



Baldwin County Commission Work Session  
Meeting Minutes

Tuesday, March 10, 2020  
8:30 AM

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

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**Commissioners present:**

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

**Commissioners absent:**

None.

**Staff present:**

Cian Harrison, Clerk Treasurer  
Deidra Hanak, Personnel Director  
Joey Nunnally, County Engineer  
Ron Cink, Budget Director  
Terri Graham, Development and Environmental Director  
Wayne Dyess, County Administrator  
Anu Gary, Administrative Services Manager  
Barbara Pate, Commission Executive Assistant  
Matthew Brown, BRATS Director  
Sherry-Lea Bloodworth Botoy, Community Engagement Manager/Public Information Officer  
Vince Jackson, Planning Director  
Junius Long, Building Maintenance Coordinator  
Lisa Sangster, Chief Administrative Assistant  
Wanda Gautney, Purchasing Director  
Loren Lucas, Assistant Director of Purchasing  
Christel Watson, Administrative Support Specialist II

**Also present:**

Cliff McCollum, Legislative Constituent Services Director, Baldwin County Legislative Delegation  
John Wilson, Chief Financial Officer, Baldwin County Board of Education  
Eddie Tyler, Superintendent, Baldwin County Board of Education

After the welcome, invocation and pledge of allegiance, the following agenda items were reviewed and/or discussed:

## **A ELECTED OFFICIALS**

### **B BUDGET/PURCHASING**

- B1**     Competitive Bid #WG18-18 - Pre-Event Debris Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County for the Baldwin County Commission     **20-0879**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- B2**     Competitive Bid #WG19-23 - Provision of Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Baldwin County Solid Waste Collections     **20-0747**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- B3**     Competitive Bid #WG20-08A - Purchase of One (1) New 2019 Honda Odyssey EX 5-Door Wagon/Minivan or Equivalent for the Baldwin County Sheriff's Office     **20-0878**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- B4**     Competitive Bid #WG20-13A - Provision of Cooked Meals for the Baldwin County Solid Waste Department     **20-0824**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- B5**     Competitive Bid #WG20-23 - Provision of On-site Crushing of Concrete at Various Baldwin County Locations for the Baldwin County Commission     **20-0872**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- B6**     Competitive Bid #WG20-24 - Provision of Ready-Mixed Concrete for the Baldwin County Commission     **20-0874**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- B7**     Competitive Bid #WG20-25 - Provision of Mower Blades for the Baldwin     **20-0880**

County Commission

Moved to March 17, 2020, regular meeting, Consent Agenda.

- B8**     Rental of One (1) Copy Machine for the Baldwin County Commission Office at the Satellite Courthouse Located in Foley, Alabama     **20-0895**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- B9**     Architectural Services for the Design of a New Baldwin County Area 100 Highway Maintenance Facility for the Baldwin County Commission     **20-0905**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- B10**    Architectural Services for the Design of a New Baldwin County Area 200 Highway Maintenance Facility for the Baldwin County Commission     **20-0907**

Moved to March 17, 2020, regular meeting, Consent Agenda.

**C     HIGHWAY**

- C1**     Corte Road and Austin Road Improvements - Intergovernmental Service Agreement between Baldwin County and the City of Daphne     **20-0842**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- C2**     Linholm Road Bridge Replacement - Permission to Advertise     **20-0896**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- C3**     Resolution #2020-070 - Highway Safety Improvements Program (HSIP) Traffic Control Device Project - County Road 112 from U.S. Highway 31 to Alabama/Florida State Line     **20-0890**

Moved to March 17, 2020, regular meeting, Consent Agenda.

**D     BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)**

- D1**     Baldwin Regional Area Transportation System (BRATS) - Transport     **20-0906**

Citizens - Fairhope 2020 Earth Day Celebration

Moved to March 17, 2020, regular meeting, Consent Agenda.

**E     PARKS**

**F     FINANCE AND ACCOUNTING**

- F1**     Annual Agreement with Department of Examiners of Public Accounts for the Audit of Federal Assistance Received by Baldwin County     **20-0912**

Moved to March 17, 2020, regular meeting, Consent Agenda.

**G     ENVIRONMENTAL MANAGEMENT (SOLID WASTE)**

- G1**     Application for Certificate of Exception from Garbage Pick-up     **20-0839**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- G2**     Baldwin County Solid Waste Uncollectible Residential Accounts     **20-0903**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- G3**     Mandatory Garbage Fees - Low Income Exemption Applications Fiscal Year 2020     **20-0899**

Moved to March 17, 2020, regular meeting, Consent Agenda.

**H     BUILDING INSPECTION**

**I     PLANNING AND ZONING**

- I1**     Case Z-20002 - Foster Property Rezoning     **20-0911**

Chairman Underwood asked if anyone from the public wishes to speak. No one came forward.

Moved to March 17, 2020, regular meeting, Public Hearings.

**J COMMUNICATIONS/INFORMATION SYSTEMS (CIS)**

**K ARCHIVES AND HISTORY**

**L BUILDING MAINTENANCE**

**L1** Discussion - Update on Springer House **20-0916**

[Springer House Warranty Deed, Lease Agreement, and Purchase Agreement, and The Idella Sandell House Warranty Deed and Photos](#) were provided as a handout by Junius Long, Building Maintenance Coordinator.

No item moving forward at this time, will be brought back to a future meeting.

**M COUNCIL ON AGING**

**N EMERGENCY MANAGEMENT AGENCY (EMA)**

**N1** Fiscal Year 2020 Joint Funding Agreement between the Baldwin County Commission and the U.S. Geological Survey **20-0876**

Moved to March 17, 2020, regular meeting, Consent Agenda.

**O JUVENILE DETENTION**

**P PERSONNEL**

**P1** Personnel Department - Baldwin County Emergency Communication District Request **20-0910**

Moved to March 17, 2020, regular meeting, Consent Agenda.

**P2** Planning and Zoning Department - Position Change **20-0908**

Moved to March 17, 2020, regular meeting, Consent Agenda.

**P3** Revenue Commission - Creation of One (1) Assessment Support Technician I Position **20-0909**

Moved to March 17, 2020, regular meeting, Consent Agenda.

**Q     ANIMAL CONTROL**

**R     ADMINISTRATION**

- R1     Resolution #2020-073 of the Baldwin County Commission - Act No. 90-449     **20-0866****  
**(Fire Tax) - Approval of Use of Fire Tax Proceeds**

The Commission and staff discussed the request.

Brad Hicks, County Attorney, will look into the matter and provide guidance. If County Attorney has any revisions, the agenda item will be revised as necessary by staff prior to submittal to the regular meeting.

Moved to March 17, 2020, regular meeting, Consent Agenda.

- R2     Baldwin County Commission District No. 3 Planning (Zoning) District Board     **20-0894****  
**of Adjustment (Central Baldwin County Area) - Board Appointment(s)**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- R3     Request from Robertsdale Rotary Club to Place a Bench at Central Annex     **20-0914****  
**in Robertsdale, Alabama**

The Commission discussed the wording on the bench to include the words "Donated by Robertsdale Rotary."

Moved to March 17, 2020, regular meeting, Consent Agenda, contingent upon the language being modified to include, "Donated by Robertsdale Rotary."

- R4     Resolution #2020-072 Amending Resolution #2002-31 - Service Area     **20-0900****  
**Amendment for East Central Baldwin County Water, Sewer and Fire**  
**Protection Authority**

Moved to March 17, 2020, regular meeting, Consent Agenda.

- R5     Space Allocation in County Facilities - Allocation of Space at the Baldwin     **20-0904****  
**County Courthouse in Bay Minette, Alabama and Adoption of Resolution**  
**#2020-069**

Moved to March 17, 2020, regular meeting, Consent Agenda.

**S     ADDENDA**

**S1**      Baldwin County Board of Education - Refinancing Long Term Debt and Levying of Taxes

Item brought from the floor by Ron Cink, Budget Director, to discuss the refinancing of the Baldwin County Board of Education's long-term debt and the continuance of the Baldwin County Commission to levy Board of Education taxes.

[Addendum item - Baldwin County Board of Education - Refinancing Long Term Debt and Levying of Taxes](#) was provided as a handout by Mr. Cink.

John Wilson, Chief Financial Officer, and Eddie Tyler, Superintendent, Baldwin County Board of Education, addressed the Commission regarding the request.

[Draft Resolution to be considered by the Baldwin County Commission](#) was provided as a handout by Mr. Wilson.

Moved to March 17, 2020, regular meeting, Consent Agenda.

**S2**      American Battlefield Protection Program Grant Application

Item brought from the floor by Ron Cink, Budget Director, to discuss the request from the Baldwin County Legislative Delegation regarding the American Battlefield Protection Program Grant Application and the purchase of 69.5 acres of property in Holley Creek Tract, in Fort Mims.

[Request Letter from Baldwin County Legislative Delegation, Grant Application Instructions, and Land Survey Map of the Subject Property](#) were provided as a handout by Mr. Cink.

Cliff McCollum, Legislative Constituent Services Director, Baldwin County Legislative Delegation, addressed the Commission regarding the request.

Moved to March 17, 2020, regular meeting, Other Staff Recommendations.

**S3**      Purchase of Property Adjacent to 17917 CC Road, Elberta, Alabama, Eastfork Landfill

Item brought from the floor by Terri Graham, Development and Environmental Director to discuss the purchase of approximately five acres of property south of Eastfork Landfill to be used as a buffer for Eastfork Landfill.

Moved to March 17, 2020, regular meeting, Other Staff Recommendations.

**T PUBLIC COMMENT**

None.

**U PRESS QUESTIONS**

None.

**V COMMISSIONER COMMENTS**

None.

**W ADJOURNMENT**

Motion by Commissioner Ball, seconded by Commissioner Davis, to adjourn the March 10, 2020, Baldwin County Commission Work Session at 9:03 a.m.

The motion passed by the following vote:

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

**Nay:** 0

**Absent:** 0

**Abstain:** 0

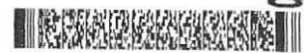


(L1) Handout from  
Junior Long,  
Bldg. Maint.

BALDWIN COUNTY, ALABAMA  
JUDGE ADRIAN T. JOHNS  
Filed/cert. 10/10/2008 1:51 PM  
TOTAL \$ 0.00  
2 Pages

1143386

WARRANTY DEED



STATE OF ALABAMA  
COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration herein to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, TOMMY SPRINGER, JR. and LUCY M. SPRINGER, husband and wife, (hereinafter referred to as "GRANTORS") do hereby GRANT, BARGAIN, SELL and CONVEY unto BALDWIN COUNTY, ALABAMA (hereinafter referred to as "GRANTEE"), in fee simple, together with every contingent remainder and right of reversion, the following described real property situated in Baldwin County, Alabama, to-wit:

From the Southeast Corner of the Southeast Quarter of the Northwest Quarter of Section 16, Township 6 South, Range 2 East, run North along the N.S. Half Section line 735 feet to the point of beginning; thence run West 231 feet to a point; thence South 85.8 feet to a point; thence run East 231 feet to a point; thence run North 85.8 feet to the point of beginning; said property lies in the Southeast Quarter of the Northwest Quarter of Section 16, Township 6 South, Range 2 East, Baldwin County, Alabama; SUBJECT TO 30 foot roadway and power line easement along the East side of said property.

This conveyance is subject to all easements, matters of zoning, setback line requirements, reservations and restrictions which are of public record in the office of the Probate Judge of Baldwin County, Alabama, to any present encroachments thereon, if any, and to the lien of real property taxes hereinafter falling due. All recording references herein refer to the Judge of Probate's Office of Baldwin County, Alabama, unless otherwise noted.

FURTHER SUBJECT TO THE FOLLOWING:

1. A 30 foot roadway and power line easement along the East side of the property described herein.
2. "Lease Back" Agreement as set out in Purchase Agreement to be executed by Tommy Springer, Jr. and Lucy M. Springer (as Seller) and Baldwin County Commission, Baldwin County, Alabama (as Buyer).
3. Right of way of Bishop Road as it now exists along the East Margin of the property described herein.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD to the said Grantee, and to Grantee's successors and assigns, forever.

AND, except as to taxes hereafter falling due, which are assumed by the Grantee and except as to the above-mentioned exceptions, we do, for ourselves and for our heirs, administrators, and executors, hereby covenant with the said Grantee, and Grantee's

successors and assigns, that we are seized in fee simple of said premises; that said property is free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors, and administrators shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this the 18th day of SEPTEMBER, 2008.

Tommy Springer, Jr.  
TOMMY SPRINGER, JR.

Lucy M. Springer  
LUCY M. SPRINGER

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned, a Notary Public, in and for said State and County hereby certify that TOMMY SPRINGER, JR., 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 said conveyance, he executed the same voluntarily.

GIVEN under my hand and seal on this the 18th day of SEPTEMBER, 2008.



Maisha Smith  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 10-8-08

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned, a Notary Public, in and for said State and County hereby certify that LUCY M. SPRINGER, 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 said conveyance, she executed the same voluntarily.

GIVEN under my hand and seal on this the 18th day of SEPTEMBER, 2008.



Maisha Smith  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 10-8-08

GRANTORS' ADDRESS:

2009 Bishop Rd  
Dauphin, AL 36532

GRANTEE'S ADDRESS:

Courthouse Square Suite 11  
Bay Minors, AL

THIS INSTRUMENT PREPARED BY:

DAVID VAUGHN, ESQ.  
Post Office Box 2370  
Daphne, Alabama 36526  
(251) 626-2688

STATE OF ALABAMA  
COUNTY OF BALDWIN

**LEASE AGREEMENT**

This LEASE AGREEMENT ("LEASE") is made and entered into by and between  
BALDWIN COUNTY COMMISSION (hereinafter called "Lessor") and TOMMY SPRINGER  
and LUCY SPRINGER (hereinafter called "Lessee").

WITNESSETH:

WHEREAS, the County has recently purchased parcel 46-05-16-0-000-021.000 from Mr.  
and Mrs. Tommy Springer; and

WHEREAS, the purchase of said property was contingent upon the Lessee leasing said  
property from the Lessor for up to a twelve (12) month period following the purchase, subject to  
the terms herein written, for a minimal amount; and

WHEREAS, the County determines that such lease of the subject property is in the best  
interest of the County and the citizens thereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable  
consideration, the receipt and sufficiency whereof are hereby acknowledged, Lessor does hereby  
LEASE unto Lessee, and the Lessee does hereby LEASE from the Lessor the premises  
hereinafter described under the following terms and conditions:

## LEASE OF PREMISES

1. The Lessor hereby grants, leases and demises unto the Lessee the following described property (map attached as Exhibit "A") being situated in Baldwin County, Alabama, which is described as follows:

Property Mailing Address: 20609 Bishop Road  
Fairhope, Alabama 36532

Parcel Number: 46-05-16-0-000-021.000

From SE Corner of SE ¼ of the NW ¼ Section 16-62-2E N  
Along N S ½ section line 735' to POB W 231' S 85.5' E 231' N 85.8'  
To the POB.

## TERM

2. The term of the Lease shall be a single term of twelve (12) months (i.e. three hundred sixty-five days), and shall commence upon the closing date of the County's purchase of the subject Springer's property, and shall expire three hundred sixty-five (365) days later, unless sooner terminated by either party. This Agreement shall not automatically renew in any respect following the expiration or any termination hereof. Notwithstanding anything written herein to the contrary, Lessee shall have the right to terminate this LEASE at any time during said term without penalty.

## RENT

3. The Lessee shall pay to the Lessor as rental hereunder the sum of **ONE DOLLAR (\$1.00) PER MONTH**. Lessee shall pay each monthly rental payment to Lessor on or before the 10<sup>th</sup> day of each calendar month, during the twelve (12) month term, with no grace period.

### **DELIVERY AND POSSESSION**

4. Lessor shall deliver to Lessee possession of the Premises on the commencement date and Lessee shall accept possession thereof at such time. The Premises are leased "as is" as Lessee acknowledges that it has inspected and is satisfied with the same. Lessor shall not be required to make any alterations or improvements upon the Premises. Lessee shall be responsible for and pay all utilities used in connection with the Premises during the term of this LEASE.

Lessee shall be responsible for any of the personal property which they bring onto the Premises. Further, Lessee shall procure and maintain in effect at all times during the term of this LEASE, at their own expense, renter's insurance coverage in an amount sufficient to cover all personal property of Lessee.

### **COVENANTS OF LESSEE**

5. Lessee shall maintain the Premises in as good a condition as the same are upon the inception of this LEASE, normal wear and tear excepted. Good condition shall include, without limitation, regular yard and landscaping maintenance. Lessee shall make no alterations or changes of or upon the Premises without the prior written consent of the Lessor. Lessee shall not commit or permit waste upon the Premises. Lessee shall not sublet the Premises nor any portion thereof for the whole or any part of the term of this LEASE nor assign the LEASE or any rights hereunder, except upon the prior written consent of the Lessor, and Lessor shall not be bound by any involuntary transfer of any interest or right of Lessee hereunder but it expressly reserves hereby the right to cancel and annul this LEASE upon the claim of any such transfer.

The Lessee shall not use or permit the Premises to be used for any purpose other than a residential dwelling. Lessee shall not use nor permit the same to be used for any other purpose

or purposes without the prior consent, in writing, of Lessor. Lessee, at all times, shall fully comply with all laws, ordinances, and regulations of any lawful authority having jurisdiction of said premises, including but not limited to, laws relating to health, safety, sanitation, and cleanliness. Lessee will not commit any waste to property nor permit the same to be done and will take good care of said premises at all times and will not, by any act or omission, render Lessor liable for same.

The Lessee shall defend, indemnify and hold the Lessor harmless from any and all claims for damages of any kind or character, including without limitation, damage to property, injuries to persons, including without limitation, death, and environmental assessment or claims, which may in any manner arise from the LEASE, or the use and occupation of the Premises by the Lessee hereunder. This indemnification shall include, without limitation, any effect or harm caused or resulting from existence or past use of harmful chemical agents or materials in or around the structures or dwellings on the property. The Lessee's obligations under the paragraph shall survive the termination of the LEASE.

The Lessor shall be entitled to enter upon and inspect the Premises at any and all reasonable times and places upon reasonable notice, for all reasonable purposes. The Lessee acknowledges that the Lessor shall not be responsible for any maintenance or repairs to the premises whatsoever. Notwithstanding this provision, nothing shall prevent Lessor from entering the property to fix, correct or rectify any portion of the property at the sole discretion of the Lessor.

Lessee shall not permit, allow or cause any unreasonable act or deed to be performed or any practice to be adopted or followed in, on or about said premises which shall cause or be likely to cause injury or damage to any person or to said premises or to the right-of-way

adjoining the premises. Lessee shall not permit, allow or cause any unreasonably noxious, disturbing or offensive odors, fumes, gases, smoke, dust, steam or vapors or any loud or disturbing noise, sound or vibration to originate on or be emitted from said premises. Lessee shall, at all times, keep said premises in an orderly condition and shall keep the entry ways adjoining the premises clean and free from rubbish and dirt. Lessee agrees to permit no waste of the property, but, on the contrary, to take good care of same, and, upon termination or expiration of this lease, to surrender possession of the same without notice in as good condition as at the commencement of the term or as they may be put in during the term of this lease. Lessee shall provide for the security of the premises and will notify the Baldwin County Sheriff's Department and the Lessor at any such time anyone damages such property. Lessee also shall notify the Lessor of any known safety hazards which may exist on the premises. If such hazard is determined by Lessor to be a result of any act or omission of the Lessee, then the Lessee shall correct such hazard at the request to do so.

Lessor, Lessor's agents or representatives shall not be liable for any loss of property of Lessee from said premises or for any damage to any property of Lessee, whether occasioned by war, act of God, act of man, riot, insurrection, or however occurring, except as may be directly from the failure of Lessor to perform any act required of Lessor under the terms of this agreement, after reasonable notice. Lessor, without liability to Lessee, shall have the right, and may, at any time, close the said premises whenever the same may become necessary in compliance with any law, order, regulation, or direction of any lawful authority or the agents, officers, or representatives thereof or, in the event of any public disturbance or like circumstance, which, in the judgment of Lessor, may appear proper or advisable, provided, however, that the

rental payments for such periods shall be abated, and, if such closure shall last more than sixty (60) days, Lessee or Lessor may terminate this lease as to any remaining term.

### **DEFAULT AND REMEDIES**

6. Although the Parties agree that the list below is NOT exhaustive in nature, the happening of any one or more of the following listed events, hereinafter referred to as defaults, shall constitute a breach of this lease agreement on the part of the Lessee, namely:

- (a) Filing by or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt, whether voluntary or involuntary;
- (b) The failure of Lessee to pay any rent payable under this lease agreement and any extension thereof when due;
- (c) The failure of Lessee to fully and promptly perform any act required of it in the performance of this lease or otherwise comply with any term or provision thereof;
- (d) The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets, or business of Lessee;
- (e) The levy of execution or attachment to other taking of property, assets, or the leasehold interest of Lessee, by process of law or otherwise, as satisfaction of any judgment, debt, or claim.

Upon the happening of any default, Lessor may without limitation, if Lessor elects to do

so:

- (a) Collect each installment of rental hereunder as and when the same matures; or
- (b) Terminate the term of this lease agreement without further liability to Lessee hereunder; or
- (c) Terminate Lessee's right to possession and occupancy of the premises without terminating the term of the lease agreement, and, in the event Lessor shall exercise this right of election, the same shall be effective as of the date of written notice of Lessor's election given by the latter to Lessee at any time after the date of such event of default.

Upon default of the term hereof, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession or of occupancy of the premises without termination of the term hereof, Lessee shall promptly surrender possession and vacate the premises and deliver possession thereof to Lessor. As a result of a default, if Lessor shall elect to terminate Lessee's right to possession only without terminating the term of this lease, Lessor, at Lessor's option, may enter the premises, remove Lessee's property and other evidences of tenancy, and take and hold possession thereof without such entry and possession terminating the term of this lease or otherwise releasing Lessee in whole or in part from Lessee's obligation to pay the rents herein reserved for the full term hereof.

All remedies of Lessor are cumulative and are in addition to any other remedies accruing by law. Lessee agrees to pay a reasonable attorney's fee and all costs if it becomes necessary to employ an attorney to enforce performance of any of the provisions of this lease or to obtain

possession of the leased premises or otherwise to exercise any option to enforce any right given to such party upon default by the other party of any term, condition, stipulation, or obligation of this lease; and each party expressly waives all exemption, whether a corporation or individual, under the laws of any state of The United States of America, as against the collection of any debt herein or hereby incurred or secured.

### **MISCELLANEOUS**

7. Improvements to Remain. It is distinctly understood that any improvements, except trade fixtures, made upon said premises during the term of this lease, shall remain with the premises and shall become the property of Lessor upon termination or expiration of this lease. It is further understood and agreed that no improvements shall be made upon said property without the prior written consent of Lessor, and, further, that Lessor shall not be required to give such written consent until it has been presented a written waiver of mechanics' or materialman's liens by the contractor to place said improvements on the property.

8. Eminent Domain. In the event that the whole or any part of said premises shall be taken by any public authority under the power of eminent domain or like power, then the term hereof shall terminate as to the part of the premises so taken, effective as of the date possession thereof shall be required to deliver pursuant to the final order, judgment or decree entered in the proceedings and exercise of such powers. All damages awarded to the taking of said premises or any part thereof shall be payable in the full amount thereof to, and the same shall be the property of Lessor, including, but not limited to, any sum paid or payable as compensation for the loss of value of the leasehold or loss of the fee of any part of the premises, and Lessee shall be entitled only to that portion of any award expressly stated to have been made to Lessee for the loss of its lease value and cost of removal of furniture and fixtures owned by the Lessee.

9. No Assignment or Transfer. Lessee shall not assign or in any manner transfer this lease or any estate, interest, or benefit therein to any options herein contained or sublet said premises or any part or parts thereof by anyone other than Lessee, except with the specified and considered consent of Lessor which will not be unreasonably withheld.

10. No Agency. Neither the execution of the LEASE nor the performance of any act pursuant to the provisions hereof, nor any other matter or provision hereunder, is intended or shall be deemed or construed to have the effect of creating an agency, a relationship of principal and agent or of a partnership or of a joint venture, between the Lessor and Lessee. Rather, the relationship between them shall be solely and exclusively that of Lessor and Lessee.

11. Invalid Provision. In the event that any paragraph or provision contained herein is deemed to be invalid for any reason whatsoever, the same shall be severed herefrom and the remaining portions of this LEASE shall remain in full force and effect.

12. Governing Law. This agreement is to be construed according to the laws of the State of Alabama.

13. Holding Over. Should Lessee without possession of the premises from Lessor after termination of this lease, whether by lapse of time or by election of either party or in any other manner provided herein or by law, the damages for which Lessee shall be liable to Lessor for such detention shall be, and hereby are, liquidated at sum equal to double the monthly rental installment payment stipulated herein for the period of such detention.

14. Relationship of Parties. The execution of this lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal or agent or partnership or joint venture, and the relationship between them shall be only that of landlord and tenant or lessor and lessee.

15. Number and Gender. Any use of the singular applies also to the plural, and vice-versa, and any use of the masculine refers also to the feminine, and vice-versa.

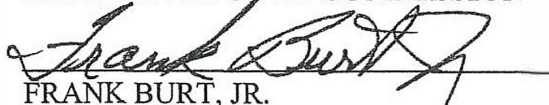
16. Failure to Strictly Perform. Failure of the Lessor to insist upon a strict performance of the terms, conditions and covenants herein contained shall not be deemed to be a waiver of any of the rights and remedies that the Lessor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants to be observed by the Lessee herein.

17. Entire Agreement. The LEASE constitutes the entire agreement between the parties. This LEASE shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, it being understood that the Lessee shall not assign its rights hereunder without the prior written consent of Lessor as hereinabove set forth.

IN WITNESS WHEREOF, the parties hereto have executed this LEASE AGREEMENT in one original, with each copy hereof to have the same force and effect as an original, on the day and year first written above.

**"LESSOR"**

**BALDWIN COUNTY COMMISSION**

  
FRANK BURT, JR.

As Its: Chairman

Date: 8/19/2008

**"LESSEE"**

Tommy Springer 8-14-08  
Tommy Springer /Date

Lucy Springer 8-14-08  
Lucy Springer /Date

**\*NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA                     )  
COUNTY OF BALDWIN                 )

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

Given under my hand and seal this the 19<sup>th</sup> day of August,  
2008.



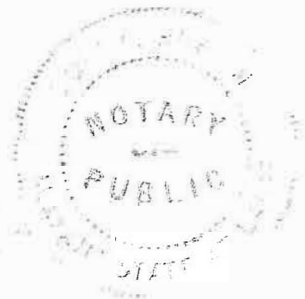
Kari D. Ruffin  
NOTARY PUBLIC

My Commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 13, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA                     )  
COUNTY OF BALDWIN                 )

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

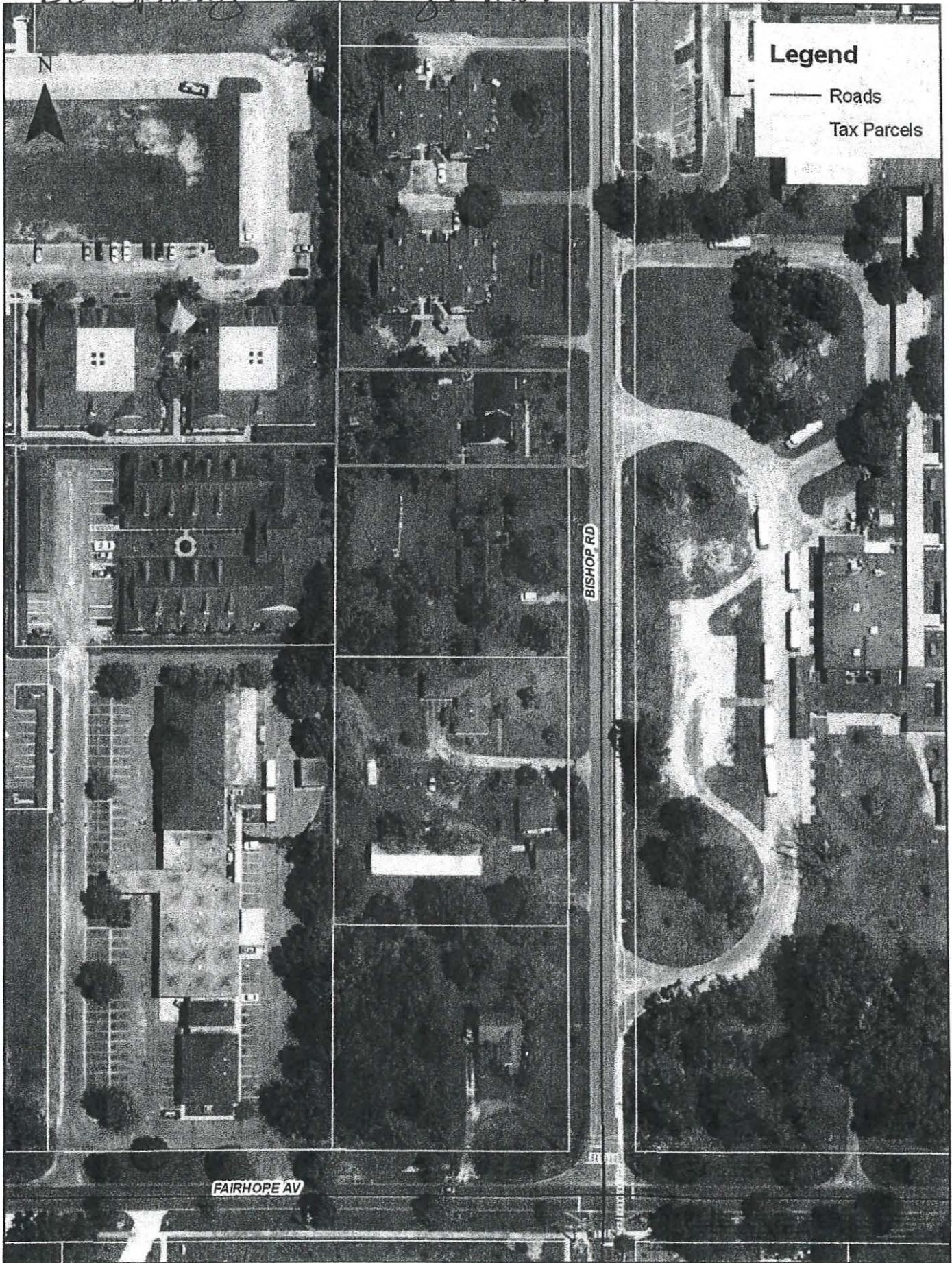
GIVEN under my hand and seal this the 14<sup>th</sup> day of August,  
2008.



Kari D. Ruffin  
NOTARY PUBLIC

My Commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 13, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

DC - Springer Lease Agreement - Exhibit A



STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

**PURCHASE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS** that this Purchase Agreement (hereinafter "AGREEMENT") is made by and between TOMMY SPRINGER and LUCY SPRINGER, (hereinafter "SELLER") and the Baldwin County Commission, Baldwin County, Alabama, a political subdivision of the State of Alabama, (hereinafter "BUYER").

WITNESSETH:

**WHEREAS**, pursuant to Agenda item numbered   J1  , as unanimously approved by the Baldwin County Commission in regular session assembled on August 19, 2008, BUYER authorized staff to proceed with the purchase of approximately .4 acres more or less of real property, together with all improvements thereon, located on Bishop Road, Fairhope, Alabama; and

**WHEREAS**, SELLER and BUYER wish to reduce to writing the said offer and acceptance by this AGREEMENT, and to provide for additional terms herein.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained within this AGREEMENT, the sufficiency of which is hereby acknowledged, BUYER and SELLER do hereby agree as follows:

1.     **RECITALS:**

The recitals stated above are incorporated by reference, as if fully set forth herein.

2. **PROPERTY:** SELLER agrees to sell and BUYER agrees to buy the property and all improvements located at the following address and based upon the terms and conditions herein set forth:

Property Mailing Address: 20609 Bishop Road  
Fairhope, Alabama 36532

Parcel Number: 46-05-16-0-000-021.000

From SE Corner of SE ¼ of the NW ¼ Section 16-62-2E N  
Along N S ½ section line 735' to POB W 231' S 85.5' E 231' N 85.8'  
To the POB.

The property is also described in the attached aerial photograph which is referred to as Exhibit "A."

3. **PURCHASE PRICE AND METHOD OF PAYMENT:** BUYER agrees to pay SELLER the total sum of Two Hundred Sixty Thousand Dollars and Zero Cents (\$260,000.00) for the subject Property, together with any and all structures, improvements, shrubbery, plantings, fixtures and appurtenances with said funds, to be paid upon the execution and delivery of a Warranty Deed.

4. **LEASE BACK:** At the time of closing, the Parties shall execute a twelve (12) month nonrenewable Lease Agreement, in substantially the same form as Attachment "\_\_\_" hereto, as if fully set forth; thereby, making the SELLER a tenant with a leasehold interest only in the Property.

5. **CLOSING DATE:** The closing of this transaction shall take place within ninety (90) days unless agreed upon by the parties in writing prior to the expiration of said ninety (90) day period. The closing agent is designated as Southern Land Title unless

otherwise agreed upon in writing by the parties. Time is of the essence and subject only to the provisions herein.

6. **TITLE TO PROPERTY:** Title shall be taken in the name of BALDWIN COUNTY, ALABAMA. The property is sold and is to be conveyed subject to present zoning and flood plan classification, utility easements, covenants, restrictions and building set back lines.

Notwithstanding anything written herein this Agreement, SELLER warrants and guarantees that he has full authorization to convey said property in the manner described herein.

7. **PROPERTY SURVEY:** In the event that the BUYER demands an accurate survey of the property prior to closing, then the BUYER shall bear the cost of the same, if any.

8. **REPRESENTATIONS AND WARRANTIES:** SELLER represents and warrants to BUYER the correctness, truthfulness and accuracy of the following representations and warranties:

a. **Authority Relative to this Agreement:** The execution, delivery and performance of this Agreement by SELLER will not (i) constitute a breach or a violation of any law, agreement, indenture, deed of trust, mortgage loan agreement or other instrument to which SELLER is a party, or by which SELLER is bound; (ii) constitute a violation of any order, judgment or decree to which SELLER is a party or by which SELLER's assets or properties are bound or affected; (iii) result in the creation of any lien, charge or encumbrance upon SELLER's assets or properties, except as stated herein.

b. Merchantable Title: SELLER has good and merchantable title to the real property as described herein. At closing, such property will be subject to no mortgage, pledge, lien conditional sales agreement, security agreement, encumbrance or charge, secure or unsecured.

c. Additional Warranties: SELLER warrants that they have not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, or alterations to the Property that have not been satisfactorily made.

d. Clear Title: SELLER and the BUYER agree that any encumbrances not herein excepted may be cleared at the time of closing from sales proceeds. SELLER shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property.

THE PROPERTY IS SOLD AND IS TO BE CONVEYED TO  
COUNTY INCLUDING CONVEYANCE OF ANY OIL, GAS AND/OR  
MINERAL RIGHTS NOT PREVIOUSLY CONVEYED, SUBJECT ONLY  
TO MATTERS CURRENTLY OF RECORD IN THE PROBATE RECORDS  
OF BALDWIN COUNTY.

9. CLOSING COSTS: SELLER hereby agrees to pay for deed preparation, and the cost of an owner's title policy of insurance in the amount of the purchase price. BUYER shall pay closing agent settlement fees and recording fees.

10. ENVIRONMENTAL INDEMNITY. SELLER shall unconditionally indemnify and hold BUYER harmless for any loss, liability or damage sustained by BUYER due to the presence of any hazardous substance located on the Properties or in connection with

the violation of any environmental law. This environmental indemnity shall survive this Agreement and be of continuing duration, other provisions herein notwithstanding.

11. **TITLE INSURANCE COMMITMENT:** The purchase is contingent upon the issuance of an adequate title insurance commitment by a company qualified to insure titles in Alabama insuring BUYER against loss on account of any defect or encumbrance in the title.

12. **PROPERTY TAXES:** Real property, ad valorem and personal property taxes, if any, for the current tax year for which the same are levied, imposed or assessed shall be prorated, and the responsibility of the SELLER as of the date of Closing.

13. **INSPECTION RIGHT:** Prior to the Closing Date, BUYER and its agents and contractors shall have the right to enter upon the Property at reasonable times to make surveys, soil tests and other studies thereof, provided that no structure or other improvement shall be disturbed. BUYER shall hold SELLER harmless concerning these investigations or any claims resulting from BUYER'S consultants. BUYER shall have also received, prior to the Closing Date as a condition precedent thereto, from BUYER'S designated inspector, a report that the Subject Improvements are, without limitation, free from material defects.

14. **GENERAL:**

a. **Waivers:** No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein or therein and in any documents delivered in connection

herewith or therewith. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

b. Notices: All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid, in writing to the other party.

c. Sections and Other Headings: This section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning of interpretations of this Agreement.

d. Governing Law: This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in, accordance with the laws of the State of Alabama. The parties herein agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Baldwin County, State of Alabama. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one (1) year subsequent to the date the cause(s) of action actually accrued, regardless of whether damages were otherwise as of said time calculable.

e. Time of the Essence: Time and timely performance are of the essence to this contract and of the covenants and provisions hereunder.

f. Successors and Assigns: Rights and obligations created by this contract shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Whenever used, the singular number shall include plural, the plural the singular, and the use of any gender shall include all genders.

g. Remedies Not Exclusive: No remedy herein conferred upon or reserved to the BUYER is intended to be exclusive of any other remedy or remedies, and BUYER retains each and every such remedy, now or hereafter existing at law or in equity or otherwise.

h. Survival of Representations and Warranties. Each of the parties to this Agreement covenant and agree that, whether or not so stated, their respective representations, warranties, covenants, statements, and agreements contained anywhere in this Agreement shall survive the Closing Date.

15. **INDEMNIFICATION:** SELLER agrees to indemnify and hold BUYER harmless from any and all fees or commissions payable to persons and firms retained by SELLER. Furthermore, SELLER agrees to defend, indemnify and hold BUYER harmless from and against any and all claims, notices, violations, orders or findings including without limitation, that said conveyance is in violation of any State or City ordinance or regulation. BUYER retains any and all rights or remedies at law against SELLER relating to any such claim, notice, violation, order or finding. This provision shall survive this Agreement.

16. **CASUALTY LOSS:** If, prior to transfer of title, the value of the Property is materially impaired by fire, casualty, act of God or exercise of eminent domain powers, BUYER (at BUYER's sole option) shall have the right to either (i) terminate this

Purchase Agreement by giving written notice to SELLER, or (ii) reduce the Purchase Price by an amount mutually agreed to compensate for the amount of the casualty loss. For purposes of this Purchase Agreement, "materially impaired" is defined as more than ten percent (10%) of the value of the Real Property being damaged or taken.

17. **INABILITY TO CONVEY TITLE:** Notwithstanding anything to the contrary herein, in the event SELLER is unable to convey title in accordance with the terms of this Purchase Agreement (whether because of a defect in title or otherwise) or to otherwise perform hereunder, then in such event this Purchase Agreement shall be null and void, and neither party shall have any liability to the other; provided, however, BUYER shall have the option to accept such title as SELLER can convey, without any claim against SELLER.

18. **MERGE CLAUSE:** All agreements, terms and conditions regarding this transaction between SELLER and BUYER are contained herein. The parties agree that there are no other agreements or transactions other than those stated herein and if any so exist they are merged within this document. If this Purchase Agreement shall contain any term or provision which shall be determined to be invalid or against public policy, then the remaining provisions of this Purchase Agreement shall not be affected and shall remain in full force and effect.

19. **PROPERTY ASSESSMENTS:** Property assessments which become a lien on the property prior to the execution of this Purchase Agreement shall be paid by the SELLER, without proration. Any public improvements, now installed but not yet a lien, shall be paid by BUYER.

20. **POSSESSION OF PROPERTY:** Possession of the property is to be given to BUYER at closing.
21. **DEFAULT:** In the event that SELLER fails to consummate this Agreement, BUYER shall have the right to pursue any remedy available at law or in equity as a result of such breach, including specifically, without limitation, (a) the right to enforce specific performance of the obligation of SELLER to execute the documents required to convey the Real Property to BUYER, and (b) the right to terminate this Agreement and thereafter recover damages against SELLER for breach by SELLER thereof.
22. **ENVIRONMENTAL ASSESSMENT REQUIRED:** A Phase I Environmental Assessment may be performed by Baldwin County prior to or at closing. In the event the BUYER chooses to obtain an Environmental Assessment, said assessment shall be completed prior to or at the time of closing.
23. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the BUYER and SELLERS regarding the Property and the purchase thereof, and supersedes all prior discussions, negotiations and agreements between BUYER and SELLERS, whether oral or written. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels unless provided for herein.
24. **EXHIBITS AND ATTACHMENTS:** Additional provisions set forth on all attached Exhibits as specifically noted herein or otherwise signed by all parties, are hereby made a part of this Agreement as if fully set forth and agreed to herein.
25. **NO WAIVER OF DEFAULT:** No delay or omission of BUYER to exercise any right or power arising upon the occurrence of any event of default shall impair any

such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and, every power and remedy given, by this Agreement and Alabama law, to BUYER shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of BUYER.

26. **NO BROKERAGE COMMISSION.** SELLER and BUYER agree that neither party has dealt or will deal with any real estate broker or salesperson with regard to the Properties.

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.**

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto and signed by an officer thereunto duly authorized and attested under the corporate seal of the Secretary of the Corporate party hereto, if any.

**SELLER:**

Tommy Springer 8/14  
To \_\_\_\_\_ pri \_\_\_\_\_ Date

Lucy M. Springer 8-14-08  
Lucy Springer Date

**BUYER:**

BALDWIN COUNTY, ALABAMA, a  
political subdivision of the State of Alabama

ATTEST:

Michael L. Thompson 8/19/08  
Michael L. Thompson Date  
Administrator

BY: Frank Burt, Jr. 8/19/08  
Frank Burt, Jr. Date  
Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, within and County and State, hereby certify that Tommy Springer and Lucy Springer, 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 14<sup>th</sup> day of August, 2008.

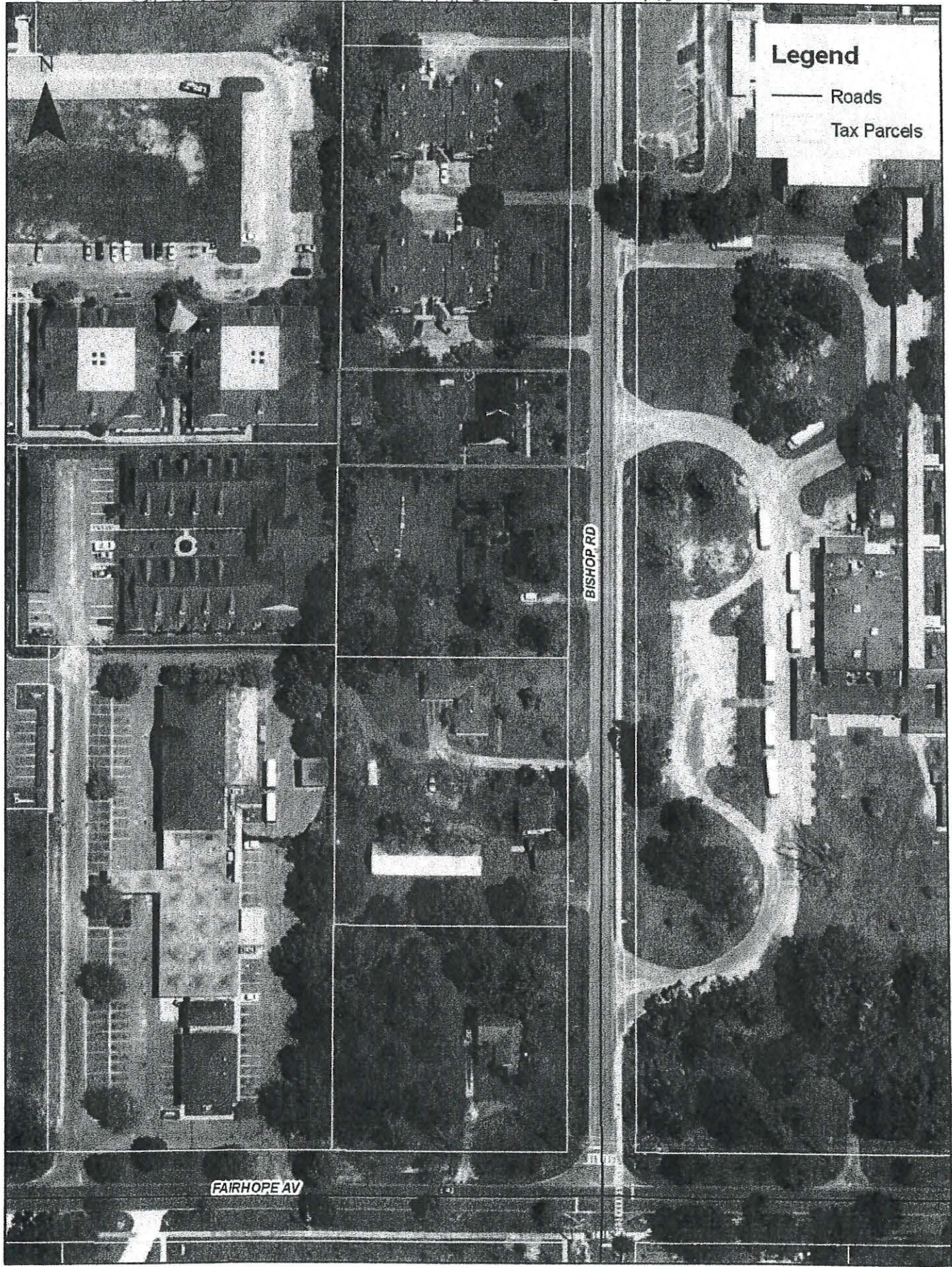


Dani L. Ruffin

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 13, 2008  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



WARRANTY DEED

STATE OF ALABAMA \*  
COUNTY OF BALDWIN \*

KNOW ALL MEN BY THESE PRESENTS, that IDELLA S. SANDELL, the unremarried widow of Emil Sandell, the Grantor, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable considerations hereby acknowledged to have been paid to the said Grantor by BALDWIN COUNTY, ALABAMA, the Grantee, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, subject to the provisions hereinafter contained, all that property in the County of Baldwin, State of Alabama, described as follows, to-wit:

From the Southeast Corner of the Northwest Quarter of Section 16, Township 6 South, Range 2 East, St. Stephens Meridian, run North 00 degrees 19' 00" East along the North-South Half Section line a distance of 40 feet; thence run West and parallel to the East-West Half Section line a distance of 30 feet to the West margin of Troyer Road (a/k/a Bishop Road); thence run North 00 degrees 19' 00" East and parallel to the said North-South Half Section line along the West margin of Troyer Road a distance of 200.00 feet to an iron pin marker for the POINT OF BEGINNING: Thence run West and parallel to said East-West Half Section line, 201.0 feet to an iron pin marker; thence run North 00 degrees 19' 00" East, and parallel to the North-South Half Section line 237.36 feet to an iron pin marker; thence run East and parallel to said East-West Half Section line, 201.0 feet to an iron pin marker on the West margin of Troyer Road; thence run South 00 degrees 19' 00" West along the West margin of Troyer Road, a distance of 237.36 feet to the POINT OF BEGINNING. Lot lies in the Southeast Quarter of the Northwest Quarter of Section 16, Township 6 South, Range 2 East, Baldwin County, Alabama.

SUBJECT TO, HOWEVER:

Existing roadway or right-of-way affecting the property described above.

Subject to right-of-way easement granted City of Fairhope, a municipal corporation, for the purpose of erecting and maintaining electrical transmissions and distribution lines along the East edge of the property described, as recorded in Deed Book 209, page 292, Baldwin County, Alabama Probate Records.

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances hereunto belonging, or

State of Alabama, Baldwin County  
I certify this instrument was filed  
and taxes collected on:

2000 August -30 1:47PM

Instrument Number 560795 Pages 2

Recording Mortgage

Deed Min Tax

Index PP

Archive

560795-

in anywise appertaining; TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever.

And, except as to the above and taxes hereafter falling due, which are assumed by the Grantee, the Grantor, for herself and for her heirs and assigns, hereby covenants with the said Grantee, its successors and assigns, that she is seized of an indefeasible estate in fee simple in and to said property, that said property is free and clear of all encumbrances, and she does hereby WARRANT AND WILL FOREVER DEFEND the title to said property, and the possession thereof, unto the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal on this the 29<sup>th</sup> day of August, 2000.

Idella S. Sandell (SEAL)  
IDELLA S. SANDELL

GRANTOR'S ADDRESS:

P.O. 515  
Silverhill AL 36576

GRANTEE'S ADDRESS:

P.O. 1488  
Bay Minette AL 36507

STATE OF ALABAMA \*

COUNTY OF BALDWIN \*

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that IDELLA S. SANDELL, 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 within instrument, she executed the same voluntarily on the day the same bears date.

August Given under my hand and seal on this the 29<sup>th</sup> day of August, 2000.

[Signature]  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:  
J. Alan Lipscomb  
Benton & Lipscomb  
Attorneys at Law  
P.O. Box 471  
Fairhope, Alabama 36533  
(334) 928-0282









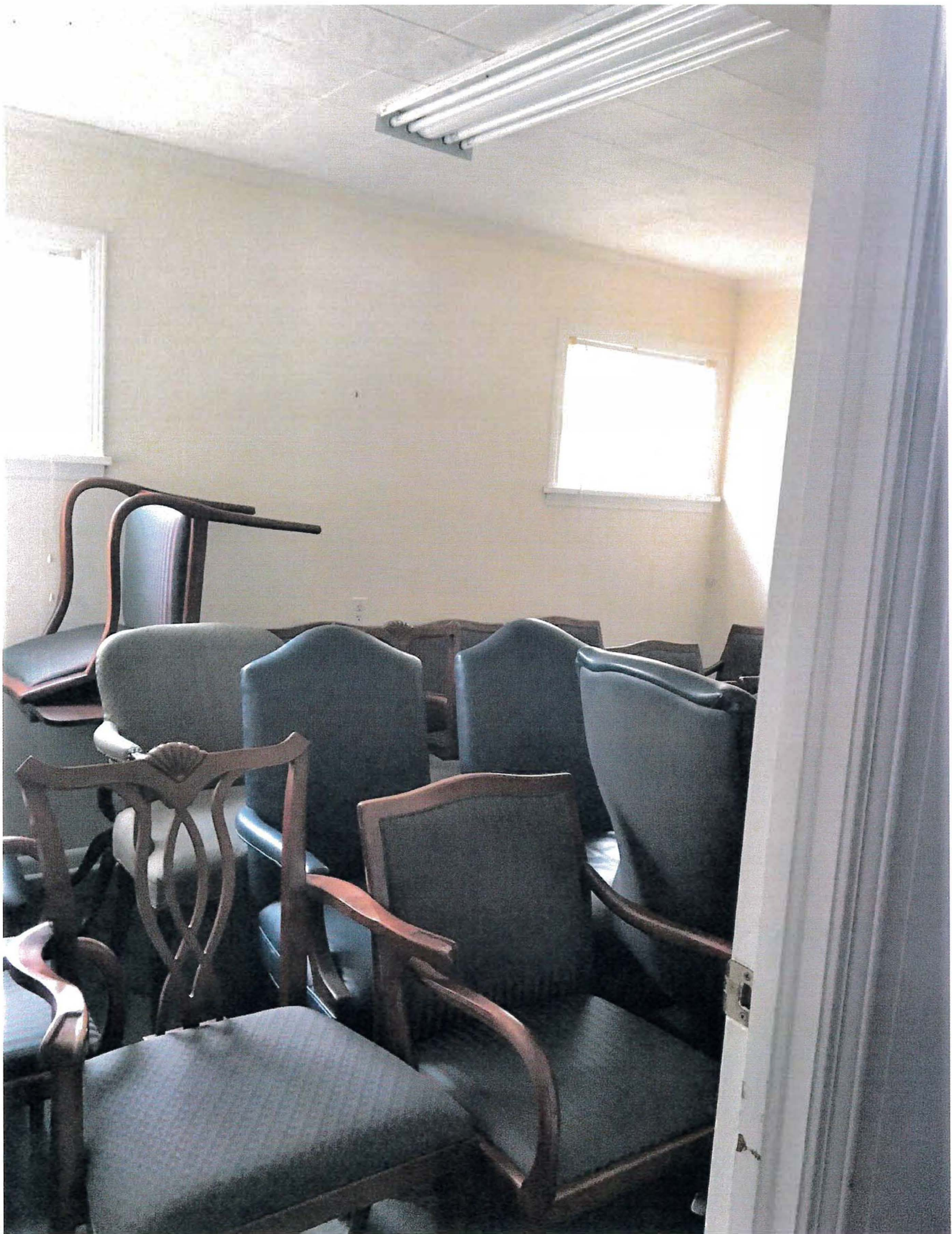
2448





















(S1) Handout from  
Ron Cink,  
Budget Director

**Meeting Type:** BCC Work Session

**Meeting Date:** 3/10/2020

**Item Status:** New

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

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

---

**ITEM TITLE**

Baldwin County Board of Education – Refinancing Long Term Debt and Levying of Taxes

**STAFF RECOMMENDATION**

Eddie Tyler, BOE Superintendent, and John Wilson, BOE Chief Financial Officer, will be in attendance to discuss the refinancing of the Baldwin County Board of Education's long-term debt and the continuance of the Baldwin County Commission to levy Board of Education taxes.

**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|

STATE OF ALABAMA       )  
COUNTY OF BALDWIN    )

**RESOLUTION (ORDINANCE) NO. 2020-\_\_\_\_**  
**OF**  
**THE BALDWIN COUNTY COMMISSION**

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

---

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

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

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

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

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

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

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

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

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairman, Baldwin County Commission

ATTEST:

\_\_\_\_\_  
County Administrator

Comparison Details	
Title	<b>compareDocs Comparison Results</b>
Date & Time	3/10/2020 10:28:57 AM
Comparison Time	0.61 seconds
compareDocs version	v4.3.200.37

Sources	
Original Document	[#05304598.DOCX] [v1] County Resolution New v1.DOCX
Modified Document	[#05303974.DOCX] [v1] County Resolution New.DOCX

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Insertions	5
Deletions	0
Changes	13
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	18

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<del>Deletions</del>	
<u>Moves</u> / <del>Moves</del>	
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Paragraph Style Changes	
Character Style Changes	
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Deleted cells	
Merged cells	
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

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Character Level	Word	False
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Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

Addendum (52)  
Handout from Ron Cmk,  
Budget Director



SEN. CHRIS ELLIOTT  
DISTRICT 32

REP. MATT SIMPSON  
DISTRICT 96

REP. T. JOE FAUST  
DISTRICT 94

REP. STEPHEN A. MCMILLAN  
DISTRICT 95

## BALDWIN LEGISLATIVE DELEGATION CONSTITUENT SERVICES

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POST OFFICE BOX 776  
BAY MINETTE, ALABAMA 36507

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Fax: (251) 580-1645

Cliff McCollum, Director



SEN. GREG ALBRITTON  
DISTRICT 22

REP. HARRY SHIVER  
DISTRICT 64

REP. ALAN BAKER  
DISTRICT 66

March 9, 2020

Baldwin County Commission

Baldwin County Administrator Wayne Dyess

312 Courthouse Square

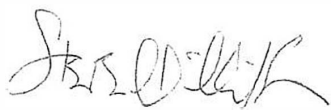
Bay Minette, AL 36507

Commissioners:

The Baldwin County Legislative Delegation hereby asks the Baldwin County Commission to authorize county staff to prepare an offer on 69.5 acres of property in the Holley Creek Tract north of the existing Fort Mims property in Township 3 North, Range 2 East Baldwin County. The property is part of a grant proposal initiated by the Baldwin County Legislative Delegation from the American Battlefield Protection Program, which has cited Fort Mims as a Priority I Battlefield for the War of 1812, the highest designation the group awards. If awarded, the grant will be a matching grant, with 50 percent coming from the ABPP.

The Baldwin County Legislative Delegation also hereby authorizes payment from the Baldwin County Community Capital Fund (Fund 744) to the Baldwin County Commission of up to \$75,000 upon the successful receipt of a Battlefield Land Acquisition Grant from the American Battlefield Protection program to serve as the 50 percent match for the applied for grant. These funds are being used for the public purpose of preserving a vital part of our county and nation's history and protecting these lands for future public use and enjoyment.

Sincerely,



Steve McMillan

Alabama House District 95



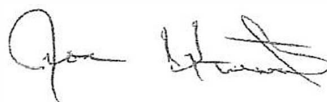
Matt Simpson

Alabama House District 96



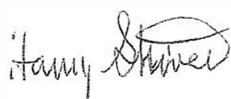
Alan Baker

Alabama House District 66



Joe Faust

Alabama House District 94



Harry Shiver

Alabama House District 64



Greg Albritton

Alabama Senate District 22



Chris Elliott

Alabama Senate District 32

## Application Instructions

The funding opportunity is announced via Grants.gov, but the ABPP is not accepting submissions through Grants.gov at this time. Application packages must be submitted in hard copy. The ABPP will not accept faxed or e-mailed application packages. The ABPP will not act on incomplete application packages. The ABPP will accept application packages from government applicants or, where applicable, from the proposed non-profit sub-grantee. Each application package must include the following elements:

### 1) Cover Sheet/Check List

Applicants must complete the Battlefield Land Acquisition Grants Cover Sheet/Check List (see below) with an original signature of an authorizing official within the applicant's organization. The name of the battlefield, identifying number, and its priority listing should be written as they appear in the 1993 CWSAC *Report on the Nation's Civil War Battlefields* or the 2007 *Report to Congress on the Historic Preservation of Revolutionary War and War of 1812 sites in the United States*.

### 2) Standard Form 424 – Application for Federal Assistance

The Standard Form 424 (SF424) Application for Federal Assistance is to be completed by the **government sponsor**. The responsible official of the government sponsor must sign this form, not the official at the non-profit organization. The SF424 can be found [here](http://www.nps.gov/abpp/grants/LWCF/LWCFSF424.doc). (<http://www.nps.gov/abpp/grants/LWCF/LWCFSF424.doc>).

### 3) Standard Form 424A - Budget Information for Non-Construction Projects

The Standard Form 424A (SF 424A) Budget Information for Non-Construction Projects can be completed by the government sponsor or non-profit applicant. Be sure to include the purchase price and associated closing costs in the budget calculation. The SF 424A and instructions can be found [here](http://www.grants.gov/web/grants/forms/sf-424-family.html#sortBy=1) (<http://www.grants.gov/web/grants/forms/sf-424-family.html#sortBy=1>).

### 4) Certification Letter – Acknowledgement of 6(f)(3) and Matching Fund Disclosure

Applicants must provide a letter, signed by or on behalf of the head of the agency or organization (or their designee), certifying the accuracy of the information included in the application package. This letter must acknowledge that the applicant understands that Section 6(f)(3) of the Land and Water Conservation Act of 1965 applies, in perpetuity, to the land proposed for purchase using LWCF funds, and that the applicant accepts the perpetual land use restrictions of Section 6(f)(3).

The letter must also disclose all sources of secured matching funds making up the required non-Federal match. In the letter, the applicant must certify that the non-Federal matching funds are either "in-hand" or otherwise committed at the time of application.

Parties committing matching funds must provide a letter to the applicant verifying their contribution. These letter(s) must be included with the application package. If third parties will not commit matching funds without the leverage provided by this grant, applicants must provide a letter from potential funding sources guaranteeing that receipt of a Battlefield Land Acquisition Grant will release matching funds.

Applicants who have not yet secured matching funds must submit a specific, credible plan for raising the necessary matching funds in a timely manner (usually within 120 days of award of Battlefield Land Acquisition Grant). The plan must identify potential sources of funds and include a proposed schedule for securing funds or commitments of funds.

For the purposes of this program, applicants may use a loan as non-Federal match. However, if the loan is secured by the land to be acquired, the lending institution must agree, in writing, that it will subordinate its own interest in the property to the terms of the grant, especially the 6(f)(3) "non-conversion" and conservation easement requirements. The applicant must include this explicit, written agreement from the lending institution in the proposal package. (This provision is not required if the Battlefield Land Acquisition Grant will retire the entire debt.)

### 5) Statement of Threat

Applicants must include a statement that demonstrates the nature, extent, and level of severity of the threat(s) to the battlefield landscape and/or known battlefield archeological resources. Explain how and to what extent the proposed acquisition addresses and mitigates the described threat(s). In cases of minimal threats, provide a compelling reason for why the acquisition of the property **at this time** is the most appropriate preservation strategy for the battlefield.

### 6) Property Use Statement

Applicants must include a statement that explains the current and proposed future use of the parcel(s). Provide the parcel(s) current land use (e.g. residential, agricultural, industrial, etc.), proposed or known future land use(s), a list of current structures on the parcel(s) and their approximate age, and any planned alterations to those structures and/or the

battlefield landscape. In cases where a property is currently in commercial use (excluding agricultural uses), the ABPP requires that the commercial activity cease within two (2) years of the purchase. Areas where probable/known new construction not relating to the property as a battlefield is proposed should not be included in the acreage purchased using these Federal grant funds. Those areas can be purchased solely from non-federal matching funds, but will not be subject to LWCF Act Section 6(f)(3) provisions. See the LWCF Battlefield Land Acquisition Grant Manual for more information.

#### **7) Battlefield and Parcel Map**

Applicants must document that the proposed acquisition lies within the battlefield's Core and/or Study Area. Include a USGS 1:24,000 scale, 7.5 minute **topographic** map (or similar) marked with the boundaries of the battlefield's Core and Study Areas and marked with the boundary of the parcel(s) to be acquired. Applicants may submit a GIS shapefile of the parcel boundary instead of a paper map. If submitting GIS data, applicants must ensure that the parcel shapefile includes Federal Geographic Data Committee compliant metadata and can be read with ESRI ArcGIS 10.x.

#### **8) Willing Seller**

Applicants must demonstrate in writing that the owner of the property to be acquired is willing to sell or donate the land at an agreed-upon price. Acceptable documentation includes a signed contract or contingent contract to buy the land, or a signed letter from the owner indicating willingness to enter into such a contract at a specified price.

#### **9) Government Sponsor/Grantee**

Non-profit applicants must include a letter from the State or local government sponsor indicating its agreement to receive and administer the Battlefield Land Acquisition Grant for the proposed acquisition.

#### **10) Agreement to Hold Easement or Preservation Letter**

In cases where the State will not take ownership of the land to be acquired, applicants must include a letter from the appropriate State Historic Preservation Office (or other agency acceptable to the NPS) indicating its agreement to hold the required preservation easement in perpetuity.

#### **11) Schedule for Acquisition**

Applicants must include a schedule for completion of the acquisition, noting final tasks and closing date.

**\* AN APPLICATION PACKAGE IS NOT COMPLETE UNLESS IT MEETS ALL OF THE APPLICATION PACKAGE REQUIRED ELEMENTS\***

### **Application Deadlines**

Applicants may submit their proposals to the NPS at any time, with grant awards made as funds are available. The NPS will review all **complete** application packages as they are received. The NPS will review projects at Priority I and II battlefields of within 60 days of receipt of a **complete** application package. The NPS will review projects at Priority III and IV battlefields after it considers pending Priority I and II application packages but no later than 120 days after receipt of a **complete** application package. If an applicant at a Priority III or IV battlefield gives a compelling reason to expedite a decision on an application package, the NPS may agree to do so.

### **Where to Send Applications**

#### **Via Courier Service (Fed Ex, UPS, DHL) or U.S. Postal Service\***

American Battlefield Protection Program  
National Park Service  
1849 C Street, NW  
Room 7228  
Washington, D.C. 20240  
(202) 354-2037

\*Note: U.S. Postal Service mail will be irradiated as a precaution before it is delivered. The irradiation process can cause **significant delays** in delivery. It will also damage materials such as photographs.

### **Contacting the ABPP**

Please address any questions or requests to ABPP Staff at [abpp@nps.gov](mailto:abpp@nps.gov), or by phone at (202) 354-2037.

# Township 3 North, Range 2 East Baldwin County, Alabama

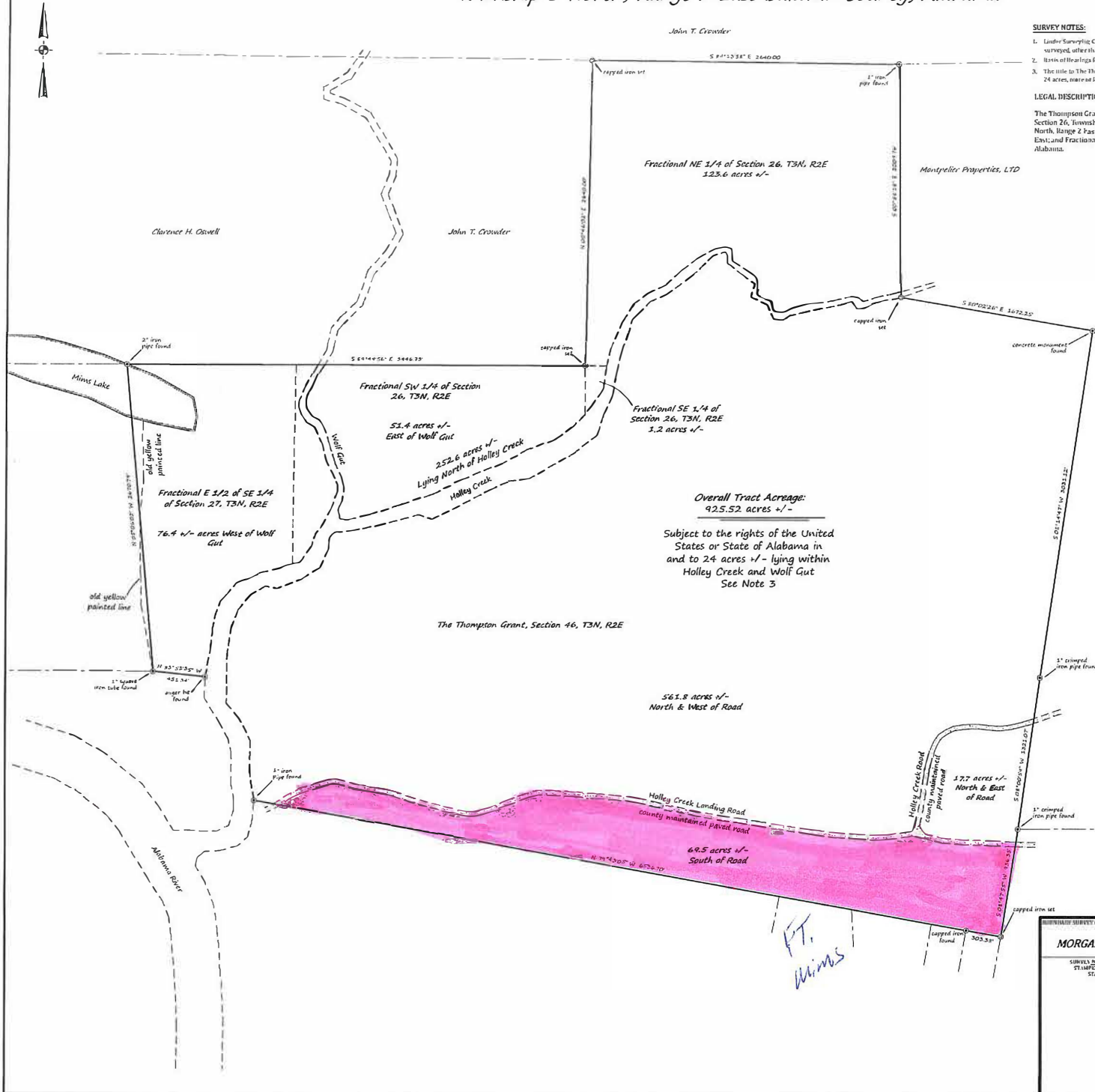
0 550 1100  
SCALE: 1"=550'

## SURVEY NOTES:

1. Linder Surveying Consultants and signing Land Surveyor accept no responsibility for right-of-way easements, restrictions of record or other matters affecting title to lands surveyed, other than those recited in current deed and/or other instruments of record.
2. Basis of bearings for this survey is the Alabama State Plane Coordinate System West Zone, NAD 1983 (2011), as determined by state GPS observations.
3. The title to the Thompson Grant calls to the Southern boundary of Holley Creek, plus the parcels lying North and West of said creek are subject to the balance of the 24 acres, more or less, lying within Holley Creek and Wolf Gut.

## LEGAL DESCRIPTION:

The Thompson Grant, Section 46, Township 3 North, Range 2 East; Fractional Northeast Quarter of Section 26, Township 3 North, Range 2 East; Fractional Southwest Quarter of Section 26, Township 3 North, Range 2 East; Fractional East Half of Southeast Quarter of Section 27, Township 3 North, Range 2 East; and Fractional Southeast Quarter of Section 26, Township 3 North, Range 2 East, Baldwin County, Alabama.



Overall Tract Acreage:  
925.52 acres +/-

Subject to the rights of the United States or State of Alabama in and to 24 acres +/- lying within Holley Creek and Wolf Gut See Note 3

## SURVEYOR'S CERTIFICATE:

I, Jason M. Linder, hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Jason M. Linder, PLS  
Alabama Registration No. 31762

## MORGAN IRREVOCABLE TRUST PROPERTY

SURVEY NOT VALID UNLESS  
STAMPED BY BALDWIN  
COUNTY SEAL

SCALE:	FINAL FIELD DATE:
1"=550'	10/18/2019
DRAWN BY:	DATE OF DRAWING:
J.M.L.	10/22/2019
SHEET:	REVISION:
1 OF 1	

## LINDER SURVEYING CONSULTANTS, LLC

4330 COUNTY ROAD 3  
MILLERY, AL 36558  
O: 251.542.9334 C: 251.295.2900



CERTIFICATE OF ACCURACY: BALDWIN COUNTY, AL, 10/22/2019