	010030112022011	010030107031176	010030112023065
010030112022014	010030112021005	010030112023076	010030107031225	010030112021014
010030112011059	010030112021049	010030112022025	010030112012080	010030112021012
010030112012025	010030112011075	010030112022047	010030112024004	010030112024014
010030112023066	010030112022039	010030112024036	010030112023024	010030112024018
010030112012012	010030112021017	010030112021016	010030108003046	010030107031181
010030112021013	010030112012047	010030112024007	010030112023070	010030112023020
010030112012039	010030112022024	010030112011049	010030112012057	010030112023055
010030108003072	010030107031218	010030112023035	010030112023045	010030112021009
010030112022026	010030112023029	010030112012045	010030112012056	010030112022031
010030107031162	010030112011030	010030112023025	010030107031167	010030112023048
010030112012060	010030112012078	010030112021039	010030112012066	010030112023073
010030112021006	010030112012016	010030112022032	010030112012052	010030112024008
010030112011068	010030112021019	010030112011069	010030112011043	010030112021003
010030112024038	010030112011020	010030108003043	010030112011053	010030107031219
010030112021002	010030107031158	010030112011057	010030112022021	010030107031123
010030112023050	010030112022027	010030112024012	010030112024029	010030112012020
010030112012055	010030112021018	010030112011082	010030112021043	010030112024028
010030112012085	010030107031126	010030112024037	010030112023010	010030112022041
010030112022037	010030112011064	010030112012032	010030112022017	010030112023006
010030112023019	010030112023053	010030112011002	010030112022010	010030112022007
010030112021011	010030107031124	010030112022030	010030112012059	010030112012064
010030112012029	010030112022045	010030107031217	010030112022006	010030112012007
010030112023063	010030112024002	010030112024020	010030112012033	010030112011081
010030112012051	010030107031156	010030112012027	010030107031155	010030112023009
010030112023067	010030108003067	010030112011010	010030112012018	010030112023034
010030112023011	010030112012046	010030112022012	010030112012035	010030108003071
010030112022001	010030112022023	010030112011067	010030112012062	010030112024024
010030112012087	010030112024010	010030107031121	010030112023061	010030112011008
010030112012034	010030112024005	010030107031165	010030112022036	010030112024013
010030112022044	010030112012023	010030112024000	010030112021042	010030107031163
010030108003065	010030107031119	010030112022016	010030112012026	010030112012058
010030112022015	010030108003083	010030112011058	010030112012021	010030112012053

VOTING PRECINCT 43
Voting Place: Fairhope, 3Circle Church

Voting Precinct #43 is defined by the following GEOID Blocks:

010030107031211	010030107031128	010030107031210	010030107031173	010030107031138
010030107031150	010030107031148	010030107031129	010030107031201	010030107031197
010030107031192	010030107031195	010030107031196	010030107031199	010030107031182
010030107031200	010030107031194	010030107031146	010030107031142	010030107031133
010030107031145	010030107031206	010030107031103	010030107031149	010030107031205
010030107031136	010030107031141	010030107031139	010030107031170	010030107031172
010030107031144	010030107031135	010030107031198	010030107031132	010030107031216
010030107031169	010030107031130	010030107031174	010030107031202	010030107031175
010030107031137	010030107031193	010030107031134	010030107031171	010030107031147
010030107031204	010030107031131	010030107031143	010030107031140	010030107031203
010030110001042	010030111022068	010030111022001	010030111011002	010030111012001
010030111022079	010030111012010	010030111022072	010030111022078	010030111022076
010030111022075	010030111011010	010030111022066	010030111011042	010030111011018
010030110001042	010030111011021	010030111012038	010030111011011	010030111011000
010030109051057	010030111013006	010030111022060	010030111012007	010030111011061
010030111011063	010030111013018	010030111022073	010030111011007	010030111012022
010030111011058	010030111011006	010030111022081	010030111013016	010030111012026
010030111012027	010030111011001	010030111011028	010030111013005	010030111011012
010030111011056	010030111012011	010030111022061	010030111011016	010030111012000
010030111013017	010030111012048	010030111011047	010030111012014	010030111011068
010030111012018	010030111012035	010030111022070	010030111012009	010030111011040
010030111011004	010030111011030	010030111022003	010030111012005	010030111022002
010030111012043	010030111011045	010030111013001	010030111012019	010030111012033
010030111011036	010030111022058	010030111011029	010030111013025	010030111013033
010030111011060	010030111022000	010030111022004	010030111011008	010030111011059
010030111011005	010030111011022	010030111012046	010030111011037	010030111012024
010030111013030	010030111012012	010030111022069	010030111022082	010030111013032
010030111012021	010030111012023	010030111012042	010030111022059	010030111011003
010030111011048	010030111011054	010030111012039	010030111011062	010030111011034
010030111013004	010030111012020	010030111011014	010030111022071	010030111011050
010030111011024	010030111011015	010030111012040	010030111011046	010030111012031
010030111011044	010030109051017	010030111022057	010030111012013	010030111013000
010030111011023	010030111012030	010030111011065	010030111011051	010030111011017
010030111011013	010030111012008	010030111011041	010030111013026	010030111012028
010030111012032	010030109051069	010030111011038	010030111012047	010030111012003
010030111011020	010030111022056	010030111011031	010030111022067	010030111012034
010030111011039	010030111011025	010030111012045	010030111013024	010030111012036
010030111013015	010030111013031	010030111011035	010030111011067	010030111012044
010030111012002	010030111012004	010030111012006	010030111011019	010030111011057
010030111011026	010030111011027	010030111011049	010030111012017	010030111012029
010030111013002	010030111011069	010030111011064	010030111022074	010030111012041
010030111012037	010030111011066	010030111011052	010030111012016	010030111011055
010030111011053	010030111013003	010030111011032	010030111011033	010030111011043
010030111012015	010030111012025	010030111011009	010030107031101	010030107031227
010030107031102	010030107031105	010030107031104	010030107031106	

VOTING PRECINCT 44
Voting Place: Barnwell Volunteer Fire Department

Voting Precinct #44 is defined by the following GEOID Blocks:

010030114015021	010030113002025	010030113002022	010030113003027	010030113003010
010030113002029	010030113003020	010030113003008	010030113002017	010030113002003
010030113002023	010030113003002	010030113003017	010030113003012	010030113002021
010030113003021	010030113004042	010039900000010	010039900000012	010030113003011
010030113003024	010030113003004	010030113002027	010030113003015	010039900000008
010030113002000	010030113003025	010030113002020	010039900000011	010030113002024
010030113003001	010030113002018	010030113003016	010039900000009	010030113003014
010030113002014	010030113003019	010030113003005	010030113002011	010030113004043
010030113002031	010030113002001	010030113003009	010030113003007	010030113002013
010030113003006	010030113002030	010030113002006	010030113003018	010030113002009
010030113002008	010030113003029	010030113002015	010030113003028	010030113003022
010030113002016	010030113003026	010030113002028	010030113002002	010030113002012
010030113003013	010030113002019	010030113004041	010030113002010	010030113002005
010030113003023	010030113002004	010030113002026	010030113003030	010030113002007

VOTING PRECINCT 45
Voting Place: Spanish Fort Community Center

Voting Precinct #45 is defined by the following GEOID Blocks:

010030107032055	010030103002129	010030103002141	010030103002161	010030107013015
010030107011063	010030103002115	010030103002125	010030107011068	010030107013000
010030103002164	010030103002179	010030107011071	010030103002106	010030103002149
010030107011060	010030103002131	010030107011067	010030103002128	010030107014087
010030107014108	010030103002151	010030107011080	010030107011137	010030107013018
010030107011059	010030107014120	010030103002183	010030107011072	010030107014031
010030107014058	010030107011066	010030107013003	010030107014034	010030107013004
010030107014097	010030107014037	010030107014050	010030107011095	010030107014098
010030107011079	010030107011061	010030103002140	010030107013006	010030107013008
010030107011049	010030103002127	010030107014038	010030107011103	010030107014107
010030103002143	010030103002138	010030103002133	010030107011132	010030107014102
010030107014096	010030103002126	010030107011056	010030107014049	010030103002043
010030107011058	010030107011031	010030107011078	010030107014020	010030107011131
010030107014095	010030107011081	010030107014035	010030107011094	010030107011136
010030107014039	010030107011025	010030103002130	010030107011107	010030107011114
010030107014105	010030107032051	010030107011089	010030107011129	010030107011083
010030107011075	010030107011057	010030107011050	010030103002146	010030107014040
010030107011076	010030107014047	010030107011054	010030107013001	010030107011117
010030107011064	010030103002134	010030107014056	010030107014006	010030107011106
010030107011073	010030103002180	010030103002132	010030107011140	010030103002117
010030107014054	010030107011069	010030107011070	010030107013007	010030103002152
010030107011053	010030107014057	010030107011077	010030107011127	010030107011141
010030103002163	010030103002182	010030107011055	010030107011138	010030107014036
010030107011065	010030107011052	010030103002136	010030107013010	010030107014051
010030107011074	010030103002173	010030107011019	010030103002155	010030107014100

010030107013017	010030107011108	010030107011134	010030107011085	010030107011133
010030107011109	010030107011113	010030107011092	010030107011101	010030107011096
010030107011118	010030107013016	010030107011115	010030107013014	010030107014093
010030107032050	010030107011091	010030103002154	010030107011123	010030107014053
010030107011104	010030103002157	010030107014045	010030107011086	010030107011130
010030107014103	010030103002135	010030107011128	010030103002150	010030107014106
010030107011111	010030107011090	010030107013013	010030107011139	010030107014021
010030107011135	010030107011102	010030107011124	010030103002103	010030107014052
010030107014099	010030107011093	010030107014104	010030107011121	010030107011119
010030107011088	010030107014055	010030107014048	010030103002120	010030107011082
010030103002118	010030107011098	010030107014003	010030103002137	010030107011062
010030107011125	010030107014033	010030107014092	010030103002139	010030107011112
010030107013005	010030103002144	010030103002156	010030107014004	010030107011087
010030107011116	010030107014101	010030107011105	010030107011099	010030107011110
010030107011143	010030107011084	010030103002142	010030107011120	010030107013002
010030103002148	010030103002145	010030107011122	010030107013012	010030107014030
010030103002147	010030107011126	010030107011097	010030103002174	010030103002153
010030107014046	010030107011051	010030107011030	010030103002102	010030107011100
010030107013009	010030107014029	010030107014032	010030107013011	

VOTING PRECINCT 46
Voting Place: Spanish Fort Church of Christ

Voting Precinct #46 is defined by the following GEOID Blocks:

010030107014069	010030107014009	010030107012043	010030107012017	010030107014083
010030107014064	010030107012007	010030107014075	010030107012008	010030107014018
010030107014073	010030107032107	010030107014062	010030107014023	010030107041002
010030107014119	010030107012010	010030107014012	010030107014068	010030107012033
010030107014063	010030107014042	010030107012028	010030107014061	010030107012041
010030107014085	010030107012044	010030107014014	010030107012036	010030107014007
010030107014090	010030107014081	010030107012020	010030107012006	010030107014008
010030107014117	010030107032197	010030107041051	010030107014017	010030107012035
010030107014028	010030107014001	010030107012039	010030107012042	010030107012012
010030107014118	010030107014044	010030107032123	010030107014043	010030107014015
010030107014066	010030107014070	010030107012034	010030107012005	010030107012030
010030107014026	010030107012000	010030107012002	010030107014059	010030107012038
010030107014086	010030107014067	010030107014074	010030107012009	010030107032143
010030107014089	010030107014084	010030107014088	010030107014022	010030107014000
010030107014060	010030107012004	010030107012022	010030107012015	010030107012024
010030107014065	010030107012027	010030107012019	010030107032106	010030107012001
010030107012013	010030107014079	010030107032122	010030107012021	010030107014005
010030107012016	010030107014019	010030107032119	010030107014025	010030107014082
010030107012045	010030107014010	010030107014002	010030107014027	010030107012011

010030107012031	010030107014072	010030107014016	010030107014013	010030107012040
010030107041000	010030107041001	010030107014078	010030107012018	010030107014041
010030107012025	010030107012003	010030107032146	010030107012014	010030107014024
010030107014076	010030107014080	010030107032196	010030107041050	010030107012026
010030107012032	010030107014116	010030107032118	010030107014077	010030107012037
010030107014011	010030107012029	010030107012023	010030107014071	

VOTING PRECINCT 47
Voting Place: Foley United Methodist Church

Voting Precinct #47 is defined by the following GEOID Blocks:

010030115013003	010030115011146	010030115011055	010030115021089	010030115021084
010030115013004	010030115012016	010030115013028	010030115022033	010030114033097
010030115013000	010030115011153	010030115021035	010030115013067	010030115013042
010030115013001	010030115021010	010030115012011	010030115013046	010030115021092
010030115013007	010030115021007	010030115021107	010030115022041	010030115022024
010030115013002	010030115021094	010030115013066	010030115021009	010030115013055
010030115012017	010030114033108	010030115021105	010030115013062	010030115021074
010030115012001	010030115022021	010030115022020	010030115021022	010030115013009
010030115012050	010030114014056	010030115011047	010030115013052	010030115021115
010030115012006	010030115021078	010030115011044	010030115021100	010030115013078
010030115012048	010030114033110	010030115012029	010030115021076	010030115022014
010030115012015	010030115021075	010030115012027	010030114033084	010030115022030
010030115012014	010030115021026	010030115021033	010030115013063	010030115021037
010030115012018	010030114033093	010030115012037	010030115013050	010030115011059
010030115012003	010030114014085	010030115021073	010030115012010	010030114033058
010030115011049	010030114033042	010030115013048	010030115021102	010030115021028
010030115012002	010030115021109	010030115013069	010030114033102	010030114033087
010030115012047	010030115021039	010030115013012	010030114033031	010030115012045
010030115011145	010030115013005	010030115021025	010030115022067	010030114033091
010030115011144	010030115022011	010030115013059	010030115021079	010030115012042
010030115011147	010030115011142	010030115013081	010030115021083	010030115011058
010030115011054	010030115021017	010030115013013	010030115013068	010030115021108
010030115011152	010030115021008	010030115013075	010030115021032	010030115013006
010030115011156	010030115021006	010030115013022	010030114033038	010030115022034
010030115011158	010030114033109	010030114033037	010030115021113	010030115012024
010030115012004	010030115013027	010030115013061	010030115012019	010030115011048
010030115012005	010030115021029	010030115022036	010030115012013	010030115021031
010030115012007	010030115013072	010030115013057	010030115013040	010030115013033
010030115011045	010030115022022	010030115022015	010030115022025	010030115013025
010030115011157	010030115022063	010030115012035	010030115013036	010030115021011

010030114033089	010030115011056	010030115022038	010030114033032	010030115022065
010030115021088	010030115012034	010030115013021	010030115013080	010030115012009
010030115021111	010030114033076	010030115012028	010030114033039	010030115012021
010030115013014	010030115021023	010030115011053	010030115022017	010030115021087
010030115012032	010030114033095	010030115021040	010030115013077	010030115013053
010030115013016	010030115011051	010030115011160	010030114033105	010030115021093
010030114033079	010030114033036	010030115012038	010030115012036	010030115021104
010030115013054	010030115021077	010030114033035	010030115013043	010030114033085
010030115012025	010030115022029	010030114033082	010030114033034	010030115013079
010030115021020	010030115021014	010030115012030	010030115013065	010030115013047
010030115021043	010030115013041	010030115022076	010030115013045	010030115021112
010030115012020	010030114033040	010030115021027	010030115021098	010030115013010
010030115013037	010030115011050	010030114033080	010030115013051	010030115021096
010030115013070	010030115021086	010030114033078	010030115022010	010030115022031
010030114033043	010030115013026	010030115021013	010030114033029	010030115013038
010030115013023	010030115022019	010030115022012	010030115021021	010030114033030
010030115011046	010030115012049	010030115022077	010030115013029	010030115012008
010030115012044	010030115022028	010030115021036	010030115012046	010030115021085
010030115013073	010030115022064	010030115021030	010030115021082	010030114033083
010030115013015	010030114031000	010030115013030	010030114033106	010030115013008
010030115021019	010030115021106	010030115022043	010030115011057	010030115013032
010030115021004	010030115011143	010030115021116	010030115021042	010030114033075
010030115021016	010030114033033	010030115022009	010030115013044	010030115012033
010030115013011	010030115013056	010030115013049	010030114033090	010030115011052
010030114033086	010030115013035	010030115021018	010030115022075	010030115013024
010030115022039	010030115022068	010030115021103	010030115013058	010030115022008
010030115022035	010030114033094	010030115022081	010030115022016	010030115013031
010030114031003	010030115021034	010030115021080	010030115021041	010030115021045
010030115012040	010030114033104	010030115022005	010030114033096	010030114033088
010030114033092	010030115022023	010030115021024	010030115011060	010030115022044
010030115013019	010030115022042	010030115013076	010030115022026	010030115021081
010030115022037	010030115012031	010030115021110	010030115012022	010030115021117
010030115013074	010030115013060	010030115022078	010030115022040	010030115021119
010030115022069	010030115013020	010030115021091	010030115021012	010030115022070
010030115012043	010030114033111	010030115013039	010030115022013	010030115013018
010030115012012	010030115013017	010030114033103	010030115022018	010030115013071
010030115013064	010030115011159	010030115012026	010030115021095	010030115022007
010030115012041	010030115022032	010030115012039	010030115021015	010030114033081
010030114033100	010030114033107	010030115022006	010030115021097	010030114033077
010030115021005	010030115013082	010030115012023	010030115021099	010030114033028
010030114014086	010030115022027	010030115021038	010030115021090	010030115021101
010030115022066	010030115013034	010030115012000	010030115021072	010030114014087

VOTING PRECINCT 48
Voting Place: Gulf Shores Cultural Center

Voting Precinct #48 is defined by the following GEOID Blocks:

010030114032132	010030114031079	010030114031170	010030114032068	010030114033069
010030114032095	010030114031114	010030114032060	010030114031074	010030114031038
010030114032096	010030114031185	010030114032152	010030114032048	010030114033065
010030114032102	010030114033072	010030114031134	010030114031042	010030114031173
010030114032134	010030114031162	010030114031069	010030114032037	010030114031156
010030114063045	010030114031141	010030114031026	010030114031103	010030114033131
010030114032018	010030114031108	010030114032123	010030114032084	010030114032026
010030114032104	010030114033067	010030114031165	010030114031043	010030114031166
010030114032094	010030114031143	010030114031104	010030114033130	010030114031177
010030114032093	010030114031094	010030114033049	010030114031180	010030114032079
010030114032131	010030114031137	010030114032088	010030114032004	010030114033112
010030114031097	010030114031099	010030114033046	010030114032038	010030114032120
010030114033048	010030114031100	010030114032027	010030114032034	010030114031133
010030114031073	010030114031110	010030114031157	010030114031006	010030114031033
010030114031151	010030114032083	010030114032010	010030114033099	010030114031090
010030114031172	010030114031112	010030114032160	010030114032058	010030114032136
010030114031138	010030114031011	010030114031102	010030114031054	010030114031044
010030114031101	010030114031152	010030114031075	010030114031050	010030114032066
010030114031096	010030114032072	010030114032050	010030114031107	010030114031080
010030114032062	010030114031154	010030114033128	010030114031022	010030114033044
010030114032090	010030114032002	010030114032025	010030114032107	010030114031048
010030114032106	010030114031059	010030114032103	010030114032064	010030114032148
010030114031109	010030114032109	010030114031004	010030114032113	010030114032076
010030114031049	010030114031120	010030114032071	010030114031072	010030114032141
010030114031089	010030114032128	010030114032024	010030114031167	010030114032105
010030114032110	010030114031029	010030114031060	010030114032078	010030114032056
010030114032129	010030114031135	010030114031053	010030114031057	010030114031001
010030114031186	010030114031142	010030114031116	010030114031062	010030114031149
010030114033063	010030114032142	010030114032023	010030114031169	010030114033041
010030114031111	010030114032146	010030114033053	010030114031064	010030114032012
010030114031121	010030114032144	010030114032003	010030114032039	010030114032086
010030114032091	010030114032065	010030114031041	010030114031027	010030114031153
010030114032031	010030114033068	010030114031163	010030114031025	010030114033074
010030114032158	010030114033057	010030114032135	010030114032108	010030114031178
010030114031086	010030114031055	010030114032052	010030114033154	010030114031078
010030114033113	010030114031012	010030114033064	010030114031117	010030114031182
010030114031125	010030114031144	010030114032080	010030114032114	010030114031071
010030114031119	010030114031032	010030114031040	010030114032075	010030114033118

010030114032101	010030114032126	010030114032041	010030114032137	010030114031077
010030114031030	010030114032040	010030114032125	010030114032111	010030114032029
010030114031158	010030114031147	010030114031175	010030114031139	010030114031056
010030114031126	010030114031005	010030114033071	010030114032043	010030114032157
010030114031035	010030114031010	010030114033055	010030114031083	010030114032073
010030114031034	010030114032061	010030114033150	010030114032119	010030114032055
010030114031014	010030114031164	010030114032121	010030114031105	010030114031084
010030114032074	010030114032028	010030114031184	010030114032011	010030114031118
010030114031130	010030114031002	010030114031160	010030114032117	010030114031020
010030114031066	010030114032151	010030114032124	010030114032059	010030114033054
010030114031179	010030114033116	010030114031028	010030114031065	010030114033051
010030114031161	010030114032033	010030114032089	010030114032014	010030114032159
010030114032044	010030114031187	010030114032006	010030114032147	010030114033127
010030114033045	010030114033098	010030114031067	010030114032127	010030114033070
010030114033101	010030114032013	010030114031037	010030114031092	010030114033129
010030114031113	010030114032016	010030114031181	010030114031009	010030114032140
010030114032035	010030114032030	010030114032053	010030114033114	010030114031013
010030114031046	010030114031122	010030114033115	010030114031123	010030114031051
010030114031081	010030114032047	010030114032153	010030114031106	010030114031031
010030114031098	010030114032070	010030114031148	010030114032051	010030114031082
010030114032122	010030114032005	010030114032057	010030114032036	010030114031132
010030114032081	010030114031015	010030114033047	010030114031063	010030114032015
010030114032042	010030114031017	010030114031052	010030114031159	010030114032154
010030114033126	010030114032063	010030114033052	010030114032009	010030114031183
010030114031146	010030114032022	010030114032045	010030114032021	010030114032008
010030114032087	010030114032020	010030114031039	010030114031115	010030114032115
010030114032049	010030114031018	010030114032082	010030114032149	010030114031045
010030114031145	010030114033066	010030114031136	010030114032067	010030114031174
010030114031007	010030114033073	010030114032069	010030114031070	010030114031019
010030114031087	010030114032138	010030114031076	010030114031155	010030114031168
010030114033134	010030114032118	010030114032145	010030114032112	010030114032156
010030114033056	010030114032032	010030114032150	010030114033149	010030114031127
010030114032019	010030114031085	010030114031131	010030114031093	010030114032054
010030114031124	010030114031008	010030114031095	010030114032046	010030114031058
010030114032007	010030114033133	010030114031171	010030114031128	010030114014058
010030114031140	010030114031068	010030114033117	010030114031176	010030114031036
010030114032017	010030114032077	010030114032092	010030114031021	010030114031023
010030114032116	010030114031061	010030114032143	010030114031129	010030114031024
010030114033050	010030114031016	010030114031150	010030114032085	
010030114031088	010030114031091	010030114032139	010030114031047	

VOTING PRECINCT 49
Voting Place: Fairhope East, Homestead Village of Fairhope

Voting Precinct #49 is defined by the following GEOID Blocks:

010030112011042	010030111013035	010030112011038	010030111013063	010030112011033
010030111013047	010030112012068	010030111013036	010030112011034	010030111013045
010030111013048	010030111013038	010030111013076	010030111013034	010030112012001
010030112012076	010030111013067	010030112012075	010030111013081	010030111013083
010030111013027	010030111013008	010030111013065	010030111013022	010030111013042
010030111013079	010030111013061	010030112012074	010030111013082	010030112011036
010030111013050	010030111013077	010030112012083	010030111013070	010030111013023
010030111013060	010030111013021	010030111013058	010030111013056	010030112012070
010030112011079	010030112011041	010030112012003	010030111013071	010030111013037
010030111013054	010030112011037	010030112011040	010030112011035	010030111013009
010030111013029	010030111013014	010030111013062	010030111013057	010030111013066
010030111013007	010030111013044	010030111013046	010030112012072	010030112012006
010030112012081	010030111013074	010030112011027	010030111013051	010030111013039
010030112011031	010030111013064	010030112012000	010030111013011	010030111013019
010030111013059	010030112012073	010030112011039	010030111013080	010030112011077
010030112012004	010030111013068	010030112012082	010030112011071	010030111013078
010030111013069	010030112012080	010030111013041	010030111013020	010030112012005
010030111013012	010030111013040	010030111013053	010030112011029	010030111013055
010030111013075	010030111013010	010030111013072	010030112012069	010030112012071
010030112012084	010030112012077	010030111013028	010030111013049	010030111013043
010030111013052	010030112011028	010030112012002	010030111013073	010030111013013

VOTING PRECINCT 50
Voting Place: Fairhope South, Mars Hill Church

Voting Precinct #50 is defined by the following GEOID Blocks:

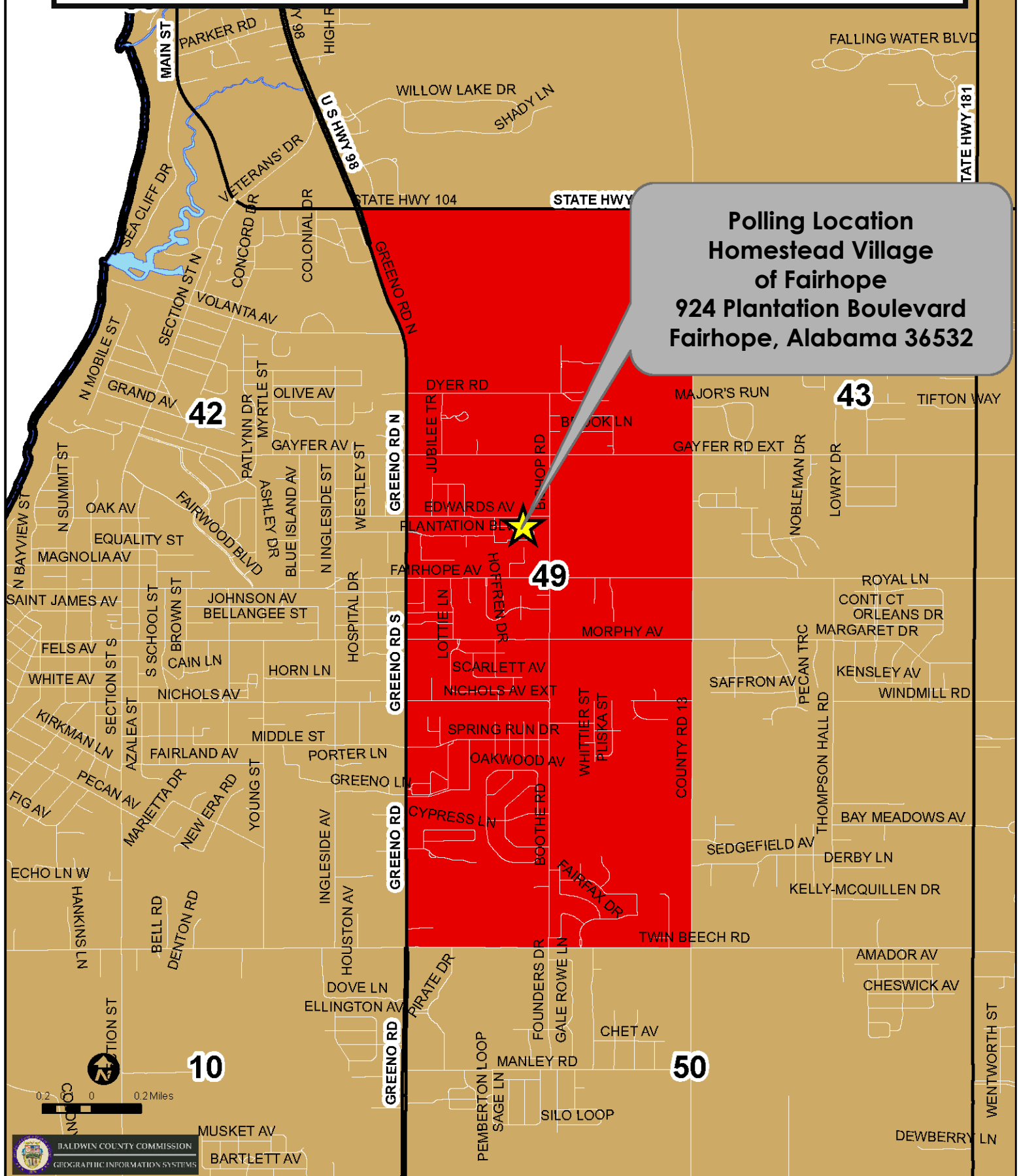
010030110001039	010030111021013	010030111021008	010030111021029	010030111021045
010030111021038	010030111021022	010030110001039	010030110001041	010030111021000
010030111021031	010030111022034	010030111021040	010030111022031	010030111021019
010030111022016	010030111022054	010030111021037	010030111021015	010030111021039
010030111021018	010030111022010	010030111021020	010030111022029	010030111022062
010030111022027	010030111022025	010030111022026	010030111021027	010030111021026
010030111021005	010030111021044	010030111021014	010030111022063	010030111021017
010030111021006	010030111022036	010030111022023	010030111021035	010030111022012
010030111022030	010030111021030	010030111022035	010030111022048	010030111022024
010030111021016	010030111022011	010030111022033	010030111021041	010030111022064
010030111021002	010030111022050	010030111021004	010030111022017	010030111022006
010030111021028	010030111022032	010030111022065	010030111022037	010030111022051
010030111021025	010030111021024	010030111021001	010030111022043	010030111021021
010030111021009	010030111022038	010030111022008	010030111021043	010030111022055
010030111021023	010030111022005	010030111022014	010030111021042	010030111022015
010030111022020	010030111022018	010030111022021	010030111022019	010030111022080
010030111022049	010030111022013	010030111022022	010030111022044	010030111021012
010030111022040	010030111021034	010030111022039	010030111022028	010030111022047
010030111022007	010030111022045	010030111022046	010030111022009	010030111021010
010030111021007	010030111021003	010030113004015	010030113004045	010030113004031
010030113004038	010030113004034	010030113004048	010030113004027	010030113004025
010030113004040	010030113004033	010039900000007	010030113004030	010030113004037
010030113003000	010030113004035	010030113004020	010030113004017	010030113004032
010030113004052	010030113004021	010030113004036	010030113004029	010030113004014
010030113004019	010030113004047	010030113004023	010030113004018	010030113004044
010030113004024	010030113003003	010030113004049	010030113004026	010030113004051
010030113004028	010030113004016	010030113004022	010030113004039	010030113004046

VOTING PRECINCT 51
Voting Place: Ono Island, The Harriett Cockrell Center

Voting Precinct #51 is defined by the following GEOID Blocks:

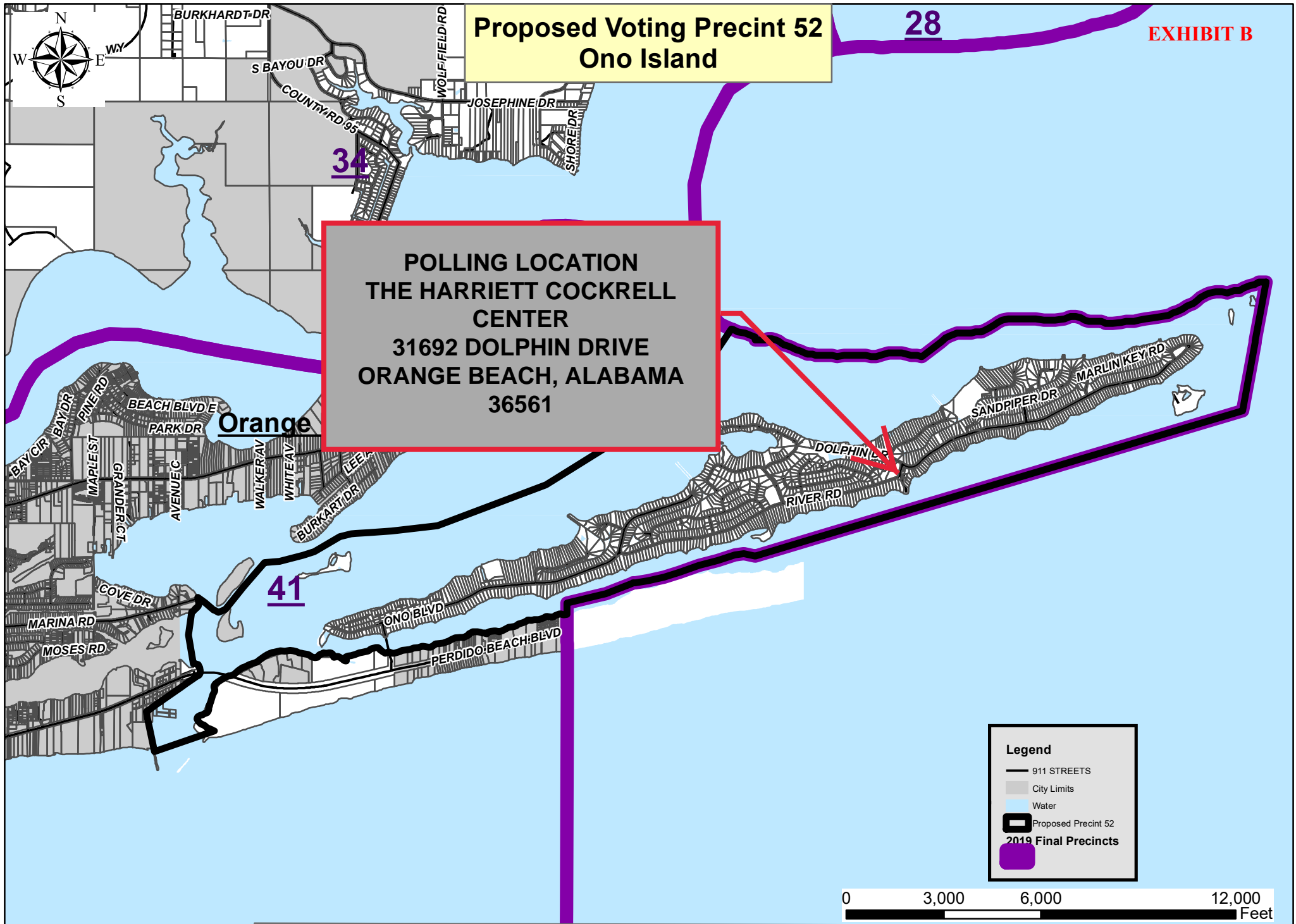
010030114052000	010030114052011	010030114052026	010030114052037	010030114052048
010030114052001	010030114052012	010030114052027	010030114052038	010030114052049
010030114052002	010030114052013	010030114052028	010030114052039	010030114052050
010030114052003	010030114052018	010030114052029	010030114052040	010030114052105
010030114052004	010030114052019	010030114052030	010030114052041	010030114052106
010030114052005	010030114052020	010030114052031	010030114052042	010030114052107
010030114052006	010030114052021	010030114052032	010030114052043	010030114052108
010030114052007	010030114052022	010030114052033	010030114052044	010030114052109
010030114052008	010030114052023	010030114052034	010030114052045	
010030114052009	010030114052024	010030114052035	010030114052046	
010030114052010	010030114052025	010030114052036	010030114052047	

Precinct 49 Polling Place

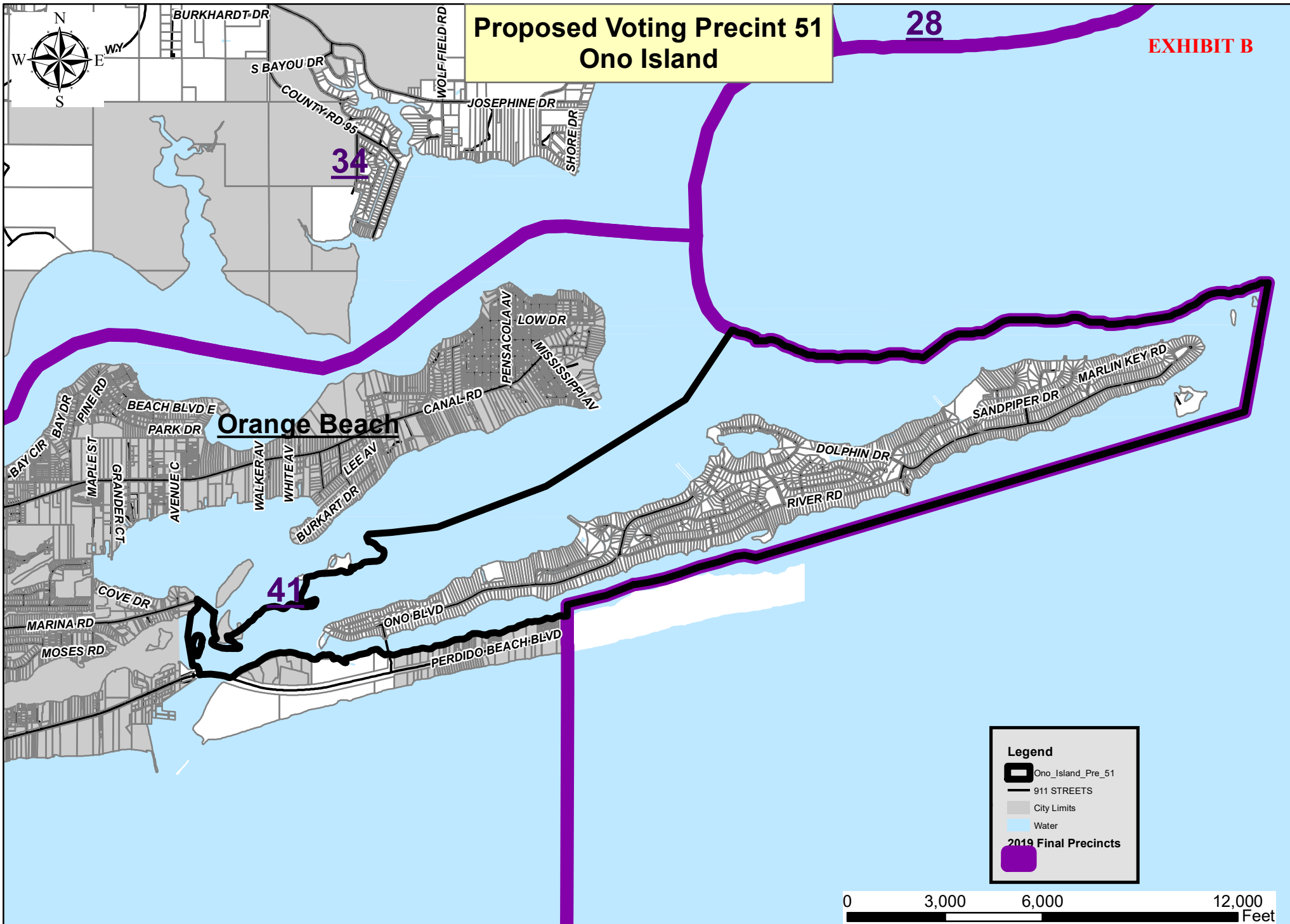


Proposed Voting Precint 52
Ono Island

POLLING LOCATION
THE HARRIETT COCKRELL
CENTER
31692 DOLPHIN DRIVE
ORANGE BEACH, ALABAMA
36561



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Voting Precinct No. 49

Location: Homestead Village - Fairhope

Contact Person: Kim Neal

Telephone Number(s): 251-929-0250

WATER

☒ YES

NO

POWER

☒ YES

NO

RESTROOMS

☒ YES

NO

A/C

☒ YES

NO

HEAT

☒ YES

NO

PROFESSIONAL CLEANING SERVICES NECESSARY

YES

NO

HANDICAP ACCESSIBILITY (Attach ADA Checklist)

☒ YES

NO

PARKING

☒ YES

NO

MISCELLANEOUS/NOTES

parking will be restipped in a couple weeks

Precinct Inspected by: Viola Smith Date: 4-21-21

Part 3 : Polling Place Accessibility Checklist

Ward: _____ Precinct: 49 Staff: _____ Date: _____ Time: _____

Address: 924 Plantation Blvd
Fairhope, AL Location name: Homestead Village

This checklist is designed to provide guidance for determining whether a polling place has basic accessibility features needed by voters with disabilities.

For each question below there are citations to the 2010 ADA Standards for Accessible Design (2010 Standards). Please review the 2010 Standards for all requirements.

There are some differences between the 1991 ADA Standards for Accessible Design (1991 Standards) and the 2010 Standards. Elements and spaces in a building constructed or altered before March 15, 2012, that complied with the 1991 Standards may remain in compliance with the 2010 Standards. See 28 C.F.R. §35.150(b)(2) for more information.

In completing the checklist, provide a measurement for every question with a "no" answer. Where a question asks about more than one element, provide a note in the comments explaining any noncompliant elements.

Status of Polling Place

☒ All Elements Compliant

☐ Non-Compliant Elements Remediable with Temporary Measures

☐ Non-Compliant Elements Not Remediable with Temporary Measures
(Relocate Polling Place)

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

A	Parking	Yes	No	N/A	Comments/ Remedies
	<p>Only complete this section if off-street parking is provided to voters. If off-street parking is not provided to voters, go to Section B.</p> <p>If more than 25 parking spaces are provided to voters, see the 2010 Standards for the number of accessible parking spaces required. (§208.2)</p>				
A1	Is there at least one designated van accessible space with signage with the International Symbol of Accessibility and designated "van accessible"? (§§208.2, 208.2.4, 502.6)	✓			
A2	<p>Are the designated van accessible spaces at least 96" wide with a 96" wide access aisle, or 132" wide with a 60" wide access aisle? (§§502.2, 502.3)</p> <p>Width of space _____</p> <p>Width of access aisle _____</p>	✓			
A3	For van accessible spaces (particularly in a garage or parking structure), is there vertical clearance of at least 98" for the vehicular route to the parking space, in the parking space and access aisle, and along the vehicular route to the exit? (§502.5)			✓	
A4	Are designated accessible parking spaces and the access aisles serving them on a level surface, with slopes not exceeding 1:48 in all directions? (Note: Curb ramps may not be part of an access aisle since they include slopes greater than 1:48.) (§502.4)	✓			
A5	Are the surfaces of the designated accessible parking spaces and access aisles stable, firm, and slip resistant? (§§502.4, 302.1)	✓			
A6	Are the designated accessible parking spaces located on the shortest accessible route to the accessible entrance? (§208.3.1)	✓			

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

B	Passenger Drop-Off Area	Yes	No	N/A	Comments/ Remedies
	Only complete this section if a passenger drop-off area is provided for voters. If a drop-off area is not provided to voters, go to Section C.				
B1	Is the vehicle pull-up space on a level surface, with slopes not exceeding 1:48 in all directions? (§503.4)	✓			
B2	Is the access aisle next to the vehicle pull-up space on a level surface, with a slope not exceeding 1:48 in all directions? (§503.4)	✓			
B3	Is there vertical clearance of at least 114" (9 feet 6 inches) from the site entrance to the vehicle pull-up area, in the access aisle, and along the vehicular route to the exit? (§503.5)	✓			
B4	Is a curb ramp provided if a curb separates the access aisle from the accessible route to the accessible entrance? (§§206.2.1, 503.3)			✓	
B5	Is the width of the curb ramp surface at least 36" (not counting the side flares)? (§405.5)			✓	
B6	Does an accessible route connect the access aisle and curb ramp to the accessible entrance of the polling place? (§206.2)	✓			

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

C	Exterior Route to Accessible Entrance	Yes	No	N/A	Comments/ Remedies
	<p>Complete a separate Exterior Route form, when applicable, for the routes from 1) parking, 2) passenger drop-off areas, 3) public sidewalks and 4) public transportation stops.</p> <p>Exterior route location: _____</p>				
C1	Is the route at least 36" wide? (§403.5.1)	✓			
C2	Is the route free of abrupt changes in level greater than ½", including stairs? (§303)	✓			
C3	Is the route free of surface openings greater than ½", such as grates or holes in the pavement? (§302.3)	✓			
C4	Are walking surfaces stable, firm, and slip resistant? (§302.1)	✓			
C5	Is the route free of wall mounted objects that protrude more than 4" into the path of travel and are between 27" and 80" high? (§307.2)	✓			
C6	Is the route free of post mounted objects that protrude more than 12" into the path of travel and are between 27" and 80" high? (§307.3)	✓			
C7	Are objects that hang over the pedestrian route 80" or higher, including the underside of exterior stairs? (§307.4)	✓			
C8	Is the cross slope of the accessible route no greater than 1:48? (§§403.3, 405.3)			✓	
C9	If the route crosses a curb, is there a curb ramp that is at least 36" wide with a slope no more than 1:12? (§§303.4, 405.2, 405.5, 406.1)			✓	
C10	Is the running slope of part of the route greater than 1:20? If yes, go to Section G. (§402.2)		✓		
C11	Is the cross slope of the accessible route no greater than 1:48? (§§403.3, 405.3)		✓		

Ward: _____ Precinct: _____ Staff: _____ Date: _____ Time: _____

Address: _____ Location name: _____

D	Polling Place Entrances	Yes	No	N/A	Comments/ Remedies
D1	Is the clear width of the door opening (one door or one active leaf of a double door) at least 32"? (§404.2.3)	✓			
D2	Is each door hardware useable with one hand without tight grasping, pinching, or twisting of the wrist? (§§309.4, 404.2.7)	✓			
D3	On the pull side of the door, is there at least 18" of clearance provided to the side of the latch? (§404.2.4)	✓			
D4	Is the area in front of the door level, with slopes no greater than 1:48 in all directions? (§§404.2.4.4, 405.7.1)	✓			
D5	If there are doors in a series, is the distance between the two hinged doors at least 48" plus the width of the door swinging into the space? (§404.2.6)			✓	
D6	Can the second door (interior door) in the series be opened with no more than 5 pounds of force? (§309.4)				
D7	Does the second door (interior door) in the series comply with D2, D3, and D4, above?				
D8	Are door thresholds no higher than 1/2"? (Note: If the threshold is between 1/4" and 1/2" it must be beveled.) (§404.2.5)	✓			
D9	Do inaccessible entrances have signage directing voters to the accessible entrance? (§216.6)			✓	all accessible
D10	If voters are directed to an alternative accessible entrance, is this entrance kept unlocked during voting hours? (28 C.F.R. §§35.130, 35.133)			✓	

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

E	Route from Entrance Into Voting Area	Yes	No	N/A	Comments/ Remedies
E1	Is the route at least 36" wide? (§403.5.1)	✓			
E2	Is the route free of wall mounted objects that protrude more than 4" into the path of travel and are between 27" and 80" high? (§307.2)	✓			
E3	Is the route free of post mounted objects that protrude more than 12" into the path of travel and are between 27" and 80" high? (§307.3)	✓			
E4	Are objects that hang over the route 80" or higher, including the underside of stairs? (§307.4)			✓	
E5	Is the route free of abrupt changes in level greater than ½", including stairs? (§303)	✓			
E6	Is the running slope of part of the route greater than 1:20? If yes, go to Section G. (§303.4)			✓	
E7	If the route to the voting area has stairs, is a platform lift or elevator provided? If yes, go to Section H (lifts) or Section I (elevators). (§402.2)			✓	
E8	If doors are provided along the route to the voting area, is the clear width of each door opening (one door or one active leaf of a double door) at least 32"? (§404.2.3)			✓	
E9	Is each door hardware useable with one hand without tight grasping, pinching, or twisting of the wrist? (§§309.4, 404.2.7)	✓	✗		
E10	Can each door be opened with no more than 5 pounds of force? (§309.4)	✓			
E11	Is the threshold at each door no higher than ½"? (Note: If the threshold is between ¼" and ½" it must be beveled.) (§404.2.5)	✓			
E12	On the pull side of each door, is there at least 18" of clearance provided to the side of the latch? (§404.2.4)	✓			
E13	Is the area in front of each door level, with slopes no greater than 1:48 in all directions? (§§404.2.4.4, 405.7.1)	✓			

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

F	Within the Voting Area	Yes	No	N/A	Comments/ Remedies
F1	Are floor surfaces stable, firm, and slip resistant? (§302.1)	✓			
F2	Is the route free of wall mounted objects that protrude more than 4" into the path of travel and are between 27" and 80" high? (§307.2)	✓			
F3	Is the route free of post mounted objects that protrude more than 12" into the path of travel and are between 27" and 80" high? (§307.3)	✓			
F4	Are objects that hang over the route 80" or higher, including the underside of stairs? (§307.4)	✓			
F5	Is there enough room to provide a route at least 36" wide to the registration table and voting stations? (§403.5.1)	✓			
F6	Is there enough room to provide a turning space in front of at least one voting station, such as a circle that is at least 60" in diameter? (§304.3)	✓			
F7	Is there enough room to provide a turning space in front of at least one accessible voting machine, such as a circle that is at least 60" in diameter? (§304.3)	✓			

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

G	Ramps	Yes	No	N/A	Comments/ Remedies
	<p>Complete a separate ramp form for each ramp, whether exterior or interior.</p> <p>Ramp location: _____</p>			✓	
G1	Is the running slope of the ramp no greater than 1:12? (§405.2)				
G2	Is the cross slope of the ramp 1:48 or less? (§405.3)				
G3	Is the rise (height) for any ramp run 30" or less? (§405.6)				
G4	Is the ramp, measured between handrails, at least 36" wide? (§405.5)				
G5	Does the ramp have a level landing that is at least 60" long, at the top and bottom of each ramp section? (§405.7)				
G6	For every 30" of rise, is a level landing at least 60" long provided? (§§405.6, 405.7)				
G7	Is a level landing, at least 60" by 60" provided where the ramp changes direction? (§405.7.4)				
G8	If the rise of the ramp is greater than 6", are handrails provided that are between 34" and 38" above the ramp surface? (§§405.8, 505.4)				
G9	If the rise of the ramp is greater than 6" and the ramp or landing has a vertical drop-off on either side of the ramp, is edge protection provided? (§405.9)				

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

H	Lifts	Yes	No	N/A	Comments/ Remedies
H1	Is the lift operational at the time of the survey? (28 C.F.R. §§35.130, 35.133)			✓	
H2	Is the lift independently operable, or can it be made so during Election Day? (§410.1)			✓	
H3	Is there 30" by 48" of clear floor space within the lift? (§§410.3, 305.3)			✓	
H4	Are the controls for the lift no higher than 48"? (§§410.5, 309.3, 308)			✓	
H5	Are the controls useable with one hand without tight grasping, pinching or twisting? (§§410.5, 309.4)			✓	
H6	Is the clear width of the door opening/gate opening at the end of the lift at least 32"? If a side door/gate is provided, is the clear opening width at least 42"? (§410.6)			✓	

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

I	Elevators	Yes	No	N/A	Comments/ Remedies
I1	Is the elevator car door opening at least 36" wide? (§407.3.6, Table 407.4.1)			✓	
I2	Is there space to maneuver within the elevator car, e.g., 51" deep and 68" wide; OR 80" deep and 54" wide; OR 60" deep and 60" wide? (§407.4.1)			✓	
I3	Are hallway elevator call buttons 48" high or lower? (§§407.2.1.1, 308.2, 308.3)			✓	
I4	Are elevator car controls 48" high or lower? (§§407.4.6.1, 308.2, 308.3)			✓	
I5	Does the elevator have visible and audible signals in the hallway to indicate the arrival and direction of the elevator car? (§407.2.2.1)			✓	
I6	Does the elevator have visible and audible signals within the elevator car to indicate the position of the car? (§407.4.8)			✓	

















Ballroom





Voting Precinct No. 52 51 ^{6/18/21} _{AKS}

Location: Ono Island - Orange Beach

Contact Person: Shanon

Telephone Number(s): _____

WATER

☒ YES

☐ NO

POWER

☒ YES

☐ NO

RESTROOMS

☒ YES

☐ NO

A/C

☒ YES

☐ NO

HEAT

☒ YES

☐ NO

PROFESSIONAL CLEANING SERVICES NECESSARY

☐ YES

☒ NO

HANDICAP ACCESSIBILITY (Attach ADA Checklist)

☒ YES

☐ NO

PARKING

☒ YES

☐ NO

MISCELLANEOUS/NOTES

Precinct Inspected by: [Signature]

Date: 6-17-21



Americans with Disabilities Act

ADA CHECKLIST FOR POLLING PLACES



June 2016

Part 3 : Polling Place Accessibility Checklist

Ward: _____ Precinct: 52 Staff: _____ Date: 7/17/21 Time: _____

Address: 31692 Dolphin Dr. Location name: _____
Orange Beach

This checklist is designed to provide guidance for determining whether a polling place has basic accessibility features needed by voters with disabilities.

For each question below there are citations to the 2010 ADA Standards for Accessible Design (2010 Standards). Please review the 2010 Standards for all requirements.

There are some differences between the 1991 ADA Standards for Accessible Design (1991 Standards) and the 2010 Standards. Elements and spaces in a building constructed or altered before March 15, 2012, that complied with the 1991 Standards may remain in compliance with the 2010 Standards. See 28 C.F.R. §35.150(b)(2) for more information.

In completing the checklist, provide a measurement for every question with a "no" answer. Where a question asks about more than one element, provide a note in the comments explaining any noncompliant elements.

Status of Polling Place

☒ All Elements Compliant

☐ Non-Compliant Elements Remediable with Temporary Measures

☐ Non-Compliant Elements Not Remediable with Temporary Measures
(Relocate Polling Place)

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

A	Parking	Yes	No	N/A	Comments/ Remedies
	<p>Only complete this section if off-street parking is provided to voters. If off-street parking is not provided to voters, go to Section B.</p> <p>If more than 25 parking spaces are provided to voters, see the 2010 Standards for the number of accessible parking spaces required. (§208.2)</p>				
A1	Is there at least one designated van accessible space with signage with the International Symbol of Accessibility and designated "van accessible"? (§§208.2, 208.2.4, 502.6)		✓		need a sign to designate
A2	Are the designated van accessible spaces at least 96" wide with a 96" wide access aisle, or 132" wide with a 60" wide access aisle? (§§502.2, 502.3) Width of space _____ Width of access aisle _____	✓			
A3	For van accessible spaces (particularly in a garage or parking structure), is there vertical clearance of at least 98" for the vehicular route to the parking space, in the parking space and access aisle, and along the vehicular route to the exit? (§502.5)	✓			
A4	Are designated accessible parking spaces and the access aisles serving them on a level surface, with slopes not exceeding 1:48 in all directions? (Note: Curb ramps may not be part of an access aisle since they include slopes greater than 1:48.) (§502.4)	✓			
A5	Are the surfaces of the designated accessible parking spaces and access aisles stable, firm, and slip resistant? (§§502.4, 302.1)	✓			
A6	Are the designated accessible parking spaces located on the shortest accessible route to the accessible entrance? (§208.3.1)	✓			

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

B	Passenger Drop-Off Area	Yes	No	N/A	Comments/ Remedies
	Only complete this section if a passenger drop-off area is provided for voters. If a drop-off area is not provided to voters, go to Section C.				
B1	Is the vehicle pull-up space on a level surface, with slopes not exceeding 1:48 in all directions? (§503.4)	/			
B2	Is the access aisle next to the vehicle pull-up space on a level surface, with a slope not exceeding 1:48 in all directions? (§503.4)	/			
B3	Is there vertical clearance of at least 114" (9 feet 6 inches) from the site entrance to the vehicle pull-up area, in the access aisle, and along the vehicular route to the exit? (§503.5)	/			
B4	Is a curb ramp provided if a curb separates the access aisle from the accessible route to the accessible entrance? (§§206.2.1, 503.3)			/	
B5	Is the width of the curb ramp surface at least 36" (not counting the side flares)? (§405.5)			/	
B6	Does an accessible route connect the access aisle and curb ramp to the accessible entrance of the polling place? (§206.2)			/	

Ward: _____ Precinct: _____ Staff: _____ Date: _____ Time: _____

Address: _____ Location name: _____

C	Exterior Route to Accessible Entrance	Yes	No	N/A	Comments/ Remedies
	<p>Complete a separate Exterior Route form, when applicable, for the routes from 1) parking, 2) passenger drop-off areas, 3) public sidewalks and 4) public transportation stops.</p> <p>Exterior route location: _____</p>				
C1	Is the route at least 36" wide? (§403.5.1)	✓			
C2	Is the route free of abrupt changes in level greater than ½", including stairs? (§303)	✓			
C3	Is the route free of surface openings greater than ½", such as grates or holes in the pavement? (§302.3)	✓			
C4	Are walking surfaces stable, firm, and slip resistant? (§302.1)	✓			
C5	Is the route free of wall mounted objects that protrude more than 4" into the path of travel and are between 27" and 80" high? (§307.2)	✓			
C6	Is the route free of post mounted objects that protrude more than 12" into the path of travel and are between 27" and 80" high? (§307.3)	✓			
C7	Are objects that hang over the pedestrian route 80" or higher, including the underside of exterior stairs? (§307.4)	✓			
C8	Is the cross slope of the accessible route no greater than 1:48? (§§403.3, 405.3)	✓			
C9	If the route crosses a curb, is there a curb ramp that is at least 36" wide with a slope no more than 1:12? (§§303.4, 405.2, 405.5, 406.1)			✓	
C10	Is the running slope of part of the route greater than 1:20? If yes, go to Section G. (§402.2)	✓			
C11	Is the cross slope of the accessible route no greater than 1:48? (§§403.3, 405.3)	✓			

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

D	Polling Place Entrances	Yes	No	N/A	Comments/ Remedies
D1	Is the clear width of the door opening (one door or one active leaf of a double door) at least 32"? (§404.2.3)	✓			
D2	Is each door hardware useable with one hand without tight grasping, pinching, or twisting of the wrist? (§§309.4, 404.2.7)	✓			
D3	On the pull side of the door, is there at least 18" of clearance provided to the side of the latch? (§404.2.4)	✓			
D4	Is the area in front of the door level, with slopes no greater than 1:48 in all directions? (§§404.2.4.4, 405.7.1)	✓			
D5	If there are doors in a series, is the distance between the two hinged doors at least 48" plus the width of the door swinging into the space? (§404.2.6)			✓	
D6	Can the second door (interior door) in the series be opened with no more than 5 pounds of force? (§309.4)			✓	
D7	Does the second door (interior door) in the series comply with D2, D3, and D4, above?			✓	
D8	Are door thresholds no higher than ½"? (Note: If the threshold is between ¼" and ½" it must be beveled.) (§404.2.5)	✓			
D9	Do inaccessible entrances have signage directing voters to the accessible entrance? (§216.6)	✓			
D10	If voters are directed to an alternative accessible entrance, is this entrance kept unlocked during voting hours? (28 C.F.R. §§35.130, 35.133)	✓			

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

E	Route from Entrance Into Voting Area	Yes	No	N/A	Comments/ Remedies
E1	Is the route at least 36" wide? (§403.5.1)	/			
E2	Is the route free of wall mounted objects that protrude more than 4" into the path of travel and are between 27" and 80" high? (§307.2)	/			
E3	Is the route free of post mounted objects that protrude more than 12" into the path of travel and are between 27" and 80" high? (§307.3)	/			
E4	Are objects that hang over the route 80" or higher, including the underside of stairs? (§307.4)	/			
E5	Is the route free of abrupt changes in level greater than 1/2", including stairs? (§303)	/			
E6	Is the running slope of part of the route greater than 1:20? If yes, go to Section G. (§303.4)		/		
E7	If the route to the voting area has stairs, is a platform lift or elevator provided? If yes, go to Section H (lifts) or Section I (elevators). (§402.2)			/	
E8	If doors are provided along the route to the voting area, is the clear width of each door opening (one door or one active leaf of a double door) at least 32"? (§404.2.3)	/			
E9	Is each door hardware useable with one hand without tight grasping, pinching, or twisting of the wrist? (§§309.4, 404.2.7)	/			
E10	Can each door be opened with no more than 5 pounds of force? (§309.4)	/			
E11	Is the threshold at each door no higher than 1/2"? (Note: If the threshold is between 1/4" and 1/2" it must be beveled.) (§404.2.5)	/			
E12	On the pull side of each door, is there at least 18" of clearance provided to the side of the latch? (§404.2.4)	/			
E13	Is the area in front of each door level, with slopes no greater than 1:48 in all directions? (§§404.2.4.4, 405.7.1)	/			

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

F	Within the Voting Area	Yes	No	N/A	Comments/ Remedies
F1	Are floor surfaces stable, firm, and slip resistant? (§302.1)	✓			
F2	Is the route free of wall mounted objects that protrude more than 4" into the path of travel and are between 27" and 80" high? (§307.2)	✓			
F3	Is the route free of post mounted objects that protrude more than 12" into the path of travel and are between 27" and 80" high? (§307.3)	✓			
F4	Are objects that hang over the route 80" or higher, including the underside of stairs? (§307.4)	✓			
F5	Is there enough room to provide a route at least 36" wide to the registration table and voting stations? (§403.5.1)	✓			
F6	Is there enough room to provide a turning space in front of at least one voting station, such as a circle that is at least 60" in diameter? (§304.3)	✓			
F7	Is there enough room to provide a turning space in front of at least one accessible voting machine, such as a circle that is at least 60" in diameter? (§304.3)	✓			

Ward: _____ Precinct: _____ Staff: _____ Date: _____ Time: _____

Address: _____ Location name: _____

G	Ramps Complete a separate ramp form for each ramp, whether exterior or interior. Ramp location: _____	Yes	No	N/A	Comments/ Remedies
G1	Is the running slope of the ramp no greater than 1:12? (§405.2)				
G2	Is the cross slope of the ramp 1:48 or less? (§405.3)				
G3	Is the rise (height) for any ramp run 30" or less? (§405.6)				
G4	Is the ramp, measured between handrails, at least 36" wide? (§405.5)				
G5	Does the ramp have a level landing that is at least 60" long, at the top and bottom of each ramp section? (§405.7)				
G6	For every 30" of rise, is a level landing at least 60" long provided? (§§405.6, 405.7)				
G7	Is a level landing, at least 60" by 60" provided where the ramp changes direction? (§405.7.4)				
G8	If the rise of the ramp is greater than 6", are handrails provided that are between 34" and 38" above the ramp surface? (§§405.8, 505.4)				
G9	If the rise of the ramp is greater than 6" and the ramp or landing has a vertical drop-off on either side of the ramp, is edge protection provided? (§405.9)				

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

H	Lifts	Yes	No	N/A	Comments/ Remedies
H1	Is the lift operational at the time of the survey? (28 C.F.R. §§35.130, 35.133)				
H2	Is the lift independently operable, or can it be made so during Election Day? (§410.1)				
H3	Is there 30" by 48" of clear floor space within the lift? (§§410.3, 305.3)				
H4	Are the controls for the lift no higher than 48"? (§§410.5, 309.3, 308)				
H5	Are the controls useable with one hand without tight grasping, pinching or twisting? (§§410.5, 309.4)				
H6	Is the clear width of the door opening/gate opening at the end of the lift at least 32"? If a side door/gate is provided, is the clear opening width at least 42"? (§410.6)				

Ward:_____ Precinct:_____ Staff:_____ Date:_____ Time:_____

Address:_____ Location name:_____

I	Elevators	Yes	No	N/A	Comments/ Remedies
I1	Is the elevator car door opening at least 36" wide? (§407.3.6, Table 407.4.1)				
I2	Is there space to maneuver within the elevator car, e.g., 51" deep and 68" wide; OR 80" deep and 54" wide; OR 60" deep and 60" wide? (§407.4.1)				
I3	Are hallway elevator call buttons 48" high or lower? (§§407.2.1.1, 308.2, 308.3)				
I4	Are elevator car controls 48" high or lower? (§§407.4.6.1, 308.2, 308.3)				
I5	Does the elevator have visible and audible signals in the hallway to indicate the arrival and direction of the elevator car? (§407.2.2.1)				
I6	Does the elevator have visible and audible signals within the elevator car to indicate the position of the car? (§407.4.8)				





HOMEOWNER'S
AND
GUEST
ONLY

Don't touch your
face or hands. Use hand sanitizer
or soap and water.

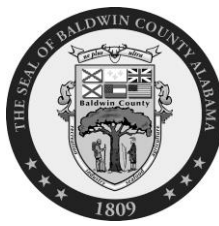
Don't touch your face or hands. Use hand sanitizer or soap and water.











BALDWIN COUNTY COMMISSION

NOTICE

CHANGES TO BALDWIN COUNTY VOTING PRECINCTS

In accordance with applicable Alabama Law, please be informed that the Baldwin County Commission, during its July 20, 2021, regular meeting, adopted Resolution #2021-072 which approved various changes in Baldwin County Voting Precincts, as follows:

1) DIVISION OF EXISTING VOTING PRECINCTS TO CREATE AN ADDITIONAL, NEW VOTING PRECINCT AND DESIGNATION OF VOTING LOCATION FOR THE NEWLY CREATED VOTING PRECINCT

Authorize the division of Baldwin County Voting Precinct No. 41 (Orange Beach), said division creating a new Baldwin County Voting Precinct No. 51 (Ono Island) and designating The Harriett Cockrell Center, located at 31692 Dolphin Drive, Orange Beach, Alabama, as the Voting Place for said new Voting Precinct No. 51.

[Current Precinct No. 41 will be split by separating Ono Island from the precinct with the Ono Island portion being designated as a new Precinct No. 51 and the rest of the precinct remaining as Precinct No. 41. The Orange Beach Community Center will remain as the polling place for Precinct No. 41.]

2) RELOCATION OF VOTING PLACES

Relocate the Voting Place for Baldwin County Voting Precinct No. 49 (Fairhope East) from the Fairhope Avenue Baptist Church to the Homestead Village of Fairhope (Ballroom), located at 924 Plantation Boulevard, Fairhope, Alabama.

New voting cards will be mailed to the affected registered voters of the voting precinct listed above.

A copy of Resolution #2021-072 is available for inspection on the county website at www.baldwincountyal.gov and in the County Commission Offices.

Should you have any questions, please contact Baldwin County Administrator, Wayne Dyess, at (251) 580-2550 or wayne.dyess@baldwincountyal.gov



Baldwin County Commission

Agenda Action Form

File #: 21-0689, **Version:** 1

Item #: BA6

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

E-911 Address Changes for Magnolia Landfill and MacBride Landfill

STAFF RECOMMENDATION

Take the following actions:

1) Acknowledge and make part of the record the following address changes and new address designations, effective September 1, 2021, for the County-owned Magnolia Landfill property as designated/recommended by Baldwin County Emergency Communication District E-911 Addressing:

- a) Road leading to Magnolia Landfill off County Road 49 to be renamed as Landfill Drive.
- b) Road around Magnolia Landfill to be renamed as Landfill Loop.
- c) Bldg. 1 - Administration Building, 15093 Landfill Drive, Summerdale, Alabama 36580 (also to be used as mailing address for solid waste billing)
- d) Bldg. 2 - Maintenance Shop, 15152 Landfill Drive, Summerdale, Alabama 36580
- e) Bldg. 3 - Wash Bay, 15118 Landfill Drive, Summerdale, Alabama 36580
- f) Bldg. 4 - Residential Garbage Collection, 15186 Landfill Drive, Summerdale, Alabama 36580
- g) Bldg. 5 - Scale House, 15297 Landfill Drive, Summerdale, Alabama 36580
- h) Bldg. 6 - Recycle Building, 15609 Landfill Loop, Summerdale, Alabama 36580
- i) Bldg. 7 - Bio Solids Building, 15725 Landfill Loop, Summerdale, Alabama 36580

2) Acknowledge and make part of the record the following address changes and new address designations, effective September 1, 2021, for the County-owned MacBride Landfill property as

designated/recommended by Baldwin County Emergency Communication District E-911 Addressing:

- a) Road to MacBride Landfill off County Road 64 to be renamed as McBride Road
- b) Bldg. 1 - Office/Warehouse Building, 26945 McBride Road, Loxley, Alabama 36551
- c) Bldg. 2 - Scale House, 26941 McBride Road, Loxley, Alabama 36551 (also to be used as physical and mailing address for MacBride Landfill)

BACKGROUND INFORMATION

Previous Commission action/date: 03/16/2021 - Action taken by BCC on E-911 address changes for Byrnes Lake Park and Animal Shelter properties and discussion on address changes for Magnolia Landfill postponed until May 2021.

Background: This item was discussed during the March 15, 2021, work session and at that time the staff recommendation #3 pertaining to the address changes for the Magnolia Landfill were removed and any action postponed to May 2021.

The current address for the Magnolia Landfill is 15140 County Road 49 which is used as the physical location as well as the mailing address for solid waste billing. Many of the buildings at the landfill do not have a designated E-911 address and it is the recommendation of E-911 that all buildings at the landfill are designated with an address for emergency purposes. E-911 has proposed addresses for each building at the landfill which are listed in the staff recommendation. Terri Graham, Development and Environmental Director, requests these changes not be effective until September 1, 2021, to allow time for proper notification of billing address changes.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Staff and Solid Waste Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Solid Waste Department - Address changes implementation in coordination with E-911.

Admin - Correspondence to:

Mr. Joby Smith, Director
Baldwin County Emergency Communication District (E-911)
Post Office Box 924
Robertsdale, Alabama 36567

cc: Scott Warner, E-911 GIS/Addressing Manager (via email only) - swarner@baldwin911.org

Wayne Dyess
Ron Cink
Shannon Spivey
Brian Peacock
Teddy Faust, Revenue Commissioner
Cian Harrison
Amanda Cunningham
Sheriff Huey Hoss Mack
Chief Deputy Anthony Lowery
Eddie Harper
Terri Graham
Allison Owens
Frank Lundy
Joey Nunnally
Matthew Brown
Celena Boykin
Kelly Childress

Additional instructions/notes: N/A

Anu Gary

Subject: FW: Address Correction for County Owned Property

From: Scott Warner <swarner@baldwin911.org>

Sent: Tuesday, March 2, 2021 4:45 PM

To: Anu Gary <AGary@baldwincountyal.gov>; Shannon L. Spivey <SSPIVEY@baldwincountyal.gov>

Cc: Eddie Harper <Eddie.Harper@baldwincountyal.gov>; Wanda Gautney <wgautney@baldwincountyal.gov>; Joby Smith <JSmith@baldwin911.org>

Subject: RE: Address Correction for County Owned Property

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

Anu,

Thanks for taking a minute to talk over the phone.

These are what we recently discovered that needed correcting and were wanting to get input from the County as to how they would like for us to correct it. We discovered this problem during an accidental 9-1-1 call by a county employee at the Animal Shelter. We were unable to locate the 9-1-1 caller because the address we showed didn't match the phone database, nor did it match our GIS map, so when we went to correct it and it lead into several problems going through the entire solid waste site off of County Rd 49. I believe from how I understand it the entry into the site has changed over the years.

The Animal Shelter is straight forward and needs to be changed to **15240 County Rd 49 Summerdale, AL 36580** changing it from 15140 County Rd 49 that was originally assigned. Apparently however they are using 15050 County Rd 49 after speaking to an employee out there hence the confusion during recent 9-1-1 call.

The Magnolia Landfill there are options for the County to consider as it's a bit more complicated as we show 15050 was assigned but they are using 15140.

We do not show an address on the Admin building what-so-ever so we'd like to correct this asap. I would recommend addressing any building that contains an office or where employees may be working incase they have an accident and call 9-1-1. Trent with CIS will also need to update address information in the County phone call management system too and I've had light discussions with him in the past about this site. The USPS gives you 12-18 months to change all the mailing over so there is no worry about package deliveries as you will continue to receive mail at the old address for up to a year or so. We also can send a letter to USPS for you to make them aware after we decided how to fix.

Option #1 we could give the Admin building a lower number such as 14956 County Rd 49 S Building 1 Summerdale, AL 36580 and then number all the other necessary Buildings 1, 2, 3,4 etc . The 15140 put's it up the road further around the bend to the north so should addresses be assigned around this drive they would all be out of sync.

Option #2 if the County would prefer they could come up with a road name for the drive and we give each building each their own address number coming off of this newly named street. The County could name the "red" road below and the "blue" loop a different name if they'd like. Road names like Magnolia are common so I would avoid this name. The County could give us a few names and we could run a check against our database for duplications and we could let you know what's available.

Either option is fine with us. (251) 752-8217 is my cell if you have questions.

Buildings of concern:

Magnolia Landfill Admin Building #1

Mechanic Shop #2

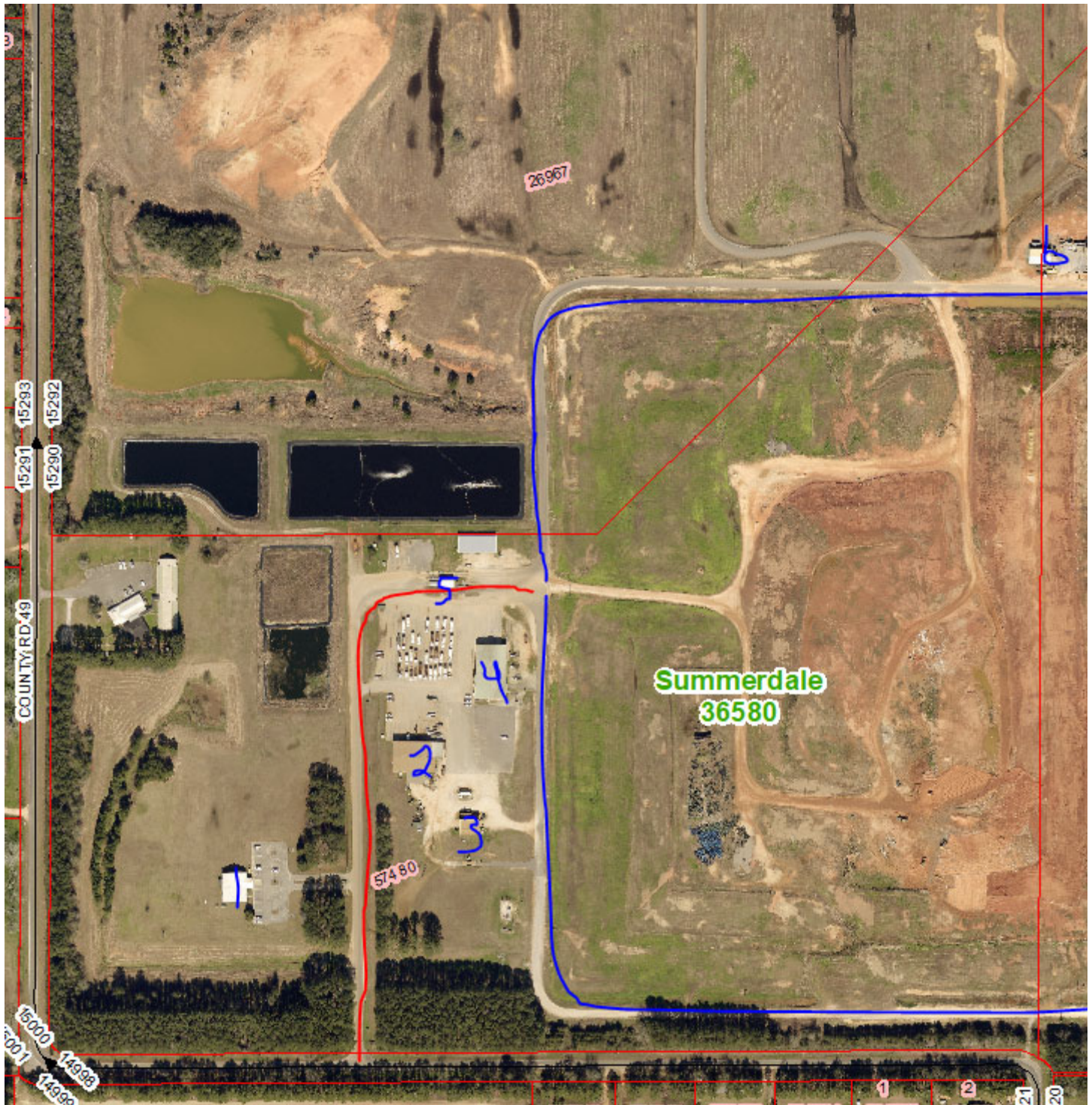
Wash Bay #3 (no address needed we don't think??)

Collections Building #4

Scales #5

Recycle Building #6

Office #7



Thank you,

Scott Warner, GISP, FPEM | GIS/Addressing Manager



Baldwin County 9-1-1

23171 McAuliffe Dr Robertsdale, AL 36567

(o) (251) 947-3911 ext. 5154 |(f) (251) 947-2740 |(m) (251) 752-8217

LAT: 30.562315 N LONG: -87.730262 W | USNG: 16RDU2996781324

///softly.caged.buffered | 862JH769+WR



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ANTHONY LOWERY

MARK D. RYAN
General Counsel

P.O. BOX 924, ROBERTSDALE, ALABAMA 36567
251-947-3911

ADDRESS CORRECTION FORM

OWNER: Baldwin County Commission

PREVIOUS ADDRESS: 14956 or 15050 County Road 49

CITY, STATE & ZIP: Summerdale, AL 36580

NEW ADDRESS: 15093 Landfill Drive

CITY, STATE & ZIP: Summerdale, AL 36580

PROPERTY TAX PARCEL NUMBER: 55-02-09-0-000-001.001

COMMENTS: Admin Building-Building #1



There has been a discrepancy found in the address that was assigned to you for the structure located on your property. Please correct the address and notify every one of the new address, including all utility departments.

If you have any questions, please feel free to contact our office at (251) 947-5911.

Notice sent by: Cindy Taylor

Date: 3/9/2021

REVIEWED
By Cindy Barber at 11:59 am, Mar 09, 2021

PAUL MUELLER
Chairman
DAVID WILSON
Vice Chairman
BILLY PAPPAS
Secretary/Treasurer

JOBY SMITH
Director



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MARK D. RYAN
General Counsel

P.O. BOX 924, ROBERTSDALE, ALABAMA 36567
251-947-3911

ADDRESS CORRECTION FORM

OWNER: Baldwin County Commission

PREVIOUS ADDRESS: 14956-B or 15050 County Road 49

CITY, STATE & ZIP: Summerdale, AL 36580

NEW ADDRESS: 15152 Landfill Drive

CITY, STATE & ZIP: Summerdale, AL 36580

PROPERTY TAX PARCEL NUMBER: 55-02-09-0-000-001.001

COMMENTS: Maintenance Shop-Building # 2



There has been a discrepancy found in the address that was assigned to you for the structure located on your property. Please correct the address and notify every one of the new address, including all utility departments.

If you have any questions, please feel free to contact our office at (251) 947-5911.

Notice sent by: Cindy Taylor

Date: 3/9/2021

REVIEWED
By Cindy Barber at 12:00 pm, Mar 09, 2021

PAUL MUELLER
Chairman
DAVID WILSON
Vice Chairman
BILLY PAPPAS
Secretary/Treasurer

JOBY SMITH
Director



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MARK D. RYAN
General Counsel

P.O. BOX 924, ROBERTSDALE, ALABAMA 36567
251-947-3911

ADDRESS CORRECTION FORM

OWNER: Baldwin County Commission

PREVIOUS ADDRESS: 14956-C or 15050 County Road 49

CITY, STATE & ZIP: Summerdale, AL 36580

NEW ADDRESS: 15118 Landfill Drive

CITY, STATE & ZIP: Summerdale, AL 36580

PROPERTY TAX PARCEL NUMBER: 55-02-09-0-000-001.001

COMMENTS: Wash Bay-Building #3



There has been a discrepancy found in the address that was assigned to you for the structure located on your property. Please correct the address and notify every one of the new address, including all utility departments.

If you have any questions, please feel free to contact our office at (251) 947-5911.

Notice sent by: Cindy Taylor

Date: 3/9/2021

REVIEWED
By Cindy Barber at 12:01 pm, Mar 09, 2021

PAUL MUELLER
Chairman
DAVID WILSON
Vice Chairman
BILLY PAPPAS
Secretary/Treasurer

JOBY SMITH
Director



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AL TOLBERT
ANTHONY LOWERY

MARK D. RYAN
General Counsel

P.O. BOX 924, ROBERTSDALE, ALABAMA 36567
251-947-3911

ADDRESS ASSIGNMENT FORM

PARCEL #: 55-02-09-0-000-001.001

PPIN: 57480

ADDRESS: 15186 Landfill Drive

CITY, STATE & ZIP CODE: Summerdale, AL 36580

COMMUNITY: Summerdale

CALLER: Anu Gary

OWNER: Baldwin County Commission

CONTACT NUMBER: 251-580-2564

COMMENTS: Residential Garbage Collection-Building #4



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MARK D. RYAN
General Counsel

P.O. BOX 924, ROBERTSDALE, ALABAMA 36567
251-947-3911

ADDRESS CORRECTION FORM

OWNER: Baldwin County Commission

PREVIOUS ADDRESS: 14956-D or 15050 County Road 49

CITY, STATE & ZIP: Summerdale, AL 36580

NEW ADDRESS: 15297 Landfill Drive

CITY, STATE & ZIP: Summerdale, AL 36580

PROPERTY TAX PARCEL NUMBER: 55-02-09-0-000-001.001

COMMENTS: Scale House-Building #5



There has been a discrepancy found in the address that was assigned to you for the structure located on your property. Please correct the address and notify every one of the new address, including all utility departments.

If you have any questions, please feel free to contact our office at (251) 947-5911.

Notice sent by: Cindy Taylor

Date: 3/9/2021

REVIEWED
By Cindy Barber at 12:01 pm, Mar 09, 2021

PAUL MUELLER
Chairman
DAVID WILSON
Vice Chairman
BILLY PAPPAS
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JOBY SMITH
Director



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MARK D. RYAN
General Counsel

P.O. BOX 924, ROBERTSDALE, ALABAMA 36567
251-947-3911

ADDRESS CORRECTION FORM

OWNER: Baldwin County Commission

PREVIOUS ADDRESS: 14956-A or 15050 County Road 49

CITY, STATE & ZIP: Summerdale, AL 36580

NEW ADDRESS: 15609 Landfill Loop

CITY, STATE & ZIP: Summerdale, AL 36580

PROPERTY TAX PARCEL NUMBER: 55-02-09-0-000-001.001

COMMENTS: Recycle Building-Building #6



There has been a discrepancy found in the address that was assigned to you for the structure located on your property. Please correct the address and notify every one of the new address, including all utility departments.

If you have any questions, please feel free to contact our office at (251) 947-5911.

Notice sent by: Cindy Taylor

Date: 3/9/2021

REVIEWED
By Cindy Barber at 12:02 pm, Mar 09, 2021

PAUL MUELLER
Chairman
DAVID WILSON
Vice Chairman
BILLY PAPPAS
Secretary/Treasurer

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MARK D. RYAN
General Counsel

P.O. BOX 924, ROBERTSDALE, ALABAMA 36567
251-947-3911

ADDRESS ASSIGNMENT FORM

PARCEL #: 55-02-10-0-000-005.001

PPIN: 74967

ADDRESS: 15725 Landfill Loop

CITY, STATE & ZIP CODE: Summerdale, AL 36580

COMMUNITY: Summerdale

CALLER: Anu Gary

OWNER: Baldwin County Commission

CONTACT NUMBER: 251-580-2564

COMMENTS: Bio Solids-Building #7



☐ HOUSE

☒ COMMERCIAL

☐ MOBILE HOME

☐ APARTMENT

☐ UTILITIES

☐ OTHER _____

Structure Numbering

- **Section 319.1 International Residential & section 501.2 International Building Codes** - Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) in height with a stroke width of not less than 0.5 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.
- **Section 304.3 International Property Maintenance Code**- Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

ASSIGNED BY: Cindy Taylor DATE: 3/9/2021

REVIEWED
By Cindy Barber at 11:43 am, Mar 09, 2021

PAUL MUELLER
Chairman
DAVID WILSON
Vice Chairman
BILLY PAPPAS
Secretary/Treasurer

JOBY SMITH
Director



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MARK D. RYAN
General Counsel

P.O. BOX 924, ROBERTSDALE, ALABAMA 36567
251-947-3911

ADDRESS VERIFICATION

OWNER: Baldwin County Commission

ADDRESS: 26941 McBride Road

CITY, STATE & ZIP: Loxley, AL 36551

PARCEL #: 42-05-16-0-000-009.000

COMMENTS: McBride Landfill-{was 14100 or 14200 County Rd 64}

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> HOUSE | <input checked="" type="checkbox"/> COMMERCIAL |
| <input type="checkbox"/> MOBILE HOME | <input type="checkbox"/> APARTMENT |
| <input type="checkbox"/> UTILITIES | <input type="checkbox"/> OTHER _____ |



Structure Numbering

- **Section 319.1 International Residential & section 501.2 International Building Codes** - Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) in height with a stroke width of not less than 0.5 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.
- **Section 304.3 International Property Maintenance Code**- Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

Notice sent by: Cindy Taylor

Date: 4/29/2021

PAUL MUELLER
Chairman
DAVID WILSON
Vice Chairman
BILLY PAPPAS
Secretary/Treasurer

JOBY SMITH
Director



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MARK D. RYAN
General Counsel

P.O. BOX 924, ROBERTSDALE, ALABAMA 36567
251-947-3911

ADDRESS ASSIGNMENT FORM

PARCEL #: 42-05-16-0-000-009.000

PPIN: 67806

ADDRESS: 26945 McBride Road

CITY, STATE & ZIP CODE: Loxley, AL 36551

COMMUNITY: Loxley

CALLER: Allison Owens

OWNER: Baldwin County Commission

CONTACT NUMBER: 251-972-6878 ext. 2783

COMMENTS: Office

☐ HOUSE

☒ COMMERCIAL

☐ MOBILE HOME

☐ APARTMENT

☐ UTILITIES

☐ OTHER _____



Structure Numbering

- **Section 319.1 International Residential & section 501.2 International Building Codes** - Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) in height with a stroke width of not less than 0.5 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.
- **Section 304.3 International Property Maintenance Code** - Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

ASSIGNED BY: Cindy Taylor DATE: 6/29/2021

REVIEWED
By Cindy Barber at 8:28 am, Jun 30, 2021



Baldwin County Commission

Agenda Action Form

File #: 21-1059, **Version:** 1

Item #: BA7

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Anu Gary, Administrative Services Manager

Submitted by: Kristen M. Rawson, Assistant Administrative Services Manager

ITEM TITLE

Correction to Minutes of the Baldwin County Commission September 20, 2019, Regular Meeting

STAFF RECOMMENDATION

Due to a scrivener's error in the minutes of the September 20, 2019, Regular meeting of the Baldwin County Commission, related to Agenda Item KA1 - Proposed Amendment to that Certain Lease Agreement Dated June 15, 2005, as Amended, between Regions Bank and Baldwin County, correct for the record the omission of the vote tally for the action taken regarding Item KA1, to reflect four "ayes" (James E. Ball, Joe Davis III, Billie Jo Underwood, and Charles F. Gruber).

BACKGROUND INFORMATION

Previous Commission action/date: September 20, 2019

Background: In researching prior actions regarding the Lease Agreement dated June 15, 2005, between Regions Bank and Baldwin County, staff discovered that due to a scrivener's error the vote tally was omitted from the motion text in the minutes of the September 20, 2019, BCC Regular meeting.

The action recommended to the Commission at this time corrects the record to accurately reflect the vote tally for Agenda Item KA1, which was unanimously approved by the Commission during the September 20, 2019, BCC Regular meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Staff

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

Administration - Make corrections to the minutes for the September 20, 2019, BCC Regular meeting.

Notate revisions as per procedure.

Additional instructions/notes: Re-save in permanent files, re-upload and publish, and update upload log.

Motion by Commissioner James E. Ball, seconded by Commissioner Joe Davis, III, to approve and authorize the Chairman to execute the Gulf of Mexico Security Act (GOMESA) Grant agreement in the amount of \$7,500,000.00 for the property acquisition of 45 acres for the Intracoastal Waterway Boat Launch project. (This agreement shall be effective upon full execution by both parties and terminate ninety (90) days after the end of the Project Period (September 30, 2020), unless extended in writing by ADCNR by amendment. Agreement terms also included in Paragraphs 7, 18 and 22 of the agreement.)

The motion passed by the following vote:

Aye: 4 - James E. Ball, Joe Davis III, BillieJo Underwood, and Charles F. Gruber
Nay: 0
Absent: 0
Abstain: 0

IA3 Animal Shelter - Personnel Changes

19-2102

Motion by Commissioner Joe Davis, III, seconded by Commissioner BillieJo Underwood, to approve the voluntary demotion of employee #187538 from the County Humane Officer position (#5351) grade EC-07 (\$45,587.54 annually) to fill the Senior Animal Control Officer position (PID #TBD) at a grade G-19 (\$20.746 per hour/ \$43,151.68 annually) to be effective September 23, 2019.

The motion passed by the following vote:

Aye: 4 - James E. Ball, Joe Davis III, BillieJo Underwood, and Charles F. Gruber
Nay: 0
Absent: 0
Abstain: 0

J ADMINISTRATIVE REPORT

K COUNTY ATTORNEY'S REPORT

KA1 Proposed Amendment to that Certain Lease Agreement Dated June 15, 2005, as Amended, Between Regions Bank and Baldwin County

19-2159

David Conner, County Attorney, said he has an item to exercise the Regions Bank option to extend its lease from September 30, 2019, to December 30, 2019. This will allow for additional time to complete the negotiations of that lease. Mr. Conner said a the lease is subject to any changes deemed necessary by the Chairman and the County Attorney.

Motion by Commissioner BillieJo Underwood, seconded by Commissioner Joe Davis, III, to

take the following actions:

- 1) Authorize the Chairman to execute any and all documents deemed necessary to amend that certain Lease Agreement dated June 15, 2005, as amended, ("Lease"), whereby Regions Bank ("Regions") as Tenant, and Baldwin County, Alabama, as Landlord and Assignee of Downtown Properties Group, LLC, agree that the time for providing notice to exercise the option referred to in Paragraph 2.2.1 of the Lease is changed from September 30, 2019, to December 30, 2019, subject to any changes deemed necessary by the Chairman and the County Attorney. All other terms of the Lease shall remain unchanged; and
- 2) The County Commission hereby authorizes staff and the County Attorney to take any and all action deemed necessary to effect such extension of time as set forth above.

The motion passed by the following vote:

Mr. Conner said Mr. Brad Hicks, Conflicts Counsel, is present today. Mr. Conner asked Mr. Hicks if there was anything he needed to cover, to which Mr. Hicks replied "no."

L ANNOUNCEMENTS

M PUBLIC COMMENTS

N PRESS QUESTIONS

Mr. Guy Busby, with Gulf Coast Newspaper, appeared before the Commission and asked what was the reason to terminate the contract with the County Attorney.

Commissioner Ball said he was going to save that for his Commissioners Comments, but at the end of the day, it is just a business decision. There was no specific reason.

O COMMISSIONER COMMENTS

Commissioner Ball thanked all of the staff involved in getting the agenda together. Baldwin County is investing in the future and if the County does not have larger budgets, then something is going on. The County is growing in an exponential rate. Commissioner Ball said he learned a phrase and shared it with Commissioner Davis. Commissioner Ball said the most dangerous phrase in the language is "We've always done it this way." Eventually, times change and the County is changing with the times. He feels some of the infrastructure improvements the County is investing in is much needed for the County and will alleviate a lot of the stress and burdens. Commissioner Ball said at the end of the day, they are all business partners and become friends. He extends his gratitude and thanks to David Conner, County Attorney, for the 10 months of service he provided. It is nothing personal, but at the end of the day, the Commissioners are running a business and must make business decisions. Commissioner Ball said he hopes their friendship can exist and remain the same.



Baldwin County Commission

Agenda Action Form

File #: 21-1064, **Version:** 1

Item #: BA8

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Anu Gary, Administrative Services Manager

Submitted by: Kristen M. Rawson, Assistant Administrative Services Manager

ITEM TITLE

Correction to Minutes of the Baldwin County Commission March 2, 2021, Regular Meeting

STAFF RECOMMENDATION

Due to a scrivener's error in the minutes of the March 2, 2021, Regular meeting of the Baldwin County Commission, related to Agenda Item HA1 - Magnolia Landfill Recycling Center - Alabama Department of Natural Resources (ADCNR) - Gulf of Mexico Energy Security Act (GOMESA) Submittal of Grant Request, correct for the record the motion approved by the Commission to read as follows:

"Approve and authorize Baldwin County Commission through its Solid Waste Department to submit a grant application to Alabama Department of Natural Resources (ADCNR) for additional for \$3,395,000.00 Gulf of Mexico Energy Security Act (GOMESA) funds allocated to Coastal Alabama.

The awarded funds would be used by the Baldwin County Commission for the construction of a Single Stream Recycling Center located adjacent to Magnolia Landfill."

BACKGROUND INFORMATION

Previous Commission action/date: July 6, 2021

Background: The staff recommendation of Agenda Item HA1 was not included in the motion approved by the Commission in the minutes of the March 2, 2021, Regular meeting.

The action recommended to the Commission at this time corrects the record to accurately reflect the action taken by the Commission during the March 2, 2021, BCC Regular meeting related to Agenda Item HA1 by including the staff recommendation in the motion approved by the Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration - Make corrections to the minutes for the March 2, 2021, BCC Regular meeting.
Notate revisions as per procedure.

Additional instructions/notes: Re-save in permanent files, re-upload and publish, and update upload log.

Mr. Brown explained that historically any type of donation is brought before the Commission for approval. Mr. Brown stated that the event is on April 10th so action could be postponed if necessary.

After Commissioner Ball asked if this item needed a vote or would it be handled through the BRATS budget, it was decided a vote would be taken.

Motion by Commissioner James E. Ball, seconded by Commissioner BillieJo Underwood, to approve the request from Historic Blakeley State Park to utilize Baldwin Regional Area Transit System (BRATS) transportation for the 2021 Living History Event Commemorating the Battle of Fort Blakeley at the Historic Blakeley State Park and authorized the expenditure of \$454.80.

The motion passed by the following vote:

Aye: 4 - James E. Ball, Joe Davis III, BillieJo Underwood, and Charles F. Gruber
Nay: 0
Absent: 0
Abstain: 0

G COMMISSIONER REQUESTS

Chairman Davis asked that everyone fill out the high speed internet survey which is on the County website so that more information is available when the Commissioners talk with legislative groups as well as potential providers.

Commissioner Gruber asked that printed survey forms, which could be filled out and dropped off at a later time, be made available at the various County offices.

H ADDENDA

Wayne Dyess, County Administrator, said there is one Addendum Item for the Magnolia Landfill Recycling Center regarding a GOMESA Grant Request.

HA1 Magnolia Landfill Recycling Center - Alabama Department of Natural Resources (ADCNR) - Gulf of Mexico Energy Security Act (GOMESA) Submittal of Grant Request

21-0575

Terri Graham, Development Environmental Director, appeared before the Commission and explained the request.

The Commissioners thanked Ms. Graham and commented on the potential grant funds to be used for recycling.

Motion by Commissioner James E. Ball, seconded by Commissioner BillieJo Underwood, to

The motion passed by the following vote:

Aye: 4 - James E. Ball, Joe Davis III, BillieJo Underwood, and Charles F. Gruber

Nay: 0

Absent: 0

Abstain: 0

I ADMINISTRATIVE REPORT

Wayne Dyess, County Administrator, said the Emergency Rental Assistance program will be moving forward with the existing contract.

J COUNTY ATTORNEY'S REPORT

Brad Hicks, County Attorney, said there are three executive session items to discuss with the Commissioners. One of the items involves an issue he may have a conflict with; conflict counsel will handle that issue.

K PUBLIC COMMENTS

L PRESS QUESTIONS

M COMMISSIONER COMMENTS

The Commissioners provided their closing comments.

Brian Peacock, CIS Director, appeared before the Commission to comment on the passing of Kenny McIlwain, who was a GIS Manager at the CIS Department and had worked for the county for nearly 18 years. Mr. Peacock shared some of his remembrances of his friendship with Mr. McIlwain, working alongside him on so many projects, and the passion for his work that Mr. McIlwain had.

Mr. Wayne Dyess, County Administrator, commented on Mr. McIlwain's passing, saying he remembered interviewing Mr. McIlwain, who first started with the County in the Planning and Zoning Department. Mr. Dyess further said Mr. McIlwain left a positive impression on everyone he met and would be missed tremendously.

N ADJOURNMENT

Brad Hicks, County Attorney, recommended the Commission adjourn into an executive session to discuss the general reputation and character, physical condition, professional competence, or mental health of individuals, or, subject to the limitations set out herein, to discuss the job performance of certain public employees; to discuss with their attorney the legal ramifications of and legal options for pending litigation, controversies not yet being litigated but imminently likely to be litigated or imminently likely to be litigated if the governmental body pursues a proposed course of action; to discuss security plans, procedures, assessments, measures or systems, or the security, safety of persons, structures, facilities, or other infrastructure; and to discuss the consideration the governmental body is willing to offer or accept when



Baldwin County Commission

Agenda Action Form

File #: 21-1073, **Version:** 1

Item #: BA9

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Michelle Howard, Commission Executive Assistant

ITEM TITLE

City of Fairhope - Annexation Notification

STAFF RECOMMENDATION

Authorize placement of the City of Fairhope's Annexation Ordinance No. 1713, an Ordinance Amending Ordinance No. 1253 known as the Zoning Ordinance, annexing property into the corporate limits of the City of Fairhope, Alabama, into the minutes of the July 20, 2021, Baldwin County Commission meeting with proper notification to the following departments/organizations:

Baldwin County Commission Departments

Baldwin County Commission
Building Inspection Department
Communications/Information Systems Department
Environmental Management/Solid Waste Department
Highway Department
Planning and Zoning Department

Elected Officials

Baldwin County Revenue Commission
Baldwin County Sheriff's Office

Other Agencies

Board of Registrars Office
Emergency 911
South Alabama Regional Planning Commission

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The City of Fairhope has submitted a copy of Ordinance No. 1713, an ordinance for annexation of certain properties into the corporate limits of the City of Fairhope, Alabama, to be made

part of the record of the Baldwin County Commission regular meeting on July 20, 2021.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration

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

The Honorable Sherry Sullivan, Mayor
City of Fairhope
Attention: Lisa Hanks, City Clerk
Post Office Drawer 429
Fairhope, Alabama 36533

Memo to various departments/organizations

Additional instructions/notes: N/A

From: Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>

Sent: Tuesday, July 6, 2021 2:25 PM

To: Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>

Subject: Amending Zoning Ordinance No. 1253 and Zoning Harris, Urbanek, and Dunnam property - Overland PUD concurrent with annexation

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

Attached please find Ordinance No. 1713 - Zoning Harris, Urbanek, and Dunnam property - Overland PUD concurrent with annexation adopted by the City Council on June 28, 2021.

Please let me know if you need anything else.

Thank you,

Lisa A. Hanks, MMC
City Clerk
City of Fairhope
P. O. Drawer 429
Fairhope, AL 36533
251-928-2136
251-990-0107 (Fax)

ORDINANCE NO. 1713

**AN ORDINANCE AMENDING ORDINANCE NO. 1253
KNOWN AS THE ZONING ORDINANCE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA as follows:

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of Roberta U. Harris; Stephen J. Urbanek, II; and Margaret U. Dunnam generally located southeast corner of the intersection of County Road 48 and Blueberry Lane, Fairhope, Alabama.

Overland PUD

PPIN # 43640

Legal Description: (Case number ZC 21.01)

COMMENCE AT A RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, AND RUN THENCE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (FAIRHOPE) ON THE SOUTH RIGHT-OF-WAY OF FAIRHOPE AVENUE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF RIVER MILL UNIT 1, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 1541-B, BALDWIN COUNTY PROBATE RECORDS, FOR THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF SAID RIVER MIL UNIT 1, A DISTANCE OF 532.55 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 00 DEGREES 22 MINUTES 09 SECONDS WEST, CONTINUING ALONG SAID WEST LINE OF RIVER MILL, A DISTANCE OF 751.65 FEET TO A CAPPED REBAR (FAIRHOPE); THENCE RUN SOUTH 89 DEGREES 43 MINUTES 52 SECONDS EAST, A DISTANCE OF 1041.41 FEET TO A CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 19 MINUTES 01 SECONDS EAST, A DISTANCE OF 1285.40 FEET TO A CAPPED REBAR (FAIRHOPE) ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF FAIRHOPE AVENUE; THENCE RUN NORTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 1040.47 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 30.70 ACRES, MORE OR LESS.

1. **That**, attached as "Exhibit A" is an approved site plan. The property must develop in substantial conformance with the approved site plan and supporting documents. Any substantial deviation from the attached site plan, as determined by the Director of Planning, will require re-approval by the Planning Commission and the City Council of the City of Fairhope, Alabama, as a PUD amendment.
2. **That**, attached as "Exhibit B" is an approved Master Development Plan (MDP). The property must develop in substantial conformance with the approved MDP. Any substantial deviation from the attached MDP, as determined by the Director of Planning, will require re-approval by the Planning Commission and the City Council of the City of Fairhope, Alabama, as a PUD amendment.

3. **That**, the following development regulations shall govern:

Overall Development:

Lots: There shall be 62 lots total.

Use: In general, the project is restricted for residential use. The uses are specifically described within the Site Plan and Master Development Plan that include:

- | | |
|----|---|
| 61 | Single Family Residential Lots |
| 1 | Multifamily Lot consisting of a maximum of 4 quadplexes |

Dimension Standards: Dimensional standards shall follow the layout on the approved site plan.

Density: 2.51 UPA.

Sidewalks and Street Trees: All sidewalks and street trees shall be installed prior to submission of Final Plat Approval, including sidewalks along Fairhope Avenue.

Drainage and Detention: Drainage and detention shall meet the Stormwater Standards in the Fairhope Subdivision Regulations.

Buffers: Buffers shall meet the applicable requirements of all City of Fairhope Regulations.

Single Family Residential Development:

Lots: There shall be 61 single family residential lots.

Use: Lots shall be single family residential.

Setbacks: Front – 25', Rear – 25', Side – 5', and Street Side – 20'.

Principle Structure Lot Coverage: Shall not exceed 45% of the total lot.

Building Height: Maximum building height shall not exceed 30'.

Lot Size: Minimum lot size shall be 6,500 square feet.

Multi-Family Residential Development:

Lots: There shall be 1 multi-family residential lot.

Use: Lot shall be multi-family residential with a maximum of 16 townhome units located in 4 quadplexes.

Setbacks: As shown on site plan.

Building Height: Maximum building height shall not exceed 35'.

The property is hereby initially zoned Planned Unit Development (PUD) concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

Ordinance No. 1713

Page -3-

Severability Clause - if any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Effective Date – This ordinance shall take effect immediately upon its due adoption and publication as required by law.

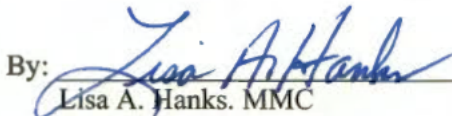
Adopted and approved this 28th day of June, 2021.

By:


Jack Burrell, Council President

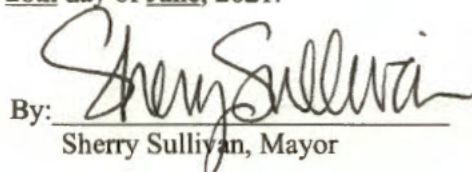
Attest:

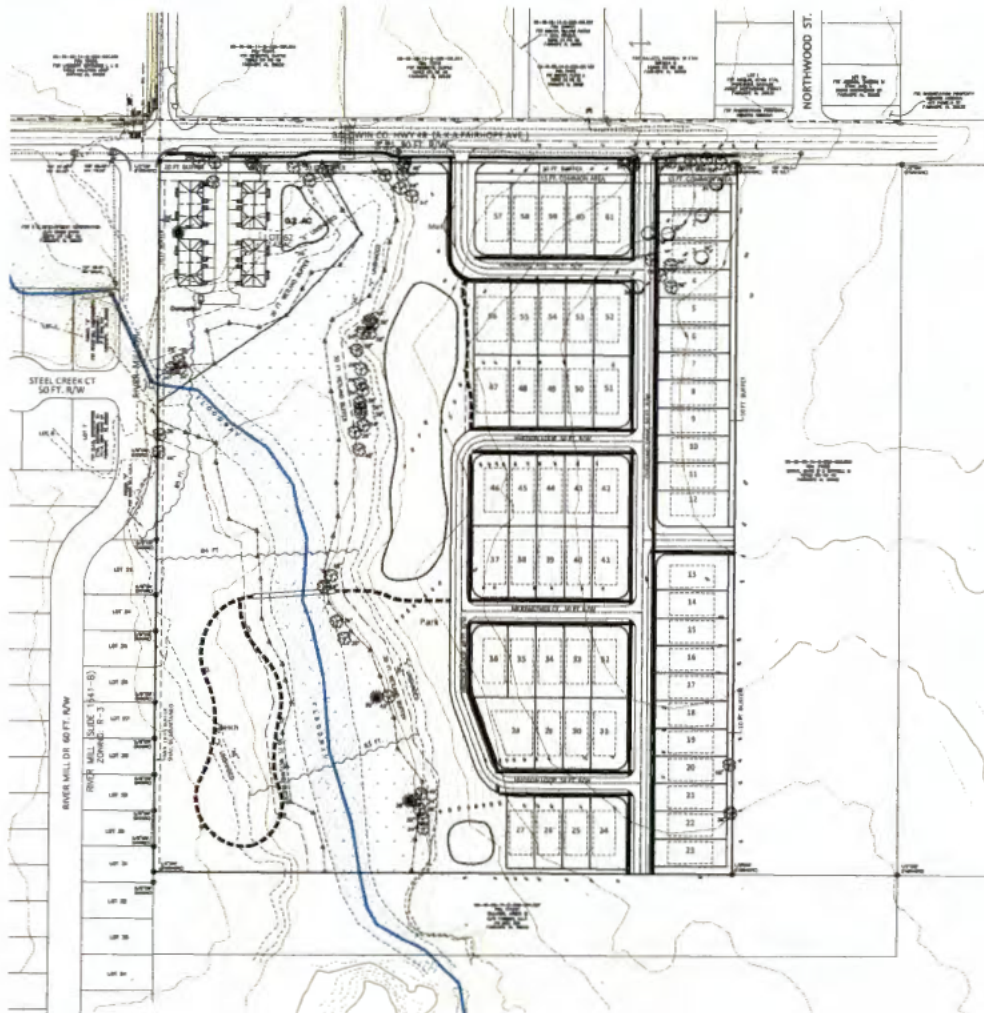
By:


Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 28th day of June, 2021.

By:


Sherry Sullivan, Mayor



OWNER
ROBERTA U. HARRIS, STEPHEN
JOHN URBANEK II, AND
MARGARET URBANEK DUNHAM
10824 U.S. HWY 98
FAIRHOPE AL 36532

DEVELOPER
88V PAYDIRT, LLC
28891 WOODROW LANE, SUITE 300
SPANISH FORT AL 36527

PARCEL NO: 05-46-06-14-0-000-002 000

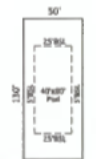
SITE DATA

CURRENT ZONING: NONE
PROPOSED ZONING: P.U.D.
MAX BLDG HEIGHT (SF): 30 FT
MAX BLDG HEIGHT (TH): 35 FT
MAX COVERAGE:
(PRINCIPAL STRUCT): 45%
MINIMUM HOUSE: 1,800 SF
LIN. FT. STREETS: 3,468 LF
S.F. LOTS: 81
M.F. UNITS: 16
TOTAL UNITS: 77
DENSITY: 2.51 / AC.
MINIMUM LOT: 6,500 SF
SMALLEST LOT: 6,500 SF
LARGEST SF LOT: 11,338 SF
AVG LOT: 7,087 SF
LARGEST LOT: 2.42 AC (T.H. PARCEL)
COMMON AREAS: 14.85 AC (40%)
TOTAL AREA: 30.70 AC

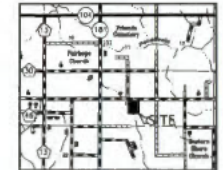
S.F. REQUIRED SETBACKS:

FRONT: 25 FEET
REAR: 25 FEET
SIDE: 5 FEET
SIDE STREET: 20 FEET

WATER SERVICE: CITY OF FAIRHOPE
SEWER SERVICE: CITY OF FAIRHOPE
ELECTRIC SERVICE: BALDWIN EMC
TELEPHONE SERVICE: AT&T



TYPICAL LOT



VICINITY MAP
1" = 1 MILE

LAND USE PERCENTAGES

Single Fam. (Residential)	13.55 Ac	44%
Townhome (Residential)	0.85 Ac	3%
Wetlands	5.16 Ac	17%
Ponds	1.5 Ac	5%
Upland Open Space	8.57 Ac	28%
Buffers	1.07 Ac	3%
TOTAL	30.7 Acres	100%

GREEN SPACE DENSITY CALCULATION

30.70 TOTAL GROSS ACRES
11.19 R.O.W., DETENTION & WETLANDS
19.51 ACRES

77/19.51 = 3.94 UNITS PER ACRE (G.S. DENSITY)
15% REQUIRED (4.61 AC.)

QUALIFYING GREEN SPACE CALCULATION

8.57 UPLAND AREAS
0.45 30% OF PONDS
9.02 TOTAL ACRES (29.4% OF TOTAL SITE)

SURVEYOR'S CERTIFICATE

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

COMMENCE AT A RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 9 SOUTH RANGE 7 EAST, BALDWIN COUNTY, ALABAMA, AND RUN THENCE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (FAIRHOPE) ON THE SOUTH RIGHT-OF-WAY OF FAIRHOPE AVENUE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF RIVER MILL UNIT 1, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 1541-B, BALDWIN COUNTY PROBATE RECORDS, FOR THE POINT OF BEGINNING, CONTINUE THENCE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF SAID RIVER MILL UNIT 1, A DISTANCE OF 252.50 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 00 DEGREES 22 MINUTES 09 SECONDS WEST, CONTINUING ALONG SAID WEST LINE OF RIVER MILL, A DISTANCE OF 751.65 FEET TO A CAPPED REBAR (FAIRHOPE); THENCE RUN SOUTH 89 DEGREES 43 MINUTES 52 SECONDS EAST, A DISTANCE OF 1041.41 FEET TO A CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 19 MINUTES 11 SECONDS EAST, A DISTANCE OF 1280.40 FEET TO A CAPPED REBAR (FAIRHOPE) ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF FAIRHOPE AVENUE; THENCE RUN NORTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 1040.47 FEET TO THE POINT OF BEGINNING, TRACT CONTAINS 30.70 ACRES, MORE OR LESS.

DAVID E. DIXIE, AL P.L.S. NO. 28014 DATE

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.



FLOOD STATEMENT
PROPERTY LIES IN FLOOD ZONE "X", "Y", "SHADED", "A", AND A FLOODWAY AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 01003C0664K, COMMUNITY NUMBER 010000, PANEL 1964, SUFFIX "M", DATED APRIL 19, 2019

OVERLAND

A PLANNED UNIT DEVELOPMENT

MC 21.01
Exhibit A:
Site Plan





CITY OF FAIRHOPE
P.O. DRAWER 429
FAIRHOPE, AL 36533
251/928-2136

PETITION FOR ANNEXATION

STATE OF ALABAMA)
COUNTY OF BALDWIN)

We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama.

The subject land is delineated on the map attached hereto as EXHIBIT B.

This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

This petition is for R-1 Zoning

Planned Unit

X The condition of the Petition is that zoning be established as Development
Concurrent with Annexation. (Zoning Request)

Is this property colony property _____ Yes X No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

Roberta U. Harris
Signature of Petitioner

ROBERTA U. HARRIS
Print petitioner's name

Stephen John Urbanek II
Signature of Petitioner

STEPHEN JOHN URBANEK II
Print petitioner's name

Margaret Urbanek Dunnam
Signature of Petitioner

Margaret Urbanek Dunnam
Print petitioner's name

Physical Address of property being annexed: Co Rd 48

Petitioner's Current Physical Address: Petitioner's Current Mailing Address:

10824 US Hwy 90 FAIRHOPE, AL 36532 SAME

618 Weeping Willow St, Fairhope, AL 36532 Same

16 Quail Loop, Fairhope, AL 36532 Same

Telephone Number(s): _____

Home

Work

County Tax Parcel Number: 05-46-06-14-0-000-002.000

Exhibit AA

30.70 Ac.

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 3/19/2014 2:21 PM
TOTAL \$ 16.00
3 Pages

1446731

STATE OF ALABAMA
COUNTY OF BALDWIN



TRUSTEE'S DEED

KNOW ALL MEN BY THESE PRESENTS: That ROBERTA U. HARRIS, as Trustee of the Robert C. Urbanek Revocable Trust Dated June 20, 2011, and pursuant to the terms of said trust, hereinafter referred to as Grantor, hereby GRANTS, BARGAINS, SELLS and CONVEYS unto ROBERTA U. HARRIS, STEPHEN JOHN URBANEK, II and MARGARET URBANEK DUNNAM, hereinafter referred to as Grantees, as tenants in common, their heirs and assigns, subject to any matters set out below, the following described real estate situated in Baldwin County, Alabama, viz:

The Northwest Quarter of the Southeast Quarter of Section 14, Township 6 South, Range 2 East, Baldwin County, Alabama, containing forty (40) acres, more or less, EXCEPTING THEREFROM, nine (9) acres, more or less, previously conveyed to Wesley Grant.

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

TO HAVE AND TO HOLD unto the said Grantees as tenants in common, their heirs and assigns, in fee simple, FOREVER.

And, except for any matters set forth above and taxes hereafter falling due, the Grantor, for herself and her successors and assigns, hereby covenants and warrants with and unto the Grantees, their heirs and assigns, that said trust is seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that the same is free from all liens and encumbrances; that she, as Trustee, has a good right to convey the same as herein conveyed; that she, as Trustee, will guarantee the peaceable possession thereof and she, as Trustee, and her successors and assigns shall forever warrant and defend the same unto the Grantees, their heirs and assigns, against the

lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal on this the 18 day of March, 2014.

Roberta U. Harris
ROBERTA U. HARRIS, as Trustee of the Robert C. Urbanek
Revocable Trust Dated June 20, 2011.

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that ROBERTA U. HARRIS, as Trustee of the Robert C. Urbanek Revocable Trust Dated June 20, 2011, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18th day of March, 2014.

Brenda S. Ralston
Notary Public, Baldwin County, Alabama
My Commission Expires: 1/17/16

PROPERTY ADDRESS:

GRANTOR'S ADDRESS:

10824 U. S. Highway 98
Fairhope, Alabama 36532

GRANTEES' ADDRESS:

c/o Roberta U. Harris
10824 U. S. Highway 98
Fairhope, Alabama 36532

THIS DOCUMENT WAS PREPARED BY:

SAMUEL N. CROSBY of

STONE, GRANADE & CROSBY, P.C.

Attorneys at Law

8820 U. S. Highway 90

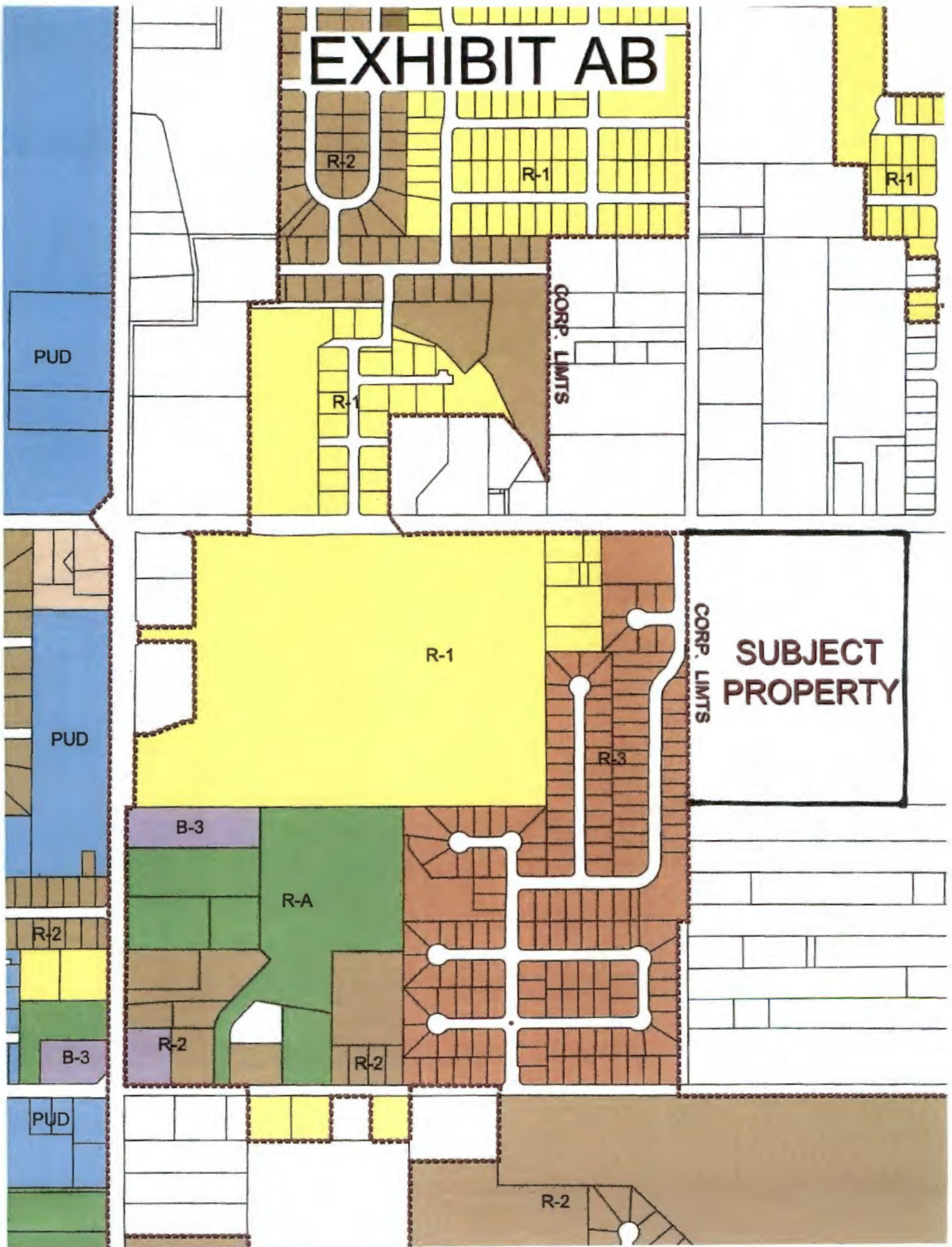
Daphne, Alabama 36526

(251) 626-6696

SNC/br

00288546.WPD

EXHIBIT AB





Baldwin County Commission

Agenda Action Form

File #: 21-1088, **Version:** 1

Item #: BE1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment for the Baldwin County Commission

STAFF RECOMMENDATION

Due to SHI International Corporation submitting a letter dated July 8, 2021, informing the County that the company will no longer be able to provide the County with several items in "Group 1-2.1: Laptops", "Group 1-3.1: Desktop PCs" and "Group 1-4: Monitors" at the awarded bid prices, as was required in the bid specifications relating to Competitive Bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment for the Baldwin County Commission, take the following action:

- 1) **CANCEL** the bid award that was made to SHI International Corporation during the 01/05/2021 Baldwin County Commission regular meeting (Agenda Item BE1).

BACKGROUND INFORMATION

Previous Commission action/date:

01/19/2021 meeting: Due to the identification of a typographical error listed in Bid #WG21-03 Award, took the following actions: 1) **RESCINDED** the action taken by the Baldwin County Commission, during its January 5, 2021, regular meeting related to Agenda Item BE1 which awarded the "Group 1-1: Servers" portion of competitive Bid #WG21-03 to SHI International Corporation; and 2) **AWARDED** "Group 1-1: Servers" of competitive Bid #WG21-03 to the lowest bidder, Technical & Scientific Application, Inc. dba TSA, Inc.

01/5/2021 meeting: Awarded Bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment for the Baldwin County Commission to the lowest bidder, SHI International Corporation as per the attached Award Listing.

11/03/2020 meeting: 1) Approved the specifications for the Provision of Microcomputer Systems and Peripheral Equipment and authorized the Purchasing Director to place a competitive bid; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was

advertised.

Background: The Commission, during the January 19, 2021, meeting, awarded bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment to the lowest bidder by groups. "Group 1-2.1: Laptops", "Group 1-3.1: Desktop PCs" and "Group 1-4: Monitors" to SHI International Corporation. SHI International Corporation sent a letter on July 8, 2021, stating that several items in these groups can no longer be provided at the original bid prices. CIS Department is requesting that the bid award to SHI International Corporation be cancelled and the items in these groups be purchased off the Alabama State Contract for the remainder of the bid award term.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 07/20/2021

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



July 8, 2021

Baldwin County Commission
312 Courthouse Square
Suite 15
Bay Minette, AL 36507
Attn: Wanda Gautney

REFERENCE: Competitive Bid #WG21-03 – Provision of MicroComputer Systems and Peripheral Equipment for the Baldwin County Commission

Dear Ms Gautney:

It has been our pleasure to work with the team at Baldwin County CIS to fulfill on the award of bid WG21-03 since January 5th 2021. Thank you for your trust and partnership with SHI!

In April of this year, HP – the manufacturer – announced a portfolio-wide price increase in response to global demand and component shortages. That communication is included with this letter and was provided to County CIS department upon its release.

As a direct response to the global price increases, the following item numbers on WG21-03 increased in price to Baldwin County: 1-2.1 , 1-3.1 , 1-5 , 1-9 , 2-2.2 , and 3-1.

SHI's price increase to the County was solely the result of the manufacturer's price increase on those items and was not influenced by any other pricing or profit motive.

As always, please let me know if you'd like to discuss this information, or anything else, with me and my team. We are grateful for your business.

Thank you.

Sincerely,

Jeremy Neff, Account Executive, SHI International

Attachments: 1

PC Industry Cost Increases

APRIL 2021



Overview

- Purchasing Managers Index (PMI) shows increased demand and costs across all industries
 - PMI Sentiment continues to get more positive
 - Input and Output price outlook continues to increase
 - Delivery delays and commodity costs continue to increase
- Costs are rising on key elements of PCs starting in Q3 and Q4 20 with acceleration across '21
 - Semiconductors increased in price in Q4 by 10-15% and are expected rise 20-40+% in '21
 - Memory prices increased in Q1 and expected to increase 13-18% in Q2
 - In March earnings call, Micron said “DRAM prices to increase rapidly”
 - Panels prices increased 20-30% in both Q3 and Q4'20 with “skyrocketing” prices in '21
 - Other materials such as Cardboard and Plastics are seeing double digit cost increases
- Key Points
 - The PC industry saw costs starting to rise in Q3'20 across key components
 - Continued Strong Costs increases in '21 across multiple PC components are expected

GLOBAL PURCHASING MANAGER'S REPORT | APRIL 1, 2021

J.P.Morgan Global Manufacturing PMI™

Global Manufacturing PMI rises to ten-year high as growth of output, new orders and employment gather pace

Manufacturing production increased at one of the quickest rates over the past decade, underpinned by the strongest expansion of incoming new work for just over a decade. International trade flows also picked up pace, with growth of new export business the steepest since January 2018.

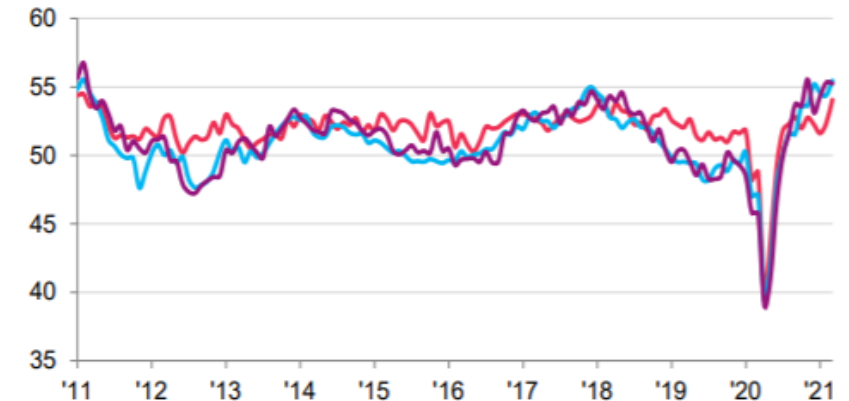
Efforts to raise production further were stymied by supply-chain disruptions in March, with input delivery schedules delayed by longer vendor lead times. The increase in supplier delivery times was the second-greatest extent on record, surpassed only by April last year. The combination of increased new orders at manufacturers and supply-chain delays was the main factor underlying a sharp rise in backlogs of work, the steepest since May 2010.

Demand outstripping supply also contributed to a marked increase in purchasing costs during March. Input price inflation surged to a near-decade high, the pass-through of which led to the steepest rise in output charges since data on selling prices were first tracked in October 2009.

PMI by goods sector

Consumer / Intermediate / Investment

sa, >50 = improvement since previous month



Sources: J.P.Morgan, IHS Markit.

Index summary

sa, 50 = no change over previous month. *50 = no change over next 12 months.

Index	Feb-21	Mar-21	Interpretation
PMI	53.9	55.0	Improvement, faster rate
Output	54.3	55.1	Growth, faster rate
New Orders	54.0	55.8	Growth, faster rate
New Export Orders	51.0	53.4	Growth, faster rate
Future Output	67.2	66.5	Growth expected, lesser sentiment
Employment	50.7	51.5	Growth, faster rate
Input Prices	65.1	68.2	Inflation, faster rate
Output Prices	55.7	59.3	Inflation, faster rate

SEMICONDUCTORS

- **Chip price increases started Q4 20 (Dec 17)** (<https://www.thestreet.com/investing/chip-prices-spiking-high-demand-and-supply-chain-disruptions>)

Earlier this week, chip manufacturing giant Taiwan Semiconductor ([TSM](#)) - [Get Report was reported](#) to be ending volume discounts starting in 2021 for 300mm (12-inch) chip wafers, which account for the lion's share of its production. Assuming the report is accurate, it could spell slightly higher wafer costs for TSMC customers such as Apple ([AAPL](#)) - [Get Report](#), AMD ([AMD](#)) - [Get Report](#), Nvidia ([NVDA](#)) - [Get Report](#) and Qualcomm ([QCOM](#)) - [Get Report](#).

The TSMC report arrived three weeks after one indicating that some of TSMC's rivals [are hiking prices](#) for 200mm (8-inch) wafers, which are often used for older and specialty chip manufacturing processes. 8-inch wafer prices are reportedly set to rise 10% to 15% in Q4, and another 20% to 40% in 2021.

- **Chip prices will increase across '21 (Mar 29 and Mar 31)**

<https://wccftech.com/tsmc-rumored-to-hike-chip-prices-by-25-by-2021-end-as-alleged-workers-receive-no-overtime-pay>


TSMC Rumored To Implement First 'Seasonal' Increase For 12-inch Wafer Prices From Next Quarter


Today's rumors, [reported by United News](#), seem to apply to all tech products. TSMC manufactures semiconductors in two wafer sizes, namely the 12-inch and 9-inch wafers. Out of these, chips that are generally used in consumer electronics are manufactured on 12-inch silicon wafers, which are the subject of the reported price hikes.

The details suggest that by the end of this year, TSMC will have increased its 12-inch wafer prices by \$400 for a 25% year-over-year increase - resulting in all-time record high prices. The fab's 7nm process node is its bread and butter for the time being as it looks to scale up production for the more advanced 5nm node this year and bring the leading-edge 3nm process to mass production in the second of 2022.

<https://www.digitimes.com/news/a20210331PD200.html>

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🏠 BITS + CHIPS

UMC, PSMC to raise foundry quotes by another 10-20%

Monica Chen, Taipei; Jessie Shen, DIGITIMES 🕒 Wednesday 31 March 2021 🗨️ 0 💬 ...

Pure-play foundries United Microelectronics (UMC) and Powerchip Semiconductor Manufacturing (PSMC) will initiate further price hikes of about 10-20% with the new pricing to be effective starting April, according to industry sources.

MEMORY

- *EPS News March 15th (<https://epsnews.com/2021/03/16/contract-dram-prices-to-rise-up-to-18/>)*



The screenshot shows the EPS News website header with the logo "EPSNews" and the tagline "News For Electronics Purchasing And The Supply Chain". A navigation bar includes links for HOME, NEWS ANALYSIS, DISTRIBUTION, SUPPLY CHAIN, INDUSTRIES, and RESOURCES. The main headline is "Contract DRAM Prices to Rise up to 18%". Below the headline, it says "March 16, 2021", "Leave a comment", "Business/Finance, News Analysis", and "By News Desk". Social media sharing icons for Facebook, Twitter, Reddit, Pinterest, LinkedIn, and Email are present. The article text discusses the DRAM market's new cycle of rising prices and forecasts a 13% to 18% increase for 2Q21. The final sentence is highlighted with a blue box.

EPSNews
News For Electronics Purchasing And The Supply Chain

EE Times

HOME NEWS ANALYSIS DISTRIBUTION SUPPLY CHAIN INDUSTRIES RESOURCES

Contract DRAM Prices to Rise up to 18%

March 16, 2021 Leave a comment Business/Finance, News Analysis, By News Desk

Facebook Twitter Reddit Pinterest LinkedIn Email by

At the moment, the DRAM market has formally entered a new cycle of rising prices, and 2Q21 will see larger quarter-over-quarter (QoQ) price increases compared with 1Q21, according to [TrendForce](#)'s latest investigations. Looking ahead to 2Q21, shipments of various end products are expected to remain fairly strong. At the same time, clients in the data center segment will resume large-scale procurement. Hence, DRAM buyers across different application segments will be under pressure to stockpile. After experiencing QoQ increases of 3 percent to 8 percent for 1Q21, the average contract prices of different kinds of DRAM products are forecasted to rise more significantly by 13 percent to 18 percent QoQ for 2Q21.

Memory: MICRON EXPECTS SUPPLY DEMAND IMBALANCES TO BOLSTER FINANCIAL OUTLOOK | MARCH 31, 2021



Micron Technology, Inc.
Fiscal Q2 2021 Earnings Call Prepared Remarks

Forecasts for calendar 2021 PC unit sales have increased from three months ago and are expected to approach an average of one million units per day. There is robust demand in notebook PCs, especially Chromebooks. We also expect the desktop market to improve as workers gradually return to the office this year. Mobile unit sales are expected to show robust growth this year, and we also expect to benefit from higher content in 5G phones, which are forecast to double in calendar 2021 to more than 500 million units. Auto unit sales are expected to grow significantly from last year, while secular memory and storage content growth trends remain strong as EVs proliferate.

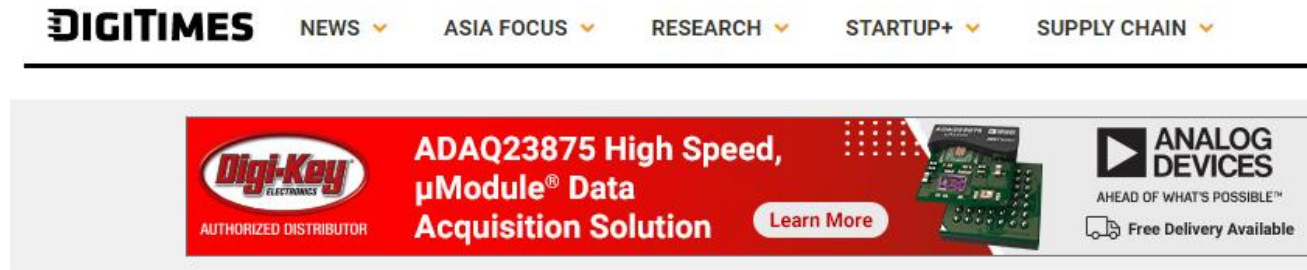
The strong demand across various end markets, combined with disruptions at certain logic and foundry semiconductor producers, has resulted in a shortage of these non-memory ICs for our customers, and we believe memory demand would have been even greater without these shortages.

In DRAM, due to the stronger demand, we now expect calendar 2021 bit growth at 20%, above our prior forecast of high teens. This growth builds on calendar 2020 bit growth, which was in the lower 20% range. As a result of disciplined CapEx investments since the start of the pandemic, we expect industry DRAM supply to be below demand. As a result of the strong demand and limited supply, the DRAM market is currently facing a severe undersupply, which is causing DRAM prices to increase rapidly. We see the DRAM market tightening further through the year.

PANELS

- *Panel prices for NB have been rising throughout the second half of CY20 (Digitimes Dec 10th)*

<https://www.digitimes.com/news/a20201210PD203.html>



The image shows the top section of the Digitimes website. At the top is the Digitimes logo followed by navigation links: NEWS, ASIA FOCUS, RESEARCH, STARTUP+, and SUPPLY CHAIN. Below this is a large red banner for Digi-Key Electronics, featuring the text 'ADAQ23875 High Speed, μModule® Data Acquisition Solution' and a 'Learn More' button. To the right of the banner is an advertisement for Analog Devices with the text 'AHEAD OF WHAT'S POSSIBLE™' and 'Free Delivery Available'.

DISPLAYS

LCD panel prices to rise another 20% in 4Q20

Rebecca Kuo, Tainan; Steve Shen, DIGITIMES Thursday 10 December 2020

LCD panel prices are expected to rise by about 20% in fourth-quarter 2020 following a 30% rally in the prior quarter, as demand for diverse sizes of panels from end-market brand vendors remains strong, according to industry sources.

- *Panel prices continue to increase (Trend Force Mar 31)*

<https://www.trendforce.com/presscenter/news/20210331-10738.html>

TRENDFORCE About Us Research Report Membership Price Trends Press Center

Given the extremely tight supply of panels relative to demand, notebook panel prices have skyrocketed accordingly. Case in point, quotes for 11.6-inch panels, which are among the mainstream and are widely used for Chromebooks, are now closing in on quotes for 14-inch and 15.6-inch panels. As such, the high profitability of notebook panels have led panel suppliers to set more aggressive shipment targets this year.

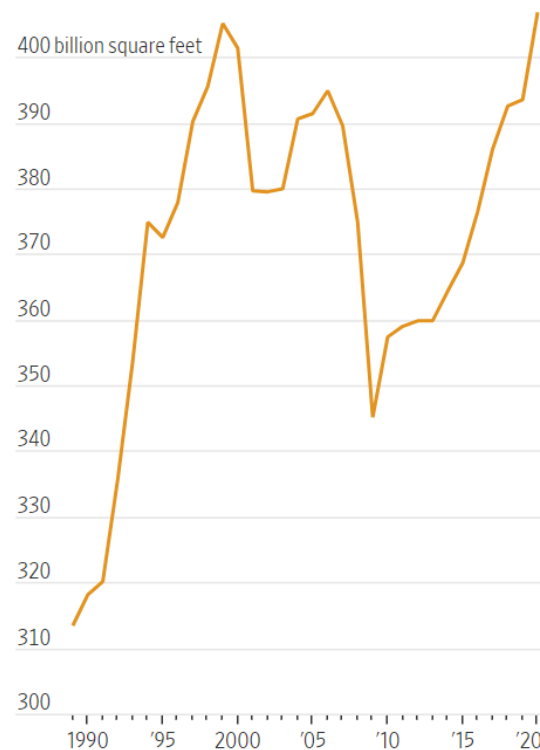
Cardboard Boxes Have Never Been in More Demand—or More Expensive

Producers of corrugated board boost prices, adding to supply-chain woes as economy reopens

By [Ryan Dezember](#)

Updated March 31, 2021 2:02 pm ET

U.S. corrugated product shipments



The demand prompted producers to raise prices to new highs in autumn and again recently, adding to the [supply-chain woes](#) piling up on businesses as the economy reopens.

Already contending with [record wood prices](#), scarce [shipping containers](#) and fast-rising freight, cabinetmaker John K. Morgan now faces more costly corrugated board. His Green Forest Cabinetry is paying 22% more for boxes than a year ago. Bales of corrugated board,

PLASTICS

Plastics join other raw materials in price surge

by KEVIN CROWLEY BLOOMBERG NEWS SERVICE (WPNS) | March 19, 2021 at 2:00 a.m.



Follow



Green PVC pellets. (Bloomberg photo/Eilon Paz)

For anyone looking for examples of inflation these days, raw materials are a good place to start. Copper, steel -- even lumber -- are either near or at record highs. And so too are plastics, which are often overlooked but are on a tear right now.

Although they're the building blocks of thousands of everyday products, plastics and their chemical ingredients don't trade on major commodity exchanges, and large price moves are largely invisible to the wider world. Yet polyvinyl chloride, or PVC, is in the midst of a dramatic rally, driven by a combination of rebounding global consumer demand and production outages from last month's Texas freeze.

<https://www.nwaonline.com/news/2021/mar/19/plastics-join-other-raw-materials-in-price-surge>

11 MARCH 2021

PLASTICS – PRICES BREAK NEW THRESHOLDS, SUPPLY WORSENS

European PP and PE markets are on the verge of registering new supply-related rises in March, the fifth consecutive month of increases. The uptrend, which gained strength from January onwards, does not seem to stop its running as new triple-digit increases are expected.

Sellers are now preparing to test new highs for next month. Players expect to see increases of up to €150/mt for PP and €100/mt for PE.

According to ChemOrbis' weekly average Price Index data, the PP and PE markets have hit new highs for the past few years.

Rising prices and increasingly limited availability. The shortage situation on the market, as already occurred in 2015, is making the supply of raw materials for companies in the sector more critical.

Unionplast raises the alarm about the scarcity of raw materials and soaring prices caused by reduced imports and Force Majeure calls. It also appeals to manufacturers to implement a development policy in Europe aimed at renewal. Finally, it called for the production sector to make every effort to protect its supply chain.

The Italian processing industry, in a still difficult period for the national and European economy, has a strong need to receive the expected quantities in order to be able to satisfy its own markets and sectors.

<https://www.mori2a.com/en/dont-stop/news/products/plastics-prices-break-new-thresholds-supply-worsens/>

Supporting News Articles – Overall Computer Industry and Commodities

#	Headlines	Hyperlink	Date
1	Chip shortage: Samsung warns of 'serious imbalance	https://www.bbc.com/news/technology-56433082	Mar 17, 2021
2	What you need to know about the global chip shortage	https://www.washingtonpost.com/technology/2021/03/01/computer-chip-shortage-explainer-qa/	Mar 01, 2021
3	How a Chip Shortage Snarled Everything From Phones to Cars	https://www.bloomberg.com/graphics/2021-semiconductors-chips-shortage/	Mar 28, 2021
4	What the Global Shortage of Computer Chips Means for You	https://interestingengineering.com/what-global-shortage-of-computer-chips-means-for-you	Mar 23, 2021
5	Plastics join other raw materials in price surge	https://www.nwaonline.com/news/2021/mar/19/plastics-join-other-raw-materials-in-price-surge/	Mar 19, 2021

Supporting News Articles - MEMORY

#	Headlines	Hyperlink	Date
1	Explosive growth in Automotive DRAM demand expected	https://evertiq.com/design/49625	Feb 23, 2021
2	Memory super cycle may last longer this time, given the rise in spot movements	https://pulsenews.co.kr/view.php?sc=30800018&year=2021&no=201693	Mar 02, 2021
3	SK hynix: Entering Upcycle in Semiconductor Memory Prices	http://www.businesskorea.co.kr/news/articleView.html?idxno=61675	Mar 04, 2021
4	Adata expects DRAM shortage to worsen in 2Q21	https://www.digitimes.com/news/a20210305PD205.html	Mar 05, 2021
5	DRAM prices to continue to increase in Q2 2021	https://technosports.co.in/2021/03/06/dram-prices-to-continue-to-increase-in-q2-2021/	Mar 06, 2021
6	DRAM probe card demand ramping up	https://www.digitimes.com/news/a20210312PD205.html?mod=2	Mar 12, 2021
7	DDR3 memory shortage worsens	https://www.digitimes.com/news/a20210312PD207.html?mod=2	Mar 12, 2021
8	Strong memory chip, prices brighten SK hynix stock, earnings prospects	https://pulsenews.co.kr/view.php?sc=30800028&year=2021&no=238091	Mar 12, 2021
9	PC OEMs to increasingly adopt DRAM-less SSD in lower-end models	https://www.digitimes.com/news/a20210315PD200.html	Mar 15, 2021
10	Samsung Electronics: Chip Demand Outstripping Supply	http://www.businesskorea.co.kr/news/articleView.html?idxno=62297	Mar 15, 2021

Supporting News Articles – PANELS & TAIWAN MANUFACTURING

#	Publish Date	News Title	URL
1	30-Mar	Corning to hike glass substrate prices in 2Q21	https://www.digitimes.com/news/a20210330PD206.html
2	29-Mar	Highlights of the day: Panel short supply hikes prices	https://www.digitimes.com/news/a20210329VL201.html
3	29-Mar	LCD panel prices to continue rising in 2Q21	https://www.digitimes.com/news/a20210329PD200.html
4	24-Mar	Taiwan February manufacturing production index up on year	https://www.digitimes.com/news/a20210323PR201.html
5	17-Mar	Samsung raises quotes for rigid AMOLED panels	https://www.digitimes.com/news/a20210317PD214.html
6	16-Mar	Highlights of the day: LCD driver IC prices to rise on tight supply	https://www.digitimes.com/news/a20210316VL200.html
7	15-Mar	Global panel makers ramping up output for notebook applications	https://www.digitimes.com/news/a20210315PD207.html
8	4-Mar	LCD panel shortage to continue throughout 2021, says Innolux president	https://www.digitimes.com/news/a20210304PD208.html
9	17-Mar	ChipMOS expects double-digit sales growth in 2021	https://www.digitimes.com/news/a20210317PD203.html
10	30-Mar	Notebook component shortage to worsen in 2Q21, says Clevo	https://www.digitimes.com/news/a20210330PD212.html
11	16-Mar	5G optical component demand picking up	https://www.digitimes.com/news/a20210316PD204.html



Baldwin County Commission

Agenda Action Form

File #: 21-1021, **Version:** 1

Item #: BE2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-33 - Provision of Painting and Drywall Services for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Painting and Drywall Services for the Baldwin County Commission to the lowest bidder, **Melvin Pierce Painting, Inc.**, as per the attached Award Listing and authorize the Chairman to execute the Contract. The Contract shall be effective immediately upon the same date as its full execution for a period of twelve (12) months.

BACKGROUND INFORMATION

Previous Commission action/date:

6/1/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Painting and Drywall 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 was advertised.

Background: Bids were opened in the Purchasing Conference Room on July 23, 2021, at 1:30 P.M. Three (3) bids were received. Staff recommends the Commission award the bid for the Provision of Painting and Drywall Services to the lowest bidder, Melvin Pierce Painting, Inc., 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?

Standard County Professional & Construction 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: 7/20/2021

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 #WG21-33 - Award Listing

Provision of Painting and Drywall Services

Effective 07/20/2021 through 07/20/2022

BIDDER:		Melvin Pierce Painting, Inc. Alabama GC License #173347
<u>Painting Services</u>		
Hourly Labor Rate Bid:		\$97.00 per 3-person crew
<u>Drywall Services</u>		
Hourly Labor Rate Bid:		\$105.00 per 3-person crew
Exceptions:		NONE

COMPETITIVE BID #WG21-33 - Bid Tabulation

Provision of Painting and Drywall Services

BIDDER:	Melvin Pierce Painting, Inc. Alabama GC License #173347
<u>Painting Services</u>	
Hourly Labor Rate Bid:	\$97.00 per 3-person crew
<u>Drywall Services</u>	
Hourly Labor Rate Bid:	\$105.00 per 3-person crew
Exceptions:	NONE

BIDDER:	Spanish Fort Painting & Construction, LLC Alabama GC License #169858
<u>Painting Services</u>	
Hourly Labor Rate Bid:	\$102.00 per 3-person crew
<u>Drywall Services</u>	
Hourly Labor Rate Bid:	\$102.00 per 3-person crew
Exceptions:	NONE

BIDDER:	Coast to Coast Coatings, Inc. Alabama GC License #170323
<u>Painting Services</u>	
Hourly Labor Rate Bid:	\$117.50 per 3-person crew
<u>Drywall Services</u>	
Hourly Labor Rate Bid:	\$118.50 per 3-person crew
Exceptions:	1) Traffic control devices and signage, if necessary, will be provided at cost plus 15%. 2) Cost estimates for different projects are not included in the hourly rate. Budgets to be determined by County personnel with input from the work crews.

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on Tuesday, June 1, 2021, the COUNTY authorized staff to solicit bids for the Provision of Painting and Drywall Services for the Baldwin County Commission; and

Whereas, PROVIDER presented the lowest 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. Definitions. The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: Melvin Pierce Painting, Inc.

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

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

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

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

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

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

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

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

and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

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

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

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

PROVIDER: Melvin Pierce Painting, Inc.
8475 Moffett Road
Semmes, AL 36575
ATTN: Jeffrey Druckenmiller

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 #WG21-33**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provisions and conditions and/or specifications listed/stated in Competitive Bid #WG21-33 named, Provision of Painting and Drywall Services”.

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

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

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

XVII. General Responsibilities of the COUNTY.

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

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

XVIII. Termination of Services. The COUNTY may terminate this contract, with or without cause or reason, by giving 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. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid as shown on "**ATTACHMENT A.**" Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

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

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

XXVIII: 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 effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

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

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

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

PROVIDER:

Melvin Pierce Painting, Inc.

_____/

By _____/Date

Its _____

State of Alabama)

County of _____)

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

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

Notary Public
My Commission Expires

BID #WG21-33 RESPONSE FORM

Provision of Painting and Drywall Services

Page 1 of 2

Date: 6-23-21

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

Company Name: MELVIN PIERCE PAINTING INC.

Address: 8475 MOFFETT RD SEMMES, AL 36575

Company Rep. JEFFREY DRUCKENMILLER
 (Rep. Name Typed or Printed)

Position: PROJECT MANAGER

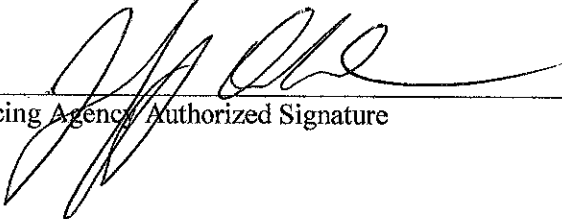
Email address: JEFF@MELVINPIERCE.COM

Phone: 251-649-2900

Fax: 251-649-8569

Financing through another agency beside yourself or X
 Yes No

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


Financing Agency Authorized Signature

BID #WG21-33 RESPONSE FORM

Provision of Painting and Drywall Services

Page 2 of 2

Painting Services

Bid Prices shall be an all-inclusive hourly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

HOURLY LABOR RATE \$ 97.00 /Hour per 3-person crew

Drywall Services

Bid Prices shall be an all-inclusive hourly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

HOURLY LABOR RATE \$ 105.00 /Hour per 3-person crew



Baldwin County Commission

Agenda Action Form

File #: 21-1018, **Version:** 1

Item #: BE3

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-34 - Provision of Hydraulic Mulches for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Hydraulic Mulches to the sole bidder, **Evans & Company, Inc.** as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

6/1/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Hydraulic Mulches; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

Background: Bids were opened in the Purchasing Conference Room on June 22, 2021 at 1:30 P.M. One (1) bid was received. Staff recommends the Commission award the bid to Evans & Company, Inc., as per the attached Award Listing.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 7/20/2021

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 #WG21-34 AWARD LISTING

PROVISION OF HYDRAULIC MULCHES

Effective 07/20/2021 - 07/20/2022

BIDDER: Evans and Company, Inc.		
ITEM DESCRIPTION	AMOUNT BID	UNIT
Wood Fiber Mulch	\$19.75	50 lb. Bag
Wood Fiber Mulch & Cellulose Fiber Mulch	\$17.75	50 lb. Bag
APS 700 Series Silt Stop (Polyacrylamide Erosion Control Emulsions)	\$360.00	50 lb. Bag
Exceptions:	NONE	



Baldwin County Commission

Agenda Action Form

File #: 21-1019, **Version:** 1

Item #: BE4

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-35 - Provision of Paint Striping Materials for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Paint Striping Materials for the Baldwin County Commission to PPG Architectural Finishes, Inc., Safety Coatings, Inc. and Ennis-Flint, Inc. as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

6/1/2021 meeting: 1) Approved the specifications for the Provision of Paint Striping Materials and authorized the Purchasing Director to place a competitive bid; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums for clarifications if required after the bid was advertised.

Background: Bids were opened in the Purchasing Conference Room on June 22, 2021, at 2:00 P.M. Three (3) bids were received. Staff recommends the Commission award the bid to the lowest bidder per item for the Provision of Paint Striping Materials to PPG Architectural Finishes, Inc., Safety Coatings, Inc. and Ennis-Flint, Inc. 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 Highway Budgets

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 7/20/2021

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 #WG21-35 - AWARD LISTING**Provision of Paint Striping Materials****Effective Date: 07/20/2021 through 07/20/2022****BIDDER: PPG Architectural Finishes, Inc.**

Item Description	Amount Bid PICKED-UP	Amount Bid DELIVERED
<u>Glass Spheres</u> : AASHTO Standard Type 1, Drop on Application, Shipped in 50-90 lb Moisture Proof Bags on Pallets	\$0.48 per pound	\$0.48 per pound
<u>Glass Spheres</u> : AASHTO Standard Type 4, Drop on Application, Shipped in 50-90 lb Moisture Proof Bags on Pallets	\$0.90 per pound	\$0.90 per pound
Exceptions: NONE		

BIDDER: Safety Coatings, Inc.

Item Description	Amount Bid PICKED-UP	Amount Bid DELIVERED
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 275 Gallon IBC Storage System	\$3,025.00 each	\$3,080.00 each
<u>Paint</u> : Class 1H, High Build, White Traffic Line, 275 Gallon IBC Storage System	\$2,805.00 each	\$2,860.00 each
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 5 Gallon IBC Storage System	\$67.00 each	
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 5 Gallon IBC Storage System	\$62.00 each	
<u>Paint</u> : Class 1H, High Build, Blue Traffic Line, 5 Gallon IBC Storage System	\$77.00 each	
Exceptions: NONE		

BIDDER: Ennis-Flint, Inc.

Item Description	Amount Bid PICKED-UP	Amount Bid DELIVERED
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 5 Gallon IBC Storage System	No Bid	\$68.50 each
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 5 Gallon IBC Storage System	No Bid	\$71.00 each
<u>Paint</u> : Class 1H, High Build, Blue Traffic Line, 5 Gallon IBC Storage System	No Bid	\$76.00 each
Exceptions: NONE		

COMPETITIVE BID #WG21-35 - BID TABULATION**Provision of Paint Striping Materials****BIDDER: PPG Architectural Finishes, Inc.**

Item Description	Amount Bid PICKED-UP	Amount Bid DELIVERED
<u>Glass Spheres</u> : AASHTO Standard Type 1, Drop on Application, Shipped in 50-90 lb Moisture Proof Bags on Pallets	\$0.48 per pound	\$0.48 per pound
<u>Glass Spheres</u> : AASHTO Standard Type 4, Drop on Application, Shipped in 50-90 lb Moisture Proof Bags on Pallets	\$0.90 per pound	\$0.90 per pound
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 275 Gallon IBC Storage System	No Bid	No Bid
<u>Paint</u> : Class 1H, High Build, White Traffic Line, 275 Gallon IBC Storage System	No Bid	No Bid
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 5 Gallon IBC Storage System	No Bid	No Bid
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 5 Gallon IBC Storage System	No Bid	No Bid
<u>Paint</u> : Class 1H, High Build, Blue Traffic Line, 5 Gallon IBC Storage System	No Bid	No Bid
Exceptions: NONE		

BIDDER: Safety Coatings, Inc.

Item Description	Amount Bid PICKED-UP	Amount Bid DELIVERED
<u>Glass Spheres</u> : AASHTO Standard Type 1, Drop on Application, Shipped in 50-90 lb Moisture Proof Bags on Pallets	No Bid	No Bid
<u>Glass Spheres</u> : AASHTO Standard Type 4, Drop on Application, Shipped in 50-90 lb Moisture Proof Bags on Pallets	No Bid	No Bid
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 275 Gallon IBC Storage System	\$3,025.00 each	\$3,080.00 each
<u>Paint</u> : Class 1H, High Build, White Traffic Line, 275 Gallon IBC Storage System	\$2,805.00 each	\$2,860.00 each
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 5 Gallon IBC Storage System	\$67.00 each	\$81.00 each
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 5 Gallon IBC Storage System	\$62.00 each	\$76.00 each
<u>Paint</u> : Class 1H, High Build, Blue Traffic Line, 5 Gallon IBC Storage System	\$77.00 each	\$91.00 each
Exceptions: NONE		

BIDDER: Ennis-Flint, Inc.

Item Description	Amount Bid PICKED-UP	Amount Bid DELIVERED
<u>Glass Spheres</u> : AASHTO Standard Type 1, Drop on Application, Shipped in 50-90 lb Moisture Proof Bags on Pallets	No Bid	No Bid
<u>Glass Spheres</u> : AASHTO Standard Type 4, Drop on Application, Shipped in 50-90 lb Moisture Proof Bags on Pallets	No Bid	No Bid
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 275 Gallon IBC Storage System	No Bid	\$3,492.50 each
<u>Paint</u> : Class 1H, High Build, White Traffic Line, 275 Gallon IBC Storage System	No Bid	\$3,630.00 each
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 5 Gallon IBC Storage System	No Bid	\$68.50 each
<u>Paint</u> : Class 1H, High Build, Yellow Traffic Line, 5 Gallon IBC Storage System	No Bid	\$71.00 each
<u>Paint</u> : Class 1H, High Build, Blue Traffic Line, 5 Gallon IBC Storage System	No Bid	\$76.00 each
Exceptions: NONE		



Baldwin County Commission

Agenda Action Form

File #: 21-1056, **Version:** 1

Item #: BE5

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Cian Harrison, Clerk/Treasurer

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Rental of One (1) New Copy Machine for the Baldwin County Finance and Accounting Department Located in Bay Minette, Alabama for the Baldwin County Commission

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: Finance and Accounting Department - Bay Minette

Model: MX-6071

Price: \$217.00/month

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

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The rental agreement for the copy machine currently in use at the Finance and Accounting Department in Bay Minette has ended. Sharp Electronics Corporation has submitted a rental agreement for a new copy machine 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. Baldwin County is paying a total of \$217.00 per month for the machine currently in use, and this amount would remain the same for the new machine under the proposed rental agreement.

FINANCIAL IMPACT

Total cost of recommendation: \$217.00 per month

Budget line item(s) to be used: 10051700.52210

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: 7/20/2021

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 # B322

Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

STATE CONTRACT RENTAL AGREEMENT

BILL TO:

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE

SHIP TO:

Baldwin County Commission

Finance Dept

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-937-0303 ext 2303

Contact: Cian Harrison

BEGINNING METER READ

TERM: 3 YR. Agreement under the provisions of State of Alabama
Contract # 140603-AL-06

RATE: Monthly
Base Charge: \$217.00 **Copies Included** N/A **Excess Charge**
Per Copy \$ \$.0054 B/W & \$.0400 Color

3 Yr Equip. Total \$7,812.00

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-6071			
	MX-FN27N			
	MX-DE27N			
	MX-FX15			
		REPLACES S/N #85124024		

(PAGE 2)

SUPPLIES

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

SERVICE

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

TERMS AND CONDITIONS

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

LESSEE	_____	TITLE	_____	DATE	_____
LESSOR	<u>Michelle Wronsky</u>	TITLE	Senior Government Account Manager	DATE	7/6/2021



Baldwin County Commission

Agenda Action Form

File #: 21-1091, **Version:** 1

Item #: BE6

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Ronald J. Cink, Budget Director

Submitted by: Ronald J. Cink, Budget Director

ITEM TITLE

*Request from the Baldwin County Board of Education to Confirm and Ratify Certain Existing Privilege Excise Taxes for Public School Purposes

STAFF RECOMMENDATION

As requested by the Baldwin County Board of Education by electronic correspondence to the Baldwin County Commission, dated July 12, 2021, take the following action:

Adopt Resolution #2021-103, a Resolution and Ordinance confirming the continued levy and collection of Baldwin County's Ala. Code § 40-12-4 et seq. (1975), as the same may be amended by the Legislature of the State of Alabama, sales and use tax and Act. No. 83-532, as the same may be amended by the Legislature of the State of Alabama, sales tax through the final maturity or prior payment of the County Board of Education of Baldwin County's proposed funding School Warrants, Series 2021, to provide unique educational and economic development opportunities for the County, to be dated the date of delivery, to which aforesaid sales and use taxes will be pledged thereby.

This Resolution (Ordinance) shall take effect immediately upon its adoption and all orders, ordinances, and resolutions of the Commission in conflict or inconsistent with the provisions hereof are, to the extent of such conflict or inconsistency, repealed.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: It is necessary, desirable and in the best financial interest of the public education school system in the County and the taxpayers and citizens of the County for support of the Series 2021 School Project by the agreements of the County pursuant to this Resolution for the benefit of the Board and the owners of the Subject School Warrants.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: Legal review pending by Brad Hicks 07/14/2021 clc

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 to forward executed document to Eddie Tyler, Superintendent, BOE and John Wilson, Chief Financial Officer, BOE.

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

Send correspondence via email and mail to:

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

Send copies of correspondence via email only to:

John Wilson, Chief School Financial Officer
jwilson@bcbe.org

Heyward Hosch
HHosch@maynardcooper.com (via email only)

Ronald Cink
Cian Harrision
Wayne Dyess
Heather Gwynn

Additional instructions/notes: N/A

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**RESOLUTION (ORDINANCE) NO. 2021-103
OF
THE BALDWIN COUNTY COMMISSION**

A RESOLUTION (ORDINANCE) TO (A) RATIFY AND CONFIRM THE LEVY IN BALDWIN COUNTY, ALABAMA, OF CERTAIN EXISTING PRIVILEGE LICENSE EXCISE TAXES FOR PUBLIC SCHOOL PURPOSES AND THE AUTHORITY OF THE COUNTY BOARD OF EDUCATION OF BALDWIN COUNTY, ALABAMA TO PLEDGE ITS PORTION OF THE PROCEEDS OF SUCH TAXES TO PUBLIC SCHOOL WARRANTS AND (B) MAKE FURTHER PROVISION THEREFORE

BE IT RESOLVED AND ORDAINED BY THE BALDWIN COUNTY COMMISSION, as follows:

Section 1. Definition of Terms

For purposes hereof:

Board means the County Board of Education of Baldwin County, Alabama.

Board's Proceeds of the Special Tax means that portion of the proceeds of the Special One-Cent County School Tax which are allocated and distributed to the Board pursuant to Section 40-12-4 in each fiscal year.

Commission means the Baldwin County Commission, as governing body of the County.

County means Baldwin County, Alabama.

Enabling Law means Article 14 of Chapter 13 of Title 11 of the Code of Alabama 1975.

Section 40-12-4 means Section 40-12-4 of the Code of Alabama 1975 (and any successor provision of law).

Series 2021 School Project means educational facilities of real and personal property to be located in the County for secondary and vocational education.

Series 2021 Warrants means the Public School Warrants, Series 2021, of the Board.

Special One-Cent County School Tax means the privilege license and excise taxes levied in the County by the Commission at the rate of one cent (\$0.01) (certain transactions taxed at lower rates) for public school purposes pursuant to Section 40-12-4 and the Special Tax Proceedings.

Special Tax Proceedings means collectively, the ordinances, resolutions and proceedings of the Commission adopted, had and taken on December 20, 1988, March 5, 1991, June 6, 1991, March 1, 2005, and August 21, 2012 with respect to the levy of the Special One-Cent County School Tax.

Subject School Warrants means collectively (i) the Series 2021 Warrants and (ii) each generation or series of warrants, or other obligations, of the Board the proceeds of which are applied to refund all or any part of the indebtedness originally evidenced by the Series 2021 Warrants

Section 2. Findings of Fact

The Commission has found and determined, and does hereby find, determine and declare as follows:

- (a) The Board has represented to the Commission that:
 - (i) the Board proposes to issue the Series 2021 Warrants to finance the Series 2021 School Project;
 - (ii) the Series 2021 Warrants are limited obligations of the Board and will never constitute a direct, indirect, or contingent obligation, indebtedness, pecuniary liability, or charge against the general credit, revenues, or taxing power, of the County;
 - (iii) the pledge by the Board of the Board's Proceeds of the Special Tax for the benefit of the Series 2021 Warrants will produce the lowest total net interest cost of the Series 2021 Warrants the Board can obtain, to the direct and material financial benefit of the taxpayers and citizens of the County;
 - (iv) the Series 2021 School Project will provide unique educational and economic development opportunities for the County.
- (b) It is therefore necessary, desirable, and in the best financial interests of the public education system in the County and the taxpayers and citizens of the County for the County to support the Series 2021 School Project by the agreements of the County pursuant to this Resolution for the benefit of the Board and the owners of the Subject School Warrants.

Section 3. Agreements of County

The Commission does hereby, pursuant to the Enabling Law (including without limitation Section 16-13-309):

- (a) ratify and confirm, in all respects, and adopt, the Special Tax Proceedings;
- (b) ratify and confirm, in all respects, the levy, assessment and collection of the Special One-Cent County School Tax pursuant to Section 40-12-4 and the Special Tax Proceedings;
- (c) authorize, and consent to, the pledge and use by the Board of the Board's Proceeds of the Special Tax for the benefit of the Subject School Warrants pursuant to the Enabling Law;
- (d) covenant and agree that, during the term of the contractual agreement made by this Resolution (Ordinance), the County and the Commission will: (i) levy, and provide for the assessment and collection, of the Special One-Cent County School Tax at rates not less than those in effect on the date of adoption of this Resolution (Ordinance) and (ii) distribute the proceeds thereof as provided by Section 40-12-4;
- (e) covenant and agree that the terms and provisions of this Resolution (Ordinance) constitute a contract under the laws of the State of Alabama (without regard to principles of conflicts of laws) with the Board and the owners of the Subject School Warrants and each of such persons shall be a third-party beneficiary hereof for the protection and conservation of the rights and interests thereof the Board and such owners may exercise all remedies available at law or in equity under the laws of the State of Alabama;
- (f) the agreements and covenants of the County in this Resolution (Ordinance) will be and remain in full force and effect without amendment or repeal until the Subject School Warrants shall have been paid in full and retired, or provision therefor shall have been made pursuant to the terms thereof.

Section 4. State and Federal Law

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

Section 5. Reliance

- (a) The Board may rely upon the agreements and covenants of the County made in this Resolution (Ordinance) for all purposes, including without limitation the pledge of the Board's Proceeds of the Special Tax for the benefit of the Subject School Warrants.
- (b) Bond Counsel for the Board may rely upon the agreements and covenants of the County in this Resolution (Ordinance) for the purpose of giving any opinions in connection with the Subject School Warrants.

Section 6. General

This Resolution (Ordinance) shall take effect immediately upon its adoption and all orders, ordinances, and resolutions of the Commission in conflict or inconsistent with the provisions hereof are, to the extent of such conflict or inconsistency, repealed.

Adopted this ____ day of _____, 2021.

Chairman, Baldwin County Commission

ATTEST:

County Administrator



BALDWIN COUNTY PUBLIC SCHOOLS

EDDIE TYLER, M.Ed.
Superintendent

July 15, 2021

Board of Education

MIKE JOHNSON
District 1

ANDREA LINDSEY
District 2

TONY MYRICK
District 3

JANAY DAWSON
District 4

ROBERT STUART
District 5

CECIL CHRISTENBERRY
District 6

SHANNON CAULEY
District 7

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

***Re: Baldwin County Board of Education: Resolution for Series 2021
Career Tech High School Warrants.***

Dear Chairman Davis:

The County Board of Education proposes to sell the above referenced warrant issue at the beginning of August, to take advantage of beneficial low interest rates. The proceeds of the new Series 2021 Warrant issue will be used to fund our new Career Tech High School Building.

The Board will be able to pledge the following three taxes:

- (a) Sales tax levied in the county pursuant to Act No. 83-532 adopted at the 1983 Regular Session of the Alabama Legislature, as amended by Act No. 84-523 (the "1983 Sales Tax"),
- (b) Proceeds of a 1988 and 1991 sales tax levied in the County pursuant to Section 40-12-4 of the CODE OF ALABAMA 1975, as amended (the "Special Sales Tax"), and
- (c) Proceeds of the five mill county-wide ad valorem tax levied in Baldwin County pursuant to Amendment No. 162 of the Alabama Constitution of 1901, as amended (the "Five Mill Tax").

Honorable Joe Davis, III, Chairman
July 15, 2021
Page 2

Bond Counsel has informed us that it is necessary for the County Commission to reaffirm the pledges of the two sales taxes listed above before the Series 2021 Warrants can be sold.

The Board would very much appreciate if you would present to the County Commission the attached resolution which will provide for the continued levy of the sales taxes referred to above. The resolution is basically identical to the resolutions previously adopted in prior years. The Board appreciates your consideration of these resolutions and your assistance in helping us achieve our vision for a comprehensive career tech high school.

Again, thank you and please let me know how I can assist you in your deliberations.

Very truly yours,

A handwritten signature in black ink, appearing to read "Eddie Tyler", with a long horizontal flourish extending to the right.

Eddie Tyler, M.Ed.
Superintendent



Baldwin County Commission

Agenda Action Form

File #: 21-1047, **Version:** 1

Item #: BK1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Zachary Hood, EMA Director

Submitted by: Amanda Thweatt, Emergency Management Specialist

ITEM TITLE

*Memorandum of Understanding with Retired and Senior Volunteer Program for Assisting Baldwin County Emergency Management Agency as Needed

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve a Memorandum of Understanding (MOU) between the Baldwin County Commission and Retired and Senior Volunteer Program (RSVP) to provide volunteers to assist the Baldwin County Emergency Management Agency (BCEMA) staff when needed during activations, events, and meetings. The term of this MOU shall commence on the date of full execution and renew annually until cancelled by either party.
- 2) Approve the use of the Waiver, Assumption of Risk, and Indemnity Agreement form for volunteers to execute when assisting with the BCEMA at events, meetings, and during activations.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The RSVP volunteers have been assisting the Baldwin County EMA staff with traffic administrative duties, traffic coordination, etc., during the vaccination site activations for Covid-19 and during the monthly Emergency Support Function meetings. An MOU will define covered services between agencies.

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: Reviewed and approved by Brad Hicks, County Attorney, on June 11, 2021.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration staff, Amanda Thweatt.

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

Administration staff to send fully executed MOU document to the following:

Dawn Biggs

Volunteer Coordinator Program Assistant

Retired and Senior Volunteer Program

Post Office Box 400

Daphne, Alabama 36526

cc: Amanda Thweatt - BCEMA

Additional instructions/notes: N/A



MEMORANDUM OF UNDERSTANDING (MOU)

Baldwin County

VOLUNTEER STATION: EMERGENCY MANAGEMENT AGENCY

STATION ADDRESS: 23100 McAuliffe Drive
Robertsdale, AL 36567

STATION PHONE #: (251) 990-4605

This memorandum contains an outline of necessary provisions applicable to both the RSVP program and the Volunteer Station:

A. The Volunteer Station will:

1. Designate a coordinator to serve as liaison with RSVP office.
Coordinator's Name: _____
2. Religious/Political Activities: The Volunteer Station will not request or assign RSVP volunteers to conduct or engage in religious, sectarian or political activities.
3. Displacement of Employees: The Volunteer Station will not assign RSVP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
4. Maintain an RSVP file with a copy of this agreement and copies of volunteer position description for each RSVP volunteer.
5. Assure and instruct volunteer(s) about health and safety procedures for this station.
6. In consultation with RSVP staff, make investigation and reports regarding accidents and injuries involving any RSVP volunteer(s).
7. Provide adequate orientation, in-service instruction, or special training for the volunteer(s).
8. Furnish volunteer(s) with any material required for an assignment.
9. Collect and validate volunteer(s) signed time sheet by the end of each month.
10. Have the right to request removal of a volunteer(s) from service.
11. Provide some kind of support for the volunteer(s).
 - _____ a. Recognition (cards, awards, parties, luncheons, etc.)
 - _____ b. Special Parking Area
 - _____ c. Meal
 - _____ d. Other

B. The Retired and Senior Volunteer Program will:

1. Provide necessary information to Volunteer Station staff prior to placement of volunteer(s) and at other times as the need arises.
2. Review acceptability/accessibility of volunteer(s) assignments and refer interested volunteer(s) to Volunteer Station.
3. Furnish time sheets for recording volunteer(s) hours.
4. Furnish copies of volunteer position description to Volunteer Station and RSVP file.
5. Furnish adequate accident, public and excess automobile liability insurance coverage as required by program policy.
6. Regularly confer with Volunteer Station to assess progress and needs of the program and volunteer(s).
7. Withdraw volunteer(s) from Volunteer Station upon volunteer(s), Volunteer Station or program request.
8. Understand this Memorandum of Understanding is good for one year from date on this form.

C. Special Provisions

1. This memorandum may be amended at any time by the parties.
 2. A signed copy of the Memorandum of Understanding will be supplied to the appropriate office.
 3. Neither volunteer(s) nor beneficiaries served will be discriminated against on the basis of handicap regarding employment or volunteer service practices, building/site access for program or the work station programs or activities. No one will be denied opportunities on the basis of sex, color, race, creed, national origin, religious persuasion, marital status or political belief.
-

NOTARY PAGE TO FOLLOW

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WINESS THEREOF, the Parties hereto have executed this Memorandum of Understanding (MOU) effective on the last date that the same is fully executed by the Parties as herein written.

County:

Joe Davis, III, Chairman

Date

STATE OF _____)

COUNTY OF _____)

I, _____ a Notary Public in and for said County, In said State, hereby certify that _____, Whose name as _____, and as the duly authorized Representative of the _____ is signed to the foregoing Memorandum of Understanding (MOU), who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

My Commission Expires: _____

RSVP:

RSVP Representative

Date

STATE OF _____)

COUNTY OF _____)

I, _____ a Notary Public in and for said County, In said State, hereby certify that _____, Whose name as _____, and as the duly authorized Representative of the _____ is signed to the foregoing Memorandum of Understanding (MOU), who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

My Commission Expires: _____

WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I, the undersigned participant, hereby sign this Waiver, Assumption of Risk and Indemnity Agreement (the "Agreement") in favor of the Baldwin County Emergency Management Agency ("BCEMA") and the Baldwin County Commission, a political subdivision of the State of Alabama (the "Commission") on behalf of myself, my personal representatives, heirs, administrators and assigns.

1. Release and Indemnity. In consideration of my participation in the Retired and Senior Volunteer Program, I waive and release all claims and causes of action against Baldwin County, Baldwin County Emergency Management Agency, the Baldwin County Commission, and their respective officers, agents, and employees, and agree to indemnify and hold harmless Baldwin County, Baldwin County Emergency Management Agency, the Baldwin County Commission, and their respective officers, agents, and employees, from and against all claims, including attorney fees, for any personal injury, temporary or permanent disability, including death, real or personal property loss, real or personal property damage, economic loss and/or other damages, of any kind related to or arising out of my participation in the Retired and Senior Volunteer Program, due to any cause whatsoever, including, without limitation, negligence on the part of BCEMA, exposure to COVID-19 or any future global pandemic or otherwise, while participating in the Retired and Senior Volunteer Program. I further acknowledge that the release of liability and indemnity obligations described herein shall not expire.

2. Voluntary Participation and Assumption of Risks. I understand and agree that my participation in the Retired and Senior Volunteer Program is voluntary. I further understand and voluntarily assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Retired and Senior Volunteer Program.

3. Identification of Risks. I understand that COVID-19, or likewise, any future global pandemic, poses a hazard to the health, safety, and welfare of the general public and that it is an extremely contagious disease, which can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and individuals with underlying medical conditions are especially vulnerable to COVID-19. An inherent risk of exposure to COVID-19 exists in all public places, even outdoors, where one is interacting or in close proximity to other persons which may occur while participating in the Volunteer Program. Given the close proximity of persons while volunteering, compliance with recommended social distancing standards may be difficult or not possible. All volunteers should keep each other healthy by wearing a mask at all times and staying home if he/she feels sick or has been exposed to someone with COVID-19.

4. Severability and Applicable Law. Each term and provision of this instrument shall be valid and enforced separately to the fullest extent permitted by law. This instrument shall be governed, and construed in accordance with the laws of the State of Alabama, with proper venue for any action lying in Baldwin County.

5. Acknowledgment of Understanding. I have read this Waiver and Indemnity Agreement and understand the terms used in it and their legal significance and acknowledge that the waiver and indemnity described herein is voluntarily given. My signature on this document is intended to bind not only myself, but also my successors, heirs, representatives, administrators, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective the date set forth below.

Participant: In exchange for being allowed to participate in the Retired and Senior Volunteer Program of the BCEMA, in Baldwin County, Alabama, I verify that I fully understand, agree to, and accept all provisions of this Waiver, Assumption of Risk, and Indemnity and agree to observe all safety rules and procedures implemented by the BCEMA and the Baldwin County Commission.

Date

Signature of Participant

Printed Name of Participant



MEMORANDUM OF UNDERSTANDING (MOU)

Baldwin County

VOLUNTEER STATION: EMERGENCY MANAGEMENT AGENCY

STATION ADDRESS: 23100 McAuliffe Drive
Robertsdale, AL 36567

STATION PHONE #: (251) 990-4605

This memorandum contains an outline of necessary provisions applicable to both the RSVP program and the Volunteer Station:

A. The Volunteer Station will:

1. Designate a coordinator to serve as liaison with RSVP office.
Coordinator's Name: _____
2. Religious/Political Activities: The Volunteer Station will not request or assign RSVP volunteers to conduct or engage in religious, sectarian or political activities.
3. Displacement of Employees: The Volunteer Station will not assign RSVP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
4. Maintain an RSVP file with a copy of this agreement and copies of volunteer position description for each RSVP volunteer.
5. Assure and instruct volunteer(s) about health and safety procedures for this station.
6. In consultation with RSVP staff, make investigation and reports regarding accidents and injuries involving any RSVP volunteer(s).
7. Provide adequate orientation, in-service instruction, or special training for the volunteer(s).
8. Furnish volunteer(s) with any material required for an assignment.
9. Collect and validate volunteer(s) signed time sheet by the end of each month.
10. Have the right to request removal of a volunteer(s) from service.
11. Provide some kind of support for the volunteer(s).
 - _____ a. Recognition (cards, awards, parties, luncheons, etc.)
 - _____ b. Special Parking Area
 - _____ c. Meal
 - _____ d. Other

B. The Retired and Senior Volunteer Program will:

1. Provide necessary information to Volunteer Station staff prior to placement of volunteer(s) and at other times as the need arises.
2. Review acceptability/accessibility of volunteer(s) assignments and refer interested volunteer(s) to Volunteer Station.
3. Furnish time sheets for recording volunteer(s) hours.
4. Furnish copies of volunteer position description to Volunteer Station and RSVP file.
5. Furnish adequate accident, public and excess automobile liability insurance coverage as required by program policy.
6. Regularly confer with Volunteer Station to assess progress and needs of the program and volunteer(s).
7. Withdraw volunteer(s) from Volunteer Station upon volunteer(s), Volunteer Station or program request.
8. Understand this Memorandum of Understanding is good for one year from date on this form.

C. Special Provisions

1. This memorandum may be amended at any time by the parties.
2. A signed copy of the Memorandum of Understanding will be supplied to the appropriate office.
3. Neither volunteer(s) nor beneficiaries served will be discriminated against on the basis of handicap regarding employment or volunteer service practices, building/site access for program or the work station programs or activities. No one will be denied opportunities on the basis of sex, color, race, creed, national origin, religious persuasion, marital status or political belief.

By signing this MOU, the Volunteer Station Representative certifies that the Volunteer Station is a:

- ☐ Public non-profit organization
☐ Private non-profit organization
☐ Proprietary health care agency

Volunteer Station Representative

Date

RSVP Project Director or Volunteer Coordinator

Date

NOTARY PAGE

IN WITNESS THEREOF, the Parties hereto have executed this Memorandum of Understanding (MOU) effective on the last date that the same is fully executed by the Parties as herein written.

County:

Joe Davis, III, Chairman

Date

STATE OF _____)

COUNTY OF _____)

I, _____ a Notary Public in and for said County, In said State, hereby certify that _____, Whose name as _____, and as the duly authorized Representative of the _____ is signed to the foregoing Memorandum of Understanding (MOU), who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

My Commission Expires: _____

RSVP:

RSVP Representative

Date

STATE OF _____)

COUNTY OF _____)

I, _____ a Notary Public in and for said County, In said State,
hereby certify that _____, Whose name as _____,
and as the duly authorized Representative of the _____ is
signed to the foregoing Memorandum of Understanding (MOU), who is known to me,
acknowledged before me on this day that, being informed of the contents of the Agreement,
he/she, as such officer and with full authority, executed the same voluntarily for and as the act of
said entity.

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

Notary Public

My Commission Expires: _____



Baldwin County Commission

Agenda Action Form

File #: 21-1050, **Version:** 1

Item #: BL1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Allison Owens, Chief Administrative Assistant

ITEM TITLE

Alabama Department of Corrections (ADOC) Loxley Community Work Center - Work Squad Agreement

STAFF RECOMMENDATION

Approve the attached Work Squad Agreement with the Alabama Department of Corrections Loxley Community Work Center for inmate workers to assist the Solid Waste Department. (The term of the agreement shall begin on July 26, 2021, and shall continue for one (1) year. Upon mutual agreement of the parties, the agreement may be renewed.)

BACKGROUND INFORMATION

Previous Commission action/date: Annual Agreement

Background: The Alabama Department of Corrections is requesting a Work Squad Agreement with Baldwin County for the services of inmates. The Baldwin County Solid Waste Magnolia Landfill will have an agreement with the Loxley Work Center.

FINANCIAL IMPACT

Total cost of recommendation: \$15.00 per day per inmate, as needed

Budget line item(s) to be used: 51054300 51500 Contract Services

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: Standard Work Squad Agreement used by the Alabama Department of Corrections.

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff have the agreement executed by the Chairman and County Administrator.

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

Contact:

Warden Sharon Folks
Alabama Department of Corrections
Loxley Community Work Center
Post Office Box 1030
Loxley, Alabama 36551

Additional instructions/notes: N/A

WORK SQUAD AGREEMENT

This Work Squad Agreement has been entered into by Baldwin County Commission by and through Magnolia Landfill ("Agency") and the Alabama Department of Corrections Loxley C.W.C. ("Institution" or "ADOC").

RECITALS

WHEREAS, Agency is in need of workers to assist in general services; and,
WHEREAS, the ADOC has within its custody certain inmates who are capable of providing the services requested by Agency.

NOW, THEREFORE, the Parties agree to execute the following Work Squad Agreement as follows:

TERMS

1. TERM. The term of this Agreement shall begin on July 26, 2021, the date last signed below, and shall continue for one (1) year. Thereafter, upon mutual agreement of the Parties, it may be renewed.
2. SUPERVISOR PLAN. Prior to executing this Agreement, the Agency warrants that it has submitted a Supervisor Plan on the attached Form indicating the type of work requested, the number of inmates requested, location that the work is needed, and a proposed schedule that the inmates are needed. That Supervisor Plan is attached hereto, and adopted herein. By his/her signature below, the Warden certifies that he/she, or his/her designee, has reviewed and approved that Supervisor Plan. The Supervisor Plan may be changed without formally amending this Agreement, provided that, the Warden or his designee approves any changes, including location of the work, prior to implementing the new plan and such changes are in writing and made part of this Agreement. At no time shall the work performed be in another state. Failure of the Agency to comply with this provision shall be considered a breach to this Agreement, and may be grounds for immediate termination, in the sole discretion of the ADOC.
3. NUMBER. The ADOC will make available to Agency the number of inmates in the approved Supervisor Plan to assist Agency with the tasks specified in that plan. The ADOC shall make a good faith effort to provide the prescribed number of inmates. Agency expressly understands that the prescribed number of inmates may not be available for work on every day requested. Absent a showing of bad faith, failure of the ADOC to provide the prescribed number of inmates according to the agreed upon schedule shall not be considered a breach of this Agreement. In the event of shortage, the ADOC will give Agency notice as soon as is practical.
4. SCHEDULE. Any change in the proposed schedule and the frequency with which the inmates are provided shall be agreed upon by the Warden or his designee and the Agency Supervisor/Representative at least seven (7) days in advance of the planned change.
5. PAYMENT. In consideration of providing the inmates to Agency, Agency shall pay the ADOC fifteen 15.06 dollars (\$ 15.06) per inmate, per day. For the purposes of this Agreement, any portion of

any calendar day shall be considered a full day. Additional charges may apply, according to the transportation option selected below. The ADOC shall submit a monthly invoice to Agency, and that invoice shall be paid no more than thirty (30) days after the date of that invoice. In the event that payment has not been received within sixty (60) days, no inmates will be provided until the account has been made current.

6. **TRANSPORTATION.** Timing of the transportation of inmates to and from the work site will be coordinated between the Agency Supervisor/Representative and the Institutional Contact Person. In considering the timing of the pick-up or drop-off of inmates, Agency should allow time for check-in/out procedures at the Institution. The transportation to and from the work site shall be provided by [choose one] ☒ Agency ☐ ADOC (additional charge of \$5.00 per inmate, per day if transported by the ADOC).
7. **SUPERVISION.** At all times, the inmates shall be supervised by an employee of Agency who has already completed the training course offered periodically by the ADOC. No supervision will be provided by any ADOC employee. The ADOC may, from time to time, request that an employee, who has already completed training, also complete follow-up training courses, at the ADOC's sole discretion. The ADOC shall provide these courses at no cost to Agency. In supervising the inmates, Agency agrees to follow all applicable rules, regulations, and/or standard operating procedures of the ADOC or Institution, including but not limited to, AR 320, Inmate Work Squad Safety Near Roadways, and AR 439, Inmates Working on Community Projects, attached and adopted herein. Failure to follow any rule or regulation of the ADOC may result in immediate termination of the Agreement in the sole discretion of the ADOC.
8. **PROHIBITED INMATE CONDUCT.** Agency shall require inmates to obey all rules and regulations including but not limited to those rules listed in the above-mentioned regulations. If an inmate fails to follow any rule, or refuses to work as requested, notice shall be given in writing, to the Institution Contact Person upon the inmate's return to the Institution. Additionally, inmates shall not have access to cellular phones, illegal or synthetic drugs, or alcohol for any reason. Agency understands that any person who provides any of these items or any other contraband will result in investigation by the ADOC Investigations and Intelligence Division and may result in criminal prosecution. Agency agrees to notify the ADOC in the event that such activity is suspected. Failure of the Agency to comply with this Section may, in the sole discretion of the ADOC, result in immediate termination of this Agreement.
9. **PROTECTIVE EQUIPMENT.** Agency shall require all inmates working on any squad to wear protective equipment associated with the directed task. Agency shall provide the inmates with the protective equipment. Failure of an inmate to use the protective equipment shall be considered a failure to follow the rules and regulations, and the ADOC shall be notified.
10. **MEDICAL.** In the event of injury or illness of an inmate while on the work squad, Agency shall immediately contact the Warden of the Institution or the Institutional Contact Person, and the

ADOC will immediately pick-up that inmate from the work site. In the event of serious or life-threatening injury, Agency shall first notify the proper emergency authorities (including, but not limited to, an ambulance service) and then contact the ADOC as soon as possible. Agency will not be responsible for the payment of any medical expenses.

11. **TERMINATION.** Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement without cause with thirty (30) days written notice to the other party.
12. **NOTICE.** Notices shall be made to the persons designated below in the included contact information as the Institutional Contact Person and Agency Supervisor/Representative.
13. **NO ASSIGNMENT.** At no time shall Agency assign its rights or obligations under this Agreement. Inmates shall only be utilized by the Agency pursuant to the approved Supervision Plan. Subcontracting, providing, sending, or loaning inmates to another entity in any way, or allowing inmates to work on private land or for private use, will be considered a breach of this Agreement, and the ADOC may terminate this Agreement immediately.
14. **ADR.** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this contract be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect. For any and all monetary disputes, Agency agrees that its sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution.
15. **COMPLIANCE.** The Parties agree, and hereby acknowledge, that all terms, covenants and conditions, or actions taken under this Agreement shall comply with all applicable State, Federal, or local laws, including the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this 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.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"), any type of sexual contact with or sexual harassment of an inmate in

the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony - -custodial sexual misconduct. See Also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the Institution, or his designee.

16. **MERGER.** The parties agree that this Agreement, the Supervisor Plan (and any approved amendments thereof), and all attached Administrative Regulations and/or Standard Operating Procedures make up the entire agreement between the Parties. Any changes, amendments (other than amendments to the Supervisor Plan), and / or extensions shall be in writing and signed by both parties to be binding.

Agency Representative

Joe Davis III, Chairman

Wayne Dyess, County Administrator

Printed Name

Date

ADOC Warden/Designee

Printed Name

Date

CONTACT INFORMATION

Johnny Portis/Sergeant

ADOC Warden's Designee/
Institutional Contact Person

251-964-5044

Phone

Mark Branch

Agency Supervisor/Representative

251-680-4260

Phone

Baldwin County Solid Waste Department Magnolia Landfill

15140 County Road 49

Summerdale, AL 36580

*Additional contacts, designees, and/or supervisors, or updated contact information, may be added as needed without formal amendment, but shall be attached hereto.

SUPERVISOR PLAN

Date Requested: July 26, 2021

Name of ADOC Institution: Loxley C.W.C.

Name of Agency: Baldwin County Commission by and through Magnolia Landfill

Name of Supervisor(s)/Representative(s): Mark Branch/David Deyton

Type of work needed:

Unload debris at dump site, vehicle maintenance, welding, landscaping, general labor

**The work shall only be for the Agency submitting this plan. No work for other entities or private individuals associated with the Agency will be approved.*

Number of inmates requested: 4

Location of Work Site: Magnolia Landfill, MacBride Landfill, Bay Minette Transfer Station, or Eastfork Landfill

** No request for work on private lands will be approved. No request for work outside of the State of Alabama will be approved.*

Proposed Schedule (for example, monthly, weekly, daily, weekdays, etc.):

Weekly - Monday through Friday; Occasional Saturdays

**Additional information may be provided on a separate page, if needed.*

Agency Supervisor/Representative Signature: _____

Approved: _____

Warden/Designee

Date: _____

RULES FOR INMATES ASSIGNED TO COMMUNITY WORK SQUADS

In order to assist you in your assignment, the following requirements are provided for your information. You will be responsible for compliance.

1. Inmates will perform all work to which he/she is assigned in a satisfactory and acceptable manner.
2. Inmates will obey all rules and regulations of the Department and the Institution while working on a community work squad.
3. Inmates are lawfully incarcerated while working outside the institution. The limits of confinement have merely been extended. Being in an unauthorized area, or unauthorized absence from your squad/assignment, constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor.
4. Inmates working outside of the institution shall restrict their verbal communication to department staff, job supervisor, and other inmates only. An inmate may make a brief and polite response when any person other than an inmate, departmental employee, or job supervisor initiates a conversation. Waving to, gesturing to, or calling out at passing persons or vehicles is strictly prohibited.
5. Inmates will not give, sell, transmit, or otherwise transfer any article or item to another person while working outside the Institution.
6. An inmate who introduces or attempts to introduce, or to take from the institution, any item of contraband shall be in violation of Department rules and State statute. Any item found by an inmate during the course of the workday is contraband and shall be immediately turned over to the job supervisor.
7. Inmates will not possess, or attempt to possess, any intoxicant, narcotic, unauthorized drug, drug paraphernalia, stimulant, or depressant. Any such item found during the workday shall be turned over to the job supervisor immediately.
8. Inmates will obey the orders and instructions of their work supervisor(s).
9. Inmates must wear white (DOC issued) clothing, in accordance with the Inmate Rule Book. Only authorized clothing will be worn. The clothing will be clean; the buttons will be buttoned, shirttails will be tucked into trousers, and trousers will be worn no lower than the waistline. No free world caps will be worn.
10. Inmates will not be allowed to have visitors at the job site.

Handout #1 (Continued)

11. Inmates will not be allowed to drive vehicles unless authorized by the warden.
12. Inmates are not allowed to work on personal property of any description while at the job site.
13. Inmates will not consume or have any drugs or alcoholic beverages in their possession.
14. Inmates are not allowed to work or be on private land at any time (except as established by Alabama Code Sections 1-5-30 through 1-5-34).
15. Radios will not be allowed at the work site.
16. Books, magazines, or newspapers will not be allowed at the work site.
17. An inmate may not possess any keys, except in the performance of his/her job.
18. Personal hygiene will be maintained by each inmate at all times.

**RULES AND KEY ISSUES FOR DEPARTMENTAL
AND NON-DEPARTMENTAL SUPERVISORS**

1. Supervisors shall keep inmates under supervision at all times and shall ensure all inmates are present and accounted for at all times.
2. An inmate is not allowed in any business, private building (house), or private vehicle at any time. Supervisors shall not allow inmates in stores to make purchases.
3. Do not buy, sell, or give anything to an inmate or give an inmate anything from someone else. Do not receive, take, or sell anything for an inmate. Do not lend money to or borrow money from an inmate. Except for tools, equipment, materials, and supplies issued to the inmate that are returned to you, or contraband the inmate finds and turns over to you, do not accept any item(s) the inmate may want to give you.
4. Supervisors shall not allow an inmate to receive any visits, make telephone calls or mail anything, possess money orders, nor carry on conversations with civilians while away from the institution.
5. Remember "Safety at all Times." Orientate each inmate on the use of equipment—regardless of the inmate's claim of having had prior experience in the use of gasoline or electronically powered equipment—before allowing him/her to use it.
6. No supervisor shall allow an inmate to stand up in a vehicle while the vehicle is in motion. The supervisor shall not operate vehicles or equipment in an unsafe or reckless manner. Seatbelts, as provided, will be used at all times when the vehicle is in motion. The supervisor shall not allow an inmate to operate a vehicle or equipment that requires a driver's license.
7. If an inmate declares a medical emergency or has a minor injury, contact the Department of Corrections. If the injury is life threatening, you will need to call for medical aid (ambulance), advising the institution immediately. Remember, in all instances, use "Good Judgment."
8. If you think you are missing an inmate, do not send another inmate to look for him. Cease work and gather all inmates on your squad in one location and, without leaving the remaining inmates unattended, determine whether the missing inmate can be located. If you are unable to locate the missing inmate, do not leave the remaining inmates alone. Notify your institution contact person immediately and notify your supervisor.
9. An inmate is lawfully incarcerated while outside the institution; the limits of confinement have simply been extended. However, being in an unauthorized area or unauthorized absence from his squad or assignment constitutes an escape. An inmate shall not depart the place where he is assigned to work, except with the specific authorization of his immediate supervisor. At any given time in the course of supervising inmates, an escape may occur. Should you experience an escape (or missing inmate) the below procedures are to be followed:

Handout #2 (Continued)

- a. If an inmate escapes, cease work and gather all of your remaining inmates in one location; do not leave them alone. Notify your institution contact person immediately and notify your supervisor.
 - b. Give a verbal command to "Stop;" however, do not try to physically stop the inmate.
 - c. Note the direction in which the escapee was headed if known, or last known location.
 - d. If a vehicle is used in an escape, note color, make/model, tag number, description, number of occupants, and any other pertinent information.
 - e. Immediately contact your supervisor and DOC contact person and report the situation. If for some reason you cannot reach the institution, contact 911 and then resume your efforts to reach the institution.
 - f. Secure the area by grouping the inmates in a designated area/vehicle and stay with your squad.
 - g. Avoid contaminating the area (i.e., walking around wooded areas, lots and possibly disturbing tracks which may be able to be picked up by the K-9 team).
 - h. If it becomes necessary to leave the area prior to the arrival of correctional supervisors, mark the area.
 - i. Record events accurately in writing as soon as possible.
10. Simple guide to writing a report containing the information usually needed:
- a. **WHO** – inmate and/or person(s) involved
 - b. **WHAT** – what took place/what did you do
 - c. **WHEN** – date and time
 - d. **WHERE** – location of events or situation
 - e. **HOW** – how did the incident take place
11. Inmate supervisors shall remain alert and observant of any unusual occurrence. Any unusual occurrence, incident, emergency, or disciplinary situation shall be immediately reported to the correctional institution contact person and your supervisor. If your supervisor is contacted first, the institution contact person must still be notified. Initial reporting of an unusual incident is verbal. Required paperwork should be completed by the end of that day. Disciplinary Reports, Incident Reports, and Reports of Injury are examples of reports that must be written and turned in the date of occurrence to your facility contact person. Questions concerning whether an incident requires documenting should be discussed with your immediate supervisor and, if further review is necessary, obtain assistance from your facility contact person.
12. Supervisors shall not allow inmates to pickup or obtain contraband and/or introduce contraband on State property. Contraband is defined as any item(s) not issued or approved by the institution. You, as the inmate supervisor, may not give or provide an item(s) to an inmate that is not work related without authorization from the Department. Any item of contraband found by an inmate during the course of the workday is contraband and shall be immediately turned over to the inmate supervisor.
13. Supervisors shall not be disrespectful to, harass, curse at, or physically abuse an inmate. A supervisor shall not show favoritism between inmates, fraternize with inmates, or play one inmate against another.

Handout #2 (Continued)

14. Supervisors shall not allow inmates to be disrespectful or threaten them or other civilians, commit obscene acts, steal, talk back, make slurred remarks, or engage in horseplay, etc. Inmates are to address supervisors appropriately.
15. Supervisors shall manage inmates in such a manner as to induce good work habits, command the respect of inmates, and cause each inmate to complete the same amount of work.
16. Each inmate is expected to be dressed properly at all times in clothing (shirt, pants, underwear, socks, and shoes) that is issued to the inmate by the Department. No other clothing shall be given to the inmate, except required safety items, such as hard hats, raincoats, safety vests, and other specialized clothing required for work. Inmates shall not be allowed to work without their State uniform shirt on.
17. Supervisors shall check out inmates at the institution at the agreed upon time. Supervisors shall return to the institution at the agreed upon time with the assigned number of inmates.
18. Gambling of any kind by staff or inmates is strictly prohibited.
19. Drugs and/or alcoholic beverages are strictly prohibited.
20. Ensure all safety requirements are adhered to at all times.
21. Inmate work squads shall not be placed on a work site at a school, community center, or any site where minors are usually present, unless minors are not on the premise while the inmate squad is present.

LETTER OF UNDERSTANDING

This entity is committed to ensuring that compliance with the Manual on Uniform Traffic Control (MUTCD) will be accomplished as a requirement for assignment of an inmate work squad to perform tasks near a roadway. In addition, entities will commit to the Alabama Department of Corrections requirements to provide the required safety equipment to inmate work squads, provide safety training to inmates operating equipment, attend inmate work squad supervisor orientation and have a representative attend quarterly training sessions.

Government Agency

Address

Government Official

City, State, Zip Code

Date

Telephone

Authorized Institutional Official

Institution

Date

Approved/Denied

Annex A to AR 320 – November 20, 2003



Baldwin County Commission

Agenda Action Form

File #: 21-0981, **Version:** 1

Item #: BL2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Allison Owens, Chief Administrative Assistant

ITEM TITLE

Baldwin County Solid Waste Collection and Disposal Services in Certain Areas within the Municipal Limits of City of Bay Minette

STAFF RECOMMENDATION

Take the following action:

Acknowledge receipt of the City of Bay Minette Resolution #0621-03, adopted June 7, 2021, by the City of Bay Minette for the Baldwin County Solid Waste Department to perform garbage collection and disposal services in certain areas within the municipal limits of the City of Bay Minette, specifically 10190 D'Olive Street, Bay Minette, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background: In compliance with Code of Alabama 1975, Section 22-27-3, the City of Bay Minette provides express consent to the provision of solid waste collections and disposal services in designated service areas within the municipal limits by the Baldwin County Commission to ensure continuing and uninterrupted provision of solid waste collection and disposal services inside the corporate limits and; the City of Bay Minette shall provide the Baldwin County Commission with no less than six (6) months prior notice of any withdrawal by the City of the consent set forth by the resolution or if the City elects to undertake different or supplemental arrangements for the provision of solid waste collections and disposal services within the Designated Service Areas.

The Baldwin County Commission is the duly formed governing body of Baldwin County, Alabama, which established and operates a reliable and efficient solid waste program under the authority of the Solid Wastes and Recyclable Materials Management Act, Ala. Code Section 22-27-1, et seq., (1975), as amended, and which is capable of providing solid waste collection and disposal services throughout Baldwin County, Alabama, including within the municipal limits of the City of Bay Minette.

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: Brad Hicks, County Attorney, drafted Resolution #0621-03.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? No

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

RESOLUTION NO. 0621-03

A RESOLUTION CONSENTING TO AND AUTHORIZING THE PROVISION OF SOLID WASTE COLLECTION AND DISPOSAL SERVICES BY THE BALDWIN COUNTY COMMISSION IN DESIGNATED SERVICE AREAS WITHIN THE MUNICIPAL LIMITS OF THE CITY OF BAY MINETTE, ALABAMA

WHEREAS, the City of Bay Minette ("City") is a duly incorporated municipality in Baldwin County, Alabama; and

WHEREAS, the Baldwin County Commission is the duly formed governing body of Baldwin County, Alabama, which established and operates a reliable and efficient solid waste program under the authority of the Solid Wastes and Recyclable Materials Management Act, Ala. Code Section 22-27-1, et seq., (1975), as amended, and which is capable of providing solid waste collection and disposal services throughout Baldwin County, Alabama, including within the municipal limits of the City of Bay Minette; and

WHEREAS, Ala. Code Section 22-27-1, et seq., (1975), provides that county commissions may provide solid waste collection and disposal services within the corporate limits of a municipality if the express consent of such municipality is granted; and

WHEREAS, the City is in need of the provision of solid waste collection and disposal services with certain areas within the municipal limits of the City; and

WHEREAS, based on the current respective resources and abilities of the County Commission and the City, the City finds and concludes that the Baldwin County Commission is most capable of efficiently and reliably providing solid waste collection and disposal services within certain areas of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAY MINETTE, ALABAMA, AS FOLLOWS:

SECTION 1. The City hereby consents, pursuant to Ala. Code Section 22-27-3 (1975), as amended, to the provision of solid waste collections and disposal services by the Baldwin County Commission and its assigns within certain areas of the City's municipal limits, such areas ("Designated Service Areas") to be designated in the manner outlined in Section 2, to ensure the continuing and uninterrupted provision of solid waste collection and disposal services.

SECTION 2. When the City determines that it is in the best interests of the City for a certain area or certain areas within the City's municipal limits to be served by the Baldwin County Commission or its assigns, the City shall submit to the Baldwin County

Commission a request in writing that identifies such areas and requests that the Baldwin County Commission or its assigns provide solid waste collections and disposal services. Such request shall reference this Resolution and evidence the City's express consent to service by the Baldwin County Commission or its assigns to said areas.

SECTION 3. If the Baldwin County Commission or its assigns agree in writing to provide solid waste collections and disposal services to the requested area(s) within thirty (30) days of receipt of the request from the City, the requested areas shall become Designated Service Areas, within which the City will have expressly consented to service.

SECTION 4. If the Baldwin County Commission or its assigns have not agreed in writing to provide solid waste collections and disposal services to the requested area(s) within thirty (30) days, the request will be deemed denied.

SECTION 5. The City hereby grants all approvals required or deemed necessary under all applicable state or local laws, rules and regulations and hereby waives any fees or charges associated with the service in the Designated Service Areas.

SECTION 6. The City shall provide the Baldwin County Commission with not less than six months prior notice of any withdrawal by the City of the consent herein provided, or if the City elects to undertake different or supplemental arrangements for the provision of solid waste collections and disposal services within the Designated Service Areas.

SECTION 7. This Resolution shall become effective upon its adoption.

Passed, Adopted, and approved this 7th day of June 2021.



Robert A. Wills; Mayor

ATTEST:



Rita Diedtrich, City Clerk

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, Rita Diedtrich, City Clerk of the City of Bay Minette, Alabama, do hereby certify that the above and foregoing is a true and exact copy of a resolution lawfully passed and adopted by the Bay Minette City Council, at its meeting held on the 7th day of June 2021, and that said Resolution is on file in the office of the Bay Minette City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Bay Minette, on this the 7th day of June 2021.



Rita Diedtrich, City Clerk






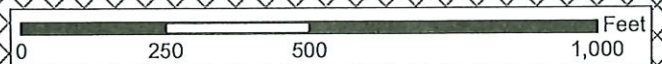
Attachment A
Consent for Solid Waste Collection by the
Baldwin County Commission
June 7, 2021
Address: 10190 D'Olive Street
PIN: 75096
Property Owner: William Beasley

D'OLIVE ST

10190 D'Olive Street
PIN 75096

Legend

-  Road Centerlines
-  BC Revenue Parcels
-  Bay Minette





Baldwin County Commission

Agenda Action Form

File #: 21-1077, **Version:** 1

Item #: BN1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 8)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.030 acres on Bengston Road (Tract 8) as a right-of-way donated to Baldwin County by Matthew Jeffords and Hannah Lee Anne Jeffords on January 6, 2021 (Instrument No. 1881939 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 January 6, 2021, the Baldwin County Highway Department accepted a right-of-way donation on Bengston Road from Matthew Jeffords and Hannah Lee Anne Jeffords.

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 executed 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 Matthew and Hannah Lee Anne Jeffords and send copy to Debra Morris and Tate Chalfant.

Contact:
Mr. Matthew and Ms. Hannah Lee Anne Jeffords
21519 Bengston Road
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**
► **Go to www.irs.gov/Form8283 for instructions and the latest information.**

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Matthew Jeffords & Hannah Lee Anne Jeffords

Identifying number

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.030 acres for County Road ROW	Very Good	
B			
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Matthew Jeffords & Hannah Lee Anne Jeffords

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ► _____

Date ► _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ► _____

Date ► _____

Appraiser name ► _____

Title ► _____

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► January 6, 2021

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ☐ Yes ☒ No

Name of charitable organization (donee)

Employer identification number

Baldwin County Commission

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

312 Courthouse Square, Suite 11

Bay Minette, Alabama 36507

Authorized signature


Title
Chairman

Date

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0203716 
Bengston Road
G, D, B & Pave from the
Baldwin Beach Express to EOM
05-48-02-10-0-000-005.005
Tract No. 8

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Matthew Jeffords and Hannah Lee Anne Jeffords, husband and wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 4 East, identified as Tract Number 8 on Bengston Road, Project No. 0203716 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southwest corner of the Southwest Quarter of the Northwest Quarter of Section 10, Township 6 South, Range 4 East, in Baldwin County, Alabama;

Thence N89°43'49"E along the south line of said Quarter/Quarter and being the Half Section line a distance of 2791.23 feet to a point;

Thence N0°00'00"W leaving the south line of said Half Section a distance 22.04 feet to the grantor's southwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N0°04'28"W along the grantor's west property line a distance of 15.00 feet to a point on the acquired R/W line;

Thence N89°39'29"E along the acquired R/W line a distance of 130.45 feet to a point on the grantor's east property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 1/ 7/2021 9:15 AM
TOTAL \$ 0.00
5 Pages

1881939



Thence S0°05'31"W along the grantor's east property line a distance of 15.00 feet to the grantor's southeast property corner;

Thence S89°39'29"W along the grantor's south property line a distance of 131.85 feet to the Point of Beginning of the property herein conveyed and containing 0.030 acres, more or less.

****(0.025 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.005 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.

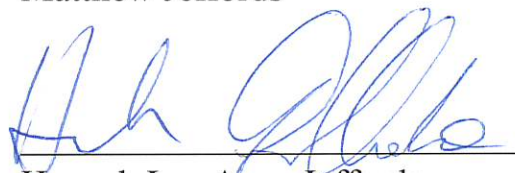
TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

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 6th day of January, 2021.


Matthew Jeffords


Hannah Lee Anne Jeffords

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Matthew Jeffords and Hannah Lee Anne Jeffords, 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 January, 2021.

Tate Chalfant
NOTARY PUBLIC



Commission Expires: _____

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS
TO APPRAISAL AND JUST COMPENSATION
AND RIGHT-OF-ENTRY

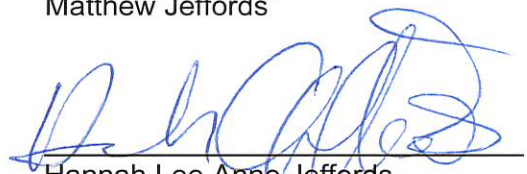
G, D, B, & Pave Bengston Rd
From Baldwin Beach Express to EOM
Project No. 0203716
Tract No. 168 TC

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the
6 day of January, 2021.


Matthew Jeffords


Hannah Lee Anne Jeffords

ACKNOWLEDGMENT

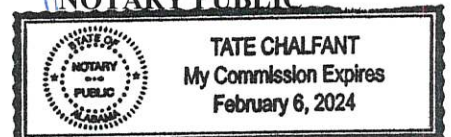
STATE OF ALABAMA)

COUNTY OF BALDWIN)

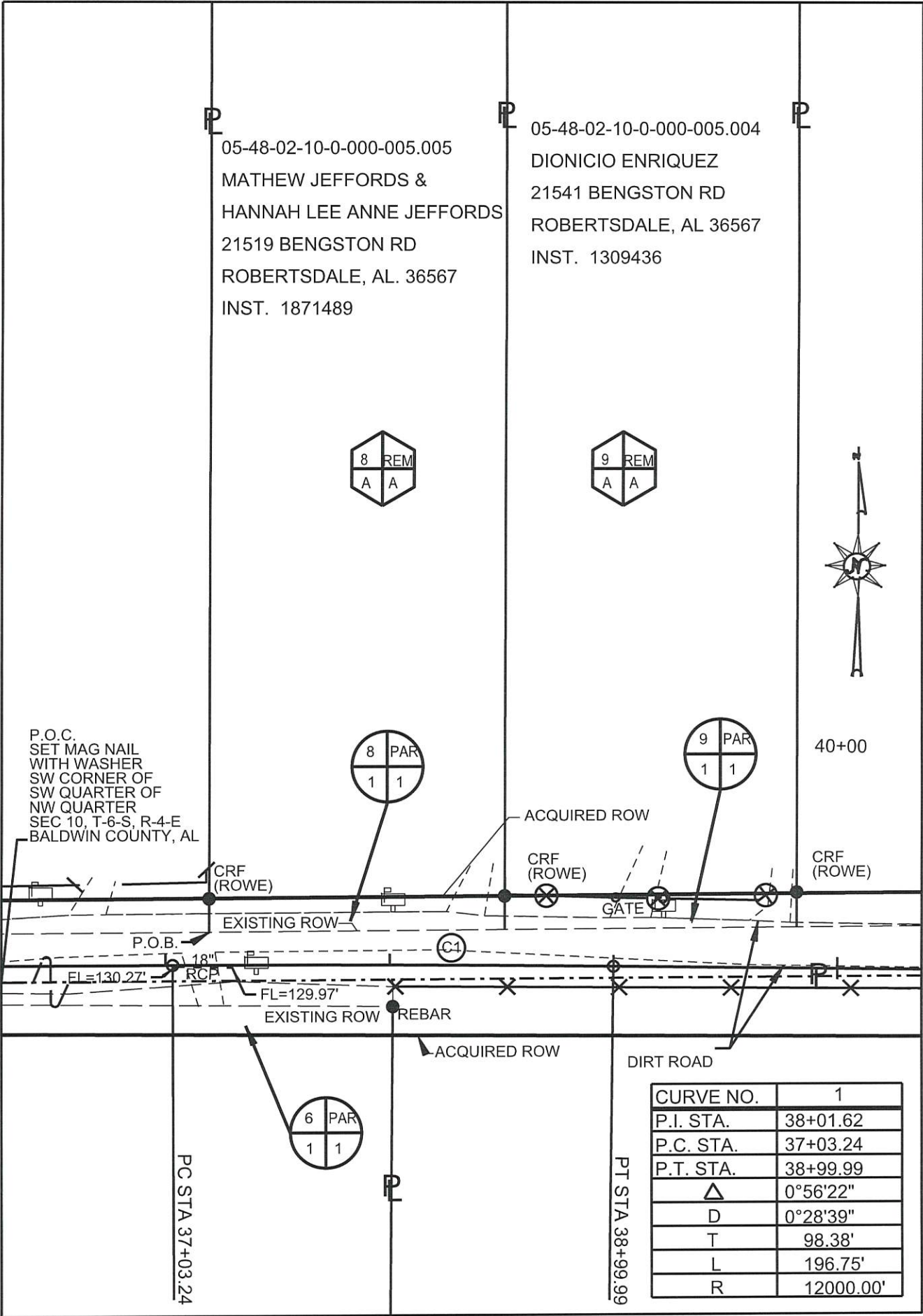
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Matthew Jeffords and Hannah Lee Anne Jeffords, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6 day of January, 2021.


NOTARY PUBLIC



Commission Expires: _____



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 8

OWNER MATHEW & HANNAH LEE ANNE JEFFORDS

TOTAL ACREAGE 3.033

R.O.W. REQUIRED 0.030

PRESCRIPTIVE R.O.W. 0.025

T.C.E. REQUIRED N/A

REMAINDER 3.003

PROJECT NO. 0203716

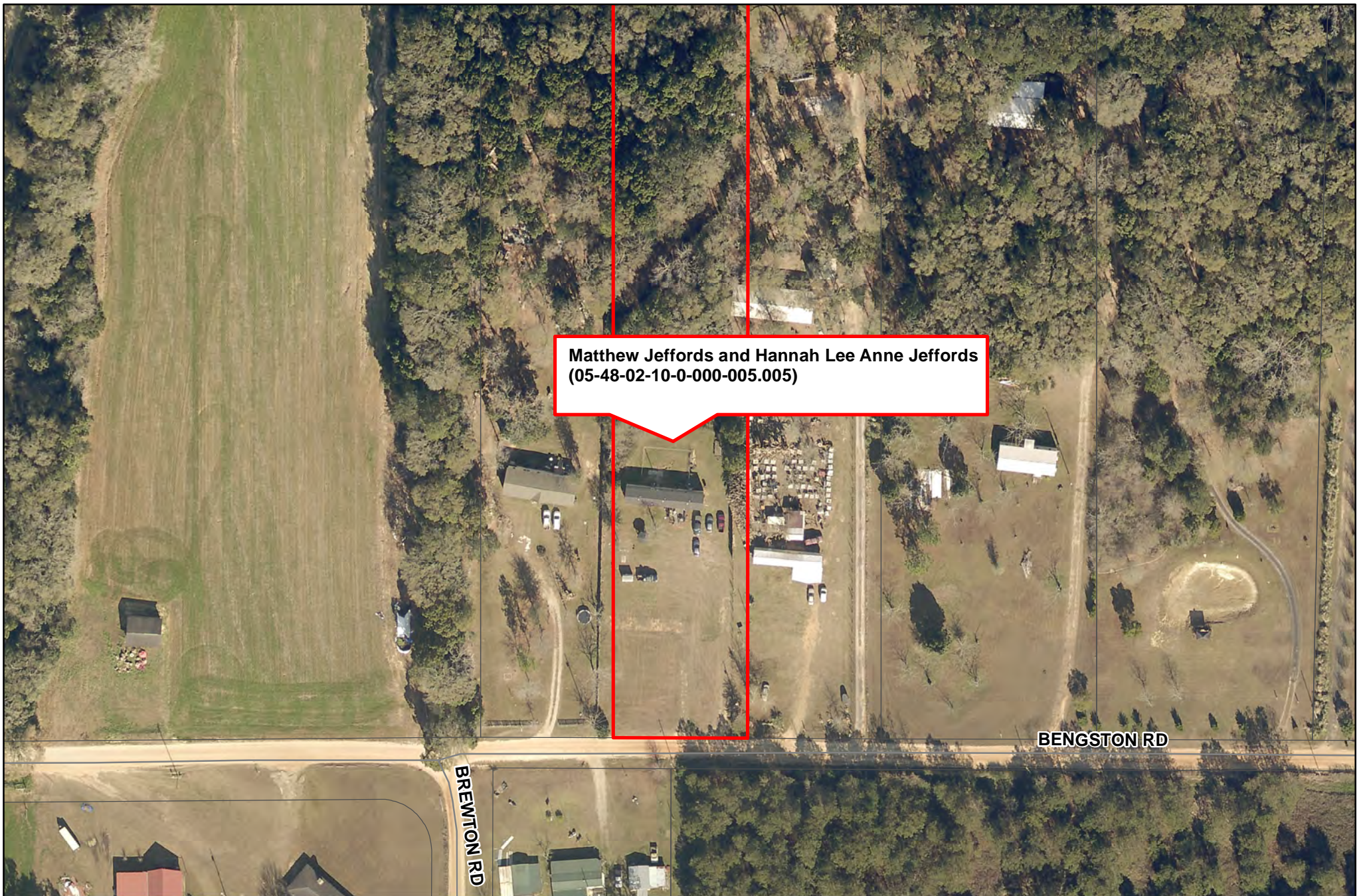
COUNTY BALDWIN

SCALE: 1"=60'

DATE: 11-23-2020

REVISED: N/A

SHEET : 1 OF 1



Matthew Jeffords and Hannah Lee Anne Jeffords
(05-48-02-10-0-000-005.005)



BENGSTON ROAD (TRACT 8)





Baldwin County Commission

Agenda Action Form

File #: 21-1078, **Version:** 1

Item #: BN2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 9)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.023 acres on Bengston Road (Tract 9) as a right-of-way donated to Baldwin County by Dionicio Enriquez and Angelica Hernandez on January 28, 2021 (Instrument No. 1889433 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 January 28, 2021, the Baldwin County Highway Department accepted a right-of-way donation on Bengston Road from Dionicio Enriquez and Angelica Hernandez.

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 Dionicio Enriquez and Angelica Hernandez and send copy to Debra Morris and Tate Chalfant.

Contact:
Mr. Dionicio Enriquez and Ms. Angelica Hernandez
21541 Bengston Road
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**
► **Go to www.irs.gov/Form8283 for instructions and the latest information.**

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Dionicio Enriquez and Angelica Hernandez

Identifying number

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.023 acres for County Road ROW	Very Good	
B			
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Dionicio Enriquez and Angelica Hernandez**Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—**

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of taxpayer (donor) ►

Date ►

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here

Appraiser signature ►

Date ►

Appraiser name ►

Title ►

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► January 28, 2021

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ☐ Yes ☒ No

Name of charitable organization (donee)

Employer identification number

Baldwin County Commission

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

312 Courthouse Square, Suite 11Bay Minette, Alabama 36507

Authorized signature

Title
Chairman

Date

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0203716
Bengston Road
G, D, B & Pave from the
Baldwin Beach Express to EOM
05-48-02-10-0-000-005.004
Tract No. 9

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 2/ 8/2021 2:08 PM
TOTAL \$ 0.00
5 Pages

1889433

**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), Dionicio Enriquez and Angelica Hernandez, husband and wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 4 East, identified as Tract Number 9 on Bengston Road, Project No. 0203716 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southwest corner of the Southwest Quarter of the Northwest Quarter of Section 10, Township 6 South, Range 4 East, in Baldwin County, Alabama;

Thence N89°43'49"E along the south line of said Quarter/Quarter and being the Half Section line a distance of 2923.02 feet to a point;

Thence N0°00'00"W leaving the south line of said Half Section a distance 21.17 feet to the grantor's southwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N0°04'17"E along the grantor's west property line a distance of 15.00 feet to a point on the acquired R/W line;

Thence N89°39'29"E along the acquired R/W line a distance of 130.45 feet to a point on the grantor's east property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

5

Thence S0°05'31"W along the grantor's east property line a distance of 15.00 feet to the grantor's southeast property corner;

Thence S89°39'29"W along the grantor's south property line a distance of 130.45 feet to the Point of Beginning of the property herein conveyed and containing 0.023 acres, more or less.

****(0.013 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 28 day of January, 2021.

Dionicio ENRIQUEZ-R
Dionicio Enriquez

Angelica Hernandez
Angelica Hernandez

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

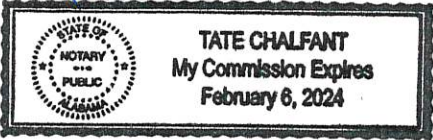
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Dionicio Enriquez and Angelica Hernandez, 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 28 day of January, 2021.

Tate Chalfant

NOTARY PUBLIC



Commission Expires: _____

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS
TO APPRAISAL AND JUST COMPENSATION
AND RIGHT-OF-ENTRY

G, D, B, & Pave Bengston Rd
From Baldwin Beach Express to EOM
Project No. 0203716
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 28 day of January, 2021.

Dionicio Enriquez R
Dionicio Enriquez

Angelica Hernandez
Angelica Hernandez

ACKNOWLEDGMENT

STATE OF ALABAMA)

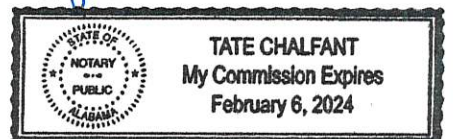
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Dionicio Enriquez and Angelica Hernandez, 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.

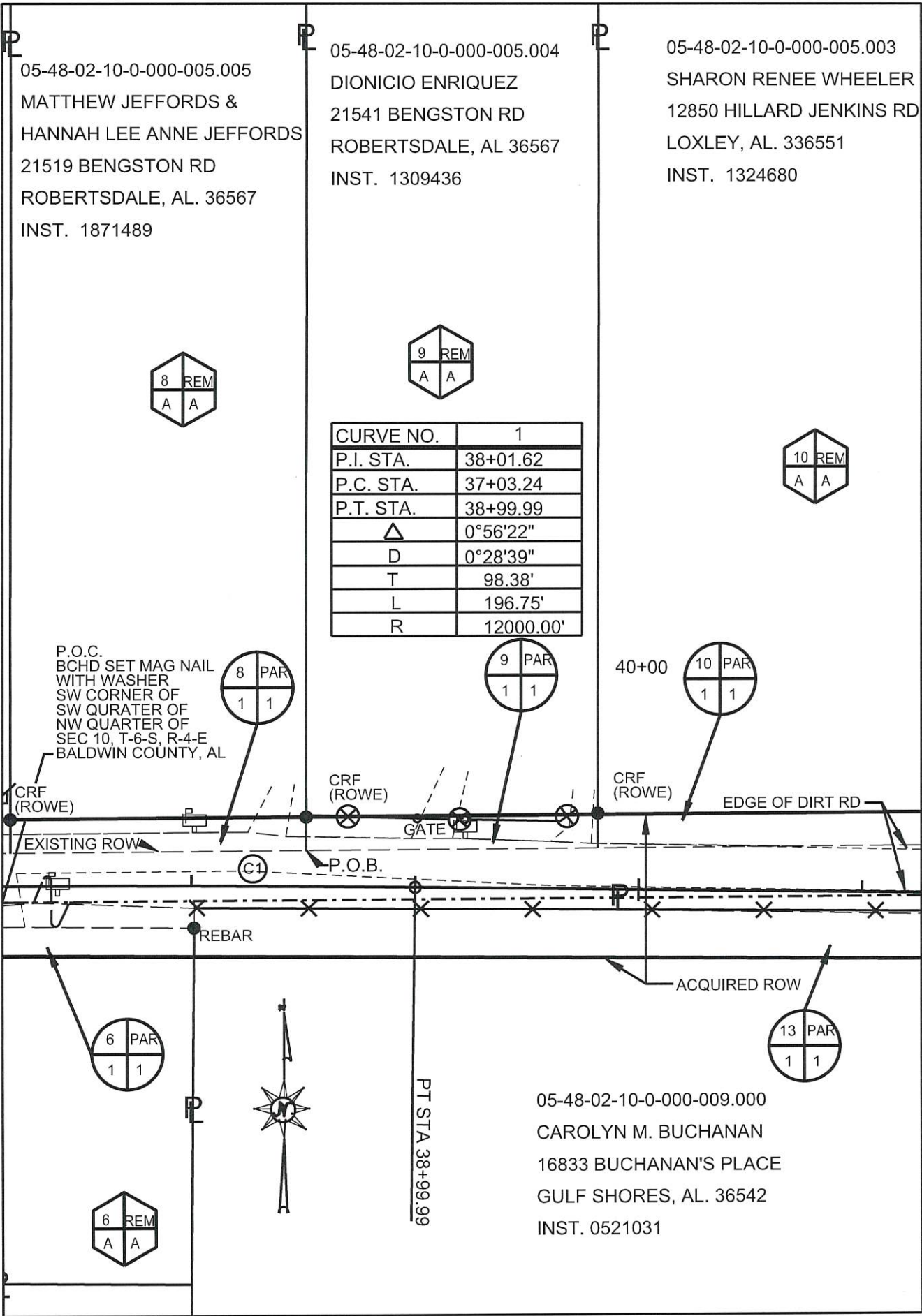
Given under my hand and official seal this 28 day of January, 2021.

Tate Chalfant

NOTARY PUBLIC



Commission Expires: _____



COUNTY OF BALDWIN

TRACT NO.	9	PROJECT NO.	0203716
OWNER	DIONICIO ENRIQUEZ	COUNTY	BALDWIN
TOTAL ACREAGE	3.009	SCALE:	1"=60'
R.O.W. REQUIRED	0.023	DATE:	11-23-2020
PRESCRIPTIVE R.O.W.	0.013	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	2.986		



BENGSTON ROAD (TRACT 9)





Baldwin County Commission

Agenda Action Form

File #: 21-1079, **Version:** 1

Item #: BN3

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 10)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.023 acres on Bengston Road (Tract 10) as a right-of-way donated to Baldwin County by Sharon Renee Wheeler Woods on January 21, 2021 (Instrument No. 1884905 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 January 21, 2021, the Baldwin County Highway Department accepted a right-of-way donation on Bengston Road from Sharon Renee Wheeler Woods.

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 Sharon Renee Wheeler Woods and send copy to Debra Morris and Tate Chalfant.

Contact:
Ms. Sharon Renee Wheeler Woods
12850 Hilliard Jenkins Road
Loxley, Alabama 36551

Additional instructions/notes: N/A

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**

► **Go to www.irs.gov/Form8283 for instructions and the latest information.**

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Sharon Renee Wheeler Woods

Identifying number

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.023 acres for County Road ROW	Very Good	
B			
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Sharon Renee Wheeler Woods

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ► _____

Date ► _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ► _____

Date ► _____

Appraiser name ► _____

Title ► _____

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► January 21, 2021

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ☐ Yes ☒ No

Name of charitable organization (donee)

Employer identification number

Baldwin County Commission

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

312 Courthouse Square, Suite 11

Bay Minette, Alabama 36507

Authorized signature

Title
Chairman

Date

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0203716
Bengston Road
G, D, B & Pave from the
Baldwin Beach Express to EOM
05-48-02-10-0-000-005.003
Tract No. 10

OK
mms

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), Sharon Renee Wheeler Woods, a married woman, not conveying part of her homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 4 East, identified as Tract Number 10 on Bengston Road, Project No. 0203716 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southwest corner of the Southwest Quarter of the Northwest Quarter of Section 10, Township 6 South, Range 4 East, in Baldwin County, Alabama;

Thence N89°43'49"E along the south line of said Quarter/Quarter and being the Half Section line a distance of 3053.47 feet to a point;

Thence N0°00'00"W leaving the south line of said Half Section a distance 22.34 feet to the grantor's southwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N0°05'31"E along the grantor's west property line a distance of 15.00 feet to a point on the acquired R/W line;

Thence N89°39'29"E along the acquired R/W line a distance of 211.32 feet to a point on the grantor's east property line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 1/21/2021 9:55 AM
TOTAL \$ 0.00
4 Pages

1884905



Thence S0°04'27"W along the grantor's east property line a distance of 15.00 feet to the grantor's southeast property corner;

Thence S89°39'29"W along the grantor's south property line a distance of 211.33 feet to the Point of Beginning of the property herein conveyed and containing 0.023 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 21 day of January, 2021.

Sharon Renee Wheeler Woods
Sharon Renee Wheeler Woods

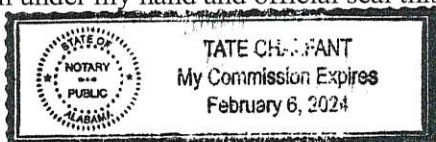
ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Sharon Renee Wheeler Woods, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21 day of January, 2021.



Tate Chalfant
NOTARY PUBLIC

Commission Expires: 2/6/2024

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS
TO APPRAISAL AND JUST COMPENSATION
AND RIGHT-OF-ENTRY

G, D, B, & Pave Bengston Rd
From Baldwin Beach Express to EOM
Project No. 0203716
Tract No. 10

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the
21 day of January, 2021.

Sharon Renee Wheeler Woods
Sharon Renee Wheeler Woods

ACKNOWLEDGMENT

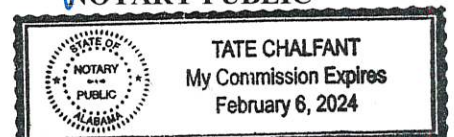
STATE OF ALABAMA)

COUNTY OF BALDWIN)

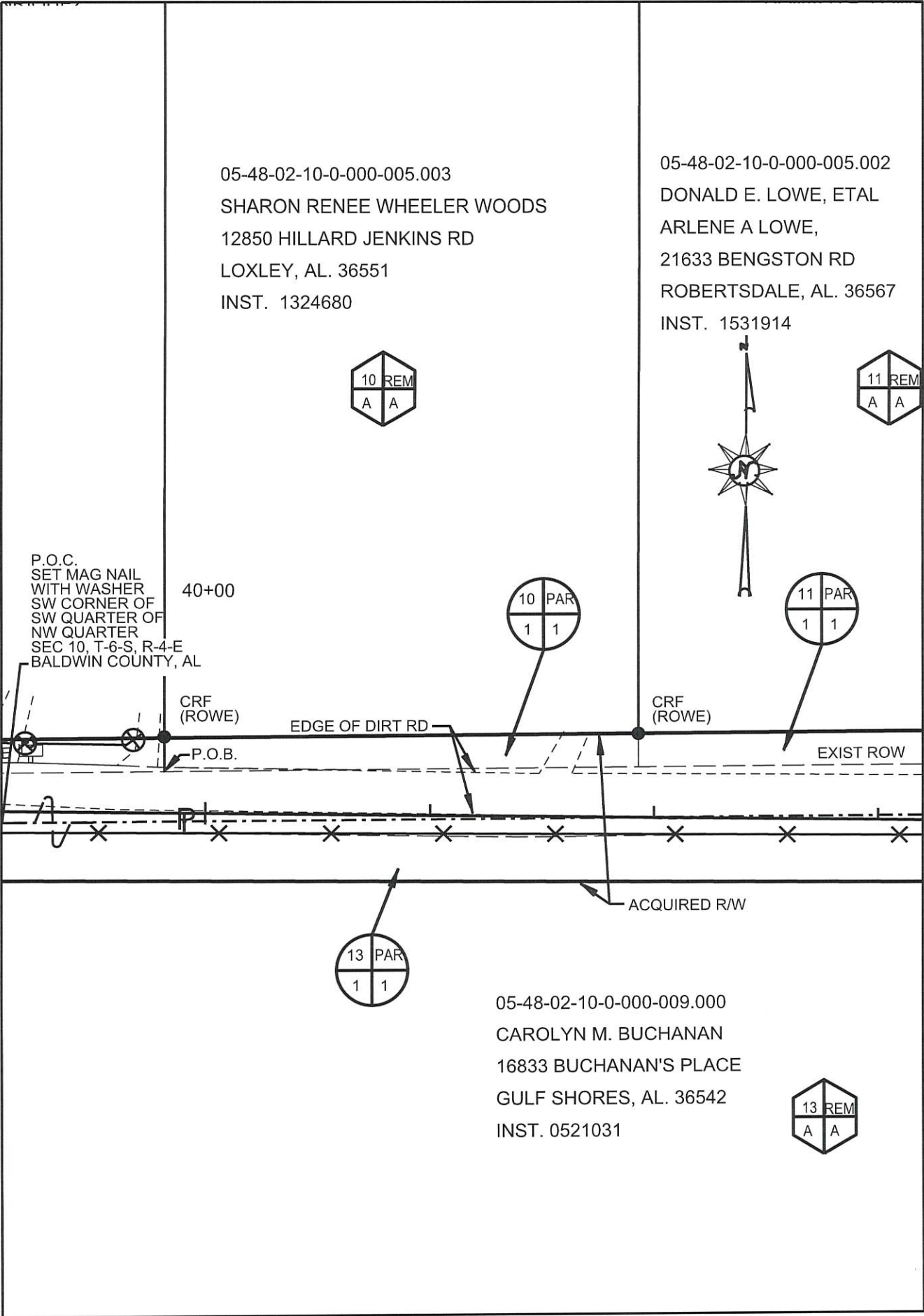
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Sharon Renee Wheeler Woods, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21 day of January, 2021.

Tate Chalfant
NOTARY PUBLIC



Commission Expires: _____



COUNTY OF BALDWIN

TRACT NO.	10	PROJECT NO.	0203716
OWNER	SHARON RENEE WHEELER WOODS	COUNTY	BALDWIN
TOTAL ACREAGE	4.853	SCALE:	1"=60'
R.O.W. REQUIRED	0.023	DATE:	11-23-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	4.830		



**Sharon Renee Wheeler Woods
(05-48-02-10-0-000-005.003)**

BENGSTON RD



**BENGSTON ROAD
(TRACT 10)**





Baldwin County Commission

Agenda Action Form

File #: 21-1080, **Version:** 1

Item #: BN4

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 11)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.074 acres on Bengston Road (Tract 11) as a right-of-way donated to Baldwin County by Donald E. Lowe and Arlene A. Lowe on February 12, 2021, (Instrument No. 1891116 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 February 12, 2021, the Baldwin County Highway Department accepted a right-of-way donation on Bengston Road from Donald E. Lowe and Arlene A. Lowe.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within

three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS form. Mail original to Donald E. and Arlene A. Lowe and send copy to Debra Morris and Tate Chalfant.

Contact:

Mr. Donald E. and Ms. Arlene A. Lowe
21633 Bengston Road
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**
► **Go to www.irs.gov/Form8283 for instructions and the latest information.**

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Donald E. Lowe and Arlene A. Lowe

Identifying number

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.074 acres for County Road ROW	Very Good	
B			
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Donald E. Lowe and Arlene A. Lowe

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ► _____

Date ► _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ► _____

Date ► _____

Appraiser name ► _____

Title ► _____

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► February 12, 2021

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ☐ Yes ☒ No

Name of charitable organization (donee)

Employer identification number

Baldwin County Commission

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

312 Courthouse Square, Suite 11Bay Minette, Alabama 36507

Authorized signature

Title
Chairman

Date

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0203716
Bengston Road
G, D, B & Pave from the
Baldwin Beach Express to EOM
05-48-02-10-0-000-005.002
Tract No. 11

BALDWIN COUNTY, ALABAMA
HARRY D'CLIVE, JR. PROBATE JUDGE
Filed/cert. 2/17/2021 10:38 AM
TOTAL \$ 0.00
5 Pages

1891116



FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Donald E. Lowe and Arlene A. Lowe, husband and wife, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 4 East, identified as Tract Number 11 on Bengston Road, Project No. 0203716 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southwest corner of the Southwest Quarter of the Northwest Quarter of Section 10, Township 6 South, Range 4 East, in Baldwin County, Alabama;

Thence N89°43'49"E along the south line of said Quarter/Quarter and being the Half Section line a distance of 3264.79 feet to a point;

Thence N0°00'00"W leaving the south line of said Half Section a distance 22.60 feet to the grantor's southwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N0°04'27"E along the grantor's west property line a distance of 15.00 feet to a point on the acquired R/W line;

Thence N89°39'29"E along the acquired R/W line a distance of 214.86 feet to a point on the grantor's east property line;

Thence S1°14'45"W along the grantor's east property line a distance of 15.01 feet to the grantor's southeast property corner;

Thence S89°39'29"W along the grantor's south property line a distance of 214.55 feet to the Point of Beginning of the property herein conveyed and containing 0.074 acres, more or less.

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.


TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 12th day of Feb, 2021.


Donald E. Lowe


Arlene A. Lowe

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Donald E. Lowe and Arlene A. Lowe, 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 12 day of February, 2021.

Tate Chalfant
NOTARY PUBLIC

Commission Expires



GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS
TO APPRAISAL AND JUST COMPENSATION
AND RIGHT-OF-ENTRY

G, D, B, & Pave Bengston Rd
From Baldwin Beach Express to EOM
Project No. 0203716
Tract No. 11

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 12th day of February, 2021.

Donald E. Lowe
Donald E. Lowe

Arlene A. Lowe
Arlene A. Lowe

ACKNOWLEDGMENT

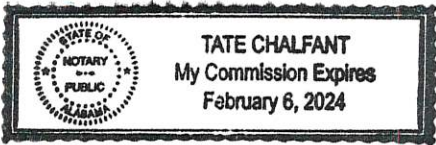
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Donald E. Lowe and Arlene A. Lowe, 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.

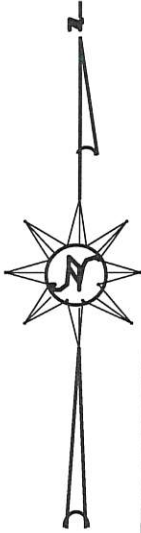
Given under my hand and official seal this 12 day of February, 2021.

Tate Chalfant
NOTARY PUBLIC



Commission Expires: _____

05-48-02-10-0-000-005.002
DONALD E. LOWE, ETAL
ARLENE A LOWE,
21633 BENGSTON RD
ROBERTSDALE, AL. 36567
INST. 1531914



P.O.C.
BCHD SET MAG NAIL
WITH WASHER
SW CORNER OF
SW QUARTER OF
NW QUARTER OF
SEC 10, T-6-S, R-4-E
BALDWIN COUNTY, AL



CRF
(ROWE)

ACQUIRED ROW

P.O.B.

EXIST ROW

CRF
(ROWE)

EDGE OF DIRT RD

ACQUIRED ROW



05-48-02-10-0-000-009.000
CAROLYN M. BUCHANAN
16833 BUCHANAN'S PLACE
GULF SHORES, AL. 36542
INST. 0521031



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 11
OWNER DONALD E LOWE, ETAL ARLENE A LOWE
TOTAL ACREAGE 12.431
R.O.W. REQUIRED 0.074
PRESCRIPTIVE R.O.W. N/A
T.C.E. REQUIRED N/A
REMAINDER 12.357

PROJECT NO. 0203716
COUNTY BALDWIN
SCALE: 1"=60'
DATE: 11-23-2020
REVISED: N/A
SHEET : 1 OF 1



BENGSTON ROAD (TRACT 11)





Baldwin County Commission

Agenda Action Form

File #: 21-1081, **Version:** 1

Item #: BN5

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0203716 - Bengston Road (Tract 15)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.096 acres on Bengston Road (Tract 15) as a right-of-way donated to Baldwin County by Elizabeth Smith on January 25, 2021 (Instrument No. 1885725 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 January 25, 2021, the Baldwin County Highway Department accepted a right-of-way donation on Bengston Road from Elizabeth Smith.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within

three (3) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have Chairman sign IRS form. Mail original to Elizabeth Smith and send copy to Debra Morris and Tate Chalfant.

Contact:
Ms. Elizabeth Smith
24100 Cowling Road
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**

► **Go to www.irs.gov/Form8283 for instructions and the latest information.**

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Elizabeth Smith

Identifying number

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/> [Vehicle ID Number Grid]	
B		<input type="checkbox"/> [Vehicle ID Number Grid]	
C		<input type="checkbox"/> [Vehicle ID Number Grid]	
D		<input type="checkbox"/> [Vehicle ID Number Grid]	
E		<input type="checkbox"/> [Vehicle ID Number Grid]	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

- | | | |
|---|--|--|
| a <input type="checkbox"/> Art* (contribution of \$20,000 or more) | e <input checked="" type="checkbox"/> Other Real Estate | i <input type="checkbox"/> Vehicles |
| b <input type="checkbox"/> Qualified Conservation Contribution | f <input type="checkbox"/> Securities | j <input type="checkbox"/> Clothing and household items |
| c <input type="checkbox"/> Equipment | g <input type="checkbox"/> Collectibles** | k <input type="checkbox"/> Other |
| d <input type="checkbox"/> Art* (contribution of less than \$20,000) | h <input type="checkbox"/> Intellectual Property | |

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.096 acres for County Road ROW	Very Good	
B			
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Elizabeth Smith

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ► _____

e Name of any person, other than the donee organization, having actual possession of the property ► _____

5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of
taxpayer (donor) ► _____

Date ► _____

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

**Sign
Here**

Appraiser signature ► _____

Date ► _____

Appraiser name ► _____

Title ► _____

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► January 25, 2021

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ☐ Yes ☒ No

Name of charitable organization (donee)

Employer identification number

Baldwin County Commission

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

312 Courthouse Square, Suite 11Bay Minette, Alabama 36507

Authorized signature

Title
Chairman

Date

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0203716 *OK*
Bengston Road
G, D, B & Pave from the
Baldwin Beach Express to EOM
05-48-02-10-0-000-006.000
Tract No. 15

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Elizabeth Smith, widowed woman, being the surviving grantee of that certain deed dated November 9, 2015 and recorded in instrument 1543062. The other grantee, Gary Wayne Smith having died on January 5, 2020 in Escambia County Florida, 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 Northeast Quarter of Section 10, Township 6 South, Range 4 East, identified as Tract Number 15 on Bengston Road, Project No. 0203716 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a set mag nail with washer at the southwest corner of the Southwest Quarter of the Northwest Quarter of Section 10, Township 6 South, Range 4 East, in Baldwin County, Alabama;

Thence N89°43'49"E along the south line of said Quarter/Quarter also being the Half Section line a distance of 4020.53 feet to the grantor's southwest property corner and being Point of Beginning of the property herein to be conveyed;

Thence N0°03'33"W along the grantor's west property line a distance of 14.57 feet to a point on the acquired R/W line;

Thence N89°55'41"E along the acquired R/W line a distance of 296.60 feet to a point on the grantor's 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. 1/25/2021 1:03 PM
TOTAL \$ 0.00
5 Pages



1885725

Thence S1°18'31"W along the grantor's property line a distance of 13.55 feet to the grantor's property corner;

Thence S89°43'49"W along the grantor's property line a distance of 296.28 feet to the Point of Beginning of the property herein conveyed and containing 0.096 acres, more or less. **** (0.049 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.047 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 25 day of January, 2020. TC

Elizabeth Smith
Elizabeth Smith

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

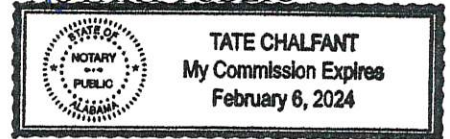
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Elizabeth Smith, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of January, 2020. TC

Tate Chalfant

NOTARY PUBLIC



Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGEMENT OF FUNDING, WAIVER OF RIGHTS
TO APPRAISAL AND JUST COMPENSATION
AND RIGHT-OF-ENTRY

G, D, B, & Pave Bengston Rd
From Baldwin Beach Express to EOM
Project No. 0203716
Tract No. 15

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the
25 day of January, 2020.
1 TC

Elizabeth Smith
Elizabeth Smith

ACKNOWLEDGMENT

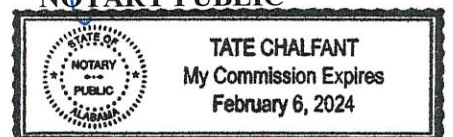
STATE OF ALABAMA)

COUNTY OF BALDWIN)

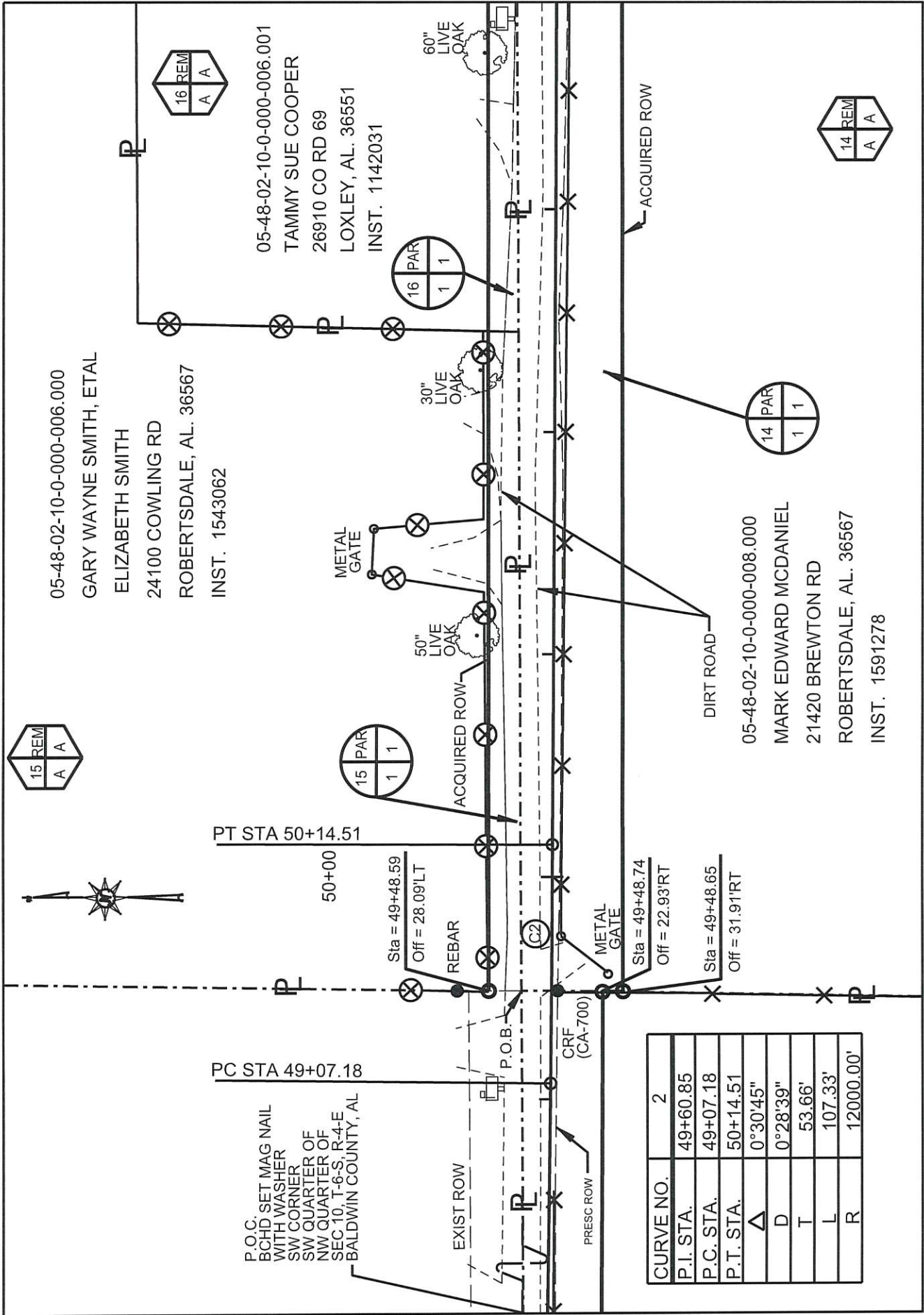
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Elizabeth Smith, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of January, 2020.
1 TC

Tate Chalfant
NOTARY PUBLIC



Commission Expires: _____



CURVE NO.	2
P.I. STA.	49+60.85
P.C. STA.	49+07.18
P.T. STA.	50+14.51
Δ	0°30'45"
D	0°28'39"
T	53.66'
L	107.33'
R	12000.00'

THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 15
OWNER ~~GARY WAYNE SMITH, ETAL~~ ELIZABETH SMITH
TOTAL ACREAGE 19.825
R.O.W. REQUIRED 0.096
PRESCRIPTIVE R.O.W. 0.049
T.C.E. REQUIRED N/A
REMAINDER 19.729

PROJECT NO. 0203716
COUNTY BALDWIN
SCALE: 1"=60'
DATE: 11-23-2020
REVISED: N/A
SHEET : 1 OF 1



Elizabeth Smith
(05-48-02-10-0-000-005.006)

BENGSTON RD



BENGSTON ROAD (TRACT 15)





Baldwin County Commission

Agenda Action Form

File #: 21-1076, **Version:** 1

Item #: BN6

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Pre-Construction Manager

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 10)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.077 acres on Pate Road (Tract 10) as a right-of-way donated to Baldwin County by Gerald Francis Gillis, Sr. (as Trustee of the Gillis Legacy Irrevocable Trust Agreement of December 15, 2020) on May 28, 2021 (Instrument No. 1918624 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On May 28, 2021, the Baldwin County Highway Department accepted a right-of-way donation on Pate Road from Gerald Francis Gillis, Sr.

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 Gerald Francis Gillis, Sr. and send copy to Debra Morris and Tate Chalfant.

Contact:
Mr. Gerald Francis Gillis, Sr.
3421 Kossuth Avenue
Milton, Florida 32583

Additional instructions/notes: N/A

Noncash Charitable Contributions

► **Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.**
► **Go to www.irs.gov/Form8283 for instructions and the latest information.**

OMB No. 1545-0074

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Gerald Francis Gillis, Sr., as Trustee of the Gillis Legacy Irrevocable Trust Agreement of December 15, 2020

Identifying number

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

Part I Information on Donated Property—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note: If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

2 Check the box that describes the type of property donated.

a <input type="checkbox"/> Art* (contribution of \$20,000 or more)	e <input checked="" type="checkbox"/> Other Real Estate	i <input type="checkbox"/> Vehicles
b <input type="checkbox"/> Qualified Conservation Contribution	f <input type="checkbox"/> Securities	j <input type="checkbox"/> Clothing and household items
c <input type="checkbox"/> Equipment	g <input type="checkbox"/> Collectibles**	k <input type="checkbox"/> Other
d <input type="checkbox"/> Art* (contribution of less than \$20,000)	h <input type="checkbox"/> Intellectual Property	

* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

** Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A	0.077 acres for County Road ROW	Very Good	
B			
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received and attach a separate statement.	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return

Identifying number

Gerald Francis Gillis, Sr., as Trustee of the Gillis Legacy Irrevocable Trust Agreement of December 15, 2020

Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)—

Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

- 4a** Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest ► _____
If Section B, Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Section B, Part I: **(1)** For this tax year . . . ► _____
(2) For any prior tax years ► _____
- c** Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)
- Address (number, street, and room or suite no.) City or town, state, and ZIP code
- d** For tangible property, enter the place where the property is located or kept ► _____
- e** Name of any person, other than the donee organization, having actual possession of the property ► _____

- 5a** Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?
- b** Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?
- c** Is there a restriction limiting the donated property for a particular use?

Yes	No

Part III Taxpayer (Donor) Statement—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

► _____

Signature of taxpayer (donor) ►

Date ►

Part IV Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here Appraiser signature ► Date ►
Appraiser name ► Title ►

Business address (including room or suite no.) Identifying number
City or town, state, and ZIP code

Part V Donee Acknowledgment

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► May 28, 2021

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ☐ Yes ☒ No

Name of charitable organization (donee) Employer identification number
Baldwin County Commission
Address (number, street, and room or suite no.) City or town, state, and ZIP code
312 Courthouse Square, Suite 11 Bay Minette, Alabama 36507
Authorized signature Title Date
Chairman

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0203816

Pate Road

G, D, B & Pave from CR 62 to EOM

05-41-07-26-0-000-007.000

Tract No. 10

mb

**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), Gerald Francis Gillis Sr., as Trustee of the Gillis Legacy Irrevocable Trust Agreement of December 15, 2020, 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 26, Township 5 South, Range 4 East, identified as Tract Number 2 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 northeast corner of the Northeast Quarter of the Northeast Quarter of Section 26, Township 5 South, Range 4 East, in Baldwin County, Alabama;

Thence N89°12'56"W along said section line a distance of 1330.37 feet to the grantor's northeast property corner;

Thence S0°5'58"W along the grantor's east property line a distance of 14.86 feet to a point on the acquired R/W line;

Thence S89°10'56"W along the acquired R/W line a distance of 164.01 feet to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 11+12.97);

Thence S29°55'00"W along the acquired R/W line a distance of 30.65 feet to a point on the existing R/W line of County Road 62 N;

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. 6/ 2/2021 2:37 PM
TOTAL \$ 0.00
5 Pages

1918624



Thence N29°23'00"W along the existing R/W line of County Road 62 N a distance of 47.53 feet to the grantor's northwest property corner;

Thence N89°12'56"E along the grantor's north property line a distance of 202.41 feet to the Point of Beginning of the property herein conveyed and containing 0.077 acres, more or less.

****(0.002 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.075 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.

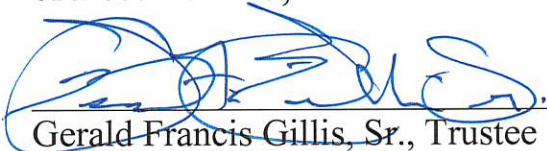
TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.


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 28 day of May, 2021.

**Gillis Legacy Irrevocable Trust Agreement
of December 15, 2020**


Gerald Francis Gillis, Sr., Trustee


Gerald Gillis, Jr., Power
of Attorney

GRANTEE'S ADDRESS:

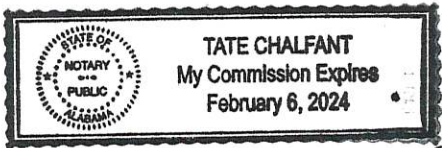
BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Gerald Francis Gillis, Sr., as Trustee of the Gillis Legacy Irrevocable Trust Agreement of December 15, 2020, 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 28 day of May, 2021.



Tate Chalfant
NOTARY PUBLIC

Commission Expires: 2/6/2024


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. 10

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of the fact that this project is not funded and could remain unfunded for some time.

I (We) hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 28
day of May, 2021.


Gerald Gillis, Sr.
Power of Attorney

Gillis Legacy Irrevocable Trust Agreement
of December 15, 2020


Gerald Francis Gillis, Sr., Trustee

ACKNOWLEDGMENT

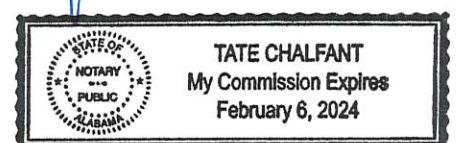
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Gerald Francis Gillis, Sr. as Trustee of the Gillis Legacy Irrevocable Trust Agreement of December 15, 2020, 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 28 day of May, 2021.


NOTARY PUBLIC

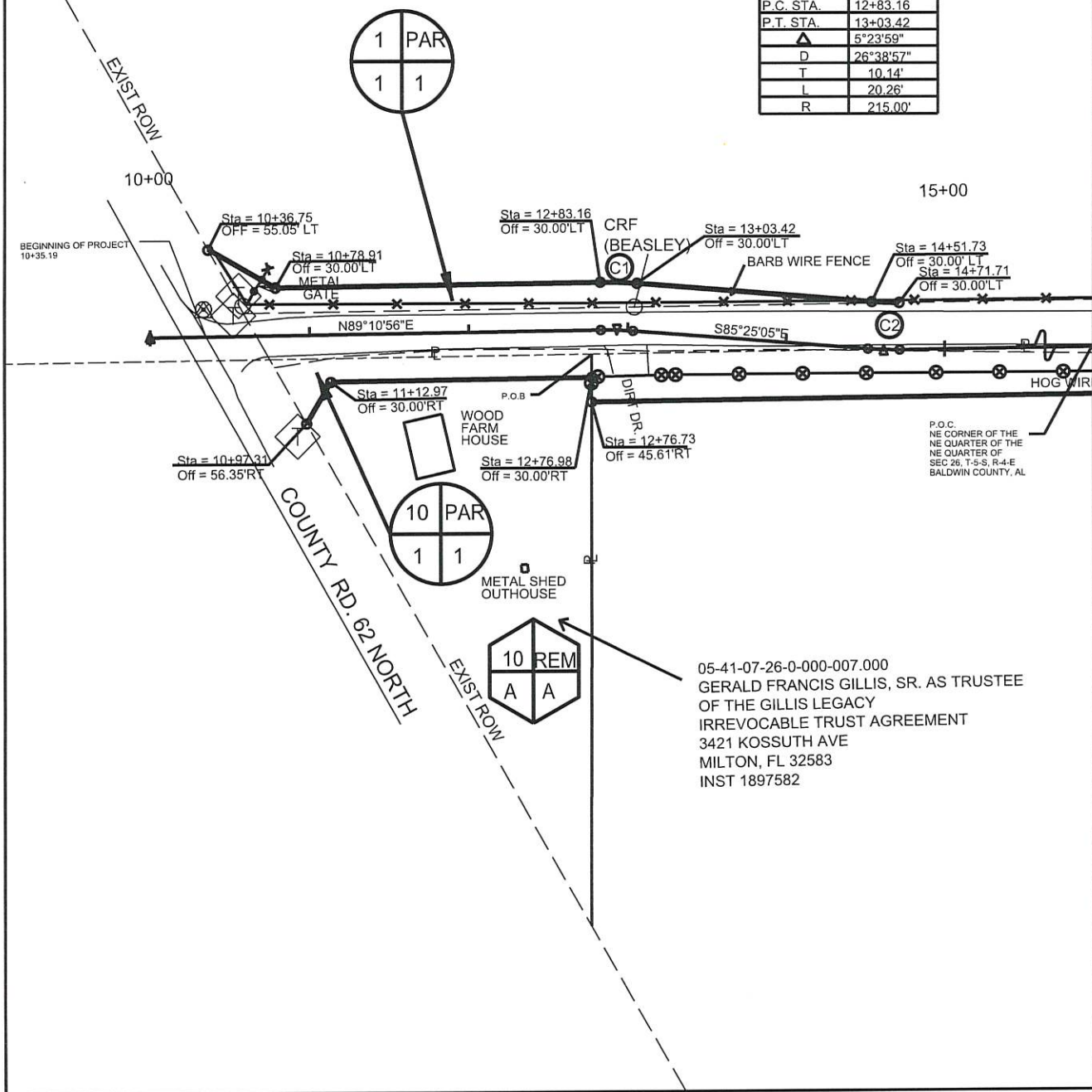


My Commission Expires: _____

05-41-06-23-0-000-009.004
WAYNE VICK & KIMBERLY VICK
23055 HENRY VICK RD
ROBERTSDALE, AL 36567
INST 1734392



CURVE NO.	1
P.I. STA.	12+93.30
P.C. STA.	12+83.16
P.T. STA.	13+03.42
Δ	5°23'59"
D	26°38'57"
T	10.14'
L	20.26'
R	215.00'



05-41-07-26-0-000-007.000
GERALD FRANCIS GILLIS, SR. AS TRUSTEE
OF THE GILLIS LEGACY
IRREVOCABLE TRUST AGREEMENT
3421 KOSSUTH AVE
MILTON, FL 32583
INST 1897582

THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 10
OWNER Gerald Francis Gillis, Sr. as Trustee of the
Gillis Legacy Irrevocable Trust Agreement
TOTAL ACREAGE 0.839
R.O.W. REQUIRED 0.077
PRESCRIPTIVE R.O.W. 0.002
T.C.E. REQUIRED N/A
REMAINDER 0.762

PROJECT NO. 0203816
COUNTY BALDWIN
SCALE: 1"=100'
DATE; 06-03-2020
REVISED: 05-21-2021
SHEET : 1 OF 1



PATE RD

COUNTY RD 62N

Gerald Francis Gillis Sr.,
as Trustee of the Gillis Legacy Irrevocable Trust
(05-41-07-26-0-000-007.000)



PATE ROAD
(TRACT 10)





Baldwin County Commission

Agenda Action Form

File #: 21-1090, **Version:** 1

Item #: BN7

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer
Tyler Mitchell, P.E., Construction Manager

Submitted by: Halley Dixon, Office Manager

ITEM TITLE

Intergovernmental Service Agreement with City of Gulf Shores for Widening of Oak Road West to Incorporate a Westbound Left Turn Lane at Stafford Boulevard

STAFF RECOMMENDATION

Approve an Intergovernmental Service Agreement between Baldwin County and the City of Gulf Shores for the Highway Department to widen Oak Road West to incorporate a westbound left turn lane at Stafford Boulevard, a road within Gulf Shores City Limits. The City of Gulf Shores will provide \$200,000.00 for this project.

(This agreement shall be effective upon full execution and terminate after twelve (12) months unless terminated by either party upon delivery of a thirty (30) day notice of termination.)

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The City of Gulf Shores is requesting assistance from the Baldwin County Commission for the widening of Oak Road West to incorporate a westbound left turn lane at Stafford Boulevard, a road within the City Limits of Gulf Shores.

FINANCIAL IMPACT

Total cost of recommendation: The City of Gulf Shores will provide \$200,000.00 to Baldwin County for this project.

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 (approved 7/13/2021) los

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff, Highway Department

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

Administration Staff have agreement executed by the Chairman. Highway Department will schedule the work and send invoice upon completion of the project.

Contact:

The Honorable Robert Craft

Mayor

City of Gulf Shores

Post Office Box 299

Gulf Shores, Alabama 36547

Additional instructions/notes: N/A

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City of Gulf Shores, Alabama (hereinafter “City”), as follows:

RECITALS

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

Whereas, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively “control”) certain public roads inside their respective jurisdictions; and

Whereas, with the consent of the City Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

Whereas, County and City acknowledge and agree that the roads listed below, as identified and depicted on *Exhibit A* hereto, are situated inside current County maintained right-of-way or are inside the present incorporated municipal limits of City which City is responsible for and over which City exercises control; and

Whereas, the City has requested that the County widen Oak Road West, a County maintained road, to incorporate a westbound left turn lane into Aventura subdivision at Stafford Boulevard, a road within incorporated municipal limits of City; and

Whereas, the City wishes to provide funds in the amount of \$200,000.00 to the County in return for the County completing the work described above; and

Whereas, the County agrees to perform all work to widen Oak Road West to incorporate a westbound left turn lane at Stafford Boulevard; and

Whereas, County and City now wish to enter into this Agreement to improve roads listed above which are inside the County’s and City’s jurisdictions as described.

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

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide for road widening on the above listed public roads and rights-of-way.
3. **City Remains Owner of Right-of-Way:** The City, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over the road portions within the City Limits as specifically identified and depicted on *Exhibit A* hereto. The County shall obtain no rights, responsibilities or control over the road portions as a result of this Agreement or the duties and/or obligations contained anywhere

herein either during or following the effective term of this Agreement. Nothing contained herein shall be construed to require or result in the County assuming responsibility for any public streets inside the Gulf Shores City Limits.

4. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
5. **Inapplicability to Roads Not Expressly Identified:** The parties acknowledge and agree that this Agreement does not address or affect, and that the parties do not intend by this Agreement to address or affect, the responsibility for or control of any road or road portion not expressly identified and depicted herein.
6. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder, and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
8. **Term:** The term of this Agreement shall be for twelve (12) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
9. **Services to be Performed by County:**
 - A. Widen Oak Road West to incorporate westbound left turn lane at Stafford Boulevard.
 - B. Remit invoice to the City for \$200,000.00.
10. **Services to be Performed by City (the Project):**
 - A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to the Project and this Agreement.
 - B. Furnish and/or acquire all necessary property rights, including without limitation any necessary access and ownership rights, for access to the right-of-way without cost or liability to the County.
 - C. Adjust and/or relocate all utilities for the project without cost to the County, if applicable.
 - D. Promptly remit payment within 30 days of the receipt of invoice.
11. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said notice shall be deemed effective, and the Agreement deemed terminated thirty (30) days after the date such notice is mailed by certified mail to the other party. In the event of termination by either party, the City shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City: City of Gulf Shores
Post Office Box 299
Gulf Shores, Alabama 36547

To County: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

12. **Indemnity:** City accepts the improvement, work, property, product and services of the County as a result of the Project in its “WHERE IS”, “AS IS”, condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of the improvements, work, property, product and services of the County. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product and services of the County or City. City agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons or damage to the personal property by reason of the condition of the improvements, work, property, product and services of the County or otherwise.

Furthermore, to the fullest extent allowed by law, City shall defend, indemnify and hold County harmless from and against any and all demands, actions and claims of any description whatsoever, for property damage, personal injury (including death), breach of contract, actions in trespass and any and all other claimed losses, injuries or damages of any kind, including, without limitation, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions in relation to the obligations hereunder, including without limitation, the execution and delivery of the Agreement, the City's obligations in Section 10 of this Agreement (including, without limitation, the acquisition of any real property interests related to the Project), and the conception, funding, financing, planning and design of this Agreement and the Project.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense for the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City or in any way diminish any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
14. **Both Parties Contributed Equally to the Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.

15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.
17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to capacity, formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

COUNTY:
BALDWIN COUNTY

_____/_____
JOE DAVIS, III / DATE
CHAIRMAN

ATTEST:

_____/_____
WAYNE DYESS / DATE
COUNTY ADMINISTRATOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that JOE DAVIS, III, and WAYNE DYESS, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, 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 executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

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

Notary Public

My Commission Expires: _____

CITY:
THE CITY OF GULF SHORES

_____/_____
MAYOR ROBERT CRAFT /Date

ATTEST:

_____/_____
WANDA PARRIS /Date
CITY CLERK

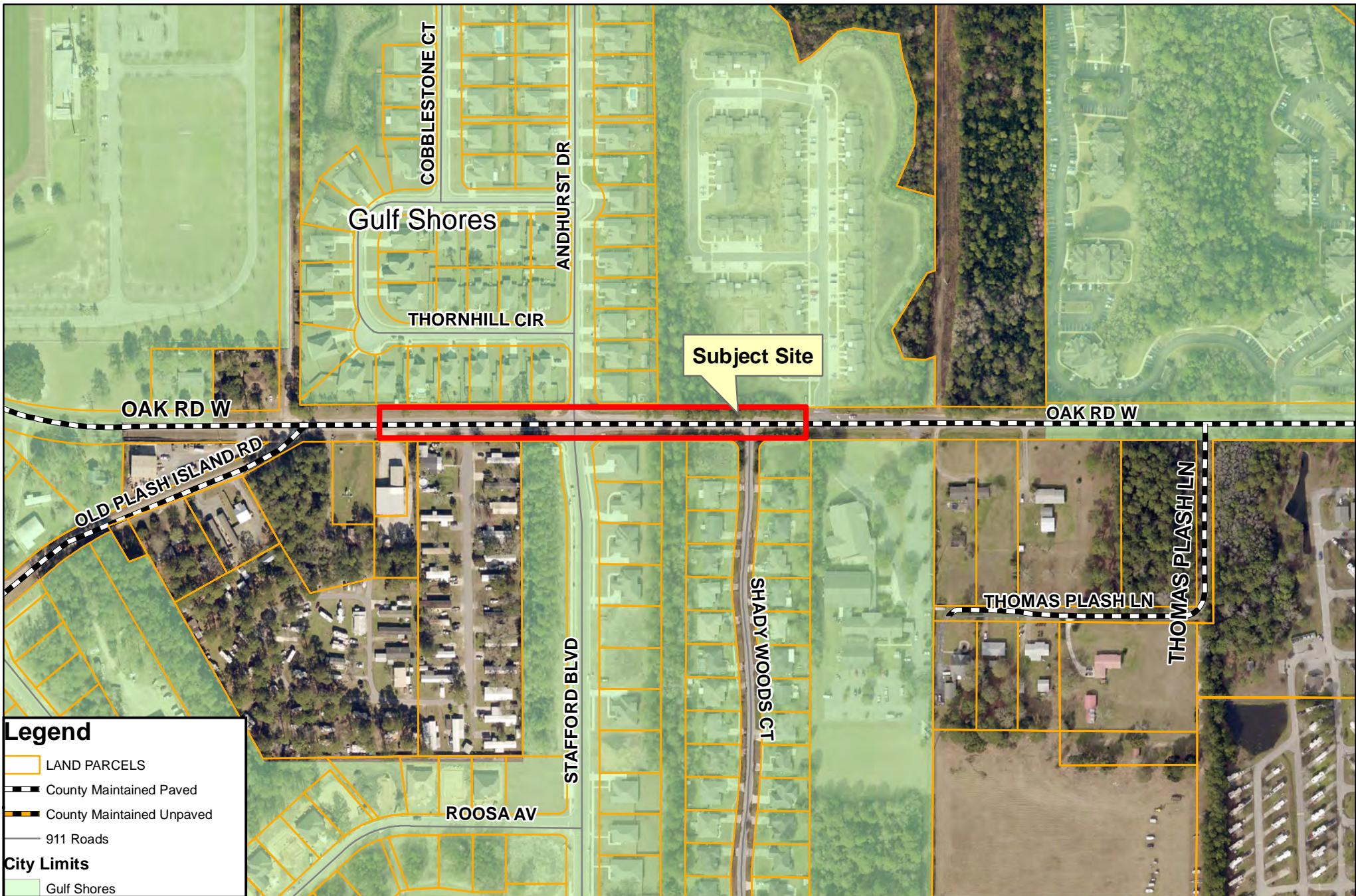
STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that ROBERT CRAFT, and WANDA PARRIS, whose names as Mayor and City Clerk of CITY OF GULF SHORES, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily with full authority to do so for and as an act of the City of Gulf Shores, Alabama.

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

Notary Public

My Commission Expires:_____



Baldwin County Highway Department
Oak Road West Widening Site Map
Exhibit A



0 0.055 0.11 0.165 Miles





Baldwin County Commission

Agenda Action Form

File #: 21-1084, **Version:** 1

Item #: BN8

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Joey Nunnally P.E., County Engineer

Submitted by: Katrina Taylor, Grants Coordinator

ITEM TITLE

Kelly Pit Mitigation Site - Submittal of Grant Request to Alabama Department of Conservation and Natural Resources for GOMESA Funds

STAFF RECOMMENDATION

Approve the Baldwin County Commission, through its' Highway Department, to submit a grant application to the Alabama Department of Conservation and Natural Resources (ADCNR) for \$13,557,500.00 Gulf of Mexico Energy Security Act (GOMESA) funds allocated to Coastal Alabama.

The awarded funds would be used by the Baldwin County Commission to convert existing dirt pits into constructed wetlands and regional detention ponds to improve water quality and to mitigate flooding in the Magnolia River watershed.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Alabama Department of Conservation and Natural Resources (ADCNR), State Lands Division (SLD), is accepting project suggestions for activities and programs to be funded through the Alabama Gulf of Mexico Energy Security Act Program. The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances Outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico.

This project will seek to utilize constructed wetlands in conjunction with regional detention for mitigation of flooding and improving resilience against future flooding resulting from sea level rise in the Magnolia River sub-watershed.

FINANCIAL IMPACT

Total cost of recommendation: \$13,557,500.00 of grant funds if approved by the Alabama Governor and ADCNR

Budget line item(s) to be used: TBD

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Highway Department Staff, and Katrina Taylor

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Highway Department Staff complete GOMESA Project Submittal Format. Katrina Taylor submit project grant request via online portal to:

gomesa@dcnr.alabama.gov
State Lands Division
c/o Jeremiah Kolb
31115 Five Rivers Blvd
Spanish Fort, Alabama 36527

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-1063, **Version:** 1

Item #: BO1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Ron Ballard, Juvenile Detention Director

Submitted by: Ron Ballard, Juvenile Detention Director

ITEM TITLE

Memorandum of Agreement with Baldwin County Board of Education Concerning the Allocation of Education Trust Fund Monies

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the Memorandum of Agreement between the Baldwin County Commission and the Baldwin County Board of Education for the allocation of the Education Trust Fund to be used to provide educational services to the Baldwin County Juvenile Detention Center. The term of this agreement will be October 1, 2021 through September 30, 2022 and is automatically renewed upon mutual agreement of each party; and
- 2) Authorize the Commission Chairman to sign the agreement and any related documents.

BACKGROUND INFORMATION

Previous Commission action/date: 08/18/2020

Background: The Education Trust Fund provides funding through the Baldwin County Board of Education allocated to the Juvenile Detention Center based on the number of beds (30), and monies are dispersed annually for educational purposes.

FINANCIAL IMPACT

Total cost of recommendation: Services provided by Baldwin County Board of Education

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: Previously reviewed and approved by 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: N/A

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

Administration:

Mail contract to be signed to

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

Send executed contract and DYS license to Ethan Taylor at: etaylor@alsde.edu

Send executed contract and DYS license to Dr. Sabrina May at: smay@alsde.edu

Additional instructions/notes: N/A

MEMORANDUM OF AGREEMENT
Baldwin County Board of Education
and
Baldwin County Commission

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into on this 20th day of July 2021, between the Baldwin County Board of Education (the “Board”) and the Baldwin County Commission (the “Commission”):

WHEREAS, the Baldwin County Regional Juvenile Detention Center is located at 43405 Nicholville Road, in Bay Minette, Alabama 36507 (the “Juvenile Detention Center”);

WHEREAS, the Juvenile Detention Center is licensed by the Department Youth Services to operate and serve 30 “beds” and all residents are provided educational services at the Juvenile Detention Center;

WHEREAS, the Board and the Commission desire to enter into this Agreement to reduce their understandings of their mutual obligations with respect to educational services provided at the Juvenile Detention Center and the assessment of fees to be used for such educational services.

NOW THEREFORE, in consideration of the parties’ mutual obligations and undertakings herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Baldwin County Board of Education and the Baldwin County Commission hereby reduce their understanding of their agreement as follows:

1. **Term.** The term of this Agreement will be October 1, 2021 through September 30, 2022, and is automatically renewed upon the written, mutual agreement of the parties.

2. **Administrative Fee.** The Board will assess a 4% administrative fee from the total ETF allocation earmarked for the Juvenile Detention Center.

3. **Use of Funds.**

a. The funds allocated to the Juvenile Detention Center shall be used to provide the following specific educational services to the juvenile detention center: A+ curriculum-based software which is aligned with the Alabama State Standards in education and was implemented and is maintained by the Board. In addition to A+, other alternative educational software is offered such as PLATO, BASICED, and GED Preparation, as well as specialized individual education plans and materials.

b. The Board acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals, and the Juvenile Detention Center shall not begin performing work under this Agreement until certified to do so by the Alabama State Department of Education. The Juvenile Detention Center is not entitled to any compensation for work performed prior to the effective date of this Agreement.

c. The State Superintendent through his designated representatives will sponsor and approve the purposes, administration and supervision of all phases of the service to be provided.

d. The Board agrees to use the funds granted by this Agreement in accordance with the parameters stated herein.

4. **Refund of Unused Funds.** Any funds not obligated/disbursed by September 30, 2022, must be refunded to the Alabama State Department of Education. A final expenditure report of the use of the funds must be submitted by _____ to _____ on or before October 31, 2022.

5. **Records.** The Board agrees to retain and make accessible for audit, original and supporting documentation that substantiate costs charged for five years after claim to the Alabama State Department of Education, and if applicable, until any audit exceptions are resolved. The resolution of any audit exception will be the responsibility of the Juvenile Detention Center.

6. **Termination.** This Agreement may be terminated by either party upon receipt of a 30-day written notification. This Agreement is further subject to termination in the event of proration of the funds from which payment under this Agreement is to be made.

7. **Miscellaneous.**

a. It is understood that there is no entitlement to any state tenure or continuing service status benefits to any Juvenile Detention Center employee working under this Agreement.

b. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

c. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize mediation where appropriate. The Juvenile Detention Center's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

d. Neither party shall have the right to assign or transfer its rights or obligations under this Agreement without the written consent of the other party. This Agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.

e. By signing this Agreement, 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.

f. In compliance with Act 2016-312, the Board hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

BALDWIN COUNTY COMMISSION

By: _____/_____
JOE DAVIS, III, Chairman Date

ATTEST:

By: _____/_____
WAYNE DYESS Date
County Administrator

BALDWIN COUNTY BOARD OF EDUCATION

By: _____/_____
EDDIE TYLER, Superintendent Date

ATTEST:

By: _____/_____
Date

Print name/title

STATE OF ALABAMA
DEPARTMENT OF YOUTH SERVICES
LICENSE

THIS CERTIFIES THAT
Baldwin County Regional Juvenile Detention Center
HAS SUCCESSFULLY MET ALL MINIMUM STANDARDS TO OPERATE

Baldwin County Regional Juvenile Detention Center (Capacity 30)
43405 Nicholsville Road
Bay Minette, Alabama 36507

AND IS HEREBY LICENSED TO OPERATE SAID FACILITY FOR 01/31/2021 – 01/30/2022
IN WITNESS WHEREOF WE HEREBY SUBSCRIBE OUR SIGNATURES,
THIS DAY 22th OF APRIL, 2021.




Youth Services Director


Director, Licensing and Standards



Baldwin County Commission

Agenda Action Form

File #: 21-1049, **Version:** 1

Item #: BO2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Ron Ballard, Juvenile Detention Director

Submitted by: Ron Ballard, Juvenile Detention Director

ITEM TITLE

Memorandum of Understanding with Baldwin County Board of Education for the Provision of Food Services at Baldwin County Regional Juvenile Detention Center

STAFF RECOMMENDATION

Approve a Memorandum of Understanding between the Baldwin County Commission and the Baldwin County Board of Education for the provision of food services at the Baldwin County Regional Juvenile Detention Center effective September 12, 2021, and terminating September 12, 2022.

The following meals will be provided five (5) days a week by the Baldwin County High School kitchen at the rates listed:

Breakfast: \$2.50

Lunch: \$4.25

Dinner: \$4.25

BACKGROUND INFORMATION

Previous Commission action/date: 08/18/2020

Background: The Baldwin County Regional Juvenile Detention Center began receiving meals from the Baldwin County High School, Baldwin County Board of Education on September 12, 2016, and will continue to receive meals from them for the upcoming year.

FINANCIAL IMPACT

Total cost of recommendation: \$60,000.00

Budget line item(s) to be used: 105.52610-5218

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

No

LEGAL IMPACT

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

N/A

Reviewed/approved by: Previously reviewed and approved by Brad Hicks

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? No

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Administration mail Contract to be signed to:

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

Additional instructions/notes: N/A

MEMORANDUM OF UNDERSTANDING

Baldwin County Commission and Baldwin County Board of Education

This Memorandum of Understanding is entered into between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereinafter referred to as “Baldwin County Commission”), and the Baldwin County Board of Education (hereinafter referred to as “Baldwin County Board of Education”).

WHEREAS, the Baldwin County Board of Education has provided meals for the Baldwin County Regional Juvenile Detention Center, which is located at 43405 Nicholsville Road, Bay Minette, Alabama (the “Juvenile Detention Center”) since September 12, 2016, and continues to do so as of the date of this Memorandum of Understanding; and

WHEREAS, the Baldwin County Commission desires for the Baldwin County Board of Education to continue providing food services to the Juvenile Detention Center for the juveniles detained at the facility, said food services remaining the primary provision of Breakfast Service, Lunch Service, and Dinner Service five (5) days a week (Monday through Friday), with the exception of days that the Baldwin County Public Schools are closed, as set forth herein; and

WHEREAS, the Baldwin County Commission and the Baldwin County Board of Education desire to execute this Memorandum of Understanding to set forth and clarify the parties’ mutual understandings with respect to the provision of food services at the Juvenile Detention Center and the types of meals and the costs associated therewith.

NOW THEREFORE, in consideration of the parties’ mutual understandings and obligations herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Baldwin County Commission and the Baldwin County Board of Education hereby reduce their understandings to writing as follows:

1. **TERM:**

This Memorandum of Understanding shall take effect on the date of full execution and shall extend until the expiration of twelve (12) months at which time it shall terminate; however, it may be renewed by mutual, written agreement executed by the Baldwin County Commission and the Baldwin County Board of Education. Notwithstanding the aforementioned, the Baldwin County Commission or the Baldwin County Board of Education may terminate this Memorandum of Understanding by delivering written notification to the other at any time for any purpose.

2. **SERVICES:**

A) The Baldwin County Board of Education shall supply breakfast, lunch and dinner to be picked up by the Baldwin County Regional Juvenile Detention Center from the Baldwin County High School or any other location from which they are provided through the Baldwin County Board of Education as set forth herein. All meals supplied will be composed of nutritious foods that meet United States Department of Agriculture meal patterns and quantity requirements, as specified in the National School Lunch Program Regulations.

B) The Baldwin County Board of Education shall provide the following type of primary meals at the specified rate below:

Breakfast Service at \$2.50 each meal

Lunch Service at \$4.25 each meal

Dinner Service at \$4.25 for each meal

C) The Baldwin County Board of Education shall provide to the Baldwin County Commission a monthly invoice promptly at the end of each month. The Baldwin

County Commission shall submit payment to the Baldwin County Board of Education for each such invoice within thirty (30) days of receipt.

D) The Baldwin County Board of Education shall be responsible for ensuring that any foods leaving the Baldwin County High School kitchen or any other location from which they are provided through the Baldwin County Board of Education under this Memorandum of Understanding, remain stored and served within the safe temperature range, as specified by state and all other applicable food safety and health regulations.

E) In exchange for the benefit of the services described herein, the Juvenile Detention Center shall maintain all records associated with the food services provided hereunder.

F) The Baldwin County Regional Juvenile Detention Center shall provide an adjusted meal count as the attendance varies from day to day to the Baldwin County High School kitchen.

3. GENERAL UNDERSTANDINGS:

A) This Memorandum of Understanding reflects the full and complete understanding of the Baldwin County Commission and Baldwin County Board of Education and may be modified or amended only by a document in writing executed by the Baldwin County Commission and the Baldwin County Board of Education hereto and executed with the same formality of this Memorandum of Understanding.

B) This document is not meant in any way to bind, or to be a contractual obligation of, either the Baldwin County Commission or Baldwin County Board of Education. The understandings outlined herein are provided for the general purposes of

communicating the desires of the Baldwin County Commission and Baldwin County Board of Education hereto.

C) This Memorandum of Understanding shall supersede and replace any other agreements previously approved regarding food services between the Baldwin County Commission Juvenile Detention Center and the Baldwin County Board of Education.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this instrument as of the last date of their execution as written herein.

BALDWIN COUNTY COMMISSION

By: _____
JOE DAVIS, III
Chairman

Date: _____

ATTEST:

By: _____
WAYNE DYESS
County Administrator

Date: _____

BALDWIN COUNTY BOARD OF EDUCATION

By: _____
EDDIE TYLER
Superintendent

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

Date: _____



Baldwin County Commission

Agenda Action Form

File #: 21-1069, **Version:** 1

Item #: BO3

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Ron Ballard, Juvenile Detention Director

Submitted by: Ron Ballard, Juvenile Detention Director

ITEM TITLE

Memorandum of Understanding with Baldwin County Sheriff's Office for the Provision of Food Services at Baldwin County Regional Juvenile Detention Center

STAFF RECOMMENDATION

Approve a Memorandum of Understanding between the Baldwin County Commission and the Baldwin County Sheriff's Office for the provision of food services at the Baldwin County Regional Juvenile Detention Center.

The Memorandum of Understanding shall take effect on the date of its full execution and shall expire in twelve (12) months at which time it shall terminate; however, it may be renewed by mutual agreement between the Baldwin County Commission and the Baldwin County Sheriff's Office. Notwithstanding the aforementioned, the Baldwin County Commission or the Baldwin County Sheriff's Office may terminate the Memorandum of Understanding by written notification to the other at any time thereafter for any purpose.

BACKGROUND INFORMATION

Previous Commission action/date: 08/18/2020

Background: Food services would be for the primary provision of breakfast, lunch and dinner service on weekends. Additional food services would be for the provision of breakfast, lunch and dinner service for school holidays during the school year, summer break, and emergency weather, or as requested by the Juvenile Detention Director to the Baldwin County Sheriff's Office. The cost is \$3.25 per each meal provided.

FINANCIAL IMPACT

Total cost of recommendation: \$10,000.00

Budget line item(s) to be used: 105.52610.5218

If this is not a budgeted expenditure, does the recommendation create a need for funding?
No

LEGAL IMPACT

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

Reviewed/approved by: Previously reviewed and Approved by Brad Hicks

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? No

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Fully execute the MOU and send a fully executed copy of the MOU to:

Sheriff Huey Hoss Mack
310 Hand Avenue
Bay Minette, Alabama 36507

cc: Ronald Ballard, Christie Davis

Additional instructions/notes: N/A

MEMORANDUM OF UNDERSTANDING

Baldwin County Commission
and
Baldwin County Sheriff's Office

This MEMORANDUM OF UNDERSTANDING is entered into between the Baldwin County Commission, the governing body of Baldwin County, Alabama, and the Baldwin County Sheriff's Office.

WHEREAS, the Baldwin County Commission and the Baldwin County Sheriff's Office have previously executed a Memorandum of Understanding pursuant to which the Baldwin County Sheriff's Office provides meals to the Baldwin County Regional Juvenile Detention Center;

WHEREAS, as of the effective date of this Memorandum of Understanding, the Baldwin County Sheriff's Office continues to provide meals to the Baldwin County Regional Juvenile Detention Center pursuant to said arrangement with the Baldwin County Commission;

WHEREAS, the Baldwin County Commission desires for the Baldwin County Sheriff's Office to continue to provide food services to the Baldwin County Regional Juvenile Detention Center for the benefit of the juveniles detained at the facility, and the Baldwin County Sheriff's Office desires to continue to do the same;

WHEREAS, the parties wish to execute a new Memorandum of Understanding pertaining to the provision of food services as set forth herein including for the primary provision of Breakfast, Lunch and Dinner Service on weekends, and additional food services would be for the provision of Breakfast, Lunch and Dinner Service for school holidays during the school year, summer break and emergency weather as set forth herein; and

WHEREAS, the Baldwin County Commission and the Baldwin County Sheriff's Office desire to execute this new Memorandum of Understanding to set forth and clarify the parties'

mutual understandings with respect to the provision of food services at the Juvenile Detention Center and the types of meals and the costs associated therewith.

NOW THEREFORE, in consideration of the parties' mutual understandings and obligations herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Baldwin County Commission and the Baldwin County Sheriff's Office hereby reduce their understandings to writing as follows:

1. **TERM.** This Memorandum of Understanding shall take effect on the date of full execution and shall extend until the expiration of twelve (12) months at which time it shall terminate; however, it may be renewed by mutual, written agreement executed by the Baldwin County Commission and the Baldwin County Sheriff's Office. Notwithstanding the aforementioned, the Baldwin County Commission or the Baldwin County Sheriff's Office may terminate this Memorandum of Understanding, with or without cause, by delivering written notification to the other.

2. **SERVICES.**

A) The Baldwin County Sheriff's Office shall provide food services to the Juvenile Detention Center Food which shall consist of providing Breakfast Service, Lunch Service, and Dinner Service to the Juvenile Detention Center five (5) days a week (Monday through Friday), with the exception of days that the Baldwin County Public Schools are closed. All meals supplied will be composed of nutritious foods that meet United States Department of Agriculture meal patterns and quantity requirements, as specified in the National School Lunch Program Regulations.

B) The Baldwin County Sheriff's Office shall provide the following type of primary meals to the Juvenile Detention at the following specified rate:

Breakfast Service at \$3.25 for each meal;

Lunch Service at \$3.25 for each meal;

Dinner Service at \$3.25 for each meal.

C) The Baldwin County Sheriff's Office shall provide the following types of meals only during school holidays during the school year, summer break and emergency weather situations and when determined and requested by the Baldwin County Commission's Juvenile Detention Director at the following specified rates:

Breakfast Service at \$3.25 for each meal;

Lunch Service at \$3.25 for each meal;

Dinner Service at \$3.25 for each meal.

D) The Baldwin County Sheriff's Office shall provide the Baldwin County Commission a monthly invoice promptly at the end of each month, and the Baldwin County Commission shall submit reimbursement to the Baldwin County Sheriff's office within thirty days of receipt of said invoice.

E) The Baldwin County Sheriff's Office shall ensure that all foods are within the safe temperature range, as specified by state and other applicable food safety and health regulations, when it leaves the Baldwin County Corrections Center kitchen or any other location from which the meals are provided.

F) In exchange for the benefit of the services described herein, the Juvenile Detention Center shall maintain all records associated with the services provided under this agreement.

G) The Baldwin County Regional Juvenile Detention Center shall provide the Baldwin County Sheriff's Office Corrections Center kitchen an adjusted meal count as the attendance varies from day to day.

H) The Juvenile Detention Center shall provide an adjusted meal count as the attendance varies from day to day to the Baldwin County Sheriff's Office Corrections Center kitchen.

3. GENERAL UNDERSTANDINGS.

A) This Memorandum of Understanding reflects the full and complete understanding of the Baldwin County Commission and the Baldwin County Sheriff's Office and may be modified or amended only by a document in writing executed by the Baldwin County Commission and the Baldwin County Sheriff's Office and executed with the same formality of this Memorandum of Understanding.

B) This document is not meant in any way to bind, or to be a contractual obligation of, either the Baldwin County Commission or the Baldwin County Sheriff's Office. The understandings outlined herein are provided for the general purposes of communicating the desires of the Baldwin County Commission and the Baldwin County Sheriff's Office.

C) This Memorandum of Understanding shall supersede and replace any other agreements previously approved regarding food services between the Baldwin County Commission and the Baldwin County Sheriff's Office.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this instrument as of the last date of their execution as written herein.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this instrument as of the last date of their execution as written herein.

BALDWIN COUNTY COMMISSION

By: _____
JOE DAVIS, III, Chairman

Date: _____

ATTEST:

By: _____
WAYNE DYESS, County Administrator

Date: _____

BALDWIN COUNTY SHERIFF'S OFFICE

By: _____
HUEY "HOSS" MACK, SHERIFF

Date: _____

ATTEST:

By: _____
COL. ANTHONY LOWERY, Chief Deputy

Date: _____



Baldwin County Commission

Agenda Action Form

File #: 21-1065, **Version:** 1

Item #: BQ1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Bay Minette) - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Luke Killingsworth from the Operator Technician Trainee position (PID #5562), grade 304 (\$13.250 per hour / \$27,560.00 annually) to fill the open Operator Technician I position (PID #4046) at a grade 307 (\$15.330 per hour / \$31,886.40 annually), to be effective no sooner than August 2, 2021; and
- 2) Approve the promotion of James Bradley from the Operator Technician II position (PID #356), grade 308 (\$16.815 per hour / \$34,975.20 annually) to fill the open Operator Technician III position (PID #876) at a grade 309 (\$18.160 per hour / \$37,772.80 annually), to be effective no sooner than August 2, 2021; and
- 3) Approve the employment of Cole Brown to fill the open Operator Technician Trainee position (PID #5562) at a grade 304 (\$13.250 per hour / \$27,560.00 annually), to be effective no sooner than July 26, 2021; and
- 4) Approve the employment of Christopher Duddy to fill the open Operator Technician Trainee position (PID #5487) at a grade 304 (\$13.250 per hour / \$27,560.00 annually), to be effective no sooner than July 26, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: These positions were vacated due to the promotion of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$124,779.20 - budgeted

Budget line item(s) to be used: 11153111.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-1074, **Version:** 1

Item #: BQ2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Ron Ballard, JDC Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Juvenile Detention Center - Employment of One (1) Detention Technician Position

STAFF RECOMMENDATION

Approve the employment of Roy Robinson to fill the open Detention Technician position (PID #5341) at a grade 306 (\$14.600 per hour / \$30,368.00 annually) to be effective no sooner than July 26, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Detention Technician position was vacated due to the resignation of the previous employee. The JDC Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$30,368.00 - budgeted

Budget line item(s) to be used: 10652610.51130

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-1066, **Version:** 1

Item #: BQ3

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

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 - Position and Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the re-title/reclassification of the vacant part-time Park Manager position (PID #85) grade 309, to a part-time Park Attendant position grade 303; and
- 2) Approve an increase in pay for Caleb Hacker, Landscape Technician I, from grade 306 (\$15.119 per hour / \$31,447.00 annually) to grade 306 (\$15.497 per hour / \$32,233.76 annually) due to increase in Live Oak Landing duties, effective no sooner than August 2, 2021; and
- 3) Approve an increase in pay for Joel Valenti, Landscape Technician I, from grade 306 (\$15.119 per hour / \$31,447.00 annually) to grade 306 (\$15.497 per hour / \$32,233.76 annually) due to increase in Live Oak Landing duties, effective no sooner than August 2, 2021; and
- 4) Approve the updated position description for the Mechanic II position; and
- 5) Approve the updated organizational chart for the Parks Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The County Administrator respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$4,895.48 savings

Budget line item(s) to be used: 14457200.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Mechanic II

Department: Parks Department

Job Analysis: July 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: Parks Supervisor, Horticulturist, County Administrator

Subordinate Staff: Shop help assigned by Supervisor

Internal Contacts: Operation Support Specialist II, County Purchasing Officer

External Contacts: Equipment Suppliers, Parts Suppliers, General Public

Status: Classified/ Non-Exempt (311)

Job Summary

Performs skilled tasks in mechanical repair and maintenance of gasoline and diesel-powered small engines, automotive and heavy equipment using standard practices and equipment of the automotive trade. Operates some heavy equipment.

Job Domains

A. Automotive Repair and Maintenance

1. Tunes engines including testing/cleaning/replacement of spark plugs, adjusting timing, valves, carburetor needle, and replacement of coil, condenser, and breaker points.
2. Removes and disassembles major units such as engine, transmission, differential; inspects parts for wear, and reassembles.
3. Repairs and replaces parts such as pistons, rods, gears, and bearings.
4. Overhauls and replaces carburetors, generators, radiators, alternators, starters, distributors and pumps.
5. Rewires ignition system, lights and instrument panel.
6. Realigns and adjusts brakes, repairs or replaces shock absorbers.
7. Replaces and adjusts headlights, and installs or repairs accessories such as radios, heaters, mirrors, and windshield wipers.
8. Performs additional repairs as needed.

9. Performs routine maintenance and repairs on bucket trucks as needed.

B. Heavy and Light Equipment Repair and Maintenance

1. Analyzes malfunctions, and repairs, rebuilds, and maintains heavy/light construction equipment such as tractors, bat wings, lawn mowers, weed eaters, pressure washers, small engines, etc.
2. Replaces defective engines and subassemblies.
3. Replaces or repairs major components, attachments or implements such as blades, tracks, compressors, etc.

C. Miscellaneous

1. Welds to repair broken or cracked frames, bars, plates, and other metal objects on machinery. Fills holes and builds up metal parts.
2. Replaces batteries, hydraulic fluid, oil, antifreeze/coolant, etc.
3. Repairs or replaces tires.
4. Performs related mechanic duties as required.
5. Performs various duties including operation of equipment and some manual labor as needed.
6. Tests repaired equipment to ensure operating efficiency.
7. Makes recommendations to supervisor concerning specification requirements for bidding and purchasing of new equipment.
8. Ensures Vehicle / Equipment fleet is kept in safe operational working order.
9. Ensures all Vehicles/Equipment in fleet receive routine maintenance on schedule.
10. Ensures accurate records are maintained for repairs/maintenance performed on all Vehicles/Equipment.

Knowledge, Skills, and Abilities

1. Verbal skills to communicate information to supervisors, co-workers, and vendors.
2. Writing skills to clearly and neatly complete routine forms and order parts.
3. Reading skills to understand equipment and maintenance manuals, parts lists, instructions.
4. Math skills to understand precision gauges to measure and fit parts.
5. Listening skills to receive information about equipment problems.
6. Skills in the use of hand and machine tools and equipment used in automotive repair.
7. Skills in the use of major items of electronic and mechanical shop equipment and machinery.
8. Skills in operating various types of equipment.
9. Skills in analyzing and diagnosing problems in automotive and heavy/light construction equipment.
10. Knowledge of safety rules, including accident causes and prevention.
11. Knowledge of first aid procedures.
12. Ability to work independently without close supervision
13. Knowledge of county policies, procedures and rules.
14. Knowledge of/and has ability to work on Tier 4 engine component.
15. Required to wear uniforms as directed by Parks Supervisor.

Physical Characteristics

1. See well enough to read regular print and numbers without error or transposition and inspect small parts.
2. Hear well enough to talk on telephone, to determine mechanical problems.
3. Speak clearly enough to communicate information to helper.
4. Use of hands and fingers to write, to use tools.
5. Strength to lift 50 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body movement to climb on top of or crawl under various types of equipment.

Minimum Qualifications

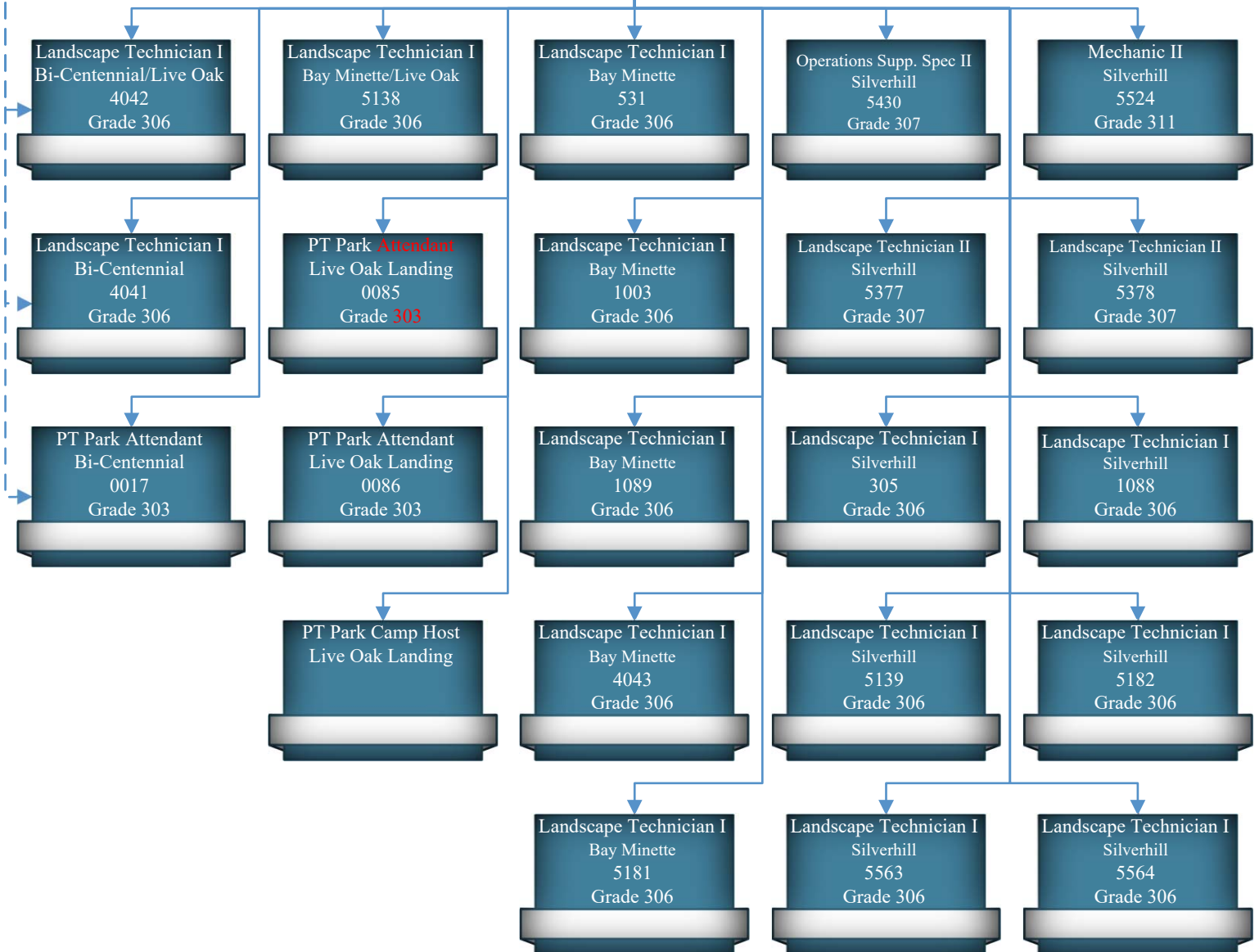
1. Willing to work overtime and weekends in emergencies.
2. Have a valid commercial driver's license. (CDL – Class A).
3. Willing to travel to pick up parts, materials and gather quotes out of area.
4. Experience in automotive and heavy equipment repairs and maintenance, small tools, and engines.

Commission Administration
County Administrator
727
Grade S325

Parks Dept
Horticulturist
1047
Grade S317

Parks Dept
Parks Supervisor
269
Grade S313

Archives and History
Archivist
1005
Grade S316





Baldwin County Commission

Agenda Action Form

File #: 21-1071, **Version:** 1

Item #: BQ4

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Terri Graham, Development and Environmental Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Solid Waste Department - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Amy Galemore from the Deputy Solid Waste Officer I position (PID #5391) grade 310 (\$18.461 per hour / \$38,398.88 annually) to fill the open Deputy Solid Waste Officer II position (PID #5584) at a grade 311 (\$19.938 per hour / \$41,471.04 annually), in the Solid Waste Collections Department (54800), to be effective no sooner than August 2, 2021; and
- 2) Approve the promotion of Charles Stanford from the Assistant Collections Supervisor position (PID #5197) grade 313 (\$27.717 per hour / \$57,651.36 annually) to fill the open Collections Supervisor position (PID #4066) at a grade 314 (\$29.934 per hour / \$62,262.72 annually), in the Solid Waste Collections Department (54800), to be effective no sooner than August 2, 2021; and
- 3) Approve the promotion of Roy Kelley from the Landfill Equipment Operator III position (PID #1050) grade 309 (\$17.868 per hour / \$37,165.44 annually), at the Magnolia Landfill (54300), to fill the open Landfill Equipment Operator IV position (PID #376) at a grade 311 (\$19.297 per hour / \$40,137.76 annually), at the Solid Waste MacBride Landfill (54330), to be effective no sooner than August 2, 2021; and
- 4) Approve the employment of Larry Briggs to fill the open Landfill Equipment Operator III position (PID #1050) grade 309 (\$16.910 per hour / \$35,172.80 annually), at the Magnolia Landfill (54300), to be effective no sooner than July 26, 2021; and
- 5) Approve the employment of Thomas Norris to fill the open Landfill Equipment Operator II position (PID #1049) grade 308 (\$16.100 per hour / \$33,488.00 annually), at the Magnolia Landfill (54300), to be effective no sooner than July 26, 2021; and
- 6) Approve the updated organizational chart for the Solid Waste Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Development and Environmental Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$1,229.88 - savings

Budget line item(s) to be used: 51154330.51130; 51154300.51130; 51054800.51130

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

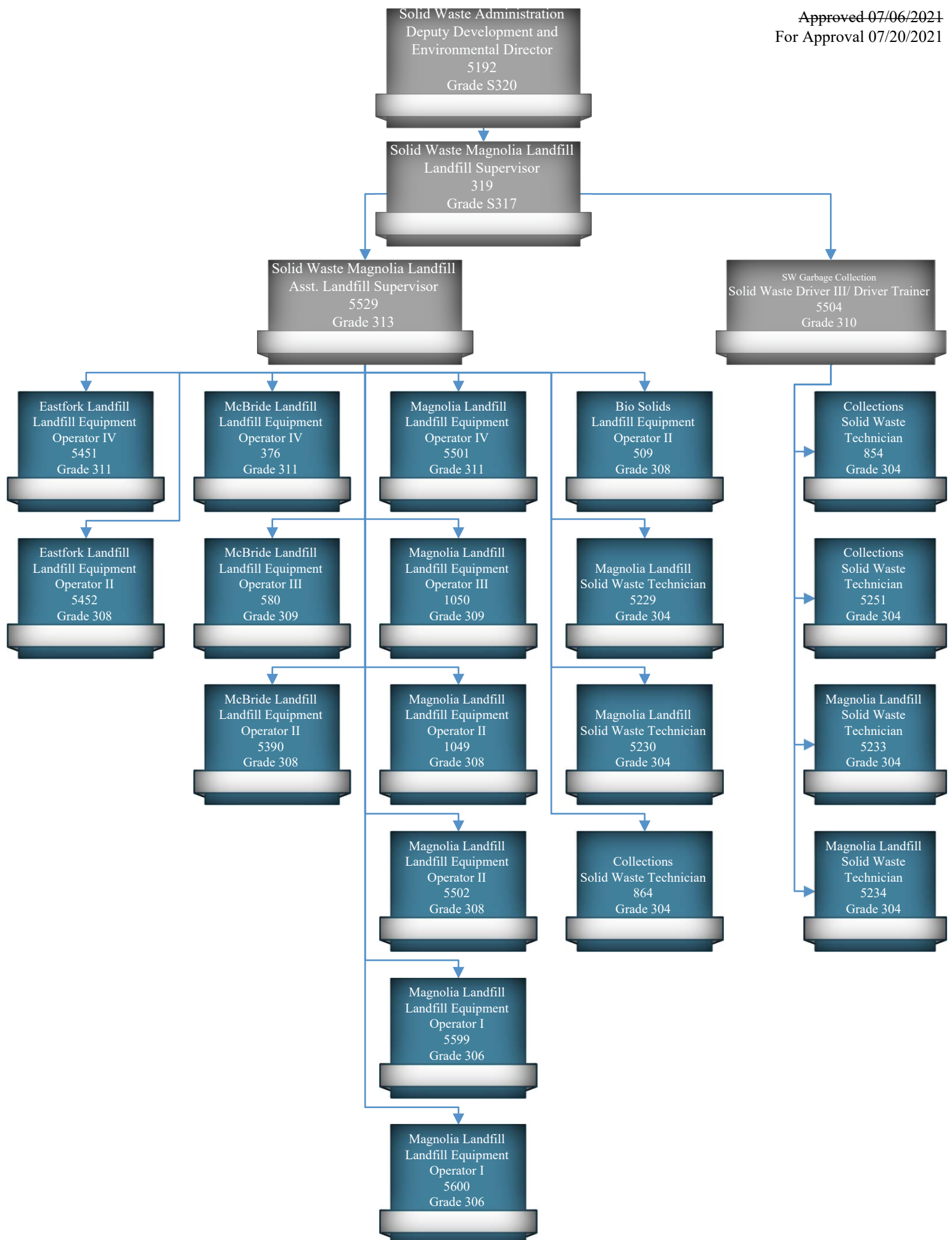
Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A

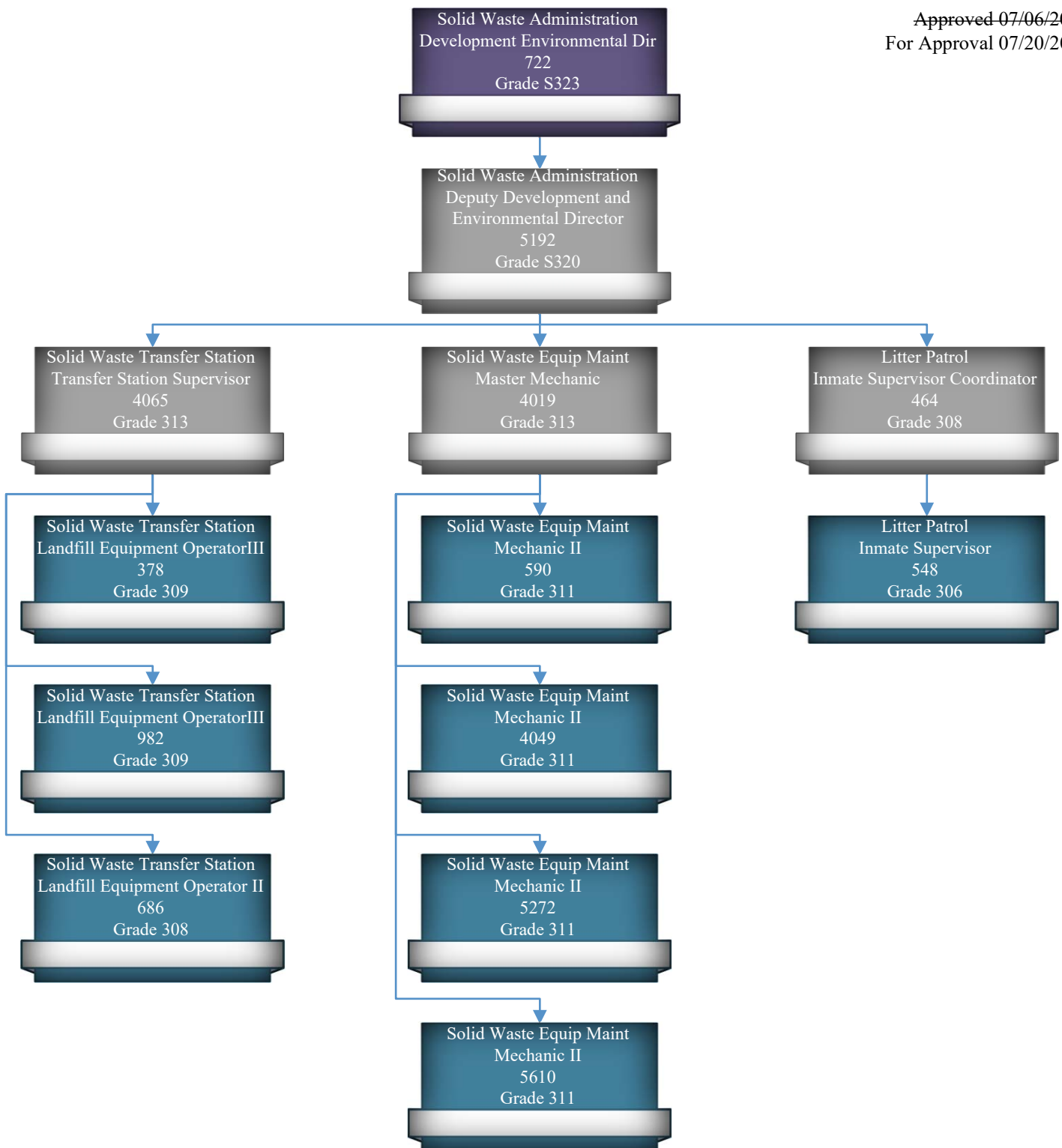
Additional instructions/notes: N/A













Baldwin County Commission

Agenda Action Form

File #: 21-1068, **Version:** 1

Item #: BQ5

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Personnel Department - One-time Additional Paid Holiday for County Employees - December 23, 2021

STAFF RECOMMENDATION

Take the following actions:

- 1) In accordance to Baldwin County Commission Employee Handbook, Policy IV. F. Holidays, approve a one-time additional paid holiday for Baldwin County employees to be observed on Thursday, December 23, 2021; and
- 2) Adopt Resolution #2021-095, in regard to exercising the authority provided at Section 11-1-8 of the Code of Alabama 1975, and without limitation, to close certain public buildings owned or leased by and under the control of the Baldwin County Commission, only on Thursday, December 23, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: During the July 6, 2021, Baldwin County Regular Meeting, the Commission discussed the recognition of December 23, 2021, as part of the recognized Christmas holiday. The Staff Recommendation will formalize the one-time additional holiday.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel, Commission Administration

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

Administration staff email notice of action to Courthouses/Judges group once approved.

Prior to closures (December 13, 2021): Administration staff prepare public notice, email notice to BCC Contacts/Baldwin County Media/Fire Dept/Courthouses (Presiding Judge); Post notice at County facilities December 13, 2021.

Additional instructions/notes: N/A

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**RESOLUTION #2021-095
OF THE
BALDWIN COUNTY COMMISSION**

IN REGARD TO EXERCISING THE AUTHORITY PROVIDED AT SECTION 11-1-8 OF THE CODE OF ALABAMA 1975, AND WITHOUT LIMITATION, TO CLOSE CERTAIN PUBLIC BUILDINGS OWNED OR LEASED BY AND UNDER THE CONTROL OF THE BALDWIN COUNTY COMMISSION, ONLY ON THURSDAY, DECEMBER 23, 2021.

WHEREAS, Section 11-1-8 of the Code of Alabama 1975, without limitation authorizes the Baldwin County Commission as follows:

“The county commission of any county in the State of Alabama may by resolution close the offices in the county courthouse or other county buildings on legal holidays set pursuant to Section 1-3-8, or for special circumstances deemed necessary or appropriate. Notice of the closing shall be posted at the courthouse and shall be published otherwise in the manner as the county commission may direct. In the event that any documents required to be filed by a time certain deadline cannot be filed in a timely manner due to the closing of an office under this section, the deadline for filing shall be extended to the date that the office is reopened as provided in Section 1-1-4.”

; and

WHEREAS, at this time, the Baldwin County Commission wishes to grant Baldwin County employees a one-time additional county holiday, to be observed on Thursday, December 23, 2021, in conjunction with the Christmas Eve and Christmas Day holiday; therefore

COMES NOW, this honorable county governing body determining that granting Baldwin County employees a one-time additional holiday is in order, and desires to close certain public buildings on Thursday, December 23, 2021, only as hereinbelow authorized; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, we hereby determine that in order to grant the Baldwin County employees who work in public buildings owned or leased by and under the control of the Baldwin County Commission, a one-time additional holiday, this political subdivision desires to authorize, by this instrument, the closure of all non-essential Baldwin County Commission owned or leased or controlled facilities on Thursday, December 23, 2021.

FURTHER, BE IT RESOLVED, that the Chairman of the Baldwin County Commission shall have the authority to determine essential county facilities that need to remain open, which at this time, for this one-time holiday on Thursday, December 23, 2021, only, are determined to be the Baldwin County Regional Juvenile Detention Center, designated personnel of the Baldwin County Solid Waste Department, Baldwin County Sheriff’s Office and the Baldwin County Corrections Center.

DONE, under the Seal of the County Commission of Baldwin County, Alabama, on this the 20th day of July, 2021.

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-1070, **Version:** 1

Item #: BQ6

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Personnel Department - Employee Handbook Change

STAFF RECOMMENDATION

As authorized pursuant to Section 45-2-120, et.seq., Code of Alabama 1975, and without limitation, and related to the Baldwin County Commission Employee Handbook, approve revisions, effective July 20, 2021, to policies IV.F. Holidays, as set forth in the Employee Handbook as expressly amended by these provisions. All other terms, provisions and policies contained in the Employee Handbook shall remain in full force and effect. In the event of a conflict between the amended provisions and the remaining provisions contained in the Employee Handbook, the amended provisions shall govern, and the contrary or conflicting provision in the Employee Handbook shall be deemed repealed.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Employee Handbook was adopted on April 2, 2013, and amended on June 15, 2021. The Personnel Director recommends updating the above policy to include the new federally recognized Juneteenth Independence Day holiday.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel

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

Additional instructions/notes: N/A

IV.F. Holidays

Baldwin County observes the holidays listed below. Full-time employees are eligible to be paid for these holidays if he or she is in a paid status. The Commission will announce any additional holidays. Offices may be closed without further notice on the following days:

- New Year's Day;
- Martin Luther King, Jr. Day;
- President's Day;
- Mardi Gras Day;
- Good Friday;
- **Juneteenth Independence Day;**
- Memorial Day;
- Independence Day;
- Labor Day;
- Veteran's Day;
- Thanksgiving Day;
- Day after Thanksgiving;
- Christmas Eve; and
- Christmas Day.

If a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday will be observed on Monday.

Employees are required to be present at work on the workday scheduled immediately preceding and following a holiday unless leave has been pre-approved. If an employee is absent due to illness, he or she must present a doctor's excuse to be paid for the holiday. If an employee is on leave without pay the day before or the day after a holiday or has leave without pay for the whole week of the holiday, then the employee will not be eligible for holiday pay.

All eligible full-time and Appointed/Appointed Contract employees shall receive eight (8) hours pay at their regular base pay rate for each paid holiday. Should any hourly employee be required to work on a holiday, he or she shall receive holiday pay plus hours worked.

If an employee wishes to observe a religious holiday, the employee must communicate with his or her supervisor to make arrangements. Annual leave will be used for time off taken for religious holidays. If the employee has no accrued annual leave, he or she shall use leave without pay.



Baldwin County Commission

Agenda Action Form

File #: 21-1075, **Version:** 1

Item #: DR1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Linda Lee, Planner

Submitted by: Linda Lee, Planner

ITEM TITLE

Case No. Z-21016 - Pate Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2021-083, which approves Case Z-21016, Pate Property, as it pertains to the rezoning of 2.26 acres, more or less, as located in Planning (Zoning) District 32, from RSF-1, Single-Family District, to RSF-E, Single-Family Estate District

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject request involves one parcel which consists of approximately 2.26 acres. The current zoning is RSF-1, Single-Family District, and the requested zoning is RSF-E, Single-Family Estate District, for the purpose of allowing for an accessory structure to house agricultural equipment and allow horses on the property.

The Planning Commission considered this request at its June 3, 2021, meeting and voted unanimously to recommend approval to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration

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

Send Notice of Action to the following:

Mr. Stephen and Karen Pate
28617 N. Quarry Drive
Elberta, Alabama 36530

Additional instructions/notes: N/A



Baldwin County Planning & Zoning Department

Baldwin County Commission Staff Report

Agenda Item

Case No. Z-21016

Pate Property

Rezone RSF-1, Single Family District to RSF-E, Single Family Estate District

July 20, 2021

Subject Property Information

Planning District: 32
General Location: South side of Josephine Drive east of Marjon Lane
Physical Address: 6409 Josephine Drive
Parcel Number: 05-62-07-25-0-000-055.000
Existing Zoning: RSF-1, Single Family District
Proposed Zoning: RSF-E, Single Family Estate District
Existing Land Use: Undeveloped
Proposed Land Use: Accessory Structure for Agricultural Equipment and to allow Horses
Acreage: 2.26± acres
Applicant: Stephen and Karen Pate
28617 N. Quarry Drive
Elberta, AL 36530
Owner: Same
Lead Staff: Linda Lee, Planner
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Undeveloped	RA, Rural Agricultural District
South	Residential	RA, Rural Agricultural District
East	Residential	RMF-6, Multi-Family District
West	Residential	RSF-1, Single Family District

Summary

The subject property is currently zoned RSF-1, Single Family District, and is currently undeveloped. The property adjoins Josephine Drive to the south. The adjoining properties are residential, and vacant. The requested zoning designation is RSF-E, Single Family Estate District. According to the submitted information, the purpose of this request is to accommodate an accessory structure to house agricultural equipment and allow horses on the property.

Section 4.2 RSF-1, Single Family District

4.2.1 Generally. This zoning district is provided to afford the opportunity for the choice of a low density residential environment consisting of single family homes on large lots.

4.2.2 Permitted uses. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.2.3 Conditional uses. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.2.4 Special exception. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

4.2.5 Area and dimensional ordinances. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

4.1.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Agricultural uses.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.1.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.1.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.1.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
--------------------	---------

Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Agency Comments

Baldwin County Highway Department:

From: Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>

Sent: Monday, May 17, 2021 11:22 AM

To: D Hart <DHart@baldwincountyal.gov>

Cc: Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>; Buford King <Buford.King@baldwincountyal.gov>

Subject: RE: Z-21016

DJ,

Baldwin County does maintain this roadway. The driveway connection would be applied for through Area 300 Maintenance facility

Thanks,
Weesie

Baldwin County Subdivision Department:

From: Buford King <Buford.King@baldwincountyal.gov>

Sent: Monday, May 17, 2021 2:16 PM

To: D Hart <DHart@baldwincountyal.gov>; Mary Booth <MBOOTH@baldwincountyal.gov>

Cc: Alfreda Jeffords <Weesie.Jeffords@baldwincountyal.gov>; Tyler W. Mitchell <TMITCHELL@baldwincountyal.gov>

Subject: RE: Z-21016

Hi DJ, no real subdivision comments on this one, I think this is strictly land use

From: Mary Booth <MBOOTH@baldwincountyal.gov>

Sent: Monday, May 17, 2021 1:07 PM

To: D Hart <DHart@baldwincountyal.gov>

Cc: Buford King <Buford.King@baldwincountyal.gov>

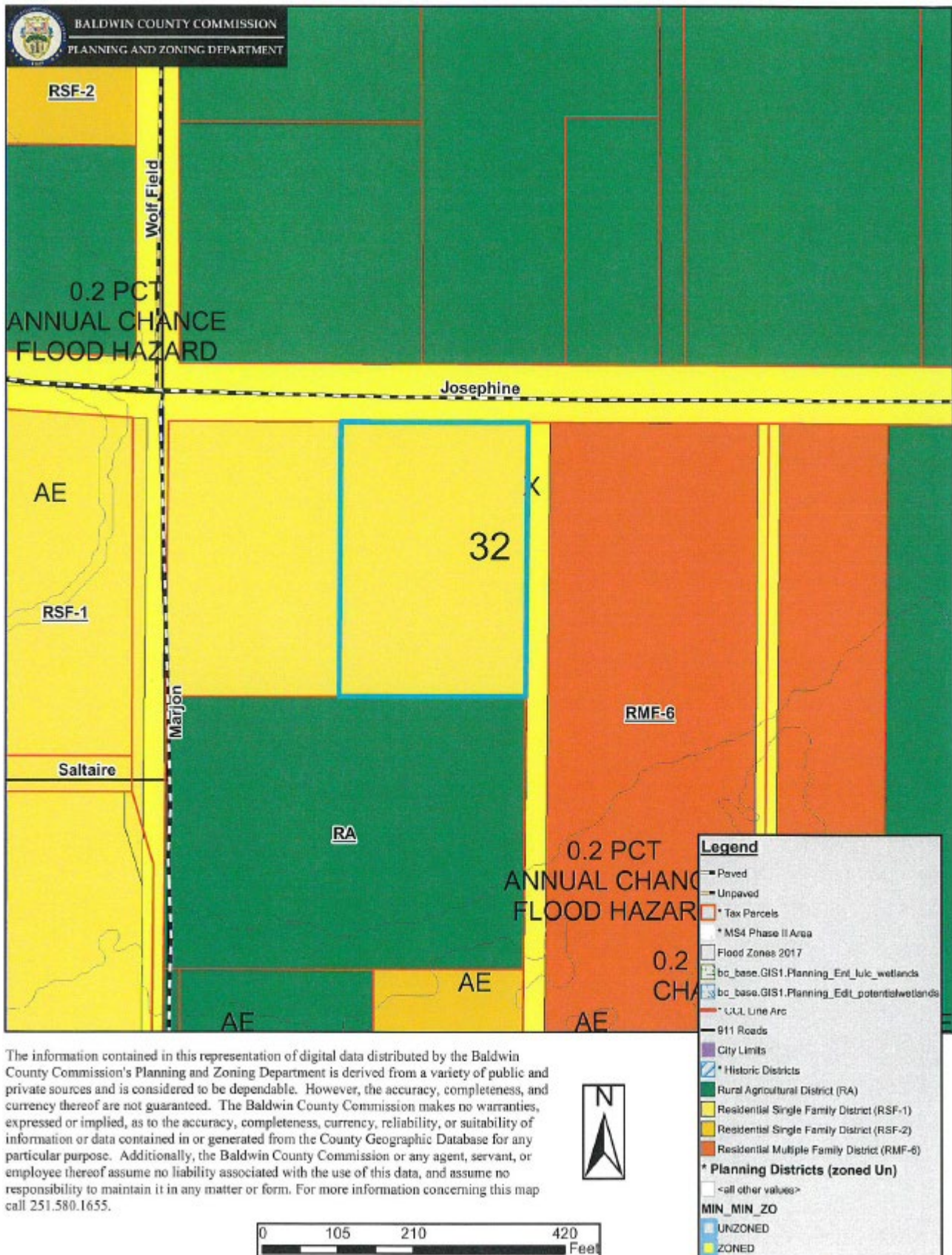
Subject: RE: Z-21016

I have no comments.

Thanks,
Mary

Alabama Department of Transportation: No comments received

Survey



The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently zoned RSF-1, Single Family District, and is undeveloped. The adjacent properties are zoned RSF-1, RMF-6, and RA. The adjacent uses are residential. The requested change is a residential designation which allows agricultural uses. Staff believes the requested change is compatible with the existing development pattern and zoning of nearby properties.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

Planning District 32 zoning map was adopted in December 1995. The subject property was zoned RA, Rural Agricultural District at that time. In 2016, the property owner requested an automatic rezoning from RA, Rural Agricultural District to RSF-1, Single Family District to allow the original parcel to be divided into two parcels.



3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential has been provided for the subject property. The residential category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to

The proposed zoning change conforms to the Master Plan.



5.) Will the proposed change adversely affect traffic patterns or congestion?

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

The RSF-E zoning designation allows for residential and agricultural uses which would be consistent with the development patterns in the area and appropriate for orderly development of the community.

7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

This area of Planning District 32 consists mostly of residential and agricultural zoning districts. Adjacent properties are zoned for residential and agricultural uses. Therefore, staff believes the proposed rezoning is a logical expansion of adjacent zoning districts and appropriate for the lot size.

8.) Is the timing of the request appropriate given the development trends in the area?

Staff believes that timing is appropriate given development trends in the area.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request. The Alabama Department of Environmental Management (ADEM) provided no comments.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Staff anticipates no adverse impacts. Access to this site would require approval from the Baldwin County Highway Department.

11.) Other matters which may be appropriate.

The Highway Construction Setback for Josephine Drive is 40 feet from the centerline of the right-of-way.

Staff Comments and Recommendation

As stated previously, the subject property is currently zoned RSF-1, Single Family District, and is currently undeveloped. The property adjoins Josephine Drive to the south. The adjoining properties are residential, and vacant. The requested zoning designation is RSF-E, Single Family Estate District. According to the submitted information, the purpose of this request is to accommodate an accessory structure to house agricultural equipment and allow horses on the property.

The Baldwin County Planning Commission considered this request at its June 3, 2021 meeting and voted to recommend APPROVAL to the County Commission. Staff concurs with that recommendation.

**On rezoning applications, the County Commission will have the final decision.*

Property Images





**Property across the
road to the north**

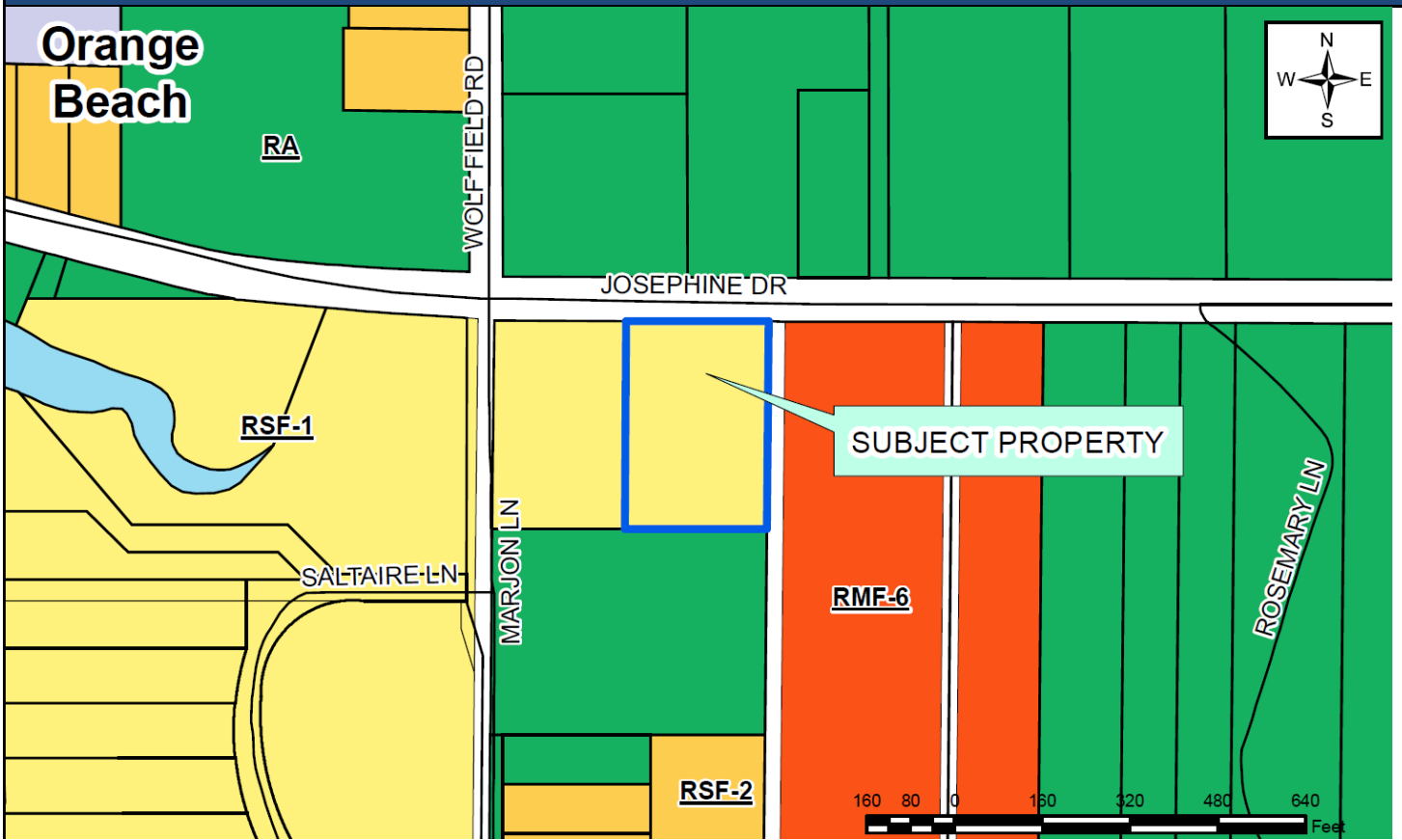


**Adjoining property
to the east**



**Adjoining property
to the west**

Locator Map



Site Map



STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2021-083

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-21016, Pate Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Stephen and Karen Pate, have petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 32, for property identified herein and described as follows:

Commencing at the Northwest corner of Section 25, Township 8 South, Range 5 East, Baldwin County, Alabama; run South 780.83 feet to a point; thence run South 89 degrees, 59 minutes, 09 seconds East, 20 feet to a point; thence run North 375.0 feet to a point; thence run South 89 degrees, 59 minutes, 09 seconds East, 232.30 feet to the point of beginning; thence run North 379 feet to a point; thence South 88 degrees, 43 minutes, 52 seconds East, 239.86 feet to a point; thence South 375.19 feet, more or less, to a point; thence North 88 degrees, 43 minutes, 52 seconds West 232.30 feet to the point of beginning.

Otherwise known as tax parcel number, **05-62-07-25-0-000-055.000**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-1, Single-Family District, to RSF-E, Single Family Estate District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on June 3, 2021, and voted to recommend approval of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on July 20, 2021; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 32 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-21016, Pate Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 32 from RSF-1, Single-Family District, to RSF-E, Single Family Estate District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 32 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **20th** day of **July 2021**.

Honorable Joe Davis, III, Chairman

ATTEST

Wayne Dyess, County Administrator

- All off-street parking associated with the riding academy shall be located on the subject property and no parking along the right-of-way shall be permitted.
- Limit the number of horses on the lot to be 6 at any time.

b.) CASE Z-21016 PATE REZONING REQUEST

Linda Lee presented the request to rezone approximately 2.08 acres from RSF-1, Residential Single Family, to RSF-E, Residential Single Family Estate to allow an accessory structure and horses on the property. The subject property is located on the south side of Josephine Drive, east of Marjon Lane in Planning District 32. Mrs. Lee reported recommendation of approval by staff.

Applicants Steve and Karen Pate spoke in favor of the request. Mrs. Lee and Mrs. Pate answered questions from commission members. There was no one present to speak in opposition of the request.

Jason Padgett made a motion to recommend approval of request to the County Commission. Daniel Nance seconded the motion. All members voted aye. **Motion to recommend approval of Case Z-21016 Pate Property Rezoning Request from RSF-1, Residential Single Family to RSF-E Residential Single Family Estate carries on a vote of 4-0.**

c.) CASE Z-21017 KINGS COURT TRUST PROPERTY REZONING REQUEST

Celena Boykin presented the request to rezone approximately 3 acres from RSF-1, Residential Single Family to RV-2, Recreational Vehicle Park to allow development of an RV Park. The subject property is located at the northwest intersection of County Road 26 and Grantham Road in Planning District 21. Mrs. Boykin reported recommendation of approval by staff contingent upon the applicant combining the 3 lots into 1.

Bobby King was present to represent the applicant. Mrs. Boykin answered questions from the Commission. No one spoke in opposition of the request.

Daniel Nance made a motion to recommend approval to County Commission. Michael Mullek seconded the motion. All members voted aye. **Motion to recommend approval of Case Z-21007 Kings Court Trust Property Rezoning Request to rezone approximately 3 acres from RSF-1 to RV-2 carries on a vote of 4-0.**

VIII. OLD BUSINESS

a.) S-19039 ISABELLA ESTATES DEVELOPMENT PERMIT EXTENSION APPROVAL

Mary Booth presented the request for extension of Development Permit Approval for a 5-lot subdivision on approximately 31.3 acres. The subject property is located on the western side of County Road 112 between Horseneck Road and Phillipsville Road (County Road 61) in unzoned Planning District 5. Mrs. Booth reported recommendation of approval by staff for a one year extension.

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case# Z-21016

Pate Property

Re-zone RSF-1 to RSF-E

6/3/2021

Motion: TO RECOMMEND APPROVAL

Made by: JASON PADGETT

Motion Seconded by: DANIEL NANCE

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Steven Pumphrey	-	
Daniel Nance	X	
Brandon Bias	A	A
Bonnie Lowry	A	A
Robert Davis	X	
Plumer Tonsmeire	A	A
Jason Padgett	X	
Michael Mullek	X	
Greg Seibert	A	A

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 4-0

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
Date: 7/9/2021
Re: Z-21016, Pate Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 6/3/2021

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-21016, Pate Property

The Planning and Zoning Commission meeting was held **Thursday June 3, 2021**.

The County Commission public hearing is scheduled for **Tuesday July 20, 2021**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

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

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

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

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

05/19/2021

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

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

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

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



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 05/19/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 324408

Case No. Z-21016 Pate Property

Amount of Ad: \$119.34

Legal File# Z-21016

BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING Case No. Z-21016 Pate Property Planning District 32

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Stephen and Karen Pate, owner of property located at 29086 Josephine Drive in Planning District 32. The applicant is requesting approval to rezone 2.08± acres from RSF-1 Single Family District to RSF-E - Estate Res District. The Parcel Identification Number is 05-62-07-25-0-000-055.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission, which is scheduled for Thursday, June 3, 2021, beginning at 4:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

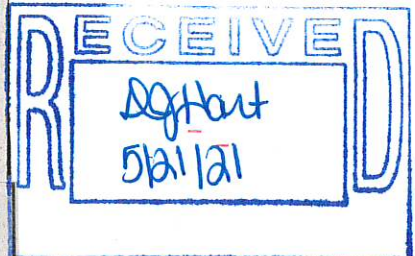
The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the

Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
May 19, 2021



Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
Date: 7/9/2021
Re: Z-21016, Pate Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 7/20/2021

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-21016, Pate Property

The Planning and Zoning Commission meeting was held **Thursday June 3, 2021**.

The County Commission public hearing is scheduled for **Tuesday July 20, 2021**.

Please let me know if you have any questions.

Thank You,

DJ Hart



THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

June 30, 2021

Account # 987101 PO # _____

Cost \$ 496.13 Ad # 277614

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning
& Zoning
2-21014

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

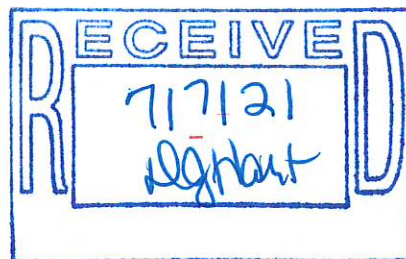
This 30th day of June, 20 21
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



Robertsdale police reports

June 9

10:32 a.m., car fire, Rochelle Loop West (time of reported occurrence was 10 a.m.). Case closed, administratively cleared.

10:45 a.m., criminal mischief, third degree, Pennsylvania Street (time of reported occurrence was between midnight June 8 and 10:40 a.m. June 9). Case pending.

12:43 p.m., burglary, third degree, Pennsylvania Street (time of reported occurrence was between noon June 8 and 12:41 p.m. June 9). Case

closed, administratively cleared.

1:05 p.m., medical assist documentation, Memphis Way. Case closed, administratively cleared.

June 10

7:39 p.m., domestic violence, third degree, Walston Drive. Case closed, exceptional clearance, prosecution declined.

11:10 p.m., permitting dogs to run at large, Courtney Lane (time of reported occurrence was 10:59 p.m.). Case closed, administratively cleared.

June 11

4:43 a.m., discharging a firearm in city limits, Ammandale Drive. Case pending.

4:02 p.m., theft-vehicle parts, fourth degree, Walmart, Alabama 59 (time of reported occurrence was between 6 and 7 p.m. June 10). Case pending.

4:08 p.m., swindle, third degree, Robertsdale Police Department, East Chicago Street (time of reported occurrence was between 5:21 a.m. and 4:08 p.m.). Case pending.

June 12

3:10 a.m., Milwaukee Street (Alabama 59), Destiny Michelle Kinsey, 21, of Foley, charged with pedestrian under the influence.

June 13

11:59 a.m., theft of property, fourth degree, Walmart, Alabama 59 (time of reported occurrence was between 10:17 p.m. June 3 and June 13 (unspecified time). Case pending.

7:31 p.m., Milwaukee Street (Alabama 59), Vanessa Ann Lane, 41, of

Bay Minette, charged with driving under the influence (alcohol).

11:33 p.m., Alabama 59, Cassandra Michelle Cunningham, 24, of Foley, charged with public intoxication.

June 14

6:55 p.m., Talbot Lane, William Eugene Gilling Jr., 56, of Robertsdale, charged with domestic violence, third degree.

June 15

1:09 a.m., Robertsdale Police

Department, North Chicago Street (time of reported occurrence was 5 p.m. June 14), Dakota William Michael Copeland, 26, of Gulf Shores, charged with driving while license revoked.

5:59 p.m., burglary, third degree, theft of article from auto, Bear Drive. Case pending.

8:46 p.m., dog bite, no address on report (time of reported occurrence was between 6:15 and 6:30 p.m.). Case closed, administratively cleared.

CENTENNIAL

CONTINUED FROM 1A

Central Baldwin Chamber of Commerce, Kroll said.

The coloring page for the 5 to 8 age group contest can be copied from the Robertsdale Centennial Celebration's page on Facebook or can be picked up at the Chamber.

Entries will be judged by city of Robertsdale officials and winning artwork will be displayed at the PZK Hall, while grand prizes with trophies for the winners will be announced on the day of the kickoff.

There will also be chances to win a cooler donated by Campbell Hardware & Sporting Goods in Robertsdale, Kroll said.

Free Sweet Home coffee and Ms. K famous snow cones will also be available for the first 300 participants, and 300 Centennial T-shirts will be available on the day of the kickoff, Kroll said.

"Our plan is to have a limited number of T-shirts available at every event," Kroll said, "so we encourage everyone to get their commemorative T-shirt as soon as possible before they run out."

There will also be a food truck set up at the PZK with Stevie's Kitchen selling hotdog meals, chicken salad sandwiches and gumbo, Kroll said.

Events at the PZK end at 4 p.m. and will shift to Garrett Park.

The food truck will be available after 4 p.m. at the park. The Robertsdale Honeybee Queens will also be selling food at the park's concession stand beginning at 4 p.m., Kroll said.

At 5:30 p.m., Tiffany Plato will open the official ceremony with the singing of the National Anthem.

Mayor Charles Murphy will introduce all of the award winners for daily events, including prizes for the car and tractor show, art contest and exhibits.

He will also introduce the Centennial Queens which were crowned during a special ceremony held June 18 at the PZK Hall.

From 6 to 8 p.m., there will be entertainment provided by Brittany Grimes and Wylie Pete with the city's annual fireworks show kickoff off at dark, around 9 p.m.

"We want this to be a special event to commemorate a special year for our city,"

Kroll said.

While the city celebrated its actual anniversary in January, events to commemorate the occasion were postponed because of the pandemic.

There will also be additional events to commemorate the Centennial surrounding the city's Honeybee Festival which is scheduled for Nov. 6.

There will be a chili contest and a booth set up with a limited supply of T-shirts and other Centennial memorabilia.

Events will culminate in 2022 with a Centennial Pa-

rade scheduled for Saturday, Feb. 19, followed by the Centennial Ball following the theme "Roaring 20s" which is set for Feb. 26. Although a location has not yet been finalized, Kroll said, the hope is to have the Ball at the Baldwin County Coliseum on Fairground Road.

It is also hoped to have an exhibit with Centennial-themed artwork from local students at Robertsdale High School and surrounding schools following the start of the school year in August, but the event will have to be approved by school officials, Kroll said.



Centennial Queen Virginia Boseck and Mayor Charles Murphy.

QUEENS

CONTINUED FROM 1A

Chair Stephanie Kroll. The Centennial Queens will represent Robertsdale

at its Centennial festivities, which will kick off with a special celebration on Sunday, July 4. Check out Robertsdale Centennial Celebration on Facebook for more Centennial celebrations.



Centennial Queens were presented by Mayor Charles Murphy, far right. Queen Virginia Boseck, HoneyBee Queen Breanna Schmierer and Young Miss Honeybee Jorja Boseck. Pictured, from left, Adalyn Lyles, Addison Kucera, Emme Kate Lynn, Jorja Boseck, London Lace Brill, Virginia Boseck, Ella Brewer, Breanna Schmierer, Morgan Kroll, Matalyne Kroll, Kyla Carpenter and Holly Steelman.

SUBMITTED PHOTOS

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

Case No. Z-21016
Pate Property
Planning District 32

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Stephen and Karen Pate, owner of property located at 29086 Josephine Drive in Planning District 32. The applicant is requesting approval to rezone 2.08± acres from RSF-1 Single Family District to RSF-E - Estate Res District. The Parcel Identification Number is 05-62-07-25-0-000-055.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission, which is scheduled for **Tuesday, July 20, 2021**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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Robertsdale, AL 36567

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NOTICE OF PUBLIC HEARING

Case No. Z-21017
Kings court Trust Property
Planning District 21

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Kings court Trust/Carol King, Trustee/A. Scott Curtis, Trustee, owner of property located Grantham Road and County Road 26 in Planning District 21. The applicant is requesting approval to rezone 3.006± acres from RSF-1 Single Family District to RV-2 - RV Park District. The Parcel Identification Numbers are 05-55-07-35-0-000-009.011 and 05-55-07-35-0-000-009.010 and 05-55-07-35-0-000-009.009.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission, which is scheduled for **Tuesday, July 20, 2021**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
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You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

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GULF COAST MEDIA

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

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

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

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

06/23/2021, 06/30/2021, 07/07/2021

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

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

X

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

X

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



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 07/07/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 325686

Z-21016 Pate Property

Amount of Ad: \$350.88

Legal File# Pate Property

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING Case No. Z-21016 Pate Property Planning District 32

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Stephen and Karen Pate, owner of property located at 29086 Josephine Drive in Planning District 32. The applicant is requesting approval to rezone 2.08± acres from RSF-1 Single Family District to RSF-E - Estate Res District. The Parcel Identification Number is 05-62-07-25-0-000-055.000.

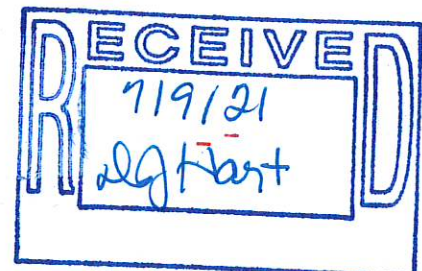
The public hearing will be conducted during the next regular meeting of the Baldwin County Commission, which is scheduled for Tuesday, July 20, 2021, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
June 23-30; July 7, 2021





Baldwin County Commission

Agenda Action Form

File #: 21-1067, **Version:** 1

Item #: DR2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Celena Boykin, Senior Planner

Submitted by: Celena Boykin, Senior Planner

ITEM TITLE

Case No. Z-21017 - Kings Court Trust Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2021-084, which approves Case No. Z-21017, Kings Court Trust Property, as it pertains to the rezoning of 3.0 acres, more or less, as located in Planning District 21, from RSF-1, Residential Single-Family District, to RV-2, Recreational Vehicle Park District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject property is currently zoned RSF-1, Residential Single-Family District, and is vacant. The requested designation is RV-2, Recreational Vehicle Park District. According to the submitted information, the purpose of this request is to allow for an RV park similar to the one across the street. The property is located next to an active dirt pit and a power substation.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration

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

Send Notice of Action to the following:

Kings Court Trust
Post Office Box 220
Daphne, Alabama 36526

Additional instructions/notes:



Baldwin County Planning & Zoning Department

Baldwin County Planning Commission Staff Report

Agenda Item 8.c

Case No. Z-21017

Kings Court Trust Property

Rezone RSF-1, Residential Single Family District to RV-2, Recreational Vehicle Park District

June 3, 2021

Agenda Item 8.c

Subject Property Information

Planning District: 21
General Location: Corner of County Road 26 and Grantham Road
Physical Address:
Parcel Number: 05-55-07-35-0-000-009.009, 010, 011
Existing Zoning: RSF-1, Residential Single Family District
Proposed Zoning: RV-2, Recreational Vehicle Park District
Existing Land Use: Vacant
Proposed Land Use: Recreational Vehicle Park
Acreage: 3.0± acres
Applicant: Kings Court Trust
P.O. Box 220
Daphne, AL 36526
Owner: Same
Lead Staff: Celena Boykin, Senior Planner
Attachments: *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Vacant	RSF-1, Single Family District
South	Agricultural and Co Rd 26	RA, Rural Agricultural District County Rd 26
East	Agricultural and RV Park	RA, Rural Agricultural District RV-2, Recreational Vehicle Park District
West	Vacant	RSF-1, Single Family District

Summary

The subject property is currently zoned RSF-1, Residential Single Family District, and is vacant. The requested designation is RV-2, Recreational Vehicle Park District. According to the submitted information, the purpose of this request is to allow for an RV park similar to the one across the street. The property is located next to an active dirt pit and a power substation.

Section 4.2 RSF-1, Single Family District

4.2.1 Generally. This zoning district is provided to afford the opportunity for the choice of a low density residential environment consisting of single family homes on large lots.

4.2.2 Permitted uses. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.2.3 Conditional uses. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.2.4 Special exception. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

4.2.5 Area and dimensional ordinances. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

Section 5.6 RV-2, Recreational Vehicle Park District

5.6.1 *Purpose and intent.* The purpose of this section is to establish a zoning designation for lower density recreational vehicle parks.

5.6.2 *Permitted uses.* The following uses are permitted as of right, or as uses accessory to permitted uses in the RV-2, Recreational Vehicle Park District:

- (a) Extraction or removal of natural resources on or under the land.
- (b) Water well (public or private).
- (c) Silviculture.
- (d) Recreational Vehicle Park.
- (e) Accessory structures and uses.
- (f) Church or similar religious facility.

5.6.3 *Density.* The maximum number of recreational vehicle sites developed under RV-2 shall be 6 sites per acre.

5.6.4 *Land Area.* The minimum land area shall be three (3) acres.

5.6.5 *Standards.* Recreational vehicle parks developed under the RV-2 designation shall meet all standards, procedures and requirements found in Section 13.8 of the zoning ordinance.

Section 13.8 Recreational Vehicle (RV) Parks

13.8.1 *Purpose.* The purpose of this section is to establish minimum standards for recreational vehicle parks.

13.8.2 *Procedures and standards.*

(a) *Land use certificate required.* All recreational vehicle parks are subject to the standards contained in this section and will be required to obtain a land use certificate prior to being granted a building permit.

(b) *Where permitted.* Except as provided in Section 2.3.26.4(b) and Section 2.3.31.4, recreational vehicle parks are permitted as follows:

1. High Density
 - A. RV-1, B-4, M-1 and M-2 by right.
 - B. B-3 by conditional use approval.
 - C. RR, RA and CR by special exception approval.
2. Low Density
 - A. RV-1, RV-2, B-4, M-1 and M-2 by right.

- B. B-2, B-3 and OR by conditional use approval.
- C. RR, RA and CR by special exception approval.

(c) *Occupancy.* A recreational vehicle shall not be occupied as a living quarter unless it is located in a recreational vehicle park as herein provided or as provided in *Section 12.2.2*. No recreational vehicle shall be used as a permanent dwelling. Continuous occupancy extending beyond 4 months in any 12 month period shall be considered permanent occupancy.

(d) *Storage and parking.* Recreational vehicles may be parked or stored in residential districts as provided in *Section 15.3.9: Storage and parking of trailers and commercial vehicles*.

(e) *Maximum density.*

1. High Density: 15 campsites per acre
2. Low Density: 6 campsites per acre

(f) *Land area.* The minimum land area of a recreational vehicle park shall be three (3) acres.

(g) *Use.* Use of spaces in recreational vehicle parks is limited to recreational vehicles.

(h) *Water and sewer facilities.*

1. *Water.* Each recreational vehicle park shall be served with a public/private water supply system capable of providing domestic water use and fire protection.
2. *Sewer.* Each recreational vehicle park shall be served with sanitary sewer facilities meeting all requirements of the Baldwin County Health Department.

(i) *Setbacks.*

1. No space shall be so located that any part intended for occupancy for sleeping purposes shall be within 30-feet of any property line.
2. Recreational vehicles must be separated from each other and from other structures by at least 10-feet.

(j) *Access.*

1. No recreational vehicle park shall be located except with direct access to a paved county, state or federal highway, with a minimum lot width of not less than 50-feet for the portion used for entrance and exit.
2. No entrance or exit shall be through an existing residential subdivision.
3. Access drives must be a minimum of 24-feet wide for a two-way street and 12-feet wide for a one-way street and must be improved with a suitable hard surface permanent type of pavement such as asphalt, concrete, limestone or other similar surface approved by the Planning Commission.

(k) *Accessory uses.* Management headquarters, recreational facilities, toilets, showers, laundry facilities and other uses and structures customarily incidental to the operation of a recreational vehicle park are permitted as accessory uses.

(l) *Sites.*

1. Each recreational vehicle site must be at least 1,600 square feet in area.

2. Each recreational vehicle site must contain a parking pad improved with a suitable all-weather surface.

3. Each recreational vehicle site must contain at least one (1) off-street parking space improved with a suitable all-weather surface.

(m) *Buffering*. In the event a recreational vehicle park is located adjacent to residentially zoned property, a landscaped buffer with a minimum width of 30-feet shall be provided. Said buffer shall consist of a combination of canopy trees, understory trees and shrubs which shall be of sufficient height to create a visual barrier. No buffer will be required if the recreational vehicle park is located adjacent to agricultural, commercial, industrial or recreational property.

(n) *Existing recreational vehicle parks*. Recreational vehicle parks which exist at the time of zoning adoption or amendment are grandfathered and may continue to operate lawfully provided that the operation is not discontinued for more than one (1) calendar year or 365 consecutive days. The owner of an existing RV park may conduct maintenance and repairs which may include the replacement of accessory structures, hook-ups and utilities subject to the following conditions:

1. The cost of replacement shall not exceed 50 percent of the value of the park.
2. The recreational vehicle park shall not be expanded.
3. The footprints of accessory structures shall not be enlarged or moved.
4. The number of recreational vehicle spaces shall not be increased.

If the owner of an existing recreational vehicle park wishes to expand the recreational vehicle park, construct additional spaces and facilities or re-arrange spaces and facilities, the park shall at that time be brought into conformity with all requirements of this section.

Agency Comments

Baldwin County Highway Department, Weesie Jeffords:

If the property is to provide RV sites, then they will be subject to the requirements in the Baldwin County Subdivision Regulations regarding the development of property into an RV park. This includes provisions for stormwater and traffic. The site would need a commercial turnout onto either Grantham Rd or CR 26 permitted through the Permits section.

Army Corps of Engineers: No comments received.

ADEM: No comments.

Subdivision:

Mary Booth - My comments are the same as Weesie's

Bufford King - no significant comments on this one, nothing rising to the level that affects your staff report.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in Section 19.6 of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently zoned RSF-1, Residential Single Family District. The requested designation is RV-2, Recreational Vehicle Park District. The subject properties are vacant. The properties adjoin Grantham

Road to the east and County Road 26 to the south. The adjoining properties are residential, timberland, and agricultural.

2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?

Planning District 21 was zoned in June 2009. This area hasn't seen much residential growth. This area has primarily stayed agriculture and the immediate area has had a growth of dirt pits. Since zoning was implemented there have been twelve automatic rezonings to RSF-1 and six rezonings.

3.) Does the proposed zoning better conform to the Master Plan?

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential is provided for the subject properties. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, HDR, RMH and PRD.

If the rezoning is approved, the Future Land Use Map will be amended to reflect the designation of Commercial. This category provides for retail and wholesale trade facilities which offer convenience and other types of goods and services. Institutional uses, recreational uses, mixed-use developments and transportation, communication and utility uses may be included in accordance with the Zoning Ordinance. Multiple family developments may also be included. Commercial uses should be located on major streets so as to be accessible to the residential population. Zoning designations may include RR, B-1, B-2, B-3, B-4, LB, RV-1, RV-2, MR and TR.

4.) Will the proposed change conflict with existing or planned public improvements?

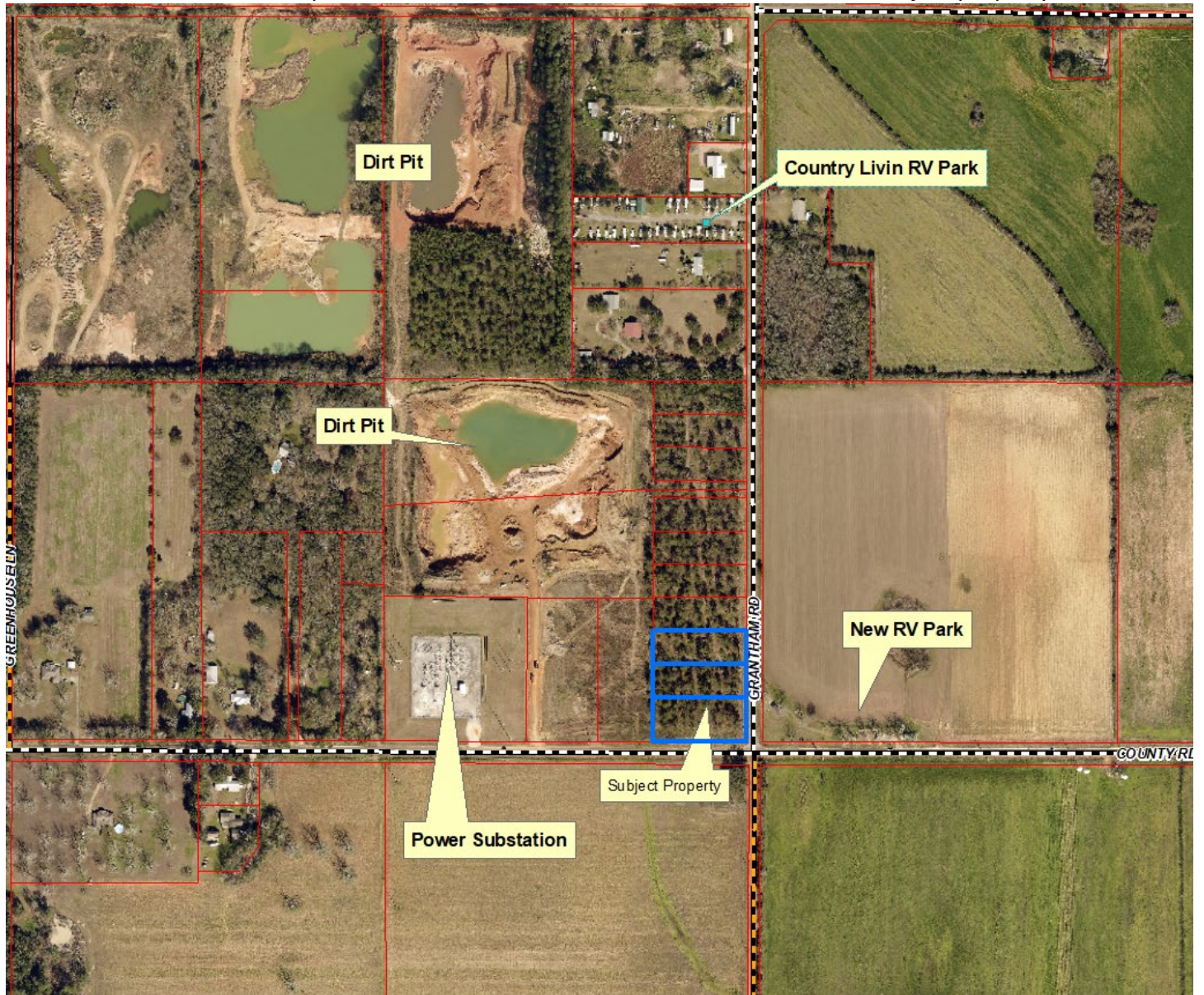
Staff is unaware of any planned public improvements along County Road 26 or Grantham Road.

5.) Will the proposed change adversely affect traffic patterns or congestion?

Per the Federal Highway Administration the functional classification of County Road 26 at Grantham Road is local road. Local roads are designed specifically to have high accessibility and to connect to collector and arterial roads and are typically not used for through traffic. The applicant did not submit a proposed site plan showing how many RV sites but could have up to 18 sites. With the maximum of 18 sites staff doesn't anticipate adverse effects on traffic patterns.

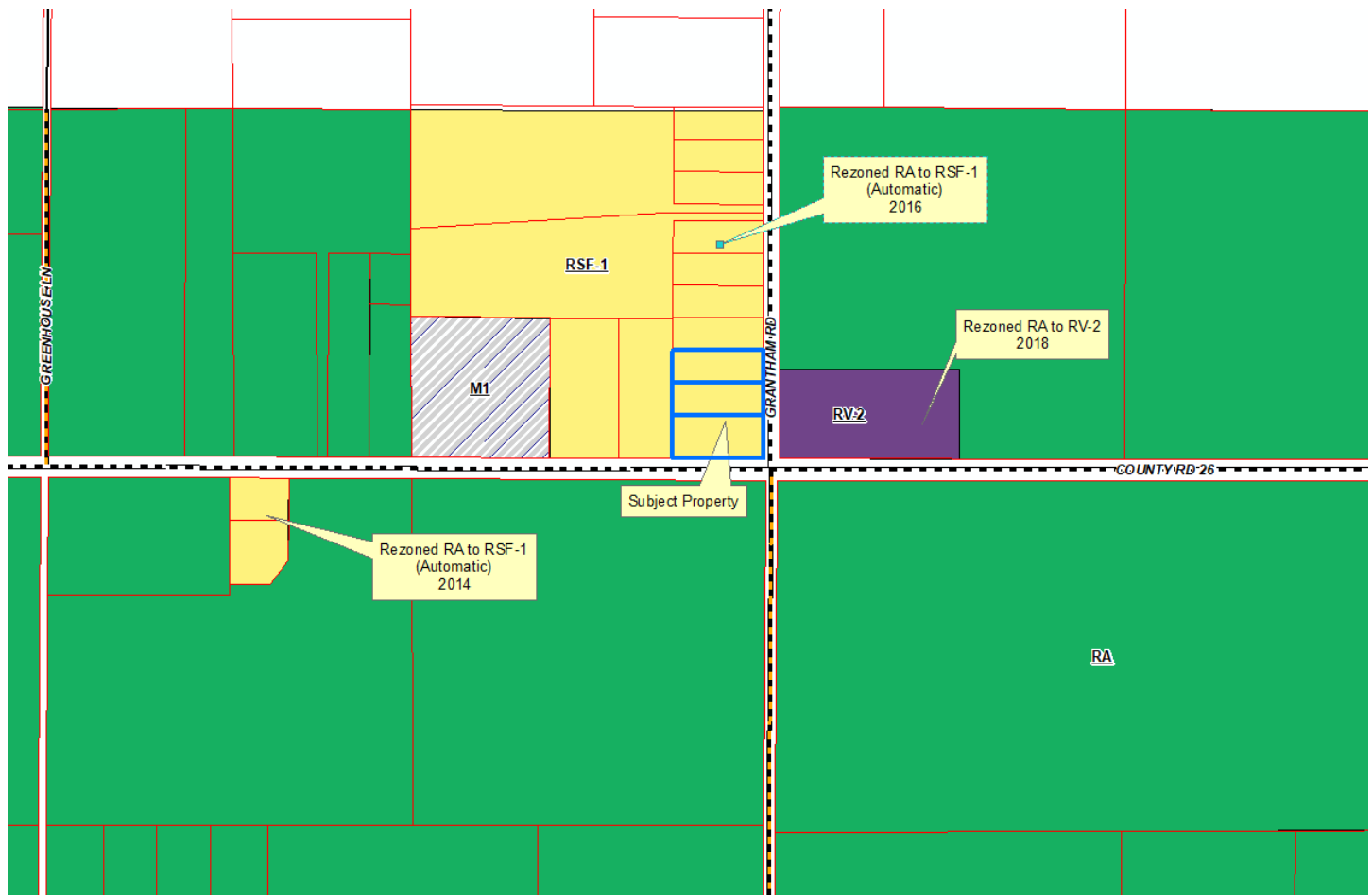
6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

The primary surrounding land uses in this area are forested timberland and agricultural. Country Livin RV Park is less than half a mile from the subject property on Grantham Road in Planning District 18 which is un-zoned. There are several active dirt pits in the area and a new RV Park to the east of the subject property.



7.) Is the proposed amendment the logical expansion of adjacent zoning districts?

As Stated above, since zoning was implemented there have been twelve automatic rezonings to RSF-1 and six rezonings.



8.) Is the timing of the request appropriate given the development trends in the area?

There hasn't been much development in this area, except for the expansion of dirt pits.

9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?

Staff does not anticipate any adverse impacts.

10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?

Development of the property will be considered as a major project. Prior to the issuance of a Land Use Certificate, staff will evaluate all submitted materials, including building plans, drainage plans, landscaping plans and site plans in order to ensure complete compliance with the requirements of the zoning ordinance. Required landscaped buffers will help to mitigate the potential for adverse impacts (See below required buffering for RV Parks).

(m) Buffering. In the event a recreational vehicle park is located adjacent to residentially zoned property, a landscaped buffer with a minimum width of 30-feet shall be provided. Said buffer shall consist of a combination of canopy trees, understory trees and shrubs which shall be of sufficient height to create a visual barrier. No buffer will be required if the recreational vehicle park is located adjacent to agricultural, commercial, industrial or recreational property.

11.) Other matters which may be appropriate.

If the rezoning is approved the applicant will need to submit an application for Final Site Plan approval in accordance with Section 5.16 of the *Baldwin County Subdivision Regulations*. This application, when submitted, will be considered by the Planning Commission.

The applicant must combine all three lots in order to develop the parcels as an RV park

Staff Comments and Recommendation

As stated previously, the subject property is currently zoned RSF-1, Residential Single Family District, and is vacant. The requested designation is RV-2, Recreational Vehicle Park District. According to the submitted information, the purpose of this request is to allow for an RV park similar to the one across the street. The property is located next to an active dirt pit and a power substation.

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be recommended for **APPROVAL*** *contingent upon the applicant combining all three lots into one, three-acre parcel.*

**On rezoning applications, the Planning Commission will be making a recommendation to the County Commission.*

Property Images





May 12, 2021

Properties west of
subject properties

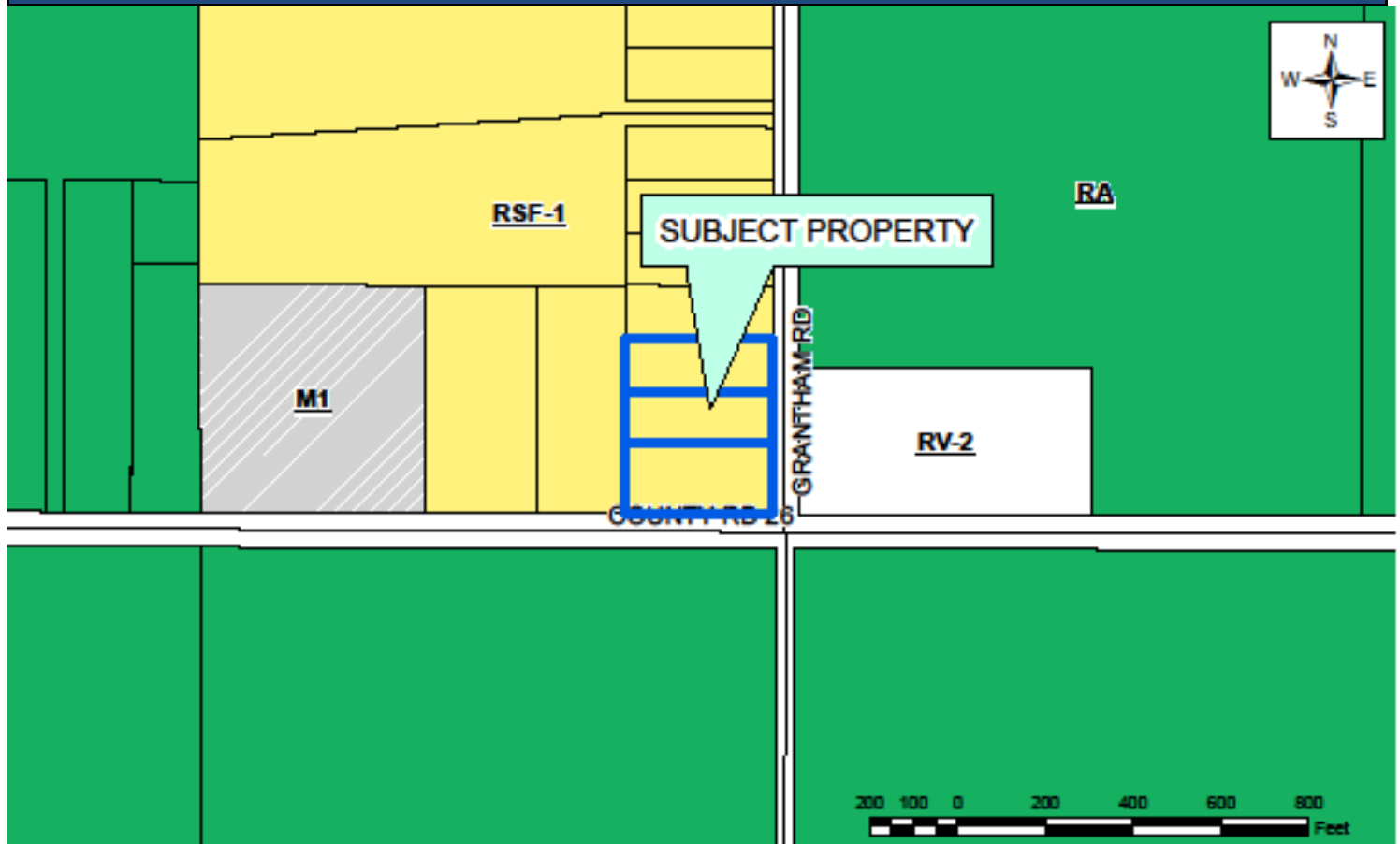


May 12, 2021

Properties north of
subject properties



Locator Maps



Site Maps



STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2021-084

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-21017, Kings Court Trust Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

WHEREAS, Kings Court Trust has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 21, for property identified herein and described as follows:

120' X 335' LOT 8 KINGS COURT SUBDIVISION SLIDE 2647-F SEC 3 5-T7S-R3E (CORR WD) IN#1538220

And

120' X 335' LOT 9 KINGS COURT SUBDIVISION SLIDE 2647-F SEC 35-T7S-R3E (CORR WD) IN#1538220

And

160' X 335' IRR LOT 10 KINGS COURT SUBDIVISION SLIDE 2647-F SEC 35-T7S-R3E (CORR WD) IN#1538220

Otherwise known as tax parcel number, **05-55-07-35-0-000-009.009, 05-55-07-35-0-000-009.010, and 05-55-07-35-0-000-009.011**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

WHEREAS, the petitioner has requested that the property herein identified be rezoned from RSF-1, Residential Single Family District, to RV-2, Recreational Vehicle Park District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on June 3, 2021, and voted to recommend approval of the rezoning request; and

WHEREAS, the Baldwin County Commission held a public hearing on July 20, 2021; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 21 Official Map, have been met; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the petitioner's request to rezone the property (Case No. Z-21017, Kings Court Trust Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 21 from RSF-1, Residential Single Family District, to RV-2, Recreational Vehicle Park District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 21 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 20th day of July 2021.

Honorable Joe Davis, III, Chairman

ATTEST

Wayne Dyess, County Administrator

- **All off-street parking associated with the riding academy shall be located on the subject property and no parking along the right-of-way shall be permitted.**
- **Limit the number of horses on the lot to be 6 at any time.**

b.) CASE Z-21016 PATE REZONING REQUEST

Linda Lee presented the request to rezone approximately 2.08 acres from RSF-1, Residential Single Family, to RSF-E, Residential Single Family Estate to allow an accessory structure and horses on the property. The subject property is located on the south side of Josephine Drive, east of Marjon Lane in Planning District 32. Mrs. Lee reported recommendation of approval by staff.

Applicants Steve and Karen Pate spoke in favor of the request. Mrs. Lee and Mrs. Pate answered questions from commission members. There was no one present to speak in opposition of the request.

Jason Padgett made a motion to recommend approval of request to the County Commission. Daniel Nance seconded the motion. All members voted aye. **Motion to recommend approval of Case Z-21016 Pate Property Rezoning Request from RSF-1, Residential Single Family to RSF-E Residential Single Family Estate carries on a vote of 4-0.**

c.) CASE Z-21017 KINGS COURT TRUST PROPERTY REZONING REQUEST

Celena Boykin presented the request to rezone approximately 3 acres from RSF-1, Residential Single Family to RV-2, Recreational Vehicle Park to allow development of an RV Park. The subject property is located at the northwest intersection of County Road 26 and Grantham Road in Planning District 21. Mrs. Boykin reported recommendation of approval by staff contingent upon the applicant combining the 3 lots into 1.

Bobby King was present to represent the applicant. Mrs. Boykin answered questions from the Commission. No one spoke in opposition of the request.

Daniel Nance made a motion to recommend approval to County Commission. Michael Mullek seconded the motion. All members voted aye. **Motion to recommend approval of Case Z-21007 Kings Court Trust Property Rezoning Request to rezone approximately 3 acres from RSF-1 to RV-2 carries on a vote of 4-0.**

VIII. OLD BUSINESS

a.) S-19039 ISABELLA ESTATES DEVELOPMENT PERMIT EXTENSION APPROVAL

Mary Booth presented the request for extension of Development Permit Approval for a 5-lot subdivision on approximately 31.3 acres. The subject property is located on the western side of County Road 112 between Horseneck Road and Phillipsville Road (County Road 61) in unzoned Planning District 5. Mrs. Booth reported recommendation of approval by staff for a one year extension.

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case# Z-21017

Kings Court Trust Property

Re-zone RSF-1 to RV-2

6/3/2021

Motion: TO RECOMMEND APPROVAL

Made by: DANIEL NANCE

Motion Seconded by: MICHAEL MULLEK

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Steven Pumphrey	-	
Daniel Nance	X	
Brandon Bias	A	A
Bonnie Lowry	A	A
Robert Davis	X	
Plumer Tonsmeire	A	A
Jason Padgett	X	
Michael Mullek	X	
Greg Seibert	A	A

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 4-0

Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
Date: 7/9/2021
Re: Z-21017, Kings Court Trust Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 7/20/2021

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

Z-21017, Kings Court Trust Property

The Planning and Zoning Commission meeting was held **Thursday June 3, 2021**.

The County Commission public hearing is scheduled for **Tuesday July 20, 2021**.

Please let me know if you have any questions.

Thank You,

DJ Hart



THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

June 30, 2021

Account # 9871101 PO # _____

Cost \$ 496.13 Ad # 277615

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

Baldwin County Planning
& Zoning
Z - 21017

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

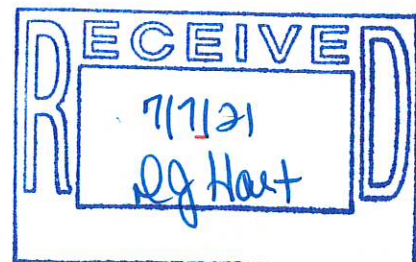
This 30th day of June, 2021
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



Robertsdale police reports

June 9

10:32 a.m., car fire, Rochelle Loop West (time of reported occurrence was 10 a.m.). Case closed, administratively cleared.

10:45 a.m., criminal mischief, third degree, Pennsylvania Street (time of reported occurrence was between midnight June 8 and 10:40 a.m. June 9). Case pending.

12:43 p.m., burglary, third degree, Pennsylvania Street (time of reported occurrence was between noon June 8 and 12:41 p.m. June 9). Case

closed, administratively cleared.

1:05 p.m., medical assist documentation, Memphis Way. Case closed, administratively cleared.

June 10

7:39 p.m., domestic violence, third degree, Walston Drive. Case closed, exceptional clearance, prosecution declined.

11:10 p.m., permitting dogs to run at large, Courtney Lane (time of reported occurrence was 10:59 p.m.). Case closed, administratively cleared.

June 11

4:43 a.m., discharging a firearm in city limits, Annandale Drive. Case pending.

4:02 p.m., theft-vehicle parts, fourth degree, Walmart, Alabama 59 (time of reported occurrence was between 6 and 7 p.m. June 10). Case pending.

4:08 p.m., swindle, third degree, Robertsdale Police Department, East Chicago Street (time of reported occurrence was between 5:21 a.m. and 4:08 p.m.). Case pending.

June 12

3:10 a.m., Milwaukee Street (Alabama 59), Destiny Michelle Kinsey, 21, of Foley, charged with pedestrian under the influence.

June 13

11:59 a.m., theft of property, fourth degree, Walmart, Alabama 59 (time of reported occurrence was between 10:17 p.m. June 3 and June 13 (unspecified time). Case pending.

7:31 p.m., Milwaukee Street (Alabama 59), Vanessa Ann Lane, 41, of

Bay Minette, charged with driving under the influence (alcohol).

11:33 p.m., Alabama 59, Cassandra Michelle Cunningham, 24, of Foley, charged with public intoxication.

June 14

6:55 p.m., Talbot Lane, William Eugene Gilling Jr., 56, of Robertsdale, charged with domestic violence, third degree.

June 15

1:09 a.m., Robertsdale Police

Department, North Chicago Street (time of reported occurrence was 5 p.m. June 14), Dakota William Michael Copeland, 26, of Gulf Shores, charged with driving while license revoked.

5:58 p.m., burglary, third degree, theft of article from auto, Bear Drive. Case pending.

8:46 p.m., dog bite, no address on report (time of reported occurrence was between 6:15 and 6:30 p.m.). Case closed, administratively cleared.

CENTENNIAL

CONTINUED FROM 1A

Central Baldwin Chamber of Commerce, Kroll said.

The coloring page for the 5 to 8 age group contest can be copied from the Robertsdale Centennial Celebration's page on Facebook or can be picked up at the Chamber.

Entries will be judged by city of Robertsdale officials and winning artwork will be displayed at the PZK Hall, while grand prizes with trophies for the winners will be announced on the day of the kickoff.

There will also be chances to win a cooler donated by Campbell Hardware & Sporting Goods in Robertsdale, Kroll said.

Free Sweet Home coffee and Ms. K famous snow cones will also be available for the first 300 participants, and 300 Centennial T-shirts will be available on the day of the kickoff, Kroll said.

"Our plan is to have a limited number of T-shirts available at every event," Kroll said, "so we encourage everyone to get their commemorative T-shirt as soon as possible before they run out."

There will also be a food truck set up at the PZK with Stevie's Kitchen selling hotdog meals, chicken salad sandwiches and gumbo, Kroll said.

Events at the PZK end at 4 p.m. and will shift to Garrett Park.

The food truck will be available after 4 p.m. at the park. The Robertsdale Honeybee Queens will also be selling food at the park's concession stand beginning at 4 p.m., Kroll said.

At 6:30 p.m., Tiffany Plato will open the official ceremony with the singing of the National Anthem.

Mayor Charles Murphy will introduce all of the award winners for daily events, including prizes for the car and tractor show, art contest and exhibits.

He will also introduce the Centennial Queens which were crowned during a special ceremony held June 18 at the PZK Hall.

From 6 to 8 p.m., there will be entertainment provided by Brittany Grimes and Wylie Pete with the city's annual fireworks show kickoff off at dark, around 9 p.m.

"We want this to be a special event to commemorate a special year for our city,"

Kroll said.

While the city celebrated its actual anniversary in January, events to commemorate the occasion were postponed because of the pandemic.

There will also be additional events to commemorate the Centennial surrounding the city's Honeybee Festival which is scheduled for Nov. 6.

There will be a chili contest and a booth set up with a limited supply of T-shirts and other Centennial memorabilia.

Events will culminate in 2022 with a Centennial Pa-

rade scheduled for Saturday, Feb. 19, followed by the Centennial Ball following the theme "Roaring 20s" which is set for Feb. 26. Although a location has not yet been finalized, Kroll said, the hope is to have the Ball at the Baldwin County Coliseum on Fairground Road.

It is also hoped to have an exhibit with Centennial-themed artwork from local students at Robertsdale High School and surrounding schools following the start of the school year in August, but the event will have to be approved by school officials, Kroll said.



Centennial Queen Virginia Bosek and Mayor Charles Murphy.

QUEENS

CONTINUED FROM 1A

Chair Stephanie Kroll. The Centennial Queens will represent Robertsdale

at its Centennial festivities, which will kick off with a special celebration on Sunday, July 4. Check out Robertsdale Centennial Celebration on Facebook for more Centennial celebrations.



Centennial Queens were presented by Mayor Charles Murphy, far right. Queen Virginia Bosek, HoneyBee Queen Breanna Schmierer and Young Miss Honeybee Jorja Bosek. Pictured, from left, Adalyn Lyles, Addison Kucera, Emme Kate Lynn, Jorja Bosek, London Lace Brill, Virginia Bosek, Ella Brewer, Breanna Schmierer, Morgan Kroll, Matalyne Kroll, Kyla Carpenter and Holly Steelman.

SUBMITTED PHOTOS

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

**Case No. Z-21016
Pate Property
Planning District 32**

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Stephen and Karen Pate, owner of property located at 29086 Josephine Drive in Planning District 32. The applicant is requesting approval to rezone 2.08± acres from RSF-1 Single Family District to RSF-E Estate Res District. The Parcel Identification Number is 05-62-07-25-0-000-055.000.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission, which is scheduled for **Tuesday, July 20, 2021**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

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Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING

**Case No. Z-21017
Kings court Trust Property
Planning District 21**

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Kings court Trust/Carol King, Trustee/A. Scott Curtis, Trustee, owner of property located Grantham Road and County Road 26 in Planning District 21. The applicant is requesting approval to rezone 3.006± acres from RSF-1 Single Family District to RV-2 - RV Park District. The Parcel Identification Numbers are 05-55-07-35-0-000-009.011 and 05-55-07-35-0-000-009.010 and 05-55-07-35-0-000-009.009.

The public hearing will be conducted during the next regular meeting of the Baldwin County Commission, which is scheduled for **Tuesday, July 20, 2021**, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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GULF COAST MEDIA

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

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

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

06/23/2021, 06/30/2021, 07/07/2021

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

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

X

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

X

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



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 07/07/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 325689

Z-21017 Kings Court Trust Property

Amount of Ad: \$363.12

Legal File# Kings Court Tru

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

LEGAL REP -
251-345-6805

BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
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Fax: (251) 580-1656

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Foley, AL 36535
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Fax: (251) 972-8520

NOTICE OF PUBLIC HEARING Case No. Z-21017 Kings Court Trust Property Planning District 21

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Kings Court Trust/Carol King, Trustee/A. Scott Curtis, Trustee, owner of property located Grantham Road and County Road 26 in Planning District 21. The applicant is requesting approval to rezone 3.006± acres from RSF-1 Single Family District to RV-2 - RV Park District. The Parcel Identification Numbers are 05-55-07-35-0-000-009.011 and 05-55-07-35-0-000-009.010 and 05-55-07-35-0-000-009.009.

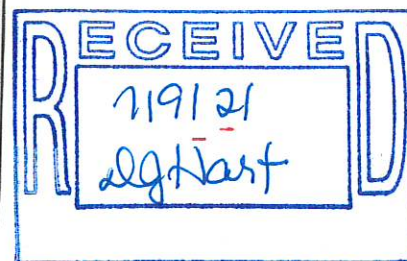
The public hearing will be conducted during the next regular meeting of the Baldwin County Commission, which is scheduled for Tuesday, July 20, 2021, beginning at 8:30 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning
& Zoning Department
22251 Palmer Street
Robertsdale, AL 36567

You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
June 23-30; July 7, 2021



Planning and Zoning
Department

Memo

To: Anu Gary, Records Manager
From: DJ Hart
Date: 7/9/2021
Re: Z-21017, Kings Court Trust Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 6/3/2021

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

Z-21017, Kings Court Trust Property

The Planning and Zoning Commission meeting was held **Thursday June 3, 2021**.

The County Commission public hearing is scheduled for **Tuesday July 20, 2021**.

Please let me know if you have any questions.

Thank You,

DJ Hart

GULF COAST MEDIA

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

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

LEGAL REP -
251-345-6805

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05/19/2021

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

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

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

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



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 05/19/2021.

BC PLANNING & ZONING- LEGAL

Acct#: 983695

Ad#: 324409

Z-21017 Kings Court Trust Property

Amount of Ad: \$123.76

Legal File# Z-21017

BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Robertsdale Office
22251 Palmer Street
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
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Foley, AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

NOTICE OF
PUBLIC HEARING
Case No. Z-21017
Kings Court Trust Property
Planning District 21

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Kings Court Trust/Carol King, Trustee/A. Scott Curtis, Trustee, owner of property located on Grantham Road and County Road 26 in Planning District 21. The applicant is requesting approval to rezone 3.006± acres from RSF-1 Single Family District to RV-2 - RV Park District. The Parcel Identification Numbers are 05-55-07-35-0-000-009.011 and 05-55-07-35-0-000-009.010 and 05-55-07-35-0-000-009.009.

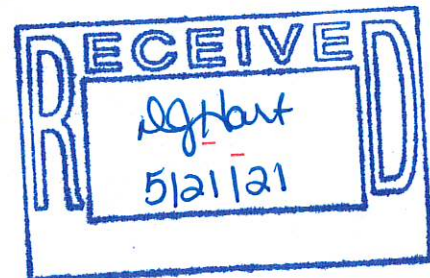
The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission, which is scheduled for Thursday, June 3, 2021, beginning at 4:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

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& Zoning Department
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You may fax your comments to Planning & Zoning Department at (251)580-1656. If you desire to address the Planning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.
May 19, 2021





Baldwin County Commission

Agenda Action Form

File #: 21-1092, **Version:** 1

Item #: DR3

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Wayne Dyess, County Administrator and Matthew Brown, Planning and Zoning Director

Submitted by: Matthew Brown, Planning and Zoning Director

ITEM TITLE

Resolution #2021-104 - Adoption of a Moratorium on Billboards in Municipal Planning Jurisdictions of Baldwin County

STAFF RECOMMENDATION

Adopt Resolution #2021-104, which establishes a moratorium on the construction of new billboards located within the boundaries of all municipal planning jurisdictions in Baldwin County until February 18, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

The County's current Billboard Ordinance includes some prohibition on billboards within municipal planning jurisdictions. The recently passed Act 2021-297 created changes in the law governing municipal planning jurisdictions. Staff, in coordination with legal counsel believe it is in the County's best interest to establish a moratorium on billboards located within the boundaries of all municipal planning jurisdictions in Baldwin County that existed as of January 1, 2021, while it is determined if any of these jurisdictions are reduced or cease to exist as a result of Act 2021-297.

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: 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: N/A

Individual(s) responsible for follow up: Baldwin County Planning and Zoning Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Planning and Zoning Staff will add the moratorium resolution to the County Billboard Ordinance for the duration of the moratorium.

Additional instructions/notes: N/A

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION NO. 2021-104

Adopting a Moratorium on Billboards in Municipal Planning Jurisdictions of Baldwin County

WHEREAS, the County Commission of Baldwin County, Alabama, is reviewing and considering its existing prohibition on billboards in municipal planning jurisdictions within Baldwin County;

WHEREAS, the passage of Act 2021-297 has created changes in the law governing municipal planning jurisdictions and the boundaries thereof; and

WHEREAS, it is in the County's best interest to establish a moratorium on billboards located within the boundaries of all municipal planning jurisdictions in Baldwin County that existed as of January 1, 2021, while it is determined if said jurisdictions are reduced or cease to exist as a result of Act 2021-297.

NOW THEREFORE, BE IT RESOLVED by the Baldwin County Commission that a moratorium be placed on the construction of new billboards located within the boundaries of all municipal planning jurisdictions in Baldwin County, Alabama, as such boundaries existed as of January 1, 2021, and such moratorium will last from the effective date of this Resolution until February 18, 2022.

Approved and adopted this the ____ day of _____, 2021.

JOE DAVIS, III, Chairman
Baldwin County Commission

ATTEST:

WAYNE DYESS
County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-1062, **Version:** 1

Item #: EA1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Payment of Bills

STAFF RECOMMENDATION

Pay bills totaling \$4,184,863.27 (four million, one hundred eighty-four thousand, eight hundred sixty-three dollars and twenty-seven 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, \$494,489.92 (four hundred ninety-four thousand, four hundred eighty-nine dollars and ninety-two cents) is payable to the Baldwin County Board of Education and \$30,157.14 (thirty thousand, one hundred fifty-seven dollars and fourteen cents) is payable to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

A/P Vendors Exceeding \$20,000
Commission Meeting: July 20, 2021

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin County Board of Education	451,935.66	Sales Tax
	42,554.26	Use Tax
Gulf Shores Board of Education	27,079.53	Sales Tax
	3,077.61	Use Tax
Regions Bank Corp Trust	69,562.50	2012 Warrant; Jul 2021
	136,890.62	2013 Warrant; Jul 2021
	36,563.34	2014 Warrant; Jul 2021
	219,208.34	2015 Warrant; Jul 2021
	210,470.83	2020 Warrant; Jul 2021
	91,949.05	2020B Warrant; Jul 2021
John G. Walton Construction Co.	437,563.00	Contract Services
McElhenney Construction Company, LLC	308,306.61	Contract Services
Davison Oil Company, Inc.	196,508.85	Fuel
Plumcore, Inc.	161,880.97	Contract Services
QCHC	145,333.33	Medical Svcs; June 2021
Historic Blakely Authority	143,662.80	3RD QTR FY21 Ending 06/30/21
Solid Waste Fund	133,608.00	Tipping Fees; Jun 2021
Software House Int dba SHI	111,617.02	Computer Support Services
City of Fairhope	72,295.14	School Resource Officer's
Partners Managing General Underwriters	63,677.97	Stop Loss Coverage
City of Orange Beach	54,996.19	School Resource Officer's
City of Bay Minette	54,981.06	School Resource Officer's
Baldwin County General Fund	53,284.42	FY21 Indirect Support
Sain Associates, Inc.	46,636.95	Contract Services
Thompson Tractor Co.	45,299.05	Repair and Maintenance
Blade Construction	41,031.00	Contract Services; Parks
City of Robertsdale	40,973.52	School Resource Officer's
Altapointe Health Systems, Inc.	38,880.00	Cigarette Tax; Jun 2021
Stone Crosby, P.C.	38,393.04	Legal Services; Jun 2021
South Alabama Regional	35,645.58	Temporary Labor
AT&T Southeast Supply	32,321.87	Refund; Sales Tax
Juvenile Detention Facility	29,495.17	Cigarette Tax; Jun 2021
Creek Clean, LLC	26,800.00	Contract Services
TTL, Inc.	25,438.30	Project Design Services; Hwy
	978.67	Contract Services
Fitzgerald Construction, LLC	22,424.75	Construction; Hwy Maint Facility Bldg.
CDG Engineers and Associates	21,603.55	Engineering Services
BI Incorporated	20,880.35	Ankle Monitoring
TOTAL	3,693,808.90	

**Baldwin County Commission
Accounts Payable Payments
July 20, 2021**

Vendor Summary		Totals
1	4IMPRINT INC	196.36
2	ADVANCED ASPHALT PRODUCTS, LLC.	2,160.00
3	AL STATE DEPT OF REVENUE	1.25
4	ALABAMA AUTO SERVICE CENTERS INC	9,714.36
5	ALABAMA COASTAL RADIOLOGY PC	598.81
6	ALABAMA PIPE & SUPPLY CO INC	8,326.80
7	ALTA POINTE HEALTH SYSTEMS INC	38,880.00
8	AMANDA THWEATT	284.00
9	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	1,281.95
10	ASHBERRY LANDFILL LLC	166.00
11	AUTO ZONE	35.09
12	B & L HOOD CLEANING	425.00
13	B I INCORPORATED	20,880.35
14	B&H PHOTO & ELECTRONICS CORP	253.52
15	BALDWIN ANIMAL CLINIC PC	949.00
16	BALDWIN CNTY CORONER'S OFFICE	1,689.30
17	BALDWIN CNTY ECONOMIC DEVELOPMENT	2,198.92
18	BALDWIN CNTY FAMILY VIOLENCE PROJECT	2,011.04
19	BALDWIN CNTY GENERAL FUND	53,284.42
20	BALDWIN CNTY HUMAN RESOURCES DEPT	670.35
21	BALDWIN CNTY LIBRARY COOPERATIVE INC	935.09
22	BALDWIN CNTY PROBATE COURT	100.00
23	BALDWIN CNTY SHERIFF'S BOYS RANCH	2,011.04
24	BALDWIN COUNTY BOARD OF EDUCATION	494,489.92
25	BALDWIN COUNTY VICTORY POLARIS LLC	1,287.68
26	BALDWIN LOCKSMITH LLC	124.50
27	BALDWIN TRACTOR & EQUIPMENT CO	1,128.81
28	BALDWIN YOUTH SERVICES	3,463.80
29	BAY IMAGES	13.00
30	BAY MINETTE ANIMAL CLINIC	247.00
31	BAY MINETTE BUILDING SUPPLY	1,652.94
32	BAY MINETTE POSTMASTER	556.00
33	BAY MINETTE YOUTH PROGRAM	2,011.04
34	BAY PEST CONTROL COMPANY INC	194.50
35	BAY SIDE RUBBER & PRODUCTS	1,852.92
36	BB&T-CREATIVE PAYMENT SOLUTIONS	161.80
37	BEARD EQUIPMENT - MOBILE	11,144.92
38	BEARD EQUIPMENT - POWERPLAN	465.00
39	BEHAVIORAL HEALTH SYSTEMS INC	1,110.55

**Baldwin County Commission
Accounts Payable Payments
July 20, 2021**

	Vendor Summary	Totals
40	BEVERLY G CUTRO	1.60
41	BLACKHAWK TECHNOLOGY CO	1,483.36
42	BLADE CONSTRUCTION, LLC	41,031.00
43	BOB BARKER CO INC	107.95
44	BRANDY BYRD	66.25
45	BRENDA WALZ	37.41
46	BRINK'S INCORPORATED	193.03
47	BUILDERS HARDWARE & SUPPLY CO.	492.84
48	BUSINESS ORIENTED SOFTWARE SOLUTIONS INC	1,043.50
49	CANDACE HARPER	280.00
50	CANDY WOOD, INC	300.00
51	CAPITAL ONE	215.57
52	CAPITAL VOLVO TRUCK & TRAILER	2,154.10
53	CARE HOUSE INC	5,027.58
54	CAROL R HAWSEY	70.81
55	CCH, INC	1,881.30
56	CDG ENGINEERS AND ASSOCIATES	21,603.55
57	CDW - GOVERNMENT, INC	4,551.69
58	CERTIFIED LABORATORIES DIVISION	144.00
59	CHARM-TEX INC	179.70
60	CHUCK STEVENS AUTO INC	950.48
61	CHUCK STEVENS CHEVROLET OF BAY MINETTE	8,302.56
62	CINDY HABER CENTER INC	8,379.31
63	CINTAS CORPORATION NO 2	1,085.93
64	CITY OF BAY MINETTE	54,981.06
65	CITY OF DAPHNE YOUTH PROGRAM	2,011.03
66	CITY OF FAIRHOPE	72,295.14
67	CITY OF FAIRHOPE YOUTH PROGRAM	2,011.04
68	CITY OF FOLEY YOUTH PROGRAM	2,011.04
69	CITY OF ORANGE BEACH	54,996.19
70	CITY OF ROBERTSDALE	40,973.52
71	COASTAL ALABAMA COMMUNITY COLLEGE	8,400.50
72	COCA COLA BOTTLING CO CONSOLIDATED	858.60
73	COPY PRODUCTS COMPANY	1,295.15
74	CORPORATE BILLING	89.52
75	CREEK CLEAN, LLC	26,800.00
76	DADE PAPER & BAG CO	6,118.79
77	DALETHA J HART	21.75
78	DANON SMITH	123.36

**Baldwin County Commission
Accounts Payable Payments
July 20, 2021**

	Vendor Summary	Totals
79	DARLA LAWLEY	280.00
80	DAVID B PIMPERL	1,275.00
81	DAVISON OIL COMPANY INC	196,508.85
82	DAWN HOUSE	2,011.04
83	DEANNA VICICH COX	1,050.00
84	DEEP SOUTH FLOORCARE LLC	840.00
85	DESIGN FRENZY, INC.	75.00
86	DISTRICT ATTORNEY'S OFFICE	17,474.96
87	DIVERSIFIED COMPUTER SERVICES LLC	750.00
88	DSD SERVICES GROUP LLC	1,880.00
89	ELECTION SYSTEM & SOFTWARE INC	720.80
90	ELKINS EARTHWORKS, LLC	216.25
91	EMPIRE TRUCK SALES INC	769.80
92	EMPLOYMENT SCREENING SERVICES INC	582.65
93	EQUIPMENT SALES CO	15,388.06
94	EVANS & COMPANY	4,548.00
95	FEDEX	627.03
96	FERGUSON ENTERPRISES INC	549.37
97	FINE PRINTING	2,136.14
98	FITZGERALD CONSTRUCTION, LLC	22,424.75
99	FLEETPRIDE	481.35
100	FLORES & ASSOCIATES	1,113.80
101	FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	207.56
102	FLUID COMPONENTS INTERNATIONAL LLC	1,423.24
103	FOLEY EMERGENCY PHYSICIANS	1,008.00
104	FOX OPTIC	569.99
105	FRANK B FONDREN MD	225.00
106	G T MICHELLI SCALES	1,397.50
107	GALL'S LLC	156.50
108	GEOTECHNICAL ENGINEERING TESTING INC	13,500.00
109	GILMORE SERVICES	19.76
110	GOODYEAR AUTO SERVICE CENTER	725.48
111	GPS INSIGHT, LLC	124.75
112	GRAYBAR ELECTRIC CO INC	2,014.68
113	GT DISTRIBUTORS INC	6,491.16
114	GUARDIAN RFID	463.00
115	GULF CHRYSLER PLYMOUTH DODGE	266.12
116	GULF CITY BODY & TRAILER WORKS, INC	1,158.84
117	GULF COAST BUILDING SUPPLY & HARDWARE	25.68

**Baldwin County Commission
Accounts Payable Payments
July 20, 2021**

Vendor Summary		Totals
118	GULF COAST COMMERCIAL MULTIPLE LISTING	132.00
119	GULF SHORES BOARD OF EDUCATION	30,157.14
120	GULF STATES DISTRIBUTORS	2,350.00
121	GWENDOLYN J WIGGINS	23.20
122	HANCE AUTO & MACHINE	34.99
123	HARMONIC MEDIA MARKETING	600.00
124	HEATHER ANN PLATO	47.04
125	HELENA CHEMICAL CO	612.50
126	HIGHLAND TECHNICAL SERVICES INC	2,447.50
127	HILL'S PET NUTRITION INC	982.95
128	HISTORIC BLAKELY AUTHORITY	143,662.80
129	HOLLAND'S PAINT & BODY	3,590.52
130	HUNTER SECURITY INC	648.74
131	IMC-EMERGENCY PHYSICIANS	940.24
132	INDUSTRIAL BOILER & MECHANICAL COMPANY	2,107.90
133	INFIRMARY OCCUPATIONAL HEALTH PC	382.00
134	INTERIOR/EXTERIOR BUILDING SUPPLY	206.08
135	IRMA VAUTRIN	5.20
136	J&R SYSTEM INTEGRATION LLC/SECURITY 101	426.33
137	JAMES M MARTIN	97.00
138	JAMES P NIX JR	4,133.34
139	JANI KING OF MOBILE	783.91
140	JANIE JOINER	319.00
141	JANNA J. HEARN	6.40
142	JENNI GUERRY	284.00
143	JOHN G WALTON CONST CO	437,563.00
144	JOHNSON, JAMES B	7,758.77
145	JOSHUA W CHAISSON	262.00
146	JUBILEE ACE HOME CENTER	15.64
147	JUVENILE DETENTION FACILITY	29,495.17
148	KAREN A JONES	77.29
149	KEET CONSULTING SERVICES LLC	2,050.00
150	KENDEL HENDERSON	117.60
151	KENTWOOD SPRING WATER	124.31
152	KENWORTH OF MOBILE INC	493.00
153	KIMBALL MIDWEST	596.50
154	KNOWLEDGE POWERED SOLUTIONS LIMITED	7,600.00
155	LARRY D FAISON	2,765.00
156	LARRY E BEAUCHAMP	34.40

**Baldwin County Commission
Accounts Payable Payments
July 20, 2021**

	Vendor Summary	Totals
157	LAURA E NELSON	2.00
158	LIFESTAR ALTERNATIVE TRANSPORT SVC, LLC	5,500.00
159	LILLIAN BLACK	20.00
160	LISA A. HOBART, LLC	5,831.76
161	LORI G RUFFIN	198.00
162	LORI WADDLE	11.71
163	LOWE'S - DAPHNE	184.38
164	LOWE'S - FOLEY	1,240.50
165	LYLE MACHINERY CO	985.23
166	MAC'S AUTOGLASS LLC	980.00
167	MARILYN DILLON	4.00
168	MARSHALL & SWIFT/BOECKH LLC	656.20
169	MATHES OF ALABAMA ELECTRIC SUPPLY	178.42
170	MATTHEW BENDER	220.10
171	MCELHENNEY CONSTRUCTION CO LLC	308,306.61
172	McGRIFF TIRE CO INC	483.71
173	MCPHERSON OIL CO INC/DBA FUELMAN	3,209.01
174	MICHAEL PURNER	24.00
175	MISSISSIPPI MOSQUITO CONTROL LLC	15,374.00
176	MOBILE ASPHALT CO LLC	1,770.97
177	MWI ANIMAL HEALTH	650.85
178	NEEL-SCHAFER INC	8,270.08
179	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	306.48
180	NINA L CLARK	24.80
181	NORTH BALDWIN INFIRMARY	11,426.73
182	NORTH BALDWIN LITERACY COUNCIL	233.78
183	NOTARY PUBLIC UNDERWRITERS	179.00
184	ONETIME-REFUND	35,525.54
185	OPC NEWS, LLC	2,237.68
186	O'REILLY AUTO PARTS	3,617.26
187	PAM'S EMBROIDERY & SEWING	755.00
188	PARTNERS MANAGING GENERAL UNDERWRITERS	63,677.97
189	PAUL DOWSEY	5.60
190	PEREGRINE SERVICES INC	1,118.94
191	PH & J ARCHITECTS INC	2,331.08
192	PLUMCORE, INC.	161,880.97
193	POSTMARK INK	637.66
194	POWERPLAN	694.50
195	PRECISION SAND PRODUCTS, LLC	1,750.93

**Baldwin County Commission
Accounts Payable Payments
July 20, 2021**

	Vendor Summary	Totals
196	PRINT-N-PRESS	26.50
197	PROVETLOGIC, LLC	414.00
198	QCHC INC	145,333.33
199	QUADIENT LEASING USA, INC.	919.86
200	QUICK CAPTION INC	350.00
201	RACINE'S FEED GARDEN & SUPPLY INC	710.00
202	REBEKAH EDWARDS	280.00
203	REGIONS BANK CORP TRUST	764,644.68
204	REPUBLIC SERVICES #986	1,209.00
205	ROBERT A WILLS	100.00
206	ROBERTSDALE AUTO PARTS INC	4,427.21
207	ROBERTSDALE FEED STORE	591.75
208	ROBERTSDALE POWER EQUIPMENT	105.08
209	SAIN ASSOCIATES INC	46,636.95
210	SALLY MORGAN LUDKE	29.40
211	SAMUEL BURKE VAUGHN	20.00
212	SERVICEMASTER ACTION CLEANING	2,745.00
213	SHARP ELECTRONICS CORPORATION	17,678.47
214	SHARPS MD OF ALABAMA	720.00
215	SHERWIN-WILLIAMS	180.75
216	SHORELINE ENVIRONMENTAL INC	135.00
217	SOFTWARE HOUSE INT dba SHI	111,617.02
218	SOLARWINDS, INC.	1,256.00
219	SOLID WASTE FUND	133,608.00
220	SOUTH ALABAMA REGIONAL	35,645.58
221	SOUTH ALABAMA REGIONAL PLANNING COMM	307.20
222	SOUTH BALDWIN LITERACY COUNCIL	233.78
223	SOUTH BALDWIN REGIONAL MEDICAL CENTER	6,187.34
224	SOUTHDATA INC	6,919.38
225	SOUTHERN CANCER CENTER PC	867.00
226	SPANISH FORT PAINTING & CONST. LLC	6,222.00
227	STAPLES CONTRACT & COMMERCIAL INC	3,012.42
228	STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	1,750.00
229	STONE CROSBY PC	38,393.04
230	SUMMIT LANDSCAPE SUPPLY	203.50
231	SUNSOUTH LLC	201.46
232	SWEAT TIRE - BAY MINETTE	55.19
233	SWEAT TIRE - ROBERTSDALE	479.61
234	TEAM ONE COMMUNICATIONS	2,942.76

**Baldwin County Commission
Accounts Payable Payments
July 20, 2021**

	Vendor Summary	Totals
235	TEAM ONE COMMUNICATIONS	846.00
236	TERRI GRAHAM	279.00
237	THE PRINT SHOP	175.00
238	THOMPSON TRACTOR CO	45,299.05
239	TONY'S TOWING INC	1,365.00
240	TRACTOR & EQUIPMENT	3,426.00
241	TRANE-MOBILE PARTS CENTER	3,279.00
242	TRANSUNION RISK & ALTERNATIVE	491.80
243	TRAVIS PAUL MD PC	165.00
244	TRUCK EQUIPMENT SALES INC	4,725.16
245	TTL, INC.	26,416.97
246	TYLER TECHNOLOGIES, INC.	9,100.00
247	ULINE INC	410.67
248	UNITED STATES TREASURY	3,638.88
249	VIA MOBILITY, LLC	16,500.00
250	VOLKERT INC	6,911.47
251	VULCAN MATERIALS CO	17,404.04
252	VULCAN SIGNS	830.30
253	W H THOMAS OIL CO INC	5,079.88
254	W W GRAINGER	11,408.38
255	WALLACE E GILBERRY	1,529.55
256	WEESIE JEFFORDS	262.00
257	WESCO B35	225.80
258	WESCO RECEIVABLES CORP	8,614.16
259	WEST GROUP PAYMENT CENTER	1,634.32
260	WHITE SANDS RV LLC	765.85
261	WILLIAM L ANGLE	475.36
262	WILLIAMS SCOTSMAN INC	673.23
263	WILMA L JAYJOHN	28.00
264	WITTICHEN SUPPLY - DAPHNE	347.72
265	WITTICHEN SUPPLY - FOLEY	54.84
266	WM CORPORATE SERVICES, INC.	1,428.17
267	WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	790.00
268	WRIGHTS MOTOR PARTS INC	2,154.34
269	ZACHARY S BODLE	306.00
270	ZACK LONG	1,785.00
271	ZEP MANUFACTURING COMPANY	3,432.81
	Grand Total	4,184,863.27

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 849			NEW INVOICES					
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14116	00000 BALDWIN CNTY BOA	11271 7112021		BE072021	494,489.92	.00	.00	9205911
CASH 999	2021/10	INV 07/12/2021	SEP-CHK: N	DISC: .00		100 23100	451,935.66	1099:
ACCT 10010	DEPT 555	DUE 07/20/2021	DESC:SALES/USE	TAX		100 23101	42,554.26	1099:
1 APPROVED PAID INVOICES			TOTAL		494,489.92			
1 INVOICE(S)			REPORT POST TOTAL		494,489.92			

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 850			NEW INVOICES					
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
191392	00000 GULF SHORES BOAR	11272 7112021		GS072021	30,157.14	.00	.00	9205912
CASH 999	2021/10	INV 07/12/2021	SEP-CHK: N	DISC: .00		100 23110	27,079.53	1099:
ACCT 10010	DEPT 555	DUE 07/20/2021	DESC:SALES/USE TAX			100 23111	3,077.61	1099:
1 APPROVED PAID INVOICES			TOTAL		30,157.14			
1 INVOICE(S)			REPORT POST TOTAL		30,157.14			

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 848		NEW INVOICES					
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES							
4095	00000 JOHNSON, JAMES B	11259 JUL 2021		M072021A	7,758.77	.00	.00 9205903
CASH 999	2021/10	INV 07/12/2021	SEP-CHK: N	DISC: .00		10052100 51190	7,758.77 1099:
ACCT 10010	DEPT 555	DUE 07/20/2021	DESC:RETIREMENT; JUL 2021				
191564	00000 JAMES P NIX JR	11262 JUL 2021		M072021A	4,133.34	.00	.00 9205904
CASH 999	2021/10	INV 07/12/2021	SEP-CHK: N	DISC: .00		10051600 51190	4,133.34 1099:
ACCT 10010	DEPT 555	DUE 07/20/2021	DESC:SUPERNUMERARY; JUL 2021				
123781	00000 REGIONS BANK COR	11264 7012021; 2012		M072021A	69,562.50	.00	.00 9205905
CASH 999	2021/10	INV 07/12/2021	SEP-CHK: N	DISC: .00		304 11500	69,562.50 1099:
ACCT 10010	DEPT 555	DUE 07/20/2021	DESC:2012 WARRANT; JUN 2021				
123781	00000 REGIONS BANK COR	11265 7012021; 2013		M072021A	136,890.62	.00	.00 9205906
CASH 999	2021/10	INV 07/12/2021	SEP-CHK: N	DISC: .00		304 11500	136,890.62 1099:
ACCT 10010	DEPT 555	DUE 07/20/2021	DESC:2013 WARRANT; JUL 2021				
123781	00000 REGIONS BANK COR	11266 7012021; 2014		M072021A	36,563.34	.00	.00 9205907
CASH 999	2021/10	INV 07/12/2021	SEP-CHK: N	DISC: .00		304 11500	36,563.34 1099:
ACCT 10010	DEPT 555	DUE 07/20/2021	DESC:2014 WARRANT; JUL 2021				
123781	00000 REGIONS BANK COR	11267 7012021; 2015		M072021A	219,208.34	.00	.00 9205908
CASH 999	2021/10	INV 07/12/2021	SEP-CHK: N	DISC: .00		304 11500	219,208.34 1099:
ACCT 10010	DEPT 555	DUE 07/20/2021	DESC:2015 WARRANT; JUL 2021				
123781	00000 REGIONS BANK COR	11268 7012021; 2020		M072021A	210,470.83	.00	.00 9205909
CASH 999	2021/10	INV 07/12/2021	SEP-CHK: N	DISC: .00		304 11500	210,470.83 1099:
ACCT 10010	DEPT 555	DUE 07/20/2021	DESC:2020 WARRANT; JUL 2021				
123781	00000 REGIONS BANK COR	11269 7012021; 2020B		M072021A	91,949.05	.00	.00 9205910
CASH 999	2021/10	INV 07/12/2021	SEP-CHK: N	DISC: .00		304 11500	91,949.05 1099:
ACCT 10010	DEPT 555	DUE 07/20/2021	DESC:2020B WARRANT; JUL 2021				

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 848		NEW INVOICES				
VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
8 APPROVED PAID INVOICES		TOTAL		776,536.79		
8 INVOICE(S)		REPORT POST TOTAL		776,536.79		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
240017	07/20/2021	PRINTED	158051 4IMPRINT INC	196.36			
240018	07/20/2021	PRINTED	001834 ADVANCED ASPHALT PRODUCTS	2,160.00			
240019	07/20/2021	PRINTED	054317 AL STATE DEPT OF REVENUE	1.25			
240020	07/20/2021	PRINTED	010045 ALABAMA AUTO SERVICE CENT	9,714.36			
240021	07/20/2021	PRINTED	181921 ALABAMA COASTAL RADIOLOGY	598.81			
240022	07/20/2021	PRINTED	083660 ALABAMA PIPE & SUPPLY CO	8,326.80			
240023	07/20/2021	PRINTED	181852 ALTA POINTE HEALTH SYSTEM	38,880.00			
240024	07/20/2021	PRINTED	184603 ANDREW'S DIESEL & AUTOMOT	1,281.95			
240025	07/20/2021	PRINTED	191110 WILLIAM L ANGLE	475.36			
240026	07/20/2021	PRINTED	180302 ASHBERRY LANDFILL LLC	166.00			
240027	07/20/2021	PRINTED	185252 AUTO ZONE - ROBERTSDALE	35.09			
240028	07/20/2021	PRINTED	191082 B & L HOOD CLEANING	425.00			
240029	07/20/2021	PRINTED	181136 B I INCORPORATED	20,880.35			
240030	07/20/2021	PRINTED	163096 B&H PHOTO & ELECTRONICS C	253.52			
240031	07/20/2021	PRINTED	014044 BALDWIN ANIMAL CLINIC PC	949.00			
240032	07/20/2021	PRINTED	159329 BALDWIN CNTY CORONER'S OF	1,689.30			
240033	07/20/2021	PRINTED	014553 BALDWIN CNTY ECONOMIC DEV	2,198.92			
240034	07/20/2021	PRINTED	014567 BALDWIN CNTY FAMILY VIOLE	2,011.04			
240035	07/20/2021	PRINTED	014118 BALDWIN CNTY GENERAL FUND	53,284.42			
240036	07/20/2021	PRINTED	066034 BALDWIN CNTY HUMAN RESOUR	670.35			
240037	07/20/2021	PRINTED	014101 BALDWIN CNTY LIBRARY COOP	935.09			
240038	07/20/2021	PRINTED	148777 BALDWIN CNTY PROBATE COUR	25.00			
240039	07/20/2021	PRINTED	148777 BALDWIN CNTY PROBATE COUR	25.00			
240040	07/20/2021	PRINTED	148777 BALDWIN CNTY PROBATE COUR	25.00			
240041	07/20/2021	PRINTED	148777 BALDWIN CNTY PROBATE COUR	25.00			
240042	07/20/2021	PRINTED	010307 BALDWIN CNTY SHERIFF'S BO	2,011.04			
240043	07/20/2021	PRINTED	183058 BALDWIN COUNTY VICTORY PO	1,287.68			
240044	07/20/2021	PRINTED	014534 BALDWIN LOCKSMITH LLC	124.50			
240045	07/20/2021	PRINTED	098597 BALDWIN TRACTOR & EQUIPME	1,128.81			
240046	07/20/2021	PRINTED	014132 BALDWIN YOUTH SERVICES	3,463.80			
240047	07/20/2021	PRINTED	191953 BAY IMAGES	13.00			
240048	07/20/2021	PRINTED	014018 BAY MINETTE ANIMAL CLINIC	247.00			
240049	07/20/2021	PRINTED	014029 BAY MINETTE BUILDING SUPP	1,652.94			
240050	07/20/2021	PRINTED	048004 BAY MINETTE POSTMASTER	278.00			
240051	07/20/2021	PRINTED	048004 BAY MINETTE POSTMASTER	278.00			
240052	07/20/2021	PRINTED	094182 BAY MINETTE YOUTH PROGRAM	2,011.04			
240053	07/20/2021	PRINTED	191016 BAY PEST CONTROL COMPANY	194.50			
240054	07/20/2021	PRINTED	054050 BAY SIDE RUBBER & PRODUCT	1,852.92			
240055	07/20/2021	PRINTED	182097 BB&T-CREATIVE PAYMENT SOL	161.80			
240056	07/20/2021	PRINTED	185645 BEARD EQUIPMENT - MOBILE	11,144.92			
240057	07/20/2021	PRINTED	014075 BEARD EQUIPMENT - POWERPL	465.00			
240058	07/20/2021	PRINTED	014075 POWERPLAN	694.50			
240059	07/20/2021	PRINTED	079396 BEHAVIORAL HEALTH SYSTEMS	1,110.55			
240060	07/20/2021	PRINTED	188692 BEVERLY G CUTRO	1.60			
240061	07/20/2021	PRINTED	185302 BLACKHAWK TECHNOLOGY CO	1,483.36			
240062	07/20/2021	PRINTED	185203 BLADE CONSTRUCTION, LLC	41,031.00			
240063	07/20/2021	PRINTED	014084 BOB BARKER CO INC	107.95			
240064	07/20/2021	PRINTED	189823 ZACHARY S BODLE	306.00			
240065	07/20/2021	PRINTED	001867 NEW DAIRY OPCO, LLC DBA B	306.48			
240066	07/20/2021	PRINTED	001943 WALLACE E GILBERRY	1,529.55			
240067	07/20/2021	PRINTED	101717 BRINK'S INCORPORATED	193.03			
240068	07/20/2021	PRINTED	014011 BUILDERS HARDWARE & SUPPL	492.84			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
240069	07/20/2021	PRINTED	185689 BUSINESS ORIENTED SOFTWARE	1,043.50			
240070	07/20/2021	PRINTED	175548 BRANDY BYRD	66.25			
240071	07/20/2021	PRINTED	184466 CANDY WOOD, INC	300.00			
240072	07/20/2021	PRINTED	180153 CAPITAL VOLVO TRUCK & TRAILER	2,154.10			
240073	07/20/2021	PRINTED	092208 CARE HOUSE INC	5,027.58			
240074	07/20/2021	PRINTED	140118 CAROL R HAWSEY	70.81			
240075	07/20/2021	PRINTED	192215 CCH, INC	1,881.30			
240076	07/20/2021	PRINTED	107511 CDG ENGINEERS AND ASSOCIATES	21,603.55			
240077	07/20/2021	PRINTED	102875 CDW - GOVERNMENT, INC	4,551.69			
240078	07/20/2021	PRINTED	180354 CERTIFIED LABORATORIES DIRECT	144.00			
240079	07/20/2021	PRINTED	116898 CHARM-TEX INC	179.70			
240080	07/20/2021	PRINTED	192013 JOSHUA W CHAISSON	262.00			
240081	07/20/2021	PRINTED	094060 CHUCK STEVENS AUTO INC	950.48			
240082	07/20/2021	PRINTED	180505 CHUCK STEVENS CHEVROLET OL	8,302.56			
240083	07/20/2021	PRINTED	014572 CINDY HABER CENTER INC	8,379.31			
240084	07/20/2021	PRINTED	187695 CINTAS CORPORATION NO 2	1,085.93			
240085	07/20/2021	PRINTED	019244 CITY OF BAY MINETTE	54,981.06			
240086	07/20/2021	PRINTED	156427 CITY OF DAPHNE YOUTH PROGRAM	2,011.03			
240087	07/20/2021	PRINTED	120846 CITY OF FAIRHOPE	72,295.14			
240088	07/20/2021	PRINTED	156443 CITY OF FAIRHOPE YOUTH PROGRAM	2,011.04			
240089	07/20/2021	PRINTED	156435 CITY OF FOLEY YOUTH PROGRAM	2,011.04			
240090	07/20/2021	PRINTED	019295 CITY OF ORANGE BEACH	54,996.19			
240091	07/20/2021	PRINTED	122500 CITY OF ROBERTSDALE	40,973.52			
240092	07/20/2021	PRINTED	025040 COASTAL ALABAMA COMMUNITY CENTER	8,400.50			
240093	07/20/2021	PRINTED	097682 COCA COLA BOTTLING CO CON	858.60			
240094	07/20/2021	PRINTED	181821 COPY PRODUCTS COMPANY	1,295.15			
240095	07/20/2021	PRINTED	192569 CREEK CLEAN, LLC	26,800.00			
240096	07/20/2021	PRINTED	115852 DADE PAPER & BAG CO	6,118.79			
240097	07/20/2021	PRINTED	187807 DAVID B PIMPERL	1,275.00			
240098	07/20/2021	PRINTED	021179 DAVISON OIL COMPANY INC	196,508.85			
240099	07/20/2021	PRINTED	111641 DAWN HOUSE	2,011.04			
240100	07/20/2021	PRINTED	180834 DEANNA VICICH COX	1,050.00			
240101	07/20/2021	PRINTED	142375 DEEP SOUTH FLOORCARE LLC	840.00			
240102	07/20/2021	PRINTED	001844 DESIGN FRENZY, INC.	75.00			
240103	07/20/2021	PRINTED	021127 DISTRICT ATTORNEY'S OFFICE	16,340.38			
240104	07/20/2021	PRINTED	021127 DISTRICT ATTORNEY'S OFFICE	1,134.58			
240105	07/20/2021	PRINTED	121857 DIVERSIFIED COMPUTER SERVICES	750.00			
240106	07/20/2021	PRINTED	184042 DSD SERVICES GROUP LLC	1,880.00			
240107	07/20/2021	PRINTED	192794 REBEKAH EDWARDS	280.00			
240108	07/20/2021	PRINTED	051005 ELECTION SYSTEM & SOFTWARE	720.80			
240109	07/20/2021	PRINTED	001843 ELKINS EARTHWORKS, LLC	216.25			
240110	07/20/2021	PRINTED	062623 EMPIRE TRUCK SALES INC	769.80			
240111	07/20/2021	PRINTED	104310 EMPLOYMENT SCREENING SERVICES	582.65			
240112	07/20/2021	PRINTED	025048 EQUIPMENT SALES CO	15,388.06			
240113	07/20/2021	PRINTED	043932 EVANS & COMPANY	4,548.00			
240114	07/20/2021	PRINTED	041646 FEDEX	8.90			
240115	07/20/2021	PRINTED	041646 FEDEX	84.53			
240116	07/20/2021	PRINTED	041646 FEDEX	85.94			
240117	07/20/2021	PRINTED	041646 FEDEX	32.05			
240118	07/20/2021	PRINTED	041646 FEDEX	17.00			
240119	07/20/2021	PRINTED	041646 FEDEX	79.56			
240120	07/20/2021	PRINTED	041646 FEDEX	76.57			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
240121	07/20/2021	PRINTED	041646 FEDEX	119.63			
240122	07/20/2021	PRINTED	041646 FEDEX	85.31			
240123	07/20/2021	PRINTED	041646 FEDEX	37.54			
240124	07/20/2021	PRINTED	142551 FERGUSON ENTERPRISES INC	549.37			
240125	07/20/2021	PRINTED	185967 FINE PRINTING	2,136.14			
240126	07/20/2021	PRINTED	001929 FITZGERALD CONSTRUCTION,	22,424.75			
240127	07/20/2021	PRINTED	095071 FLEETPRIDE	481.35			
240128	07/20/2021	PRINTED	188242 FLORES & ASSOCIATES	1,113.80			
240129	07/20/2021	PRINTED	136514 FLOYDS EXHAUST & PERFORMA	207.56			
240130	07/20/2021	PRINTED	001884 FLUID COMPONENTS INTERNAT	1,423.24			
240131	07/20/2021	PRINTED	182091 FOLEY EMERGENCY PHYSICIAN	1,008.00			
240132	07/20/2021	PRINTED	191697 FOX OPTIC	569.99			
240133	07/20/2021	PRINTED	025314 FRANK B FONDREN MD	225.00			
240134	07/20/2021	PRINTED	136354 G T MICHELLI SCALES	1,397.50			
240135	07/20/2021	PRINTED	027263 GALL'S LLC	156.50			
240136	07/20/2021	PRINTED	027287 GEOTECHNICAL ENGINEERING	13,500.00			
240137	07/20/2021	PRINTED	185711 GILMORE SERVICES	19.76			
240138	07/20/2021	PRINTED	027003 GOODYEAR AUTO SERVICE CEN	725.48			
240139	07/20/2021	PRINTED	191704 GPS INSIGHT, LLC	124.75			
240140	07/20/2021	PRINTED	144944 TERRI GRAHAM	279.00			
240141	07/20/2021	PRINTED	027012 GRAYBAR ELECTRIC CO INC -	2,014.68			
240142	07/20/2021	PRINTED	027273 GT DISTRIBUTORS INC	6,491.16			
240143	07/20/2021	PRINTED	188260 GUARDIAN RFID	463.00			
240144	07/20/2021	PRINTED	180305 JENNI GUERRY	284.00			
240145	07/20/2021	PRINTED	027030 GULF CHRYSLER PLYMOUTH DO	266.12			
240146	07/20/2021	PRINTED	185973 GULF CITY BODY & TRAILER	1,158.84			
240147	07/20/2021	PRINTED	181424 GULF COAST BUILDING SUPPL	25.68			
240148	07/20/2021	PRINTED	187222 GULF COAST COMMERCIAL MUL	132.00			
240149	07/20/2021	PRINTED	027022 OPC NEWS, LLC	275.40			
240150	07/20/2021	PRINTED	027022 OPC NEWS, LLC	970.02			
240151	07/20/2021	PRINTED	027022 OPC NEWS, LLC	992.26			
240152	07/20/2021	PRINTED	027181 GULF STATES DISTRIBUTORS	2,350.00			
240153	07/20/2021	PRINTED	183823 GWENDOLYN J WIGGINS	23.20			
240154	07/20/2021	PRINTED	088727 HANCE AUTO & MACHINE	34.99			
240155	07/20/2021	PRINTED	191996 HARMONIC MEDIA MARKETING	600.00			
240156	07/20/2021	PRINTED	193258 CANDACE HARPER	280.00			
240157	07/20/2021	PRINTED	118412 DALETHA J HART	21.75			
240158	07/20/2021	PRINTED	192748 JANNA J. HEARN	6.40			
240159	07/20/2021	PRINTED	032010 HELENA CHEMICAL CO	612.50			
240160	07/20/2021	PRINTED	183951 KENDEL HENDERSON	117.60			
240161	07/20/2021	PRINTED	185989 HIGHLAND TECHNICAL SERVIC	2,447.50			
240162	07/20/2021	PRINTED	188391 HILL'S PET NUTRITION INC	982.95			
240163	07/20/2021	PRINTED	116126 HISTORIC BLAKELY AUTHORIT	143,662.80			
240164	07/20/2021	PRINTED	185351 HOLLAND'S PAINT & BODY	3,590.52			
240165	07/20/2021	PRINTED	032419 HUNTER SECURITY INC	648.74			
240166	07/20/2021	PRINTED	190029 IMC-EMERGENCY PHYSICIANS	940.24			
240167	07/20/2021	PRINTED	187049 INDUSTRIAL BOILER & MECHA	2,107.90			
240168	07/20/2021	PRINTED	099320 INFIRMARY OCCUPATIONAL HE	382.00			
240169	07/20/2021	PRINTED	186165 INTERIOR/EXTERIOR BUILDIN	206.08			
240170	07/20/2021	PRINTED	078043 IRMA VAUTRIN	5.20			
240171	07/20/2021	PRINTED	152477 J&R SYSTEM INTEGRATION LL	426.33			
240172	07/20/2021	PRINTED	087767 JANI KING OF MOBILE	783.91			

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240173	07/20/2021	PRINTED	190464 WEESIE JEFFORDS	262.00			
240174	07/20/2021	PRINTED	100861 JOHN G WALTON CONST CO	437,563.00			
240175	07/20/2021	PRINTED	192533 JANIE JOINER	319.00			
240176	07/20/2021	PRINTED	065154 KAREN A JONES	77.29			
240177	07/20/2021	PRINTED	036251 JUBILEE ACE HOME CENTER	15.64			
240178	07/20/2021	PRINTED	000105 JUVENILE DETENTION FACILI	29,495.17			
240179	07/20/2021	PRINTED	107220 KEET CONSULTING SERVICES	2,050.00			
240180	07/20/2021	PRINTED	039466 KENTWOOD SPRING WATER	81.73			
240181	07/20/2021	PRINTED	039466 KENTWOOD SPRING WATER	42.58			
240182	07/20/2021	PRINTED	095783 KENWORTH OF MOBILE INC	493.00			
240183	07/20/2021	PRINTED	095783 CORPORATE BILLING	89.52			
240184	07/20/2021	PRINTED	158107 KIMBALL MIDWEST	596.50			
240185	07/20/2021	PRINTED	189018 KNOWLEDGE POWERED SOLUTIO	7,600.00			
240186	07/20/2021	PRINTED	025200 LARRY D FAISON	2,765.00			
240187	07/20/2021	PRINTED	191434 LARRY E BEAUCHAMP	34.40			
240188	07/20/2021	PRINTED	191640 LAURA E NELSON	2.00			
240189	07/20/2021	PRINTED	191800 DARLA LAWLEY	280.00			
240190	07/20/2021	PRINTED	192692 LIFESTAR ALTERNATIVE TRAN	5,500.00			
240191	07/20/2021	PRINTED	153525 LILLIAN BLACK	20.00			
240192	07/20/2021	PRINTED	001925 LISA A. HOBART, LLC	5,831.76			
240193	07/20/2021	PRINTED	181809 LORI G RUFFIN	198.00			
240194	07/20/2021	PRINTED	136872 LOWE'S - DAPHNE	184.38			
240195	07/20/2021	PRINTED	087716 LOWE'S - FOLEY	479.23			
240196	07/20/2021	PRINTED	087716 LOWE'S - FOLEY	761.27			
240197	07/20/2021	PRINTED	188753 SALLY MORGAN LUDKE	29.40			
240198	07/20/2021	PRINTED	172718 LYLE MACHINERY CO - MOBIL	985.23			
240199	07/20/2021	PRINTED	185396 MAC'S AUTOGLASS LLC	980.00			
240200	07/20/2021	PRINTED	193194 MARILYN DILLON	4.00			
240201	07/20/2021	PRINTED	040013 MARSHALL & SWIFT/BOECKH L	656.20			
240202	07/20/2021	PRINTED	190646 JAMES M MARTIN	97.00			
240203	07/20/2021	PRINTED	040074 MATHES OF ALABAMA ELECTRI	178.42			
240204	07/20/2021	PRINTED	099514 MATTHEW BENDER	220.10			
240205	07/20/2021	PRINTED	185518 MCELHENNEY CONSTRUCTION C	308,306.61			
240206	07/20/2021	PRINTED	149690 MCGRIFF TIRE CO INC	483.71			
240207	07/20/2021	PRINTED	098634 MCPHERSON OIL CO INC/DBA	3,209.01			
240208	07/20/2021	PRINTED	187808 MISSISSIPPI MOSQUITO CONT	15,374.00			
240209	07/20/2021	PRINTED	040589 MOBILE ASPHALT CO LLC	1,770.97			
240210	07/20/2021	PRINTED	187817 MWI ANIMAL HEALTH	650.85			
240211	07/20/2021	PRINTED	165673 NEEL-SCHAFER INC	8,270.08			
240212	07/20/2021	PRINTED	191436 NINA L CLARK	24.80			
240213	07/20/2021	PRINTED	040026 NORTH BALDWIN INFIRMARY	11,426.73			
240214	07/20/2021	PRINTED	040739 NORTH BALDWIN LITERACY CO	233.78			
240215	07/20/2021	PRINTED	040569 NOTARY PUBLIC UNDERWRITER	85.00			
240216	07/20/2021	PRINTED	040569 NOTARY PUBLIC UNDERWRITER	94.00			
240217	07/20/2021	PRINTED	126877 O'REILLY AUTO PARTS	26.47			
240218	07/20/2021	PRINTED	181574 O'REILLY AUTO PARTS	3,590.79			
240219	07/20/2021	PRINTED	999990 AHERN RENTALS	536.87			
240220	07/20/2021	PRINTED	999990 ANGELA WINDHAM	144.00			
240221	07/20/2021	PRINTED	999990 APRIL MCMILLIAN	26.00			
240222	07/20/2021	PRINTED	999990 AT&T SOUTHEAST SUPPLY	32,321.87			
240223	07/20/2021	PRINTED	999990 BRET KIRBY	32.00			
240224	07/20/2021	PRINTED	999990 BRIAN HOLLAND	16.00			

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240225	07/20/2021	PRINTED	999990 CHARLIE FOSTER	32.00			
240226	07/20/2021	PRINTED	999990 CHERRY ONEAL	16.00			
240227	07/20/2021	PRINTED	999990 CYNTHIA POSTEN	16.00			
240228	07/20/2021	PRINTED	999990 DANIEL P DOLAN	309.00			
240229	07/20/2021	PRINTED	999990 DANIEL P DOLAN	472.00			
240230	07/20/2021	PRINTED	999990 DAVID & MYSTY STYRON	16.00			
240231	07/20/2021	PRINTED	999990 DAVID & PAM WALTER	96.00			
240232	07/20/2021	PRINTED	999990 DAVID FREEMAN	6.00			
240233	07/20/2021	PRINTED	999990 DAWN BROCK	16.00			
240234	07/20/2021	PRINTED	999990 DAWN ZOLL	42.00			
240235	07/20/2021	PRINTED	999990 ELAINE F PALMER	16.00			
240236	07/20/2021	PRINTED	999990 EMILY L KERNS	32.00			
240237	07/20/2021	PRINTED	999990 ERIN SCHAFER	26.00			
240238	07/20/2021	PRINTED	999990 EZ BREEZY LLC	84.00			
240239	07/20/2021	PRINTED	999990 GERALDINE F MOSLEY	30.00			
240240	07/20/2021	PRINTED	999990 JACK & DEBORAH LEMON	16.00			
240241	07/20/2021	PRINTED	999990 JACOB CHAMPION	16.00			
240242	07/20/2021	PRINTED	999990 JAMES D SANDERS	21.00			
240243	07/20/2021	PRINTED	999990 JANE WEBB	32.00			
240244	07/20/2021	PRINTED	999990 JEFFREY & KRISTY MCWILLIA	16.00			
240245	07/20/2021	PRINTED	999990 JESSE WAREN	16.00			
240246	07/20/2021	PRINTED	999990 JOHN HELMS	96.00			
240247	07/20/2021	PRINTED	999990 JOHN R SUTE	48.00			
240248	07/20/2021	PRINTED	999990 JOHN W ANDERSON	258.20			
240249	07/20/2021	PRINTED	999990 JONNY WALTON	16.00			
240250	07/20/2021	PRINTED	999990 JOSEPHINE CHUNG	32.00			
240251	07/20/2021	PRINTED	999990 KEITH & PAULA GAMBLE	37.00			
240252	07/20/2021	PRINTED	999990 KENNETH & SAMANTHA MARLOW	16.00			
240253	07/20/2021	PRINTED	999990 KEVIN BJORNDAHL	32.00			
240254	07/20/2021	PRINTED	999990 LARRY & SANDRA CARLSON	30.00			
240255	07/20/2021	PRINTED	999990 LAWRENCE HIRSCHFELDT	48.00			
240256	07/20/2021	PRINTED	999990 MADELINE PISANI	16.00			
240257	07/20/2021	PRINTED	999990 MARK HUNT	64.00			
240258	07/20/2021	PRINTED	999990 MICHAEL & DOROTHY WISCHOW	16.00			
240259	07/20/2021	PRINTED	999990 MICHAEL E RABBEIT	16.00			
240260	07/20/2021	PRINTED	999990 NANCY D METTS	16.00			
240261	07/20/2021	PRINTED	999990 PATRICK & JESSICA KEETON	30.00			
240262	07/20/2021	PRINTED	999990 PRACTICAL POOLS & PONDS	103.60			
240263	07/20/2021	PRINTED	999990 RACHAEL SARVER	30.00			
240264	07/20/2021	PRINTED	999990 RAYMOND MIXSON	16.00			
240265	07/20/2021	PRINTED	999990 STAN M JONES	32.00			
240266	07/20/2021	PRINTED	999990 STEPHEN PRIDGEN	30.00			
240267	07/20/2021	PRINTED	999990 STEPHEN THOMPSON	32.00			
240268	07/20/2021	PRINTED	999990 STEVEN HILL	32.00			
240269	07/20/2021	PRINTED	999990 TONI E BURNS	30.00			
240270	07/20/2021	PRINTED	999990 TRACY L BYRNES	30.00			
240271	07/20/2021	PRINTED	999990 TRINA MILLER	16.00			
240272	07/20/2021	PRINTED	174713 PAM'S EMBROIDERY & SEWING	755.00			
240273	07/20/2021	PRINTED	186450 PARTNERS MANAGING GENERAL	63,677.97			
240274	07/20/2021	PRINTED	185218 PAUL DOWSEY	5.60			
240275	07/20/2021	PRINTED	121216 PEREGRINE SERVICES INC	1,118.94			
240276	07/20/2021	PRINTED	047503 PH & J ARCHITECTS INC	2,331.08			

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240277	07/20/2021	PRINTED	093809 HEATHER ANN PLATO	47.04			
240278	07/20/2021	PRINTED	192408 PLUMCORE, INC.	161,880.97			
240279	07/20/2021	PRINTED	048298 POSTMARK INK	637.66			
240280	07/20/2021	PRINTED	184944 PRECISION SAND PRODUCTS,	1,750.93			
240281	07/20/2021	PRINTED	048025 PRINT-N-PRESS	26.50			
240282	07/20/2021	PRINTED	187738 PROVETLOGIC, LLC	414.00			
240283	07/20/2021	PRINTED	191242 MICHAEL PURNER	24.00			
240284	07/20/2021	PRINTED	186326 QCHC INC	145,333.33			
240285	07/20/2021	PRINTED	191947 QUADIENT LEASING USA, INC	919.86			
240286	07/20/2021	PRINTED	180557 QUICK CAPTION INC	350.00			
240287	07/20/2021	PRINTED	097199 RACINE'S FEED GARDEN & SU	710.00			
240288	07/20/2021	PRINTED	183649 REPUBLIC SERVICES #986	1,209.00			
240289	07/20/2021	PRINTED	191357 ROBERT A WILLS	100.00			
240290	07/20/2021	PRINTED	051009 ROBERTSDALE AUTO PARTS IN	4,427.21			
240291	07/20/2021	PRINTED	051043 ROBERTSDALE FEED STORE	591.75			
240292	07/20/2021	PRINTED	051040 ROBERTSDALE POWER EQUIPME	105.08			
240293	07/20/2021	PRINTED	183761 SAIN ASSOCIATES INC	46,636.95			
240294	07/20/2021	PRINTED	107115 SAMUEL BURKE VAUGHN	20.00			
240295	07/20/2021	PRINTED	056733 SERVICEMASTER ACTION CLEA	2,745.00			
240296	07/20/2021	PRINTED	181787 SHARP ELECTRONICS CORPORA	17,678.47			
240297	07/20/2021	PRINTED	192751 SHARPS MD OF ALABAMA	720.00			
240298	07/20/2021	PRINTED	185636 SHERWIN-WILLIAMS - US HW	180.75			
240299	07/20/2021	PRINTED	187492 SHORELINE ENVIRONMENTAL I	135.00			
240300	07/20/2021	PRINTED	181293 DANON SMITH	123.36			
240301	07/20/2021	PRINTED	123300 SOFTWARE HOUSE INT dba SH	111,617.02			
240302	07/20/2021	PRINTED	166941 SOLARWINDS, INC.	1,256.00			
240303	07/20/2021	PRINTED	000510 SOLID WASTE FUND	133,608.00			
240304	07/20/2021	PRINTED	054037 SOUTH ALABAMA REGIONAL	35,645.58			
240305	07/20/2021	PRINTED	054083 SOUTH ALABAMA REGIONAL PL	307.20			
240306	07/20/2021	PRINTED	054683 SOUTH BALDWIN LITERACY CO	233.78			
240307	07/20/2021	PRINTED	098394 SOUTH BALDWIN REGIONAL ME	6,187.34			
240308	07/20/2021	PRINTED	170536 SOUTHDATA INC	6,919.38			
240309	07/20/2021	PRINTED	189053 SOUTHERN CANCER CENTER PC	867.00			
240310	07/20/2021	PRINTED	187384 SPANISH FORT PAINTING & C	6,222.00			
240311	07/20/2021	PRINTED	185594 STAPLES CONTRACT & COMMER	3,012.42			
240312	07/20/2021	PRINTED	192752 STEELFUSION CLINICAL TOXI	1,750.00			
240313	07/20/2021	PRINTED	065091 STONE CROSBY PC	38,393.04			
240314	07/20/2021	PRINTED	070471 SUMMIT LANDSCAPE SUPPLY	203.50			
240315	07/20/2021	PRINTED	182059 SUNSOUTH LLC	201.46			
240316	07/20/2021	PRINTED	162616 SWEAT TIRE - BAY MINETTE	55.19			
240317	07/20/2021	PRINTED	054042 SWEAT TIRE - ROBERTSDALE	479.61			
240318	07/20/2021	PRINTED	057333 TEAM ONE COMMUNICATIONS -	846.00			
240319	07/20/2021	PRINTED	189057 TEAM ONE COMMUNICATIONS	2,942.76			
240320	07/20/2021	PRINTED	184294 THE PRINT SHOP	175.00			
240321	07/20/2021	PRINTED	057071 THOMPSON TRACTOR CO	45,299.05			
240322	07/20/2021	PRINTED	182448 AMANDA THWEATT	284.00			
240323	07/20/2021	PRINTED	057327 TONY'S TOWING INC	1,365.00			
240324	07/20/2021	PRINTED	057038 TRACTOR & EQUIPMENT - MOB	3,426.00			
240325	07/20/2021	PRINTED	158123 TRANE-MOBILE PARTS CENTER	3,279.00			
240326	07/20/2021	PRINTED	183743 TRANSUNION RISK & ALTERNA	491.80			
240327	07/20/2021	PRINTED	138958 TRAVIS PAUL MD PC	165.00			
240328	07/20/2021	PRINTED	057039 TRUCK EQUIPMENT SALES INC	4,725.16			

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240329	07/20/2021	PRINTED	192180 TTL, INC.	26,416.97			
240330	07/20/2021	PRINTED	190884 TYLER TECHNOLOGIES, INC.	9,100.00			
240331	07/20/2021	PRINTED	112416 ULINE INC	410.67			
240332	07/20/2021	PRINTED	189143 UNITED STATES TREASURY	3,638.88			
240333	07/20/2021	PRINTED	192322 VIA MOBILITY, LLC	16,500.00			
240334	07/20/2021	PRINTED	066295 VOLKERT INC	6,911.47			
240335	07/20/2021	PRINTED	065201 VULCAN MATERIALS CO	17,404.04			
240336	07/20/2021	PRINTED	065007 VULCAN SIGNS	830.30			
240337	07/20/2021	PRINTED	169455 W H THOMAS OIL CO INC	5,079.88			
240338	07/20/2021	PRINTED	084216 W W GRAINGER	11,408.38			
240339	07/20/2021	PRINTED	192796 LORI WADDLE	11.71			
240340	07/20/2021	PRINTED	085307 CAPITAL ONE	215.57			
240341	07/20/2021	PRINTED	118519 BRENDA WALZ	37.41			
240342	07/20/2021	PRINTED	181290 WESCO - FOLEY	225.80			
240343	07/20/2021	PRINTED	066024 WESCO RECEIVABLES CORP	8,614.16			
240344	07/20/2021	PRINTED	066029 WEST GROUP PAYMENT CENTER	1,004.07			
240345	07/20/2021	PRINTED	066029 WEST GROUP PAYMENT CENTER	170.17			
240346	07/20/2021	PRINTED	066029 WEST GROUP PAYMENT CENTER	230.04			
240347	07/20/2021	PRINTED	066029 WEST GROUP PAYMENT CENTER	230.04			
240348	07/20/2021	PRINTED	187577 WHITE SANDS RV LLC	765.85			
240349	07/20/2021	PRINTED	080670 WILLIAMS SCOTSMAN INC	673.23			
240350	07/20/2021	PRINTED	180360 WILMA L JAYJOHN	28.00			
240351	07/20/2021	PRINTED	184892 WITTICHEN SUPPLY - DAPHNE	347.72			
240352	07/20/2021	PRINTED	113371 WITTICHEN SUPPLY - FOLEY	54.84			
240353	07/20/2021	PRINTED	066357 WM CORPORATE SERVICES, IN	1,428.17			
240354	07/20/2021	PRINTED	146114 WOLFE-BAYFIEW FUNERAL HOM	790.00			
240355	07/20/2021	PRINTED	066006 WRIGHTS MOTOR PARTS INC	2,154.34			
240356	07/20/2021	PRINTED	110162 ZACK LONG	1,785.00			
240357	07/20/2021	PRINTED	095628 ZEP MANUFACTURING COMPANY	3,432.81			
341 CHECKS				CASH ACCOUNT TOTAL	2,883,679.42	.00	



Baldwin County Commission

Agenda Action Form

File #: 21-1060, **Version:** 1

Item #: EA2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

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 \$2,652,494.85 (two million, six hundred fifty-two thousand, four hundred ninety-four dollars and eighty-five cents) a part of the minutes.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A

Baldwin County Commission
Interim Payments
July 20, 2021

Vendor Summary	Totals	Brief Description
ACQUISITION PROPERTIES	18,365.85	Land Redemptions
AL STATE DEPT DEPT OF INDUSTRIAL RELATIONS	3,183.04	Qtrly Unemployment Compensation
ALABAMA CHILD SUPPORT PAYMENT CENTER	2,651.97	Payroll
ASA B HOLLOWELL	870.79	Land Redemptions
AT&T	2,214.92	Telephone
AT&T MOBILITY	1,058.60	Telephone
B A LEGACY SEED LLC	929.86	Land Redemptions
BAKER, HASANA	1,322.44	Land Redemptions
BALDWIN CNTY COMMISSION - DENTAL 790	12,971.50	Payroll
BALDWIN CNTY COMMISSION - HEALTH	281,670.00	Payroll
BALDWIN CNTY SHERIFF'S OFFICE	865,496.21	Payroll
BALDWIN EMC	2,888.02	Utilities
BAY MINETTE POSTMASTER	110.00	Postage; JDC
BAY MINETTE POSTMASTER	278.00	PO Box Rental; Probate
BLUE CROSS & BLUE SHIELD OF AL	446,235.13	Payroll
BOT HOLDINGS LLC	1,925.40	Land Redemptions
BRADFORD LEWIS	193.66	Land Redemptions
CANOPY INVESTMENT COMPANY LLC	2,927.52	Land Redemptions
CHAPPELL HILL	18,300.00	Housing Rental
CITY OF FAIRHOPE-UTILITIES	16.10	Utilities
CITY OF FOLEY	57.72	Utilities
CITY OF ROBERTSDALE	28,766.00	Utilities
CODY LEWIS LLC	1,829.97	Land Redemptions
CRAFT TRAINING FUND	14,961.00	CICT Fees; Jun 2021
DANIEL O'BRIEN	859.92	Payroll
DEPARTMENT OF CHILDREN AND FAMILY SVC	193.84	Payroll
DOVES, LLC	227.94	Land Redemptions
DRF APARTMENTS-LAKE FOREST APARTMENTS	6,692.00	Housing Rental
EGP PROPERTY, LLC - GRAND POINTE APARTMENTS	4,160.00	Housing Rental
EGP PROPERTY, LLC -GRANDE POINTE APARTMENTS	9,860.00	Housing Rental
EGP PROPERTY, LLC-GRAND POINTE APARTMENTS	3,820.00	Housing Rental
FLEXIBLE BENEFITS	9,556.99	Payroll
FRONTIER COMMUNICATIONS OF THE SOUTH INC	14.70	Telephone
GENE C. HOWE	2,925.00	Housing Rental
GEORGE A POATES JR	4,000.00	Land Redemptions
GLS INVESTMENTS LLC	8,315.80	Land Redemptions
GUARDIAN TAX AL LLC	4,859.95	Land Redemptions
HOSEA O WEAVER & SON INC	344,406.36	Road Building Materials
HOWARD, ANDREW	2,611.65	Land Redemptions
INTELLECTUAL VENTURES GROUP	1,823.15	Land Redemptions
IRS-TAX PAYMENT	239,345.25	Payroll
JAMM INVESTMENTS LLC	6,534.96	Land Redemptions
JEAN MARC PRESCOTT	1,457.37	Land Redemptions
JODY L WISE CIRCUIT CLERK	50.00	Payroll
JOE SAMUEL BAILEY	1,500.00	Land Redemptions
KEN LETOURNEAU	440.55	Land Redemptions
KERI RENEE COUMANIS	751.00	Land Redemptions
LB WOODRUFF III	821.06	Land Redemptions
LEON LEWIS JR	307.46	Land Redemptions
MCGUIRE TYLER LLC	236.84	Land Redemptions

MISTY & JASON PRESNALL	1,291.54	Land Redemptions
NATIONWIDE RETIREMENT SOLUTIONS	19,335.00	Payroll
NORTH BALDWIN UTILITIES	4,074.68	Utilities
NUVIEW IRA FBO DOUGLAS GALE	4,496.64	Land Redemptions
OG FAIRHOPE COMMONS, LLC	3,490.00	Housing Rental
OLDE TOWNE, LLC	654.58	Land Redemptions
PERDIDO BAY WATER, SEWER, FIRE	18.72	Utilities
PETTY CASH - KELLY CHILDRESS	40.49	Petty Cash; COA
PINE VALLEY ONE REAL ESTATE LLC	946.61	Land Redemptions
PRESCOTT, GLENDA TYLER	188.14	Land Redemptions
RACHEL INGRAHAM	335.60	Land Redemptions
RETIREMENT SYSTEMS OF AL	154,346.48	Payroll
RICH, DENNIS E	15,761.87	Land Redemptions
RIVIERA UTILITIES	9,888.21	Utilities
RTO PROPERTIES, LLC	10,250.00	Housing Rental
SAMPSON, ANTHONY T AND PAMELA P	1,133.71	Land Redemptions
SOUTHERN LINC WIRELESS	1,021.21	Telephone
SPEAKSPACE LLC	128.12	Telephone
TINGRONG REN	12,147.00	Housing Rental
TOWN OF LOXLEY	119.61	Utilities
TRUSTMARK NATIONAL BANK	19,519.34	2021-A LOC TRLY Int
TYLER MONTANA JUL PRESCOTT	2,488.29	Land Redemptions
VERIZON WIRELESS	25,823.52	Telephone
Grand Total	2,652,494.85	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239509	06/28/2021	PRINTED	063589 AT&T	975.96			
239510	06/28/2021	PRINTED	014397 AT&T MOBILITY	605.39			
239511	06/28/2021	PRINTED	001939 GEORGE A POATES JR	4,000.00			
239512	06/28/2021	PRINTED	001938 JOE SAMUEL BAILEY	1,500.00			
239513	06/28/2021	PRINTED	181427 SPEAKSPACE LLC	128.12			
239514	06/28/2021	PRINTED	128434 TYLER MONTANA JUL PRESCOT	1,500.00			
239515	06/28/2021	PRINTED	152240 VERIZON WIRELESS	20.04			
7 CHECKS				8,729.51			
CASH ACCOUNT TOTAL					.00		

INVOICE ENTRY PROOF LIST

CLERK: Lisa.Hacker		BATCH: 792		NEW INVOICES				
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14125	00000 BLUE CROSS & BLU	10404 42257-998	6252021	M070121L	49,832.26	.00	.00	9205895
CASH 999	2021/10	INV 06/25/2021	SEP-CHK: N	DISC: .00	79010790 51204		738.10	1099:
ACCT 10010	DEPT 555	DUE 07/01/2021	DESC:BCSO BCBS WEEKLY 6/21-6/25/21		79010790 51204		684.40	1099:
					79010790 51526		170.70	1099:
					79010790 51202		44,474.66	1099:
					79010790 51202		3,764.40	1099:
14125	00000 BLUE CROSS & BLU	10405 42257-999	6252021	M070121L	179,243.29	.00	.00	9205894
CASH 999	2021/10	INV 06/25/2021	SEP-CHK: N	DISC: .00	79010790 51203		3,482.30	1099:
ACCT 10010	DEPT 555	DUE 07/01/2021	DESC:BCC BCSO WEEKLY CLAIMS 6/21-6/25/21		79010790 51203		4,687.30	1099:
					79010790 51203		294.00	1099:
					79010790 51522		1,015.63	1099:
					79010790 51201		156,195.37	1099:
					79010790 51201		10,699.92	1099:
					79010790 51201		1,331.24	1099:
					79010790 51201		1,537.53	1099:
2 APPROVED PAID INVOICES			TOTAL		229,075.55			
2 INVOICE(S)			REPORT POST TOTAL		229,075.55			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239932	07/01/2021	PRINTED	191199 ACQUISITION PROPERTIES	18,365.85			
239933	07/01/2021	PRINTED	157622 ASA B HOLLOWELL	870.79			
239934	07/01/2021	PRINTED	184440 B A LEGACY SEED LLC	929.86			
239935	07/01/2021	PRINTED	192264 BAKER, HASANA	1,322.44			
239936	07/01/2021	PRINTED	014005 BALDWIN EMC	2,400.02			
239937	07/01/2021	PRINTED	048004 BAY MINETTE POSTMASTER	110.00			
239938	07/01/2021	PRINTED	180359 BOT HOLDINGS LLC	1,925.40			
239939	07/01/2021	PRINTED	192231 BRADFORD LEWIS	193.66			
239940	07/01/2021	PRINTED	187158 CANOPY INVESTMENT COMPANY	1,653.71			
239941	07/01/2021	PRINTED	019021 CITY OF FAIRHOPE-UTILITIE	16.10			
239942	07/01/2021	PRINTED	187161 CODY LEWIS LLC	1,829.97			
239943	07/01/2021	PRINTED	192250 DOVES, LLC	227.94			
239944	07/01/2021	PRINTED	054257 FRONTIER COMMUNICATIONS O	14.70			
239945	07/01/2021	PRINTED	192261 GLS INVESTMENTS LLC	8,315.80			
239946	07/01/2021	PRINTED	186426 GUARDIAN TAX AL LLC	10.00			
239947	07/01/2021	PRINTED	192365 HOWARD, ANDREW	2,611.65			
239948	07/01/2021	PRINTED	174020 INTELLECTUAL VENTURES GRO	1,823.15			
239949	07/01/2021	PRINTED	130680 JAMM INVESTMENTS LLC	6,534.96			
239950	07/01/2021	PRINTED	130681 JEAN MARC PRESCOTT	1,012.67			
239951	07/01/2021	PRINTED	188800 KEN LETOURNEAU	440.55			
239952	07/01/2021	PRINTED	188803 KERI RENEE COUMANIS	751.00			
239953	07/01/2021	PRINTED	191609 LB WOODRUFF III	821.06			
239954	07/01/2021	PRINTED	191608 LEON LEWIS JR	307.46			
239955	07/01/2021	PRINTED	192289 MCGUIRE TYLER LLC	236.84			
239956	07/01/2021	PRINTED	165236 MISTY & JASON PRESNALL	392.18			
239957	07/01/2021	PRINTED	019003 NORTH BALDWIN UTILITIES	4,074.68			
239958	07/01/2021	PRINTED	192296 NUVIEW IRA FBO DOUGLAS GA	4,075.16			
239959	07/01/2021	PRINTED	192299 OLDE TOWNE, LLC	654.58			
239960	07/01/2021	PRINTED	133604 PETTY CASH - KELLY CHILDR	40.49			
239961	07/01/2021	PRINTED	192298 PINE VALLEY ONE REAL ESTA	946.61			
239962	07/01/2021	PRINTED	192260 PRESCOTT, GLENDA TYLER	188.14			
239963	07/01/2021	PRINTED	180941 RACHEL INGRAHAM	335.60			
239964	07/01/2021	PRINTED	051003 RIVIERA UTILITIES	2,095.13			
239965	07/01/2021	PRINTED	192226 SAMPSON, ANTHONY T AND PA	1,133.71			
239966	07/01/2021	PRINTED	062367 SOUTHERN LINC WIRELESS	751.21			
239967	07/01/2021	PRINTED	062367 SOUTHERN LINC WIRELESS	270.00			
239968	07/01/2021	PRINTED	057069 TOWN OF LOXLEY	119.61			
239969	07/01/2021	PRINTED	001941 TRUSTMARK NATIONAL BANK	19,519.34			
239970	07/01/2021	PRINTED	128434 TYLER MONTANA JUL PRESCOT	988.29			
39 CHECKS				88,310.31	.00		
CASH ACCOUNT TOTAL							

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239971	07/02/2021	PRINTED	999995 CHAPPELL HILL	18,300.00			
239972	07/02/2021	PRINTED	999995 DRF APARTMENTS-LAKE FORES	6,692.00			
239973	07/02/2021	PRINTED	999995 EGP PROPERTY, LLC - GRAND	4,160.00			
239974	07/02/2021	PRINTED	999995 EGP PROPERTY, LLC -GRANDE	3,760.00			
239975	07/02/2021	PRINTED	999995 EGP PROPERTY, LLC -GRANDE	6,100.00			
239976	07/02/2021	PRINTED	999995 EGP PROPERTY, LLC-GRAND P	3,820.00			
239977	07/02/2021	PRINTED	999995 GENE C. HOWE	2,925.00			
239978	07/02/2021	PRINTED	999995 OG FAIRHOPE COMMONS, LLC	3,490.00			
239979	07/02/2021	PRINTED	999995 RTO PROPERTIES, LLC	10,250.00			
239980	07/02/2021	PRINTED	999995 TINGRONG REN	12,147.00			
10 CHECKS				CASH ACCOUNT TOTAL	71,644.00	.00	

INVOICE ENTRY PROOF LIST

CLERK: Lisa.Hacker BATCH: 827		DOCUMENT		NEW INVOICES				
VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14125	00000 BLUE CROSS & BLU	10743 42257-998 070221		M070821L	29,529.47	.00	.00	5205896
CASH 999	2021/10	INV 07/08/2021	SEP-CHK: N	DISC: .00	79010790 51204		338.60	1099:
ACCT 10010	DEPT 555	DUE 07/08/2021	DESC:BCSO WEEKLY CLAIMS 6/28-7/2/21		79010790 51204		1,679.60	1099:
					79010790 51526		242.18	1099:
					79010790 51202		26,841.01	1099:
					79010790 51202		428.08	1099:
14125	00000 BLUE CROSS & BLU	10751 42257 999 70221		M070821L	187,630.11	.00	.00	5205897
CASH 999	2021/10	INV 07/08/2021	SEP-CHK: N	DISC: .00	79010790 51203		3,154.75	1099:
ACCT 10010	DEPT 555	DUE 08/07/2021	DESC:BCC WEEKLY CLAIMS 6/28-7/2/21		79010790 51203		6,576.32	1099:
					79010790 51203		209.60	1099:
					79010790 51522		1,192.88	1099:
					79010790 51201		172,612.64	1099:
					79010790 51201		2,912.95	1099:
					79010790 51201		970.97	1099:
2 APPROVED PAID INVOICES		TOTAL		217,159.58				
2 INVOICE(S)		REPORT POST TOTAL		217,159.58				

INVOICE ENTRY PROOF LIST

CLERK: R BENSON BATCH: 828		NEW INVOICES						
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
10	00000 BALDWIN CNTY SHE	10760 7072021		M070821A	865,496.21	.00	.00	9205898
CASH 999	2021/10	INV 07/07/2021	SEP-CHK: N	DISC: .00	10052100 52910		284,606.50	1099:
ACCT 10010	DEPT 555	DUE 07/08/2021	DESC:SHERIFF'S	PAYROLL AND AP 07/09/21	10052200 52910		153,199.84	1099:
					708 22797		11,099.26	1099:
					10052100 52910		274,624.82	1099:
					10052200 52910		130,158.15	1099:
					708 22797		11,807.64	1099:
1 APPROVED PAID INVOICES		TOTAL		865,496.21				
1 INVOICE(S)		REPORT POST TOTAL		865,496.21				

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239982	07/08/2021	PRINTED	054017 AT&T	461.17			
239983	07/08/2021	PRINTED	063589 AT&T	57.40			
239984	07/08/2021	PRINTED	063589 AT&T	618.29			
239985	07/08/2021	PRINTED	063589 AT&T	102.10			
239986	07/08/2021	PRINTED	014397 AT&T MOBILITY	410.98			
239987	07/08/2021	PRINTED	014397 AT&T MOBILITY	42.23			
239988	07/08/2021	PRINTED	014005 BALDWIN EMC	488.00			
239989	07/08/2021	PRINTED	048004 BAY MINETTE POSTMASTER	278.00			
239990	07/08/2021	PRINTED	187158 CANOPY INVESTMENT COMPANY	1,273.81			
239991	07/08/2021	PRINTED	019049 CITY OF FOLEY	57.72			
239992	07/08/2021	PRINTED	019031 CITY OF ROBERTSDALE	28,766.00			
239993	07/08/2021	PRINTED	186412 CRAFT TRAINING FUND	14,961.00			
239994	07/08/2021	PRINTED	186426 GUARDIAN TAX AL LLC	4,849.95			
239995	07/08/2021	PRINTED	032045 HOSEA O WEAVER & SON INC	344,406.36			
239996	07/08/2021	PRINTED	130681 JEAN MARC PRESCOTT	444.70			
239997	07/08/2021	PRINTED	165236 MISTY & JASON PRESNALL	899.36			
239998	07/08/2021	PRINTED	192296 NUVIEW IRA FBO DOUGLAS GA	421.48			
239999	07/08/2021	PRINTED	048197 PERDIDO BAY WATER, SEWER,	18.72			
240000	07/08/2021	PRINTED	192247 RICH, DENNIS E	15,761.87			
240001	07/08/2021	PRINTED	051003 RIVIERA UTILITIES	7,793.08			
240002	07/08/2021	PRINTED	152240 VERIZON WIRELESS	1,775.90			
240003	07/08/2021	PRINTED	152240 VERIZON WIRELESS	24,027.58			
22 CHECKS				447,915.70			
CASH ACCOUNT TOTAL					.00		

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 829		NEW INVOICES						
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
54070	00000 AL STATE DEPT OF 10818 213311800; 6/30/21			N070821A	3,183.04	.00	.00	9205902
CASH 999	2021/10	INV 07/08/2021	SEP-CHK: N	DISC: .00				
ACCT 10010	DEPT 555	DUE 07/08/2021	DESC:ACCT# 0213311800			100 21540	3,183.04	1099:
1 APPROVED PAID INVOICES		TOTAL		3,183.04				
1 INVOICE(S)		REPORT POST TOTAL		3,183.04				

PAYROLL VENDOR PROOF SUMMARY

Warrant:210709 Pay Period From:06/21/2021 To:07/04/2021 Check Date:07/09/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
54188	0	IRS-TAX PAYMENT	I	1000	FICA	0	210709	65,802.38	65,802.38
54188	0	IRS-TAX PAYMENT	I	1100	MEDICA	0	210709	15,389.36	15,389.36
54188	0	IRS-TAX PAYMENT	I	3000	FEDERA	0	210709	76,961.77	0.00
VENDOR TOTAL:						239,345.25		158,153.51	81,191.74

REPORT TOTAL: 239,345.25 158,153.51 81,191.74

** END OF REPORT - Generated by Amanda Cunningham **

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9205900	07/09/2021	WIRE	051059 RETIREMENT SYSTEMS OF AL	154,346.48			
			1 CHECKS CASH ACCOUNT TOTAL	154,346.48	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
240009	07/09/2021	PRINTED	094828 ALABAMA CHILD SUPPORT PAY	2,651.97			
240010	07/09/2021	PRINTED	180373 BALDWIN CNTY COMMISSION -	12,971.50			
240011	07/09/2021	PRINTED	186456 BALDWIN CNTY COMMISSION -	281,670.00			
240012	07/09/2021	PRINTED	184047 DANIEL O'BRIEN	859.92			
240013	07/09/2021	PRINTED	189015 DEPARTMENT OF CHILDREN AN	193.84			
240014	07/09/2021	PRINTED	000717 FLEXIBLE BENEFITS	9,556.99			
240015	07/09/2021	PRINTED	112221 JODY L WISE CIRCUIT CLERK	50.00			
240016	07/09/2021	PRINTED	040627 NATIONWIDE RETIREMENT SOL	19,335.00			
8 CHECKS CASH ACCOUNT TOTAL				327,289.22	.00		



Baldwin County Commission

Agenda Action Form

File #: 21-1089, **Version:** 1

Item #: FA1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Kristen M. Rawson, Assistant Administrative Services Manager

ITEM TITLE

Agreements with Baldwin County Municipalities Regarding the Exercise of Subdivision Regulations within the Planning Jurisdiction of the Municipal Planning Commissions

STAFF RECOMMENDATION

Hope Hicks, County's Legal Counsel, will be present at the work session to discuss the proposed Agreements between the Baldwin County Commission, the municipalities, and the Planning Commissions of the municipalities concerning the exercise of subdivision regulations within the planning jurisdiction of each municipal planning commission.

BACKGROUND INFORMATION

Previous Commission action/date: During its regularly scheduled meeting held on July 6, 2021, the BCC approved the following related to Act 2021-297 concerning the exercise of subdivision regulations within the planning jurisdiction of each Baldwin County municipality:

- 1) Pursuant to Act 2021-297, provide notice to the municipalities in Baldwin County that the Baldwin County Commission currently enforces regulations regarding the inspection of construction, building permits and enforcement of the building codes and that as of July 26, 2023, the Baldwin County Commission will enforce these regulations in the areas of Baldwin County outside of municipal corporate limits, unless agreements are reached with municipalities.
- 2) Provide notice to the municipalities in Baldwin County that the Baldwin County Commission would like to enter into agreements with the municipalities to allow the municipalities who were regulating subdivision planning on January 1, 2021, to continue to regulate subdivision planning in areas outside of their municipal corporate limits that are inside the police jurisdiction as it lawfully existed on January 1, 2021, and for agreements to be considered by this Commission at the next meeting on July 20, 2021.
- 3) Provide notice to the municipalities of Baldwin County that the Baldwin County Commission adopted subdivision regulations in 1984 and currently regulates subdivision developments within the unincorporated areas of Baldwin County and that on July 26, 2023, the Baldwin County Commission will begin regulating subdivision developments in all areas of Baldwin County outside municipal

corporate limits pursuant to §11-52-30 as modified by Act 2021-297, unless agreements are made with municipalities.

4) Authorize the Chairman to send written notice to each of the municipalities notifying them of the three previous votes.

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0781, **Version:** 1

Item #: FA2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Keri Green, Commission Executive Assistant

ITEM TITLE

Implementation Plan Update for the Baldwin County Strategic Plan

STAFF RECOMMENDATION

Wayne Dyess, County Administrator, to discuss the Implementation Plan update for the Baldwin County Strategic Plan and the progress of each goal set.

BACKGROUND INFORMATION

Previous Commission action/date: See below.

Background:

Presentation forthcoming from staff.

After the approval and adoption of the Baldwin County Strategic Plan during the September 15, 2020, Baldwin County Commission regular meeting, County staff and various County leaders and stakeholders began working on implementation plans for the various strategic goals.

GENERAL BACKGROUND - STRATEGIC PLAN PROCESS AND PREVIOUS APPROVALS

05/21/2019 BCC Regular Meeting: Authorized staff to prepare Request for Proposals (RFP) for the development of a new Baldwin County Strategic Plan and advertise said RFP.

10/15/2019 BCC Regular Meeting: Authorized staff to begin negotiations with Managing Results, LLC.

12/17/2019 BCC Regular Meeting: Approved the Contract with Managing Results, LLC, in the amount of \$125,409.00 for the development of the new Strategic Plan.

06/02/2020 BCC Regular Meeting: Approved the Baldwin County Strategic Plan Conference to be held on June 24-25, 2020, at The Lodge at Gulf State Park in Gulf Shores, Alabama.

09/15/2020 BCC Regular Meeting: Approved and adopted the Baldwin County Strategic Plan.

03/02/2021 BCC Regular Meeting: Wayne Dyess, County Administrator, discussed the Baldwin County Implementation Plan Update and the progress of each goal set.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-1083, **Version:** 1

Item #: FR1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/19/2021

Item Status: New

From: Matthew Brown, Director of Planning and Zoning

Submitted by: J. Buford King, Development Review Planner

ITEM TITLE

Amendments to Baldwin County Subdivision Regulations

STAFF RECOMMENDATION

Discuss proposed amendments to the Baldwin County Subdivision Regulations.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

The Baldwin County Planning and Zoning Department would like to propose a general slate of amendments to the Baldwin County Subdivision Regulations. These amendment categories may include:

- Review of post-2008 regulation changes and potential reversion to 2008 language as appropriate.
- Providing additional options to applicants regarding wetlands on proposed subdivisions, while simultaneously ensuring protection of those wetlands.
- Adjustment to sidewalk construction timing requirements
- Incorporation of provisions related to broadband access for new developments.
- General clean-up and clarification changes to remove ambiguity for the public and incorporate industry standard language.
- Changing "Development Permit" to "Preliminary Plat."
- Changing "Planned Development" to "Multi-Unit Development" or "Multiple Occupancy Project"
- Changing the appeal process to direct appeals from the Baldwin County Commission to the Circuit Court of Baldwin County

Proposed schedule:

July 16, 2021 - Voluntary Stakeholder Meeting - Central Annex at 2 p.m.

July 19, 2021 - Commission Work Session: Discussion item with proposed draft for publication.

July 28th, August 4th, and August 11th - Required Advertising.

August 16 & 17, 2021 - Commission Work Session and then Regular Meeting with Public Hearing on the proposed amendments.

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?

Will coordinate with legal throughout

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Planning and Zoning Staff

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 #: 21-1039, **Version:** 1

Item #: HA1

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: Addendum

From: Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

Submitted by: Halley Dixon, Office Manager

ITEM TITLE

Baldwin County Coroner's Office - Site Work and Paving of Parking Area on the North Side of the Coroner's Office

STAFF RECOMMENDATION

Authorize the Highway Department to construct and pave the parking lot area on the north side of the Coroner's Office in Robertsedale, Alabama, at an estimated cost of \$9,192.84 for materials. The Baldwin County Coroner's Office will be invoiced the actual cost of materials upon completion of the project.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Coroner's Office is requesting assistance with the site work and paving of a parking lot on the north side of the Coroner's Office.

FINANCIAL IMPACT

Total cost of recommendation: \$9,192.84 (estimate) - The Baldwin County Coroner's Office will be billed for actual cost of materials upon completion of the project.

Budget line item(s) to be used: 10052400.51500 Contract Services.

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Highway Department to schedule project. Highway Accounting to send invoice to Baldwin County Coroner's Office upon completion of project.

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

Contact:

Dr. Brian Pierce

Coroner of Baldwin County

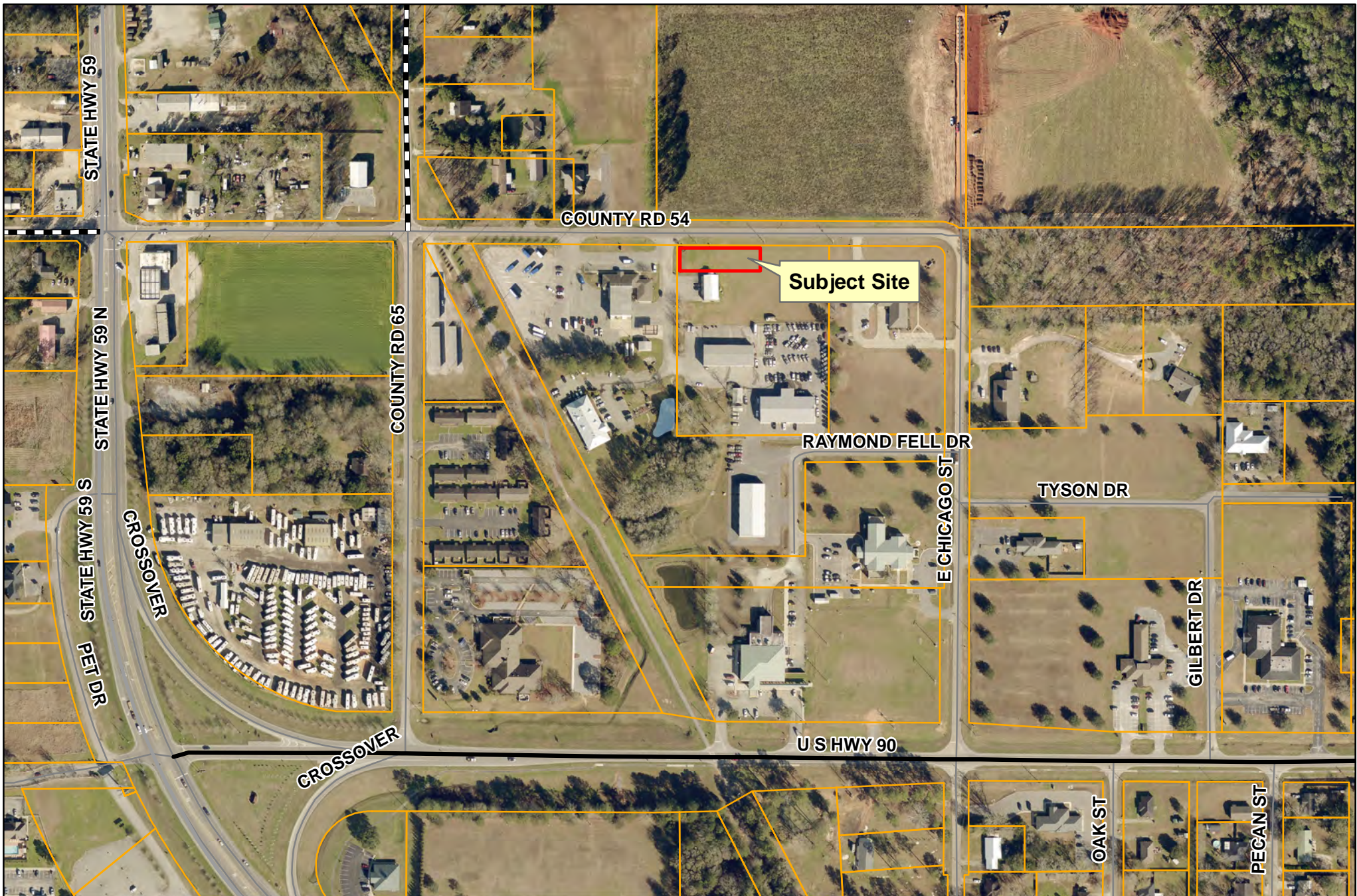
18126 County Road 54

Robertsdale, Alabama 36567

Additional instructions/notes: N/A

Baldwin County Highway Department Estimate Sheet

DATE	5/27/2021	Area:	200		
REQUESTED BY:	Brian Pierce				
LOCATION	Coroner's Office in Roberstdale				
Scope of Work:	Grade, Dain, Base and Pave a new parking lot at the Coroner's office and install side drain piipe				
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	EQUIPMENT				
	TRAFFIC OPERATIONS				
02114	Paving Machine Weiler P385B	Hours	8	\$ 135.00	\$ 1,080.00
73749	Pickup Ford F150	Miles	50	\$ 0.56	\$ 28.00
87212	Flat Bed Ford F450 Crew	Hours	8	\$ 35.00	\$ 280.00
89985	Packer Ingersoll Rand DD-90HF	Hours	10	\$ 26.00	\$ 260.00
03454	Truck Tractor w/trailer Mack CHU613	Hours	4	\$ 71.60	\$ 286.40
00027	2014 Striper - Walk Behind EZ-Liner 4900LXT	Hours	3	\$ 4.00	\$ 12.00
	A200 BARN				
01655	Grader	Hours	15	\$ 80.43	\$ 1,206.45
00889	Trackhoe	Hours	20	\$ 264.64	\$ 5,292.80
95400	Gradall Truck	Hours	2	\$ 28.55	\$ 57.10
24690	Dump Truck Tri-Axle	Hours	45	\$ 91.65	\$ 4,124.25
00829	Loader	Hours	15	\$ 116.12	\$ 1,741.80
00121	Gradall	Hours	8	\$ 117.66	\$ 941.28
07201	Mini Ex	Hours	5	\$ 18.97	\$ 94.85
61372	Lowboy Truck/Trailer	Hours	2	\$ 52.98	\$ 105.96
00581	Vib Roller	Hours	10	\$ 26.90	\$ 269.00
03100	Water Truck	Hours	3	\$ 56.57	\$ 169.71
00697	Fuel Truck	Hours	1	\$ 40.19	\$ 40.19
	Pick Up Trucks	Miles	50	\$ 0.56	\$ 28.00
	TOTAL				\$ 16,017.79
2	LABOR				
	TRAFFIC OPERATIONS				
	Man Hrs - 8 Employees	Hours	68	\$ 30.00	\$ 2,040.00
	A200 BARN				
	Man Hrs with Equipment	Hours	126	\$ 30.00	\$ 3,780.00
	TOTAL				\$ 5,820.00
3	MATERIAL				
	TRAFFIC OPERATIONS				
	424A-341 3/4" AGG (picked up)	Tons	100	\$ 51.90	\$ 5,190.00
	Paint (White)	Gal	5	\$ 8.56	\$ 42.80
	Paint (Blue)	Gal	2	\$ 9.50	\$ 19.00
	Glass Beads - Type I	Lbs	35	\$ 0.48	\$ 16.80
	Glass Beads - Type IV	Lbs	49	\$ 0.90	\$ 44.10
	A200 BARN				
	B-Base	Tons	75	\$ 23.75	\$ 1,781.25
	Base	Yards	530	\$ 1.50	\$ 795.00
	Pipe 22" x 13"	Feet	24	\$ 24.31	\$ 583.44
	Pipe (BES) 22" x 13"	Pieces	2	\$ 250.50	\$ 501.00
	Sod (Delivered) Centipede 30" Rolls	SY	133	\$ 1.65	\$ 219.45
	TOTAL				\$ 9,192.84
	TOTAL COST ESTIMATE				\$ 31,030.63



Baldwin County Coroner's Office Vicinity Map

0 0.055 0.11 0.165 Miles





Baldwin County Commission

Agenda Action Form

File #: 21-1087, **Version:** 1

Item #: HA2

Meeting Type: BCC Regular Meeting

Meeting Date: 7/20/2021

Item Status: New

From: Ronald J Cink, Budget Director

Submitted by: Ronald J. Cink, Budget Director

ITEM TITLE

The Baldwin County Public Building Authority - First Supplemental Lease Agreement (Baldwin County Jail Project)

STAFF RECOMMENDATION

Related to The Public Building Authority of Baldwin County and Building Additional Revenue Warrants, Series 2021 (Jail Project), take the following action:

Adopt Resolution #2021-105 which approves the execution and delivery of a First Supplemental Lease Agreement between the County and The Public Building Authority of Baldwin County, Alabama (PBA) in connection with the issuance, sale and delivery by the PBA of its \$19,735,000 principal amount of Building Revenue Warrants, Series 2021 (Jail Project), to be dated the date of delivery.

BACKGROUND INFORMATION

Previous Commission action/date:

The Board of Directors of The Public Building Authority of Baldwin County will meet on July 19, 2021, for the purpose of approving all supplemental action and the execution of additional warrant purchase agreement with respect to the Authority's proposed Building Revenue Warrants, Series 2021, the proceeds of which will be used to construct a new public jail facility in the County.

April 6, 2021 - Adopted Resolution # 2021-067 which approved the selection of Frazer Lanier for underwriting services in regard to the upcoming warrant issuance of Series 2021 Public Building Authority Jail Project additional warrants and authorized staff to begin rate negotiations with the selected firm.

March 16, 2021 - Adopted Resolution # 2021-062 which:

1) Determined that it is necessary for The Public Building Authority of Baldwin County to issue additional Warrants under the Trust Indenture dated March 5, 2020, in order to provide the funds necessary to complete the new jail facility; and

2) Appointed Bradley Arant Boult Cummings as Bond Counsel for such Additional Warrants and directs them to begin preparing a Preliminary Official Statement and related documents on behalf of the Public Building Authority and in conjunction with the County's Financial Advisor, Stifel Nicolaus & Company, Incorporated; and

3) Authorized and directed the Financial Advisor to obtain a rating on the additional Warrants and to prepare such warrants for marketing and sale, upon consultation with and at the direction of the Commission and the underwriter to be selected by the Finance Team.

February 18, 2020 - As related to The Public Building Authority of Baldwin County and Building Revenue Warrants, Series 2020 (Jail Project), took the following actions:

1) Adopted Resolution #2020-059 which adopted and confirmed the transfer of property and a Lease Agreement in connection with the issuance, sale and delivery by the Public Building Authority of Baldwin County of its \$35,965,000 Building Revenue Warrants, Series 2020 (Jail Project), dated the date of delivery; and

2) Approved the execution of a Lease Agreement between The Public Building Authority of Baldwin County (PBA) and the Baldwin County Commission, regarding \$35,965,000 Building Revenue Warrants, Series 2020 (Jail Project) which transfers the Jail site to the PBA; and

3) Authorized the Chairman to sign the Deed (transferring the jail site to the PBA), County Government Bond Financing Review Form, any necessary Quit Claim Deeds and any other documentation necessary to conduct the above transaction; and

4) Adopted Resolution #2020-065, for Baldwin County to accept the conveyance of the Water Tower Parcel from the City of Bay Minette and North Baldwin Utilities, authorize the acceptance of the conveyance of the Water Tower Parcel and record the same in the Office of the Judge of Probate of Baldwin County, Alabama, authorize the Commission Chairman to execute a deed conveying the Property to the Authority after accepting the conveyance of the Water Tower Parcel, authorize the execution of a lease with the Authority to pay the debt service on the Building Revenue Warrants, Series 2020, and authorize the execution and delivery of such documents or agreements to the Authority, the City of Bay Minette, and North Baldwin Utilities, as are necessary or requested to carry out the intent of this resolution.

January 7, 2020 - The Commission took the following actions:

1) Adopted Resolution #2020-048, which selects and confirms the appointment of Frazer Lanier as the Bond Underwriter for General Obligation Warrants Funding (Jail Expansion) for the Baldwin County Commission.

2) Authorize staff to begin rate negotiations with the selected firm.

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$19,735,000

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?
Bond Counsel and Ron Cink to review and approve all 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: Ron Cink, Budget Director - Have all documents executed and provide to appropriate parties, cc: Administration and Finance & Accounting on all correspondence and documentation.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration staff - Upload Resolution to BCAP and add to tickler: Waiting on final warrant book.

Additional instructions/notes: N/A

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING
OF THE BALDWIN COUNTY COMMISSION**

The Baldwin County Commission (the "Commission"), the governing body of Baldwin County (the "County"), met in public session at the Baldwin County Administration Building, County Commission Chambers, located at 322 Courthouse Square in the City of Bay Minette at 8:30 a.m. on the 20th day of July, 2021. The meeting was called to order by the Chairman, and the roll was called with the following results:

Present: Joe Davis III, Chairman
 Billie Jo Underwood
 Charles F. "Skip" Gruber
 James E. Ball

Absent: None

* * *

The Chairman stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Thereupon, the following resolution and order was introduced in writing by the Chairman, and considered by the County Commission:

A RESOLUTION #2021-105 APPROVING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL LEASE AGREEMENT BETWEEN THE COUNTY AND THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY, ALABAMA (PBA) IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY BY THE PBA OF ITS \$19,735,000 PRINCIPAL AMOUNT OF BUILDING REVENUE WARRANTS, SERIES 2021 (JAIL PROJECT), TO BE DATED THE DATE OF DELIVERY

BE IT RESOLVED BY THE COUNTY COMMISSION (the "Commission") OF BALDWIN COUNTY (the "County"), as follows:

1. The Commission has found and determined that it is in furtherance of its essential governmental function to operate a public jail, and that it is further necessary for the Commission to complete the acquisition, construction, and equipping of the new jail facility begun last year with the proceeds of the PBA's Series 2020 Warrants (collectively the "Project"). The Commission does hereby further find and determine as follows:

(a) The Baldwin County Public Building Authority (the "Authority") was heretofore incorporated pursuant to ALA. CODE § 11-15-1 et seq. (1975) by an approving resolution of the Commission, and its Certificate of Incorporation was duly filed for record thereafter in the Office of the Judge of Probate of Baldwin County.

(b) The Authority, its Certificate of Incorporation and the approving resolution are hereby ratified, certified and approved. The current appointments to the Authority's Board of Directors, which may be expired, are extended to the date hereof and further ratified, confirmed and approved as follows for the terms ending on the dates indicated below:

Locke Williams	February 18, 2026
Donna Givens	February 18, 2024
Harry B. Archer	February 18, 2022

(c) The Commission is considering this resolution in connection with the issuance of \$19,735,000 aggregate principal amount of Building Revenue Warrants, Series 2021 (Jail Project), dated the date of delivery (the "Series 2021 Warrants") by the Authority, issued pursuant to that certain First Supplemental Mortgage, Indenture, and Deed of Trust dated as of July 27, 2021, supplementing the Mortgage, Indenture, and Deed of Trust dated March 5, 2020 (collectively the "Indenture") between the Authority and Regions Bank, as trustee (the "Trustee").

(d) Contemporaneously with and as a condition to the issuance of the Series 2021 Warrants, the Authority and Baldwin County, Alabama (the "County"), will enter into a First Supplemental Lease Agreement dated as of July 27, 2021, supplementing the Lease Agreement dated March 5, 2020 (collectively the "Lease"), pursuant to which the Authority will agree to lease the Project (as defined in the Indenture) to the County for a term not longer than the current fiscal year of the County ending on September 30, 2021; provided, however, that the Lease shall contain a grant to the County of successive options to renew the Lease annually until the Series 2021 Warrants are paid. Pursuant to the Lease, but only during the term thereof (including any renewal terms), the County will pay to the Authority from its available general revenues basic

rentals sufficient to pay the principal of and the interest on the Series 2021 Warrants due during the term of the Lease.

(e) The Commission agrees with the Authority for purposes of maintaining the federal tax exemption on the Series 2021 Warrants that no federal prisoners will be held at the Project. The Commission will house any federal prisoners at the County's other public jail facility, which can accommodate approximately 651 prisoners at any time, which is more than reasonable and sufficient to house the approximately 120 federal prisoners that the County houses on average each month.

(f) The Series 2021 Warrants will be secured by a non-foreclosable mortgage lien on the Project, an assignment of the rights of the Authority under the Lease and by a pledge of the revenues and receipts derived by the Authority from the leasing or, under certain circumstances, the sale of the Project; provided, that the said mortgage of the Project contained in the Indenture will not be subject to foreclosure.

(g) The Series 2021 Warrants is to be issued for the purposes of (i) completing the acquisition, construction, and equipping of the new county public jail facility for local prisoners only and related improvements on property transferred to the Authority by the County (collectively the "Series 2021 Improvements"), and (ii) paying issuance expenses.

2. The Commission does hereby approve, adopt, authorize, ratify and confirm the following:

(a) the financing, acquisition, construction, equipment, operation and maintenance of a new county jail facility to serve the essential governmental function of providing a county jail for prisoners other than federal prisoners and

(b) the terms and provisions of the Lease between the Authority and the County, and the terms of the Indenture with respect to the County. The Chairman and Administrator are authorized to execute, seal, deliver and attest the Lease and the County Government Bond Financing Review Form, copies of which have been presented to and considered at this meeting.

3. The documents described in Section 2 of this resolution (herein collectively the "Financing Documents") are approved in substantially the form and of substantially the content as the Financing Documents presented to and considered by the Commission. Copies of the Financing Documents are ordered to be inserted in the permanent records of the County.

4. The Lease, with such changes or additions thereto or deletions therefrom as the Chairman shall approve, which approval shall be conclusively evidenced by his executing the same.

5. The Chairman of the County is hereby authorized and directed to execute, acknowledge and deliver the Lease for and on behalf of and in the name of the County. The County Administrator is hereby authorized and directed to attest the same. Any prior execution of the Lease by any of the aforesaid officers is hereby ratified and confirmed.

6. The transfer of the property for the Project is hereby ratified, adopted, and confirmed and made in furtherance of the power of the County under Ala. Code § 11-15-16 (1975).

7. The Chairman and the County Administrator, or either of them, are hereby authorized and directed to manually execute, deliver and file such related contracts, documents, certificates, and financing and security agreements, as may be necessary or desirable to carry out the provisions of this resolution or complete the financing herein authorized; and execute and deliver to the purchasers and to the attorneys approving the legality of the Series 2021 Warrants such certified copies of proceedings of the County and

such documents, contracts, closing papers, proofs and statements containing such representations of fact and law as may be necessary to demonstrate the validity of the Series 2021 Warrants and the Financing Documents, the absence of any pending or threatened litigation with respect to the Series 2021 Warrants and such instruments or any matter referred to therein or in this resolution, the exclusion of interest on the Series 2021 Warrants from gross income for federal income taxation, and the exemption of interest on the Series 2021 Warrants from State of Alabama income taxation.

8. Construction of the Project is ordered to proceed with all due diligence in accordance with the plans and specifications heretofore approved by the County. All such action heretofore taken with respect to the Project is hereby ratified, adopted, and confirmed. The County agrees to construct the Project in accordance with the requirements set forth in the Lease and the Non-Arbitrage Certificate.

9. The County may cause a validation notice to be published pursuant to Ala. Code 11-15-10 (1975) in the Press-Register and the Gulf Coast Media newspapers. Such publication is approved by the County, and the County reports that as of this date that the Authority and the County have not received any notice of any civil actions thereunder.

10. If any space in the Project becomes vacant following its construction and operation, the County shall not enter into any lease or rental agreement for similar space until all space in the Project has been filled.

After said resolution and order had been discussed and considered in full by the Commission, it was moved by Commissioner _____ that said resolution and order be now adopted. The motion was seconded by Commissioner _____. The question being put as to the adoption of said motion and the passage and adoption of said resolution and order, the roll was called with the following results:

Ayes: Joe Davis, III, Chairman
Billie Jo Underwood
Charles F. "Skip" Gruber
James E. Ball

Nays: None

The Chairman thereupon declared said motion carried and the resolution and order passed and adopted as introduced and read.

Adopted this 20th day of July, 2021.

Chairman

COUNTY SEAL

Authenticated and Attested:

County Administrator

* * *

CERTIFICATE OF CHAIRMAN

I, the undersigned, do hereby certify as follows: (1) I am the duly elected, qualified and acting Chairman of the County Commission of Baldwin County, Alabama (the "County"), (2) as such I have access to all original records of the County and I am duly authorized to make certified copies of its records on its behalf, (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the County Commission duly held on July 20, 2021, the original of which is on file and of record in the minute book of the County Commission in my custody, (4) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such resolution as introduced and adopted by the County Commission on such date, and (5) said resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman and have affixed the official seal of the County this 20th day of July, 2021.

Chairman

COUNTY SEAL

FIRST SUPPLEMENTAL LEASE AGREEMENT

between

**THE PUBLIC BUILDING AUTHORITY OF
BALDWIN COUNTY, ALABAMA**

and

BALDWIN COUNTY, ALABAMA

Dated July 27, 2021

FIRST SUPPLEMENTAL LEASE AGREEMENT between **THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY, ALABAMA**, a public corporation organized under the laws of the State of Alabama (the "Authority"), and **BALDWIN COUNTY, ALABAMA**, a political subdivision under the laws of the State of Alabama (the "County"),

RECITALS:

The Authority has heretofore acquired certain real property within the corporate limits of the County and has constructed thereon a jail and other related fixtures, facilities, equipment, and furnishings (collectively, the "Facility"), and has leased the Facility to the County pursuant to that certain Lease Agreement dated as of March 5, 2020 (the "Original Lease Agreement"), between the Authority and the County.

In order to finance the acquisition, construction and equipping of the Facility, the Authority has heretofore issued its Building Revenue Warrants, Series 2020, dated March 5, 2020 (the "Series 2020 Warrants"), pursuant to a Mortgage Indenture and Deed of Trust dated as of March 5, 2020 (the "Original Indenture"), between the Authority and Regions Bank as trustee thereunder (the "Trustee"). The Series 2020 Warrants are presently outstanding in the aggregate principal amount of \$35,135,000.

In order to provide funds to complete the improvements begun, but not completed, with the proceeds of the Series 2020 Warrants and to pay issuance costs, the Authority proposes to issue its \$19,735,000 principal amount of Building Revenue Warrants, Series 2021, to be dated the date of delivery (the "Series 2021 Warrants"). The Series 2021 Warrants will be issued as Additional Warrants (as defined in the Original Indenture) pursuant to Article VIII of the Original Indenture, as supplemented and amended by a First Supplemental Indenture dated the date of the Series 2021 Warrants (the "First Supplemental Indenture"; the Original Indenture, as supplemented and amended by the First Supplemental Indenture, is herein called the "Indenture").

In order to comply with the provisions of said Article VIII of the Original Indenture, the Authority and the County are entering into this First Supplemental Lease Agreement to provide for payment by the County of additional Basic Rent to the Authority in amounts sufficient to pay the principal of, premium (if any) and the interest on the Series 2021 Warrants as and when due, but only during the Initial Term or during any Renewal Term (as such terms are defined in the Original Lease Agreement). The Original Lease Agreement, as supplemented and amended by this First Supplemental Lease Agreement, is herein called the "Lease Agreement."

NOW, THEREFORE, the Authority and the County agree as follows:

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. In addition to the words and phrases defined in the recitals of this First Supplemental Lease Agreement and in the Original Lease Agreement, the words and phrases used but not otherwise defined herein shall be given the respective meanings assigned thereto in the Original Lease Agreement.

Section 1.2 Use of Phrases. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this First Supplemental Lease Agreement as an entirety and not solely to the particular portion in which any such word is used. The definitions set forth in the

recitals hereof and in Section 1.1 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations by the Authority. The Authority makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The Authority is duly incorporated under the provisions of the Act by Certificate of Incorporation duly filed for record in the office of the Judge of Probate of Baldwin County, Alabama; has not subsequently amended its said Certificate of Incorporation; and is not in default under any of the provisions contained in the said Certificate of Incorporation or in the laws of Alabama;
- (b) Under the provisions of the Act, the Authority has the power to enter into the transactions contemplated by the Original Lease Agreement and this First Supplemental Lease Agreement and to carry out its obligations thereunder and hereunder;
- (c) The execution and delivery of the Lease Agreement on its part have been duly authorized by all necessary corporation action; and
- (d) The Lease Agreement is in full force and effect and the Authority is not in default thereunder.

Section 2.2 Representations and Warranties by the County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) The County is a political subdivision under the laws of Alabama, and has the power to enter into, and to perform and observe the agreements and covenants on its part contained in, the Original Lease Agreement, as supplemented by this First Supplemental Lease Agreement;
- (b) The execution and delivery of the Lease Agreement, the consummation of the transactions contemplated thereby and hereby, and the fulfillment or compliance with the terms and conditions thereof, do not conflict with, or result in a breach of, any of the terms, conditions or provisions of any governmental order to which the County is now a party or by which the County is bound, and do not constitute a default under any of the foregoing;
- (c) The execution and delivery of the Lease Agreement on its part have been duly authorized by all necessary action; and
- (d) The Lease Agreement is in full force and effect and the County is not in default thereunder.
- (e) The County understands that one of the principal inducements to the purchase of the Warrants by the purchasers thereof from the Authority is that under existing law the interest thereon is excludable from gross income for federal income tax purposes generally, except to the extent otherwise provided in the Tax Code.

ARTICLE III

DEMISING CLAUSES

The Authority hereby confirms the demise and leasing to the County of all real and personal property so demised and leased to the County pursuant to Section 3.1 of the Original Lease Agreement, subject to Permitted Encumbrances, and the County hereby rents from the Authority, subject to Permitted Encumbrances, for and during the fiscal year ending September 30, 2021, and for each Renewal Term thereafter, said real and personal property; not including, however, any machinery, equipment or other property that, under the terms of the Original Lease Agreement, is or is to become the sole property of the County or third parties.

This First Supplemental Lease Agreement is made, however, upon and subject to the following terms and conditions and to the terms and conditions of the Original Lease Agreement, as supplemented by the First Supplemental Lease Agreement, to each of which the Authority and the County hereby agree.

ARTICLE IV

SUPPLEMENTAL RENT PROVISIONS

Section 4.1 Basic Rental Provisions. For and during the term of the Lease Agreement, the County will pay to the Authority, in addition to any other rental provided for in the Original Lease Agreement, for use and occupancy of the Facility, additional Basic Rent in amounts at least sufficient to pay the principal of, premium (if any) and the interest on the Series 2021 Warrants, said additional Basic Rent to be paid not later than fifteen (15) days prior to each March 1 and September 1 during which the Lease Agreement is in effect, as rent during each Renewal Term, if any, and said additional Basic Rent being shown on Exhibit A hereto.

Section 4.2 Series 2021 Warrants to be Additional Warrants. The Authority and the County recognize and agree that from and after the issuance of the Series 2021 Warrants, any reference in the Lease Agreement to the "Warrants" shall, unless the context clearly indicates otherwise, be construed to refer to the Series 2021 Warrants.

ARTICLE V

MISCELLANEOUS

Section 5.1 Nature of this First Supplemental Lease Agreement; Construction. From and after the execution of this First Supplemental Lease Agreement, the Original Lease Agreement and this First Supplemental Lease Agreement shall be construed as a single instrument for the purposes and to the extent herein provided. The Original Lease Agreement, as supplemented by this First Supplemental Lease Agreement, is hereby confirmed by the Authority and the County.

Section 5.2 Binding Effect. The Original Lease Agreement, as supplemented by this First Supplemental Lease Agreement, shall inure to the benefit of, and shall be binding upon, the Authority, the County, the Trustee and their respective successors and assigns.

Section 5.3 Confirmation of Demise; Request for Issuance of Series 2021 Warrants. The County hereby confirms the demise made pursuant to the Original Lease Agreement, as supplemented by

this First Supplemental Lease Agreement, of all property constituting a portion of the Facility. This First Supplemental Lease Agreement shall constitute the written request of the County to the Authority for issuance by the Authority of the Series 2021 Warrants.

Section 5.4 Severability. In the event any provision of the Original Lease Agreement, as supplemented by this First Supplemental Lease Agreement, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

IN WITNESS WHEREOF, the Authority and the County have caused this First Supplemental Lease Agreement to be executed in their respective corporate names, have caused their respective corporate seals to be hereunto affixed, and have caused this First Supplemental Lease Agreement to be attested, all by their duly authorized officers, in counterparts, each of which shall be deemed an original, and have caused this First Supplemental Lease Agreement to be dated July 27, 2021.

THE PUBLIC BUILDING AUTHORITY OF
BALDWIN COUNTY

[S E A L]

By _____
Chairman of its Board of Directors

Attest:

Its Secretary

BALDWIN COUNTY, ALABAMA

[S E A L]

By _____
Its Chairman

Attest:

Its County Administrator

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

I, the undersigned Notary Public in and for said county in said state, hereby certify that _____, whose name as Chairman of the Board of Directors of THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY, ALABAMA, a public corporation under the laws of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

GIVEN under my hand and official seal of office, this ____ day of _____, 2021.

Notary Public

[NOTARIAL SEAL]

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

I, the undersigned Notary Public in and for said county in said state, hereby certify that _____, whose name as Chairman of the BALDWIN COUNTY, ALABAMA, a political subdivision under the laws of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal of office, this ____ day of _____, 2021.

Notary Public

[NOTARIAL SEAL]

EXHIBIT A

COUNTY GOVERNMENT BOND FINANCING REVIEW FORM

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. The County Commission has considered whether it can satisfy its financial obligations for the life of the bonds.	<u>X</u>	—	—
2. In the case of limited obligation indebtedness, the County Commission has identified the source for the debt service payments for the life of the bonds.	—	—	<u>X</u>
3. In the case of general obligation indebtedness, the County Commission has indicated that the full faith and credit of the County has been pledged for the debt service payments for the life of the bonds.	—	—	<u>X</u>
4. The County Commission has considered the period of usefulness of the improvement or property for which the bonds are to be issued in light of the duration of the term of the bonds under the bond financing agreement.	<u>X</u>	—	—
5. The County Commission acknowledges that bond proceeds shall not be used for general operating expenses of the County.	<u>X</u>	—	—
6. The County Commission has received from the bond underwriter, bond counsel, issuer's counsel, trustee, and any others associated with the issuance of bonds an itemized listing of their respective fees and all other costs which shall not be subject to change prior to the sale or issuance of bonds.	<u>X</u>	—	—
7. The County Commission has received from the bond underwriter a clear and understandable written proposal explaining all details of the proposed bond issue, its repayment schedule, and any external factors which could affect the total cost to the County if it issues the bonds.	<u>X</u>	—	—
8. The County Commission has considered the effect, if any, that the bonds will have on the County's constitutional debt limit.	—	—	<u>X</u>
9. The County Commission has received from the bond underwriter information demonstrating that the estimated interest rate on the bonds is reasonable and, that if information regarding similar recent issuances is available, the interest rates are comparable with other similar issuances based on current bond market conditions on the date of the execution of the bond financing agreement.	<u>X</u>	—	—

Complete the following section if the proceeds of the proposed bonds are to be used in whole or in part for the purpose of refinancing or refunding outstanding bonds:

10. The County Commission understands how the issuance of refunding bonds may extend the County's initial debt repayment period and the total cost paid by the County by the end of the refunding period. X
11. The County Commission has considered whether the refunding bonds will create net present value savings for the County, including the costs of refinancing. X

Complete the following section in connection with a swap agreement:

12. The County Commission has complied with paragraph a. of subdivision (2) of Section 41-1-42, ***Code of Alabama 1975***. X
13. The County Commission has reviewed or ***had*** explained by the adviser selected all documentation provided pertaining to the swap agreement. X
14. The County Commission has designated an employee or official who will have primary responsibility for the consideration, execution, and monitoring of interest rate swaps and financial hedges entered into by the County. X
- Name of Employee/Official _____
15. The County Commission has determined whether the County's obligations under the swap agreement constitute a general obligation indebtedness of the County and whether the source of payment is sufficient. X
16. The County Commission has sought and received specific information disclosing the potential risks inherent in the swap agreement including those risks commonly referred to in the derivatives industry as "basis risk," "tax risk," "interest rate risk," "counterparty risk," "termination risk," "market-access risk," "rollover or anticipation risk," and "credit risk." X

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that all above items have been considered by the County Commission, and that the County Commission has voted to enter into the bond financing agreement or swap agreement by an affirmative vote of a majority of the members of the County Commission.

Signature _____

Printed Name _____ Joe Davis, Chairman

Title _____ Chairman

Date of Issuance of Bonds or Swap Agreement _____ July 27, 2021

In preparing this form, the County Commission shall consult with and obtain advice from either an attorney for the County, the County Administrator, or, at the option of the County Commission, a certified public accountant (CPA) regarding any and all bond or swap proposals received by the County. The person or persons utilized by the County Commission for advice and consultation shall review all documents to be included at the execution of the bond financing agreement or swap agreement.

I, the adviser/consultant utilized by the County Commission, do hereby acknowledge that I have reviewed all documents to be included at the execution of the bond financing agreement or swap agreement.

Signature _____

Printed Name _____ Reid Cavnar

Title _____ Financial Advisor to the County

Company Name _____ Stifel, Nicolaus & Company, Incorporated

A copy of this form shall be submitted to the State of Alabama, Department of Examiners of Public Accounts within 10 business days of the issuance of the bonds or swap agreement. This form shall be kept on file at the Office of Examiners of Public Accounts and shall be available for public inspection for a period of seven years.

***Mailing Address: State of Alabama
Department of Examiners of
Public Accounts
P.O. Box 302251
Montgomery, AL 36130-2251***

Detailed Itemization of Costs and Fees

In accordance with Act Number 2009-757, Acts of Alabama, the following detailed itemization of costs and fees and acknowledgments shall be included with the bond financing agreement documents of any County Commission in the State of Alabama.

Costs and Fees which will be paid directly by the County Commission

Expense/Payee	Amount

Costs and Fees which will be paid directly from bond proceeds

Expense/Payee	Amount
Underwriter – The Frazer Lanier Co. Inc.	
Financial Advisor – Stifel Nicolaus	
Bond Counsel – Bradley Arant LLP	
Rating Agency – S&P	
Rating Agency – Moody's	
Trustee – Regions Bank	
Closing (DTC, printing)	
Miscellaneous (travel, postage, etc.)	

Detailed Itemization of Costs and Fees (continued)

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Commission

Signature _____

Printed Name _____ Joe Davis _____

Title/County _____ Chairman/Baldwin County _____

Date of Issuance of Bonds _____ July 27, 2021 _____

I, the authorized signatory for the bond underwriter, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Bond Underwriter:

Signature _____

Printed Name _____ Robert H. Young, Jr. _____

Title/Company _____ President, The Frazer Lanier Company Incorporated _____

Swap Agreement – Statement from Authorized Signatory

In accordance with Act Number 2009-757, Acts of Alabama, the following acknowledgment from the authorized signatory for the bond underwriter or authorized signatory of the provider of the swap agreement shall be included with documentation necessary to effectuate a swap agreement with any County Commission in the State of Alabama.

In connection with the swap agreement being entered into by
_____ (County Commission) on
_____ (Date of Issuance), I/We do hereby acknowledge the following:

- | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|---|------------|-----------|--------------|
| 1. I/We have provided the County Commission with a disclosure of the potential risks inherent in the swap agreement. | _____ | _____ | <u> X </u> |
| 2. I/We have disclosed all fees associated with the swap agreement to the County Commission. | _____ | _____ | <u> X </u> |
| 3. I/We have provided the County Commission with documentation necessary to effectuate the swap agreement including master agreements, schedules, credit support annexes, confirmations, legal opinions, fairness opinions, and any other information necessary to comply with subdivisions (3) and (5) of subsection (c) of Section 3 of Act Number 2009-757, <i>Acts of Alabama</i> . | _____ | _____ | <u> X </u> |

Bond Underwriter/Swap Agreement Provider:

Signature _____ n/a

Printed Name _____ n/a

Title _____ n/a

Company Name _____ n/a

OFFICIAL STATEMENT

New Issue – Book-Entry Only

Ratings: S&P: AA
Moody's: Aa2

In the opinion of Bradley Arant Boult Cummings LLP, Bond Counsel to the Building Authority, under existing law, interest on the Series 2021 Warrants will be excluded from gross income for federal income tax purposes if the County and the Building Authority comply with all requirements of the Internal Revenue Code that must be satisfied subsequent to the issuance of the Series 2021 Warrants in order that interest thereon be and remain excluded from gross income. Bond Counsel is also of the opinion that, under existing law, interest on the Series 2021 Warrants will be exempt from present State of Alabama income taxation. See "TAX MATTERS" herein for further information and certain other federal tax consequences arising with respect to the Series 2021 Warrants.

\$19,735,000

THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY (ALABAMA) **BUILDING REVENUE WARRANTS** **SERIES 2021 (JAIL PROJECT)**

Dated: the date of delivery

Due: March 1, as shown below

<u>Year</u>	<u>Principal Maturing</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Year</u>	<u>Principal Maturing</u>	<u>Interest Rate</u>	<u>Yield</u>
2022	\$425,000	3.000%	0.240%	2032	\$710,000	4.000%	1.400%
2023	505,000	3.000	0.320	2033	740,000	4.000	1.440
2024	520,000	3.000	0.430	2034	770,000	4.000	1.490
2025	535,000	4.000	0.590	2035	800,000	4.000	1.530
2026	560,000	4.000	0.720	2036	835,000	4.000	1.560
2027	580,000	4.000	0.870	2037	870,000	4.000	1.590
2028	605,000	4.000	1.030	2038	905,000	4.000	1.620
2029	630,000	4.000	1.170	2039	940,000	4.000	1.640
2030	655,000	4.000	1.270	2040	980,000	4.000	1.670
2031	685,000	4.000	1.340	2041	1,020,000	4.000	1.700

\$5,465,000 2.000% Term Warrants Due March 1, 2046 Priced to Yield 2.180%

Interest on the Series 2021 Warrants is payable on March 1 and September 1 of each year, first interest payable on March 1, 2022. The Series 2021 Warrants will be issued as fully registered Warrants in the denominations of \$5,000 and any integral multiple thereof. Principal of and any premium on the Series 2021 Warrants will be payable at the designated corporate trust office of Regions Bank, as Trustee, in Birmingham, Alabama (the "Trustee"). The Series 2021 Warrants are subject to optional and mandatory redemption prior to maturity as described herein.

The Series 2021 Warrants are special, limited obligations of the Building Authority payable, on a parity of lien with the Building Authority's Series 2020 Warrants, solely from, and secured by a pledge of, the revenues and receipts derived by the Building Authority from the year-to-year leasing of the jail facility heretofore partially constructed by the Building Authority with the proceeds of the Series 2020 Warrants and to be completed with the proceeds of the Series 2021 Warrants. The Series 2021 Warrants will not constitute an indebtedness of the State of Alabama or the County, except as provided in the Lease Agreement hereinafter described, or give rise to a pecuniary liability or charge against the general credit or taxing powers of the State of Alabama or the County. The Building Authority has no taxing power and no source of payment of the principal of and premium (if any) and interest on the Series 2021 Warrants other than revenues derived from or with respect to the leasing of the county jail facility described herein to the County. See "SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2021 WARRANTS." An investment in the Series 2021 Warrants involves certain risks. See "WARRANTHOLDER RISKS."

The Series 2021 Warrants are offered when, as and if issued and received by the Underwriter, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of validity thereof by Bradley Arant Boult Cummings LLP, Bond Counsel, and certain other conditions. Delivery is expected through the Depository Trust Company on or about July 27, 2021.

THE FRAZER LANIER COMPANY
INCORPORATED

July 13, 2021

THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY

Board of Directors

Locke W. Williams, President
Donna Givens, Vice-President
Harry B. Archer, Secretary-Treasurer

County Commission

Joe Davis III, Chairman
Billie Jo Underwood
Charles F. "Skip" Gruber
James E. Ball

County Administrator

Wayne A. Dyess

Clerk/Treasurer

Adria Cian Harrison

Budget Director

Ronald J. Cink

County Attorney

Stone Crosby, P.C.
Bay Minette, Alabama

FINANCIAL ADVISOR

Stifel, Nicolaus & Company, Incorporated
Montgomery, Alabama

BOND COUNSEL

Bradley Arant Boult Cummings LLP
Birmingham, Alabama

UNDERWRITER

The Frazer Lanier Company Incorporated
Montgomery, Alabama

TRUSTEE

Regions Bank
Birmingham, Alabama

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING OF THE SERIES 2021 WARRANTS MADE HEREBY AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY, THE UNDERWRITER, OR BALDWIN COUNTY. NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE MATTERS DESCRIBED HEREIN SINCE THE DATE HEREOF. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED, OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM BALDWIN COUNTY AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS OR TO BE CONSTRUED AS A REPRESENTATION BY, THE UNDERWRITER.

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Appendix A Proposed Form of Bond Counsel's Opinion

Appendix B 2019 Audited Financial Statement

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INTRODUCTION

This Official Statement, including the cover page and the appendices hereto, is furnished by The Public Building Authority of Baldwin County, a public corporation under the laws of the State of Alabama (the "Building Authority"), in order to provide certain information in connection with the sale of its \$19,735,000 principal amount of Building Revenue Warrants, Series 2021 (Jail Project), dated the date of delivery (the "Series 2021 Warrants").

The Series 2021 Warrants will be issued under a Mortgage Indenture and Deed of Trust dated as of March 5, 2020 between the Building Authority and Regions Bank (the "Trustee"), as supplemented by a First Supplemental Mortgage Indenture and Deed of Trust dated as of July 27, 2021 (collectively the "Indenture"). The Series 2021 Warrants are being issued in order to provide funds to (1) complete the acquisition, construction, building and equipping of a new public jail facility in the County (the "Building" or the "Facility"), initially begun with the proceeds of the Building Authority's Building Revenue Warrants, Series 2020 (Jail Project), dated March 5, 2020 (the "Series 2020 Warrants") and to be completed with the proceeds of the Series 2021 Warrants, and (2) pay issuance expenses.

In conjunction with the issuance of the Series 2021 Warrants, the Building Authority will lease the Building to Baldwin County (the "County") pursuant to a Lease Agreement dated as of March 5, 2020, as supplemented by a First Supplemental Lease Agreement dated as of July 27, 2021 (collectively the "Lease"). In the Lease, the County has agreed with the Building Authority that no federal prisoners may be held in the Building, and that any federal prisoners housed by the County will be held at jail facilities other than the Building.

The Series 2021 Warrants will be special, limited obligations of the Building Authority payable, on a parity of lien with the Building Authority's Series 2020 Warrants, solely from, and secured by a pledge of, the revenues and receipts derived by the Building Authority from the year-to-year leasing of the jail facility heretofore partially constructed by the Building Authority with the proceeds of the Series 2020 Warrants and to be completed with the proceeds of the Series 2021 Warrants.

Pursuant to Chapter 15 of Title 11 of the CODE OF ALABAMA 1975, as amended, it is an essential governmental function of the County to secure and supply reasonable and adequate building, office and storage space for its jails and the rentals payable by the County for such purpose are and shall constitute necessary governmental operating expenses of the County. The Building, which will consist of the jail facility to be constructed with the proceeds of the Series 2021 Warrants, qualifies as an essential governmental operation. Chapter 15 further provides that should any space available for rent in the Building leased to the County become vacant, then until such time as all such vacant space in the Building shall have been filled, neither the County nor any office, department or agency thereof shall thereafter enter into any lease or rental agreement for other space in or about the County suitable for use for the same purposes for which the vacant space is available.

SPECIAL QUALIFICATIONS

So far as any statements are made in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, they are set forth as such, made in good faith and not as representations of fact, and no representation is made that any such estimates will be realized.

The information contained in this Official Statement does not purport to be comprehensive or definitive. All references to the Constitution and laws of the State of Alabama and to summaries of the Series 2021 Warrants, the Indenture, the Lease, contracts, documents, or official acts are qualified by the exact terms

of such Constitution, laws, the Series 2021 Warrants, the Indenture, the Lease, contracts, documents or official acts, each being an item of public record.

Neither this Official Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the registered owners of the Series 2021 Warrants.

THE BUILDING AUTHORITY

The Building Authority is a public corporation and instrumentality of the State of Alabama incorporated on November 22, 2006 pursuant to the provisions of Chapter 15 of Title 11 of the Code of Alabama 1975 (the "Law") and Resolution No. 2007-32 adopted by the governing body of the County on November 21, 2006. The Building Authority is empowered, among other things, to lease or operate its properties, to issue interest-bearing revenue warrants, to grant to the County the power to rent said properties on a year-to-year basis and to pledge revenues received from such leasing.

All powers of the Building Authority are vested in a Board of Directors, consisting of three members elected by the governing body of the County for staggered terms. Each director must be a duly qualified resident of the County, but no director may be an officer of the State of Alabama, the County or any incorporated municipality.

SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2021 WARRANTS

An investment in the Series 2021 Warrants involves certain risks. *See* "WARRANTHOLDER RISKS."

The Series 2021 Warrants will not be general obligations of the Building Authority and will not constitute general obligation debt, liability or obligation of the State of Alabama, the County, or any other political subdivision of the State. No holder of any of the Series 2021 Warrants shall have the right to compel any exercise of the taxing power of the State of Alabama, the County, or any other political subdivision to pay the Series 2021 Warrants or any interest thereon, except as provided in the Lease. The Series 2021 Warrants are special, limited obligations of the Building Authority payable, on a parity of lien with the Series 2020 Warrants, solely from, and secured by a pledge of, the revenues and receipts derived by the Building Authority from the year-to-year leasing of the jail facility heretofore partially constructed in the County with the proceeds of the Series 2020 Warrants and to be completed with the proceeds of the Series 2021 Warrants. Neither the principal of nor the interest on the Series 2021 Warrants, nor the agreements described herein or in the Indenture shall ever constitute a personal or pecuniary liability of or charge against the general credit of the Building Authority or the County.

The Building Authority has leased the Building to the County under the Lease for a term not longer than the current fiscal year of the County. The Lease contains a grant to the County of successive options to renew the Lease annually until the Series 2021 Warrants are paid, and those options to renew the terms of the Lease will be automatically exercised unless the County should affirmatively declare not to exercise each such option. There is no obligation on the County to renew the Lease beyond the fiscal year ending September 30, 2021.

The real property upon which the Building is and will be constructed has been conveyed from the County to the Building Authority. Under the provisions of the Indenture, the Series 2021 Warrants will be secured by a non-foreclosable mortgage lien on the Building, by an assignment of the rights of the Building Authority under the Lease and by a pledge of revenues and receipts derived by the Building Authority from

the leasing of the Building. The mortgage of the Building contained in the Indenture will not be subject to foreclosure.

Pursuant to the provisions of the Indenture, the Building Authority will be required to make deposits from the rent received from the lease of the Building (i) into the Series 2021 Warrant Fund established under the Indenture and (ii) for the payment of the Trustee's fees and expenses. Pursuant to the provisions of the Indenture, the Building Authority will, for the benefit of the holders of the Series 2021 Warrants and to secure payment of the principal thereof and the interest and premium (if any) thereof, mortgage, assign and pledge to the Trustee, subject to the "Permitted Encumbrances" as defined in the Indenture, the following properties, rights and interests:

- (a) the Building Site hereinafter defined;
- (b) the Building hereinafter defined and all other buildings and improvements now or hereafter constructed or situated on the Building Site;
- (c) the Building Equipment hereinafter defined, including those items thereof that are generally described in the Lease and the Indenture and all other items of equipment, furniture or fixtures that under the provisions of said documents are to constitute part of the Building Equipment;
- (d) all rents, revenues, issues, earnings and income derived by the Building Authority from the Building; and
- (e) all right, title and interest of the Building Authority in and to the Lease.

The Indenture will not be subject to foreclosure.

The Indenture will not provide for a reserve fund for the payment of the Series 2021 Warrants.

In the event the County fails to exercise its successive options to annually renew the Lease, the Building Authority will have no funds with which to pay the principal of or interest and premium (if any) on the Series 2021 Warrants except such funds as may be derived from the leasing of the Building.

THE SERIES 2021 WARRANTS

The Series 2021 Warrants will be issued in the aggregate principal amount of \$19,735,000, will be dated the date of delivery, will bear interest (payable on each March 1 and September 1) at the rates set forth on the cover page hereof, first payable on March 1, 2022, and will mature with respect to principal on March 1 in the years and in the principal amounts set forth on said cover page. Interest on the Series 2021 Warrants will be computed on the basis of a 360-day year of twelve (12) consecutive thirty (30) day months. The Series 2021 Warrants will be subject to redemption as herein described under "Redemption Provisions." The Series 2021 Warrants will be issued as fully registered Warrants, registered as to both principal and interest, in the denomination of \$5,000 each or any integral multiple thereof. The principal of and premium (if any) on the Series 2021 Warrants will be payable at the designated corporate trust office of the Trustee. The interest on the Series 2021 Warrants will be remitted by the Trustee in accordance with the requirements of the Book-Entry System. If such system is not in effect, then interest shall be payable by the Trustee by draft or check mailed to the registered owner as such registered owner's name and address shall appear on the registry books of the Trustee. Payment of interest on the Series 2021 Warrants shall be deemed timely made if mailed to the registered owner on the interest payment date with respect to which such payment is made or if such interest

payment date is not a business day, then on the first business day following such interest payment date. The principal of and the interest and premium (if any) on the Series 2021 Warrants will be payable in lawful money of the United States of America.

Optional Redemption

Those of the Series 2021 Warrants maturing on March 1, 2032 and thereafter will be subject to redemption, at the option of the Building Authority (which option shall be exercisable upon direction of the County if the Lease is still in effect and no default exists thereunder) as a whole or in part (but if in part only in installments of \$5,000 or any integral multiple thereof and in such order and amount of their maturities as the Building Authority shall determine, and if less than all the Series 2021 Warrants of a single maturity are to be redeemed, those to be called for redemption shall be selected in such manner as determined by the Securities Depository) on March 1, 2031 or on any date thereafter, such redemption, whether in whole or in part, to be at and for a redemption price equal to the principal amount (or portion thereof) to be redeemed plus accrued interest thereon to the redemption date, without premium or penalty.

Mandatory Redemption

The Series 2021 Warrants with a stated maturity on March 1, 2046 (the "2046 Term Warrants") are required to be redeemed on March 1, 2042 and on each March 1 thereafter in the following principal amounts (with those to be redeemed to be selected by the Trustee) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without any premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
2042	\$1,050,000
2043	1,070,000
2044	1,095,000
2045	1,115,000

The remainder of the 2046 Term Warrants in principal amount of \$1,135,000 will mature on March 1, 2046.

Extraordinary Redemption

The Series 2021 Warrants will be subject to redemption to the extent of moneys on deposit with the Trustee for such purpose at any time, at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, in the event that (a) the Building, or any parts thereof, is damaged or destroyed to such extent that in the opinion of the County, (i) the Building cannot reasonably be substantially restored to the condition thereof immediately preceding such damage or destruction within a period of six (6) consecutive months, (ii) the County will thereby be prevented, or is likely to be thereby prevented, from using the Building for a period of not less than six (6) consecutive months, or (iii) the cost of restoration thereof would exceed by more than \$10,000 the sum of the Net Insurance Proceeds referable to such damage or destruction, or (b) title to, or the temporary use of, any part of the Building is taken under the exercise of the power of eminent domain by any governmental authority or person, firm or corporation acting under governmental authority and such taking or takings result (or, in the opinion of the County are likely to result) in the County being thereby prevented from using the Building for a period of not less than six (6) consecutive months, or (c) as a result of any changes in the Constitution of the State of Alabama or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal), entered after the contest thereof by the County in good faith, the Lease becomes void or unenforceable or

impossible of performance in accordance with the intent and purposes of the parties as expressed to herein or unreasonable burdens or excessive liabilities are imposed on the Building Authority or the County.

The Series 2021 Warrants will also be subject to redemption in the event of default or non-renewal of the Lease by the County. If called for redemption in such event, the Warrants shall be subject to redemption by the Building Authority from all available moneys (including all moneys in any fund or account held under the Indenture) on any date in whole or in part in installments of \$5,000 or any integral multiple thereof and in such order and amount of their maturities as the Building Authority shall direct provided that if less than all the Warrants of a single maturity are to be redeemed, those to be called for redemption shall be selected by the Trustee by lot), at a redemption price for each Warrant redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty. It is unlikely that the Building Authority will have sufficient moneys to redeem any significant portion of the Series 2021 Warrants in such an event.

Notice of Redemption of Series 2021 Warrants

If less than all of the Series 2021 Warrants are to be optionally redeemed during a period in which the Book-Entry System is in effect for the Warrants, the Building Authority (at the direction of the County) shall designate the order and amount of maturities of the Series 2021 Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date. In accordance with the Letter of Representation, the Securities Depository may determine the amount of the interest of each Direct Participant in those of such Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate. If less than all of the Series 2021 Warrants at the time outstanding are redeemed during a period in which the Book-Entry System is not in effect for the Warrants, any redemption shall be in such order and amount of maturities as the Building Authority (at the direction of the County) shall determine in its sole discretion. In the event that less than all of the principal of the Series 2021 Warrants is to be redeemed, the Trustee shall assign a number to each \$5,000 principal portion of all the Series 2021 Warrants and shall, by process of random selection based upon such numbers, select the principal portion of Series 2021 Warrants to be redeemed. Prior notice of such redemption shall be given by registered or certified mail to the Holder of each Warrant, all or a portion of which is to be redeemed, not more than sixty (60) days or less than thirty (30) days prior to the proposed redemption date.

USE OF PROCEEDS

The Building Authority expects that the proceeds from the sale of the Series 2021 Warrants will be applied substantially as follows:

Sources

Principal	\$19,735,000.00
Net Original Issue Premium	<u>2,519,351.75</u>
Total	<u>\$22,254,351.75</u>

Uses

Series 2021 Improvements	\$22,000,000.00
Issuance Expenses (including Underwriter's Discount)	<u>254,351.75</u>

Total

\$22,254,351.75

DEBT SERVICE REQUIREMENTS

The debt service requirements on the Series 2021 Warrants and the Series 2020 Warrants are as follows:

County's Other Debts

The County's other direct long-term obligations are set forth in Appendix C under "Long-Term Indebtedness on page 5 of Appendix C."

WARRANTHOLDERS' RISKS

In making a decision whether to purchase the Series 2021 Warrants, potential investors should consider certain risks and investment considerations which could affect the ability of the Building Authority and the County to pay debt service on the Series 2021 Warrants in a timely manner and which could affect the marketability of or the market price for the Series 2021 Warrants. These risks and investment considerations are discussed throughout this Official Statement. The discussion herein is not intended to be a comprehensive or exhaustive compilation of all possible risks and investment considerations nor a substitute for an independent evaluation of the information presented in this Official Statement. Each prospective investor of Series 2021 Warrants should read this Official Statement in its entirety, including the appendices hereto, carefully, and should consult such prospective investor's own investment and/or legal advisor for a more complete explanation of the matters that should be considered when evaluating an investment such as the Series 2021 Warrants. Each prospective investor should carefully examine his, her, or its own financial condition in order to make a judgment as to his, her, or its ability to bear the risk of an investment in the Series 2021 Warrants.

There can be no assurance that the County's current revenues in any fiscal year while the Lease is effective will be adequate to pay the principal of and interest on the Series 2021 Warrants through its lease payments under the Lease Agreement when due for the following, among other, reasons:

- (a) The ability of the Building Authority to make debt service payments on the Series 2021 Warrants is dependent upon the County making payments to the Building Authority pursuant to the Lease. If the County defaults in its obligation to make lease payments, the Building Authority will have no funds with which to pay the principal of and interest on the Series 2021 Warrants.
- (b) There may be no assurance that the County will exercise its options to annually renew the Lease. The County is not legally obligated to renew the Lease beyond the fiscal year ending September 30, 2021. If the County elects not to renew the Lease, the Building Authority will not have sufficient funds with which to pay principal of and interest on the Series 2021 Warrants.
- (c) If the County fails to make lease payments for whatever reason, it is highly unlikely that the Building Authority will be able to find either another tenant or another use for the Building.
- (d) The General Fund of the County depends, to a significant degree, on ad valorem tax collections. In the past, the system of ad valorem taxation in Alabama has been under revision by

constitutional amendments, legislation and court orders relating to the reappraisal of taxable property, reclassification of taxable property, variation of assessment ratios, and limitations on the expected increase in ad valorem taxes resulting from reappraisal and proposals respecting current use valuations. Because of additional revisions that may be made to the system of ad valorem taxation in Alabama, the County cannot predict what effect said past or future revisions may have on the future collections of ad valorem taxes in the County.

(e) There can be no assurance that the total assessed value of taxable property in the County will remain at its present level. Adverse trends in the economy of the County could adversely affect property values and retail sales and the collection of ad valorem and sales tax revenues.

(f) The County's coastal location, sub-tropical climate and low elevation make extreme weather events such as hurricanes, tropical storms, tropical depressions, and the related damages caused thereby including storm surge, wind damage, flood damage, and property damage, which may all occur immediately or even some time thereafter, virtual certainties. The County is also extremely susceptible to other natural disasters including tornados, heavy rain, and flooding at all times of year. There are no assurances that the County will be able to restore all or any of its public services in the event of a major event, or that residents will stay in the area following a major event.

(g) The County depends heavily on the tourist-oriented coastal cities of Gulf Shores, Orange Beach and Fairhope to generate sales and use taxes and ad valorem taxes. Hurricanes Ivan, Dennis and Katrina severely damaged these and other cities and negatively impacted the County's tax revenues. Though the area has recovered from the hurricanes, future damage to the County and these cities from the next storm or storms, which are virtually certain to occur prior to the maturity of the Series 2021 Warrants, could negatively and adversely affect the County's financial condition. Additionally, oil spills or other natural disasters and man-made disasters that adversely impact the use of the beaches or fishing in the Gulf of Mexico will negatively impact the County's financial condition, as was experienced following the April, 2010 BP oil spill. The County is vulnerable to other natural and man-made disasters in addition to hurricanes and oil spills.

(h) The severity of recent hurricanes has prompted speculation that the federal government and private insurance companies may permanently terminate existing property insurance at any time and no longer offer property insurance within the County. In fact, a number of private insurance carriers have already withdrawn from the State of Alabama entirely. The withdrawal of property insurance could mean, following the next storm, that (1) the County, including existing residences and private businesses may not ever be rebuilt to its pre-storm condition, (2) displaced residents or businesses may not ever return to the County, (3) tax revenue may not ever return to present levels or (4) the federal government may not provide, as it did after Hurricanes Ivan, Dennis and Katrina funds necessary to rebuild the County. There are no assurances, commitments or guarantees that the County will ever receive any private, public, state, federal or other emergency funds for repairs, replacements or service restoration. Any of the foregoing events or consequences would negatively and adversely affect the County's financial condition.

(i) The County, like many entities and public bodies, is vulnerable and increasingly subject to cyberattack crimes. While many people are aware of this risk, entities with multiple network users are by definition impossible to fully protect. It is possible that the County will be attacked and have little or no ability recover its information, if at all, without substantial financial cost.

(j) The Indenture will not be subject to foreclosure.

(k) The Indenture will not provide for a reserve fund for the payment of the Series 2021 Warrants.

(l) As has been widely reported, the worldwide 2019-2020 coronavirus pandemic ("Covid-19") is presently ongoing in the United States and in many other areas of the world. Indirect effects of the pandemic – such as the nationwide economic slowdown, the volatility in the financial market, various business closures and quarantining or "shelter in place" initiatives enacted in an effort to combat the spread of the virus – could have a material adverse impact on Baldwin County and its local economy. Because of timing issues, certain economic and demographic information pertaining to the service area of the County and the surrounding area may not reflect or fully reflect the effects of Covid-19 on income and employment levels. The County cannot at this time predict whether or to what extent Covid-19 will affect the County and its economy. Because the County is a popular tourist destination, the County believes that it is especially vulnerable to local outbreaks or being considered a “hot spot” if a sudden increase in cases occurred. *See also* Note 16, Page 68 to the attached financial statement (“Subsequent Events”).

SUMMARY OF DOCUMENTS

The following portion of this Official Statement contains summaries of certain provisions of the Lease and the Indenture. Such summaries do not purport to be complete descriptions and contain only brief outlines of the terms and provisions of such documents. The summaries are qualified in their entirety by reference to such documents, all of which will be available for inspection at the offices of the Trustee and the offices of the Baldwin County Commission.

THE LEASE

The following, in addition to information herein contained under the headings "INTRODUCTION," "SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2021 WARRANTS" and "THE SERIES 2021 WARRANTS," summarizes certain provisions of the Lease.

Duration of Term

The initial term of the Lease began with the delivery of the Series 2021 Warrants and will continue until and including September 30, 2021, the last day of the current fiscal year of the County; however, the Lease shall contain a grant to the County of successive options to renew the Lease annually on the terms specified therein for subsequent fiscal years of the County until all Series 2021 Warrants issued under the Indenture have been fully paid as therein provided. The Lease will provide that each option of renewing the Lease shall be deemed exercised on the first day of each fiscal year of the County, unless the County shall notify the Building Authority in writing no later than September 1st of the then current fiscal year that the County will not exercise its option to renew the Lease for the next succeeding fiscal year.

Rental Provisions

The Lease will obligate the County to pay to the Trustee, for the account of the Building Authority, on the 15th day of each month during the term of the Lease (including any renewal terms), such installments of rent (herein called "Basic Rent"), sufficient to pay (i) one-sixth of the interest coming due with respect to the Series 2021 Warrants on the next succeeding interest payment date during such fiscal year and (ii) one-twelfth of the principal (if any) of the Series 2021 Warrants maturing or subject to mandatory redemption on the next succeeding March 1 during such fiscal year. The Lease will also obligate the County to pay (i) the Trustee's fees and charges for services performed under the Indenture, together with all advances made or expenses incurred by it in connection with the performance of such services during each such fiscal year, (ii)

certain payments under environmental covenants, and (iii) expenses, taxes, fees, insurance premiums, rebate payments and costs associated with the Building.

The Lease will obligate the County to pay to the Trustee from the account of the Building Authority, beginning on the first day of each Fiscal Year of the County during the term of the Lease (including any renewal terms) until there shall have been paid into the Series 2021 Warrant Fund in each Fiscal Year an amount that will be equal to the interest maturing with respect to the Series 2021 Warrants on the then next succeeding interest payment date, plus the principal of the Series 2021 Warrants maturing or required by the terms of the Indenture to be redeemed, on the next succeeding March 1.

Operation, Maintenance and Modification of the Building

The Lease will require the County, at its own expense, to keep the Building in reasonably safe condition and to keep the Building and the Building Equipment in good repair and condition, reasonable wear and tear excepted, making from time to time all necessary repairs thereto. Neither the Building Authority nor the County will be obligated by the Lease to renew, repair or replace any of the Building Equipment that, as a result of reasonable wear and tear or other causes, becomes worn out, obsolete, inadequate or unsuitable in the use of the Building by the County. The Lease will permit the County, at its own expense, to make any additions, alterations, improvements or modifications to the Building that it may deem desirable for its purposes and that do not significantly impair the value or utility of the Building or change its respective character to such extent that it no longer constitutes a "project" within the meaning of Chapter 15 of Title 11 of the Code of Alabama 1975. All such additions, alterations, improvements and modifications made by the County will, under the terms of the Lease, become a part of the Building.

Insurance

The Lease will require the County to obtain insurance for fire and extended casualty insurance in an amount not less than the replacement cost of the Building and comprehensive public liability insurance for injury or death to third parties or damage to their properties as a result of occurrence on or about the Building.

Damage to or Destruction of Building

If the Building or any portion thereof, is damaged or partially destroyed and the County is not entitled to exercise its right to cause the Building Authority to redeem the Series 2021 Warrants or, if being entitled to, does not so elect, the Lease requires that the insurance proceeds be applied for the repair, replacement or restoration of the property damaged or destroyed. The Lease will obligate the County to pay any costs of repairing, replacing or restoring any property damaged or destroyed that are in excess of the insurance proceeds available therefor, and any insurance proceeds intended to be used for the payment of the costs of such repair, replacement or restoration but not needed therefor shall be deposited into the Series 2021 Warrant Fund. No assurance may be given that the County will have any funds available to complete the repair, replacement or restoration of the Building if the insurance proceeds are not adequate.

Condemnation of Building

In the event that the Building or any part thereof is taken through the exercise of the power of eminent domain, the Lease will require the entire condemnation award to be paid to the Trustee. If the Building or portions thereof are taken so that the County is entitled to exercise an option to purchase the Building, the Trustee will be required to apply the condemnation award first to the earliest practicable retirement of the Series 2021 Warrants, and the County will be required to pay to the Trustee, as additional Basic Rent, any amount in excess of the condemnation award necessary to retire all the Series 2021 Warrants then outstanding under the Indenture, including principal, premium (if any), interest to maturity or earliest practicable

redemption date, and the expenses of redemption. If, on the other hand, less than substantially all the Building or portions thereof are taken and the County is not entitled to exercise its option to purchase, the Lease will provide (i) that all obligations of the County which are still capable of performance (including the provisions thereof requiring the payment of rent) shall continue in full force and effect and (ii) that the Trustee will, in accordance with the directions of the County, cause such condemnation award to be applied for the repair, replacement, restoration or rearrangement of any part of the Building adversely affected by such taking, or for the acquisition of additional property which shall constitute part of the Building subject to the demise of the Lease and the lien of the Indenture, or for the retirement of the Series 2021 Warrants prior to maturity through the redemption or purchase thereof, or for any combination of such applications. No assurance may be given that the County will have any funds available to complete the repair, replacement or restoration of the Building or to pay any other costs or expenses caused by such condemnation.

Additional Covenants of the County

Use of Building. During the term of the Lease, the County will, in the use of the Building, comply in all material respects with all lawful requirements of all governmental bodies and will not do or permit anything to be done that will impair or contravene any policies of insurance carried with respect to the Building.

If any space in the Building becomes vacant after acquisition of the Building by the Building Authority, then until such time as all vacant space in the Building shall have been utilized, neither the County nor any officer, department or agency thereof shall thereafter enter into any rental agreement, or renew any existing rental agreement for other space in or about Baldwin County, Alabama to be used for the same purpose for which such vacant space in the Building is capable of being used.

Taxes; Assessments and Mechanics' Liens. The County will be obligated by the Lease to pay all taxes, assessments and other governmental charges that may be imposed on the Building, as well as taxes levied upon or with respect to the Building Authority's revenues or receipts from the Building which, if not paid, would become a lien on the Building prior to or on a parity with the lien of the Indenture and which would not constitute a "permitted encumbrance" as defined in the Lease. The County will also be obligated by the Lease to satisfy all mechanics' or other similar liens against the Building which materially endanger the lien of the Indenture and to pay all utility and other similar charges incurred in the operation, use, maintenance and upkeep of the Building.

Covenants With Respect to Use of Series 2021 Warrant Proceeds. In the Lease the County will covenant not to cause or permit the proceeds from the sale of the Series 2021 Warrants to be used in a manner which would cause the interest on such Warrants to lose exemption from Federal income taxation conferred by the applicable provisions of the Internal Revenue Code of 1986, as amended. The Building Authority and the County will also covenant to file, or cause to be filed, with the Internal Revenue Service any statements and reports required by applicable Federal tax laws and regulations to be so filed as a condition of the continued exemption from Federal income taxation of the interest on the Series 2021 Warrants.

Obligations of the County. All rental payments and other payments and obligations payable by the County under the Lease shall be payable solely out of the current revenues of the County for the applicable Fiscal Year or other moneys available to the Building Authority or the Trustee pursuant to the exercise of any of their respective rights under the Lease or the Indenture.

Concerning the Internal Revenue Code. In the Lease the County will covenant not to take any action, or omit to take any action, if as a result of such action, or the omission to take such action, as the case may be, the Series 2021 Warrants would be considered "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder, or to cause the

interest on the Series 2021 Warrants to become includable in gross income for purposes of federal income taxation.

Redemption of Warrants. The Lease will permit the County, at any time and from time to time and to the extent permitted by law, to prepay Basic Rent in an amount sufficient to retire and redeem any or all of the Series 2021 Warrants. Any prepaid Basic Rent referable to the Series 2021 Warrants shall be applied for their redemption at and for the redemption price applicable to the optional redemption thereof. *See "Redemption Provisions - Optional Redemption" under "THE SERIES 2021 WARRANTS."* Any such prepayment of Basic Rent will result in a total or partial abatement of the Basic Rent that would thereafter become due under the Lease had it not been for such prepayment.

Events of Default and Remedies

Any one or more of the following events will constitute an "Event of Default" by the County under the Lease:

(a) failure by the County to pay any installment of Basic Rent or to make any other payment required by the Lease;

(b) failure by the County to perform or observe any of its agreements or covenants contained in the Lease [other than its failure to pay, when due, any payment referred to in the preceding clause (a)], which failure shall have continued for a period of 30 days after written notice of such failure shall have been given to the County by the Building Authority, the Trustee or, unless the Building Authority and the Trustee shall agree in writing to an extension thereof, which agreement shall not be unreasonably withheld if corrective action is instituted by the County promptly upon receipt of the written notice and is diligently pursued until the default is corrected; and

(c) The filing by the County of a voluntary petition in bankruptcy, or failure of the County promptly to lift any execution, garnishment or attachment of such consequences as will impair operations at the Building, the seeking of or consenting to or acquiescing by the County in the appointment of a receiver of all, or substantially all, of the property thereof or of the Building or the adjudication of the County as a bankrupt, or any assignment by the County for the benefit of its creditors.

(d) An event of default under the Indenture.

Whenever any Event of Default shall have occurred and be continuing, the Building Authority and the Trustee (or the Trustee on behalf of the Building Authority), with the written consent of the Insurer, may take any one or more of the following remedial actions: (i) take possession of the Building and rent all or any part thereof for the account of the County for the remainder of the Lease Term, holding the County liable for the balance due under the Lease; (ii) terminate the Lease, take possession of the Building and lease the same for the account of the Building Authority, holding the County liable for all rent and other amount due under the Lease to the date such other lease is made for the account of the Building Authority; (iii) declare all installments of Basic Rent payable for the remainder of the Lease Term immediately due and payable; and (iv) take whatever other actions at law or in equity may appear necessary or desirable to collect the rent then due or to enforce any obligation, covenant or agreement of the County under the Lease.

Amendment of the Lease

Any amendment of the Lease must comply with the applicable provisions of the Indenture.

THE INDENTURE

The following, in addition to the information herein contained under the headings "**INTRODUCTION**," "**THE SERIES 2021 WARRANTS**," and "**THE LEASE**," summarizes certain provisions of the Indenture.

Record Date shall mean the fifteenth (15th) calendar day next preceding any Interest Payment Date.

Series 2021 Warrant Fund

The Indenture creates a special trust fund (the "Series 2021 Warrant Fund") for the purpose of providing for the payment of the principal of and the interest and premium (if any) on the Series 2021 Warrants issued thereunder. The Trustee will be designated as the depository and disbursing agent for the Series 2021 Warrant Fund. The Indenture will require that all installments of Basic Rent payable under the Lease (including prepayments of such Basic Rent) be paid into the Series 2021 Warrant Fund, as such installments are received by the Trustee.

The Trustee will be required by the Indenture to make provision out of the moneys in the Series 2021 Warrant Fund for payment of the principal of and the interest on the Series 2021 Warrants, as the said principal and interest respectively become due, and for the redemption, prior to maturity, of any Series 2021 Warrants required by the provisions of the Indenture to be redeemed. Until all Series 2021 Warrants issued under the Indenture have been fully paid, moneys in the Series 2021 Warrant Fund shall be used solely for the payment of the interest on such Series 2021 Warrants, for the payment of the principal of such Series 2021 Warrants at their stated maturity date and for the redemption of such Series 2021 Warrants under the conditions of redemption and at the redemption prices specified in the Indenture. Whenever the total of the moneys in the Series 2021 Warrant Fund established under the Indenture shall be sufficient to retire and redeem all the Series 2021 Warrants then outstanding, the Building Authority and the Trustee will be required by the Indenture to take all necessary actions to redeem and retire all such outstanding Series 2021 Warrants on the earliest practicable date on which under the terms of the Indenture they may be so redeemed and retired.

The Indenture requires the Trustee to keep all moneys on deposit in the Series 2021 Warrant Fund fully invested to the extent practicable. Moneys on deposit in the Series 2021 Warrant Fund will be required to be invested only in Government Obligations, money market funds registered under the Federal Investment Company Act of 1940 where shares are registered under the Federal Securities Act of 1933 and have a rating by S&P of AAm-G, AAm, or AA-m and if rated by Moody's rated Aa, Aa1 or Aa2, certain mutual funds for which the Trustee serves as an investment manager, or in Eligible Certificates. The Indenture will require investments forming a part of the Series 2021 Warrant Fund to come due at such times and in such amounts as will assure the availability of cash sufficient to pay, when due, required debt service with respect to the Series 2021 Warrants, including any required redemption of such Series 2021 Warrants.

As used in this Official Statement, the terms "Government Obligations" and "Eligible Certificates" shall have the following meanings: "Government Obligations" means securities that are direct obligations of the United States of America or that are unconditionally guaranteed by the United States of America as to the payment of both principal and interest; "Eligible Certificates" means certificates of deposit issued by any bank which is organized under the laws of the United States of America or any state thereof and whose deposits are insured by the Federal Deposit Insurance Corporation or its successor, provided that the portion of any such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation or its successor shall be secured by deposit with a Federal Reserve Bank or with any national or state bank located within the State of Alabama of Government Obligations in an aggregate principal amount at least equal to the amount of such excess. Any certificate of deposit must have a one year or less maturity.

No Reserve Fund

The Indenture will not provide for a reserve fund for the payment of the Series 2021 Warrants.

Non-Foreclosable Mortgage

The Indenture will not provide for the foreclosure of the Building or the Site by the Trustee.

Events of Default and Remedies

An "Event of Default" by the Building Authority under the Indenture will result from (i) the failure by the Building Authority to pay, when due, the principal of and the interest and premium (if any) on any of the Series 2021 Warrants, (ii) an event of default under the Lease, (iii) the failure by the Building Authority to perform any of its obligations under the Indenture if, after 30 days' written notice to it of such failure, it shall not have commenced and be diligently pursuing appropriate corrective action or (iv) any warranty, representation or other statement by or on behalf of the Building Authority in the Lease or the Indenture or in any certificate furnished with respect thereto being false and misleading in any material respect at the time made.

Whenever any Event of Default shall have happened the Trustee, with the prior written consent of the Insurer may, declare the principal of and interest on all Series 2021 Warrants immediately due and payable; subject, however, to the discretionary right of the Trustee, and upon written directions to the Trustee by the Insurer, the duty of the Trustee, to annul such declaration. The Trustee shall also have the right upon the order of a court of competent jurisdiction, to the appointment of a receiver. The Trustee, may in its discretion, with or without declaring the Warrants due and payable, enter thereupon and take possession of the Building and leave the same in the name and as agent of the Building Authority.

The Indenture will not be subject to foreclosure.

Supplemental Indentures

The Indenture will permit the Building Authority and the Trustee, without the consent of or notice to any Warrantholders, to enter into supplemental indentures (which will become a part of the Indenture) for the purpose of adding further covenants and agreements on the part of the Building Authority, curing ambiguities, defects or inconsistent provisions or subjecting additional property and the revenues therefrom to the lien of the Indenture. The Indenture will also permit the Building Authority and the Trustee to enter into other supplemental indentures, with the written consent of the holders of a majority in principal amount of the Series 2021 Warrants then outstanding thereunder, except that, without the written consent of the holder of each Series 2021 Warrant affected, the Building Authority and the Trustee may not enter into any supplemental indenture that has the effect of reducing the principal amount of, the rate of interest on, or the premium payable upon the redemption of, any Series 2021 Warrant. Moreover, without the written consent of the holders of all the Series 2021 Warrants then outstanding under the Indenture, the Building Authority and the Trustee will not be permitted to enter into any supplemental indenture permitting the creation of a lien or charge on the Building or on the revenues therefrom ranking prior to or on a parity with the Indenture, the establishment of preferences or priorities as between Series 2021 Warrants, or a reduction in the aggregate principal amount of Series 2021 Warrants the holders of which are required to consent to such supplemental indenture.

Amendment of the Lease

The Indenture will permit the County and the Building Authority, with the written consent of the Trustee but without the consent of or notice to any Warrantholders, to amend the Lease for the purpose of substituting or adding property subject to the demise thereof, curing ambiguities, defects or inconsistent provisions, or making provision with respect to matters arising under the Lease for any other purpose if such provisions do not, in the judgement of the Trustee, adversely affect the rights of the Warrantholders. The Indenture will also permit the County and the Building Authority, with the written consent of the Trustee and the holders of a majority in principal amount of the Series 2021 Warrants then outstanding thereunder, to amend the Lease to such extent as shall be deemed necessary or desirable by the Building Authority and the County, except that, without written consent of the holders of all the Series 2021 Warrants then outstanding under the Indenture, no such amendment shall affect the obligation of the Lessee to make payments in the amounts and at the times required for the payment of the Warrants.

The Trustee

In the Indenture the Trustee will agree to perform the duties required of it therein, but the Trustee will not be liable under the Indenture for any error of judgment made in good faith unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent facts.

The Building Authority's obligation to pay the expenses incurred by the Trustee and the advances made by it in the performance of its duties under the Indenture, and the payment of such expenses, advances and compensation will be given priority in the Indenture over the payment of the principal of and the interest and premium (if any) on the Series 2021 Warrants.

The Indenture will permit the Trustee, upon written notice to the Building Authority, the Lessee, and the Insurer, to resign and be discharged of the trusts created thereby.

Satisfaction of Indenture

The Indenture will provide that it may be canceled and satisfied of record upon the deposit with the Trustee of cash sufficient to provide for full payment of all the Series 2021 Warrants then outstanding thereunder, including the interest that will mature thereon until such payment. In addition, any of the Series 2021 Warrants may, for purposes of the Indenture, be considered as fully paid upon the execution by the Building Authority and the Trustee of an appropriate trust agreement under which there shall be deposited, for payment or redemption of such Series 2021 Warrants and for payment of the interest to come due thereon until maturity or redemption, Government Obligations or any combination of cash and Government Obligations, which together with the income anticipated to be derived from such securities, will produce moneys sufficient to provide for the payment, redemption and retirement of such Series 2021 Warrants. For purposes of said trust agreement, Government Obligations shall have the meaning given to such term in the section hereof captioned "Series 2021 Warrant Fund" under "THE INDENTURE."

When any of the Series 2021 Warrants are considered "paid" under the conditions described above, they shall no longer be secured by or entitled to the benefit of the Indenture (except for the right to have the moneys held for their benefit to be applied to the payment of the principal thereof and the interest and premium, if any, thereon), nor will the holders of such Series 2021 Warrants (or the Trustee on their behalf) thereafter have any rights whatever against the County under the Lease.

Should any of the Series 2021 Warrants not be presented for payment when due, the Trustee will be required, subject to the provisions of any applicable escheat or other similar law, to retain and set aside in the Series 2021 Warrant Fund a sum of money sufficient to pay such Series 2021 Warrants when the same shall be presented (upon which sum the Trustee shall not be required to pay interest). All liability of the Building Authority to the holders of such Series 2021 Warrants and all rights of such holders against the Building

Authority under such Series 2021 Warrants or under the Indenture shall thereupon cease and terminate, and the sole right of such holders shall thereafter be against such deposit.

Notwithstanding the foregoing, only (1) cash and (2) non-callable direct obligations of the United States of America ("Treasuries"), or any combination thereof, shall be authorized to be used to effect defeasance of the Warrants. To accomplish defeasance the Building Authority shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable ("Accountant") verifying the sufficiency of the escrow established to pay the Warrants in full on the maturity or redemption date ("Verification"), (ii) an Escrow Deposit Agreement, and (iii) an opinion of nationally recognized Bond Counsel to the effect that the Warrants are no longer "Outstanding" under the Indenture; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Building Authority, and the Trustee. Warrants shall be deemed "Outstanding" under the Indenture unless and until they are in fact paid and retired or the above criteria are met.

LITIGATION

There is no litigation pending or, to the knowledge of the Building Authority, threatened, contesting the validity of the Series 2021 Warrants or relating to the organization of the Building Authority, the right of the Building Authority to construct or finance the Building, the incumbency of any of the Building Authority's officers, or the issuance or sale of the Series 2021 Warrants. Simultaneously with the delivery of the Series 2021 Warrants, the Building Authority will deliver a certificate to the effect that no such litigation is pending or, to the knowledge of the Building Authority, threatened.

The County is a defendant in various lawsuits, one in particular including a Sheriff's deputy involved shooting, but does not believe that there are any legal proceedings pending or threatened against the County which may materially affect the County's financial condition or its ability to perform its obligations to the registered owners of the Warrants. The County's insurers have assumed the defense and in all of which the exposure, if any, is within the coverages provided by the insurance or are within amounts that the County feels that it could fund without materially affecting its ability to pay principal of and interest on the Warrants.

UNDERWRITER

The Frazer Lanier Company Incorporated (the "Underwriter"), has purchased the Series 2021 Warrants from the Building Authority for a purchase price of \$22,185,279.25 (representing the par amount of \$19,735,000 less an Underwriter's discount of \$69,072.50 and plus a net original issue premium of \$2,519,351.75).

The initial public offering price for the Series 2021 Warrants may be changed by the Underwriter. The Underwriter may offer and sell the Series 2021 Warrants to certain dealers (including dealers depositing bonds in investment trust) and other at prices lower than the public offering price set forth on the cover page of this Official Statement.

FINANCIAL ADVISOR

Stifel, Nicolaus & Company, Incorporated, Montgomery, Alabama, has served as Financial Adviser to the Building Authority in connection with the offer and sale of the Series 2021 Warrants. As such, it has participated in the preparation and review of various financing documents related to the Series 2021 Warrants. The Financial Advisor will be paid from the proceeds of the Series 2021 Warrants.

FEDERAL BANKRUPTCY CODE

The rights and remedies of the registered owners of the Warrants are subject to the provisions of Chapter 9 of Title 11 of the United States Code (Bankruptcy) which permits under certain specific circumstances (but only after authorization by the legislature or by a governmental officer or organization empowered by state law to give such authorization), a political subdivision of a state, such as the County, to file a petition for relief in the U.S. District Court for the district in which the political subdivision is located if it is insolvent or unable to meet its debts as they mature and desires to effect a plan to adjust its debts. Under the Bankruptcy Code, the filing of such a petition operates as an "automatic" stay of the commencement or the continuation of any judicial or other proceeding against the petitioner, its property or any officer or inhabitant of the petitioner. Chapter 9 also permits a political subdivision that files such a petition to issue, with the approval of the Court, certificates of indebtedness having priority over pre-existing obligations.

Any political subdivision filing a petition for relief under Chapter 9 must in due course file a plan for the adjustment of its debts, and such plan may include provisions modifying or altering the rights of creditors generally, or any class of them, secured and unsecured. Such plan, when confirmed by the Court, binds all creditors who had timely notice or actual knowledge of the petition or plan and discharges all claims against the petitioning political subdivision provided for in the plan. No plan may, however, be confirmed by the Court unless certain conditions occur, which include either (1) that the plan has been accepted in writing by two-thirds (2/3) in the amount and more than fifty percent (50%) in number of the allowed claims of each class which is impaired by the plan, or (2) the Court finds that the plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims that is impaired under, and has not accepted, the plan.

Existing Alabama statutes authorize the County to file a petition for relief under Chapter 9 of Title 11 of the United States Code.

ENFORCEABILITY OF REMEDIES

The remedies available to the Trustee and the owners of the Series 2021 Warrants upon the occurrence of an Event of Default under the Indenture are in many respects dependent upon regulatory and judicial actions which are subject to discretion and delay. Under existing law and judicial decisions, the remedies provided for under the Indenture may not be readily available or may be limited.

The various legal opinions to be delivered concurrently with delivery of the Series 2021 Warrants will be qualified as to enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors generally and by the exercise of judicial discretion.

APPROVAL OF LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2021 Warrants are subject to the approval of Bradley Arant Boult Cummings LLP, Bond Counsel, whose approving legal opinion will be delivered at the time of delivery of the Series 2021 Warrants. The proposed form of that opinion is included in this Official Statement as Appendix A.

The various legal opinions to be delivered concurrently with the delivery of the Series 2021 Warrants express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or the future performance of parties to the transaction, and the rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

In the opinion of Bradley Arant Boult Cummings LLP, Bond Counsel to the Building Authority, assuming continuing compliance by the Building Authority and the County with certain conditions imposed by the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Series 2021 Warrants will be excludable from gross income of the recipients thereof for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code, and the interest on the Series 2021 Warrants will not be an item of tax preference included in alternative minimum taxable income for the purpose of computing the minimum tax imposed by Section 55 of the Code. In rendering its opinion, Bond Counsel to the Building Authority has relied on certain representations, certifications of fact, and statements of reasonable expectations made by the Building Authority and the County and others in connection with the Series 2021 Warrants, and Bond Counsel to the Building Authority has assumed compliance with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Series 2021 Warrants from gross income under Section 103(a) of the Code.

Bond Counsel expresses no opinion regarding any other federal or state tax consequences with respect to the Series 2021 Warrants. Bond Counsel renders its opinions under existing statutes and court decisions as of the issue date and assumes no obligation to update its opinion after the issue date to reflect any future action, fact or circumstance, or change in law or interpretation, or otherwise. Bond Counsel expresses no opinion on the effect of any action taken in reliance upon an opinion of other counsel on the exclusion from gross income for federal income tax purposes of interest on the Series 2021 Warrants.

Bond Counsel is also of the opinion that interest on the Series 2021 Warrants is exempt from present state income taxation under the laws of the State of Alabama as enacted and construed on the date of issuance of the Series 2021 Warrants.

Certain Collateral Federal Tax Consequences

The following is a brief discussion of certain collateral federal income tax matters with respect to the Series 2021 Warrants. It does not purport to deal with all aspects of federal taxation that may be relevant to a particular owner of a Series 2021 Warrant. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2021 Warrants.

Prospective owners of the Series 2021 Warrants should be aware that the ownership of such obligations may result in collateral federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is not included in gross income for federal income tax purposes. Interest on the Series 2021 Warrants may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

Post-Issuance Compliance

The tax-exempt status of the Series 2021 Warrants could be affected by post-issuance events. Various requirements of the Code must be observed or satisfied after the issuance of the Series 2021 Warrants in order for such interest to remain excludable from gross income of the holders thereof. These requirements include restrictions on use of the proceeds of the Series 2021 Warrants, use of the facilities financed by the Series 2021 Warrants, investment of proceeds of the Series 2021 Warrants, and the rebate of so-called excess arbitrage earnings. The County is primarily responsible for such compliance, and a failure to comply could result in the inclusion of interest on the Series 2021 Warrants in gross income retroactive to the date of issuance of the Series 2021 Warrants.

Likewise, the Internal Revenue Service (the "IRS") conducts an audit program to examine compliance with the requirements applicable to tax-exempt obligations. If the Series 2021 Warrants become the subject of an audit, under current IRS procedures, the County would be treated as the taxpayer in the initial stages of an audit, and the owners of the Series 2021 Warrants would have limited rights to participate in the audit process. The initiation of an audit with respect to the Series 2021 Warrants could adversely affect the market value and liquidity of the Series 2021 Warrants, even though no final determination about the tax-exempt status would have been made. If an audit were to result in a final determination that the Series 2021 Warrants do not qualify as tax-exempt obligations, such a determination could be retroactive in effect to the date of issuance of the Series 2021 Warrants.

The IRS has publicly stated that jail transactions are among its top enforcement priorities due in part to the increased use of state and local facilities by federal agencies. The County has agreed in the Lease with the Building Authority that no federal prisoners will be held in the Building.

Future Legislation

Current and future legislative proposals, if enacted into law, may cause interest on the Series 2021 Warrants to be subject, directly or indirectly, to federal income taxation or otherwise prevent beneficial owners of the Series 2021 Warrants from realizing the full benefit of the current tax status of such interest. The introduction or enactment of any such legislative proposals may also affect the market price for, or marketability of, the Series 2021 Warrants. Neither the Series 2021 Warrants nor the Indenture contains any provision for an increase in the rate of interest applicable to the Series 2021 Warrants or for the mandatory redemption of the Series 2021 Warrants, in the event the interest thereon should become includable in gross income for federal income taxation after their date of issuance. Prospective purchasers of the Series 2021 Warrants should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Bond Counsel to the County expresses no opinion.

No Mandatory Redemption due to Event of Taxability of the Series 2021 Warrants

The Indenture does not provide for mandatory redemption of the Series 2021 Warrants or payment of any additional interest or penalty if a determination is made that the Series 2021 Warrants do not comply with the existing requirements of the Code or if a subsequent change in law adversely affects the tax-exempt status of the Series 2021 Warrants or the economic benefit of investing in the Series 2021 Warrants.

Original Issue Premium

The initial public offering prices of certain of the Series 2021 Warrants (the "Original Issue Premium Warrants") is greater than the principal amounts thereof. Under existing law, any owner who has purchased

an Original Issue Premium Warrant in the initial public offering of the Series 2021 Warrants is required to reduce his basis in such Original Issue Premium Warrants by the amount of premium allocable to periods during which he holds such Original Issue Premium Warrants, and the amount of premium allocable to each accrual period will be applied to reduce the amount of interest received by the owner during each such period.

All owners of Original Issue Premium Warrants should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of interest accrued upon redemption, sale or other disposition of such Original Issue Premium Warrants and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale, gift or other disposition of such Original Issue Premium Warrants.

Original Issue Discount

The initial public offering price of the March 1, 2034 maturity of the Series 2021 Warrants (the "Original Issue Discount Warrants") is less than the principal amount thereof. Under existing law, the difference between (i) the amount payable at the maturity of each Original Issue Discount Warrants, and (ii) the initial offering price to the public of such Original Issue Discount Warrants constitutes original issue discount with respect to such Original Issue Discount Warrants in the hands of any owner who has purchased such Original Issue Discount Warrants in the initial public offering of the Series 2021 Warrants. Such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such Original Issue Discount Warrants equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Warrants continues to be owned by such owner.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Warrants prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Warrants in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Warrants was held by such initial owner) is includable in gross income.

Under existing law, the original issue discount on each Original Issue Discount Warrant is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the Series 2021 Warrants and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Warrant for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other taxable disposition thereof. The amount (if any) to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods (if any) multiplied by the yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Series 2021 Warrants.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Warrants which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Warrants should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Warrants and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale, gift or other disposition of such Original Issue Discount Warrants.

Not Bank Qualified

The Building Authority has not designated the Series 2021 Warrants as "qualified tax-exempt obligations." The Series 2021 Warrants are not "bank-qualified."

CONTINUING DISCLOSURE UNDERTAKING

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the County has agreed in the Indenture to provide, or cause to be provided to the Municipal Securities Rulemaking Board ("MSRB"),

(i) the County's audited financial statement for the prior fiscal year ending the preceding September 30, which will be posted on the EMMA website within 270 days after the end of such fiscal year; provided, however, that if such information is not available within said time, the County will post its reasonably available draft financial information;

(ii) to the extent not specifically identified in the audited or draft financial statement described in (i) above, annual updates to the following: General Fund Revenues (A. - C.), Special Revenue Funds ((a) – (e)), Net Assessed Valuations, and Largest Ad Valorem Taxpayers;

(iii) within ten Business Days after the occurrence of a reportable event, to the MSRB, notice of the occurrence of any of the following events with respect to the Series 2021 Warrants: (a) principal and interest payments delinquencies, (b) non-payment related defaults, if material, (c) unscheduled draws on debt service reserves reflecting financial difficulties, (d) unscheduled draws on credit enhancements reflecting financial difficulties, (e) substitution of credit or liquidity providers or their failure to perform, (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2021 Warrants, or other material events affecting the tax status of the Series 2021 Warrants; (g) modifications to the rights of the Series 2021 Warrantholders, if material, (h) bond calls, if material, and tender offers, (i) defeasances, (j) release, substitution or sale of property securing repayment of the Series 2021 Warrants, if material, (k) rating changes, if any are then in effect, (l) bankruptcy, insolvency, receivership or similar event of the obligated person, (m) merger, consolidation, acquisition or sale of assets involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material, (n) appointment of a successor or additional paying agent or the change of name of the Trustee, (o) the incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material, and (p) default, an event of acceleration, a termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties; and

(iv) in a timely manner, notice of any failure by the County to provide the required annual financial information on or before the date specified in its written continuing disclosure undertaking.

The County will reserve the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, provided that any such modification may be done only in a manner consistent with the Rule. The County will reserve the right to terminate its obligations to provide the annual operating information and financial information and Notices of material events, as set forth above, if and when the County no longer remains an "obligated person" with respect to the Series 2021 Warrants, within the meaning

of the Rule. The County will, in the Indenture, acknowledge that its undertaking pursuant to the Rule described under this heading is intended to be for the benefit of the registered owners of the Series 2021 Warrants and shall be enforceable by the holders of the Series 2021 Warrants; provided that such holders' rights to enforce the provisions of such undertaking shall be limited to a right to obtain specific enforcement of the County's obligations under the Indenture and any failure by the County to comply with the provisions of such undertaking shall not be an event of default with respect to the Series 2021 Warrants and shall not subject the County to money damages in any amount, whether compensatory, penal or otherwise. The name, address and telephone number of the initial contact person at the County are as follows:

Adria Cian Harrison, or successor as Clerk/Treasurer
Baldwin County Commission
312 Courthouse Square, Suite 11
Bay Minette, Alabama 36507
Telephone: (251) 937-0203
Facsimile: (251) 580-1621
Email: Cian.Harrison@baldwincountyal.gov

Prior Non-Compliance with Continuing Disclosure Obligations

The County has not always been in compliance with its continuing disclosure obligations with respect to its general obligation indebtedness, having failed, among other things, to timely file its audited financial statements and other annual information on the EMMA website and to provide notice of its failures to provide the same. The County posted its 2020 unaudited financials and operating data for fiscal year 2020 on March 11, 2021 and its 2021 budget on March 11, 2021, its 2019 audit on the EMMA website on July 2, 2020, its 2018 audit on the EMMA website on June 28, 2019, its 2017 audit on June 29, 2018, its 2016 audit on June 26, 2017, its 2015 audit on June 17, 2016, and its 2014 audit on June 15, 2015.

The County and the Building Authority have engaged DAC to assist with continuing disclosure for the Series 2021 Warrants.

RATINGS

Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings, Inc., a division of the McGraw-Hill Companies ("S&P"), have assigned respective underlying credit ratings of "Aa2" and "AA", respectively, to the Series 2021 Warrants. The ratings are independent and each rating reflects that individual rating agency's own assessment of the Building Authority's ability to pay the Warrants as herein described without municipal bond insurance or other form of supplemental credit enhancement. Any explanation as to the significance of either of the above ratings may be obtained only from the agency which made such rating. The above ratings are not recommendations to buy, sell or hold the Series 2021 Warrants. Each rating may be subject to revision or withdrawal at any time by the agency which made the particular rating. Any downward revision or withdrawal of any or all of such ratings may have an adverse effect on the market price of the affected Series 2021 Warrants. Any further explanation as to the significance of either of the above ratings may be obtained only from the agency which made the particular rating.

MISCELLANEOUS

Any statements made in this Official Statement and indicated to involve matters of opinion or estimates are represented to be opinions or estimates made in good faith. Any such estimate or opinion is not to be construed as a representation that such estimate or opinion will be realized. Neither this Official

Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the registered owners of the Series 2021 Warrants.

CERTIFICATE

The execution and delivery of this Official Statement on behalf of the Building Authority and the distribution and use thereof by the Underwriter for the purpose of making a public offering of the Series 2021 Warrants have been duly authorized by the Building Authority.

**THE PUBLIC BUILDING AUTHORITY
OF BALDWIN COUNTY**

By: /s/ Locke W. Williams
Its President

APPENDIX A

[Proposed Form of Approving Opinion]

BRADLEY ARANT BOULT CUMMINGS LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203

[date]

The Public Building Authority of Baldwin County
Bay Minette, Alabama

We have examined certified copies of proceedings and other documents showing the organization under the laws of Alabama of THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY (the "Building Authority"), together with certified copies of proceedings of the Building Authority and other documents submitted to us pertaining to the issuance and validity of

\$19,735,000
THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY
Building Revenue Warrants
Series 2021 (Jail Project)

(the "Warrants"). We have not examined the title of the Building Authority to the Site hereinafter referred to, but we have, for purposes of this opinion, assumed that the Building Authority has good and marketable title to said real property subject only to Permitted Encumbrances (as defined in the Indenture hereinafter referred to and herein called "Permitted Encumbrances"). The statements hereinafter made and the opinions hereinafter expressed are based upon our examination of said proceedings, documents and said assumption of title.

The documents submitted to us show as follows:

(a) that the Warrants have been issued under and are secured by a Mortgage Indenture and Deed of Trust dated as of March 5, 2020, supplementing by a First Supplemental Mortgage Indenture and Deed of Trust dated as of July 27, 2021 (collectively the "Indenture") between the Building Authority and Regions Bank, as trustee (the "Trustee");

(b) that the Building Authority and Baldwin County (the "County") have entered into a Lease Agreement, dated as of March 5, 2020, supplemented by a First Supplemental Lease Agreement dated July 27, 2021 (collectively the "Lease"), wherein the Building Authority has leased to the County certain real property (the "Site") upon which the Building Authority has begun and intends to complete a new jail facility (the "Building") for lease to the County (the Site, the Building, and other Improvements and Equipment (as defined in the Lease) located thereon are herein collectively referred to as the "Project");

(c) that the Lease provides for the lease of the Project by the County for a current term ending September 30, 2021, and further provides for the renewal of the Lease thereafter, at the option of the County, for the successive annual terms coinciding with the fiscal year of the County (such fiscal year being a period of twelve consecutive months beginning on each October 1 and continuing until the next succeeding September 30 and being herein called a "Fiscal Year") until and including the Fiscal Year (or part thereof) during which Warrants shall be paid in full;

(d) that the Lease provides that during each Fiscal Year for which it shall be in effect, the County will pay to the Building Authority certain amounts in cash and, further, will pay each of the following: (a) the premiums that will come due during such Fiscal Year for all insurance required in the Indenture, and (b) all expenses during such Fiscal Year of operating the Project and maintaining it in good repair, all such payments by the County for each Fiscal Year to be made solely from current revenues of the County for the same fiscal year; and

(e) that in the Indenture the Building Authority has reserved the right to issue Additional Warrants (the "Additional Warrants") on a parity of lien with the Warrants and the Building Authority's outstanding Building Revenue Warrants, Series 2020, dated March 5, 2020 (the "Series 2020 Warrants"), upon compliance with the applicable conditions specified in the Indenture.

We are of the following opinion:

(1) that the Building Authority has been duly organized as and is a validly existing public corporation pursuant to and under the laws of Alabama and has corporate power to issue the Warrants, to execute and deliver the Lease and the Indenture and to perform the agreements on its part contained in each of said instruments;

(2) that the Warrants have been duly authorized, sold, executed, authenticated and issued in the manner provided by the applicable provisions of the constitution and laws of Alabama, are in due and legal form and evidence valid and binding special obligations of the Building Authority payable, as to principal, interest and premium (if any), solely out of revenues to be derived by the Building Authority from the Project, as it may at any time exist;

(3) that the Indenture and the Lease have been duly authorized by the Building Authority and constitute valid, binding and enforceable obligations of the Building Authority;

(4) that payment of the principal of and the interest (and premium, if any) on the Warrants is secured, on a parity of lien with the Series 2020 Warrants, by the lien of the Indenture and by a valid pledge of all revenues to be derived by the Building Authority under the Lease from the Project (including specifically the Basic Rent which the Lease requires the County to pay directly to the Trustee for the benefit of the Warrants);

(5) that, subject to bankruptcy, insolvency, reorganization and other similar laws affecting creditors' rights generally, the aforesaid pledge for the benefit of the Warrants is a valid pledge of said revenues;

(6) that the Indenture makes a valid assignment of all the Building Authority's right, title and interest in and to the Lease, insofar as such right, title and interest pertain to (i) the obligations of the County with respect to the use, maintenance and preservation of the Project, and (ii) the right to receive and collect all rentals and other payments due from the County under the Lease;

(7) that the Lease has been duly authorized, executed and delivered on behalf of the County; and

(8) that for each Fiscal Year for which it shall be renewed by the County, the Lease will constitute a valid, binding and enforceable agreement of the County, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws affecting creditors' rights generally.

We are further of the opinion that under the Internal Revenue Code of 1986, as amended (the "Code"), as presently construed and administered, and assuming compliance by the Building Authority and the County with their covenants pertaining to certain requirements of federal tax law that are set forth in the Lease and the Indenture, the interest on the Warrants will be excludable from gross income of the recipients thereof for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code, and the interest on the Warrants will not be an item of tax preference included in alternative minimum taxable income for the purpose of computing the minimum tax imposed by Section 55 of the Code. We express no opinion with respect to the federal income tax consequences to the recipients of the interest income on the Warrants except as stated above.

We are of the opinion that the interest on the Warrants is, under existing statutes and regulations, exempt from Alabama income taxation.

The Indenture provides that in the event the Building Authority should default in any of the provisions thereof in the manner and for the time therein provided, the Trustee may declare all the Warrants secured thereby and then outstanding thereunder forthwith due and payable, and the Trustee shall be entitled to exercise the rights specified in the Indenture. The mortgage lien of the Indenture, however, is not foreclosable, and the remedies available to the Trustee and the holders of the Warrants issued under the Indenture will not include foreclosure or sale of the Project or any part thereof.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Warrants. Further, we express no opinion regarding tax consequences arising with respect to the Warrants other than as expressly set forth herein.

The rights of the holders of the Warrants and the enforceability thereof and of the Indenture and the Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof and we assume no obligation to or update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Yours very truly,

APPENDIX B

[2019 Audited Financial Statement]

APPENDIX C

[The County]

Baldwin County was established on December 21, 1809, ten years before Alabama gained statehood. The County is the largest (approximately 1,613 square miles) in Alabama by area and is located on the Gulf of Mexico directly east across Mobile Bay from Mobile County and the City of Mobile. Spanish explorers first came to the area in the 1500's and remained in control until the French founded the City of Mobile (across the Mobile Bay in Mobile County) and other nearby settlements in 1670. The British took control of the area in 1763 following the Treaty of Paris, but lost control to the Spanish in 1780, whose military fortifications on the eastern shore of Mobile Bay (in Baldwin County) is now the City of Spanish Fort.

During the 19th Century, the area was primarily agricultural and a gateway for international shipping as the Coosa, Tallapoosa, and Alabama rivers meet in Mobile Bay and were used to ship agricultural products to Europe. Following the Civil War, the railroad became the primary means of transferring goods to and from the County, and the area's fishing, timber, and agricultural industries continued to develop into the 20th Century. The completion of the Intracoastal Canal in 1937 and the end of World War II led to the expansion of the commercial and recreational fishing industries and the beginning of the tourism industry as important economic drivers.

Today, the "Eastern Shore," connected to Mobile via Interstate 10, generally comprising the cities of Fairhope, Daphne, and Spanish Fort, are among the fastest growing and affluent residential areas of the State. In addition, the beach areas directly on the Gulf of Mexico in the cities of Gulf Shores and Orange Beach, are major local and regional tourist destinations, attracting regular vacationers from all over the Southeast and the Midwest. Today, fishing, tourism, oil and gas development, and agriculture remain important parts of the County's economy.

The City of Bay Minette, which is the county seat of the County and located in the northern part of the County, is located within thirty miles of Mobile, Alabama and within fifty miles of Pensacola, Florida. Baldwin County is traversed east-west by Interstate 10 (connecting Houston, New Orleans and points west to Pensacola, Tallahassee and points east)) and north-south by Interstate 65 (connecting Mobile to Birmingham, Nashville and points north); U.S. Highways 98, 31 and 90; and Alabama Highways 180, 181, 182, 59, 225 and 104. The County is served by Greyhound Bus Lines as well as by the CSX Transportation System. Commercial air service is available in Mobile and Pensacola.

Population

The following sets forth certain historical population statistics from the U.S. Census Bureau relating to the State of Alabama, Baldwin County and the municipalities located therein:

Census Year	State of Alabama	Baldwin County
1970	3,444,165	59,182
1980	3,893,888	78,556
1990	4,040,587	98,280
2000	4,447,100	140,415
2010	4,779,736	182,265
2018 ⁽¹⁾	4,887,871	218,022

⁽¹⁾Estimates as of July 1, 2018.

Source: U.S. Census Bureau, Population Division

Municipal Populations

<u>Municipality</u>	<u>2000</u>	<u>2010</u>	<u>2018*</u>
Bay Minette	7,820	8,044	9,291
Daphne	16,581	21,570	26,506
Elberta	552	1,498[1]	1,723
Fairhope	12,480	15,326	22,085
Foley	7,590	14,618	18,928
Gulf Shores	5,044	9,741	12,517
Loxley	1,348	1,632	2,546
Orange Beach	3,784	5,441	6,114
Magnolia Springs	--	723	816
Perdido Beach	--	581	643
Robertsdale	3,782	5,276	6,838
Silverhill	616	706	997
Spanish Fort	5,423	6,798	8,985
Summerdale	655	862	1,511

Source: United States Census, 2010 figures were obtained from www.cubitplanning.com

[1] The increase was primarily attributed to Elberta's annexation of the previously unincorporated community of Mifflin shortly after the 2000 Census was taken.

Governmental Organization and Administration

The County is governed by the Baldwin County Commission, consisting of four commissioners elected at-large. The County Commission is responsible for the direction, control and maintenance of the property of the County, for setting policies of the County, including the appropriation and expenditure of County funds and the settlement of claims against the County, the levy of certain taxes as provided by law, and the creation and investment of funds for the payment of long term indebtedness.

Members of the Baldwin County Commission

<u>Name</u>	<u>Occupation</u>
Joe Davis III, Chairman	Retired (State Educator)
Billie Jo Underwood	CPA, local firm
Charles F. "Skip" Gruber	Retired (County Highway Department)
James E. Ball	Baldwin Substance Abuse Services, Program Director

The County Commission is assisted by numerous professional staff members. The County Administrator is Wayne A. Dyess. Mr. Dyess' primary responsibility is to prepare the agendas for the general business meetings of the Baldwin County Commission and to work with the various administrative departments to ensure compliance with all administrative policies of the Commission. He has served in this role since 2019. Adria Cian Harrison serves as Clerk/Treasurer, the role of which is to manage the Finance/Accounting Department and to oversee various tax collections and all financial records and reports, including the County's audit. She has been with the Finance/Accounting Department since 2019. Ronald J. Cink serves as Budget Director, a position he has held since 2007. He has been with the County since 2006. The Budget Director is responsible for preparing and monitoring the County's annual budget and assisting the department directors, elected officials, and commissioners throughout the year with budget and finance related matters.

Personnel

The County employs approximately 650 people in its various departments. Of this total number, approximately 650 are within departments of the County Commission and approximately 321 are within the Baldwin County Sheriff's office. No employees of the County are represented by labor unions or similar employee organizations. The County does not bargain collectively with any labor union or employee organization. The County has enjoyed good relations with all County employees and the County believes that good relations will continue.

Employee Pension Plan and Liability

The Employees' Retirement System of Alabama was created in 1945 pursuant to an act of the Alabama Legislature. The Employees' Retirement System is administered on behalf of the State of Alabama and certain local governmental units in Alabama by Retirement Systems of Alabama, an agency of the State of Alabama. More than 40,000 employees of the State of Alabama and certain local governmental units in Alabama are active members of the Employees' Retirement System. See Note 6, starting on page 43, and pages 72-82 (Exhibits #12-17), of the Financial Statement attached hereto as Appendix B for a description of the plan.

The County has participated in the Employees' Retirement System for over sixty years. The plan covers substantially all salaried and hourly employees of the County.

Contributions by the County are made on the basis of certain actuarial calculations of amounts which, together with the employees' contributions, are projected to provide at the time of retirement the benefits contemplated by the retirement program. The independent actuary employed by Retirement Systems of Alabama calculates total employer contributions to liquidate any unfunded accrued liability over a period of

not more than 20 years. The next actuarial evaluation of the accrued liability respecting the County will be prepared on the basis of revised actuarial assumptions.

The Employees' Retirement System does not undertake to fund the retirement plans of participating local governmental units. The Employees' Retirement System acts only in an administrative capacity, and then only upon the election of the local governmental units. The statute permitting such election provides that "The retirement system shall not be liable for the payment of any pensions or other benefits on account of the employees or pensioners of any employers under this section, for which reserves have not been previously created from funds contributed by such employer or its employees for such benefit." The statute further provides that the agreement of a local government to contribute to the Employees' Retirement System on account of its employees is irrevocable, but should it become financially unable to make the normal contribution, administrative charge and accrued liability contribution, the County would be deemed to be in default under the Employees' Retirement System.

In the event any participating local government elects to withdraw from the Employees' Retirement System by mutual agreement with employees, the statute provides that the rights and privileges of existing beneficiaries shall not, as a result of such withdrawal, be diminished or impaired. Upon any such withdrawal, the statute requires the Actuary to certify to the local government the actuarial determination of the reserves necessary to provide existing benefits and provides that the local government shall agree to appropriate such amounts as may be necessary to maintain existing benefits.

The employees of the County participate in a retirement system established by the Legislature of Alabama and known as the Employees' Retirement System of Alabama (the "Retirement System"). Contributions to the Retirement System are made by both the employees and the County. The respective amounts of such contributions are established by the Legislature of Alabama.

In 2012, the Alabama Legislature enacted Act No. 2012-377 that created a two-tier defined benefit plan for all Employees' Retirement System participants. Tier 1 consists of all employees with any eligible service prior to January 1, 2013. Tier 2 consists of all employees hired for the first time on or after January 1, 2013. The expectation is that employer contribution rates will be lower for Tier 2 employees as compared to Tier 1 employees based on the reduction in benefits provided and the increased minimum age requirements in order to begin receiving benefits for Tier 2 employees.

The Employees' Retirement System provides retirement, disability and death benefits, and the benefits are available to members at varying times during their creditable service. While there are variations in benefits, the basic annual service retirement allowance for Tier 1 employees is 2.0125% of the member's final compensation (average of highest three years out of final ten years) multiplied by the number of years of creditable service. For Tier 2 employees, the basic annual service retirement allowance is 1.650% of the member's final compensation (average of highest five years out of final ten years) multiplied by the number of years of creditable service. Retirement benefits are available (i) for Tier 1 employees after 25 years of creditable service or after 10 years of creditable service and attainment of age 60 and (ii) for Tier 2 employees after 10 years of creditable service and attainment of age 62. Participants in the Employees' Retirement System are qualified for vested deferred benefits after completion of 10 years of creditable service. A member who is not eligible for vested deferred benefits is entitled only to the return of his own contributions and a limited amount of interest.

In 2011, the Alabama Legislature enacted Act No. 2011-676, which increased Tier 1 employee contribution rates for State employees that are members of the Employees' Retirement System by 2.25% effective October 1, 2011. An additional increase of 0.25% took effect on October 1, 2012. Participating local governments were given the option of maintaining the employee contribution rate at the prior level for Tier 1 employees. The Commission's contribution rates in fiscal year 2019 for Tier 1 and Tier 2 employees were

5.62% and 5.20%, respectively, and the employer contribution amount was \$1,341,573.67. The Sheriff's Office rates for the same period and tiers were 6.96% and 5.81%, respectively, and the employer contribution amount was \$1,055,310.93.

The Commission has a \$13,880,401 net pension liability, and its plan is 83.29% funded. The Sheriff's Office has an \$8,656,744 net pension liability and its plan is 80.48% funded.

Compensated Absences

The Commission has a standard policy for its full-time employees as to sick and annual leave. *See* Note D.9 (page 29) to the Financial Statement attached hereto as Appendix B.

Landfill Closure and Post-closure Care Costs

State and federal laws and regulations require that the Commission place a final cover on its landfill when closed and perform certain maintenance and monitoring functions at the landfill site for thirty years after closure. *See* Note 11 (page 65) to the Financial Statement attached hereto as Appendix B for a description of such requirements.

Other Postemployment Benefits and Contingent Liabilities

The Commission allows retired employees and officials to continue to participate in the County's health insurance plan. *See* Note 7 (page 57) to the Financial Statement attached hereto as Appendix B for a description of such plan. The County's total OPEB liability is \$6,602,523.

General Financial Information

The County's Fiscal Year begins each October 1. The financial statements of the County are required to be audited by the Department of Examiners of Public Accounts of the State of Alabama not less often than every two years. The most recent audit available is for the fiscal year October 1, 2018-September 30, 2019 and is attached hereto as Appendix B. There is no statutory authorization for the County to employ independent accountants to conduct an audit.

Limited Taxing Authority

Governing bodies of counties in the State of Alabama generally have no authority to raise taxes without first having a bill passed by the state legislature authorizing the levy of a new tax or the increase in an existing tax. Additionally, with respect to ad valorem taxes, no increase may be authorized even with the approval of the state legislature unless the qualified voters in the county also approve the levy of the proposed ad valorem tax.

Long-Term Indebtedness

The long-term indebtedness of the County (see Note 10 beginning on page 58 of the attached financial statement), after issuance of the Warrants will be as follows:

	<u>Principal Outstanding</u>	<u>Final Maturity</u>
County Public Building Authority, Series 2021 (Jail Project), dated July 27, 2021	\$19,735,000	March 1, 2046

Taxable General Obligation Warrants, Series 2020-B, dated October 22, 2020	\$33,545,000	February 1, 2036
County Public Building Authority, Series 2020 (Jail Project), dated March 5, 2020	\$35,135,000	March 1, 2045
General Obligation Warrants, Series 2020, dated January 23, 2020	\$9,605,000	February 1, 2030
General Obligation Warrants, Series 2015, dated March 1, 2015	\$9,310,000	May 1, 2025
General Obligation Taxable Warrants, Series 2014, dated June 1, 2014	\$1,625,000	June 1, 2025
General Obligation Warrants, Series 2013, dated February 1, 2013	\$3,140,000	January 1, 2023
General Obligation Warrants, Series 2012, dated September 1, 2012	\$795,000	June 1, 2022
County Public Building Authority Series 2007-A DHR Project Lease	<u>\$2,870,000</u>	June 1, 2028
TOTAL	<u>\$115,760,000</u>	

A summary of the County's aggregate debt service obligations are as follows:

The long-term indebtedness set forth above and under the preceding section does not include certain lease and other miscellaneous obligations such as landfill closure and post-closure liability and compensated absences. The County has the following estimated liabilities: compensated absences (\$3,066,107.84); capital leases (\$439,000); other postemployment benefits (\$6,602,523); landfill closure and post-closure liability (\$3,671,187.46); net pension liability (\$27,797,890); and other miscellaneous obligations not exceeding (\$500,000). These obligations do not necessarily count against the County's constitutional debt limit but are shown here and under the "Constitutional Debt Limitation" section solely in the interest of full disclosure.

Short Term Debt

The County has no outstanding short-term notes or other obligations except for certain capital and other lease obligations, except for two short-term lines of credit from First Community Bank and Trustmark Bank in the amounts of \$35,000,000 and \$30,000,000, which will be substantially repaid with reimbursements from the Federal Emergency Management Agency (FEMA) and the State of Alabama for Hurricane Sally clean-up costs within the next two years. Given the County's size and scope, the County has frequent need to utilize short-term funding obligations from various sources.

Anticipated Future Debt; Economic Development

The County has no plans to issue additional debt through its Public Building Authority within the next 12 months; however, the County is experiencing significant and sustained population growth. It is possible that the County may have significant capital borrowing needs in the near future for things including, but not limited to, safety, education, health, public safety, welfare, infrastructure, transportation, industry, recreation, and economic development, as part of long-term capital planning and/or on short-term notice. Construction costs in the County are historically high for various reasons, and it is possible that construction costs for planned capital improvements may exceed budgeted amounts and necessitate additional borrowing to complete such capital projects.

County voters recently rejected legislation permitting the formation of a toll road and bridge authority with the power to issue debt in order to extend the Foley and Baldwin Beach Expresses to Interstate 65 with a toll road to accommodate tourist travel and provide an additional hurricane evacuation route.

There has recently been much publicity regarding the State Department of Transportation's plan to expand the Interstate 10 bridge across Mobile Bay connecting Baldwin County to the City of Mobile, where many County residents work. After sustained public opposition to paying for a portion of the project with tolls, the Governor of Alabama has declared the project unworkable and no longer under consideration. It is possible, however, that such project may be revived under a different structure.

There has also been news about the State's plan to construct a third access bridge across the Intracoastal Canal to the beach-resort cities of Orange Beach and Gulf Shores, in order to alleviate the volume of traffic on Alabama Highway 59. While a start date has not been announced, another access point would presumably improve the tourist experience on which the County's finances depend.

The County has approved certain tax abatements by municipalities in the County which has reduced the County's share of certain sales and property taxes by approximately \$70,000 per year. See Note 18, page 70 of the attached financial statement.

The County currently has no significant obligations related to economic development projects under Amendment Nos. 750 or 772 to the Alabama Constitution of 1901, as amended. However, the County is currently marketing its large industrial "Mega Site" located near Bay Minette just south of Interstate 65, and it is possible that the County will consider a variety of financial incentive type arrangements with interested parties in the future.

Constitutional Debt Limitation

Section 224 of the Constitution of Alabama, as amended by Amendment 342, provides that no county shall become indebted in an amount, including present indebtedness, greater than five percent (5%) of the assessed value of the property therein. The net assessed valuation of the taxable property situated in the County (including motor vehicles) for the fiscal year which ended September 30, 2020 (for which taxes became due and payable on October 1, 2020) is not less than \$5,207,596,554. The corresponding constitutional debt limit of the County is therefore not less than \$260,379,828. The County has incurred general obligation indebtedness chargeable against its constitutional debt limit in the aggregate amount of \$60,890,000. The County has a remaining debt margin of not less than \$199,489,828. The constitutional debt limit of the County and its relation to certain demographic data is as follows:

Debt Ratios

Assessed Value Oct. 1, 2020 (including motor vehicles)	\$5,207,596,554
Debt Limit (5%)	\$260,379,828
Aggregate Debt	\$115,760,000
Chargeable Debt [1]	\$60,890,000
Debt Margin	\$199,489,828
Ratio of Chargeable Debt to Assessed Value	2.38%
2018 estimated County population	218,022
Chargeable Debt per capita	\$567.72

[1] Includes the Long-Term Indebtedness hereinabove. Does not include the PBA's Series 2021, Series 2020 Warrants, and Series 2007-A Warrants, and the two short-term lines of credit for Hurricane Sally clean-up costs in the total amount of \$65,000,000.

General Fund Revenues and Expenditures and Summary of Operations

The County's General Fund has primarily depended on the following sources of revenue:

A. Five Mill County-Wide Ad Valorem Tax. The County's five mill ad valorem tax is levied under the authority of Section 215 of the Constitution of Alabama of 1901, as amended by Amendment No. 208, and is one of the two largest sources of revenue for the County's General Fund. Proceeds of the five mill county-wide tax have been as follows for the periods indicated:

<u>Fiscal Year</u>	<u>Five Mill General Fund</u>
2020 (unaudited)	\$24,994,702
2019	23,254,238
2018	21,878,986
2017	20,806,516
2016	19,648,591
2015	17,889,372
2014	17,871,761

B. 1983 County Sales Tax. Pursuant to Act No. 83-532 adopted at the 1983 Regular Session of the Legislature of Alabama, as amended by Act No. 84-523 adopted at the 1984 Regular Session of the Legislature of Alabama, the County levies a County-wide sales tax. In general, the rate is 1% of the gross proceeds of the sales or receipts of persons engaged in the business of selling at retail in the County any tangible personal property or in the business of conducting or operating places of amusement or entertainment in the County. Such 1983 Sales Tax must be added to the sales price or admission fee and collected from the purchaser or person paying an admission fee. Through September 30, 1995, the 1983 Sales Tax was collected by the State Department of Revenue along with the collection of the state sales tax. Effective with the 1995-96 fiscal year, the County entered into a two-year agreement with a private firm to collect the County's sales tax. After payment of the costs of collection to said firm, 2% of the sales tax was paid to the Baldwin County Juvenile Court. Of the remaining 98% of the 1983 Sales Tax proceeds, 55% was paid to the Baldwin County Board of Education, 5% was paid to James H. Faulkner Community College and 40% was paid into the General Fund. From October 1, 1997 through February 28, 2001, the County again employed the Alabama Department of Revenue to collect its 1983 Sales Tax. Effective March 1, 2001, the County established its own department to collect the 1983 Sales Tax. The distribution of the 1983 Sales Tax remains as noted above after payment of collection costs. Proceeds of the 1983 Sales Tax received by the County's General Fund have been as follows for the periods indicated:

<u>Fiscal Year</u>	<u>County's General Fund Share of Proceeds of the Sales Tax</u>
2020 (unaudited)	\$23,027,023
2019	21,412,027
2018	16,254,475 [1]
2017	13,484,959
2016	12,488,292
2015	11,613,988
2014	10,847,068

[1] Pursuant to H.B. 495 adopted at the 2017 Regular Session of the Alabama Legislature, the Commission's share of the distributable proceeds of this tax between the Commission and the Baldwin County Board of Education increased from 40% to 55%, and the Baldwin County Board of Education's share likewise decreased from 55% to 40%, effective June 1, 2018. The Commission expects the 15% increase to produce approximately \$5 million more revenue per year to the Commission based on collections in fiscal year 2017. There are no assurances, however, that the gross proceeds received by the Commission will exceed actual collections in any prior years.

The Commission has begun receiving additional sales tax revenue from the Simplified Sellers Use Tax (SSUT) (Alabama Act 2018-539) in the wake of the *South Dakota v. Wayfair* case. The Commission has collected \$553,730 in 2017, \$764,781 in 2018, \$1,452,356 through September, 2019, and \$3,998,459 in 2020.

C. Lease Tax. Pursuant to Act No. 2007-377, as amended by Act No. 2010-588, the County levies a County-wide lease tax. Seventy-five percent (75%) of the tax is distributed to the County general fund. Proceeds of the lease tax received by the County's General Fund have been as follows for the periods indicated:

<u>Fiscal Year</u>	<u>County's General Fund Share of Proceeds of the Lease Tax</u>
2020 (unaudited)	\$2,983,378
2019	3,770,393
2018	2,669,438
2017	2,641,232
2016	2,535,660
2015	2,276,618
2014	2,109,955

D. State Funding. The County's General Fund also receives from the State of Alabama certain taxes, licenses and other moneys levied and collected by the State. The largest sources of State revenues are from state franchise taxes and state excise taxes. Although such moneys have been made available to the County by the State, the continued availability of such moneys is dependent upon the ability and willingness of the Alabama Legislature to continue to provide such moneys.

General Fund Operations

The following comparative statements of General Fund revenues and expenditures have been extracted from audited financial records of the County for the fiscal years indicated:

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
TOTAL GOVERNMENTAL FUNDS

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
REVENUES					
Taxes	\$79,319,773.26	\$69,869,171.31	\$65,179,717.28	\$61,490,825.12	\$57,206,953.41
Licenses and Permits	2,022,551.78	1,947,047.04	2,558,484.08	2,048,154.33	1,757,994.77
Intergovernmental	17,660,101.32	18,113,275.09	14,724,374.20	21,097,202.79	18,328,626.77
Charges for Services	13,899,433.73	13,675,443.80	12,570,676.34	14,027,916.40	14,224,892.68
Fines and forfeitures	34,885.76	25,913.65	39,577.17	40,289.25	26,870.12
Miscellaneous	<u>21,665,931.50</u>	<u>19,600,740.50</u>	<u>15,540,577.34</u>	<u>4,509,742.82</u>	<u>4,416,419.67</u>
TOTAL REVENUES	134,602,677.35	123,231,591.39	110,613,406.41	103,214,130.71	95,961,757.42
EXPENDITURES					
General Government	38,216,213.82	38,252,439.42	34,628,599.20	26,447,111.53	24,838,860.21
Public Safety	36,444,574.67	33,784,295.51	31,701,362.40	28,841,337.50	28,687,258.83
Highways and Roads	16,246,977.71	17,422,270.66	16,833,552.97	17,623,758.46	13,257,419.44
Health	2,493,751.17	2,387,517.89	2,822,176.99	2,754,080.40	2,577,752.39
Welfare	596,082.20	559,918.24	519,287.95	503,900.70	470,141.10
Culture and Recreation	1,496,723.87	1,358,307.38	1,284,361.70	1,275,737.54	1,234,469.54
Education	79,877.57	69,314.30	82,321.99	88,528.14	75,236.29
Capital Outlay	11,392,070.80	15,405,896.47	9,514,360.54	22,948,820.45	11,843,176.30
Debt Service:					
Principal Retirement	6,086,298.15	15,220,887.94	8,312,324.79	7,891,102.90	7,464,309.24
Interest and Fiscal Charges	<u>3,202,744.48</u>	<u>3,644,418.97</u>	<u>3,988,257.03</u>	<u>4,338,819.35</u>	<u>4,594,508.91</u>
TOTAL EXPENDITURES	116,255,314.44	128,105,266.78	109,686,605.56	112,713,196.67	95,043,132.25
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	18,347,362.91	(4,873,675.39)	926,800.85	(9,499,066.26)	918,625.17
OTHER FINANCING SOURCES (USES)					
Operating Transfers in	30,047,130.12	35,337,129.97	25,621,204.52	25,513,744.48	23,940,433.66
Sale of Capital Assets	496,381.10	8,558,210.52	184,011.94	3,531,607.80	827,605.81
Warrant Proceeds				5,347,593.87	35,180,000.00
Premium on Warrants					4,146,749.60
Discount on Warrants					
Lease Proceeds			439,000.00		
Operating transfers out	(29,931,324.26)	(35,221,081.45)	(25,505,165.27)	(24,930,118.79)	(23,369,335.26)
Payment to Refunding Escrow Agent				(4,711,729.47)	(39,333,847.88)
Other Financing Uses			(5,000.00)	(6,000.00)	
TOTAL OTHER SOURCES (USES)	612,186.96	8,674,259.04	734,051.19	4,745,097.89	1,391,605.93
Changes in Fund Balances	18,959,549.87	3,800,583.65	1,660,852.04	(4,753,968.37)	2,310,231.10
Fund Balance Beginning	65,171,563.11	61,370,979.46	59,710,127.42 ¹	63,283,928.30	60,973,697.20 ²
Fund Balance Ending	84,131,112.98	65,171,563.11	61,370,979.46	58,529,959.93	63,283,928.30

1 Restated, See Note 16 to FY 17 Audit

2 Restated, See Note 16 to FY 15 Audit

Special Revenue Funds

To account for the proceeds of specific revenue sources which are legally restricted to expenditures for specified purposes, the County has established, among others, the following funds:

(a) State Seven Cents Gasoline Tax Fund - The County's share of the State's seven cents gasoline tax is deposited in this fund and used for building and maintaining county roads and bridges. The proceeds of this tax for the last seven years have been as follows:

<u>Fiscal Year</u>	<u>Seven Cents Proceeds</u>
2020 (unaudited)	\$2,358,144
2019	2,531,918
2018	2,489,805
2017	2,491,369
2016	2,468,079
2015	2,388,608
2014	2,299,860

(b) State Four Cents Gasoline Tax Fund - The County's share of the State's four cents gasoline tax is deposited in this fund and used for resurfacing, restoring and rehabilitating of the County's existing paved roads and bridges. The proceeds of this tax for the last seven fiscal years have been as follows:

<u>Fiscal Year</u>	<u>Four Cents Proceeds</u>
2020 (unaudited)	\$1,403,775
2019	1,501,550
2018	1,479,127
2017	1,477,050
2016	1,463,266
2015	1,416,912
2014	1,366,616

(c) State Five Cents Gasoline Tax - The County's share of the State's five cents gasoline tax is deposited in the Four Cents Gasoline Tax Fund and used for resurfacing, restoring and rehabilitating the County's existing paved roads and bridges and for maintaining County roads. The proceeds of this tax for the last seven years have been as follows:

<u>Fiscal Year</u>	<u>Five Cents Proceeds</u>
2020 (unaudited)	\$673,755
2019	723,405
2018	711,373
2017	711,820
2016	705,166
2015	682,459
2014	657,103

Pursuant to the Rebuild Alabama Act (Act 2019-2), effective September 1, 2019, a \$0.06 increase in the State gasoline tax went into effect, with two additional \$0.02 increases scheduled to go into effect on October 1, 2020, and 2021. The additional increase in this statewide tax allocated to the Commission did result in \$1,333,166 of additional gasoline taxes revenue.

(d) State Five Cents Gasoline Tax - The County receives the entire proceeds of a three cents per gallon countywide gasoline tax. The County was also authorized after January 1, 1995, pursuant to Act No. 91-159 adopted at the 1991 Regular Session of the Alabama Legislature, to levy two separate and distinct taxes each in the amount of one cent (\$0.01) per gallon on persons, corporations and others engaged in the business of selling, distributing, storing or withdrawing from storage, for any purpose whatsoever, gasoline and motor fuel and substitutes therefor in the County. The governing body of the County has adopted a resolution levying such taxes. The combined taxes have produced the following revenues:

<u>Fiscal Year</u>	<u>Five Cents Proceeds[1]</u>
2020 (unaudited)	\$8,381,456
2019	9,080,433
2018	8,202,478
2017	8,252,286
2016	7,849,566
2015	7,564,156
2014	7,314,353

[1] Such proceeds are deposited in the Seven Cents Gasoline Tax Fund

(e) Public Building, Road and Bridge Fund - The County's 2.5 mill ad valorem tax levied for the building and maintaining of public buildings, roads and bridges is deposited in this fund. The proceeds of this tax have been as follows for the last seven fiscal years:

<u>Fiscal Year</u>	<u>Road and Bridge Tax</u>
2020 (unaudited)	\$12,243,459
2019	11,390,460
2018	10,716,710
2017	10,191,545
2016	9,624,342
2015	8,762,737
2014	8,754,187

Ad Valorem Taxation

General

The Constitution of Alabama of 1901 provides for the levy and collection of ad valorem taxes in Alabama by establishing the ratios at which property may be assessed, the millage rates that may be levied on

property, and the amount of ad valorem taxes that may be collected in any year. During the 1970's two amendments to the Constitution of Alabama of 1901 substantially changed ad valorem taxation in Alabama. Because of litigation, including litigation involving "current use" assessments and possible future changes that could be made by the Alabama Legislature or pursuant to constitutional amendment, future collections of ad valorem taxes in Baldwin County cannot be predicted with certainty. Amendment No. 373 to the Constitution of Alabama of 1901, the second of the two amendments referred to above, sets forth the assessment ratios, millage rates and the maximum amount of taxes collectable in any year currently in effect.

The 1978 Tax Amendment

Amendment No. 373 to the Constitution of Alabama of 1901 (approved at a statewide election on November 7, 1978; the "1978 Tax Amendment") provides that all taxable property in Alabama be classified and assessed in the following classifications and at the following ratios of assessed value to fair and reasonable market value (or, with respect to certain Class III property, at current use value) for purposes of State of Alabama and local taxation:

Class I	Property of utilities used in their business*	30%
Class II	Property not otherwise classified (generally, business or commercial property)	20%
Class III	Agricultural; forest; single-family, owner-occupied residential property; and historic buildings and sites	10%
Class IV	Private passenger automobiles and small trucks (pickups) for personal use and not for hire, rent or compensation	15%

* As a result of federal regulations, railroads are now assessed at 15% of the fair and reasonable market value of their property and as a result of litigation certain other utilities are now assessed at 22.5% of the fair and reasonable value of their property.

The 1978 Amendment provides that Class III property shall, upon application by the owner of such property, be assessed "at the ratio of assessed value to the current use value" of such property and not the fair and reasonable market value of such property. Act No. 82-302 adopted at the 1982 Regular Session of the Alabama Legislature, implementing the 1978 Tax Amendment, defined "current use value" as the value of such property based on the use being made of it on October 1 of the preceding year, without considering "the prospective value such property might have if it were put to some other possible use." Act No. 82-302 established a standard valuation formula for uniform use statewide by which the current use value of Class III properties could be ascertained and thereby provided for a different method of determining current use values than that used by revenue commissioners pursuant to directives issued by the State Department of Revenue prior to the passage of Act No. 82-302. The impact of Act No. 82302 on assessed valuations of Class III properties in the County was and will continue to be negative and adverse.

Variation of Assessment Ratios

The 1978 Tax Amendment provides that the governing body of any local taxing authority (but not the State of Alabama) may adjust (by increasing or decreasing) the ratio of assessed value of any class of taxable property to its fair and reasonable market value or current use value provided that (1) said adjustment shall

have been proposed by the governing body of the taxing authority after a public hearing on such proposal, (2) thereafter approved by an act of the Legislature, and (3) subsequently approved by majority vote of the qualified electors residing in the taxing authority; provided, however, that the adjusted assessment ratio applicable to each class of taxable property must be uniform within each local taxing authority, that no decrease in any assessment ratio may jeopardize the payment of any bonded indebtedness secured by any tax levied by the taxing authority decreasing said assessment ratio, and that no class of taxable property shall have an assessment ratio of less than 5% nor more than 35%. The State Legislature has no authority with respect to the adjustment of assessment ratios pertaining to local taxes except to approve or disapprove an adjustment proposed by a local taxing authority. The governing body of the County has not sought to make any adjustment in the assessment ratio applicable to any class of taxable property in the County.

The Legislature has provided that no local taxing authority may adjust the assessment ratios of any class of taxable property except as follows:

(1) If the total assessed valuation of all property in one class exceeds 50% of the assessed valuation of all taxable property within the taxing authority, the assessment ratio with respect to that class of taxable property may be decreased up to a maximum of 5% differential from the standard ratio of such class set forth above; (2) if the total assessed valuation of all property in one class is less than 20% of the assessed valuation of all taxable property within the taxing authority, the assessment ratio with respect to that class of taxable property may be increased up to a maximum of 5% differential from the standard ratio for such class set forth above; or (3) if the total assessed valuation of all property in one class constitutes more than 75% of the assessed valuation of all taxable property in the taxing authority, the assessment ratio with respect to that class of taxable property may be decreased up to a maximum of 5% differential, and the ratio of properties in other classes of taxable property may be increased up to a maximum of 5% differential.

Millage Rate Adjustments

The 1978 Tax Amendment provides that each local taxing authority may decrease any ad valorem tax rate at any time, provided such decrease does not jeopardize the payment of any bonded indebtedness secured by such tax.

The 1978 Tax Amendment provides that each local taxing authority may increase the rate at which any ad valorem tax is levied by any such authority above the limit otherwise provided in the Constitution provided that the proposed increase shall have been (1) proposed by the governing body of the taxing authority after a public hearing on such proposal, (2) thereafter approved by an act of the Legislature, and (3) subsequently approved by a majority vote of the qualified electors residing in the taxing authority.

Limitation on Ad Valorem Taxation

The 1978 Tax Amendment limits the total amount of ad valorem taxes payable to the State and to all counties and municipalities and other taxing authorities, with respect to any item of taxable property, and in any one ad valorem tax year, to the following respective percentages of the fair and reasonable market value of such property:

Class I	2.00%
Class II	1.50%
Class III	1.00%
Class IV	1.25%

These limitations are not now exceeded as to any class of property in the County. In the event the total ad valorem tax otherwise payable by any taxpayer with respect to any item of taxable property exceeds the maximum tax limit set forth above, the county revenue commissioner is required by the 1978 Tax Amendment to reduce the rate of each separate tax in proportion that the millage levied by or for the benefit of each taxing authority bears to the total millage levied by or for the benefit of all taxing authorities.

Exemptions

The 1978 Tax Amendment exempts from all ad valorem taxation the real and personal property of the State, all counties and municipalities, and property devoted exclusively to religious, educational or charitable purposes, household and kitchen furniture, all farm tractors, all farming implements when used exclusively in connection with agricultural property and all stocks of goods, wares and merchandise.

Homestead Exemption

Act No. 82-789 enacted at the 1982 Second Special Session of the State Legislature increased the State ad valorem tax homestead exemption to \$4,000 and provided that local taxing authorities, including the County, are permitted to increase the current \$2,000 homestead exemption against county taxes to not more than \$4,000 of assessed value for any year and to extend the homestead exemption to school district ad valorem taxes. The Baldwin County Commission has not elected to increase the homestead exemption from the current amount of \$2,000. An increase made in subsequent tax years would have the effect of decreasing the collection of the taxes for the year or years in which such increase was in effect.

Ad Valorem Tax Assessment and Collection

Ad valorem taxes on taxable property except motor vehicles, mobile homes and public utility properties are assessed and collected by the County Revenue Commissioner. Ad valorem taxes on motor vehicles in the County are assessed and collected by the Judge of Probate of Baldwin County and ad valorem taxes on public utility and railroad properties are assessed by the State Department of Revenue and collected by the State and the County Revenue Commissioner. Ad valorem taxes become due and payable on October 1 of each year following the October 1 as of which they are assessed and become delinquent after the next succeeding December 31.

Net Assessed Valuations

The net assessed valuations of taxable property in Baldwin County have been as follows for the periods indicated:

<u>Fiscal Year</u>	<u>Real, Personal and Public Utility Property</u>	<u>Motor Vehicles</u>	<u>Total</u>
2020	\$4,774,758,180	\$432,838,374	\$5,207,596,554

2019	4,850,253,600	398,273,196	5,248,526,796
2018	4,491,956,560	398,273,488	4,890,230,048
2017	4,208,993,120	408,211,728	4,617,204,848
2016	3,970,249,940	409,371,562	4,379,621,502
2015	3,778,576,700	379,454,752	4,158,031,452

Sources: Revenue Commissioner of Baldwin County; Judge of Probate of Baldwin County

Ad Valorem Taxes Levied in the County

The following ad valorem taxes are currently being levied on all taxable property in Baldwin County by the following taxing authorities at the following rates (in mills):

<u>State of Alabama:</u>	<u>Mills</u>
General	2.5
Soldier	1.0
School	<u>3.0</u>
TOTAL - State Tax Rate	6.5
<u>Baldwin County:</u>	
General	5.0*
Road and Bridge	2.5
School - County - Special	9.0
School – District	3.0**
Hospital	2.0***
Health	0.5
Volunteer Fire Departments	<u>1.5</u>
TOTAL - County Tax Rate	23.5
TOTAL TAX RATE	30.0

* The County levies a 5 mill ad valorem tax under the general ad valorem tax authority of Section 215 of the Alabama Constitution. Pursuant to Act No. 609 adopted in 1901 by the Alabama Legislature, 2 mills were remitted to the Baldwin County School Board (the "Board"). In consideration of the County levying a new one-half of one percent sales tax and a 1½% use tax for educational purposes, the Board relinquished its rights to the two mill ad valorem tax. Act No. 89-482 provides that so long as the above-referenced sales and use tax proceeds are received by the Board, the two mill ad valorem tax shall be deposited in the County's General Fund.

** Applies to District Two only

*** Applicable to northern Precincts 1 through 7 for northern Baldwin Hospital Fund Source: Revenue Commissioner of Baldwin County

Ad Valorem Taxes Levied by Municipalities

In addition to the state and county ad valorem taxes listed above, the following municipalities in Baldwin County currently levy ad valorem taxes on property within their corporate limits at the following rates (in mills):

<u>Municipality</u>	<u>Mills</u>
Bay Minette	12.5
Daphne	15.0
Elberta	5.0
Fairhope	15.0
Foley	5.0
Gulf Shores	5.0
Loxley	6.0
Magnolia Springs	5.0
Orange Beach	4.0
Perdido Beach	4.0
Robertsdale	5.0
Silverhill	10.0
Spanish Fort	5.0
Summerdale	5.0

Source: Revenue Commissioner of Baldwin County

Largest Ad Valorem Taxpayers

The largest ad valorem taxpayers in the County (other than the Fairhope Single Tax Corporation) and the amount of ad valorem taxes paid by each during the 2020 tax years are shown below:

<u>Name of Taxpayer</u>	<u>County Tax Due</u>	<u>Assessed Value</u>
Baldwin County Electric Coop	\$472,285	\$49,714,180
Gulf Telephone Company	236,863	25,431,180
Alabama Power Co.	213,735	22,657,120
Coroc/Riviera LLC	153,020	16,107,320
Florida Gas Transmission Co	132,845	13,983,640
Phoenix Orange Beach LLC	109,228	11,497,660
DR Horton	97,646	10,281,460
Wal-Mart Real Estate Business Trust	93,407	9,832,360
Gulf Beach Hotel Inc.	92,928	9,781,940
100 Emerald Greens LLC	86,351	9,095,560

Source: Baldwin County Revenue Commissioner

Fairhope Single Tax Colony

The Fairhope Single Tax Corporation is America's oldest and largest single tax colony. The intent of the settlers of Fairhope was to demonstrate the theories of taxation of Henry George, the 19th century American economist. George believed that only land should be taxed. The corporation holds title to all of its lands. The corporation owns approximately 20 percent of the land within the corporate limits of the City of Fairhope. The land is divided and leased at a rental rate equalizing the varying advantages of different tracts. The land is made available through leases to those who will use it and improve upon it. All assessed taxes on the land owned by the corporation and improvements owned by its lessees are paid by the corporation. The

corporation also makes public improvements. Over the years the corporation has financed public projects and cultural efforts.

Per Capita Personal Income

The following table sets forth certain information from the U.S. Department of Commerce regarding comparative per capita personal income levels in the United States, the State of Alabama and the County:

Year	United States	State of Alabama	Baldwin County
2013	\$44,826	\$36,067	\$38,212
2014	47,025	37,235	39,561
2015	48,940	38,612	41,412
2016	49,831	39,294	43,004
2017	51,640	40,805	44,079

Source: U.S. Department of Commerce, Bureau of Economic Analysis

Median Family Income

The median family income for the United States, the State of Alabama and the County has been as follows for the periods indicated:

Year	United States	State of Alabama	Baldwin County
2015	\$65,900	\$55,500	\$60,000
2016	65,700	55,500	61,100
2017	68,000	55,500	61,500
2018	71,900	60,200	69,400
2019	75,500	63,500	80,500

Source: HUD Office of Economic Affairs, Economic and Market Analysis Division

Poverty Level

The percentage of families in the United States, the State of Alabama and Baldwin County and the Daphne-Fairhope-Foley Metropolitan Statistical Area with incomes below the federal poverty level has been as follows for the periods indicated:

	United States	State of Alabama	Baldwin County	Daphne-Fairhope-Foley MSA
Number of Poor	39,698,000	802,263	21,199	23,728

Poverty Rate	12.3%	16.9%	10.1%	11.8%
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Source: U.S. Census Bureau, Small Area Income and Poverty Estimates Program. Last updated February 28, 2019.

Unemployment Rates

Comparative average annual unemployment figures for Baldwin County, the State of Alabama, Daphne-Fairhope-Foley Metropolitan Statistical Area and U.S. national average are as follows:

Year	United States	State of Alabama	Baldwin County	Daphne-Fairhope-Foley MSA
2014	6.2%	6.8%	6.1%	6.1%
2015	5.3	6.1	5.5	5.5
2016	4.9	6.0	5.3	5.3
2017	4.4	4.4	4.1	4.1
2018	3.9	3.9	3.6	3.6
2019*	3.8	3.5	3.2	3.2

*Preliminary estimates year-to-date. As of July 2019.

Source: Alabama Department of Labor

Labor Force Estimates. The following table sets forth information respecting the civilian labor force for Baldwin County and Daphne Metropolitan Statistical Area:

Baldwin County

Year	Total Labor Force	Employed Labor Force	Unemployed Labor Force	Unemployment Rate
2014	86,384	81,083	5,301	6.1%
2015	87,741	82,882	4,859	5.5
2016	90,670	85,839	4,831	5.3
2017	92,090	88,342	3,748	4.1
2018	93,849	90,456	3,393	3.6
2019*	97,060	93,985	3,075	3.2

Daphne-Fairhope-Foley MSA**

Year	Total Labor Force	Employed Labor Force	Unemployed Labor Force	Unemployment Rate
2014	86,384	81,083	5,301	6.1%
2015	87,741	82,882	4,859	5.5
2016	90,670	85,839	4,831	5.3
2017	92,090	88,342	3,748	4.1
2018	93,849	90,456	3,393	3.6
2019*	97,060	93,985	3,075	3.2

*Labor Force Estimates 2019 to-Date. As of July 2019.

**Baldwin County is part of the Daphne-Fairhope-Foley MSA

Estimates prepared by the Alabama Department of Labor in cooperation with the Bureau of Labor Statistics, based on 2018 benchmark.

Source: Alabama Department of Labor

Major Employers

The following table sets forth information with respect to the major employers in the County:

Employer	Product or Service	Approximate Number of Employees
Baldwin County Board of Education	County Public Schools	3,900
Walmart Super Center	Discount Retail Store	1,700
Infirmity Health	Medical Care	1,250
Collins Aerospace	Thrust Reversers, Cowlings, and Nacelle Components	1,160
Columbia Southern University	Higher Education	1,050
South Baldwin Regional Medical Center	Medical Care	860
Marriott Grand Hotel	Hotel and Country Club	800
Baldwin County Commission	County Government	650
Publix	Grocery Store and Pharmacy	560
Standard Furniture	Bedroom and Dining Furniture	520
Brett/Robinson Gulf Corp.	Vacation Rental Management	520
S. H. Enterprises	Vacation Rental Management	320
Ace Hardware Support Center	Hardware Distribution Support Center	300
Vulcan, Inc.	Aluminum and Steel Products	270
Quincy Compressors	Air Filters	220
Bon Secour Fisheries	Seafood Processing	150
Segers Aerospace	Aerospace and Defense MRO	140
Quality Filters	Air Filters	130
International Paper	Paper Products	130
Ascend Materials	Fibers and Resins	100
Dental EZ	Medical Instruments	100

Source: Baldwin County Economic Development Alliance, November 2019

Educational Levels

According to the U.S. Census Bureau, Census 2000, approximately 82% of Baldwin County residents were high school graduates and approximately 23.1% of Baldwin County residents were college graduates. State averages were 75.3% and 19%, respectively.

For the period 2011-2015, the U.S. Census Bureau estimates that approximately 89.5% of Baldwin County residents were high school graduates and approximately 29.0% of Baldwin County residents were college graduates. State averages were 84.3% and 23.5%, respectively.

General Housing Characteristics

Median Value. The following table sets forth the median value of owner-occupied housing units in 2017 for the State of Alabama and Baldwin County and the Daphne-Fairhope-Foley Metropolitan Statistical Area:

	State of Alabama	Baldwin County	Daphne-Fairhope- Foley MSA
Average Value	\$132,100	\$182,800	\$182,000

Source: U.S. Census Bureau, 2013-2017 American Community Survey 1-Year Estimates (2017)

Composition of Housing Units. The following tables set forth certain information concerning housing in the State of Alabama and Baldwin County:

	State of Alabama	Baldwin County
Occupied Housing Units		
Renter	583,478	20,663
Owner	<u>1,273,217</u>	<u>55,470</u>
Total	1,856,695	76,133
Unoccupied Housing Units	<u>374,431</u>	<u>33,890</u>
Total Housing Units	2,231,126	110,023

Source: 2017 American Community Survey 1-Year Estimates

	State of Alabama	Baldwin County
Family Households	1,233,863	50,029
Non-Family Households	<u>622,832</u>	<u>26,104</u>
Total Households	1,856,695	76,133
Mobile Home or Trailer	298,911	12,285

Source: 2017 American Community Survey 1-Year Estimates

- [1] Orange Beach is a tourist area which has a large number of housing units which are devoted to seasonal and recreational use.
- [2] The median values of owner-occupied units in the State according to the 2010 Census, the 2000 Census and 1990 Census were \$117,600, \$85,100 and \$55,700, respectively. Property values in Orange Beach have dropped as a result of the national recession and the housing downturn. The median value shown is higher than actual 2012 figures.

Health Services

Presently, three hospitals, North Baldwin Infirmary, Thomas Hospital, and South Baldwin Regional Medical Center, are currently operated in Baldwin County. Approximately 332 hospital beds and 922 nursing home beds are maintained in the County.

Utilities

Telephone service is provided throughout the County by several telephone systems including AT&T and Gulf Telephone Company. Natural gas is provided throughout the County at wholesale by United Gas Pipeline Company and at retail by municipal systems including Fairhope Utilities and Riviera Utilities of Foley. Electricity is provided by Alabama Power Company, Riviera Utilities of Foley and the Baldwin County Electric Membership Cooperative. Approximately 26 public/private water systems are in service in the County. Approximately seven sewage facilities are installed in the County. There is one "Subtitle D" secondary landfill and one transfer station in Baldwin County operated by the County.

Tourism

Baldwin County is a regional tourist destination, offering white sand beaches on the Gulf of Mexico at Gulf Shores and Orange Beach, and a number of coastal communities and attractions along the Eastern Shore of Mobile Bay.

The Alabama Bureau of Tourism and Travel vigorously promotes tourism in the state, and local organizations such as the Gulf Coast Convention and Visitors Bureau aggressively promote the county as a tourist destination.

Transportation

Highway. The major highway system in the County is comprised of the following: three U.S. Highways, U.S. 90, 98 and 31; two interstate highways, I-10 and I-65; and six major state highways, Alabama 225, 104, 59, 180 181 and 182.

Bus and Rail. Nationwide bus service is available. More than 55 common and specified carriers are authorized to serve the Baldwin and Mobile County areas. CSX Transportation connects Bay Minette and Mobile to the west, and Bay Minette and Escambia County to the east.

Water. The Port of Mobile is the largest and best equipped gulf port located close to deep water. The Port's major waterfront facilities are located along the lower five miles of the Mobile River at the head of Mobile Bay just across the Bay from Baldwin County. The harbor is situated about 30 miles north of the Bay entrance from the Gulf of Mexico. The present depth-controlling entrance to the inner harbor is 40 feet. The

Port is authorized for 55 feet south of the I-10 tunnels. The State Docks have been providing all appropriate expansions south of the tunnels to take advantage of this future increased depth.

The Gulf Intercoastal Waterway traverses South Baldwin County. The channel is 12 feet deep and 125 feet wide. The waterway extends along the lower end of Mobile Bay and Gulf Coast for 1,100 miles. An extensive system of Alabama inland waterways, with docking facilities, is tributary to the Port of Mobile, permitting barge traffic as far north as Birmingham. The Alabama State Docks, which operates waterfront facilities at the Port of Mobile, has spent more than \$275 million over the past 15 years to upgrade and expand the available facilities for handling cargo.

Air Service. There are two air carrier facilities available to Baldwin County, one of which is the Mobile Municipal Airport, located approximately 30 to 40 miles from most locations in Baldwin County. Passenger service is provided by major air carriers and commuter services. There are three lighted runways. Major repairs, storage and transportation are also available.

The other air carrier facility available to residents of Baldwin County is the Pensacola, Florida Municipal Airport. Pensacola is served by major and commuter airlines. Charter flights, aircraft repair and hangar storage are made available by several independent flying services in Pensacola. Nine other municipal or private air fields in the County serve the needs of general aviation interests of the area (six are public and three are private).

Education

Primary and Secondary. There are 45 public schools being operated by the Board with an enrollment of approximately 30,000. There are presently no municipal school systems operated by any municipality in the County, except for the City of Gulf Shores, whose board of education began school operations in June, 2019. A number of other municipalities are considering forming their own school systems (Fairhope, Daphne, and Spanish Fort). There are approximately 10 private and parochial schools operating in the County.

Vocational and Technical. Although Baldwin County does not have a trade school, a vocational curriculum is available to the high school students at the County's two area technology centers. These vocational schools are open to high school students during the day and to adults at night.

Higher Education. Although Baldwin County has one state community college (Coastal Alabama Community College, formerly James H. Faulkner Community College with campuses in Bay Minette, Fairhope and Gulf Shores), many students are able to stay in the area and receive a higher education. The County Campus of the University of South Alabama is located in Fairhope. Across Mobile Bay, the City of Mobile has four degree-granting institutions. They are the University of Mobile, Spring Hill College, University of South Alabama and Bishop State Community College. There are other post-secondary schools that are vocational and trade schools.

APPENDIX D

[Book-Entry System]

Portions of the following information concerning The Depository Trust Company ("DTC") and DTC's book-entry only system have been obtained from DTC. The Building Authority and the Underwriter make no representation as to the accuracy of such information.

Initially, DTC will act as securities depository for the Series 2021 Warrants. The Series 2021 Warrants initially will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. Initially, one fully-registered bond certificate for each maturity will be issued for the Series 2021 Warrants, in the aggregate principal amount of the Series 2021 Warrants of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. So long as the Series 2021 Warrants are maintained in book-entry form with DTC, the following procedures will be applicable with respect to the Series 2021 Warrants.

Purchases of the Series 2021 Warrants under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2021 Warrants on DTC's records. The ownership interest of each actual purchaser of each Series ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2021 Warrants are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2021 Warrants, except in the event that use of the book-entry system for the Series 2021 Warrants is discontinued.

To facilitate subsequent transfers, all the Series 2021 Warrants deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2021 Warrants with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in

beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021 Warrants; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021 Warrants are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

As long as the book-entry system is used for the Series 2021 Warrants, redemption notices will be sent to DTC. If less than all of the Series 2021 Warrants within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

As long as the book-entry system is used for the Series 2021 Warrants, principal, premium, if any, and interest payments on the Series 2021 Warrants will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Building Authority or the Trustee, and disbursement of such payments to the Participants or the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2021 Warrants unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2021 Warrants are credited on the record date (identified in a listing attached to the Omnibus Proxy).

DTC may discontinue providing its services as securities depository with respect to the Series 2021 Warrants at any time by giving reasonable notice to the Building Authority or the Trustee. In addition, the Building Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Under either of such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

The Building Authority and the Trustee will have no responsibility or obligation to any securities depository, any Participants in the book-entry system, or the Beneficial Owners with respect to (i) the accuracy of any records maintained by the securities depository or any Participant; (ii) the payment by the securities depository or by any Participant of any amount due to any Participant or Beneficial Owner, respectively, in respect of the principal amount or redemption or purchase price of, or interest on, any of the Series 2021 Warrants; (iii) the delivery of any notice by the securities depository or any Participant; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2021 Warrants; or (v) any other action taken by the securities depository or any Participant.

Discontinuation of Book-Entry Only System

DTC may determine to discontinue providing its services with respect to the Series 2021 Warrants at any time by giving notice to the Building Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Upon the giving of such notice, the book-entry only system for the Series 2021 Warrants will be discontinued unless a successor securities depository is appointed by the Building Authority. In addition, the Building Authority may discontinue the book-entry only system for the Series 2021 Warrants at any time by giving reasonable notice to DTC.

In the event that the book-entry only system for the Series 2021 Warrants is discontinued, the following provisions would apply, subject to the further conditions set forth in the Indenture.

The principal of and premium, if any, on the Series 2021 Warrants will be payable when due upon their presentation and surrender at the office of the Trustee in Birmingham, Alabama. Interest payments on the Series 2021 Warrants will be made to the persons who are the registered owners by check or draft mailed to such owners at their addresses as they appear on the registration books of the Trustee.

The Series 2021 Warrants are transferable only upon presentation to the Trustee with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney. Upon the request of the owner of any Series 2021 Warrant, the Building Authority will execute and the Trustee will authenticate and deliver, upon surrender to the Trustee of such Series 2021 Warrant and in exchange therefor, as may be requested by the person surrendering such Series 2021 Warrant, other Series 2021 Warrants in different authorized denominations (\$5,000 or any integral multiple thereof) of like tenor and together aggregating the same principal amount as the then outstanding unpaid principal amount of Series 2021 Warrant so surrendered. The Trustee will not be required to register or transfer any Series 2021 Warrant during the 15 day period next preceding any interest payment date with respect thereto. If any such Series 2021 Warrant is called for redemption, the Trustee will not be required to register, transfer or exchange such Series 2021 Warrant during the period beginning 45 days next preceding the redemption date with respect thereto.

APPENDIX E

[County's Draft FY 2020 Revenues and Expenditures and FY 21 Budget]

Baldwin County Commission
FY 2021 Monthly Fund Summary
Year to Date As Of November 30, 2020

Description	FY 2020 Annual	FY 2021 Annual Budget
Revenue		
Taxes	(55,751,882)	(57,018,034)
Special Assessments	0	0
Licenses & Permits	(1,224,816)	(1,289,000)
Intergovernmental	(2,445,624)	(2,039,900)
Charges For Services	(13,386,904)	(13,960,185)
Miscellaneous Revenue	(3,958,403)	(3,227,115)
Fund Balance	0	(2,011,860)
Total Revenue	(76,767,629)	(79,546,094)
Expenditures		
Employee Compensation	15,283,118	17,103,058
Services Provided By Others	5,241,071	5,679,941
Supplies, Repairs & Maintenance	5,261,471	4,692,630
Utilities & Communication	3,263,476	3,117,439
Travel	63,404	138,300
Other Operating Expenditures	29,194,329	28,345,400
Capital Expenditures	6,066,830	5,549,936
Debt Service	335,958	308,909
Intergovernmental	0	0
Total Expenditures	64,709,659	64,935,613
(Surplus)/Deficit Before Transfers	(12,057,970)	(14,610,481)
Transfers		
Transfer In/Other Sources	(4,014,751)	(609,437)
Transfer Out/Other Uses	15,159,829	15,219,918
Prior Period/Other Adjustments	0	0
Net Transfers	11,145,078	14,610,481
YTD (Surplus) / Deficit	(912,892)	0

CLOSING MEMORANDUM

TO Distribution List
FROM Lee Birchall
DATE July 27, 2021
SUBJECT Closing and Wire Instructions

\$19,735,000
The Public Building Authority of Baldwin County, Alabama
Building Revenue Warrants
Series 2021

Dated and Delivered on July 27, 2021

I. **SOURCES AND USES OF FUNDS**

The following is a summary of the total sources and uses of funds:

Sources

Principal	\$19,735,000.00
Net Original Issue Premium	<u>2,519,351.75</u>
Total	<u>\$22,254,351.75</u>

Uses

Series 2021 Improvements	\$22,000,000.00
Issuance Expenses (including Underwriter's Discount)	<u>254,351.75</u>
Total	<u>\$22,254,351.75</u>

II. **CLOSING**

The transaction shall close on July 27, 2021 (the "Closing Date") as follows:

A. **Delivery of the Warrants**

Regions Bank (the "Trustee") shall deliver the Warrants by the FAST System to the Depository Trust Company ("DTC") on the Closing Date.

B. Payment for the Warrants

The Frazer Lanier Company Incorporated (the "Underwriter") shall simultaneously pay the Issuer the following amount (the "Amount Due at Closing"):

Par Amount	\$19,735,000.00
Plus Net Original Issue Premium	2,519,351.75
Less Issuance Expenses	(185,279.25) [1]
Less Underwriter's Discount	<u>(69,072.50)</u>
 AMOUNT DUE AT CLOSING	 <u>\$22,000,000.00</u>

[1] The Underwriter shall disburse the closing expenses set forth on Exhibit A attached hereto and incorporated herein on behalf of the Issuer.

C. Transfer of Funds

1. The Underwriter shall wire-transfer to the Trustee the Amount Due at Closing on the morning of the Closing Date pursuant to the following wire instructions:

Wells Fargo Bank
ABA# 121000248
DDA# _____
Account Name: SEI PRIVATE TR CO ACF REGIONS BANK

2. Upon deposit the Amount Due at Closing shall be deposited by the Trustee in the Construction Fund established under the Indenture for the Series 2021 Improvements.

III. RELEASE OF WARRANTS

Upon successful completion of all of the above, this transaction shall be closed and the Trustee and Underwriter shall notify the Closing Room at DTC ((212) 898-3756) to release the Warrants.

EXHIBIT A

Upon receipt of invoices or payment instructions, the Underwriter is authorized to begin disbursing the following approved issuance expenses on the Closing Date and to transfer any sums remaining after the payment of all issuance expenses to the Trustee for deposit into the Construction Fund:

- | | | |
|-----|--|----------------------------|
| (1) | Bond Counsel
Bradley Arant Boult Cummings LLP | |
| (2) | Financial Advisor
Stifel, Nicolaus & Company, Incorporated | |
| (3) | Rating Agency
S&P | |
| (4) | Rating Agency
Moody's | |
| (5) | Trustee
Regions Bank | |
| (6) | Closing | |
| (7) | Closing and miscellaneous and actual out of pocket
expenses of any of the above parties | |
| | TOTAL | <u>\$185,279.25</u> |