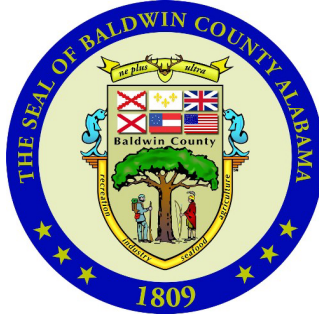


# **Baldwin County Commission**



## **Baldwin County Commission Regular Meeting Agenda**

**Tuesday, September 4, 2018  
8:30 AM**

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

District 1 – Commissioner Frank Burt, Jr., Chairman  
District 2 – Commissioner Chris Elliott  
District 3 – Commissioner Tucker Dorsey  
District 4 – Commissioner Charles F. Gruber, Vice Chairman

Ronald J. Cink, County Administrator

All supporting documentation for the agenda can be viewed in the File ID link of each item. Supporting materials added or revised after the initial publication are denoted by an asterisk.

## **A WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE**

Welcome by Frank Burt, Jr., Chairman

Invocation by Pastor James E. Richardson, III, Tate Creek Missionary Baptist Church, Little River

Pledge of Allegiance

## **ADOPTION OF MINUTES**

July 23, 2018, Special (Budget) Meeting

August 21, 2018, Regular Meeting

## **B CONSENT**

### **BA ADMINISTRATION**

- |            |  |                                |
|------------|--|--------------------------------|
| <b>BA1</b> | Baldwin County Eastern Shore Health Care Authority - Board Appointments                        | <a href="#"><u>18-0877</u></a> |
| <b>BA2</b> | Ono Island Water, Sewer and Fire Protection Authority - Board Appointment                      | <a href="#"><u>18-0886</u></a> |
| <b>BA3</b> | Revision of Baldwin County Commission Policy #2.6 - Alcohol License Applications               | <a href="#"><u>18-0879</u></a> |
| <b>BA4</b> | Revision of Baldwin County Commission Policy #2.13 - Public Records Access and Rates Schedule  | <a href="#"><u>18-0888</u></a> |
| <b>BA5</b> | Absentee Election Duties Related to the 2018 Statewide General Election                        | <a href="#"><u>18-0885</u></a> |
| <b>BA6</b> | City of Fairhope - Request for the Use of One Baldwin Regional Area Transit System (BRATS) Bus | <a href="#"><u>18-0889</u></a> |
| <b>BA7</b> | City of Fairhope - Annexation Notification   | <a href="#"><u>18-0892</u></a> |
| <b>BA8</b> | Mutual Cooperative Promotional Agreement with AT&T Alabama for the South Alabama Mega Site     | <a href="#"><u>18-0884</u></a> |

### **BE BUDGET/PURCHASING**

- |            |  |                                |
|------------|--|--------------------------------|
| <b>BE1</b> | Competitive Bid #WG18-28A - Provision of Bag Ice for the Baldwin County Commission                       | <a href="#"><u>18-0873</u></a> |
| <b>BE2</b> | Competitive Bid #WG18-38 - Provision of Alternate Daily Cover Material for the Baldwin County Commission | <a href="#"><u>18-0875</u></a> |

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**BE3** Competitive Bid #WG18-39 - Annual Rental of Portable Toilets for the Baldwin County Commission [18-0876](#)

**BE4** Competitive Bid #WG18-40 - Provision of Bituminous Materials for the Baldwin County Commission [18-0878](#)

**BE5** Competitive Bid #WG18-41 - Provision of Labor and Equipment for Asphalt Placement for the Baldwin County Commission [18-0880](#)

**BE6** Renovations of the Court Reporter's Office for Courtroom #1 Area in the Baldwin County Courthouse [18-0881](#)

**BE7** Appropriation Agreement Aligned to the Baldwin County Fiscal Year 2017-2018 County Budget - Cindy Haber Center, Inc. [18-0894](#)

**BN HIGHWAY**

**BN1** Revision of Baldwin County Commission Policy #9.11 - License Agreement Between Baldwin County and Citizens/Corporations for Work on County Right-of-Ways [18-0893](#)

**BP PERSONNEL**

**BP1** Revenue Commission (Re-Appraisal) - Personnel Changes [18-0883](#)

**BP2** Solid Waste Department - Employment of Three (3) Solid Waste Technicians [18-0882](#)

**C PRESENTATIONS**

**CA GENERAL**

**CA1** Proclamation - Baldwin County Fair Week - September 18-22, 2018 [18-0731](#)

**D PUBLIC HEARINGS**

**DQ PLANNING AND ZONING**

**DQ1** Case No. Z-18038 - Godbold Property Rezoning [18-0887](#)

**E COMMITTEE REPORTS**

**EA FINANCE/ADMINISTRATION DIVISION**

**EA1** Payment of Bills [18-0851](#)

**EA2** Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [18-0852](#)

**EB ROAD AND BRIDGE DIVISION**

**F ELECTED OFFICIAL REQUESTS**

**G OTHER STAFF RECOMMENDATIONS**

**GE BUDGET/PURCHASING**

**GE1** Competitive Bid #WG18-37 - Provision of Closed Top Recycling Roll Off Containers for the Baldwin County Commission [18-0874](#)

**GM FINANCE AND ACCOUNTING**

**GM1** IRS Audit General Obligation Warrants, Series 2013 [18-0897](#)

**GN HIGHWAY**

**GP PERSONNEL**

**GP1** Blue Cross Blue Shield - Enrollment Agreement for 2019 [18-0891](#)

**H COMMISSIONER REQUESTS**

**HA COMMISSION DISTRICT 1**

**HB COMMISSION DISTRICT 2**

**HC COMMISSION DISTRICT 3**

**HD COMMISSION DISTRICT 4**

**I ADDENDA**

**J ADMINISTRATIVE REPORT**

**K COUNTY ATTORNEY'S REPORT**

**L ANNOUNCEMENTS**

**M PUBLIC COMMENTS**

**N PRESS QUESTIONS**

**O COMMISSIONER COMMENTS**

**P ADJOURNMENT**





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0877, **Version:** 1

**Item #:** BA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Ronald J. Cink, County Administrator

**Submitted by:** Keri E. Green, Administrative Support Specialist III

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### **ITEM TITLE**

Baldwin County Eastern Shore Health Care Authority - Board Appointments

### **STAFF RECOMMENDATION**

Related to the Baldwin County Eastern Shore Health Care Authority Board, take the following actions:

- 1) Re-appoint Mrs. Emalyn Johnson as a member of the Board of Directors for slot #4, for the remaining unexpired six (6) year term, which began on April 30, 2018, and will expire on April 30, 2024; and
- 2) Re-appoint Mr. John Baker as a member of the Board of Directors for slot #5, for the remaining unexpired six (6) year term, which began on April 30, 2018, and will expire on April 30, 2024; and
- 3) Re-appoint Mr. Marion (Tut) Wynne as a member of the Board of Directors for slot #9, for the remaining unexpired six (6) year term, which began on April 30, 2018, and will expire on April 30, 2024.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

#### **Background:**

On August 22, 2018, the Board of Directors of the Baldwin County Eastern Shore Health Care Authority (Authority) adopted a Resolution whereby the Authority proposed a list of three (3) nominees, as follows, for appointment to the Board of Directors:

Ms. Emalyn Johnson (Slot #4)

Mr. Marion "Tut" Wynne (Slot #5)

Mr. John Baker (Slot #9)

On August 24, 2018, Commission staff received correspondence from the Baldwin County Eastern

Shore Health Care Authority ("Board"), including a certified copy of the Resolution (attached) adopted by the Baldwin County Eastern Shore Health Care Authority, which submits said nominees to the Board of Directors of the Authority for Commission approval, as required by §22-21-352, Code of Alabama 1975.

The aforementioned certified copy of the Resolution is required to be adopted by the Authority and caused to be filed with the Commission within statutorily set time parameters [not more than 90 nor less than 10 days prior to the expiration of such term of office (or in case of a vacancy resulting from the death or resignation of any such director or from a cause other than the expiration of the stated term of office of any such director, within 30 days following the occurrence of such vacancy)] and in resolution / certified form, pursuant to Alabama law, specifically, §22-21-352, Code of Alabama 1975.

The Commission can choose only one (1) nominee, of the three (3) nominees, for each of the three (3) seats or places related to the pending vacancies, respectively.

Further, please note that there remain no "required qualifications" set forth in §22-21-310, et seq., Code of Alabama 1975 for citizens to be appointed to the Authority. However, within §22-21-316, Code of Alabama 1975, such "required qualifications" are self-imposed by the Authority through their Certificate of Incorporation [in this case Certificate of Reincorporation], as amended, which requires that they only "reside in Baldwin County, Alabama."

Lastly, there is a provision in §22-21-316 (b) Code of Alabama 1975 which requires appointments to be made no earlier than thirty (30) days prior to the date such director is to take office [i.e. the County Commission can't make appointments thirty-one (31) days or more in advance to the date the said director(s) is (are) to take office]. The Commission is compliant with this provision.

On August 28, 2018, the Commission discussed the Board Appointments at the work session. Staff has verified that the nominees reside in Baldwin County.

## **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

## **LEGAL IMPACT**

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

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration to send correspondence to the following:  
Baldwin County Eastern Shore Health Care Authority  
Post Office Drawer 929  
Fairhope, Alabama 36532

Mrs. Emalyn Johnson  
9591 Highway 104  
Fairhope, Alabama 36532

Mr. Marion (Tut) Wynne  
711 Greenwood Avenue  
Fairhope, Alabama 36532

Mr. John Baker  
Post Office Box 395  
Fairhope, Alabama 36532

cc:  
Ormand P. Thompson, III, President - [ormand.thompson@infirmarhealth.org](mailto:ormand.thompson@infirmarhealth.org)  
Susan Hunt, Assistant - [susan.hunt@infirmarhealth.org](mailto:susan.hunt@infirmarhealth.org)  
Ron Cink, County Administrator

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

**Additional instructions/notes:** N/A



**Thomas Hospital**  
INFIRMARY HEALTH

More devoted to *Your* life.

RECEIVED  
AUG 24 2018  
BY: [Signature]  
4BCC  
RC  
KC

August 15, 2018

Chairman Frank Burk  
Baldwin County Commission  
212 Courthouse Square  
Bay Minette, Alabama 36507

Dear Mr. Chairman and Honorable Commissioners:

On behalf of the Baldwin County Eastern Shore Health Care Authority Board of Directors, the board unanimously approved the following to fill the three Director positions currently up for renewal. These nominations are respectfully submitted to the Baldwin County Commission for its consideration.

**Board position #1 (Mrs. Emalyn Johnson)**

Mrs. Emalyn Johnson  
9591 Highway 104  
Fairhope, Alabama 36532

Mr. Tim Simmonds  
112 Fels Avenue  
Fairhope, Alabama 36532

Dr. Brian Dearing  
188 Hospital Drive Suite 100  
Fairhope, Alabama 36532

**Board position #2 (Mr. Marion "Tut" Wynne)**

Mr. Marion (Tut) Wynne  
711 Greenwood Avenue  
Fairhope, Alabama 36532

Mr. Kerry O'Connor  
30328 Crepe Myrtle Court  
Spanish Fort, Alabama 36527

Dr. Jimmie Gavras  
188 Hospital Drive Suite 200  
Fairhope, Alabama 36532

**Board position #3 (Mr. John Baker)**

Mr. John Baker  
Post Office Box 395  
Fairhope, Alabama 36532

Mr. Tucker Dorsey  
Post Office Box 2142  
Daphne, AL 36526

Mr. Ed Brinson  
407 Pomelo Street  
Fairhope, Alabama 36532

The board members respectfully request Mrs. Emalyn Johnson (Chairman), Mr. Tut Wynne and Mr. John Baker (Treasurer) be reappointed to the Board as they all wish to continue to serve the Hospital and have done so in an outstanding manner.

As our community continues to grow, Thomas Hospital has expended to meet the needs of the communities we serve and we believe it is in the best interest of the Hospital and the community to allow Mrs. Johnson, Mr. Wynne and Mr. Baker to continue to serve. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Emalyn Johnson". The signature is fluid and elegant, with the first name and last name clearly distinguishable.

Emalyn Johnson

Chairman

Baldwin County Eastern Shore Health Care Authority

EJ/smh



### CERTIFICATION

We, the undersigned, Chairman and Secretary of the Baldwin County Eastern Shore Health Care Authority, do hereby certify the following to be a true and correct copy of a Resolution passed by the Board of Directors of said corporation at a meeting held on August 22, 2018 in accordance with its Articles of Reincorporation and Bylaws.

Emalyn Johnson  
Chairman, Baldwin County Eastern Shore  
Health Care Authority

Tommie Conaway  
Secretary, Baldwin County Eastern Shore  
Health Care Authority

### RESOLUTION

Resolved by the Board of Directors of the Baldwin County Eastern Shore Health Care Authority that the following names be submitted to the Baldwin County Commission for its consideration in accordance with the Articles of Reincorporation and Bylaws of this corporation and the laws of the State of Alabama. The terms will be in effect until April 2024.

**Board position #1 (Mrs. Emalyn Johnson)**

Mrs. Emalyn Johnson  
9591 Highway 104  
Fairhope, Alabama 36532

Mr. Tim Simmonds  
112 Fels Avenue  
Fairhope, Alabama 36532

Dr. Brian Dearing  
188 Hospital Drive Suite 100  
Fairhope, Alabama 36532

**Board position #2 (Mr. Marion "Tut" Wynne)**

Mr. Marion (Tut) Wynne  
711 Greenwood Avenue  
Fairhope, Alabama 36532

Mr. Kerry O'Connor  
30328 Crepe Myrtle Court  
Spanish Fort, Alabama 36527

Dr. Jimmie Gavras  
188 Hospital Drive Suite 200  
Fairhope, Alabama 36532

**Board position #3 (Mr. John Baker)**

Mr. John Baker  
Post Office Box 395  
Fairhope, Alabama 36532

Mr. Tucker Dorsey  
Post Office Box 2142  
Daphne, AL 36526

Mr. Ed Brinson  
407 Pomelo Street  
Fairhope, Alabama 36532

# BALDWIN COUNTY EASTERN SHORE HEALTH CARE AUTHORITY

**Thomas Hospital  
Post Office Drawer 929  
Fairhope, Alabama 36532  
(251) 928-2375 Hospital Main**

**Ormand P. Thompson, III, President, email: [ormand.thompson@infirmaryhealth.org](mailto:ormand.thompson@infirmaryhealth.org)  
Susan Hunt, Assistant, tel: (251) 279-1501, email: [susan.hunt@infirmaryhealth.org](mailto:susan.hunt@infirmaryhealth.org)**

## General Board Information:

Appointed by Baldwin County Commission

Nine (9) members

Term of each member is six (6) years

All members must reside in Baldwin County

Originally incorporated as "Baldwin County Eastern Shore Hospital Corporation" in 1956

Reincorporated as "Baldwin County Eastern Shore Health Care Authority" in 1989

Statutory Authority - §22-21-310, et seq., Code of Alabama 1975

## Important:

In the event of a Vacancy (**Due to pending term to expire**) - Authority shall nominate three (3) names for each place that is to become vacant by Resolution of Authority which is certified and forwarded to County Commission not more than 90 days, nor less than 10 days, prior to the expiration of a respective term. If forwarded Resolution which was certified in above stated timelines, County Commission shall choose one (1) name, of the three (3) names, for each place that becomes vacant. Notwithstanding the aforementioned, the County Commission reserves any authority granted by Alabama law.

In the event of a Vacancy (**Due to a death**) - Authority Shall nominate three (3) names for each place that is vacant by Resolution of Authority which is certified and forwarded to County Commission within 30 days following such death. If forwarded Resolution which was certified in above stated timelines, County Commission shall choose one (1) name, of the three (3) names, for each place that is vacant. Notwithstanding the aforementioned, the County Commission reserves any authority granted by Alabama law.

SLOT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
1	Clarence Bishop 16151 Greeno Road Fairhope, AL 36532	Reappointed 06/07/2016 for a pro-rata reduced term	6 years	04/30/2022
2	Dr. Richard A. Roh P.O. Drawer 1045 Fairhope, AL 36533	Reappointed 06/07/2016 for a pro-rata reduced term	6 years	04/30/2022
3	Mrs. Tommie Conaway P.O. Box 1021 Daphne, AL 36526	Reappointed 06/07/2016 for a pro-rata reduced term	6 years	04/30/2022
4	<u>Mrs. Emalyn "Em" Johnson</u> 9591 Highway 104 Fairhope, AL 36532	Reappointed 04/17/2012 term to commence 4/30/2012	6 years	04/30/2018
5	John Baker Post Office Box 395 Fairhope, AL 36532	Appointed 06/19/2012 for the balance of pro-rata reduced term to fill the place seat formerly held by Tim Rosson  (BCC formally accepted resignation of Tim Rosson 06/19/2012)	6 years	04/30/2018
6	David Sutley 12495 A Myrtle Street Fairhope, AL 36532	Reappointed 04/01/2014 2014 term continuing from 04/30/2014	6 years	04/30/2020

**BALDWIN COUNTY EASTERN SHORE HEALTH CARE AUTHORITY – Cont.**

<b>SLOT</b>	<b>MEMBERS</b>	<b>APPOINTED/REAPPOINTED</b>	<b>TERM OF OFFICE</b>	<b>EXPIRATION DATE</b>
7	Starke Irvine 304 Bay Hill Drive Daphne, AL 36526	Reappointed 04/01/2014 2014 term continuing from 04/30/2014	6 years	04/30/2020
8	Dr. James Corte 9017 Parliament Circle Daphne, Alabama 36526	Reappointed 04/01/2014 term continuing from 04/30/2014	6 years	04/30/2020
9	Marion E. “Tut” Wynne 221 Fairhope Avenue Fairhope, AL 36532	Appointed 06/19/2012 for the balance of a pro-rata reduced term to fill the place seat formerly held by Van Palmer Finger	6 years	04/30/2018

**REVISED: 06/07/2016 – akg**





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0886, **Version:** 1

**Item #:** BA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Ronald J. Cink, County Administrator

**Submitted by:** Anu Gary, Administration/Records Manager

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### **ITEM TITLE**

Ono Island Water, Sewer and Fire Protection Authority - Board Appointment

### **STAFF RECOMMENDATION**

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

- 1) Accept the resignation of Mr. John P. Fonde (place seat #3) effective August 1, 2018 and thank Mr. Fonde for his previous civic service on the board; and
- 2) Appoint Mr. Bruce Donaldson for a pro-rata reduced six (6) year term, to fill place seat #3 and unexpired term of Mr. John P. Fonde, said term to commence on September 4, 2018 and expire on March 1, 2023.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** August 15, 2017 - Last BCC appointment to board.

#### **Background:**

Staff received correspondence from Ms. Nancy Mackey, Property Owners Association (POA) of Ono Island, Inc. Administrator and Assistant Business Manager, stating that the POA and the Ono Island Water, Sewer and Fire Protection Authority respectfully requesting the appointment of Mr. William "Sparky" Ericson or Mr. Bruce Donaldson, to replace the place seat and unexpired term of Mr. John P. Fonde, Jr., who resigned effective August 1, 2018, as a member of the Board of Directors of the Ono Island Water, Sewer and Fire Protection Authority.

Staff received an additional email on August 22, 2018, from the Ono Island Property Owners' Association, Mr. Ericson and Mr. Donaldson, verifying that both candidates meet the qualifications to be appointed to the Authority.

The two candidates were discussed at the August 28, 2018, Work Session and the Commission decided to designate Mr. Donaldson to take the place of Mr. Fonde.

**GENERAL BOARD INFORMATION:**

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

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

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

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

All regular appointments, and appointments of vacancies, to the Ono Island Water, Sewer and Fire Protection Authority are made by the Baldwin County Commission. Pursuant to §11-88-6(d), Code of Alabama 1975, each election of a director, whether for a full six-year term or to complete an unexpired term, shall be made not earlier than 30 days prior to the date on which such director is to take office as such (i.e. the County Commission cannot make appointments thirty-one (31) days or more in advance).

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

**LEGAL IMPACT**

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

Update Board List

Appointment letter to:

Mr. Bruce Donaldson  
31043 Peninsula Drive  
Orange Beach, Alabama 36561

Thank you letter to:

Mr. John P. Fonde, Jr.  
31813 Shoalwater Drive  
Orange Beach, Alabama 36561

copy:

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

c/o Nancy Mackey, Administrator and Assistant Business Manager  
Property Owners Association of Ono Island, Inc.  
28491 Ono Boulevard  
Orange Beach, Alabama 36561

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

**Additional instructions/notes:** N/A



**John P. Fonde', Jr.**  
31813 Shoalwater Drive  
Orange Beach, AL 36561  
251-421-0164

July 19, 2018

Honorable Frank Burt, Jr. Chairman  
Baldwin County Commissioner  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

RE: Ono Island Water Sewer and Fire Protection Authority

Dear Sirs:

Please accept this letter as my notice of resignation from the Ono Island Water, Sewer and Fire Protection Authority effective August 1, 2018. I have recently been elected to the Ono Island Property Owners Association Board of Directors and while there is no prohibition on serving in both capacities, I can see a time when there could be a possible conflict of interest trying to serve in both capacities. Therefore, I am submitting my resignation.

It has been a pleasure to have served my community in the capacity of a member of the "Fire Board" as it is commonly called and I appreciate your support in having named me to that position.

Sincerely,



John P. Fonde, Jr.



PROPERTY OWNERS ASSOCIATION OF ONO ISLAND, INC.

28491 ONO BOULEVARD - ORANGE BEACH, ALABAMA 36561

Phone (251) 980-5152 / Fax (251) 980-5146



July 27, 2018

Honorable Frank Burt, Jr. Chairman  
Baldwin County Commission  
312 Courthouse Square, Ste. 12  
Bay Minette AL 36507

Dear Honorable Burt,

The Board of Directors for the Property Owners Association of Ono Island, Inc., during regular session of July 26, 2018, unanimously voted to support the decision of the Ono Island Water, Sewer and Fire Protection Authority to appoint one of the two candidates to fill the unexpired term of John P. Fonde' Jr. as follows:

William "Sparky" Ericson  
30460 Harbor Drive  
Orange Beach AL 36561

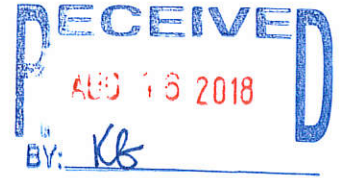
Bruce Donaldson  
31043 Peninsula Drive  
Orange Beach AL 36561

If you need additional information, please feel free to contact me at 251-980-5152 or by email to [administrator@onoislandpoa.com](mailto:administrator@onoislandpoa.com).

Sincerely,

  
Nancy Mackey, Administrator

**Ono Island Fire Protection Authority**  
**28491 Ono Blvd – Orange Beach, AL 36561**  
Phone: 251-980-5152 – Email: shannon@onoislandpoa.com



August 6, 2018

Honorable Frank Burt, Jr. Chairman  
Baldwin County Commission  
312 Courthouse Square, Ste. 12  
Bay Minette AL 36507

Dear Honorable Burt,

The purpose of this letter is to advise that John P. Fonde' Jr. has resigned as a member of the Ono Island Water, Sewer and Fire Protection Authority effective August 1, 2018. Mr. Fonde' term expires March 1, 2023. A copy of his resignation is attached.

As a result, the Ono Island Water, Sewer and Fire Protection Authority hereby respectfully requests and recommends that the Commission appoint one (1) of the two (2) individuals listed below to fulfill the remaining vacant term of Mr. Fonde'.

William "Sparky" Ericson  
30460 Harbor Drive  
Orange Beach AL 36561

Bruce Donaldson  
31043 Peninsula Drive  
Orange Beach AL 36561

Attached for your review is a copy of each candidates resume. The current members are confident that each candidate is well qualified and would be an asset to the Ono Island Water, Sewer and Fire Protection Authority.

In conclusion, it is requested that this item be placed on the next earliest County Commission agenda for consideration and approval. If you need additional information, please feel free to contact the Island Administrator and Assistant Business Manager, Nancy Mackey at 251-980-5152 or myself at 251-980-6094 or 334-341-3216.

Thank you for your consideration in this matter.

Very truly yours,

A handwritten signature in blue ink that reads "Peter Stritzinger, III". The signature is written in a cursive, flowing style.

Peter Stritzinger, III, Chairman  
Ono Island Water, Sewer and Fire Protection Authority

Enclosures:

- Resumes of William "Sparky" Ericson and Bruce Donaldson
- Endorsement of the Board of Directors, Property Owners Association of Ono Island, Inc.

Bruce Donaldson  
31043 peninsula Drive  
Orange Beach AL.

**Personal:**

Married for 52 years

Retired after 35 years from Chrysler Corporation

Full time resident on Ono Island starting 2001.

Bachelors Degree in Business Administration from Fontbonne University in St Louis

**Work experience:**

Multiple assignments in Manufacturing Operations, 3 Assembly Plants in two states (Missouri and Delaware) from 1966-1985.

Moved to Staff position as Minivan Advance Manufacturing Engineering Program Executive with responsibility for facility planning, tooling development and manufacturability of new models for three assembly plants. ( St. Louis MO, Windsor Canada and Graz Austria )

**Volunteer Activities:**

Orange Beach Volunteer Firefighter/EMT for 10 years operating out of Station 4

Appointed as a Ono Island Fire, Water and Sewer Board member for 5 years and resigned due to potential conflict of interest during Fire contract negotiations with Orange Beach

Member of Orange Beach Volunteer Firefighter Board for 6 years

Served 2 Terms on Ono Island POA Board of Directors

Served a C.E.R.T. Team member for 6 years and later as the Team Leader of Ono Island Emergency Management Operations for 5 years.

I am currently retired from all volunteer activities.

**WILLIAM "SPARKY" ERICSON  
30460 HARBOR DRIVE  
ORANGE BEACH, AL  
925-324-5569  
SPARKYE57@YAHOO.COM**

**TERRITORY SALES MANAGER**

**2011 - 2017**

**Wattco Equipment Company, Fairfield, CA**

Northern California Territory Sales Manager for sales of multiple product lines serving Fire Department, Police, and Emergency Services in Public and Private Fleets.

Developed long-term relationships at each level of client organization by identifying client needs and providing integrated product solutions.

Consistently increased sales year-over-year. Received multiple sales awards.

Primary sales consultant for Wattco in-house installation facility focusing on Fire Department and Police command vehicles. Provided customers with assistance in developing vehicle design specifications.

Direct project management of client's vehicle build in conjunction with internal staff.

Assisted in training and mentoring new Sales Representatives.

**BATTALION CHIEF**

**1988 - 2011**

**Contra Costa County Fire Protection District, Pleasant Hill, CA**

CCCFFPD is an "all-risk" department with over 300+ firefighters located in the Northern California Bay Area, providing services for residential, commercial, high-rise, industrial, airport, petrochemical, and mass transit emergencies.

Attained five promotions from 1988 to 2011: Firefighter, Engineer/Paramedic, Captain/Paramedic, Training Captain, Battalion Chief.

Managed District apparatus replacement program including developing new apparatus specifications in line with department diverse needs. Responsible for oversight of all phases of development, construction, and delivery acceptance for 11+ years.

Promotional testing evaluator for multiple outside public safety agencies.

Fire academy instructor.

Guest speaker at Fire Fighter workshops in departments across Northern California.

**COMMERCIAL HELICOPTER PILOT/FLIGHT INSTRUCTOR**

**1994-1995**

**Sacramento Executive Helicopters, Sacramento, CA**

Provided primary flight instruction to student pilots learning to fly helicopters.  
Acted as Pilot-In-Command during charter flights.

**ADDITIONAL RELEVANT EXPERIENCE:**

**Volunteer Assistant Fire Chief, Cordelia Fire District, Cordelia CA 2007-2008**

**Firefighter, Monterey City Fire Department, Monterey, CA 1987- 1988**

**Fire Engineer, Naval Postgraduate School Fire Department, Monterey, CA 1984-1987**

**E6 Petty Officer, United States Coast Guard 1977-1983**



## Anu Gary

---

**From:** Shannon Harrison <onoislandacc@gmail.com>  
**Sent:** Tuesday, August 21, 2018 4:48 PM  
**To:** Anu Gary  
**Cc:** 'Larry Chamblee'; Pete Stritzinger; Shannon Harrison  
**Subject:** RE: Ono Island Water, Sewer and Fire Authority

Anu,

**I am filling in for Nancy Macey while she is out on a leave of absence.**

**Please feel free to contact me should you need any information for the Ono Island Fire Protection Authority OR the Ono Island POA.**

**I have confirmed with both parties they qualify on all accounts.**

**What verification would you need for these 3 items?**

**Would an HOA bill and their property tax info work?**

**Not sure how to send verification on the 4<sup>th</sup> item unless you want a written statement.**

**I'm attaching their email responses below:**

To whom it may concern:

1. I am a registered voter in Baldwin County.
2. I am a permanent resident on Ono Island.
3. We own our property at 30460 Harbour dr, OB. AL.
4. I am not an officer currently, nor will I become an officer; of the State of Alabama, Baldwin County, or any municipality.

Thank you.

Respectfully,

William E. Ericson

Yes I am a registered voter in Baldwin County

Yes I am a resident of the service area, Ono Island

Yes I am a property owner on Ono Island

No I am not, and do not plan to be a officer of the state, county or any municipality

Bruce Donaldson

**I can forward you their direct email if that would be helpful. Just let me know what you need.  
Thank you,**

*Shannon L. Harrison  
Ono Island Property Owners Association  
Office Manager / Architectural Control Coordinator  
& Ono Island Fire Protection Authority Admin.  
28491 Ono Blvd - Orange Beach, AL 36561  
shannon@onoislandpoa.com*

This email is intended only for the recipient to which it is addressed. If this is received in error please notify the sender and delete immediately thereafter; no permission is given to forward any privileged or private information to any other party.

---

**From:** Nancy Mackey <administrator@onoislandpoa.com>  
**Sent:** Monday, August 20, 2018 6:18 PM  
**To:** Shannon Harrison <onoislandacc@gmail.com>; lchamblee@gulftel.com; rpstritzinger@gmail.com  
**Subject:** Fwd: Ono Island Water, Sewer and Fire Authority

Shannon,

Please verify as requested.

Thanks  
Nancy

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---

**From:** Anu Gary <[AGary@baldwincountyal.gov](mailto:AGary@baldwincountyal.gov)>  
**Sent:** Monday, August 20, 2018 4:29:42 PM  
**To:** Nancy Mackey  
**Cc:** Anu Gary; Keri Green; Monica Taylor; Miranda N. McKinnon  
**Subject:** Ono Island Water, Sewer and Fire Authority

Hi Nancy!

Can you verify that Mr. William Ericson and Mr. Bruce Donaldson, the two candidates to replace Mr. Fonde on the board of directors, meet the following qualifications.

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

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

The agenda item is going to the August 28<sup>th</sup> work session and September 4<sup>th</sup> regular meeting.

Thank you!

Anu

Anu Gary  
Baldwin County Commission  
Administration/Records Manager  
312 Courthouse Square, Ste. 12  
Bay Minette, AL 36507  
(251) 580-2564 office  
(251) 580-2500 fax



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# ONO ISLAND WATER, SEWER & FIRE PROTECTION AUTHORITY

## General Board Information:

Appointed by Baldwin County Commission

Five (5) members

Term of each member is six (6) years

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

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

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

Originally established in 1993

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

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

PLACE	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
#1	Rudolph Peter Stritzinger, III 3975 Pampano Key Orange Beach, AL 36561	Reappointed 04/02/2013 term continuing from 03/01/2013	6 years	03/01/2019
#2	Larry K. Chamblee 30896 River Road Orange Beach, AL 36561	Reappointed 02/18/2015 term effective 03/01/2015	6 years	03/01/2021
#3	John P. Fonde, Jr. 31813 Shoalwater Drive Orange Beach, AL 36561	Reappointed 08/15/2017 for a pro-rata reduced term	6 years	03/01/2023
#5	Kevin E. Sloan 30147 Ono Boulevard Orange Beach, AL 36561	Appointed 03/15/2016 for a pro-rata reduced term	6 years	03/01/2021
#6	Gaillard Bixler 30222 River Road Orange Beach, AL 36561	Appointed 03/15/2016 for a pro-rata reduced term	6 years	03/01/2019

\*THESE APPOINTMENTS END AT 12:00 NOON

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

**REVISED: 08/15/2017 akg**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0879, **Version:** 1

**Item #:** BA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Ronald J. Cink, County Administrator

**Submitted by:** Miranda N. McKinnon, Administration

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### **ITEM TITLE**

Revision of Baldwin County Commission Policy #2.6 - Alcohol License Applications

### **STAFF RECOMMENDATION**

Adopt the revised Baldwin County Commission Policy #2.6 - Alcohol License Applications and make said policy a part of the Baldwin County Commission Policies and Procedures Book.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** April 18, 2017 - last revision to Policy #2.6

#### **Background:**

On July 23, 2018, Commission Staff received an email from the Alabama Beverage Control Board (ABC Board), informing staff of the changes to the process for obtaining a 240 Non-Profit Special Events Retail License. The change to the process is due to the passage of House Bill 414 on March 20, 2018.

240 Non-profit Special Events Retail Licenses are not renewable and are valid for a period not to exceed seven (7) days.

Currently, applicants for a 240 Non-profit Special Events Retail License are required to go through the approval process with the Baldwin County Commission including a public hearing set by the Commission to consider the license request.

The proposed policy revision reflects the changes approved in House Bill 414. Applicants seeking to obtain the 240 Non-profit Special Events Retail License in Baldwin County are required to send a letter notifying the local governing officials of the event. The ABC Board will issue the License for the sale of beer, wine, and liquor to the qualifying organizations and approval from the local governing body is not required.

A qualifying organization is a bona fide nonprofit organization operating in the state that satisfies all of

the following requirements:

- a. Operates without profit to the organization's members.
- b. Is exempt from taxation under Section 501 of the Internal Revenue Code.
- c. Satisfies at least one of the following requirements:
  - 1. Has been continuously in existence in the state for a minimum of three years.
  - 2. Is affiliated with a parent organization that has been in existence in the state for a minimum of three years.
  - 3. Has reorganized and is continuing its mission under a new name on file with the Secretary of State and with a new tax identification number after having satisfied the requirements set forth in either subparagraph 1. or 2.

### **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:** To be reviewed by the County Attorney

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration

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

Administration - Update policy books and email necessary departments.

Update any other administrative documents used by Administration Department.

Inform ABC Board via email of the Commission's policy revision and attach a copy of the revised policy as a courtesy.

Betty Dean (ABC) [betty.dean@abc.alabama.gov](mailto:betty.dean@abc.alabama.gov) <mailto:betty.dean@abc.alabama.gov>

Ben Barrett (ABC) [ben.barrett@abc.alabama.gov](mailto:ben.barrett@abc.alabama.gov) <mailto:ben.barrett@abc.alabama.gov>

**Additional instructions/notes:** N/A



## BALDWIN COUNTY COMMISSION

POLICY #2.6		
<b>Subject</b>	Alcohol License Applications	
<b>Date Adopted</b>	September 4, 2018	
<b>Agenda Item</b>	TBD	
<b>Obsolete Versions</b>	July 5, 1995	Minute Book 16, Page 247
	March 16, 2004	Minutes Book 34, Page 388
	February 19, 2008	Minutes Page 26
	March 17, 2009	Minutes Page 11
	March 16, 2010	Minutes Page 10-11
	February 7, 2012	Agenda Item EA6
	April 18, 2017	Agenda Item BA2

### **POLICY STATEMENT**

This policy outlines the procedures for alcohol license applications submitted to the Baldwin County Commission and the establishment of public hearings for the license requests.

The procedures required by this policy are implemented to encourage open debate and for the benefits of the health, safety and general welfare of the general public of Baldwin County, and they shall in no way limit the County Commission's discretionary ability to approve or disapprove any subject application for any reason.

### **PROCEDURAL REQUIREMENT**

In order to carry out this policy, all license applications concerning alcoholic beverages, whether new, renewals, transfers or otherwise, as presented to the Baldwin County Commission for approval, shall be subject to the following procedures as a prerequisite to such approval:

### **DETERMINING THE APPROVING AUTHORITY'S JURISDICTION**

The Alabama Alcoholic Beverage Control (ABC) Board will provide the applicant a Baldwin County Location Verification Request Form (LVF) which is submitted by the applicant to the



County Planning Department. The exact location of the property is verified and staff determines whether the property is in the unincorporated area of Baldwin County. Planning staff provides a copy of the completed form to the ABC Board and Administration staff. The ABC Board determines if the establishment seeking the license is in the jurisdiction of the Baldwin County Commission or a municipality.

#### DOCUMENTATION AND INFORMATION REQUIRED FROM THE APPLICANT

To apply for an alcoholic beverage license with the Baldwin County Commission, the applicant is required fill out a County Alcohol License Application and return the completed application to the County Administration Office in Bay Minette. At that time, a case number is assigned for the application and the following is required from the applicant in order for the application to be completed:

- 1) Copy of the completed State ABC License Application; and
- 2) Copy of current County Business License; and
- 3) Copy of County Health Department Permit or documentation from the Health Department stating a permit is not necessary; and
- 4) Baldwin County sales and use tax account with no delinquent taxes; and
- 5) Consent for Inspection (the owner or authorized agent for the owner of the premises must consent to the inspection of said premises and the posting of a public notice sign by County personnel in conjunction with the application for an alcohol license).

#### RECOMMENDATION OF THE BALDWIN COUNTY SHERIFF'S OFFICE

The Applicant is required to take copies of the completed County and State Alcohol License Applications to the Baldwin County Sheriff's Office in Bay Minette. The Sheriff's Office will make a recommendation to the County Commission regarding the license approval.

#### SCHEDULING OF THE PUBLIC HEARING

At such time the Administration staff has received all required documentation and verifications, a public hearing date will be scheduled and the applicant will be informed of the date/time in writing.

#### ADVERTISING REQUIREMENTS

Planning staff will place a public notice sign on the subject property once the public hearing date has been issued. Planning staff will take site photos and generate maps of the subject property, which will be published in the County Commission meeting agenda for the public hearing. The public notice sign will be removed by Planning staff after the public hearing has been held and the County Commission has taken action on the license request.

The announcement of the public hearing required by this policy shall be advertised by the applicant in a local newspaper of general circulation within Baldwin County. The original, sealed proof of publication (affidavit) shall be presented to the Commission on or before the public hearing date. The advertisements must be published as follows:

Special Events Licenses 30 Days or Less (Non-Renewable): Advertisement must run once prior to public hearing date

All Other Licenses (Annual Renewal): Advertisement must run three consecutive weeks prior to public hearing date

Non-Profit Tax Exempt Special Events Retail License 7 Days or Less (Non-Renewable): Applicants are required to provide a letter to the Baldwin County Commission notifying the Commission of the event. Approval from the local governing body is not required.

#### **COMMISSION ACTION AND NOTIFICATION OF DECISION**

At the public hearing, the County Commission will vote on the alcohol license request. The ABC Board and the Applicant will be notified in writing of the Commission's decision.

#### **FORMS/ATTACHMENTS/EXHIBITS**

1. Baldwin County Commission Location Verification Request
2. Baldwin County Alcohol License Application
3. Consent for Inspection Form

## Miranda N. McKinnon

---

**Subject:** FW: 240 NON-PROFIT APPLICATION

**From:** Dean, Betty (ABC) <[Betty.Dean@abc.alabama.gov](mailto:Betty.Dean@abc.alabama.gov)>

**Sent:** Monday, July 23, 2018 11:24 AM

**To:** Anu Gary <[AGary@baldwincountyal.gov](mailto:AGary@baldwincountyal.gov)>; CANDACE ANTINARELLA <[CITYCLERK@DAPHNEAL.COM](mailto:CITYCLERK@DAPHNEAL.COM)>; JENNY WHITE <[clerkms@gulftel.com](mailto:clerkms@gulftel.com)>; KATY TAYLOR <[ktaylor@cityoffoley.org](mailto:ktaylor@cityoffoley.org)>; LISA HANKS <[lisa.hanks@cofairhope.com](mailto:lisa.hanks@cofairhope.com)>; LISA SALTER <[TOWNOFELBERTA@GULFTEL.COM](mailto:TOWNOFELBERTA@GULFTEL.COM)>; MARY LYNN WILLIAMS <[cityclerk@cityofspanishfort.com](mailto:cityclerk@cityofspanishfort.com)>; MELISSA LAWRENCE <[melissal@townofloxley.org](mailto:melissal@townofloxley.org)>; Monica Taylor <[MTAYLOR@baldwincountyal.gov](mailto:MTAYLOR@baldwincountyal.gov)>; NIKKI HAGLER <[SHILLTOWNCLERK@GULFTEL.COM](mailto:SHILLTOWNCLERK@GULFTEL.COM)>; RENEE EBERLY <[reberly@cityoforangebeach.com](mailto:reberly@cityoforangebeach.com)>; Rita Diedtrich <[RDiedtrich@ci.bay-minette.al.us](mailto:RDiedtrich@ci.bay-minette.al.us)>; SHANNON BURKETT <[shannonburkett@robertsdale.org](mailto:shannonburkett@robertsdale.org)>; WANDA PARRIS <[wparris@gulfshoresal.gov](mailto:wparris@gulfshoresal.gov)>

**Subject:** 240 NON-PROFIT APPLICATION

City Clerks,

Just wanted to bring it to your attention that the Alabama ABC Board will not be requiring an approval letter, insurance certificate or photos for the 240 Non-Profit Application.

We will require the applicant to provide the Alabama ABC Board with a copy of an event notification letter sent to the Local Governing Officials.

I have attached a copy of the application for your review.

If you have any questions, please feel free to give me a call.

Thanks,

Betty Dean

Alabama ABC Board

Division A Licensing and Compliance

20210 Highway 59, Suite 5

Summerdale, AL 36580

(251) 947-2971, Fax,(251) 947-2972

[www.alabcboard.gov](http://www.alabcboard.gov)

1 HB414  
2 191461-3  
3 By Representative Ford  
4 RFD: Economic Development and Tourism  
5 First Read: 13-FEB-18

1  
2 ENROLLED, An Act,

3 Relating to the sale of alcoholic beverages; to  
4 provide for the issuance of a nonprofit special events retail  
5 license for the sale of beer, wine, and liquor; to authorize  
6 the donation of distilled beer, wine, and liquor by  
7 nonlicensed persons; and to amend Section 28-3A-6, Code of  
8 Alabama 1975, as last amended by Act 2017-404, 2017 Regular  
9 Session, relating to donations of alcoholic beverages to  
10 charitable events, to provide that a manufacturer licensee of  
11 beer or wine may donate its product to a licensed nonprofit  
12 special event operated by a nonprofit organization.

13 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

14 Section 1. Definitions.

15 As used in Sections 1 through 9, the following words  
16 shall have the following meanings:

17 (1) NONPROFIT SPECIAL EVENTS RETAIL LICENSE. A  
18 license issued pursuant to Section 2 for the sale of beer,  
19 wine, or liquor.

20 (2) QUALIFYING ORGANIZATION. A bona fide nonprofit  
21 organization operating in the state that satisfies all of the  
22 following requirements:

23 a. Operates without profit to the organization's  
24 members.

1           b. Is exempt from taxation under Section 501 of the  
2 Internal Revenue Code.

3           c. Satisfies at least one of the following  
4 requirements:

5                 1. Has been continuously in existence in the state  
6 for a minimum of three years.

7                 2. Is affiliated with a parent organization that has  
8 been in existence in the state for a minimum of three years.

9                 3. Has reorganized and is continuing its mission  
10 under a new name on file with the Secretary of State and with  
11 a new tax identification number after having satisfied the  
12 requirements set forth in either subparagraph 1. or 2.

13           **Section 2. Licensed authorized.**

14           The board may issue a Nonprofit Special Events  
15 Retail License for the sale of beer, wine, and liquor to a  
16 qualifying organization.

17           Section 3. Applications for Nonprofit Special Events  
18 Retail License.

19                 (a) Applications for a Nonprofit Special Events  
20 Retail License shall be made with the board at least 25  
21 calendar days prior to the event on forms provided by the  
22 board and shall be verified by oath or affirmation of an  
23 officer or director of the qualifying organization who is  
24 authorized to do so.

1           (b) The applicant shall provide the Alcoholic  
2 Beverage Control Board all of the following:

3           (1) Documentation to show that the nonprofit is a  
4 qualifying organization.

5           (2) A notarized, signed statement of proper  
6 authority from the person signing the application.

7           (3) Date, time, and address of the event location.  
8 The applicant may also include an alternate event date or  
9 location.

10           (4) Documentation of authority for use of property  
11 for the requested event.

12           (5) Copy of letter notifying the local governing  
13 officials of the event.

14           (c) A qualifying organization that applies for a  
15 Nonprofit Special Events Retail License shall not be required  
16 to provide evidence of liquor liability insurance.

17           (d) The board may request additional documentation  
18 at its discretion.

19           (e) Nonprofit Special Event Retail Licenses are not  
20 renewable and are valid for a period not to exceed seven days,  
21 and are issued upon terms and conditions as the board may  
22 prescribe.

23           Section 4. Donated alcohol.

24           Beer, wine, and liquor may be donated by a  
25 nonlicensed person.

1           Section 5. Rulemaking authority.

2           The board may adopt rules necessary for the  
3 implementation and administration of this act.

4           Section 6. Section 28-3A-6, Code of Alabama 1975, as  
5 last amended by Act 2017-404 of the 2017 Regular Session, is  
6 amended to read as follows:

7           "§28-3A-6.

8           "(a) Upon applicant's compliance with the provisions  
9 of this chapter and the regulations made thereunder, the board  
10 shall issue to applicant a manufacturer license which shall  
11 authorize the licensee to manufacture or otherwise distill,  
12 produce, ferment, brew, bottle, rectify, or compound alcoholic  
13 beverages within this state or for sale or distribution within  
14 this state. No person shall manufacture or otherwise distill,  
15 produce, ferment, brew, bottle, rectify or compound alcoholic  
16 beverages within this state or for sale or distribution within  
17 this state or to the state, the board, or any licensee of the  
18 board, unless such person or the authorized representative of  
19 the person shall be granted a manufacturer license issued by  
20 the board.

21           "(b) No manufacturer licensee shall sell any  
22 alcoholic beverages direct to any retailer or for consumption  
23 on the premises where sold except as specified under  
24 subsection (h), nor sell or deliver any such alcoholic  
25 beverages in other than original containers approved as to



1 capacity by the board and in accordance with standards of fill  
2 prescribed by the U. S. Treasury Department, nor maintain or  
3 operate within the state any place or places, other than the  
4 place or places covered by the manufacturer license, where  
5 alcoholic beverages are sold or where orders are taken.

6 "(c) Each manufacturer licensee shall be required to  
7 file with the board, prior to making any sales in Alabama a  
8 list of its labels to be sold in Alabama and shall file with  
9 the board its federal certificate of label approvals or its  
10 certificates of exemption as required by the U. S. Treasury  
11 Department. All liquors and wines whose labels have not been  
12 registered as herein provided for shall be considered  
13 contraband and may be seized by the board or its agents, or  
14 any peace officer of the State of Alabama without a warrant  
15 and the goods shall be delivered to the board and disposed of  
16 as provided by law.

17 "(d) All such manufacturer licensees shall be  
18 required to mail to the board prior to the twentieth day of  
19 each month a consolidated report of all shipments of alcoholic  
20 beverages made to each wholesaler during the preceding month.  
21 Such reports shall be in such form and containing such  
22 information as the board may prescribe.

23 "(e) Every manufacturer shall keep at its principal  
24 place of business within the state, daily permanent records  
25 which shall show the quantities of raw materials received and

1       used in the manufacture of alcoholic beverages, and the  
2       quantities of alcoholic beverages manufactured and stored, the  
3       sale of alcoholic beverages, the quantities of alcoholic  
4       beverages stored for hire or transported for hire by or for  
5       the licensee and the names and addresses of the purchasers or  
6       other recipients thereof.

7               "(f) Every place licensed as a manufacturer shall be  
8       subject to inspection by members of the board or by persons  
9       duly authorized and designated by the board at any and all  
10      times of the day or night as they may deem necessary, for the  
11      detection of violations of this chapter, of any law, or of the  
12      rules and regulations of the board, or for the purpose of  
13      ascertaining the correctness of the records required to be  
14      kept by the licensees. The books and records of such licensees  
15      shall, at all times, be open to inspection by members of the  
16      board, or by persons duly authorized and designated by the  
17      board. Members of the board and its duly authorized agents  
18      shall have the right, without hindrance, to enter any place  
19      which is subject to inspection hereunder, or any place where  
20      such records are kept for the purpose of making such  
21      inspections and making transcripts thereof.

22              "(g) Licenses issued under this section shall,  
23      unless revoked in the manner provided in this chapter, be  
24      valid for the license year commencing January 1 of each year.

1           "(h) (1) A manufacturer licensee actively and  
2 continuously engaged in the manufacture of alcoholic beverages  
3 on the manufacturer's licensed premises in the state may  
4 conduct tastings or samplings on the licensed premises, as  
5 regulated by the ABC Board except as to quantity and hours of  
6 operation, or as otherwise provided by statute, and for that  
7 purpose give away or sell alcoholic beverages manufactured  
8 there for consumption on only one premises where manufactured.

9           "All alcoholic beverages manufactured and retained  
10 on the manufacturer's licensed premises for tasting or  
11 sampling shall remain on the premises and be dispensed from a  
12 barrel or keg or other original containers.

13           "(2) Notwithstanding subdivision (1), a manufacturer  
14 licensee engaged in the manufacture of less than 60,000  
15 barrels of beer per year may sell at retail on its licensed  
16 premises in the state, for off-premises consumption, beer  
17 produced at that licensed premises; provided, however, beer  
18 sold for off-premises consumption: May not exceed 288 ounces  
19 per customer per day; may not be produced pursuant to a  
20 contract with another manufacturer; and shall be sealed,  
21 labeled, packaged, and taxed in accordance with state and  
22 federal laws and regulations. For purposes of this  
23 subdivision, beer produced by a parent, subsidiary, or  
24 affiliate of the licensee, or by a contract brewery,

1 regardless of where the beer is produced, shall be included  
2 for purposes of calculating the 60,000 barrel limit.

3 "(3) A manufacturer licensee engaged in the  
4 manufacture of liquor on the manufacturer's licensed premises  
5 in the state may sell at retail on its licensed premises, for  
6 off-premises consumption, liquor manufactured at that licensed  
7 premises; provided, however, liquor sold for off-premises  
8 consumption may not exceed 750 milliliters per customer per  
9 day and shall be sealed, labeled, packaged, and taxed in  
10 accordance with state and federal laws and regulations. The  
11 manufacturer licensee shall keep and maintain records for  
12 three years of all sales for off-premises consumption.

13 "(4) Notwithstanding subdivision (1), the board may  
14 grant a permit allowing a manufacturer licensee engaged in the  
15 manufacture of less than 50,000 gallons of table wine per year  
16 in the state to establish and operate one additional off-site  
17 tasting room to be used to conduct tastings or samplings and  
18 to sell at retail the licensee's table wine. The board may  
19 also grant a single permit allowing an association  
20 representing the majority of wineries and grape growers in the  
21 state to establish and operate one off-site tasting room to be  
22 used to conduct tastings and samplings and to sell at retail  
23 table wines produced by wine manufacturer licensees in the  
24 state. An applicant for an off-site tasting room permit shall  
25 file a written application with the board in such form and

1 containing such information as the board may prescribe, along  
2 with proof of consent and approval from the appropriate  
3 governing authority in which the off-site tasting room is to  
4 be located and a filing fee of fifty dollars (\$50). All state  
5 and federal laws and regulations applicable to on-site tasting  
6 rooms shall apply to an off-site tasting room. Wine sold at an  
7 off-site tasting room for off-premises consumption may not  
8 exceed one case of wine per customer per day. For purposes of  
9 this subdivision, one case of wine means the equivalent of  
10 twelve 750-milliliter bottles of wine.

11 "(i) (1) In addition to the licenses provided for by  
12 Chapter 3A of this title, and any county or municipal license,  
13 there is levied on the manufacturer of the alcoholic beverages  
14 dispensed on the premises the privilege or excise tax imposed  
15 on beer by Sections 28-3-184 and 28-3-190; and imposed on  
16 table wine by Section 28-7-18; and imposed on liquor by  
17 Sections 28-3-200 to 28-3-205, inclusive. Every manufacturer  
18 licensee shall file the tax returns, pay the taxes, and  
19 perform all obligations imposed on wholesalers at the times  
20 and places set forth therein. It shall be unlawful for any  
21 manufacturer licensee who is required to pay the taxes so  
22 imposed in the first instance to fail or refuse to add to the  
23 sale price and collect from the purchaser the required amount  
24 of tax, it being the intent and purpose of this provision that  
25 each of the taxes levied is in fact a tax on the consumer,

1 with the manufacturer licensee who pays the tax in the first  
2 instance acting merely as an agent of the state for the  
3 collection and payment of the tax levied by Section 28-3-184;  
4 as an agent for the county or municipality for the collection  
5 and payment of the tax levied by Section 28-3-190; as an agent  
6 for the county or municipality for collection and payment of  
7 the tax levied by Section 28-7-18; and as an agent for the  
8 state for collection and payment of the tax levied by Sections  
9 28-3-200 to 28-3-205, inclusive.

10 "(2) The manufacturer licensee shall keep and  
11 maintain all records required to be kept and maintained by  
12 manufacturer, wholesaler, and retailer licensees for the tax  
13 so levied except that manufacturers are not required to  
14 maintain name, address, or other personal demographic  
15 information for sales as provided in subsection (h).

16 "(j) A manufacturer licensee engaged in the  
17 manufacture of beer in the state may donate and deliver up to  
18 ~~two kegs~~ up to 31 gallons of the manufacturer's beer to a  
19 licensed ~~charitable~~ nonprofit special event operated by or on  
20 behalf of a nonprofit organization. Donations shall be taxed  
21 in accordance with state and federal laws and regulations. Any  
22 beer remaining at the conclusion of the ~~charitable~~ nonprofit  
23 event shall be returned to the manufacturer for disposal.

24 "(k) A manufacturer licensee engaged in the  
25 manufacture of table wine in the state may donate and deliver

1 up to two cases of the manufacturer's table wine to a licensed  
2 ~~charitable~~ nonprofit special event operated by or on behalf of  
3 a nonprofit organization. Donations shall be taxed in  
4 accordance with state and federal laws and regulations. Any  
5 table wine remaining at the conclusion of the ~~charitable~~  
6 nonprofit event shall be returned to the manufacturer for  
7 disposal."

8 Section 7. This act shall become effective on the  
9 first day of the third month following its passage and  
10 approval by the Governor, or its otherwise becoming law.

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Speaker of the House of Representatives

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President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in  
and was passed by the House 08-MAR-18.

Jeff Woodard  
Clerk

Senate

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20-MAR-18

Passed





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0888, **Version:** 1

**Item #:** BA4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Ronald J. Cink, County Administrator

**Submitted by:** Anu Gary, Administration/Records Manager

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### ITEM TITLE

Revision of Baldwin County Commission Policy #2.13 - Public Records Access and Rates Schedule

### STAFF RECOMMENDATION

Adopt the revised Baldwin County Commission Policy #2.13 - Public Records Access and Rates Schedule and incorporate said revised policy into the Baldwin County Policies and Procedures Book.

### BACKGROUND INFORMATION

**Previous Commission action/date:** February 21, 2017 - Last revision to policy.

**Background:** BCC Policy #2.13 describes the procedures regarding public records access requests and sets the rate schedule for related fees.

Staff has reviewed Policy #2.13 and determined it should be updated. If the proposed policy is adopted by the Commission, it will revise the rate schedule by eliminating the County Attorney fees from the schedule.

This item was discussed during the August 28, 2018, BCC Work Session.

### RATES SCHEDULE

Standard copies (up to 11 x 17 in size): 25¢ per page

Charges for maps, plats and other large documents are set by the applicable department.

Certifications: \$1.00 per certification

Staff Labor: Hourly pay rate of the least-paid employee of the applicable department who can respond to the request including benefits as posted on Baldwin County salaries online, billed at quarter hour increments.

~~County Attorney Review: \$225.00 per hour, billed at quarter hour increments~~

**Deposit:** A deposit is required if the Records Manager determines that more than one (1) hour of staff time is needed to respond to a request.

### **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 and CIS Departments

#### **Administration**

- 1) Update Policy Books/BCAP.
- 2) Update County webpage for public records info and request form.
- 3) Email a copy of the revised policy to Department Heads.

#### **CIS**

- 1) Revise fillable form and add it to the webpage for public records.

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

**Additional instructions/notes:** N/A



## BALDWIN COUNTY COMMISSION

POLICY #2.13		
Subject	Public Records Access and Rates Schedule	
Date Adopted	September 4, 2018	
Agenda Item	TBD	
Obsolete Versions	April 21, 1992	Minutes Book 11, pg. 292
	February 17, 1974	Minutes Book 4, pg. 119
	May 4, 1993	Minutes Book 13, pg. 214
	February 19, 2008	Minutes Page 26
	January 17, 2012	Agenda Item EA1
	February 21, 2017	Agenda Item BA3

### **POLICY STATEMENT**

This policy describes the procedures regarding public records access requests, and sets the rate schedule for related fees.

The County Commission and its departments will accept written requests for information from the public. Once staff receives the Public Records Access Request, the requested information shall be made available to the requestor within ten (10) business days; however, it is noted that some requests may require substantial time to collect and therefore could take additional time. In such cases when staff anticipates the collection of documents will exceed ten (10) business days, staff will inform the requestor of a date and time when the documentation will be available for review. In order to provide said public records and continue to maintain proper office operation, a time will be arranged for the citizen to come to the County office where the requested records are located to inspect and view the files, provided that requested records are not covered by known Right to Privacy Limitations or other sensitive document restrictions. The citizen has the right to request assistance in locating said records and to have copies made of the same.

**COSTS:** The County is permitted by law to recoup reasonable costs incurred in providing public records which can include retrieval, research, and duplication and preparation time. The requestor will be provided in advance with estimated cost for materials, labor and shipping or delivery.

**LABOR:** No labor charge is imposed when a nominal amount of staff time is needed to respond to a request. Requests requiring more than 15 minutes of staff time shall be charged at the hourly rate of the least-paid staff member of the applicable department who can respond to the request.

**DEPOSIT:** A deposit is required when the Records Manager determines that more than one (1) hour of staff time will be needed to respond to a request. If the final cost is less than the deposit, the difference will be refunded; if greater, the additional cost must be paid prior to delivery or review of the records.

<b>RATES SCHEDULE</b>	
<b>Standard copies (up to 11 x 17 in size)</b>	<b>25¢ per page</b>  <b>Charges for maps, plats and other large documents are set by the applicable department.</b>
<b>Certifications</b>	<b>\$1.00 per certification</b>
<b>Staff Labor</b>	<b>Hourly pay rate of the least-paid employee of the applicable department who can respond to the request including benefits as posted on Baldwin County salaries online, billed at quarter hour increments.</b>
<b>Deposit</b>	<b>A deposit is required if the Records Manager determines that more than one (1) hour of staff time is needed to respond to a request.</b>

## **PROCEDURAL REQUIREMENT**

In order to carry out this policy, the following steps must be taken:

1. Once the Baldwin County Public Records Access Request Form is received from the requestor at the Records Manager's Office, staff forwards the request via email to the Department Head and applicable staff members of the appropriate County Department. The requested records will be made available to the requestor within ten (10) working days. An appointment will be made for the

requestor to view the records in the County facility where said records are located. Copies of the documents will be made by staff as requested.

2. Each department is responsible for logging staff time and for providing the requested information/documents and a detailed invoice to the Records Manager. The Records Manager provides the invoice to the requestor which must be paid prior to the delivery of the information.

3. Staff will retain copies of all information/documentation provided to the requestor.

### **FORMS/ATTACHMENTS/EXHIBITS**

1. Baldwin County Public Records Access Request Form

**BALDWIN COUNTY, ALABAMA**  
**PUBLIC RECORDS ACCESS REQUEST**

**Availability Statement:** The Baldwin County Commission (Commission) acknowledges the public records access as provided by Code of Alabama (36-12-40); and further defined under Code of Alabama (41-13-1); however, in order to provide said public records and continue to maintain proper office operation, the Commission stipulates that requests for all public records shall be made in writing and upon receipt of the written request, the Commission further stipulates that the requested documents will be made available to the requester within ten (10) working days of the request, provided that requested records are not covered by known Right to Privacy Limitations or other sensitive document restrictions.

I, \_\_\_\_\_, request access to the below described public records. I further acknowledge that I have the right to request assistance in the locating of said records, and to have copies made of the same; and that any time spent by county personnel for records location research shall be charged at the hourly pay rate of the employee conducting the research. I understand that a deposit will be required if more than one (1) hour of staff time will be needed to respond my request. The established cost for copies of records has been set at .25 cents per page for standard copies up to 11 x 17 in size. Charges for maps, plats and other large documents are set by the applicable department. Certification of documents has been set at \$1.00 per certification. I fully acknowledge and guarantee payment for these services to the Baldwin County Commission.

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact number: \_\_\_\_\_ Email: \_\_\_\_\_

Records requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR OFFICE USE ONLY**

Date Request Received (Staff Date/Initial):	
Employee(s)/Department(s) Responding to Request:	
Additional Information/Notes:	



## BALDWIN COUNTY COMMISSION

POLICY #2.13		
<b>Subject</b>	Public Records Access and Rates Schedule	
<b>Date Adopted</b>	February 21, 2017	
<b>Agenda Item</b>	BA3	
<b>Obsolete Versions</b>	April 21, 1992	Minutes Book 11, pg. 292
	February 17, 1974	Minutes Book 4, pg. 119
	May 4, 1993	Minutes Book 13, pg. 214
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	January 17, 2012	Agenda Item EA1

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**COSTS:** The County is permitted by law to recoup reasonable costs incurred in providing public records which can include retrieval, research, and duplication and preparation time. The requestor will be provided in advance with estimated cost for materials, labor and shipping or delivery.

**LABOR:** No labor charge is imposed when a nominal amount of staff time is needed to respond to a request. Requests requiring more than 15 minutes of staff time shall be charged at the hourly rate of the least-paid staff member of the applicable department who can respond to the request. Any review/research time by the County Attorney shall be charged at the hourly rate of \$225.00.

**DEPOSIT:** A deposit is required when the Records Manager determines that more than one (1) hour of staff time will be needed to respond to a request. If the final cost is less than the deposit, the difference will be refunded; if greater, the additional cost must be paid prior to delivery or review of the records.

<b>RATES SCHEDULE</b>	
<b>Standard copies (up to 11 x 17 in size)</b>	<b>25¢ per page</b>  <b>Charges for maps, plats and other large documents are set by the applicable department.</b>
<b>Certifications</b>	<b>\$1.00 per certification</b>
<b>Staff Labor</b>	<b>Hourly pay rate of the least-paid employee of the applicable department who can respond to the request including benefits as posted on Baldwin County salaries online, billed at quarter hour increments.</b>
<b>County Attorney Review</b>	<b>\$225.00 per hour, billed at quarter hour increments</b>
<b>Deposit</b>	<b>A deposit is required if the Records Manager determines that more than one (1) hour of staff time is needed to respond to a request.</b>

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In order to carry out this policy, the following steps must be taken:

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County facility where said records are located. Copies of the documents will be made by staff as requested.

2. Each department is responsible for logging staff time and for providing the requested information/documents and a detailed invoice to the Records Manager. The Records Manager provides the invoice to the requestor which must be paid prior to the delivery of the information.

3. Staff will retain copies of all information/documentation provided to the requestor.

### **FORMS/ATTACHMENTS/EXHIBITS**

1. Baldwin County Public Records Access Request Form

**BALDWIN COUNTY, ALABAMA**  
**PUBLIC RECORDS ACCESS REQUEST**

**Availability Statement:** The Baldwin County Commission (Commission) acknowledges the public records access as provided by Code of Alabama (36-12-40); and further defined under Code of Alabama (41-13-1); however, in order to provide said public records and continue to maintain proper office operation, the Commission stipulates that requests for all public records shall be made in writing and upon receipt of the written request, the Commission further stipulates that the requested documents will be made available to the requester within ten (10) working days of the request, provided that requested records are not covered by known Right to Privacy Limitations or other sensitive document restrictions.

I, \_\_\_\_\_, request access to the below described public records. I further acknowledge that I have the right to request assistance in the locating of said records, and to have copies made of the same; and that any time spent by county personnel for records location research shall be charged at the hourly pay rate of the employee conducting the research. Any review/research time by the County Attorney shall be charged at the hourly rate of \$225.00. I understand that a deposit will be required if more than one (1) hour of staff time will be needed to respond my request. The established cost for copies of records has been set at .25 cents per page for standard copies up to 11 x 17 in size. Charges for maps, plats and other large documents are set by the applicable department. Certification of documents has been set at \$1.00 per certification. I fully acknowledge and guarantee payment for these services to the Baldwin County Commission.

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact number: \_\_\_\_\_ Email: \_\_\_\_\_

Records requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR OFFICE USE ONLY**

Date Request Received (Staff Date/Initial):	
Employee(s)/Department(s) Responding to Request:	
Additional Information/Notes:	



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0885, **Version:** 1

**Item #:** BA5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Frank Burt, Jr., Chairman

Ron Cink, County Administrator

**Submitted by:** Anu Gary, Administration/Records Manager

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### **ITEM TITLE**

Absentee Election Duties Related to the 2018 Statewide General Election

### **STAFF RECOMMENDATION**

Related to the 2018 Statewide General Election (November 6, 2018), take the following actions:

1) Pursuant to Section 17-11-2 of the Code of Alabama (1975), recognize the performance at and designate the place/office where the Absentee Election Manager shall perform such public duties for the applicable absentee election time period recognized by state law during the remainder of the 2018 Statewide Election Cycle [November 6, 2018], as follows:

Place: Baldwin County (Main) Courthouse at the County Seat in Bay Minette

Office: Office of Circuit Clerk of the 28th Judicial Circuit

8:00 AM - 4:30 PM (Monday - Friday)

2) Terminate the Contract for Services with Rhonda Smith for her services as the Assistant to the Absentee Election Manager for the 2018 Statewide Election Cycle, effective at midnight on September 4, 2018, and authorize the Chairman to sign correspondence to Ms. Smith notifying her of said contract termination; and

3) Approve the request of the Absentee Election Manager, the Honorable Jody Wise Campbell, and authorize the execution of a Contract for Services with Evelina Hernandez for her services as Assistant to the Absentee Election Manager at a rate of compensation of \$75.00 per day worked [as paid from Baldwin County Budget Line Item 51910.5150] for the applicable absentee election time period recognized by law during the remainder of the 2018 Statewide Election Cycle [November 6, 2018]. The term of the Contract shall commence no earlier than 12:01 a.m. on September 5, 2018, and expire no later than November 7, 2018, unless sooner terminated as set forth in the Contract.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** Several dates, see timeline and actions below

**Background:** Due to Circuit Clerk Jody Wise Campbell running for office with opposition during the 2018 Primary Election, her absentee election manager duties were assigned to Violetta Smith, Elections Coordinator at the Judge of Probate Office on February 20, 2018. Ms. Rhonda Smith was contracted to be the Assistant to the Absentee Election Manager at that time.

**February 20, 2018, Commission Action (passed):**

*“Related to the 2018 Statewide Primary Election, Primary Run-off Election and General Election, take the following actions:*

*1) Acknowledge the Appointing Board’s selection of Violetta Smith as the Absentee Election Manager for the applicable absentee election time period recognized by law during the 2018 Primary Election, Primary Run-off Election and General Election, as county employee who works as a poll worker or with absentee balloting as part of his or her job responsibilities as a county employee, and to be paid for working the hours he or she is required to spend at the polls and waive Baldwin County Commission Policy #2.10, not allowing the county employee listed above to receive any additional fees; and*

*2) Pursuant to Section 17-11-2 of the Code of Alabama (1975), recognize the performance at and designate the place/office where the Absentee Election Manager shall perform such public duties for the applicable absentee election time periods recognized by state law during the 2018 Statewide Primary, Primary Run-off and General Election Cycle, as follows:*

*Place: Baldwin County Probate Office at the County Seat in Bay Minette, Alabama*

*Office: Office of Judge of Probate, Baldwin County, Alabama*

*Time: 8:00 AM - 4:30 PM (Monday - Friday)*

*3) Authorize the execution of a Contract for Services with Rhonda Smith for her service as Assistant to the Absentee Election Manager at a rate of compensation of \$75.00 per day worked [as paid from Baldwin County Budget Line Item 51910.5150] for the applicable absentee election time periods recognized by law during the 2018 Primary, Primary Run-off and General Election Cycle (the term of the Contract shall commence no earlier than April 21, 2018, and expire no later than November 7, 2018, unless sooner terminated as set forth in the Contract).”*

On June 13, 2018, an email request was received from Ms. Campbell to take over the duties of the Absentee Election Manager for the rest of the General Election Cycle for 2018 (July 17, 2018 primary run-off election and November 6, 2018, General Election), and for Ms. Evelina Hernandez to take over the duties of the Assistant to the Absentee Election Manager for the same.

**June 19, 2018, Commission Action (failed due to lack of second):**

*“Related to the 2018 Statewide Primary Run-off Election and General Election, take the following actions:*

*1) Terminate the Contract for Services with Rhonda Smith for her services as the Assistant to the Absentee Election Manager for the 2018 Statewide Election Cycle, effective at midnight on June 19, 2018, and authorize the Chairman to sign correspondence to Ms. Smith notifying her of said contract termination; and*

2) Pursuant to Section 17-11-14 of the Code of Alabama (1975), determine the amount of compensation to be paid to the Absentee Election Manager, the Honorable Jody Wise Campbell, and for the applicable absentee election time period recognized by law during the remainder of the 2018 Statewide Election Cycle, effective at 12:01 a.m. on June 20, 2018, for the July 17, 2018 and November 6, 2018 elections, to be the same pay as a Precinct Inspector for federal/state/statewide elections provided at (Baldwin County Commission) Policy #2.10 [\$125.00 per day with eligibility for an additional \$25.00 per day worked if certified as a qualified poll worker or completing a local election school] which is compliant to Section 17-8-12 of the Code of Alabama 1975; and

3) Pursuant to Section 17-11-2 of the Code of Alabama (1975), recognize the performance at and designate the place/office where the Absentee Election Manager shall perform such public duties for the applicable absentee election time periods recognized by state law during the remainder of the 2018 Statewide Election Cycle [July 17, 2018 and November 6, 2018], as follows:

Place: Baldwin County (Main) Courthouse at the County Seat in Bay Minette  
Office: Office of Circuit Clerk of the 28th Judicial Circuit  
8:00 AM - 4:30 PM (Monday - Friday)

4) Approve the request of the Absentee Election Manager, the Honorable Jody Wise Campbell, and authorize the execution of a Contract for Services with Evelina Hernandez for her services as Assistant to the Absentee Election Manager at a rate of compensation of \$75.00 per day worked [as paid from Baldwin County Budget Line Item 51910.5150] for the applicable absentee election time periods recognized by law during the 2018 Statewide Election Cycle [July 17, 2018 and November 6, 2018] (the term of the Contract shall commence no earlier than 12:01 a.m. on June 20, 2018, and expire no later than November 7, 2018, unless sooner terminated as set forth in the Contract)."

On June 20, 2018, Ms. Campbell took over the duties of the Absentee Election Manager and Ms. Violetta Smith no longer acted in the capacity of the Absentee Election Manager. Ms. Rhonda Smith has continued working as the Assistant to the Absentee Election Manager.

#### **July 17, 2018, Commission Action (passed):**

*"Related to the 2018 Statewide Primary Run-off Election and General Election, take the following action:*

1) Pursuant to Section 17-11-14 of the Code of Alabama (1975), determine the amount of compensation to be paid to the Absentee Election Manager, the Honorable Jody Wise Campbell, and for the applicable absentee election time period recognized by law during the remainder of the 2018 Statewide Election Cycle, effective at 12:01 a.m. on June 20, 2018, for the July 17, 2018 and November 6, 2018 elections, to be the same pay as a Precinct Inspector for federal/state/statewide elections provided at (Baldwin County Commission) Policy #2.10 [\$125.00 per day worked with eligibility for an additional \$25.00 per day worked if certified as a qualified poll worker or completing a local election school] which is compliant to Section 17-8-12 of the Code of Alabama 1975."

On August 23, 2018, an email request was sent by Ms. Jody Campbell to Commission Chairman Frank Burt, Jr., requesting the Commission to approve the move of the Absentee Election Manager Office from the current location at the Bay Minette Probate Office, to the Circuit Clerk's Office at the main Courthouse in Bay Minette and for Ms. Evelina Hernandez to be the Assistant to the Absentee

Election Manager for the November 6, 2018, Statewide General Election.

This item was discussed at the August 28, 2018, BCC work session.

At this time, staff brings the request of Ms. Campbell for the Commission's consideration and approval.

### **FINANCIAL IMPACT**

#### **Total cost of recommendation:**

November 2018, Election (FY2019)

\$6,750 +/- \$150 per day worked not to exceed 45 days (Absentee Election Manager Compensation)

\$3,375 +/- \$75 per day worked not to exceed 45 days (Assistant)

**Budget line item(s) to be used:** 51910 Elections

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

### **LEGAL IMPACT**

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

**Reviewed/approved by:** County Attorney will review and approve before formal Commission action.

**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:** Time-sensitive

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

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

Administration - correspondence to:

Absentee Election Manager  
Jody Wise Campbell (notify via email only)

Contract to Assistant (2 Original Contracts):  
Evelina Hernandez  
1411 Hand Avenue  
Bay Minette, Alabama 36507

Notification of Commission action to:  
Rhonda Smith  
15490 Dogwood Road  
Bay Minette, Alabama 36507

cc:  
Violetta Smith (notify via email only)  
Probate Judge Tim Russell (notify via email only)  
Sheriff Huey Hoss Mack (notify via email only)

**Additional instructions/notes:** N/A



**From:** [Commissioner Frank Burt](#)  
**To:** [Jody Campbell](#); [Ronald Cink](#)  
**Cc:** [Anu Gary](#); [Miranda N. McKinnon](#); [Monica Taylor](#); [Keri Green](#)  
**Subject:** RE: ABSENTEE ELECTION OFFICE FOR THE GENERAL ELECTION  
**Date:** Thursday, August 23, 2018 11:29:05 AM

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Ron:

Can we get this on our AGENDA for Commission Work Session Tuesday?

Frank

---

**From:** Jody Campbell [mailto:jody.campbell@alacourt.gov]  
**Sent:** Thursday, August 23, 2018 11:25 AM  
**To:** Commissioner Frank Burt <FBURT@baldwincountyal.gov>; Ronald Cink <RCink@baldwincountyal.gov>  
**Subject:** ABSENTEE ELECTION OFFICE FOR THE GENERAL ELECTION  
**Importance:** High

I'm already receiving applications and phone calls about absentee voting in November. I respectfully request that the office of the Absentee election manager be moved back to my office in the Bay Minette Courthouse on the second floor. I would also ask that Evelina Hernandez be contracted to help me for the General Election. If we can get the AEM office moved back, but not the contract revised, I can live with that. Thanks.

***JODY WISE CAMPBELL  
BALDWIN COUNTY CIRCUIT CLERK &  
ABSENTEE ELECTION MANAGER  
312 Courthouse Square, Suite 10  
Bay Minette, AL 36507  
251-937-0379***



**COUNTY COMMISSION  
BALDWIN COUNTY**

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

[www.baldwincountyal.gov](http://www.baldwincountyal.gov)

**Anu Gary**  
Administration/Records Manager  
[agary@baldwincountyal.gov](mailto:agary@baldwincountyal.gov)  
(251) 580-2564

**Monica Taylor**  
Assistant Records Manager  
[mtaylor@baldwincountyal.gov](mailto:mtaylor@baldwincountyal.gov)  
(251) 580-1696

March 20, 2018

Ms. Rhonda Smith  
15490 Dogwood Road  
Bay Minette, Alabama 36507

**RE: Absentee Election Duties Related to the 2018 Statewide Primary Election,  
Primary Run-off Election and General Election**

Dear Ms. Smith:

Please find enclosed for your files a **fully executed original Contract for Services** approved during the February 20, 2018, Baldwin County Commission meeting for your service as Assistant to the Absentee Election Manager for the applicable absentee election time periods recognized by law during the 2018 Primary, Primary Run-off and General Election Cycle (the term of the *Contract* shall commence no earlier than April 21, 2018, and expire no later than November 7, 2018, unless sooner terminated as set forth in the *Contract*).

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 937-0395 or Ron Cink, County Administrator/Budget Director, at (251) 580-2550.

Sincerely,

ANU GARY, Administration/Records Manager  
Baldwin County Commission

FB/met Item BA1

cc: Ron Cink  
Violetta Smith  
The Honorable Tim Russell, Baldwin County Judge of Probate

ENCLOSURE

**CONTRACT FOR SERVICES  
(Rhonda Smith)**

THIS CONTRACT FOR SERVICES is made by and between Rhonda Smith, hereinafter referred to as "CONTRACTOR," and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama, hereinafter referred to as "COUNTY."

WITNESSETH

**WHEREAS**, Violetta Smith, is the "Absentee Election Manager" for Baldwin County pursuant to §17-11-1, et seq., of the Code of Alabama 1975; and

**WHEREAS**, Violetta Smith has requested that the necessary professional services and expertise of one Rhonda Smith (CONTRACTOR) be obtained, on a temporary part-time basis, for the purposes of aiding and/or assisting the Absentee Election Manager in her required duties relating to the 2018 Statewide Primary, Primary Run-off and General Election Cycle [June 5, 2018; July 17, 2018 (if necessary), and November 6, 2018]; and

**WHEREAS**, it is determined, by the Absentee Election Manager, that the CONTRACTOR possesses certain professional and unique qualifications and experience relating to the absentee election process, generally; and

**WHEREAS**, it is determined further, by the Absentee Election Manager and COUNTY, that the duties of the Absentee Election Manager of Baldwin County are, in fact, too numerous in number and great in magnitude for the Absentee Election Manager to accomplish adequately without the support of professional and experienced assistant; and

**WHEREAS**, Baldwin County is responsible for necessary and proper expenses and costs incurred in the carrying out of certain provisions, as outlined within Title 17 of the Code of Alabama 1975, surrounding elections generally; and

**WHEREAS**, it has been determined that such temporary part-time assistance to the Absentee Election Manager is, in fact, a necessary and proper expense or cost as anticipated by §17-11-16 Code of Alabama 1975; and

**WHEREAS**, the Attorney General of Alabama has rendered numerous opinions emphasizing that the Absentee Election Manager is vested with the authority to engage assistants to aid generally in the fulfillment of the Absentee Election Manager's duties (See, A.G. Nos. 93-064, 96-177, and 2003-057); and

**WHEREAS**, a general public purpose and a benefit to all citizens of Baldwin County will be served by providing both this requested assistance to the Absentee Election Manager and resulting expenditure of public funds by the COUNTY.

**NOW THEREFORE**, the premises considered, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

- I.     RECITALS.** The above recitals are hereby incorporated as part of this Contract for Services as if fully set forth.

- II. NOTICES.** Any notice or consent required or permitted to be given under this Contract for Services shall be given to the respective party in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To the COUNTY: Baldwin County Administration Building  
Attn: Chairman of the Baldwin County Commission  
312 Courthouse Square, Suite 10  
Bay Minette, Alabama 36507

To the CONTRACTOR: Rhonda Smith  
15490 Dogwood Road  
Bay Minette, Alabama 36507

or at such other address or to such other person that the Parties may from time to time designate in writing.

- III. SCOPE OF SERVICES.** The CONTRACTOR agrees to provide services, as referenced, only to the extent as authorized by the Absentee Election Manager as follows:

- a. Any and all services, whether clerical or otherwise, as required and/or directed by the Absentee Election Manager, to carry out and fulfill the intent of the election laws of the State of Alabama.
- b. Consult and coordinate on a regular basis with the Absentee Election Manager in providing the services herein.
- c. Provide, to the COUNTY, a synopsis of absentee election results for all elections held during the term of this Contract for Services at the direction of the Absentee Election Manager.

- IV. TERM/PERIOD OF PERFORMANCE.** The CONTRACTOR shall complete adequate performance of the duties and provisions herein for the applicable absentee election time periods recognized by law during the 2018 Statewide Primary, Primary Run-off and General Election Cycle [June 5, 2018; July 17, 2018 (if necessary), and November 6, 2018], with commencement of her services beginning no earlier than April 21, 2018, and terminating no later than November 7, 2018, unless sooner terminated as set forth herein.

- V. TERMINATION.** It is understood and agreed that the COUNTY in its absolute discretion, with or without cause, may terminate this Contract for Services. Termination may be accomplished in writing or verbally. Once notice of termination is given by the COUNTY to the CONTRACTOR, this Contract for Services shall immediately and automatically terminate, and CONTRACTOR shall have no further right, permission or authority to perform the duties herein contemplated. Notice shall be effective upon mailing or other delivery as provided in paragraph II., or verbally if earlier.

**VI. COMPENSATION OF THE CONTRACTOR.** The CONTRACTOR shall be paid for performance under this Contract for Services in accordance with the following terms:

- a. The CONTRACTOR will be paid \$75.00/day worked commencing no earlier than April 21, 2018, and for each day worked thereafter during the applicable absentee election time periods recognized by law during the 2018 Statewide Primary, Primary Run-off and General Election Cycle [June 5, 2018; July 17, 2018 (if necessary), and November 6, 2018] for the services rendered, no matter the number of hours spent in performance of the required duties.
- b. The CONTRACTOR shall provide to the COUNTY, by and through, and as and when directed by, the Absentee Election Manager, detailed documentation of the services rendered.
- c. Actual payments by the COUNTY for services provided herein shall be made, upon submission of the documentation as contemplated within the above section (Compensation of the Contractor).

**VII. INDEPENDENT CONTRACTOR.** The CONTRACTOR shall perform all of her services under this Contract for Services as an independent contractor and not as an employee of the COUNTY. The CONTRACTOR understands and acknowledges that he/she shall not be entitled to any of the benefits as an employee of the COUNTY, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. The CONTRACTOR further understands that such services are limited for a definite period of time and with a definite contract termination date.

**VIII. STANDARD OF PERFORMANCE.** The CONTRACTOR shall perform all duties required by this Contract for Services independently with little to no supervision. The CONTRACTOR represents that he/she has the skills and expertise necessary to perform the service required under this Contract for Services. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which the CONTRACTOR is engaged. All products of whatsoever nature, which the CONTRACTOR delivers to the COUNTY pursuant to this Contract for Services, if any, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession. The CONTRACTOR shall correct or revise any errors or omissions at the COUNTY'S request without additional compensation.

**IX. TAXES.** The COUNTY shall not be responsible for paying any taxes on the CONTRACTOR'S behalf, and should the COUNTY be required to do so by state, federal, or local taxing agencies, the CONTRACTOR agrees to promptly reimburse the COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

- X. **CONFLICT OF INTEREST.** The CONTRACTOR covenants that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Contract for Services.
- XI. **HOLD HARMLESS.** The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all damage or injury, whether personally or to affected third persons, as a result of or incidental to the services rendered under this Contract for Services.
- XII. **ASSIGNMENT.** The CONTRACTOR shall not assign any of her rights nor transfer any of her obligations under this Contract for Services without the prior written consent of the COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect.
- XIII. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract for Services shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XIV. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the COUNTY is intended to be exclusive of any other remedy or remedies, and the COUNTY retains each and every such remedy, now or hereafter existing at law or in equity or otherwise.
- XV. **TIME IS OF THE ESSENCE.** Time is of the essence in this Contract for Services and each covenant and term is a condition herein.
- XVI. **NO WAIVER OF DEFAULT.** No delay or omission of the COUNTY 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 Contract for Services to the COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the COUNTY.
- XVII. **ENTIRE CONTRACT AND AMENDMENT.** In conjunction with the matters considered herein, this Contract for Services contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract for Services may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Contract for Services and by no other means. Each party waives their future right to claim, contest or assert that this Contract for Services was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.



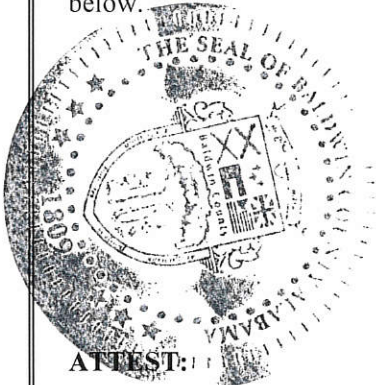
**XVIII. COMPLIANCE WITH THE LAW.** The CONTRACTOR shall, at her sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to the Contract for Services generally.

**XIX. ALABAMA LAW.** This Contract for Services shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles. Any litigation regarding this Contract for Services or its contents shall be filed in the County of Baldwin, if in state court, or if in federal court, in the United States District Court for the Southern District of Alabama, Southern Division.

**XX. EXECUTION OF COUNTERPARTS.** This Contract for Services may be executed in two (2) counterparts, and each of such counterparts shall for all purposes be deemed to be an original if originally signed by all Parties hereto. All such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

**XXI. DRUG-FREE WORK PLACE.** In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Contract for Services, the CONTRACTOR certifies that he/she is responsible for knowing, and will comply with, the standards of the COUNTY's drug-free work place.

**IN TESTIMONY** of which, both COUNTY, by an appropriate motion adopted, at a legally authorized meeting of its governing body held on the 20th day of February, 2018, and CONTRACTOR, also in full agreement and acknowledgement of the terms contained herein, fully execute this Contract for Services as of the last date of execution by COUNTY below.



**COUNTY:**  
**BALDWIN COUNTY COMMISSION**  
**BALDWIN COUNTY, ALABAMA**

BY: Frank Burt, Jr. /Date 3/8/18  
Frank Burt, Jr.  
Chairman

ATTEST:

Ronald J. Cink /Date  
Ronald J. Cink  
County Administrator

**CONTRACTOR:**  
Rhonda Smith /Date 3-5-18  
Rhonda Smith

**\*NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA )

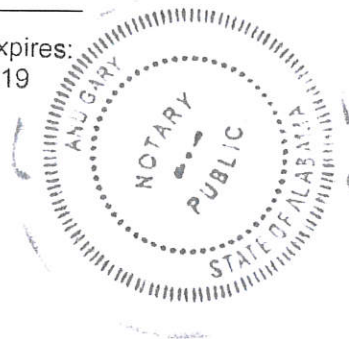
COUNTY OF BALDWIN )

I, Anu Gary, a Notary Public in and for said County, in said State, hereby certify that Frank Burt, Jr., as Chairman of the Baldwin County Commission, and Ronald J. Cink, as County Administrator, whose names are signed to the foregoing Contract for Services, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, they executed the same with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the 8th day of March, 2018.

Anu Gary  
Notary Public SEAL  
My Commission Expires: \_\_\_\_\_

My Commission Expires:  
October 12, 2019



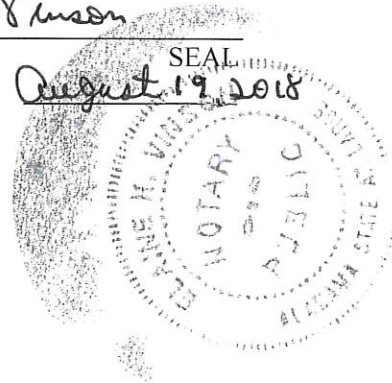
STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, Elaine H. Vinson, a Notary Public in and for said County, in said State, hereby certify that Rhonda Smith is the individual whose name is signed to the foregoing Contract for Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, he/she executed the same with full authority to do so voluntarily and personally.

Given under my hand and official seal, this the 5th day of March, 2018.

Elaine H. Vinson  
Notary Public SEAL  
My Commission Expires: August 19, 2018





**CONTRACT FOR SERVICES**  
**(Evelina Hernandez)**

THIS CONTRACT FOR SERVICES is made by and between Evelina Hernandez, hereinafter referred to as “CONTRACTOR”, and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama, hereinafter referred to as “COUNTY.”

**WITNESSETH**

**WHEREAS**, Jody Wise Campbell, Circuit Clerk of the 28<sup>th</sup> Judicial Circuit of the State of Alabama (Baldwin County, Alabama) is the “Absentee Election Manager” for Baldwin County pursuant to §17-11-1, et seq., of the Code of Alabama 1975; and

**WHEREAS**, Jody Wise Campbell has requested that the necessary professional services and expertise of one Evelina Hernandez (CONTRACTOR) be obtained, on a temporary part-time basis, for the purposes of aiding and/or assisting the Absentee Election Manager in her required duties relating to the 2018 Statewide General Election [November 6, 2018]; and

**WHEREAS**, it is determined, by the Absentee Election Manager, that the CONTRACTOR possesses certain professional and unique qualifications and experience relating to the absentee election process, generally; and

**WHEREAS**, it is determined further, by the Absentee Election Manager and COUNTY, that the duties of the Absentee Election Manager of Baldwin County are, in fact, too numerous in number and great in magnitude for the Absentee Election Manager to accomplish adequately without the support of professional and experienced assistance; and

**WHEREAS**, Baldwin County is responsible for necessary and proper expenses and costs incurred in the carrying out of certain provisions, as outlined within Title 17 of the Code of Alabama 1975, surrounding elections generally; and

**WHEREAS**, it has been determined that such temporary part-time assistance to the Absentee Election Manager is, in fact, a necessary and proper expense or cost as anticipated by §17-11-16 Code of Alabama 1975; and

**WHEREAS**, the Attorney General of Alabama has rendered numerous opinions emphasizing that the Absentee Election Manager is vested with the authority to engage assistants to aid generally in the fulfillment of the Absentee Election Manager’s duties (See, A.G. Nos. 93-064, 96-177, and 2003-057); and

**WHEREAS**, a general public purpose and a benefit to all citizens of Baldwin County will be served by providing both this requested assistance to the Absentee Election Manager and resulting expenditure of public funds by the COUNTY.

**NOW THEREFORE**, the premises considered, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

- I.     RECITALS.** The above recitals are hereby incorporated as part of this Contract for Services as if fully set forth.

- II. NOTICES.** Any notice or consent required or permitted to be given under this Contract for Services shall be given to the respective party in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To the COUNTY: Baldwin County Administration Building  
Attn: Chairman of the Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

To the CONTRACTOR: Evelina Hernandez  
1411 Hand Avenue  
Bay Minette, Alabama 36507

or at such other address or to such other person that the Parties may from time to time designate in writing.

- III. SCOPE OF SERVICES.** The CONTRACTOR agrees to provide services, as referenced, only to the extent as authorized by the Absentee Election Manager as follows:

- a. Any and all services, whether clerical or otherwise, as required and/or directed by the Absentee Election Manager, to carry out and fulfill the intent of the election laws of the State of Alabama.
- b. Consult and coordinate on a regular basis with the Absentee Election Manager in providing the services herein.
- c. Provide, to the COUNTY, a synopsis of absentee election results for all elections held during the term of this Contract for Services at the direction of the Absentee Election Manager.

- IV. TERM/PERIOD OF PERFORMANCE.** The CONTRACTOR shall complete adequate performance of the duties and provisions herein for the applicable absentee election time periods recognized by law during the 2018 Statewide General Election [November 6, 2018], with commencement of her services beginning no earlier than September 5, 2018, and terminating no later than November 7, 2018, unless sooner terminated as set forth herein.

- V. TERMINATION.** It is understood and agreed that the COUNTY in its absolute discretion, with or without cause, may terminate this Contract for Services. Termination may be accomplished in writing, or verbally. Once notice of termination is given by the COUNTY to the CONTRACTOR, this Contract for Services shall immediately and automatically terminate, and CONTRACTOR shall have no further right, permission or authority to perform the duties herein contemplated. Notice shall be effective upon mailing or other delivery as provided in paragraph II., or verbally if earlier.

- VI. COMPENSATION OF THE CONTRACTOR.** The CONTRACTOR shall be paid for performance under this Contract for Services in accordance with the following terms:

- a. The CONTRACTOR will be paid \$75.00/day worked commencing no earlier than September 5, 2018, and for each day worked thereafter during the applicable absentee election time periods recognized by law during the 2018 Statewide General Election [November 6, 2018] for the services rendered, no matter the number of hours spent in performance of the required duties. Exhibit A - Compensation for Absentee Election Managers Memorandum from the Office of the State Comptroller, Department of Finance, dated March 26, 2018.
- b. The CONTRACTOR shall provide to the COUNTY, by and through, and as and when directed by, the Absentee Election Manager, detailed documentation of the services rendered.
- c. Actual payments by the COUNTY for services provided herein shall be made, upon submission of the documentation as contemplated within the above section (Compensation of the Contractor).

**VII. INDEPENDENT CONTRACTOR.** The CONTRACTOR shall perform all of her services under this Contract for Services as an independent contractor and not as an employee of the COUNTY. The CONTRACTOR understands and acknowledges that she shall not be entitled to any of the benefits as an employee of the COUNTY, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. The CONTRACTOR further understands that such services are limited for a definite period of time and with a definite contract termination date.

**VIII. STANDARD OF PERFORMANCE.** The CONTRACTOR shall perform all duties required by this Contract for Services independently with little to no supervision. The CONTRACTOR represents that she has the skills and expertise necessary to perform the service required under this Contract for Services. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which the CONTRACTOR is engaged. All products of whatsoever nature, which the CONTRACTOR delivers to the COUNTY pursuant to this Contract for Services, if any, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession. The CONTRACTOR shall correct or revise any errors or omissions at the COUNTY'S request without additional compensation.

**IX. TAXES.** The COUNTY shall not be responsible for paying any taxes on the CONTRACTOR'S behalf, and should the COUNTY be required to do so by state, federal, or local taxing agencies, the CONTRACTOR agrees to promptly reimburse the COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**X. CONFLICT OF INTEREST.** The CONTRACTOR covenants that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or

indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Contract for Services.

- XI. HOLD HARMLESS.** The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all damage or injury, whether personally or to affected third persons, as a result of or incidental to the services rendered under this Contract for Services.
- XII. ASSIGNMENT.** The CONTRACTOR shall not assign any of her rights nor transfer any of her obligations under this Contract for Services without the prior written consent of the COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect.
- XIII. SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract for Services shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XIV. REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the COUNTY is intended to be exclusive of any other remedy or remedies, and the COUNTY retains each and every such remedy, now or hereafter existing at law or in equity or otherwise.
- XV. TIME IS OF THE ESSENCE.** Time is of the essence in this Contract for Services and each covenant and term is a condition herein.
- XVI. NO WAIVER OF DEFAULT.** No delay or omission of the COUNTY 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 Contract for Services to the COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the COUNTY.
- XVII. ENTIRE CONTRACT AND AMENDMENT.** In conjunction with the matters considered herein, this Contract for Services contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract for Services may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Contract for Services and by no other means. Each party waives their future right to claim, contest or assert that this Contract for Services was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.
- XVIII. COMPLIANCE WITH THE LAW.** The CONTRACTOR shall, at her sole cost and expense, comply with all County, State and Federal ordinances and statutes now in

force or which may hereafter be in force with regard to the Contract for Services generally.

**XIX. ALABAMA LAW.** This Contract for Services shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles. Any litigation regarding this Contract for Services or its contents shall be filed in the County of Baldwin, if in state court, or if in federal court, in the United States District Court for the Southern District of Alabama, Southern Division.

**XX. EXECUTION OF COUNTERPARTS.** This Contract for Services may be executed in two (2) counterparts, and each of such counterparts shall for all purposes be deemed to be an original if originally signed by all Parties hereto. All such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

**XXI. DRUG-FREE WORK PLACE.** In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Contract for Services, the CONTRACTOR certifies that she is responsible for knowing, and will comply with, the standards of the COUNTY's drug-free work place.

**IN TESTIMONY** of which, both COUNTY, by an appropriate motion adopted, at a legally authorized meeting of its governing body held on the 4<sup>th</sup> day of September, 2018, and CONTRACTOR, also in full agreement and acknowledgement of the terms contained herein, fully execute this Contract for Services as of the last date of execution by COUNTY below.

**COUNTY:  
BALDWIN COUNTY COMMISSION  
BALDWIN COUNTY, ALABAMA**

BY: \_\_\_\_\_  
FRANK BURT, JR. / Date  
Chairman

ATTEST:

\_\_\_\_\_  
RONALD J. CINK / Date  
County Administrator

**CONTRACTOR:**

\_\_\_\_\_  
Evelina Hernandez / Date

**\*NOTARY PAGE TO FOLLOW**

COUNTY OF BALDWIN )

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2018.

STATE OF ALABAMA )

COUNTY OF BALDWIN )

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2018.

Page 6 of 6  
Contract for Services-Evelina Hernandez – 2018 Statewide General Election (November 6, 2018)



STATE OF ALABAMA  
Department of Finance  
Office of the State Comptroller

100 North Union Street, Suite 220  
Montgomery, Alabama 36130-2620  
Telephone (334) 242-7050 Fax (334) 242-7466  
[www.comptroller.alabama.gov](http://www.comptroller.alabama.gov)

Kay Ivey  
Governor


Clinton Carter  
Finance Director

Kathleen D. Baxter, PhD, CGFM, CPM  
State Comptroller

March 26, 2018

MEMORANDUM

TO: ALL County Commissions

FROM: Kathleen D. Baxter  
State Comptroller 

SUBJECT: Compensation for Absentee Election Managers

This letter is to clarify the reimbursements due to the county for the Absentee Election Manager. Pursuant to Code of Alabama, Section 17-11-2, each county shall have an Absentee Election Manager to fulfill the duties assigned by the Code of Alabama. The Absentee Election Manager "shall be entitled to the same compensation for the performance of his or her duties as is provided in Section 17-11-14.

The discussion has been whether Absentee Election Managers are paid for holidays and weekends. This question was raised when reimbursement claims were being received for the election held December 12, 2017. The 45-day period prior to the election crossed Veteran's Day and the Thanksgiving holidays (Thursday, Friday and the weekend), and it was noticed that most of the counties submitted reimbursement claims for all those days over Thanksgiving.

After reviewing several Attorney General Opinions', it appeared that services must be performed to qualify for payment. My staff asked for clarification from our Legal team and it was returned that: *"Absentee Election Managers should only be paid for days actually worked, up to a maximum of 45 days preceding an election and including election day. Holidays and weekends are excluded, unless the individual actually performed work on those days."*

Since this was not understood by many counties, the State is reimbursing the counties for the days paid to Absentee Election Manager's for the December 12, 2017 election; however, on future claims the Absentee Election Manager should not be paid by the County unless work was performed, which includes work performed on holidays and weekends. For future elections, please submit a signed attendance record from the Absentee Election Manager to support the reimbursement for this cost. I have attached a sample document that may be used for this purpose. If you have any questions, please call or email Kim Butterbaugh at 334-242-7073, [kimberly.butterbaugh@comptroller.alabama.gov](mailto:kimberly.butterbaugh@comptroller.alabama.gov), or Pam Harris at 334-242-4225, [pam.harris@comptroller.alabama.gov](mailto:pam.harris@comptroller.alabama.gov).



\_\_\_\_\_(County)Absentee Election Manager  
ATTENDANCE REPORT

MONTH/YEAR \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL

MONTH/YEAR \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL

MONTH/YEAR \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL

**Grand Total of Days Worked** \_\_\_\_\_

The above services were rendered in accordance with Section 17-11-14, Code of Alabama 1975, as amended.

**I, do hereby certify that the days indicated above were worked in the performance of my duties as Absentee Election Manager for the election held \_\_\_\_\_.**

\$125.00 per diem x total # days \_\_\_\_\_ = \_\_\_\_\_  
Reimbursable Amount

Absentee Election Manager

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date



## COMMISSION POLICY

## POLICY #2.10

**SUBJECT:** Polling Place Hours / Poll Worker Compensation

**DATE ADOPTED**  
February 7, 2012

**AGENDA ITEM**  
EA5

**OBSOLETE VERSIONS** *(Can be found in the Inactive Policy Book.)*

**DATE ADOPTED**

**PAGE (BCC MINUTES)**

December 15, 1992

Book 12, pg. 358

June 10, 1998

Book 20, pg. 313

February 19, 2008

Page 26

September 21, 2010

Page 13

*NOTE: (CHARACTERISTICS OF A GOOD POLICY AND PROCEDURE DOCUMENT) -- A policy is typically a document that outlines specific requirements or rules that must be met. The overall goal is to write policies that are clear, concise and in simple language. If you use an acronym, spell it out the first time you use it.*

### **POLICY STATEMENT**

This policy relates to the hours of operation for polling places as well as the provision of equivalent compensation for poll workers in Baldwin County, Alabama, for federal / state / statewide elections and special county elections; further, addressing compensatory issues for county employees, who work as a poll worker or with absentee balloting as part of their job responsibilities, in conformance with the *Baldwin County Commission Employee Handbook*.

**A. THE HOURS OF OPERATION OF POLLING PLACES**

In accordance with Section 17-9-6 of the Code of Alabama 1975, every polling place, in Baldwin County, Alabama, shall be open for voting at 7:00 A.M. and shall close at 7:00 P.M.

**B. COMPENSATION OF POLL WORKERS – GENERAL INFORMATION**

Section 45-2-111 of the Code of Alabama 1975 provides as follows:

Compensation - Poll workers.

In Baldwin County, each poll worker shall receive compensation payable out of the general fund of the county as set by the county commission from time to time. The compensation shall be in lieu of any and all prior or subsequent compensation provided by local law.

(Act 80-498, p. 772, §1; Act 92-670, 2nd Sp. Sess., p. 50, §1; Act 2007-265, p. 357, §1.)

**B. (1) COMPENSATION OF POLL WORKERS FOR FEDERAL / STATE / STATEWIDE ELECTIONS FOR WHICH COUNTY EXPENSES ARE REIMBURSED BY THE STATE OF ALABAMA AS DEFINED IN CHAPTER 16, TITLE 17 OF THE CODE OF ALABAMA 1975**

Under authority of Section 45-2-111 of the Code of Alabama 1975 (Act No. 92-670, as amended by Act No. 2007-265), and only for federal / state / statewide elections for which county expenses are reimbursed by the State of Alabama as defined in Chapter 16, Title 17, of the Code of Alabama 1975, the Baldwin County Commission shall compensate poll workers as follows:

Precinct Inspectors: One Hundred and Twenty-five Dollars (\$125) per day\*  
Precinct Chief Clerks: One Hundred and Ten Dollars (\$110) per day\* (\*\*)  
Precinct Clerks: One Hundred Dollars (\$100) per day\*

\* Section 17-8-12 of the Code of Alabama 1975 requires, for federal / state / statewide elections, Precinct Inspectors to be compensated \$100 per day and Precinct Clerks to be compensated \$75 per day which this policy, at this subsection, is compliant. Further, Section 17-8-12 of the Code of Alabama 1975 provides that poll workers, for federal / state / statewide elections, also receive additional compensation of \$25 upon completion of a local election school or being certified as a qualified poll worker by the Probate Judge which, upon the foregoing being accomplished, provides total compensation for eligible Precinct Inspectors at \$150 per day, Precinct Chief Clerks at \$135 per day and Precinct Clerks at \$125 per day.

(\*\*) This policy authorizes no more than ten (10) total Precinct Chief Clerks countywide for each election. A Precinct Chief Clerk shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Chief Clerk only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

**B. (2) COMPENSATION OF POLL WORKERS FOR SPECIAL BALDWIN COUNTY OR OTHER ELECTIONS HELD AT ANY TIME OTHER THAN AT THE TIME OF HOLDING FEDERAL / STATE / STATEWIDE ELECTIONS**

Under authority of Section 45-2-111 of the Code of Alabama 1975 (Act No. 92-670, as amended by Act No. 2007-265), and only for special Baldwin County or other elections held at any time other than at the time of holding federal / state / statewide elections, the Baldwin County Commission shall compensate poll workers as follows:

Precinct Inspectors: One Hundred and Fifty Dollars (\$150) per day  
Precinct Chief Clerks: One Hundred and Ten Dollars (\$135) per day (\*\*)  
Precinct Clerks: One Hundred and Twenty-five Dollars (\$125) per day

(\*\*) This policy authorizes no more than ten (10) total Precinct Chief Clerks countywide for each election. A Precinct Chief Clerk shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Chief Clerk only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

### **C. COUNTY EMPLOYEES**

In accordance with the *Baldwin County Commission Employee Handbook*, adopted by the Baldwin County Commission pursuant to Act No. 95-581, 1995 Regular Session of the Legislature of Alabama, as amended by Act No. 2005-159, 2005 Regular Session of the Legislature of Alabama, as amended by Act No. 2010-566, 2010 Regular Session of the Legislature of Alabama, a county employee who works as a poll worker or with absentee balloting as part of his or her job responsibilities as a county employee shall be paid for working the hours he or she is required to spend at the polls and shall be allowed to receive any additional fees allowed by law.

### **FORMS/ATTACHMENTS/EXHIBITS**

- 1) Act No. 92-670
- 2) Act No. 2007-265 (Section 45-2-111 of the Code of Alabama 1975)
- 3) Section 17-8-12 of the Code of Alabama 1975
- 4) *Baldwin County Commission Employee Handbook* (see III. Employee Benefits. D. 2. Voting)

### **RELATED POLICIES**

Baldwin County Commission Employee Handbook (see III. Employee Benefits. D. 2. Voting)

Act No. 92-670

H. 92 – Reps. Penry, McMillan

AN ACT

Relating to Baldwin County, providing further for the compensation of poll workers payable from the county general fund

*Be It Enacted by the Legislature of Alabama:*

**Section 1.** In Baldwin County each poll worker shall receive compensation in the amount of not more than one hundred dollars (\$100) per day nor less than fifty dollars (\$50) per day payable out of the general fund of the county as set by the county commission from time to time. The compensation shall be in lieu of any and all prior or subsequent compensation provided by law.

**Section 2.** All laws or parts of laws which conflict with this act are repealed.

**Section 3.** This act shall become effective immediately upon its passage and approval by the Governor, or upon its otherwise becoming a law.

Approved October 6, 1992

Time: 4:36 P.M.

**ACT No. 2007- 265**

1 HB633  
2 88668-3  
3 By Representatives McMillan, Davis, Faust, Baker (A) and  
4 Shiver (N & P)  
5 RFD: Baldwin County Legislation  
6 First Read: 10-APR-07



Page 0

1

2 ENROLLED, An Act,

3

4 Relating to Baldwin County; amending Act No. 92-670,  
5 1992 Second Special Session (Acts 1992, p. 50), providing for  
6 the compensation of poll workers, to further provide for the  
7 compensation.

8

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

9

10 Section 1. Section 1 of Act No. 92-670, 1992 Second  
11 Special Session (Acts 1992, p. 50), is amended to read as  
12 follows:

13

14 "Section 1. In Baldwin County, each poll worker  
15 shall receive compensation payable out of the general fund of  
16 the county as set by the county commission from time to time.  
17 The compensation shall be in lieu of any and all prior or  
18 subsequent compensation provided by local law."

19

20 Section 2. This act shall become effective  
21 immediately following its passage and approval by the  
22 Governor, or its otherwise becoming law.

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*Ray. / Huie*

Speaker of the House of Representatives

*Jim Folsom*

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in  
and was passed by the House 12-APR-07.

Greg Pappas  
Clerk

Senate

29-MAY-07

Passed

APPROVED *June 6, 2007*  
TIME *11:35 a.m.*  
*Bob Riley*  
GOVERNOR

Alabama Secretary Of State

Act Num....: 2007-265  
Bill Num...: H-633

Page 2

Recv'd 06/06/07 01:58pmJJB

**HISTORY****Derivation of Section:**

This section is former Section 17-6-12, as amended and renumbered by Act 2006-570, § 41, effective January 1, 2007.

**Amendment notes:**

The 2006 amendment, effective January 1, 2007, substituted "inspector" for "returning officer", and substituted "precinct election officials present shall select one of their number to return the ballots to the county returning officer" for "inspectors or those acting as such

must appoint from the qualified electors one to serve during the election".

**Disposition of Former Section:**

Former Section 17-8-11 was amended and renumbered as Section 17-6-34 by Act 2006-570, § 33, effective January 1, 2007.

**LIBRARY REFERENCES****American Digest System:**

Elections ¶251.

**Corpus Juris Secundum:**

C.J.S. Elections § 229.

**§ 17-8-12. Compensation of election officials.**

(a) The inspector and clerks shall each be entitled to base compensation of fifty dollars (\$50). The compensation of the election officials shall be paid as preferred claims, out of moneys in the county treasury not appropriated, on proper proof of service rendered. In all counties in which the compensation of election officials is prescribed by local law or general law of local application at an amount in excess of the amount prescribed, the compensation of the election officials shall not be decreased under this section and the county commission may increase the compensation so prescribed. In those counties in which compensation of election officials is set at an amount in excess of five dollars (\$5) per day, but less than fifty dollars (\$50) per day, the provision of the local law or general law of local application relative thereto is superseded and the compensation prescribed herein shall be the total compensation of election officials in the counties.

(b) In addition to the compensation provided in subsection (a), each clerk shall be entitled to supplemental compensation paid by the state to ensure that the total compensation paid to each shall be in an amount of at least seventy-five dollars (\$75) per day, and each inspector shall be entitled to supplemental compensation paid by the state in an amount that ensures that the total compensation of an inspector is at least one hundred dollars (\$100) per day. Upon completion of a local election school or being certified as a qualified poll worker by the probate judge, or both, each clerk and inspector shall be entitled to receive an additional twenty-five dollars (\$25) per day in compensation from the state. The increase provided for in this subsection shall not increase or decrease any salary supplement paid under a local law which is in effect on October 1, 2005. The provisions of this subsection shall only apply to those statewide elections for which county expenses are reimbursed by the state as defined in Chapter 16. The provisions of this subsection shall not apply to special county or other elections held at any time other than at the time of holding statewide elections. (Code 1876, § 290; Code 1886, § 386; Code 1896, § 1643; Code 1907, § 419; Code 1923, § 509; Code 1940, T. 17, § 198; Acts 1943, No. 311, p. 299; Acts 1947, No. 127, p. 38; Acts 1970, Ex. Sess., No. 30, p. 2652; Acts 1981, No. 81-674, p. 1099; Acts 1993, No. 93-639, p. 1095, § 1; Act 2000-671, p. 1338, § 1; Act



2006-327, p. 705, § 1; § 17-6-13; amended and renumbered by Act 2006-570, p. 1331, § 41.)

#### COMMENT

No substantive change. Precinct election officials are defined in § 17-1-2.

#### HISTORY

##### Derivation of Section:

This section is former Section 17-6-13, as amended and renumbered by Act 2006-570, § 41, effective January 1, 2007.

##### Amendment notes:

**The 1993 amendment**, effective May 13, 1993, in the first sentence, deleted "and" following "officer," substituted "\$50" for "\$25.00," and deleted "and the returning officer, in addition, to \$.25 a mile in going to the courthouse and returning to the place of holding the election" at the end of the sentence; deleted "otherwise" preceding "appropriated" in the second sentence; in the third sentence, deleted "However" preceding "in all," deleted "hereinabove" preceding "prescribed," substituted "the election" for "such election," and deleted "hereby, but in those" following "decreased"; and in the last sentence, inserted "compensation of," deleted "compensation" following "officials," substituted "less than \$50" for "not as much as \$25.00," deleted "hereby" preceding "superseded," deleted "hereinabove" preceding "prescribed," and substituted "the counties" for "such counties."

**The 2000 amendment**, effective October 1, 2000, designated the existing provisions as subsection (a); and added subsection (b).

**The 2006 amendments.** — The 2006 amendment by Act 2006-327, effective April 11, 2006, in subsection (a) substituted "base compensation of fifty dollars (\$50). The compensation of the election officials" for "\$50. The several claims," substituted "decreased under this section and the county commission may increase the compensation so prescribed. In those" for "increased or decreased. Those", substituted "five dollars (\$5)" for "\$5", substituted "fifty dollars (\$50)" for "\$50", and inserted "herein"; and in subsection (b), in the first sentence deleted ", inspector," following "officer", inserted "supplemental", deleted "election official" following "each" and substituted "seventy-five dollars (\$75) per day, and each inspector shall be entitled to supplemental compensation paid by the state in an amount that ensures that the total compensation of an inspector is at least one hundred dollars (\$100) per day" for "seventy dollars (\$70) per day", inserted the second sentence, in the third sentence substituted "2005" for "2000", in the fourth sentence de-

leted "and the on-site balloting days associated therewith" following "title", and in the final sentence substituted "to special" for "to: (1) Special" and deleted "elections; or (2) on-site balloting days associated with such special county or other elections, including municipal" following "statewide".

The 2006 amendment by Act 2006-570, effective January 1, 2007, in subsection (a) substituted "precinct election officials" for "returning officer, the inspectors, and clerks", a change which was not included in the section as harmonized by the Code Commissioner; and in subsection (b) substituted "precinct election official" for "returning officer, inspector, and clerk", which was likewise not included in the harmonized section, and substituted "Chapter 16" for "Chapter 21".

##### Code Commissioner's Notes

This section was affected by Act 2006-327 and Act 2006-570. Act 2006-570 is essentially a recodification of Title 17. Section 90 of Act 2006-570 provides:

"(a) The purpose of this act is to substantially revise the provisions of Title 17 of the Code of Alabama 1975, to modernize the language, to resolve ambiguities that have arisen from multiple enactments over the years, to incorporate judicial decisions and constructions of language, to incorporate administrative rules, and to make other technical changes to Title 17, all without making any substantive change in existing law.

"(b) To further the purpose of this act, any section of any act enacted at the 2006 Regular Session in substantive conflict with any provision of this act shall prevail over this act whether enacted before or after this act.

"(c) When codifying this act and acts of the 2006 Regular Session or any special session occurring before the 2007 Regular Session, the Code Commissioner shall place the provisions of other acts relating to the subject of this act within the structure of Title 17 as altered by this act. Actions taken by the Code Commissioner in complying with this requirement shall include, but not be limited to, placing a section that is amended and renumbered by this act into the code in the substantive form as amended by the other act but assigning it the code section number contained in this act and assigning a section number based on the numbering system contained in this act for any

section amended by another act that is repealed by this act."

Act 2006-570, effective January 1, 2007, revised this title and renumbered Section 17-6-13 as Section 17-8-12. Act 2006-570 generally amended the section to conform with the revised title, including changing references to returning officers, the inspectors, and clerks to precinct election officials; deleted language concerning on-site balloting days; and adjusted internal references. Act 2006-570 did not change language concerning the compensation of election officials.

Act 2006-327, effective April 11, 2006, described the \$50 payment as base compensation; specified that compensation shall not be decreased but may be increased by the county commission; increased supplemental compensation so that total compensation is at least \$75 per day for returning officers and clerks and \$100 per day for an inspector; provided for an additional \$25 per day payment upon completion of a local election school or certification as a qualified poll worker; and changed local law application date range from 2000 to 2005.

In compliance with Section 90 of Act 2006-570 and the general authority granted the Code Commissioner in Section 29-7-8(a)(11), the Code Commissioner gave effect to both acts as set forth above. Further, in 2006, pursuant to the authority granted in 29-7-8(a)(11), the Code Commissioner deleted references to "returning officer". Such edito-

rial action was taken in order to conform this section with Section 17-8-1, which deletes references to the returning officer and provides that the inspector shall serve as returning officer for the voting place. These editorial changes result in compensation as specified in Act 2006-327 being provided in this section only to inspectors and clerks.

#### Disposition of Former Section:

Former Section 17-8-12 was repealed by Act 2006-570, § 89, effective January 1, 2007.

#### LIBRARY REFERENCES

##### American Digest System:

Elections ⇐53.

##### Corpus Juris Secundum:

C.J.S. Elections § 63.

#### CASENOTES

##### Priority of claims 1

##### 1. Priority of claims

The fact that election expense is an involuntary expense of county makes such expense a preferred claim against the county, taking precedence over general and voluntary obligations. *Abrasley v. Jefferson County*, 241 Ala. 660, 4 So.2d 153 (Ala.1941). Counties ⇐ 207(1)

Cited in State ex rel. *Austin v. Black*, 224 Ala.200, 139 So. 431 (1932).

#### § 17-8-13. Certain election officials excused from employment to perform election duties.

(a) All laws to the contrary notwithstanding, any precinct election official appointed pursuant to Section 17-8-1 shall be excused from his or her employment without penalty of loss of time for election day only in order to perform the duties of the position to which he or she has been appointed. Proper documentation of the appointment and the dates of the required service shall be furnished to the employer by the appointee at least seven days before the expected absence from his or her employment.

(b) This section shall not apply to any employee working for an employer with 25 or fewer employees or require an employer to compensate an employee while performing the duties as prescribed in subsection (a). (Act 2001-1130, 4th Sp. Sess., p. 1210, §§ 1, 2; Act 2002-412, p. 1038, §§ 1, 2; § 17-6-17; amended and renumbered by Act 2006-570, p. 1331, § 41.)

#### COMMENT

No substantive change. Precinct election official defined in § 17-1-2.

given, if February - May, two (2) personal leave days will be given, or June - September, one (1) personal leave day will be given.

These days can be taken for any personal reason. Personal leave days should be scheduled in full eight (8) hour segments as much in advance as possible. Partial days may not be used. These personal leave days must be taken between the first and last full pay period in the fiscal year. No employee will be permitted to carryover personal leave days to the following fiscal year.

Employees leaving employment with Baldwin County will be paid for any personal leave not taken. Employees may not borrow personal leave. Any full-time or probationary employee who is absent and who does not have any sick or annual leave available may take his or her personal leave days or leave without pay.

#### **D. OTHER LEAVE WITH PAY**

Employees may be authorized leave with pay for absences which are not counted as annual leave, sick leave or personal leave for any of the following reasons:

##### **1. Jury Duty**

Leave will be granted an employee for jury duty. The employee must submit a work permit furnished by the court with time card. All fees paid by the court shall be retained by the employee. Jury duty will be considered as any other time worked.

##### **2. Voting**

An employee who works as a poll worker or with absentee balloting as part of his or her job responsibilities as a County employee shall be paid for working the hours he or she is required to spend at the polls and shall be allowed to receive any additional fees allowed by law.

Employees will be encouraged to exercise his/her right to vote.

##### **3. Court Attendance**

Attendance in court by law enforcement officers or other employees in an official capacity during their regularly scheduled work days shall not be considered as a civil/legal leave. Except where it would be contrary to law, the employee may retain any fees received in addition to his or her pay.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0889, **Version:** 1

**Item #:** BA6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Ronald J. Cink, County Administrator

**Submitted by:** Gloria Bitto, Administrative Support Specialist III

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### **ITEM TITLE**

City of Fairhope - Request for the Use of One Baldwin Regional Area Transit System (BRATS) Bus

### **STAFF RECOMMENDATION**

Approve the request from the City of Fairhope to use one (1) Baldwin Regional Area Transit System (BRATS) bus to transport the Fairhope City Council members, Fairhope Planning Commissioners, Fairhope Mayor and Fairhope senior staff members from Fairhope City Hall to South Walton County, Florida on Thursday, September 13, 2018, to meet with planning and engineering experts.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Commission received a request on August 28, 2018, from Sherry-Lea Bloodworth Boto, Director of Economic & Community Development for the City of Fairhope, for the use of one (1) BRATS bus on Thursday, September 13, 2018 for a meeting with Walton County, Florida, planning and engineering experts who will share lessons learned and best practices for addressing challenges and opportunities similar to the rapid growth in Fairhope, Alabama.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** The City of Fairhope will pay for transportation cost of services of (1) BRATS bus at the rate of \$65.00 per hour. Transportation services will be provided Thursday, September 13, 2018. There are no expenses applicable to Baldwin County Commission.

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

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

N/A

**LEGAL IMPACT**

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

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration to E-mail correspondence to:  
Sherry-Lea Bloodworth Botox [sherrylea@fairhopeal.gov](mailto:sherrylea@fairhopeal.gov) <<mailto:sherrylea@fairhopeal.gov>>  
Director of Economic & Community Development

cc:

Joey Nunnally, County Engineer

Taylor Rider, Director of Transportation

Chandra Middleton, Assistant Director of Transportation

**Additional instructions/notes:** N/A

From: Sherry-Lea Bloodworth Botop <[sherrylea@fairhopeal.gov](mailto:sherrylea@fairhopeal.gov)>  
Date: August 28, 2018 at 7:14:27 AM CDT  
To: B.Taylor Rider <[BT Rider@baldwincountyal.gov](mailto:BT Rider@baldwincountyal.gov)>  
Subject: Updated

Dear Honorable Baldwin County Commissioners,

The City of Fairhope respectfully requests the use of a BRATS bus to transport between 14-18 passengers from Fairhope, Alabama to South Walton County, Florida on Thursday, September 13, 2018. This trip is being coordinated by our Planning and Economic & Community Development Departments and the attendees will include Fairhope City Council members, Fairhope Planning Commissioners, Fairhope Mayor and Fairhope senior staff members. The purpose is to meet with planning and engineering experts in the area who will share lessons learned and best practices for addressing challenges and opportunities similar to those we are experiencing in our rapidly growing area.

The draft itinerary follows:

7:00AM

Depart Fairhope City Hall

10:30AM – 12:30PM

Seaside, Florida

Gateway

Streets layout/grid

Signage/wayfinding

Setbacks/build-to lines

Pedestrian paths/walkways

Shaded outdoor seating

Seaside Welcome Center (interior)

1:00 – 1:45PM

The Hub – LUNCH

1:45 - 2:15PM

Alys Beach

Park design

Street design/layout

2:30 – 4:00PM

Rosemary Beach

Mixed Use

Pocket Parks

Pavers

Street Design (trash cans, pedestrian scale lighting, wayfinding, crosswalks, benches, showers)

Greenspace (town greens, pedestrian paths/connectivity)

4:00PM

DEPART ROSEMARY BEACH, FLORIDA return to Fairhope City Hall

The City of Fairhope will pay the cost quoted at \$65 per hour for the trip. Our MPO PL Grant funded study focused on pedestrian safety, traffic calming and wayfinding and as we begin to implement the various study recommendations, and seek ways to further our knowledge of best planning and design practices, the timing for this trip is ideal.

We appreciate your consideration.

Respectfully,

Sherry-Lea Bloodworth Botoy,  
Director of Economic & Community Development

Wayne Dyess,  
Director of Planning & Development Services

Sherry-Lea Bloodworth Botoy  
Director of Economic & Community Development  
[sherrylea@fairhopeal.gov](mailto:sherrylea@fairhopeal.gov)  
251.990.0113



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0892, **Version:** 1

**Item #:** BA7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Ronald J. Cink, Administrator/Budget Director

**Submitted by:** Gloria Bitto, Administrative Support Specialist

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### **ITEM TITLE**

City of Fairhope - Annexation Notification

### **STAFF RECOMMENDATION**

Authorize the placement of the City of Fairhope Annexation Ordinance Number 1623, an ordinance amending Ordinance Number 1253 known as The Zoning Ordinance into the minutes of the September 4, 2018, Baldwin County Commission meeting with the proper notifications 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 Registrar's 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 Annexation Ordinance Number 1623 an ordinance amending Ordinance Number 1253 known as the Zoning Ordinance for the annexation of certain property into the corporate limits of the municipality of the City of Fairhope, Alabama, to be made part of the record of the Baldwin County Commission Meeting on September 4, 2018.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

### **LEGAL IMPACT**

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

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

### **FOLLOW UP IMPLEMENTATION**

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

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

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

Administration - Mail Correspondence to:

The Honorable Mayor Karin Wilson

Mayor City of Fairhope

Attention: Lisa Hanks, City Clerk

161 North Section Street

P. O. Box 429  
Fairhope, Alabama 36533

**Additional instructions/notes:** N/A

**ORDINANCE NO. 1623**

**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 Firethorne Development, LLC generally located at the south end of Hemlock Drive, Fairhope, Alabama.

**The Village at Firethorne PUD**

**PPIN #: 366931 and 366945**

**Legal Description:** (Case number ZC 18.03)

BEGINNING AT A ONE AND ONE-HALF INCH PIPE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 47 MINUTES 32 SECONDS WEST, A DISTANCE OF 524.83 FEET; THENCE RUN NORTH 51 DEGREES 17 MINUTES 31 SECONDS EAST, A DISTANCE OF 172.07 FEET; THENCE RUN 00 DEGREES 21 MINUTES 59 SECONDS EAST, A DISTANCE OF 570.80 FEET TO A POINT ON THE SOUTH MARGIN OF GREENBRIAR AT FIRETHORNE PHASE THREE, AS SHOWN BY MAP OR PLAT THEROF RECORDED AT SLIDE 2612-F, BALDWIN COUNTY PROBATE RECORDS; THENCE RUN NORTH 89 DEGREES 55 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH MARGIN, A DISTANCE OF 391.04 FEET; THENCE RUN SOUTH 00 DEGREES 21 MINUTES 17 SECONDS EAST, A DISTANCE OF 17.45 FEET; THENCE RUN SOUTH 00 DEGREES 21 MINUTES 59 SECONDS WEST, A DISTANCE OF 663.38 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 6.27 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

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.

Ordinance No. 1623

Page -2-

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

Lots: There shall be 20 lots.

Use: Lots shall be single family residential.

Setbacks: Front – 25', Rear – 30', and Side – 5'.

Lot Coverage: Maximum lot coverage for the principal structure shall be 40% and an accessory shall be no more than 25% of the "required" rear yard.

Building Height: Maximum building height shall be 35'.


Accessory Structure Separation: Between structures – 10', Side and Rear property lines – 5'

**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.

**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 THIS 13TH DAY OF AUGUST, 2018

  
\_\_\_\_\_  
Karin Wilson, Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Ord. No. 1623 Published in  
FAIRHOPE COURIER  
on Wednesday, August 29, 2018  
 City Clerk

**CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (SAS)**  
 THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE, HEREBY  
 CERTIFIES THAT THE RECORDS OF SAID CITY ARE IN THE POSSESSION  
 OF THE CITY OF FAIRHOPE, ALABAMA.

**AUTHORIZED REPRESENTATIVE**

**CERTIFICATE OF APPROVAL BY BALDWIN (SAS/LECTING)**  
 THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN, HEREBY CERTIFIES THAT  
 THE RECORDS OF SAID COUNTY ARE IN THE POSSESSION OF THE  
 COUNTY OF BALDWIN, ALABAMA.

**AUTHORIZED REPRESENTATIVE**

**CERTIFICATE OF APPROVAL BY TELEPHONE (AT&T)**  
 THE UNDERSIGNED, AS AUTHORIZED BY TELEPHONE, HEREBY CERTIFIES THAT  
 THE RECORDS OF SAID CITY ARE IN THE POSSESSION OF THE  
 CITY OF FAIRHOPE, ALABAMA.

**AUTHORIZED REPRESENTATIVE**

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE, HEREBY  
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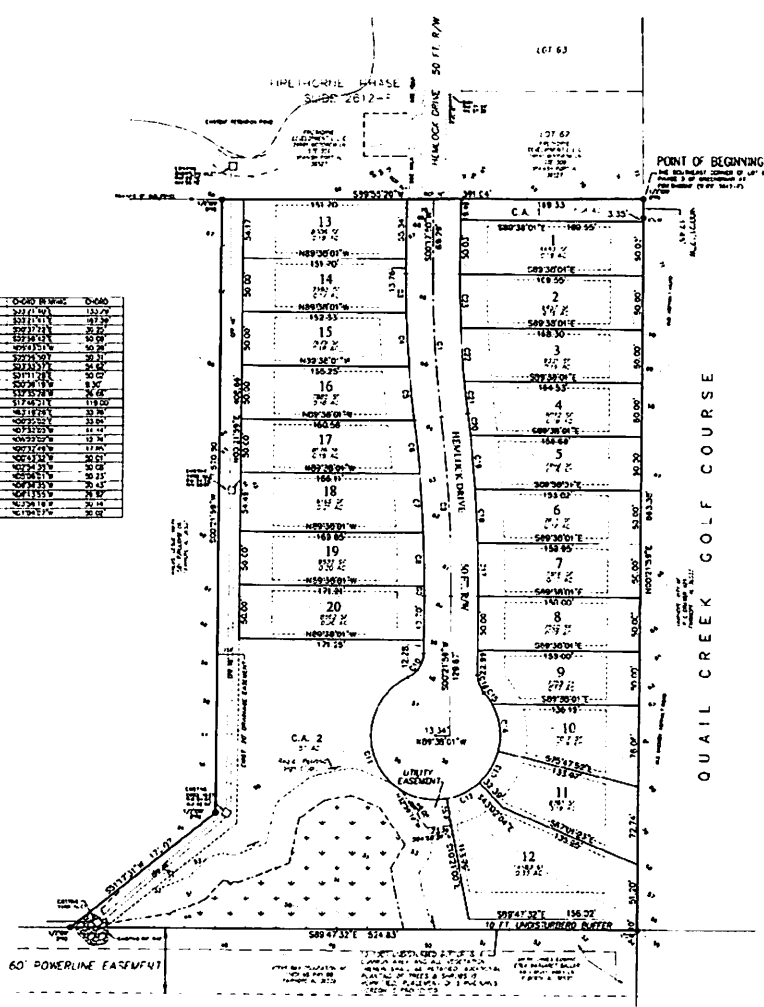
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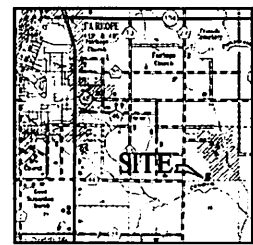
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LINE	DATE	AGE	CHANGING	CHANGING
1	10/1/79	123.25	123.25	123.25
2	10/1/79	123.25	123.25	123.25
3	10/1/79	123.25	123.25	123.25
4	10/1/79	123.25	123.25	123.25
5	10/1/79	123.25	123.25	123.25
6	10/1/79	123.25	123.25	123.25
7	10/1/79	123.25	123.25	123.25
8	10/1/79	123.25	123.25	123.25
9	10/1/79	123.25	123.25	123.25
10	10/1/79	123.25	123.25	123.25
11	10/1/79	123.25	123.25	123.25
12	10/1/79	123.25	123.25	123.25
13	10/1/79	123.25	123.25	123.25
14	10/1/79	123.25	123.25	123.25
15	10/1/79	123.25	123.25	123.25
16	10/1/79	123.25	123.25	123.25
17	10/1/79	123.25	123.25	123.25
18	10/1/79	123.25	123.25	123.25
19	10/1/79	123.25	123.25	123.25
20	10/1/79	123.25	123.25	123.25
21	10/1/79	123.25	123.25	123.25
22	10/1/79	123.25	123.25	123.25
23	10/1/79	123.25	123.25	123.25
24	10/1/79	123.25	123.25	123.25
25	10/1/79	123.25	123.25	123.25
26	10/1/79	123.25	123.25	123.25
27	10/1/79	123.25	123.25	123.25
28	10/1/79	123.25	123.25	123.25
29	10/1/79	123.25	123.25	123.25
30	10/1/79	123.25	123.25	123.25



**SITE DATA**  
 CURRENT ZONING: PUD  
 LIN. FT. STREETS: 513 LF  
 NUMBER OF LOTS: 20  
 SMALLEST LOT: 7,359 SF  
 LARGEST LOT: 14,583 SF  
 COMMON AREAS: 1.65 AC.  
 TOTAL AREA: 6.27 AC.  
 DENSITY: 3.9 LOTS/ACRE  
 ALLOWABLE LOT COVERAGE:  
 PRINCIPLE STRUCTURE - 40%  
 ACCESSORY STRUCTURE - 25%  
 (OF REQUIRED REAR YARD)  
 MAXIMUM BUILDING HEIGHT - 35'  
 REQUIRED SETBACKS:  
 FRONT: 25 FEET  
 REAR: 30 FEET  
 SIDE: 5 FEET  
 STREET SIDE: N/A  
 (UNLESS OTHERWISE SHOWN)  
 UTILITY PROVIDERS:  
 WATER: CITY OF FAIRHOPE  
 SEWER: CITY OF FAIRHOPE  
 CITY OF FAIRHOPE  
 ELECTRIC: BALDWIN EMC  
 TELEPHONE: AT&T

**FLOOD CERTIFICATE:**  
 THE PROPERTY IS IN FLOOD ZONE "X" IS LOCATED  
 WITHIN THE FLOOD HAZARD INSURANCE  
 STUDY'S FLOOD HAZARD INSURANCE STUDY MAP OF BALDWIN  
 COUNTY, ALABAMA. THE FLOOD HAZARD INSURANCE STUDY MAP  
 SHOWS THE PROPERTY IS IN FLOOD ZONE "X".  
 SURVEYOR/ENGINEER:  
 DEWEY R. PREBLE - P.E.  
 1948 BELLEVILLE AVE. DAPHNE, AL 36528  
 DAVID E. DEW, P.E. NO. 28014  
 JASON ESTES, P.E. NO. 22774  
 OWNER/DEVELOPER:  
 FIRETHORNE DEVELOPMENT, LLC  
 7501 WOODCROFT LANE, SUITE 300  
 SPANISH FORT, AL 36573



**SURVEYOR'S NOTES:**  
 1. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS  
 2. THE PROPERTY IS IN FLOOD ZONE "X" IS LOCATED WITHIN THE FLOOD  
 HAZARD INSURANCE STUDY MAP OF BALDWIN COUNTY, ALABAMA.  
 3. THE PROPERTY IS IN FLOOD ZONE "X" IS LOCATED WITHIN THE FLOOD  
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 10. THE PROPERTY IS IN FLOOD ZONE "X" IS LOCATED WITHIN THE FLOOD  
 HAZARD INSURANCE STUDY MAP OF BALDWIN COUNTY, ALABAMA.

**GENERAL NOTES:**  
 1. THE LOCATION OF ALL LINES IS IN ACCORDANCE WITH U.S. STANDARDS  
 2. THE PROPERTY IS IN FLOOD ZONE "X" IS LOCATED WITHIN THE FLOOD  
 HAZARD INSURANCE STUDY MAP OF BALDWIN COUNTY, ALABAMA.  
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 HAZARD INSURANCE STUDY MAP OF BALDWIN COUNTY, ALABAMA.

**SURVEYOR'S CERTIFICATE:**  
 STATE OF ALABAMA  
 COUNTY OF BALDWIN  
 DEWEY R. PREBLE - P.E.  
 1948 BELLEVILLE AVE. DAPHNE, AL 36528  
 DAVID E. DEW, P.E. NO. 28014  
 JASON ESTES, P.E. NO. 22774  
 WE HEREBY CERTIFY THAT THE SURVEY WAS MADE IN ACCORDANCE WITH U.S. STANDARDS  
 AND THAT THE SURVEY WAS COMPLETED IN ACCORDANCE WITH THE  
 STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF  
 ALABAMA, EFFECTIVE JANUARY 1, 2003.



**THE VILLAGE AT FIRETHORNE**

MARCH 21, 2003 - SUBMIT FOR FINAL RECORDING			
BOUNDARY SURVEY AND FINAL PLAT OF SUBDIVISION			
D.E.D.	OWNER	A.E.F.	C.W.D. D.E.D.
J.M.E.	SURVEYOR	D.E.D.	PRELIMINARY
Dewberry PREBLE-RISH			
1948 BELLEVILLE AVE. DAPHNE, AL 36528			
PROJ. NO. 00008835			
FILE NO. 00008835			
SHEET 1 OF 1			

**EXHIBIT A**





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

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

Is this property colony property \_\_\_\_\_ Yes ☒ No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

[Signature]  
Signature of Petitioner

NATHAN L. COX  
Print petitioner's name

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Print petitioner's name

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Print petitioner's name

Physical Address of property being annexed: None

Petitioner's Current Physical Address:  
29891 Woodrow Lane, Suite 300

Petitioner's Current Mailing Address:  
29891 Woodrow Lane, Suite 300

Spanish Fort, AL 36527

Spanish Fort, AL 36527

Telephone Number(s): 251-625-1198  
Home Work

County Tax Parcel Number: 05-46-06-23-0-000-004.449

**U.S JUSTICE DEPARTMENT INFORMATION**

- ☒ Size of property (acres or square feet) 6.27 Acres
- ☒ If property is occupied, give number of housing units None
- ☒ Number of Persons residing in each unit, and their race None
- ☒ If property is unoccupied, give proposed use Single family lots
- ☒ If property is being developed as a subdivision, give subdivision name  
Village at Firethorne  
Proposing to modify existing Firethorne PUD add this property.
- ☒ Number of lots within proposed subdivision 20 lots *LM*

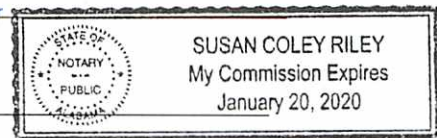
I, Susan C. Riley a Notary Public in and for said State and County, hereby certify that Nathan L. Cox whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this 22<sup>nd</sup> day of January, 20 18,

(Seal)

Susan C. Riley  
Notary Public

My commission expires \_\_\_\_\_



I, \_\_\_\_\_ a Notary Public in and for said State and County, hereby certify that \_\_\_\_\_ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

(Seal)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

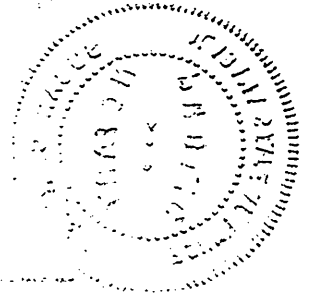
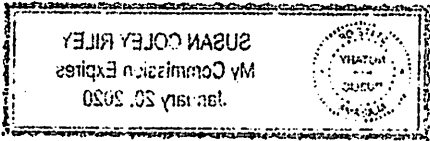
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Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

(Seal)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_







# City Council

July 2018

Case: ZC 18.03 The Village at Firethorne PUD

## Project Name:

The Village at Firethorne PUD

## Owner:

Nathan Cox, Ralph Reynolds,  
Davis Pilot, Billy Stimpson,  
Sands Stimpson, and  
Tom Gross

## Site Data:

Number of lots: 20 Lots  
Total Acreage: 6.27 Acres

## Project Type:

Rezoning Request from  
**Unzoned, Unincorporated  
Baldwin County**  
to  
**Planned Unit Development**

## PPIN Number:

366931

## General Location:

North side of Twin Beech Rd.  
½ half mile east of St Hwy 181

## School District:

Fairhope Elementary, Middle,  
and High Schools

## Engineer of Record:

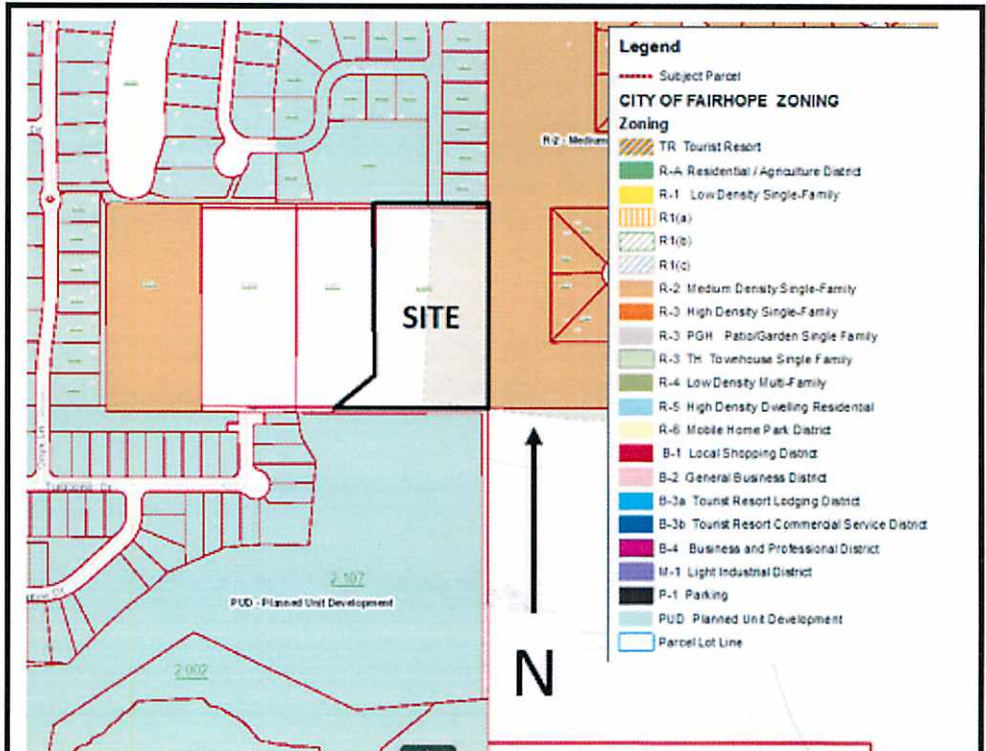
Dewberry/Preble-Rish, LLC

## Report prepared by:

J. Buford King, City Planner

## Recommendation:

APPROVAL





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0884, **Version:** 1

**Item #:** BA8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Ron Cink, County Administrator/Budget Director

**Submitted by:** Monica Taylor, Assistant Records Manager

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### ITEM TITLE

Mutual Cooperative Promotional Agreement with AT&T Alabama for the South Alabama Mega Site

### STAFF RECOMMENDATION

Rescind action taken by the Baldwin County Commission during its regularly scheduled meeting held on February 21, 2017, more specifically, the staff recommendation regarding Agenda Item BA7, which approved as follows:

“MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER CHARLES F. GRUBER, IN AN EFFORT TO PROMOTE THE SOUTH ALABAMA MEGA-SITE AS AN ATTRACTIVE PLACE TO RELOCATE OR EXPAND BUSINESS AND THE AVAILABILITY OF ADVANCED BROADBAND COMMUNICATIONS TECHNOLOGY AND SERVICES PROVIDED BY AT&T TO BUSINESSES LOCATED IN THE DEVELOPMENT, TO AUTHORIZE THE CHAIRMAN TO SIGN A MUTUAL COOPERATIVE PROMOTIONAL AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND AT&T ALABAMA.

THE TERM OF THIS AGREEMENT SHALL BE ONE YEAR FROM THE DATE OF FULL EXECUTION AND SHALL CONTINUE THEREAFTER UNLESS AND UNTIL TERMINATED BY EITHER PARTY BY GIVING AT LEAST SIXTY (60) DAYS PRIOR WRITTEN NOTICE TO THE OTHER.”

### BACKGROUND INFORMATION

**Previous Commission action/date:** February 21, 2017

**Background:** The Baldwin County Commission approved the Mutual Cooperative Promotional Agreement with AT&T for the South Alabama Mega Site during its February 21, 2017, meeting.

The Agreement was mailed to AT&T after Commission approval; however, it was never signed by either party.

On August 20, 2018, staff received an email from Mr. Lee Lawson with Baldwin County Economic Development Alliance, who has been in contact with AT&T. Mr. Lawson informed staff that the

Agreement is no longer necessary (see email from Mr. Lawson).

Today's action will rescind the February 21, 2017, approval.

**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):

Via US Mail and Email - lk2673@att.com

Mr. A. Langley Kitchings

AT&T

Suite 4300

675 W. Peachtree Street

Atlanta, Georgia 30308

cc: Lee Lawson, BCEDA and Commissioners

**Additional instructions/notes:** Administration staff add a text box to the minutes of the February 21, 2017, BCC minutes

## **MUTUAL COOPERATIVE PROMOTIONAL AGREEMENT**

This Promotional Agreement ("Agreement") is made and entered into by and between the Baldwin County Commission (herein called "Developer"), whose principal place of business for this Agreement is located at 312 Courthouse Square, Suite 12, Bay Minette, Alabama, 36507, and AT&T Alabama and its affiliates (herein called "AT&T"), whose principal place of business for purposes of this Agreement is 600 19<sup>th</sup> Street N, Birmingham, Alabama, 35203. The Developer has an interest in promoting the sale or occupancy of certain real property located in Bay Minette, Alabama, which is known as The South Alabama Mega Site (herein "Development") which may be identified for promotional purposes as a development with AT&T FIBER READY Communications Services.

A cooperative promotional effort is formed solely to permit AT&T and the Developer to effectively promote the advanced broadband communications capacity within the Development. It is not the purpose of the parties to allow the Developer to resell communications services to owners or tenants located within the Development if it would otherwise be legally precluded from doing so or to require the Developer to deal exclusively with AT&T with respect to communications services for the Development.

### **1. SCOPE OF AGREEMENT**

This Agreement is not intended to be a financial commitment by either the Developer or AT&T. The Agreement is intended to set forth the basis for the limited use of certain trademarks, service marks and trade names owned by or used by AT&T and the Developer in an effort to promote the Development as an attractive place to relocate or expand business and the availability of advanced broadband communications technology and services provided by AT&T to business located in the Development.

Attachment A, made a part of and incorporated into this Agreement, sets forth the location for the Development.

#### **A. Developer's Responsibilities**

- i. The Developer agrees that, upon receiving a request from a prospective owner or tenant regarding communications services, and upon receiving commitments to purchase or lease property in the Development, the Developer will use best efforts to share the name, address, e-mail address and telephone number with AT&T's designated representative identified in the NOTICES clause of this Agreement. The purpose of this notification is to permit AT&T to meet with the owner or tenant to assess its communications requirements and recommend options for meeting those requirements. All such information furnished by the Developer to AT&T's designated representative(s) shall be furnished on a confidential basis, and AT&T agrees to hold such information in confidence and not to disclose the same to any third parties or to use it for any purposes other than as specifically authorized by this Agreement.
- ii. The Developer may promote AT&T and the advanced broadband communications network in appropriate advertising and promotional materials to owners, tenants, prospective owners and tenants, and the general public (subject to the restrictions set forth in paragraph 2 below).
- iii. Developer agrees that AT&T shall have the right to use the name of the Developer and trade name, trademark and service mark (hereinafter "Developer Marks") (subject to the restrictions set forth in paragraph 2 below) to promote AT&T's advanced broadband communications technology and services to owners and/or tenants in the Development.



## **B. AT&T's Responsibilities**

- i. AT&T may promote its existing and future advanced broadband communications facilities to tenants and owners within the Development. AT&T will determine when and where the fiber may be installed, the manner in which advanced broadband communications services will be provided, and the manner in which all other AT&T communications services will be provided, subject to using or obtaining any necessary easements and/or other approvals.
- ii. Developer shall have the right to use the AT&T FIBER READY mark and AT&T name (hereinafter "AT&T Marks") (subject to the restrictions set forth in paragraph 2 below) to promote AT&T advanced broadband communications services and capabilities to owners and tenants locating in the Development.
- iii. AT&T agrees to provide to the Developer news releases and other material on service improvements in the region that will help promote the Development.
- iv. AT&T agrees to provide approved camera ready logo art and sample advertisement copy for use by the Developer to promote the Development.
- v. AT&T agrees to designate a representative(s) to make presentations to prospective tenants or owners.
- vi. AT&T may promote the AT&T Marks throughout the region through local, statewide and national news releases to various publications, trade journals and professional organizations. Brochures and other promotional materials may be distributed at various economic development organizations' regional and national meetings (*e.g.*, Industrial Development Research Council (IDRC), American Economic Development Council (AEDC) and others).

## **2. TRADEMARKS**

### **A. Ownership of Marks**

AT&T, as owner of the AT&T Marks, grants Developer a non-exclusive, non-transferable, worldwide, royalty-free, license to use, reproduce, and display the AT&T Marks solely for the promotion of communications capabilities available from AT&T to prospective or existing owners and tenants in the Development.

Developer, as owner of the Developer Marks, grants AT&T a non-exclusive, non-transferable, worldwide, royalty-free, license to use, reproduce and display the Developer Marks solely for the promotion of communications capabilities available from AT&T to prospective or existing owners and tenants in the Development.

- i. Developer acknowledges AT&T's ownership rights to the AT&T Marks and agrees that it will not dispute AT&T's title to the AT&T Marks. AT&T acknowledges Developer's ownership rights to the Developer Marks. AT&T agrees that it will not dispute Developer's title to the Developer Marks.
- ii. Developer agrees that it will do nothing inconsistent with AT&T's rights and ownership, and that all use of the AT&T Marks and goodwill associated therein shall inure to the benefit of AT&T. AT&T agrees that it will do nothing inconsistent with Developer's rights and ownership, and that all use of the Developer Marks and goodwill associated therein shall inure to the benefit of Developer.

### **B. Publicity**

- i. The Developer shall be authorized to use the AT&T Marks in its advertising, marketing and promotional activities, provided that AT&T shall have the opportunity to review and approve the use of same prior to Developer's use. In the event that AT&T shall find the use of same objectionable, the Developer shall revise its advertising, marketing and promotional activities, or otherwise follow AT&T's instructions so as to eliminate AT&T's objections. Developer agrees its use of the AT&T Marks will meet the standards, specifications and qualities established by AT&T for the purpose of protecting its Marks under the U.S. Trademark Laws.
- ii. AT&T shall be authorized to use the Developer Marks in its advertising, marketing and promotional activities which are related to its provision of advanced telecommunications technology and services to businesses located in the Development provided that Developer shall have the opportunity to review and approve the use of same prior to AT&T's use. In the event that Developer shall find the use of same objectionable, AT&T shall revise its advertising, marketing and promotional activities, or otherwise follow Developer's instructions, so as to eliminate Developer's objections. AT&T agrees its use of the Developer Marks will meet the standards, specifications and qualities established by Developer for the purpose of protecting its Marks under the U.S. Trademark Laws.

### **C. Unauthorized Use**

- i. Developer agrees to promptly notify AT&T of any unauthorized use of the AT&T Marks by others which may come to attention of Developer. AT&T agrees to promptly notify Developer of any unauthorized use of the Developer Marks by others which may come to attention of AT&T.
- ii. AT&T shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the AT&T Marks. Developer shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Developer Mark.

### **3. ASSIGNMENT**

Neither party shall assign, subcontract or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the other, said consent not to be unreasonably withheld; provided, however, each party shall have the right to assign this Agreement to any of such party's present or future affiliates, subsidiary or parent corporation without securing the consent of the other party, and may grant to any such assignee the same rights and privilege the assignor enjoys under this Agreement.

### **4. INDEPENDENT CONTRACTOR: NO PARTNERSHIP**

Each party has and hereby retains the right to exercise full control and supervision over its own employees performing its obligations under this Agreement. Each party shall perform this Agreement as an independent contractor and not as an agent, employee or partner of the other party. It is not the intent of the parties hereto to form a partnership, whether express or implied, or general or limited, as a result of their entering into this Agreement. Relations between the parties are intended to be governed by this Agreement and interpreted pursuant to the law of contracts, rather than pursuant to partnership law.

## **5. NO FIDUCIARY DUTY**

The parties hereto recognize and agree that this Agreement resulted from arms-length bargaining and, therefore, that the parties owe no fiduciary duty to each other as a result of this Agreement.

## **6. NON-EXCLUSIVE DEALING**

Each party has the right to participate in similar agreements with other parties at the Development and other developments.

## **7. BREACH OF CONTRACT**

In the event either party shall be in material breach or default of any of the terms, conditions, or covenants of this Agreement, and said breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to the party in breach or default, then in addition to all other rights and remedies at law or in equity, the party not in breach or default shall have the right to cancel this Agreement.

## **8. MODIFICATION TO CONFORM TO LAW**

This Agreement and all obligations hereunder shall be subject to all applicable laws, court orders, rules and regulations (collectively "Laws"). In the event this Agreement or any provision hereof, or the operations contemplated hereunder, are found to be consistent with or contrary to any Laws, the Laws shall be deemed to control and, if commercially practicable, this Agreement shall be regarded as modified accordingly and shall continue in full force and effect as modified. If such modified Agreement is not commercially practicable, in the opinion of either party, the parties agree to meet promptly and discuss any necessary amendments or modifications to this Agreement. If after good faith discussion, the parties are unable to agree on necessary amendments or modifications in order to comply with the Laws, then this Agreement may be terminated immediately by either party.

## **9. NON-WAIVER**

No course of dealing or failure of either party to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either party of any default of the other hereunder shall not be deemed a waiver of any other default (whether similar or dissimilar) of such party. The express provisions herein for certain rights and remedies of the parties are in addition to any other legal and equitable rights and remedies to which they would otherwise be entitled.

## **10. FORCE MAJEURE**

Neither party shall be held responsible for or have any liability as a result of any delay or failure in performance of either party to this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authorities, Act of God, or by the public enemy, or other causes beyond the control of AT&T or the Developer. If any force majeure conditions occur, the party delayed or unable to perform shall give immediate notice to the other party and the party affected by the other's inability to perform may elect to:

- (a) terminate this Agreement as to obligations not already performed or,
- (b) suspend this Agreement for the duration of the force majeure conditions and resume performance under this Agreement once the force majeure condition ceases, with an option in the affected party to extend the period of this Agreement up to the length of time the force majeure condition endured.

Unless written notice is given within thirty (30) days after such affected party is notified of the force majeure condition, option (b) shall be deemed selected.

## **11. SEVERABILITY**

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Developer and AT&T shall be construed and enforced accordingly.

## **12. TERMINATION**

- A. The term of this Agreement shall be one year from the date here of and thereafter shall continue in effect unless and until terminated by either party by giving at least sixty (60) days prior written notice to the other. Termination of this Agreement will not affect AT&T's obligations to provide quality communications products and services to tenants located within the Development.
- B. If at any time, either party fails to adhere to the terms, conditions or obligations of this Agreement with respect to the other party's Marks, this Agreement may be terminated under Section 7 upon thirty (30) days notice to the breaching party. Upon termination or cancellation of this Agreement, each party agrees that it shall immediately discontinue all use of the other party's Marks and any terms, words, or phrases which are confusingly similar to such Marks; and that it shall destroy or surrender to the other party all printed materials bearing such Marks.

## **13. LIMITATION AND EXCLUSION OF LIABILITY**

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES WHETHER ARISING OUT OF BREACH OR WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE.

DEVELOPER ACKNOWLEDGES THAT IT ALONE IS RESPONSIBLE FOR THE ECONOMIC SUCCESS OR FAILURE OF THE DEVELOPMENT AND THAT AT&T SHALL IN NO WAY BE RESPONSIBLE OR LIABLE FOR THE SUCCESS OR FAILURE OF THE DEVELOPMENT.

AT&T'S OBLIGATION UNDER THIS AGREEMENT SHALL NOT INCLUDE ANY LOSSES, EXPENSES OR DAMAGES ARISING FROM ANY MATTERS RELATING TO THE EXISTENCE WITHIN THE DEVELOPMENT OF "HAZARDOUS SUBSTANCE" AS DEFINED IN THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, AS AMENDED, 42 U.S.C. §9601, ET SEQ., OR SIMILAR STATE ENVIRONMENTAL LAWS OR SUBSEQUENT FEDERAL OR STATE LEGISLATION OF A SIMILAR NATURE WHICH MAYBE ENACTED FROM TIME TO TIME, EXCEPT TO THE EXTENT THE EXISTENCE OF SUCH HAZARDOUS SUBSTANCES OF HAZARDOUS WASTES IS DUE TO (i) ANY COMMUNICATIONS FACILITIES INSTALLED BY AT&T WITHIN THE DEVELOPMENT OR (ii) ANY ACTIVITIES OF AT&T OR ITS AGENT OR SUBCONTRACTORS. THE MATTERS DESCRIBED IN CLAUSES (i) AND (ii) OF THE IMMEDIATELY PRECEDING SENTENCE ARE HEREIN AFTER REFERRED TO AS THE "AT&T LIABILITIES." AS BETWEEN AT&T AND DEVELOPER, ALL OF THE FOREGOING MATTERS (OTHER THAN THE AT&T LIABILITIES) SHALL BE DEVELOPER'S SOLE RESPONSIBILITY. DEVELOPER SHALL FULLY INDEMNIFY AT&T FROM ANY LOSS, COST, EXPENSE OR LIABILITY, INCLUDING REASONABLE



ATTORNEY'S FEES, ARISING FROM ANY OF THE FOREGOING MATTERS (OTHER THAN THE AT&T LIABILITIES), TO THE EXTENT IT IS PERMITTED TO DO SO BY STATE LAW. AT&T SHALL FULLY INDEMNIFY DEVELOPER FROM ANY LOSS, COST, EXPENSE OR LIABILITY, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE AT&T LIABILITIES. THIS PROVISION SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND REMAIN IN EFFECT.

#### **14. DISCLAIMER OF WARRANTIES**

Each party accepts all information and services provided under Paragraph 1 of this agreement "as is." Except as expressly provided herein, neither party makes any warranties related to such information and services, whether express or implied, including, but not limited to any warranty of fitness for a particular purpose and any warranty of merchantability.

#### **15. CONFLICT OF INTEREST**

Each party represents and warrants that no officer, employee, or agent of the other has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from it or any of its officers, employees or agents in connection with the obtaining, arranging or negotiation of this Agreement or other documents entered into or executed in connection herewith.

#### **16. NO RELEASES**

Neither AT&T nor Developer shall require waivers or releases of any personal rights from representatives of the other in connection with visits to AT&Ts and Developer's respective premises which are made in the course of performance of this Agreement and no such releases or waivers shall be pleaded by AT&T or Developer or third person in any action or proceeding arising out of this Agreement.

#### **17. CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Alabama.

#### **18. USE OF INFORMATION**

Any specifications, drawings, sketches, models, samples, tools, computer or other apparants, programs, technical or business information or data, written, oral or otherwise (all hereinafter designated "Information") furnished by either party under this Agreement or in contemplation of this Agreement, shall remain the property of the party furnishing the same. All copies of such information in written, graphic or other tangible form shall be returned to the party which furnished such information upon request. All such Information shall be kept confidential by the receiving party in performing under this Agreement and may not be used for any purposes except upon such terms as may be agreed upon between the Developer and AT&T in writing. The terms of this Agreement are not for distribution or disclosure beyond those authorized employees of the respective parties. The obligations of either party under this section will not apply to:

- (i) any information that is in the public domain, or enters the public domain other than as a result of improper disclosure by the receiving party; or
- (ii) information in the possession of the receiving party prior to disclosure by the other party;
- (iii) information rightfully provided by a third party; or
- (iv) information required to be disclosed by law (provided that the receiving party will use its best efforts to give notice to the other party prior to such required disclosure).

## 19. NOTICES

Any notices or demand which under the terms of this Agreement, or under any statute, must or may be given or made by the Developer or AT&T shall be in writing and shall be given or made by electronic mail or by certified or registered mail addressed to the respective parties as shown:

To Developer: T. Christopher Elliott, Chairman  
Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

To AT&T: A. Langley Kitchings  
Suite 4300  
675 W. Peachtree Street  
Atlanta, GA 30308  
lk2673@att.com  
404 927 9570

Such notice or demand shall be deemed to have been given or made when sent by electronic mail to the addresses show above or when deposited, postage prepaid in the U.S. mail.

The above addresses may be changed at any time by giving thirty (30) days prior written notice as above provided.

## 20. ENTIRE AGREEMENT

The terms contained in this Agreement constitute the entire agreement between Developer and AT&T and may not be modified except by a writing signed by the Developer and AT&T. The provisions of this Agreement supersede all prior oral and written provisions of this Agreement supersede all prior oral and written quotations, communications, agreements, and understanding(s) of the parties in respect of the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate and do hereby warrant and represent that their respective signatories whose signature appear below have been and are, on the date of execution of this Agreement, duly authorized by all necessary and appropriate corporation action to execute this Agreement.

By: \_\_\_\_\_  
Fred McCallum, Jr.  
President  
AT&T Alabama

By: \_\_\_\_\_  
T. Christopher Elliott  
Chairman  
Baldwin County Commission

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Monica Taylor

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**Subject:** FW: Mutual Cooperative Promotional Agreement with AT&T Alabama

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**From:** Lee Lawson [mailto:llawson@baldwineda.com]

**Sent:** Monday, August 20, 2018 10:43 AM

**To:** Monica Taylor <MTAYLOR@baldwincountyal.gov>

**Cc:** Anu Gary <AGary@baldwincountyal.gov>; Keri Green <KEGREEN@baldwincountyal.gov>; Miranda N. McKinnon <miranda.mckinnon@baldwincountyal.gov>; Ronald Cink <RCink@baldwincountyal.gov>

**Subject:** Re: Mutual Cooperative Promotional Agreement with AT&T Alabama

Good Morning Monica,

I spoke with Mr. Glyn Agnew with AT&T and due to changes that were made to the agreement and the fact that AT&T has really subsetting the marketing program the agreement is no longer necessary. Please close the file and disregard all paperwork.

Thank you,

Lee

Lee Lawson

O: 251-970-4083

C: 251-604-3053

[www.baldwineda.com](http://www.baldwineda.com)

[www.southalabamamegasite.com](http://www.southalabamamegasite.com)





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0873, **Version:** 1

**Item #:** BE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG18-28A - Provision of Bag Ice for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the Purchasing Director to re-bid for the Provision of Bag Ice; and
- 2) Authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

#### **Previous Commission action/date:**

**06/05/2018 meeting:** 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Bag Ice and Bottled Water; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**07/17/2018 meeting:** 1) Awarded the bid section for Bottled Water to the lowest bidder, Atlantic Beverage Co., Inc., as per the attached Award Listing; and 2) Approved the Purchasing Director to re-bid for the Provision of Bag Ice and authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**Background:** Bids were set to open in the Purchasing Conference Room on August 9, 2018, at 1:30 P.M. No bids were received. Recommend the Commission authorize the Purchasing Director to re-bid the Bag Ice as per the attached bid specifications.

### **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:** 09/04/2018

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

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

**Additional instructions/notes:** N/A

### **BID #WG18-28A SPECIFICATIONS**

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

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

### **BID RESPONSE FORM**

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

### **AWARD**

Award will be by item, to the lowest responsible bidder meeting all the specifications of the ITB.

The award shall be for twelve (12) calendar months. Prices shall be firm for the bid period effective the date of award.

### **DELIVERY**

Deliveries to Baldwin County Emergency Management Agency (BCEMA) are to be made as follows: 50% of order delivered within 48 hours, with 100% of order delivered within 72 hours of scheduling delivery. Initial deliveries will be to the address below with forward shipment to points of distribution as directed by BCEMA during the Emergency Disaster period. Vendors are responsible for assuring that BCEMA acknowledges all deliveries, and that all deliveries have required documentation.

Baldwin County Emergency Management Agency,  
23100 McAuliffe Drive,  
Robertsdale, AL, 36567

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

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

### **FREIGHT**

Bid is F. O. B. Destination. Any Freight charges must be included in the bid prices.

### **SPECIFICATIONS**

#### **Item - ICE**

8 LB. Bags, Ice must be palletized designed for pick-up from all four sides, shrink-wrapped, and fully covered on top and all four sides with a minimum double layer of shrink wrap. Ice order will be in multiple truckloads of approximately 40,000 LBS. per truck load on refrigerated trailers. Ice must meet all Federal/States standards for Human consumption.

**BID #WG18-28A RESPONSE FORM**

Provision of Bag Ice

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Company Rep \_\_\_\_\_  
\_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or XX  
Yes No

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

\_\_\_\_\_  
Financing Agency Authorized Signature

**Item – Ice 10 lb. bag**

Amount Bid: \$ \_\_\_\_\_ per LB = \$ \_\_\_\_\_ per 10 lb. bag

Manufacturer or Brand: \_\_\_\_\_

Transportation per hour rate: \$ \_\_\_\_\_

All Exceptions should be attached to this Bid Response Page.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0875, **Version:** 1

**Item #:** BE2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

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

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG18-38 - Provision of Alternate Daily Cover Material for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of alternate daily cover material; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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



**LEGAL IMPACT**

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

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/04/2018

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

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

Mail Bid

**Additional instructions/notes:** N/A

### **BID #WG18-38 SPECIFICATIONS**

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working product shall be furnished.

Bidders shall be prepared to give a complete demonstration of the merits of the products offered. The products so demonstrated shall be complete as offered by the bidder for the bid. In the event that the Solid Waste Department Head or his assigned personnel does not obtain the desired effects from the demonstrated products, then the next bidder will be requested to demonstrate their products for bid award consideration.

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

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

### **BID RESPONSE FORM:**

Each supplier should use the Response Form provided for their bid. Exceptions are to be attached to the back of the Response Form. Prices bid shall be firm for a one (1) year period; the period shall begin the day of bid award.

It is the intent of the Commission to award to one (1) bidder.

### **DELIVERY**

Delivery shall be as soon as possible, but not more than fifteen (15) business days after receipt of order.

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

### **GENERAL SPECIFICATIONS**

- Material must be a single bag mixture
- Material must be brown, green or gray in color
- Each material listed must be accompanied by MSDS
- Material when mixed should be able to be dispersed over compacted solid waste by the use of a Hydroseeder
- Material when mixed must meet all requirements as set by the Alabama Department of Environmental Management for use as alternative cover
- Material must not contain any nutrients for vectors
- The product must be capable of withstanding moderate rainfall without deterioration
- Material must have the capability of being applied to a minimum of 1/4"
- The materials must pass the Flammability Potential Screening Analysis of Waste (A.S.T.M. D4982-95) Include an Independent Laboratory Test (Flammability) A.S.T.M. D4982-95 showing negative Results on flammability
- Each bag must weigh 50 pounds or less

**BID #WG18-38 RESPONSE FORM**

Alternative Daily Cover Material

Page 1 of 1

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name:

Address: \_\_\_\_\_  
\_\_\_\_\_

Company Rep \_\_\_\_\_  
\_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

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

\_\_\_\_\_  
Financing Agency Authorized Signature

**Alternative Daily Cover Material**

**Product:** \_\_\_\_\_

**Amount Bid:** \$ \_\_\_\_\_/50 lb bag

**Delivery Time:** \_\_\_\_\_

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0876, **Version:** 1

**Item #:** BE3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG18-39 - Annual Rental of Portable Toilets for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the annual rental of portable toilets; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

### **LEGAL IMPACT**

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

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/04/18

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

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

**Additional instructions/notes:** N/A

## **BID #WG18-39 SPECIFICATIONS**

### **GENERAL**

It is the intent and purpose of this bid to enter into a contract to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specifications. County will issue individual purchase orders for each department and location participating in this contract. Vendor must provide separate itemized billing for each unit services.

### **CONTRACT PERIOD**

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2019 and 2020), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2018 contract with its intend to extend the contract. The prices for 2018 shall also apply to the extension period(s).**

The County does not anticipate utilization of a long, formal written contract document to bind the County and the successful bidder. **The County will issue purchase orders to the successful bidder as service is required.** The successful bidder acknowledges by acceptance of the County purchase orders for awarded service that the bidder is bound to the terms, conditions and requirements as stated in this document.

Successful bidder shall not assign this contract to any other party without prior written approval of the Baldwin County Commission. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The contract shall become effective the date noted on the Notification of Award letter, which will be mailed to the successful vendor.

The County should be invoiced every 30 days for the rental of the portable toilets. The County's standard payment terms are net 30 days from acceptance. The County will not consider any bids requiring C. O. D. payments.

Any questions concerning these specifications should be addressed to the Purchasing Manager, at 251-580-2520, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

County reserves the right to modify service on an as needed basis: Units may be deleted or added; pickup frequency increased or decreased. County makes no guarantee as to the exact number of units, pickups, or locations to be covered under this contract. Rate bid is to include all rental rate, service, dumping fees, state mandated fees for disposal of waste, initial delivery and removal of the unit and any and all other items of cost not mentioned, but are considered customary for such service. The County will not pay any additional charges during the term of this contract.

Delivery does not constitute acceptance. All toilets delivered to the County as a result of an award of this contract are subject to inspection and testing. Items that do not meet specifications will be rejected and returned to the vendor at vendor's expense. Failure to reject upon receipt, however, does not relieve the vendor of this liability. If tests subsequent to delivery reveal a failure to meet specifications, the vendor shall be deemed to have breached his contract.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a non-responsive vendor.

The County reserves the right to cancel the contract, in whole or part, and seek new bids at any time the County determines that the service being supplied is not satisfactory and unacceptable.

All bidders shall be required to demonstrate to the satisfaction of the County that they have adequate financial resources, experienced personnel, equipment and expertise to perform the services required. No contract will be awarded to any bidder who, as determined by the County, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, personnel and equipment to conduct and complete the collection, hauling and disposal services in strict accordance with the specifications.

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Manager as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the work to be done under the contract. Bidders shall thoroughly examine and be familiar with the specifications.

The bidders shall obtain all information concerning the conditions which may affect their work.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the Baldwin County Commission to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

#### **PREPARATION OF BIDS**

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to this proposal or to the contract. The County shall make all such documents available to the bidders.

#### **BIDS FOR ALL OR PART**

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

#### **BIDDERS QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information

and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

### **LAWS AND REGULATIONS**

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

### **COMPENSATION INSURANCE**

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

### **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability, with limits not less than \$1,000,000.00, combined single limit, for bodily injury and property damage liability for each occurrence, plus \$1,000,000.00 personal and advertising injury. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

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

### **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000, combined single limit, for bodily injury and



property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be names as additional insured.

### **COUNTY'S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 each occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

Such policies shall name the Baldwin County Commission as an additional insured and shall contain an endorsement providing that the County will be given written notice not less than thirty (30) days prior to cancellation or change of coverage provided by said policies. Certificate of insurance must be presented to the County within 10 days of notice of award and prior to commencement of any work. Insurance shall be through companies authorized to do business in the State of Alabama.

### **INDEMNITY AND HOLD HARMLESS PROVISION**

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

### **SERVICE REQUIREMENTS**

Successful bidder shall meet with a representative from the County to discuss their current needs and determine the most efficient way to fill their needs: number of units needed; frequency of pickup service; best location for placement of portable toilet(s); best time to empty toilets, etc. Vendor shall provide written document containing names, telephone numbers, fax numbers, and email address to contact when (not if) problems arise. The document should clearly indicate who to contact based on the given situation. Company must guarantee a call back within two hours, during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, if no one is available at the time the call is placed.

Units are to be placed at any location listed on purchase orders in Baldwin County issued by the County Commission. **Unit(s) shall be delivered within 72 hours after receipt of purchase order number.**

**Units are to be cleaned and serviced to the satisfaction of the County on a regular daily or weekly basis that is selected for each site. The County may request additional cleaning and servicing, if necessary.**

**Specifications**

Polyethylene Cabanas, or equal.

**Minimum Size**

7'2" high - 46" wide, 49" depth – weight – 300 lbs.-  
Gallon capacity – 60.

Handicap units must meet ADA standards and will be placed as required by the Baldwin County Commission.

Self-closing door with privacy latch on inside. Units must be in near to new condition and must meet State Health Department requirements. County will reserve the right to refuse any units it deems unacceptable in appearance or condition. The vendor will be responsible to obtain any and all permits or licenses.

**The County currently has a need for approximately 30 units which will be located at various locations across Baldwin County as listed below:**

**Location**

Cliff's Landing, 7500 Cliff's Landing Rd., Bay Minette, AL  
Marlow Park/Ferry Dock Honey Road, Summerdale, AL  
Highway Barn, 22220 West Blvd., Silverhill, AL  
Perdido Bay Park, 12100 County Rd. 99, Lillian, AL  
Latham Park, Carter Rd., Tensaw, AL  
Mullet Point Park, County Rd. 1, Point Clear, AL  
Bicentennial Park, 51233 St. Hwy 225, Bay Minette, AL  
Live Oak Landing, 8700 Live Oak Rd., Bay Minette, AL  
Viewpoint Park Boat Ramp, End of County Rd. 1  
Boat Ramp, Lost River Road, Seminole, AL  
Mary Ann Nelson Park, Mary Ann Beach & County Rd. 1, Fairhope, AL  
Bohemian Park, County Rd. 48, Fairhope, AL  
Highway Barn, 20764 County Rd. 24, Foley, AL  
Vaughn Community Center, County Rd. 21, Stockton, AL  
Fort Mims Park, Tensaw, AL  
Josephine Park, 28693 Josephine Drive, Josephine, AL  
Lillian Boat Launch, Lillian, AL  
Magnolia Landfill, 15140 County Rd. 49, Summerdale, AL  
McBride Landfill, 14200 County Rd. 64, Loxley, AL  
Transfer Station, 42901 Nicholsville Rd., Bay Minette, AL  
Old Brady Road Dirt Pit, 21381 Old Brady Rd., Robertsedale, AL  
Highway Barn, 203 Dickman Road, Bay Minette, AL

**And any new locations as required by the Baldwin County Commission**

**BID WG18-39 RESPONSE FORM**

Rental of Portable Toilets

Page 1 of 1

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Company Rep: \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Description	
Price Per Unit/Week (Including Servicing and Cleaning)	\$
Handicap/Price Per Unit/Week (Including Servicing and Cleaning)	\$
Price Per Unit for Additional Cleaning/Per Week (If Required)	\$



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0878, **Version:** 1

**Item #:** BE4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

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

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG18-40 - Provision of Bituminous Materials for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications for the provision of bituminous materials and authorize the Purchasing Director to place a competitive bid; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Bituminous Materials.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

**LEGAL IMPACT**

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

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/04/2018

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

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

Mail Bids

**Additional instructions/notes:** N/A

## **BID #WG18-40 SPECIFICATIONS**

### **QC/QA procedures for use on all Baldwin County Projects**

#### **Definitions**

County Engineer: The Engineer appointed by the Baldwin County Commission.  
Supplier: The Company that is supplying the bituminous concrete for the project.  
Contractor: The crew that is responsible for laying and compacting mix on the roadway.

#### ***1) QUALITY CONTROL.***

- a) Supplier shall have on site a Level II Asphalt Technician anytime they are producing mix for Baldwin County.
- b) QC/QA TESTING
  - i) Sampling shall be performed in accordance with the sampling plan as stated in this specification. Samples will be randomly selected and obtained by the Supplier or BCHD and its affiliates. QC/QA samples shall be obtained at the project site but BCHD reserves the right to sample outside the sampling plan. A large enough sample shall be obtained so that it can be split between the Supplier, BCHD or its affiliates. Samples shall be tested for Air Voids, Liquid Asphalt Binder Content, Gradation, VMA, Effective AC Content, Dust/Asphalt Ratio, Stability, Flow, and Tensile Strength Ratio (TSR) as per table 3.

TABLE 3

Test Required	Test Method (Random Number)	Sampling Frequency ** (100% Pay)	Tolerances
Asphalt Content +++++	AASHTO T308 ALDOT 354	Supplier per 500 tons BCHD per Lot	+/- .34
Maximum Specific Gravity	AASHTO T209	Supplier per 500 tons BCHD per Lot	N/A
Mixture Gradation****	AASHTO T 308	Supplier per 500 tons BCHD per Lot	+/- 7.0 % for the #4 and above +/- 4.0 %, #8 to #100 +/- 2.00 % for the #200
Dust/Asphalt Ratio***	ALDOT 371	Supplier per 500 tons BCHD per Lot	0.90 to 1.80
Air Void Content & VMA++	ALDOT 353, 307	Supplier per 500 tons BCHD per Lot	+/- 1.06%, 16.0 to 18.5
Marshall Stability and Flow ++		Supplier per 500 tons BCHD per Lot	1600, 8-18
Tensile Strength Ratio	ALDOT 361	Supplier & BCHD Minimum First 1000 tons and Every 10,000 ton thereafter	.80

Each individual Maximum Theoretical Specific Gravity (MTSG) shall be used to calculate Air Voids.

\*\* BCHD reserves the right to change sampling frequency; or sample outside the sample plan if it deems necessary. At least one sample shall be obtained from every project with tonnage less than 500.

\*\*\* If the Dust/Asphalt is out on two consecutive tests, production shall cease until proper plant adjustments are made.

\*\*\*\* If the test results are out of specification tolerance on two consecutive tests for the same size sieve, production shall cease until proper plant adjustments are made.

\*\*\*\* Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to but not exceed 97% on the 3/8" sieve.

++ The sample shall be one set of three Marshall samples+++.

++++ Under AASHTO T 308, if an ignition furnace is used, mixture calibration shall be used.

## 2) ADJUSTMENT PERIOD (Test Strip).

- a) During start-up operations, an adjustment period (test strip) as described below shall be required when producing a new job mix formula. The purpose of the adjustment period will be to permit the Supplier to adjust his production process and for Supplier QC personnel and BCHD QA personnel to calibrate and coordinate their testing procedures. The Supplier has the option of running a test strip or waiving the test strip, if the proposed job mix formula has been produced satisfactorily on previous BCHD projects. The waiver of a test strip shall be in writing to the County Engineer prior to any production and placement of the previously produced job mix design. The Supplier assumes the risk of milling and relaying unacceptable mix with no additional compensation if the test strip is not utilized.
- b) A test strip of not more than 300 tons shall be produced. Production shall stop until the Supplier has completed one liquid asphalt binder content, one air void content, and gradation. The test results for AC and Air Voids shall meet the requirements in Table 5, 100% pay in the 1 Test column.
- c) For LOT Pay Factor purposes a LOT shall be defined as a single BCHD project, multiple BCHD projects (Completed in one day) or one day's production not to exceed a 1000 tons. For testing purposes, a lot shall be defined as 1000 tons (+- 200 tons). QC/QA testing shall run independent to the Pay Factor LOT when tonnages on one or more BCHD projects do not exceed 1000 tons. An ongoing tonnage total shall be maintained at each individual plant supplying mix to BCHD and sampling shall be performed every 500 tons with a minimum of one test per project. When two tests have been completed, along with referee samples if necessary, Pay Factors shall be calculated and applied to tonnage produced on that day. The County Engineer will round a testing increment or a LOT, if necessary, to the nearest truckload of material.

## 3) ACCEPTANCE OR REJECTION.

- a) The recommendation of the County Engineer and decision of the Baldwin County Commission will be final as to the acceptance, rejection, or acceptance at an adjusted payment of each LOT. Upon completion of a LOT (2<sup>nd</sup> test and/or any referee test completed) pay factors shall be calculated and applied only to the mix produced in that day's production. Rejected LOTS could be removed at no cost to the Department and replaced at BCHD unit price.
- b) The act of sampling shall be the responsibility of the Supplier utilizing the following sample plan. Suppliers shall use the random number method to determine sampling location in the testing increment. If any deviation from the sampling plan occurs BCHD reserves the right to sample an Independent Verification Sample (IVS) (outside of the scope of the sampling plan) at any time. Any Supplier test sampled from outside the sampling could be rejected and replace with the results of the IVS and used for pay factor computation.
- c) The Supplier shall sample the mixture and split it into three equal samples large enough to run the test required in this specification: The Supplier's primary QC sample (PQCS), BCHD primary QA sample (PQAS) and a Referee Sample (RS). The portions of mixture for the BCHD and referee sample shall be bagged, labeled, and stored for testing (max 60 days) if required. Bagged samples shall have the following bag appropriate information accompanying the sample: Date Sampled, Ton Sampled, Truck Sampled, Random Number, Sequential Test Number (STN), Project/Road Name, Mix Type, BCHD Primary Sample or Referee Sample, copy of the Scale Ticket, and a copy of Suppliers tests results. BCHD testing increment shall consist of two primary QA samples, split with the primary QC samples, which will represent 1000 tons of mix. Both the QA sample and referee samples will be stored in a dry location by the Supplier for a period of no longer than 14 days and may be disposed of prior to the 14 days if comparison sample results, pay factors and referee issues have been resolved. BCHD will randomly select one of the two samples stored for testing. Samples will be tested in an ALDOT certified independent lab and results will be compared to the Supplier results for comparison compliance.
- d) If the Supplier's primary QC sample and the BCHD primary QA sample do not compare within the Acceptable Tolerances listed in Table 4 then the referee sample will be tested at the Suppliers Lab. The referee sample shall be tested jointly by the Supplier and BCHD's representative and the results shall be used to calculate the pay factor for the lot. All results are final once the referee sample has been tested.
- e) For testing purposes, the PQCS shall be run in the Supplier's lab and BCHD reserves the right to run the PQAS in an ALDOT approved independent lab or the Suppliers lab. During the adjustment period (Test Strip) the BCHD will test its PQAS along with the Suppliers PQCS in the Suppliers lab. Also in the case where the results of the PQCS and the results of the PQAS do not compare the Referee Sample will be tested jointly in the Suppliers lab.



**TABLE 4**

**COMPARISON OF BCHD AND SUPPLIER TESTING  
TEST ACCEPTABLE TOLERANCES**

ASPHALT CONTENT	± 0.30 %
AIR VOIDS	± 0.50 %

**ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX  
CHARACTERISTICS.**

**TABLE 5**

**ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS**  
Arithmetic Average of the Absolute Values of Deviations of the LOT Acceptance Tests from Job Mix  
Formula Values

<b>Asphalt Content*</b>					
LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-0.62	0.63-0.68	0.69-0.75	0.76-0.88	Over 0.88
2 Tests -	0.00-0.44	0.45-0.48	0.49-0.53	0.54-0.62	Over 0.62
<b>Voids in Total Mix (Lab. Compacted Samples) *</b>					
LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-2.50	2.51-2.70	2.71-3.00	3.01-3.5	Over 3.5
2 Tests -	0.00-1.77	1.78-1.91	1.92-2.12	2.13-2.47	Over 2.47

\* If approved by the Baldwin County Commission as recommended by the County Engineer, the Supplier may accept the indicated LOT partial payment. The Baldwin County Commission and/or County Engineer may require removal and replacement. If the LOT pay factor is greater than 0.80, the Supplier has the option to remove at no cost to the Department and to replace at contract unit bid price rather than accepting the reduced LOT payment. The only time the 1 Test row will be used is in the test strip and at the end of the annual contract if the second sample cannot be obtained due to low tonnage.

The lowest Pay Factor of the two criteria shall be applied to the LOT (for pay purposes as defined above).

**BID #WG18-40 SPECIFICATIONS**  
**ALDOT BITUMINOUS PLANT MIX 424**

Bituminous Plant Mix shall be in accordance with applicable portions of Section 410, Section 804 and Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the “Asphalt Index” as reported by ALDOT each month.

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

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

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

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

Bidder must furnish to Baldwin County job sites on a daily basis, as ordered, a minimum of 1,000 tons, per operating crew, as needed. In the event the awarded bidder cannot comply with this requirement the bidder will be deemed not open for business and be non-compliant with the specifications.

Bids for product **delivered** F.O.B. to Baldwin County shall be considered on a per “**Maintenance Area**” basis with the Maintenance Areas delivered as shown on the attached map. Baldwin County will award on a “**Per Area**” basis and the vendors must give a price for each Mix delivered to each Maintenance Area in order for the entire bid to be considered.

Bid price for material being **picked up** from plant by Baldwin County shall be based on location of plant facility. The Vendor must provide a physical address of all plant facilities along with price for respective facility.

Should multiple vendors be awarded bids, and should a road cross between two (2) “Areas” with a different vendor for each Area, the lower price of the two vendors will be chosen to supply the mix chosen for that job. The intent of this bid arrangement is for Baldwin County to attract the lowest possible bid price for product supplied to the County by taking advantage of potential transportation cost swings.

**If the Supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered material from the nearest facility most convenient to the job site, whether it is the prime or secondary vendor, at the pickup or delivered price, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.**

**The County also reserves the option, at their sole discretion, to pick up or have delivered material from the facility most convenient to the jobsite, whether it is the prime or secondary vendor, at the pickup or delivered price at the end of the day of the order that the supplier could not deliver the amount specified.**

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

Prices shall be provided as follows:

424A-280	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range E
424A-281	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range E
424A-336	Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-340	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-341	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D
424A-361	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D
424B-293	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Maximum Aggregate Size Mix, ESAL Range E
424B-635	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-636	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-637	Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-651	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D
424B-663	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Maximum Aggregate Size Mix, ESAL Range C/D

**CONTRACT PERIOD**

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period.**

**BID #WG18-40 SPECIFICATIONS**  
**BALDWIN COUNTY BITUMINOUS PLANT MIX 723**

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements noted in the following sections of these specifications. If the County Engineer determines there is insufficient Asphalt Cement coating on the aggregate or a lack of sufficient blending of RAP particles with the virgin aggregate because of the high percentage of RAP allowed in this specification and the inherent low temperatures used to produce WMA; the County Engineer may require a new Job Mix Formula (JMF) with a maximum of 20% RAP.

All ALDOT guidelines and policies shall apply to this mix except where noted below.

The ALDOT Standard Specification for Highway Construction shall apply except where noted below

**BC 723 Materials**

**1) RECYCLED ASPHALT PLANT MIX (RAP) AND RECLAIMED ASPHALT SHINGLES (RAS).**

**a) ALLOWABLE USAGE OF RAP AND RAS**

- i) The Supplier shall have the option to use RAP and RAS (Reclaimed Asphalt Shingles) in accordance with the requirements given. The total amount of RAP and RAS shall not exceed 35%.
- ii) The Supplier shall have the option to use any ratio of RAP (Recycled Asphalt Pavement) to virgin material from 0% to 35%.
- iii) RAS shall be limited to 5 % of the total aggregate content when the RAS is consumer waste (from roofing materials) and shall be limited to 5 % of the total aggregate content when the RAS is manufacturing waste.

**2) BLEND OF AGGREGATES.**

**a) GRADATIONS FOR BLEND OF AGGREGATES**

- i) The coarse and fine aggregates, mineral filler, and recycled material shall be combined in a total blend that will produce an acceptable job mix within the gradation limits determined by the maximum and minimum control points shown in the following table.

**TABLE 1**

**Job Mix Formula (JMF) Parameters**

Sieve Size	% Passing by Weight
1/2" {12.5 mm}	100% *
3/8" {9.5 mm}	90% - 97% **
No. 4 {4.75 mm}	61% - 84%
No. 8 {2.36 mm}	41% - 64%
No. 16 {1.18 mm}	32% - 45%
No. 30 {600 mm}	21% - 39%
No. 50 {300 mm}	10% - 28%
No. 100 {150 mm}	6% - 20%
No. 200 {75 µm}	4% - 12%

**Notes:**

Mix shall be 100% passing the 1/2" sieve, No Exception,

\*\* Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to 97%

**3) MIX PROPERTIES**

**a) AIR VOIDS (Va)**

- i) The design air voids for this mix shall be 5.00%.

**b) VOIDS IN MINERAL AGGREGATE (VMA)**

- i) The job mix shall be designed to produce a minimum VMA of 16.0 and a maximum of 18.5.

**c) LIQUID ASPHALT BINDER CONTENT (Pb)**

- i) The job mix shall be designed at a minimum Liquid Asphalt Binder Content (Pb) of 5.80% and a maximum Liquid Asphalt Binder Content (Pb) of 7.50%. (Baldwin County has the right to lower the grade of virgin asphalt binder content if needed)

**d) DUST PROPORTION**

- i) The ratio of the percent by weight {mass} of aggregate passing the No. 200 sieve to the effective asphalt content expressed as percent by weight {mass} of the total mix shall be between 0.9 and 1.80 for this mix. These ratio limits apply to both the design and production phases. Effective asphalt content is that asphalt cement not absorbed

into the aggregate pore structure and is determined according to Section 4.09 of the Asphalt Institute's, MS-2, *Mix Design Methods for Asphalt Concrete*.

e) **RESISTANCE TO MOISTURE INDUCED DAMAGE**

- i) All mixes shall be designed and produced to have a tensile strength ratio (TSR) of at least 0.80 when compacted according to ALDOT-307 at seven percent air voids and tested in accordance with AASHTO T 283 as modified by ALDOT-361. If either TSR fails in production (Suppliers or BCHD representatives) another TSR will be run out of the referee sample, jointly by the Supplier and BCHD representatives in the Suppliers lab. If that TSR fails, the Baldwin County Commission and/or County Engineer shall determine whether the Supplier shall remove the tonnage in the lot at no cost to BCHD or leave it in place at a pay reduction.

4) **DESIGN PROCEDURES**

- a) The 50 Blow Marshall Mix Design Method shall be used for this mix. The minimum Marshall Stability shall be 1600 and the flow values shall be 8 to 18.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

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

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

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

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

Bidder must furnish to Baldwin County job sites on a daily basis, as ordered, a minimum of 1,000 tons, per operating crew, as needed. In the event the awarded bidder cannot comply with this requirement the bidder will be deemed not open for business and be non-compliant with the specifications.

Bids for product delivered F.O.B. to Baldwin County shall be considered on a per **“Maintenance Area”** basis with the Maintenance Areas delivered as shown on the attached map. Baldwin County will award on a **“Per Area”** basis and the vendors must give a price for each Mix delivered to each Maintenance Area in order for the entire bid to be considered.

Should multiple vendors be awarded bids, and should a road cross between two (2) “Areas” with a different vendor for each Area, the lower price of the two vendors will be chosen to supply the mix chosen for that job. The intent of this bid arrangement is for Baldwin County to attract the lowest possible bid price for product supplied to the County by taking advantage of potential transportation cost swings.

**If the Supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered material from the nearest facility most convenient to the job site, whether it is the prime or secondary vendor, at the pickup or delivered price, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.**

**The County also reserves the option, at their sole discretion, to pick up or have delivered material from the facility most convenient to the jobsite, whether it is the prime or secondary vendor, at the pickup or delivered price at the end of the day of the order that the supplier could not deliver the amount specified.**

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

#### **CONTRACT PERIOD**

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period.**

**Bid WG18-40 shall be used in conjunction with Bid WG18-41. Awarded bidder(s) of each bid shall work together to accomplish scope of work as directed by Baldwin County.**

**BID #WG18-40 RESPONSE FORM****Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Maintenance Area - 100**

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
(Please Print or Type Name)

Position: \_\_\_\_\_

Supply Location: \_\_\_\_\_

<b>Description Of Item</b>	<b>FOB Delivered Area 100</b>	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag



**BID #WG18-40 RESPONSE FORM****Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Maintenance Area - 200**

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
(Please Print or Type Name)

Position: \_\_\_\_\_

Supply Location: \_\_\_\_\_

<b>Description Of Item</b>	<b>FOB Delivered Area 200</b>	
BC-723	\$ _____	Ton
424A-280	\$ _____	Ton
424A-281	\$ _____	Ton
424A-336	\$ _____	Ton
424A-340	\$ _____	Ton
424A-341	\$ _____	Ton
424A-360	\$ _____	Ton
424A-361	\$ _____	Ton
424B-293	\$ _____	Ton
424B-635	\$ _____	Ton
424B-636	\$ _____	Ton
424B-637	\$ _____	Ton
424B-651	\$ _____	Ton
424B-663	\$ _____	Ton
RAP	\$ _____	Ton
Cold Mix Asphalt	\$ _____	50 LB Bag

**BID #WG18-40 RESPONSE FORM****Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Maintenance Area - 300**

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
(Please Print or Type Name)

Position: \_\_\_\_\_

Supply Location: \_\_\_\_\_

<b>Description Of Item</b>	<b>FOB Delivered Area 300</b>	
BC-723	\$ _____	Ton
424A-280	\$ _____	Ton
424A-281	\$ _____	Ton
424A-336	\$ _____	Ton
424A-340	\$ _____	Ton
424A-341	\$ _____	Ton
424A-360	\$ _____	Ton
424A-361	\$ _____	Ton
424B-293	\$ _____	Ton
424B-635	\$ _____	Ton
424B-636	\$ _____	Ton
424B-637	\$ _____	Ton
424B-651	\$ _____	Ton
424B-663	\$ _____	Ton
RAP	\$ _____	Ton
Cold Mix Asphalt	\$ _____	50 LB Bag

**BID #WG18-40 RESPONSE FORM****Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723****Picked Up based on facility location**

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

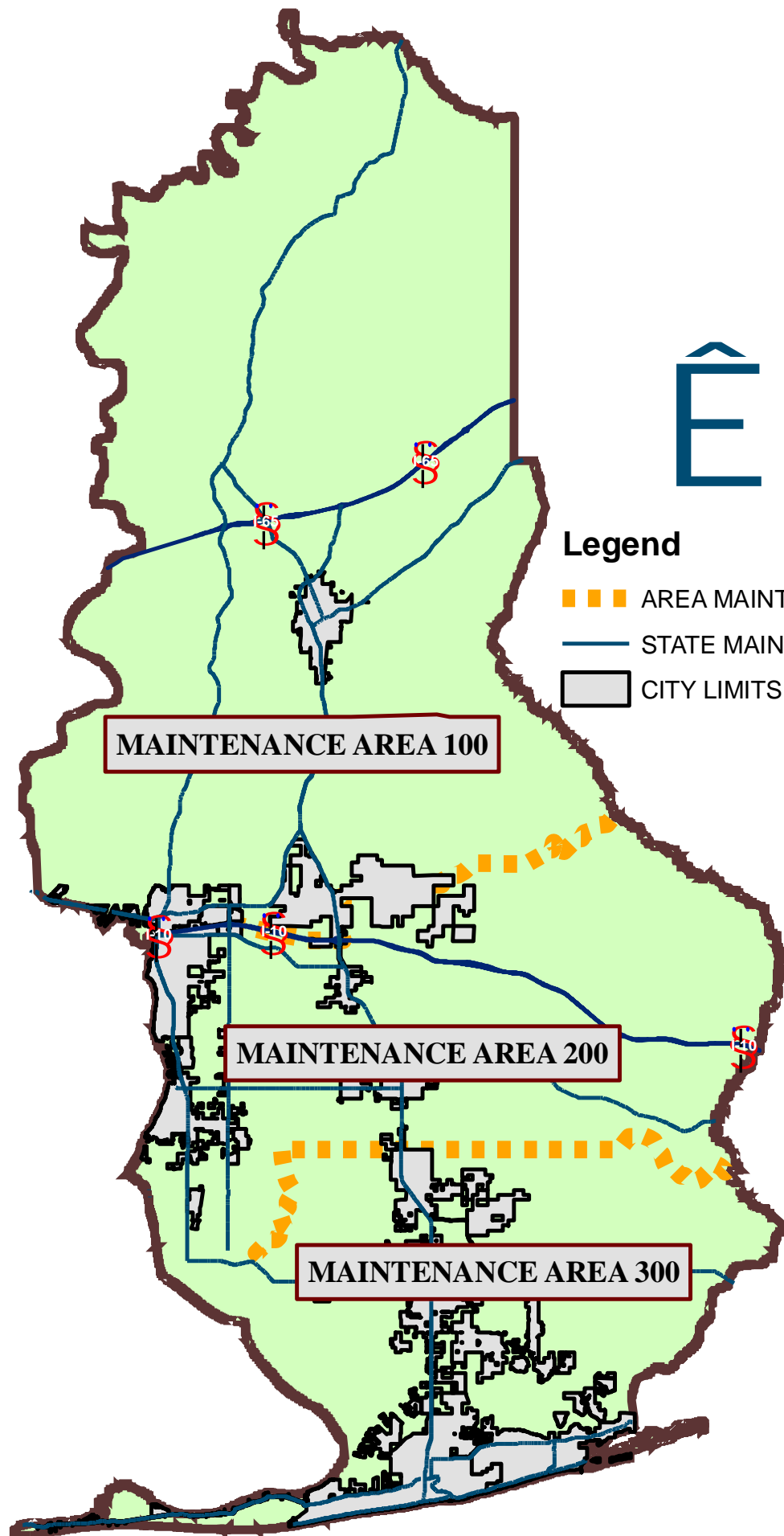
Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
(Please Print or Type Name)

Position: \_\_\_\_\_

Supply Location: \_\_\_\_\_

<b>Description Of Item</b>	<b>FOB Shipping Point</b>	
<u>BC-723</u>	\$ _____	Ton
<u>424A-280</u>	\$ _____	Ton
<u>424A-281</u>	\$ _____	Ton
<u>424A-336</u>	\$ _____	Ton
<u>424A-340</u>	\$ _____	Ton
<u>424A-341</u>	\$ _____	Ton
<u>424A-360</u>	\$ _____	Ton
<u>424A-361</u>	\$ _____	Ton
<u>424B-293</u>	\$ _____	Ton
<u>424B-635</u>	\$ _____	Ton
<u>424B-636</u>	\$ _____	Ton
<u>424B-637</u>	\$ _____	Ton
<u>424B-651</u>	\$ _____	Ton
<u>424B-663</u>	\$ _____	Ton
<u>RAP</u>	\$ _____	Ton
<u>Cold Mix Asphalt</u>	\$ _____	50 LB Bag



### Legend

- AREA MAINT. DIVIDING LINES
- STATE MAINTAINED HIGHWAYS
- CITY LIMITS



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0880, **Version:** 1

**Item #:** BE5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

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

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG18-41 - Provision of Labor and Equipment for Asphalt Placement for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of labor and equipment for asphalt placement; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of labor and equipment for asphalt placement.

### **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:** 08/28/2018

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

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

Mail Bids

**Additional instructions/notes:** N/A

## **BID #WG18-41 SPECIFICATIONS QC/QA procedures for use on all Baldwin County Projects**

### Definitions

County Engineer: The engineer appointed by the Baldwin County Commission.

Supplier: The company that is supplying the bituminous concrete for the project.

Contractor: The crew that is responsible for laying and compacting mix on the roadway.

### ***1) QUALITY CONTROL.***

a) Supplier shall have on site a Level II Asphalt Technician anytime they are producing mix for Baldwin County.

#### **b) QC/QA TESTING**

i) Sampling shall be performed in accordance with the sampling plan as stated in this specification. Samples will be randomly selected and obtained by the Supplier or Baldwin County Highway Department and its affiliates. QC/QA samples shall be obtained at the project site but Baldwin County Highway Department reserves the right to sample outside the sampling plan. A large enough sample shall be obtained so that it can be split between the Supplier, Baldwin County Highway Department or its affiliates. Samples shall be tested for Air Voids, Liquid Asphalt Binder Content, Gradation, VMA, Effective AC Content, Dust/Asphalt Ratio, Stability, Flow, and Tensile Strength Ratio (TSR) as per table 3.

TABLE 3

Test Required	Test Method (Random Number)	Sampling Frequency * * (100% Pay)	Tolerances
Asphalt Content +++++	AASHTO T308 ALDOT 354	Supplier per 500 tons BCHD per Lot	+/- .34
Maximum Specific Gravity	AASHTO T209	Supplier per 500 tons BCHD per Lot	N/A

Mixture Gradation****	AASHTO T 308	Supplier per 500 tons	+/- 7.0 % for the #4 and above
		BCHD per Lot	+/- 4.0 %, #8 to #100
			+/- 2.00 % for the #200
Dust/Asphalt Ratio***	ALDOT 371	Supplier per 500 tons	0.90 to 1.80
		BCHD per Lot	
Air Void Content & VMA++	ALDOT 353, 307	Supplier per 500 tons	+/- 1.06%, 16.0 to 18.5
		BCHD per Lot	
Marshall Stability and Flow ++		Supplier per 500 tons	1600, 8-18
		BCHD per Lot	
Tensile Strength Ratio	ALDOT 361	Supplier & BCHD	Minimum .80
		First 1000 tons and	
		Every 10,000 ton thereafter	

Each individual Maximum Theoretical Specific Gravity (MTSG) shall be used to calculate Air Voids.

\*\* Baldwin County Highway Department reserves the right to change sampling frequency; or sample outside the sample plan if it deems necessary. At least one sample shall be obtained from every project with tonnage less than 500.

\*\*\* If the Dust/Asphalt is out on two consecutive tests, production shall cease until proper plant adjustments are made.

\*\*\*\* If the test results are out of specification tolerance on two consecutive tests for the same size sieve, production shall cease until proper plant adjustments are made.

\*\*\*\* Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to but not exceed 97% on the 3/8" sieve.

++ The sample shall be one set of three Marshall samples+++.

++++ Under AASHTO T 308, if an ignition furnace is used, mixture calibration shall be used.

## 2) ADJUSTMENT PERIOD (Test Strip).



- a) During start-up operations, an adjustment period (test strip) as described below shall be required when producing a new job mix formula. The purpose of the adjustment period will be to permit the Supplier to adjust his production process and for Supplier QC personnel and Baldwin County Highway Department QA personnel to calibrate and coordinate their testing procedures. The Supplier has the option of running a test strip or waiving the test strip, if the proposed job mix formula has been produced satisfactorily on previous Baldwin County Highway Department projects. The waiver of a test strip shall be in writing to the County Engineer prior to any production and placement of the previously produced job mix design. The Supplier assumes the risk of milling and relaying unacceptable mix with no additional compensation if the test strip is not utilized.
- b) A test strip of not more than 300 tons shall be produced. Production shall stop until the Supplier has completed one liquid asphalt binder content, one air void content, and gradation. The test results for AC and Air Voids shall meet the requirements in Table 5, 100% pay in the 1 Test column.
- c) For LOT Pay Factor purposes a LOT shall be defined as a single Baldwin County Highway Department project, multiple Baldwin County Highway Department projects (Completed in one day) or one day's production not to exceed a 1000 tons. For testing purposes, a lot shall be defined as 1000 tons (+/- 200 tons). QC/QA testing shall run independent to the Pay Factor LOT when tonnages on one or more Baldwin County Highway Department projects do not exceed 1000 tons. An ongoing tonnage total shall be maintained at each individual plant supplying mix to Baldwin County Highway Department and sampling shall be performed every 500 tons with a minimum of one test per project. When two tests have been completed, along with referee samples if necessary, Pay Factors shall be calculated and applied to tonnage produced on that day. The County Engineer will round a testing increment or a LOT, if necessary, to the nearest truckload of material.

### 3) ACCEPTANCE OR REJECTION.

- a) The recommendation of the County Engineer and decision of the Baldwin County Commission will be final as to the acceptance, rejection, or acceptance at an adjusted payment of each LOT. Upon completion of a LOT (2<sup>nd</sup> test and/or any referee test completed) pay factors shall be calculated and applied only to the mix produced in that day's production. Rejected LOTS could be removed at no cost to the Department and replaced at Baldwin County Highway Department unit price.
- b) The act of sampling shall be the responsibility of the Supplier utilizing the following sample plan. Suppliers shall use the random number method to determine sampling location in the testing increment. If any deviation from the sampling plan occurs Baldwin County Highway Department reserves the right to sample an Independent Verification Sample (IVS) (outside of the scope of the sampling plan) at any time. Any Supplier test sampled from outside the sampling could be rejected and replace with the results of the IVS and used for pay factor computation.

- c) The Supplier shall sample the mixture and split it into three equal samples large enough to run the test required in this specification: The Supplier's primary QC sample (PQCS), Baldwin County Highway Department primary QA sample (PQAS) and a Referee Sample (RS). The portions of mixture for the Baldwin County Highway Department and referee sample shall be bagged, labeled, and stored for testing (max 60 days) if required. Bagged samples shall have the following bag appropriate information accompanying the sample: Date Sampled, Ton Sampled, Truck Sampled, Random Number, Sequential Test Number (STN), Project/Road Name, Mix Type, Baldwin County Highway Department Primary Sample or Referee Sample, copy of the Scale Ticket, and a copy of Suppliers tests results. Baldwin County Highway Department testing increment shall consist of two primary QA samples, split with the primary QC samples, which will represent 1000 tons of mix. Both the QA sample and referee samples will be stored in a dry location by the Supplier for a period of no longer than 14 days and may be disposed of prior to the 14 days if comparison sample results, pay factors and referee issues have been resolved. Baldwin County Highway Department will randomly select one of the two samples stored for testing. Samples will be tested in an ALDOT certified independent lab and results will be compared to the Supplier results for comparison compliance.
- d) If the Supplier's primary QC sample and the Baldwin County Highway Department primary QA sample do not compare within the Acceptable Tolerances listed in Table 4 then the referee sample will be tested at the Suppliers Lab. The referee sample shall be tested jointly by the Supplier and Baldwin County Highway Department's representative and the results shall be used to calculate the pay factor for the lot. All results are final once the referee sample has been tested.
- e) For testing purposes, the PQCS shall be run in the Supplier's lab and Baldwin County Highway Department reserves the right to run the PQAS in an ALDOT approved independent lab or the Suppliers lab. During the adjustment period (Test Strip) the Baldwin County Highway Department will test its PQAS along with the Suppliers PQCS in the Suppliers lab. Also in the case where the results of the PQCS and the results of the PQAS do not compare the Referee Sample will be tested jointly in the Suppliers lab.

TABLE 4

COMPARISON OF BCHD AND SUPPLIER TESTING  
TEST ACCEPTABLE TOLERANCES

ASPHALT CONTENT	± 0.30 %
AIR VOIDS	± 0.50 %

ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS.

TABLE 5

ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS  
Arithmetic Average of the Absolute Values of Deviations of the LOT Acceptance Tests from Job Mix  
Formula Values

Asphalt Content\*

LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-0.62	0.63-0.68	0.69-0.75	0.76-0.88	Over 0.88
2 Tests -	0.00-0.44	0.45-0.48	0.49-0.53	0.54-0.62	Over 0.62

Voids in Total Mix (Lab. Compacted Samples) \*

LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-2.50	2.51-2.70	2.71-3.00	3.01-3.5	Over 3.5
2 Tests -	0.00-1.77	1.78-1.91	1.92-2.12	2.13-2.47	Over 2.47

\* If approved by the Baldwin County Commission as recommended by the County Engineer, the Supplier may accept the indicated LOT partial payment. The Baldwin County Commission and/or County Engineer may require removal and replacement. If the LOT pay factor is greater than 0.80, the Supplier has the option to remove at no cost to the Department and to replace at contract unit bid price rather than accepting the reduced LOT payment. The only time the 1 Test row will be used is in the test strip and at the end of the annual contract if the second sample cannot be obtained due to low tonnage.

The lowest Pay Factor of the two criteria shall be applied to the LOT (for pay purposes as defined above).

**BID #WG18-41 SPECIFICATIONS**  
**ALDOT BITUMINOUS PLANT MIX 424**

Bituminous Plant Mix shall be in accordance with applicable portions of Section 410, Section 804 and Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

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

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

**CONTRACT PERIOD**

**The bid award will be for 12 months beginning on date of award.**

**BID #WG18-41 SPECIFICATIONS**  
**BALDWIN COUNTY BITUMINOUS PLANT MIX 723**

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements noted in the following sections of these specifications. If the County Engineer determines there is insufficient Asphalt Cement coating on the aggregate or a lack of sufficient blending of RAP particles with the virgin aggregate because of the high percentage of RAP allowed in this specification and the inherent low temperatures used to produce WMA; the County Engineer may require a new Job Mix Formula (JMF) with a maximum of 20% RAP.

All ALDOT guidelines and policies shall apply to this mix except where noted below.

The ALDOT Standard Specification for Highway Construction shall apply except where noted below

**BC 723 Materials**

**1) RECYCLED ASPHALT PLANT MIX (RAP) AND RECLAIMED ASPHALT SHINGLES (RAS).**

**a) ALLOWABLE USAGE OF RAP AND RAS**

- i) The Supplier shall have the option to use RAP and RAS (Reclaimed Asphalt Shingles) in accordance with the requirements given. The total amount of RAP and RAS shall not exceed 35%.
- ii) The Supplier shall have the option to use any ratio of RAP (Recycled Asphalt Pavement) to virgin material from 0% to 35%.
- iii) RAS shall be limited to 5 % of the total aggregate content when the RAS is consumer waste (from roofing materials) and shall be limited to 5 % of the total aggregate content when the RAS is manufacturing waste.

**2) BLEND OF AGGREGATES.**

**a) GRADATIONS FOR BLEND OF AGGREGATES**

- i) The coarse and fine aggregates, mineral filler, and recycled material shall be combined in a total blend that will produce an acceptable job mix within the gradation limits determined by the maximum and minimum control points shown in the following table.

**TABLE 1**

**Job Mix Formula (JMF) Parameters**

Sieve Size	% Passing By Weight
1/2" {12.5 mm}	100% *
3/8" {9.5 mm}	90% - 97% **
No. 4 {4.75 mm}	61% - 84%
No. 8 {2.36 mm}	41% - 64%
No. 16 {1.18 mm}	32% - 45%
No. 30 {600 $\mu$ m}	21% - 39%
No. 50 {300 $\mu$ m}	10% - 28%
No. 100 {150 $\mu$ m}	6% - 20%
No. 200 {75 $\mu$ m}	4% - 12%

**Notes:**

Mix shall be 100% passing the 1/2" sieve, No Exception,

\*\* Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to 97%

**3) MIX PROPERTIES**

**a) AIR VOIDS (Va)**

- i) The design air voids for this mix shall be 5.00%.

**b) VOIDS IN MINERAL AGGREGATE (VMA)**

- i) The job mix shall be designed to produce a minimum VMA of 16.0 and a maximum of 18.5.

**c) LIQUID ASPHALT BINDER CONTENT (Pb)**

- i) The job mix shall be designed at a minimum Liquid Asphalt Binder Content (Pb) of 5.80% and a maximum Liquid Asphalt Binder Content (Pb) of 7.50%. (Baldwin County has the right to lower the grade of virgin asphalt binder content if needed)

**d) DUST PROPORTION**

- i) The ratio of the percent by weight {mass} of aggregate passing the No. 200 sieve to the effective asphalt content expressed as percent by weight {mass} of the total mix shall be between 0.9 and 1.80 for this mix. These ratio limits apply to both the design and production phases. Effective asphalt content is that asphalt cement not absorbed into the aggregate pore structure and is determined according to Section 4.09 of the Asphalt Institute's, MS-2, *Mix Design Methods for Asphalt Concrete*.

e) **RESISTANCE TO MOISTURE INDUCED DAMAGE**

- i) All mixes shall be designed and produced to have a tensile strength ratio (TSR) of at least 0.80 when compacted according to ALDOT-307 at seven percent air voids and tested in accordance with AASHTO T 283 as modified by ALDOT-361. If either TSR fails in production (Suppliers or Baldwin County Highway Department representatives) another TSR will be run out of the referee sample, jointly by the Supplier and Baldwin County Highway Department representatives in the Suppliers lab. If that TSR fails the Baldwin County Commission and/or County Engineer shall determine whether the Supplier shall remove the tonnage in the lot at no cost to Baldwin County Highway Department or leave it in place at a pay reduction.

4) **DESIGN PROCEDURES**

- a) The 50 Blow Marshall Mix Design Method shall be used for this mix. The minimum Marshall Stability shall be 1600 and the flow values shall be 8 to 18.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

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

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

**CONTRACT PERIOD**

**The bid award will be for 12 months beginning on date of award.**

**Bid WG18-41 shall be used in conjunction with bid WG18-40. Awarded bidder(s) of each bid shall work together to accomplish scope of work as directed by Baldwin County.**

#### OPTION 1

For OPTION 1, the contractor shall begin work within 14 calendar days of issuance of Notice to Proceed, unless otherwise directed in writing by the County. If the contractor does not or cannot start work within 14 calendar days, the County reserves the option, at their sole discretion, to use the Secondary Vendor to perform the work, by doing so the County will not violate Bid Specifications. This in no way relieves the bidder from performing work as needed for the County.

All costs and expenses related to the contractor's failure to begin work on time, including without limitation mobilization costs, shall be borne solely by the contractor and the County shall not be responsible or liable for any such costs or expenses.

#### OPTION 2

For OPTION 2, the contractor shall begin work within 7 calendar days of issuance of Notice to Proceed, unless otherwise directed in writing by the County. If the contractor does not or cannot start work within 7 calendar days, the County reserves the option, at their sole discretion, to use the Secondary Vendor to perform the work, by doing so the County will not violate Bid Specifications. This in no way relieves the bidder from performing work as needed for the County.

All costs and expenses related to the contractor's failure to begin work on time, including without limitation mobilization costs, shall be borne solely by the contractor and the County shall not be responsible or liable for any such costs or expenses.



**BID #WG18-41 RESPONSE FORM**

Provision for Labor and Equipment of Asphalt Placement  
Page 1 of 11

Date: \_\_\_\_\_

Out of State        Yes or        No If yes, Registration Number \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Company Rep: \_\_\_\_\_

(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself        Yes or   X   No

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

\_\_\_\_\_  
Financing Agency Authorized Signature

## PAVING BID (OPTION 1)

1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

### BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

### 424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

### 424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer,  
3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4"  
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1"  
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

## PAVING BID (OPTION 1)

2. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (ditch section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway (including clipping), spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

### BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

### 424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

### 424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton

501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer,  
3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4"  
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1"  
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton

151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### PAVING BID (OPTION 1)

3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

#### BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### 424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### 424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton

151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer,  
3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4"  
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1"  
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
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51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

#### BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### 424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### 424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
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51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### PAVING BID (OPTION 1)

5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

#### BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### 424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### 424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer,  
3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4"  
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1"  
Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

PAVING BID (OPTION 2)

1. Price per ton to place hot plant mix on a prepared roadway base (dirt or gravel) surface. Price to include all labor and equipment (including traffic control) required to clean roadway, spread, and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface  
Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton

501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### PAVING BID (OPTION 2)

2. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (ditch section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway (including clipping), spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface  
Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer,  
1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B 637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

PAVING BID (OPTION 2)

3. Price per ton, including tack coat, to place hot plant mix on an existing paved roadway surface (Curb Section). Price to include all labor and equipment (including traffic control) required to clean and prepare roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton



424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton

1001 tons & above    \$ \_\_\_\_\_ Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer,  
1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton
501-1000 tons	\$ _____	Per Ton
1001 tons & above	\$ _____	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton
501-1000 tons	\$ _____	Per Ton
1001 tons & above	\$ _____	Per Ton

PAVING BID (OPTION 2)

4. Price per ton to widen an existing paved roadway at the width and rate requested by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to notch out edge of pavement, clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$ _____	Per Ton
51-150 tons	\$ _____	Per Ton
151-500 tons	\$ _____	Per Ton

501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton

151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer,  
1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

#### PAVING BID (OPTION 2)

5. Price per ton, including tack coat, to perform spot leveling on an existing paved roadway surface at rate specified by the Baldwin County Highway Department. Price to include all labor and equipment (including traffic control) required to clean roadway, spread and compact the asphalt material in place in compliance with the applicable section of the ALDOT specifications, and specifications regarding testing contained herein.

BC-723 Baldwin County Bituminous plant mix

0-50 tons	\$	Per Ton
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51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-340 Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424A-341 Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-636 Superpave Bituminous Concrete Upper Binder Layer,  
1" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton

424B-637 Superpave Bituminous Concrete Upper Binder Layer, 1  
1/2" Maximum Aggregate Size Mix, ESAL Range A/B

0-50 tons	\$	Per Ton
51-150 tons	\$	Per Ton
151-500 tons	\$	Per Ton
501-1000 tons	\$	Per Ton
1001 tons & above	\$	Per Ton



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0881, **Version:** 1

**Item #:** BE6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Renovations of the Court Reporter's Office for Courtroom #1 Area in the Baldwin County Courthouse

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the quote from **G. M. Stuart, Inc.**, in the amount of **\$14,000.00** for the renovations of the Court Reporters Office for Courtroom #1 Area in the Baldwin County Courthouse; and
- 2) Authorize the Purchasing Director to issue a Purchase Order for the work. Funding source will be Building Maintenance (51995.5231)

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Presiding Judge, Scott Taylor has requested that a wall be removed to enlarge an area in his office suites on the first floor of the Bay Minette Courthouse to give his court reporter a larger area to work. The scope of work consists of moving a wall between two small rooms to create a large office for his Court Reporter. A quote was received from G. M. Stuart, Inc., in the amount of \$14,000.00 for the renovations. Recommend the Commission approve the quote from G. M. Stuart, Inc., and authorize the Purchasing Director to issue a purchase order for the work.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$14,000.00

**Budget line item(s) to be used:** 51995.5231

**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:** 09/04/2018

**Individual(s) responsible for follow up:** 51995.5231

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

Issue Purchase Order

**Additional instructions/notes:** N/A



# G.M. STUART, INC.

GENERAL CONTRACTORS



41151 HIGHWAY 59  
BAY MINETTE, AL 36507  
PHONE (251) 937-6727  
FAX (251) 937-0590

August 10, 2018

Mrs. Wanda Gautney/  
Baldwin County Commission  
312 Courthouse Square  
Bay Minette, Al. 36507

Re: Renovations in the Baldwin County Courthouse, Bay Minette

Dear Mrs. Gautney;

Based on our meeting with Judge Taylor concerning alterations in his outer office, we submit the following proposal. The scope of work includes the removal of a wall between two small rooms to create one large office. The work consists of demolition, framing, drywall, painting, flooring, electrical and acoustical ceilings. The total cost for this work is \$14,000.

If you have any questions please call.

Sincerely,

G.M. Stuart, Inc.

G.M. Stuart



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0894, **Version:** 1

**Item #:** BE7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Ronald J. Cink, County Administrator/Budget Director

**Submitted by:** Christie Davis, Senior Budget Accountant

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### **ITEM TITLE**

Appropriation Agreement Aligned to the Baldwin County Fiscal Year 2017-2018 County Budget - Cindy Haber Center, Inc.

### **STAFF RECOMMENDATION**

As related to, and as authorized by, the Baldwin County Fiscal Year 2017-2018 Budget (Resolution #2017-129; Resolution #2017-130), execute the agreement with Cindy Haber Center, Inc. (formerly known as the MR/DD Board, Inc.) to appropriate county public funds for activities benefiting a myriad of public purposes as set forth within the Agreement. The term, respectively, of the Agreement shall commence October 1, 2017, and expire September 30, 2018 and may be terminated per the parameters as set forth therein, respectively.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 09/19/2017

#### **Background:**

As contained within the Baldwin County Fiscal Year 2017-2018 Budget, there are numerous appropriations approved to be issued to several entities to serve public purposes. All but the appropriation for Cindy Haber Center, Inc. were approved September 19, 2017. The Cindy Haber Center, Inc. agreement is a tri-party agreement, and staff respectfully requests that the agreement be approved and executed.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$30,000.00

**Budget line item(s) to be used:** 51990.5346

**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 County Administrator and County Attorney in August of 2017

**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 will handle correspondence.

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

Administration send correspondence to:

Cindy Haber Center, Inc.  
Attn: Peggy Vanover Barnes  
PO Box 853  
Robertsdale, Alabama 36567

State of Alabama Department of Mental Health  
Attn: Commissioner Lynn Beshear  
100 North Union Street  
PO Box 301410  
Montgomery, Alabama 36130-1410

**Additional instructions/notes:** N/A

STATE OF ALABAMA        )

COUNTY OF BALDWIN     )

**AGREEMENT**

WHEREAS, the CINDY HABER CENTER, INC., formerly known as the MR/DD BOARD, INC., (hereinafter referred to as “CINDY HABER CENTER”) is a public corporation organized pursuant to Section 22-51-1 through Section 22-51-14 of the Code of Alabama (1975) and by Articles of Incorporation in Miscellaneous Book 78, p. 1204-1213 as filed in the Office of Judge of Probate of Baldwin County, Alabama, and by Articles of Amendment to Articles of Incorporation in Miscellaneous Book 101, p. 1825-1839 as filed in the Office of Judge of Probate of Baldwin County, Alabama, as amended by an Article of Amendment to said aforesaid instrument at Instrument Number 796792 as filed in the Office of Judge of Probate of Baldwin County, Alabama, and as amended by 2009 Restated Articles of Incorporation as filed in the Office of Judge of Probate of Baldwin County, Alabama, at Instrument Numbers 1268630, 1268629, 1268631, 1268632, and 1268633, as amended by an Article of Amendment to said aforesaid instrument at Instrument Number 1690309 as filed in the Office of Judge of Probate of Baldwin County, Alabama; and

WHEREAS, the ALABAMA DEPARTMENT OF MENTAL HEALTH (hereinafter referred to as “ALABAMA MH”) is a department of state government of the State of Alabama organized pursuant to Article 1, 2, 3, 4 and 5 of Title 22, Subtitle 2, Chapter 50 of the Code of Alabama (1975); and

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

WHEREAS, the COMMISSION recognizes the public purposes which are accomplished by the CINDY HABER CENTER in their comprehensive service area including Baldwin County, Alabama, Clarke County, Alabama, and Washington County, Alabama, of benefit to citizens afflicted with the malady of mental retardation and / or developmental disabilities, said provision of services benefiting the health and welfare of the affected general public; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through its Baldwin County Fiscal Year 2017-2018 Budget, approved a one-time funding appropriation of Thirty Thousand Dollars (\$30,000.00) to aid the CINDY HABER CENTER with transportation costs for its clients in Baldwin County, Alabama, in order to allow them to have an ability to access CINDY HABER CENTER programs, said programs including, but not limited, to those enumerated at Section 22-51-1 (8) d. of the Code of Alabama (1975); and

WHEREAS, with respect to Section 22-51-14 of the Code of Alabama (1975), in order for the COMMISSION to make said aforementioned one-time funding appropriation, the COMMISSION, CINDY HABER CENTER and ALABAMA MH must, and do hereby, all agree

and assent to said funding assistance from the COMMISSION to the CINDY HABER CENTER;  
and

WHEREAS, further, the COMMISSION makes such one-time funding appropriation to the CINDY HABER CENTER respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
2. The CINDY HABER CENTER shall continue to accomplish its purposes as set forth at Section 22-51-1 through Section 22-51-14 of the Code of Alabama (1975) which benefit citizens afflicted with the malady of mental retardation and / or developmental disabilities, said provision of services benefiting the health and welfare of the affected general public.
3. All CINDY HABER CENTER facilities, services and activities shall be made available to the affected and applicable general public in accordance with federal, state and / or local law.
4. The CINDY HABER CENTER shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the affected and applicable general public in accordance with federal, state and / or local law regardless of race, age, sex, disability or religion.
5. The COMMISSION shall provide a one-time funding appropriation of Thirty Thousand Dollars (\$30,000.00) to the CINDY HABER CENTER to aid said CINDY HABER CENTER with transportation costs for its clients in Baldwin County, Alabama, in order to allow them to have an ability to access CINDY HABER CENTER programs, said programs including, but not limited, to those enumerated at Section 22-51-1 (8) d. of the Code of Alabama (1975).
6. ALABAMA MH expressly approves of the COMMISSION making to the CINDY HABER CENTER the one-time funding appropriation provided at Section 5 of this Agreement.
7. To the fullest extent allowed by law, the CINDY HABER CENTER expressly agrees not to use any of the one-time funding appropriation provided at Section 5 of this Agreement in a manner inconsistent with this Agreement and, furthermore,

agrees not to use any of the one-time funding appropriation provided at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement as provided by the COMMISSION be utilized by the CINDY HABER CENTER and only toward the purpose enumerated at Section 5 of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in ALABAMA MH and / or the CINDY HABER CENTER on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that ALABAMA MH and / or the CINDY HABER CENTER is (are) agent(s) of the COMMISSION.
9. The CINDY HABER CENTER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this section 9 referred to collectively as "Commission") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the CINDY HABER CENTER or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 9 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.
10. The CINDY HABER CENTER shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."
11. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
12. The CINDY HABER CENTER agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:
  - a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.

- b. File with the COMMISSION no later than June 1, 2018, a written report of its activities for the preceding period which commenced on October 1, 2017, to ensure the proper expenditure of the subject funding appropriation.
- 13. This Agreement, provided in the form as one (1) original instrument for the records of the CINDY HABER CENTER and one (1) original instrument for the records of ALABAMA MH and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the CINDY HABER CENTER and ALABAMA MH and the COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
- 14. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2017, and expiring September 30, 2018, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the CINDY HABER CENTER and ALABAMA MH and the COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the CINDY HABER CENTER and ALABAMA MH.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

**BALDWIN COUNTY COMMISSION**

\_\_\_\_\_  
FRANK BURT, JR.

As Its: Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
RONALD J. CINK

County Administrator/Budget Director

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, and RONALD J. CINK, as County Administrator/Budget Director of the Baldwin County Commission, 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, as such Chairman and County Administrator/Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA  
My Commission expires: \_\_\_\_\_



**CINDY HABER CENTER, INC.**  
**Post Office Box 853**  
**Robertsdale, Alabama 36567**

\_\_\_\_\_  
PEGGY VANOVER BARNES  
As Its: President, Board of Directors  
Date: \_\_\_\_\_

STATE OF ALABAMA                    )  
COUNTY OF BALDWIN                )

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that PEGGY VANOVER BARNES, as President of the Board of Directors of the Cindy Haber Center, Inc., 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, she, as such President of the Board of Directors of the Cindy Haber Center, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Cindy Haber Center, Inc.

GIVEN under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA  
My Commission expires: \_\_\_\_\_

**STATE OF ALABAMA DEPARTMENT OF MENTAL HEALTH**  
**100 North Union Street**  
**Post Office Box 301410**  
**Montgomery, Alabama 36130-1410**

\_\_\_\_\_  
LYNN BESHEAR

As Its: Commissioner

Date: \_\_\_\_\_

STATE OF ALABAMA                    )  
COUNTY OF MONTGOMERY        )

I, the undersigned authority, a Notary Public, in and for Montgomery County, Alabama, and the State of Alabama, hereby certify that LYNN BESHEAR, as Commissioner of the State of Alabama Department of Mental Health, 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 Commissioner of the State of Alabama Department of Mental Health, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said State of Alabama Department of Mental Health.

GIVEN under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC, MONTGOMERY COUNTY, ALABAMA

My Commission expires: \_\_\_\_\_



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0893, **Version:** 1

**Item #:** BN1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Lisa Sangster, Chief Administrative Assistant

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### **ITEM TITLE**

Revision of Baldwin County Commission Policy #9.11 - License Agreement Between Baldwin County and Citizens/Corporations for Work on County Right-of-Ways

### **STAFF RECOMMENDATION**

Adopt the revised Baldwin County Commission Policy #9.11 - License Agreement Between Baldwin County and Citizens/Corporations for Work on County Right-of-Ways and incorporate the same into the Policy and Procedures Book.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** April 1, 2014

**Background:** Baldwin County Commission Policy #9.11 - License Agreement Between Baldwin County and Citizens/Corporations for Work on County Right-of-Ways - Item 5 has been changed to the following to allow additional time for adjacent property owners to receive notification of pending action by the Baldwin County Commission:

5. For all county right-of-way maintained by the county, the County Engineer will review and approve/deny the License agreement. For all county right-of-way not maintained by the County, the County Engineer or his/her designee will prepare a Commission Agenda Item and submit for workshop. Once reviewed in workshop, and if all information is provided, the Commission Agenda Item will be placed on the Commission Meeting Agenda for approval/denial. For cases that involve clearing unopened right-of-way or upon direction of County Engineer, Staff will send notices to adjacent property owners by certified mail a minimum of 14 days prior to the **Commission Meeting Work Session** informing them of the requested agreement.

### **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 update Policy and Procedures Book

**Additional instructions/notes:** N/A



## BALDWIN COUNTY COMMISSION

POLICY #9.11	
<b>Subject</b>	License Agreement Between Baldwin County and Citizens/Corporations for Work on County Right-of-Ways
<b>Date Adopted</b>	<a href="#">TBD</a>
<b>Agenda Item</b>	<a href="#">TBD</a>
<b>Obsolete Versions</b>	<a href="#">April 1, 2014 – BG1</a> February 19, 2008 Page 26

### **POLICY STATEMENT**

This policy provides the procedure and guidelines for the submittal and processing of a license agreement between Baldwin County and an individual or corporation so they may perform work on a county right-of-way. The County Engineer will approve/deny all license agreements for work located on county right-of-way maintained by the county. License agreements for work on county right-of-way not maintained by the county must have the approval of the County Commission.

### **PROCEDURAL REQUIREMENT**

In order to carry out this policy, the following steps must be taken:

1. An individual needing to perform work on a county right-of-way should first contact the Baldwin County Highway Department to discuss the proposed work before making a submittal.
2. The County Engineer or his/her designee will determine what supplemental information must be submitted by the applicant along with the request for a license.
3. The applicant must complete the License Agreement form and submit to the Baldwin County Highway Department for consideration along with a certificate of insurance as noted in Item 14 of the "License Agreement – Standard Format". The License Agreement

should be signed by the applicant and notarized.

4. The County Engineer or his/her designee will make a file and review all information submitted.
5. For all county right-of-way maintained by the county, the County Engineer will review and approve/deny the License agreement. For all county right-of-way not maintained by the County, the County Engineer or his/her designee will prepare a Commission Agenda Item and submit for workshop. Once reviewed in workshop, and if all information is provided, the Commission Agenda Item will be placed on the Commission Meeting Agenda for approval/denial. For cases that involve clearing unopened right-of-way or upon direction of County Engineer, Staff will send notices to adjacent property owners by certified mail a minimum of 14 days prior to the ~~Commission Meeting~~ [Work Session](#) informing them of the requested agreement.
6. If approved by the County Engineer and/or County Commission, the County Engineer or his/her designee will send the approved License Agreement with all exhibits to the applicant along with a cover letter stating that the License Agreement was approved by the County Engineer and/or County Commission.
7. The original License Agreement will be signed by the County Engineer or Commission Chairman and the County Administrator.
8. The County Engineer and/or County Commission may reduce, waive or increase the insurance requirements as noted in Item 14 of the “License Agreement – Standard Format”.
9. Typically, the License Agreement shall be valid for not more than a six (6) month period. However, the County Engineer and/or County Commission may approve longer periods as recommended by the County Engineer or his/her designee.

#### **FORMS/ATTACHMENTS/EXHIBITS**

1. License Agreement – Standard Format – County Engineer Approval
2. License Agreement – Standard Format – County Commission Approval

**LICENSE AGREEMENT**

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama, ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507 and \_\_\_\_\_ ("Licensee"), with an address at \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, Licensor is the owner of the real property described as \_\_\_\_\_ and more particularly as shown on Exhibit A - \_\_\_\_\_ attached hereto and included as if fully set forth herein (the "Property").

WHEREAS, Licensee desires to obtain access to the Property for the purposes of: \_\_\_\_\_, and Licensor is willing to provide such access pursuant to this Agreement.

WHEREAS, pursuant hereto, Licensee agrees to defend, indemnify and hold the Licensor and Licensor's Representatives harmless from any and all claims or demands for injuries or damage to persons or property and further agrees to assure the Licensor that neither he or she, nor any persons using said public access in conjunction with this License, would claim any personal rights in the subject property or any rights of adverse possession.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor, the parties agree as follows:

1. Recitals. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.
2. Grant of License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, \_\_\_\_\_, a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to \_\_\_\_\_. Any other use of the Property requires the prior written consent of Licensor in each instance. This License is granted to Licensee and is limited and specifically restricted to Licensee and its employees ("Licensee Representatives"). Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.
3. Property. The real property subject hereto is limited to and sufficiently described as: \_\_\_\_\_. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.
4. Term of License (Installation and Maintenance). The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement and, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on \_\_\_\_\_ according to the terms of this Agreement, or until modified by agreement with the County.
5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any injury, loss or damage on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons or damage to the property, whether real or personal, of Licensee or any Licensee Representatives by reason of the condition of the Property or otherwise.
6. Compliance. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities at the Property, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use said right-of-way in any fashion which will in any way damage or restrict the same for future use by the public in general.

for a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever.

7. Public Property. Licensee acknowledges and consents that said property/right of way is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the property. Licensee makes no claim of private ownership or other possessory interest in the property subject hereto, and any rights of the Licensee in the property will be limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all right to claims that such work or improvements are private in nature.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representative, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative. The Licensee shall also assume the responsibility for any claims for damage done to property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives (or resulting from work under this Agreement); and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee performs at the Property shall be at Licensee's sole cost and expense.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term 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 where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor 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 Licensor and Licensor Representatives.



Should Licensee 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, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the license and permission herein granted to Licensee. Termination of the license and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate and Licensee shall have no further right, permission or authority to utilize the Property. The indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. The Licensee shall incur and absorb all financial responsibility that arises to complete the said described project and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage/maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Right-of-Way caused by periodic maintenance to the property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensors below.

**LICENSEE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
/Date

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**LICENSOR:**

BALDWIN COUNTY, ALABAMA

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
/Date  
County Administrator

\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
/Date  
Chairman

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, as Chairman of the Baldwin County Commission, and \_\_\_\_\_, as County Administrator of the Baldwin County Commission, and whose names are signed to the foregoing instrument, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**LICENSE AGREEMENT**

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama, ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507 and \_\_\_\_\_ ("Licensee"), with an address at \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, Licensor is the owner of the real property described as \_\_\_\_\_ and more particularly as shown on Exhibit A - \_\_\_\_\_ attached hereto and included as if fully set forth herein (the "Property").

WHEREAS, Licensee desires to obtain access to the Property for the purposes of: \_\_\_\_\_, and Licensor is willing to provide such access pursuant to this Agreement.

WHEREAS, pursuant hereto, Licensee agrees to defend, indemnify and hold the Licensor and Licensor's Representatives harmless from any and all claims or demands for injuries or damage to persons or property and further agrees to assure the Licensor that neither he or she, nor any persons using said public access in conjunction with this License, would claim any personal rights in the subject property or any rights of adverse possession.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor, the parties agree as follows:

1. Recitals. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.
2. Grant of License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, \_\_\_\_\_, a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to \_\_\_\_\_. Any other use of the Property requires the prior written consent of Licensor in each instance. This License is granted to Licensee and is limited and specifically restricted to Licensee and its employees ("Licensee Representatives"). Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.
3. Property. The real property subject hereto is limited to and sufficiently described as: \_\_\_\_\_. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.
4. Term of License (Installation and Maintenance). The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement and, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on \_\_\_\_\_ according to the terms of this Agreement, or until modified by agreement with the County.
5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any injury, loss or damage on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons or damage to the property, whether real or personal, of Licensee or any Licensee Representatives by reason of the condition of the Property or otherwise.
6. Compliance. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities at the Property, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use said right-of-way in any fashion which will in any way damage or restrict the same for future use by the public in general.

for a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever.

7. Public Property. Licensee acknowledges and consents that said property/right of way is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the property. Licensee makes no claim of private ownership or other possessory interest in the property subject hereto, and any rights of the Licensee in the property will be limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all right to claims that such work or improvements are private in nature.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representative, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative. The Licensee shall also assume the responsibility for any claims for damage done to property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives (or resulting from work under this Agreement); and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee performs at the Property shall be at Licensee's sole cost and expense.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term 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 where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor 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 Licensor and Licensor Representatives.

Should Licensee 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, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the license and permission herein granted to Licensee. Termination of the license and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate and Licensee shall have no further right, permission or authority to utilize the Property. The indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. The Licensee shall incur and absorb all financial responsibility that arises to complete the said described project and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage/maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Right-of-Way caused by periodic maintenance to the property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensors below.

**LICENSEE:**

\_\_\_\_\_  
BY: \_\_\_\_\_ /  
\_\_\_\_\_  
/Date

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LICENSOR:**

BALDWIN COUNTY, ALABAMA

\_\_\_\_\_  
Joey Nunnally, P.E. /  
County Engineer /Date

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Joey Nunnally, P.E. as Baldwin County Engineer, and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0883, **Version:** 1

**Item #:** BP1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Teddy Faust, Revenue Commissioner

Andrea Roberson, Personnel Director

**Submitted by:** Deidra Hanak, Assistant Personnel Director

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### ITEM TITLE

Revenue Commission (Re-Appraisal) - Personnel Changes

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Maggie Gill from the Real Property Appraiser Trainee position (PID #5333) grade I-04 (\$17.260 per hour / \$35,900.80 annually) to fill the open Real Property Appraiser I position (PID #5374) at a grade J-03 (\$18.489 per hour / \$38,457.12 annually); and
- 2) Approve the promotion of Sean Cheshire from the Real Property Appraiser Trainee position (PID #5332) grade I-04 (\$17.260 per hour / \$35,900.80 annually) to fill the open Real Property Appraiser I position (PID #4099) at a grade J-03 (\$18.489 per hour / \$38,457.12 annually); and
- 3) Approve the employment of Chip Gillikin to fill the open Real Property Appraiser Trainee position (PID #5300) at a grade I-EL (\$15.629 per hour / \$32,508.32 annually); and
- 4) Approve the employment of Aaron Thomley to fill the open Real Property Appraiser Trainee position (PID #5407) at a grade I-EL (\$15.629 per hour / \$32,508.32 annually); and
- 5) Approve the employment of Jason Hester to fill the open Real Property Appraiser Trainee position (PID #5333) at a grade I-EL (\$15.629 per hour / \$32,508.32 annually).

These actions will be effective no sooner than September 17, 2018.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The Real Property Appraiser I positions were vacated in 2018 due to promotions of the previous employees. The Revenue Commissioner respectfully requests the above

recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** 51810.5113

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

N/A

### **LEGAL IMPACT**

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

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

N/A

**Additional instructions/notes:** N/A





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0882, **Version:** 1

**Item #:** BP2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director  
Andrea Roberson, Personnel Director

**Submitted by:** Deidra Hanak, Assistant Personnel Director

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### **ITEM TITLE**

Solid Waste Department - Employment of Three (3) Solid Waste Technicians

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the employment of Dominic Disanto to fill the Solid Waste Technician position (PID #5241) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually) in the Solid Waste Collections Department (54800); and
- 2) Approve the employment of James Davis to fill the Solid Waste Technician position (PID #5236) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually) in the Solid Waste Magnolia Landfill (54300); and
- 3) Approve the employment of Demetrius Walker to fill the Solid Waste Technician position (PID #5232) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually) in the Solid Waste Magnolia Landfill (54300).

These actions will be effective no sooner than September 10, 2018.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Solid Waste Technician positions were vacated in July/August 2018, due to the resignation/termination of the previous employees. The Development and Environmental Director respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** 54800.511; 54300.5113

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

N/A

### **LEGAL IMPACT**

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

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

N/A

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0731, **Version:** 1

**Item #:** CA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Felisha Anderson, Archives Director

**Submitted by:** Felisha Anderson, Archives Director

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### **ITEM TITLE**

Proclamation - Baldwin County Fair Week - September 18-22, 2018

### **STAFF RECOMMENDATION**

Adopt a proclamation which proclaims September 18-22, 2018, as "Baldwin County Fair Week" in Baldwin County, Alabama, and encourages all to attend and enjoy the Baldwin County Fair.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Baldwin County Fair will commence on Tuesday, September 18, 2018, and conclude on Saturday, September 22, 2018 at the Baldwin County Fairgrounds, the location of the Baldwin County Coliseum at 19477 Fairgrounds Road in Robertsedale, Alabama. The Baldwin County Commission would like to proclaim September 18-22, 2018, as "Baldwin County Fair Week," in Baldwin County, Alabama, and encourage all to attend and enjoy the Baldwin County Fair.

### **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

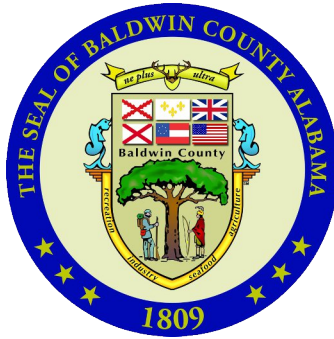
**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration - Have Proclamation signed by Chairman/County Administrator prior to meeting

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

**Additional instructions/notes:** N/A



**BALDWIN COUNTY COMMISSION  
BALDWIN COUNTY, ALABAMA**

**PROCLAMATION**

**PROCLAIMING SEPTEMBER 18-22, 2018, AS “BALDWIN COUNTY FAIR WEEK” IN BALDWIN COUNTY, ALABAMA.**

WHEREAS, September 18-22, 2018, remains an important time in Baldwin County, a time set aside for all to enjoy the Baldwin County Fair; and

WHEREAS, a County Fair, in any part of America, invokes memories of youthful joy whereby carnival rides, agricultural displays and games were to be enjoyed by all; and

WHEREAS, in Baldwin County, the Baldwin County Fair will commence on Tuesday, September 18, 2018, and conclude on Saturday, September 22, 2018, at the Baldwin County Fairgrounds, the location of the Baldwin County Coliseum at 19477 Fairground Road in Robertsedale, Alabama; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby set aside September 18-22, 2018, as “Baldwin County Fair Week,” in Baldwin County, Alabama, and encourage all to attend and enjoy the Baldwin County Fair.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 4<sup>th</sup> day of September, 2018.

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Commissioner Frank Burt Jr., Chairman

ATTEST:

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Ronald J. Cink, County Administrator



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0887, **Version:** 1

**Item #:** DQ1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Celena Boykin, Planner

**Submitted by:** Celena Boykin, Planner

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### **ITEM TITLE**

Case No. Z-18038 - Godbold Property Rezoning

### **STAFF RECOMMENDATION**

Adopt Resolution #2018-106, which approves Case No. Z-18038, Godbold Property, as it pertains to the rezoning of 29.78 acres, more or less, as located in Planning (Zoning) District 21, from RA, Rural Agriculture District, to RSF-3, Residential Single Family District.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The subject property is currently zoned RA, Rural Agriculture District. It consists of approximately 29.78 acres and is currently undeveloped. The designation of RSF-3, Single Family District, has been requested in order to continue the remaining phases of Hawthorn subdivision.

### **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, all editions of the Gulf Coast Newspapers in general circulation within Baldwin County.

The regular legal publication for the Baldwin County Planning & Zoning Commission Public Hearing ran on July 18, 2018. In addition, and as required, the regular legal publication for the Baldwin County Commission Public Hearing for Case No. Z-18038 is currently running as well as the required display, one quarter page advertisement. Regular legal run dates are August 8, 2018, August 15, 2018, and August 22, 2018. Display, one-quarter page run date is August 15, 2018. Proof of publication for both the Baldwin County Planning and Zoning Commission and the Baldwin County Commission public hearings are attached.

**If the proof of publication affidavit is not attached, list the reason:** Forthcoming from staff.

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Commission Administration and Planning and Zoning Department.

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

Commission Administration

Send Notice of Action to the following:

Josh Godbold  
12423 CR 87  
Elberta, Alabama 36530

David Shumer  
3213 Midtown Park S.  
Mobile, Alabama 36606

Planning and Zoning Department  
Amend Zoning Map

**Additional instructions/notes:** N/A



# Baldwin County Planning & Zoning Department

## Baldwin County Planning Commission Staff Report

### Agenda Item 8.f

Case No. Z-18038

Godbold Property

Rezone RA, Rural Agriculture District to RSF-3, Single Family District

August 2, 2018

## Subject Property Information

**Planning District:** 21  
**General Location:** South of CR 12S and East of Sherman Rd.  
**Physical Address:** N/A  
**Parcel Number:** 05-60-05-15-0-000-003.000, 162, 159  
**Existing Zoning:** RA, Rural Agriculture District  
**Proposed Zoning:** RSF-3, Single Family District  
**Existing Land Use:** Undeveloped  
**Proposed Land Use:** Continue the remaining phases of Hawthorn Subdivision  
**Acreage:** 29.78 acres, more or less  
**Applicant:** David Shumer  
3213 Midtown Park S.  
Mobile, AL 36606  
**Owner:** Josh Godbold  
12423 CR 87  
Elberta, AL 36530  
**Lead Staff:** Celena Boykin, Planner  
**Attachments:** *Within Report*

	Adjacent Land Use	Adjacent Zoning
North	Agricultural	RA, Rural Agricultural & RSF-2, Residential Single Family
South	Agricultural	RA, Rural Agricultural
East	Residential	RA, Rural Agricultural & RSF-2, Residential Single Family
West	Residential	RA, Rural Agricultural & RSF-2, Residential Single Family

## Summary

The subject property is currently zoned RA, Rural Agriculture District. It consists of approximately 29.78 acres and is currently undeveloped. The designation of RSF-3, Single Family District, has been requested in order to continue the remaining phases of Hawthorn subdivision.



## Section 3.2 RA Rural Agricultural District

3.2.1 *Generally.* This zoning district provides for large, open, unsubdivided land that is vacant or is being used for agricultural, forest or other rural purposes.

3.2.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Outdoor recreation uses.
- (d) The following general commercial uses: animal clinic and/or kennel; farm implement sales; farmers market/truck crops; nursery; landscape sales; country club.
- (e) The following local commercial uses: fruit and produce store.
- (f) The following institutional uses: church or similar religious facility; school (public or private).
- (g) Agricultural uses.
- (h) Single family dwellings including manufactured housing and mobile homes.
- (i) Accessory structures and uses.

3.2.3 *Special exceptions.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following general commercial uses: recreational vehicle park (see *Section 13.9: Recreational Vehicle Parks*).
- (b) The following local commercial uses: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

3.2.4 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Transportation, communication, and utility uses not permitted by right.
- (b) Institutional uses not permitted by right.

3.2.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	3 Acres
Minimum Lot Width at Building Line	210-Feet
Minimum Lot Width at Street Line	210-Feet

3.2.6 *Area and dimensional modifications.* Within the RA district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

Proposed Zoning Requirements

**Section 4.4      RSF-3, Single Family District**

4.4.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.4.2 *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.

4.4.3 *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.

4.4.4 *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*).

4.4.5 *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
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	10,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

Agency Comments

**Baldwin County Highway Department (Seth Peterson):** No comments.

**Army Corps of Engineers:** No comments received.

**ADEM (Scott Brown):** No comments received.

**Municipality:** No comments received.

Staff Analysis and Findings

The following factors for reviewing zoning amendments are found in *Section 19.6* of the *Baldwin County Zoning Ordinance*. These factors are to be considered when an application is being reviewed for rezoning.

1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?

The subject property is currently vacant. The property adjoins County Road 12 South to the north. The adjoining properties to the west and east are residential. The adjacent property to the north is 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?**

The zoning for Planning District 21 was adopted by the County Commission on June 2, 2009. The subject property was zoned RA, Rural Agriculture District, at that time. There hasn't been any rezonings in this area.

**3.) Does the proposed zoning better conform to the Master Plan?**

The Baldwin County Master Plan, 2013, indicates a future land use designation of Agricultural for the subject property. If the rezoning is approved, the future land use designation will change to residential.

**4.) Will the proposed change conflict with existing or planned public improvements?**

No conflicts.

**5.) Will the proposed change adversely affect traffic patterns or congestion?**

A subdivision can bring an increase in traffic. However, traffic impacts and access requirements will be addressed during the Subdivision process.

**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.**

Please see the responses to number 1 and number 2.

**7.) Is the proposed amendment the logical expansion of adjacent zoning districts?**

There is no RSF-3 zoning in the immediate vicinity. In first phase of Hawthorn, the smallest lot is 10,400 sq ft and the largest lot is 17,737 sq ft. Most of these lots are smaller than the required minimum lot size of 15,000 sq ft for RSF-2. The same with Summercrest Unit 3, these lots average at 12,000 sq ft. Unit 1 and 2 of Summercrest does meet the minimum lot size for RSF-2. These adjacent subdivisions were approved before Planning District 21 became zoned.



**8.) Is the timing of the request appropriate given the development trends in the area?**

Timing is not a factor with this request.

**9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?**

Staff is unaware of any environmental conditions or historic resources which would be impacted by this request.

**10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?**

Staff anticipates no adverse impacts.

**11.) Other matters which may be appropriate.**

N/A

**Staff Comments and Recommendation**

As stated previously, the subject property is currently zoned RA, Rural Agriculture District. It consists of approximately 29.78 acres and is currently undeveloped. The designation of RSF-3, Single Family District, has been requested in order to continue the remaining phases of Hawthorn subdivision.

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be recommended for **APPROVAL**. \*

*\*On rezoning applications, the Planning Commission will be making a recommendation to the County Commission.*



## Property Images





**ADJOINING RESIDENTIAL  
SUBDIVISION TO THE WEST**

07/12/2018

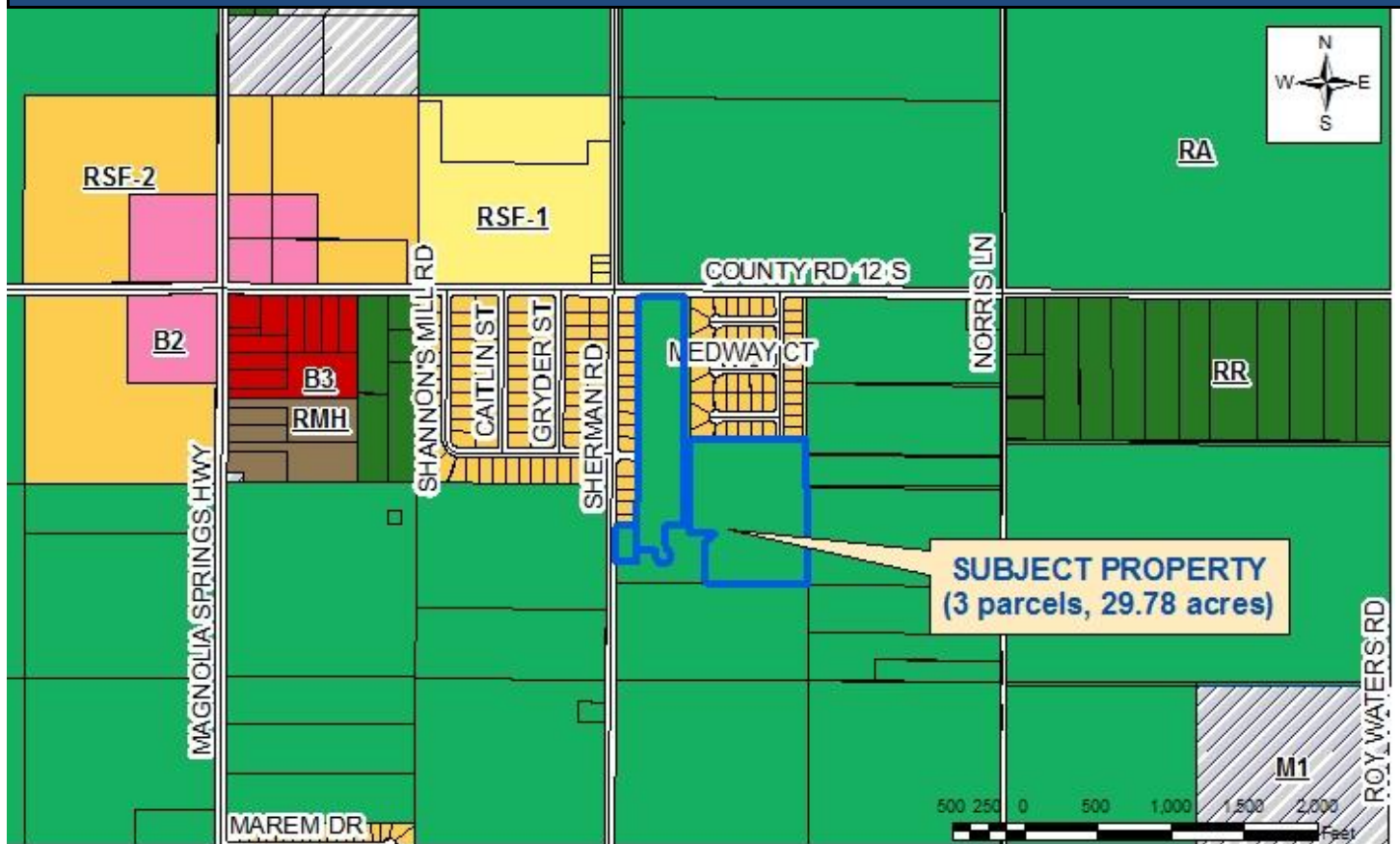


**ADJOINING RESIDENTIAL SUBDIVISION  
TO THE EAST**

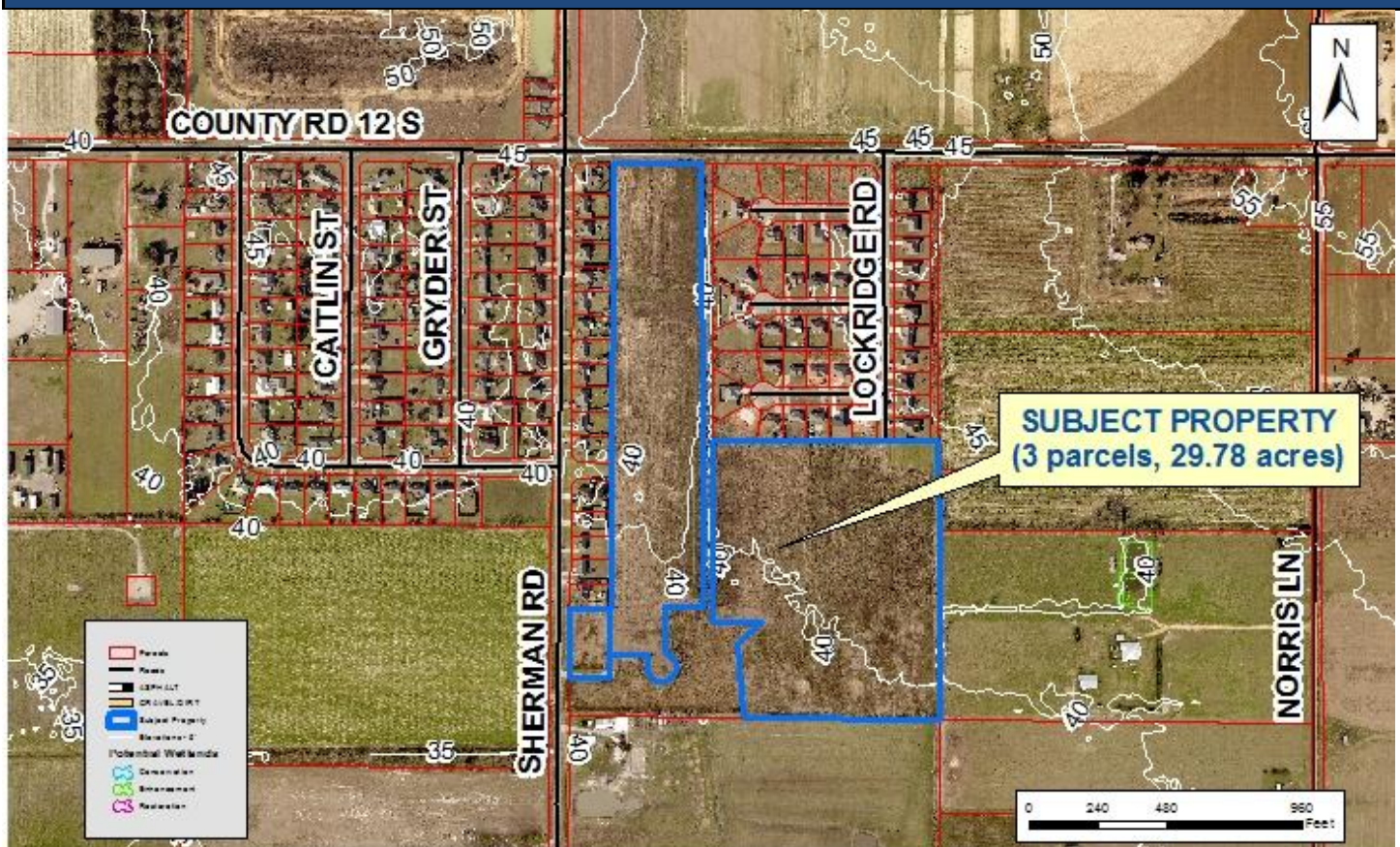
07/12/2018



Locator Map



Site Map





BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-18038

Godbold Property

Rezoning RA to RSF-3

8/2/2018

Motion: TO RECOMMEND APPROVAL

Made by: ARTHUR OKEN

Motion Seconded by: DOUG THOMAS

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis*	-	-
Dewane Hayes	X	
Spence Monroe	X	
Kevin Murphy	X	
Arthur Oken	X	
Daniel Nance	A	A
Doug Thomas	X	
Bonnie Lowry	X	

*\*The Chairman only votes in the event of a tie.*

MOTION TO RECOMMEND APPROVAL CARRIES  
ON A VOTE OF 6-0

**8-F - CASE Z-18038 GODBOLD PROPERTY**

CHAIRMAN SAM DAVIS: The next case is Case Z-18038, Godbold property.

MS. CELENA BOYKIN: This is a request to re-zone almost thirty (30) acres from RA to RSF-3. It is located in Planning District 21 just south of County Road 12 South and east of Sherman Road.

The request is to re-zone this to RSF-3, Single-Family. They plan to continue on Hawthorne Subdivision. The Hawthorne Subdivision is the RSF-2 parcels to the northeast. They will need the RSF-3 to meet their minimum lot size.

You can see Hawthorne was previously approved before District 21 became zoned. I looked at their smallest lot. It is ten thousand four hundred (10,400) square feet. And their largest lot goes up to seventeen thousand (17,000) square feet. So it has the lot size of RSF-2 and RSF-3. But they need the RSF-3 to -- for their Phase II.

Staff sees no issues with this request and has recommended approval. And the Phase II, I believe, will probably come to you next month for subdivision approval.

CHAIRMAN SAM DAVIS: All right. Thank you, Celena. Is there any questions for Celena?

(No response.)

1 CHAIRMAN SAM DAVIS: All right. Thank you.  
2 We'll open the public hearing at this point. We do have  
3 some opposition. Would the applicant come to the mic,  
4 please?

5 THE COURT REPORTER: State your name, please.

6 MR. JUSTIN PALMER: Justin Palmer on behalf of  
7 the applicant.

8 CHAIRMAN SAM DAVIS: All right. Do you just  
9 kind of want to tell us what the project is?

10 MR. JUSTIN PALMER: Basically, as was said,  
11 it's just an extension of the Hawthorne Development as it  
12 was approved by master plan previously. It's going to be  
13 residential -- single-family residential housing, very  
14 similar to what's to the north of it there.

15 CHAIRMAN SAM DAVIS: Any questions for this  
16 gentleman?

17 (No response.)

18 CHAIRMAN SAM DAVIS: All right. If you will,  
19 just have a seat and we will listen to the opposition.  
20 We may ask you back up to answer some of that.

21 So Sonia McClusky and Gail Wright have signed up in  
22 opposition. Which one wants to go first?

23 MS. GAIL WRIGHT: I really didn't oppose. I  
24 had a question before I could decide.

25 CHAIRMAN SAM DAVIS: Come on up to the mic and  
26 state your name, please.

27 MS. GAIL WRIGHT: Gail Wright. My question was  
28 on this development. We were very interested in the

1 entrance -- entrance and exits. Do y'all have that yet,  
2 into the subdivision?

3 CHAIRMAN SAM DAVIS: I think she's got a  
4 drawing showing that. Celena, can you answer that?

5 MS. CELENA BOYKIN: I do not have a copy of the  
6 proposed plat. That I -- I believe was -- Seth was  
7 reviewing it. It'll will come next month.

8 CHAIRMAN SAM DAVIS: That'll come next month?

9 MS. CELENA BOYKIN: Yes.

10 CHAIRMAN SAM DAVIS: Okay. So at this  
11 particular point, this is just a re-zoning request. So  
12 that --

13 MS. GAIL WRIGHT: Okay.

14 CHAIRMAN SAM DAVIS: The plat will be here next  
15 month, if you'd like to come back at that point.

16 MS. GAIL WRIGHT: Yes, sir, I would, to see  
17 that.

18 COMMISSION MEMBER BONNIE LOWRY: Celena?

19 MS. CELENA BOYKIN: Yes.

20 COMMISSION MEMBER BONNIE LOWRY: It says on  
21 this that this is continuing phases of the Hawthorne  
22 Subdivision. Is that subdivision all that we see on the  
23 north part of that map?

24 MS. CELENA BOYKIN: The northeast part, yes.  
25 That's Phase I of Hawthorne.

26 CHAIRMAN SAM DAVIS: Ms. Wright, do you have  
27 any other questions?

28 MS. GAIL WRIGHT: Not at this moment. You

1 can't answer me right now.

2 CHAIRMAN SAM DAVIS: Okay. Thank you.

3 MS. GAIL WRIGHT: Thank you.

4 CHAIRMAN SAM DAVIS: Ms. McClusky, do you have  
5 anything you'd like to say?

6 MS. SONIA McCLUSKY: I'm Sonia McClusky. And  
7 we own the property. We have a farm on the east side of  
8 that property line. My concern is with drainage. We get  
9 a lot of water, and it all collects on our west fence  
10 line, that's -- which is between us and them. And it  
11 gets pretty sloppy sometimes.

12 And also the safety issues, because we have farm  
13 animals there. And we've got an electric fence around  
14 there. But we've had children come in from the  
15 subdivision that's already there, come under the fence  
16 and be out in the pasture with the cows before, which I  
17 don't have a problem with them coming over there. But  
18 them being out in the cows, something could happen to  
19 them, and they could get hurt, you know, with us not  
20 knowing it.

21 And we kind of -- we were going over just to ask  
22 them to get out of the field. And they saw us, and they  
23 took off running, rolled under the fence, while screaming  
24 obscenities. But I just -- it's --

25 CHAIRMAN SAM DAVIS: It sounds like you need to  
26 put another strand of hot wire and make it hot.

27 MS. SONIA McCLUSKY: I've got three strands on  
28 it now. But it's a farming community. It's our old

1 family farm, what's left of it. And we're trying to keep  
2 it -- Drainage issue is a big thing there.

3 CHAIRMAN SAM DAVIS: Yeah. We understand that.  
4 And that's not for this Commission to determine at this  
5 time. That would be part of the site plan.

6 And they'll do that study. If it's approved,  
7 they'll do those drainage studies following that, and  
8 they'll require the proper retention and that sort of  
9 thing, supposedly, to not let it run off the property  
10 during a rainstorm. So -- But you know how those work.

11 MS. SONIA McCLUSKY: It's -- it's --  
12 it's just -- it's always been a farming community. And  
13 with all this building up with the people, we don't have  
14 people to watch after the safety.

15 There's no police jurisdiction around there. And  
16 I've -- we've heard lots of sirens going back like in the  
17 Sherman area, Sherman Road area of the subdivision. Over  
18 there, there's a lot of sirens goes that way.

19 I don't know what's going on, but we used to not  
20 have those kind of issues in our area. So that's a big  
21 concern was the safety and problems, you know, with  
22 overcrowding and getting in bad people that cause bad  
23 problems. We have our grandchild with us. So that's a  
24 big issue, too.

25 CHAIRMAN SAM DAVIS: We understand. That's --  
26 that's everywhere. Any other -- any other questions for  
27 us?

28 COMMISSION MEMBER BONNIE LOWRY: Where to you

1 live in proximity?

2 MS. SONIA McCLUSKY: We are straight across the  
3 fence line that's on the east side. We have a farm there  
4 with cows and horses.

5 COMMISSION MEMBER KEVIN MURPHY: She has the  
6 green area that has the forth (40) in it up there on  
7 Norris Lane.

8 MS. SONIA McCLUSKY: We're on twenty (20) acres  
9 with the pond on it.

10 COMMISSION MEMBER BONNIE LOWRY: Thank you.

11 CHAIRMAN SAM DAVIS: Any other questions for  
12 Ms. McClusky?

13 (No response.)

14 CHAIRMAN SAM DAVIS: All right. Thank you,  
15 ma'am.

16 MS. SONIA McCLUSKY: If -- One more thing.  
17 If --

18 CHAIRMAN SAM DAVIS: Sure.

19 MS. SONIA McCLUSKY: If they do pass it, if  
20 there's any way they can specify that there needs to be a  
21 fence up there or some kind of a blockage to stop the  
22 people from coming across or the children getting in the  
23 pastures where we don't have to worry about them getting  
24 hurt.

25 CHAIRMAN SAM DAVIS: David, do you want to  
26 address that?

27 ATTORNEY DAVID CONNER: Well, and I -- I think  
28 everybody understands what you're saying, the concern

1 there. At the time that the developers or whoever comes  
2 in to submit the subdivision plat, they'll look at issues  
3 and determine whether or not there's anything that needs  
4 to be addressed.

5 But, as a practical matter, I mean, you can't limit  
6 your neighbors' use of their property necessarily just  
7 because of how you use yours.

8 Now, in reality, anyone that's on your property that  
9 way, whether they be adults or children, are trespassing  
10 at that point in time. And, so, if -- if you continue to  
11 have problems with that or vandalism or anything like  
12 that, that may be a time to call the sheriff and -- and  
13 have a discussion with them about how they can help,  
14 especially if you know who it is. That might be -- that  
15 might be your course of action.

16 MS. SONIA McCLUSKY: I don't want to cause  
17 problems. And the man on the corner has had somebody --  
18 somebody come and steal his pump. And they just put in a  
19 big doublewide trailer. And they came and stole the  
20 blocks the night they delivered them down at the trailer.

21 ATTORNEY DAVID CONNER: Well, that's what I'm  
22 saying, though. We -- we can't --

23 MS. SONIA McCLUSKY: They --

24 ATTORNEY DAVID CONNER: The Planning Commission  
25 can't deny --

26 MS. SONIA McCLUSKY: Yeah.

27 ATTORNEY DAVID CONNER: -- an approval of a  
28 construction of something on a neighboring property



1 because it might bring those kind of issues.

2 MS. SONIA McCLUSKY: Uh-huh. (Indicates  
3 affirmatively.)

4 ATTORNEY DAVID CONNER: If you're having those  
5 issues, then the course of action would be to call law  
6 enforcement to try and get that addressed somehow.

7 MS. SONIA McCLUSKY: They have overcrowding of  
8 our schools here and just have changed the district to  
9 get some of the children sent to the Magnolia school to  
10 make more room.

11 CHAIRMAN SAM DAVIS: All right. Thank you.  
12 Would you like to address any of the other issues that  
13 she mentioned concerning drainage and that sort of thing?  
14 That all comes down the road.

15 MR. JUSTIN PALMER: We would prefer to address  
16 that in the development permit when we have all the  
17 finalized drainage plans.

18 CHAIRMAN SAM DAVIS: Okay. Fair enough. Thank  
19 you.

20 We'll close the public hearing at this point. Staff  
21 has recommended this for approval. Is there a motion to  
22 do so.

23 COMMISSION MEMBER ARTHUR OKEN: So moved.

24 COMMISSION MEMBER BONNIE LOWRY: So moved.

25 CHAIRMAN SAM DAVIS: There is a motion to do  
26 so. Is there well a second?

27 COMMISSION MEMBER SPENCE MONROE: I'll second.

28 CHAIRMAN SAM DAVIS: There's a motion to

1 approve and a second. All in favor, say aye.

2 (All Commission Members say aye in unison.)

3 CHAIRMAN SAM DAVIS: All opposed?

4 (No response.)

5 CHAIRMAN SAM DAVIS: It carries unanimously.

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STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2018-106

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-18038, Goldbold Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

**WHEREAS**, David Shumer has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 21, for property identified herein and described as follows:

17 AC(C) COMM AT THE NE COR OF SEC 15, TH RUN S 40'(S), TH W 1322'(S), TH S 960'(S) TO THE POB, TH CONT S 990'(S), TH W 690'(S), TH NW 266'(S), TH NE 117'(S), TH W 175'(S), TH N 636'(S), E 797'(S) TO THE POB SEC 15-T8S-R3E (SP WD)

And

12 AC(C) COM AT THE NW COR OF THE NE1/4 OF SEC 15 TH RUN E 170'(S), TH S 40'(S) TO THE POB, TH E 315'(S), TH S 1565'(S), TH W 135'(S), TH S 143'(S), TH SW ALG CURVE 238'(S), TH N 42'(S), TH W 135'(S), TH N 1735'(S) TO POB SEC 15-T8S-R3E (SP WD)

And

243'(S) X 140' COM AT SW COR LOT 105 SUMMERCREST UNIT 3 FOR POB BEING ON E R/W LN, TH S 243'(S), TH E 140', TH N 243'(S), TH W 140' TO POB SEC 15-T8S-R3E (WD)

Otherwise known as tax parcel numbers, **05-60-05-15-0-000-003.000, 003.062, and 003.159**, as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

**WHEREAS**, the petitioner has requested that the property herein identified be rezoned from RA, Rural Agriculture District, to RSF-3, Single Family District; and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on August 2, 2018, and voted to recommend approval of the rezoning request; and

**WHEREAS**, the Baldwin County Commission held a public hearing on September 4, 2018; 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-18038, Godbold Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 21 from RA, Rural Agriculture District, to RSF-3, Single Family District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 21 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **4<sup>th</sup>** day of **September 2018**.

---

Honorable Frank Burt, Jr., Chairman

ATTEST

---

Ronald J. Cink, County Administrator

Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**CC:** Sharon Grant, Accounting  
**Date:** 8/27/2018  
**Re:** Z-18038, Godbold Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 8/2/2018.

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case Z-18038, Godbold Property.

The Planning and Zoning Commission meeting was held **Thursday August 2, 2018**.

The County Commission public hearing is scheduled for **Tuesday September 4, 2018**.

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. Wallace 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:

07/18/2018

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. Wallace  
April M. Wallace, 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 07/18/2018.

BALDWIN COUNTY PLANNING & ZONING

Acct#: 983695

Ad#: 287208

Case No. Z-18038 Godbold Property

Amount of Ad: \$90.00

Legal File# Case No. Z-1803

### BALDWIN COUNTY PLANNING & ZONING COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address  
22251 Palmer Street  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

Physical Address  
22070 Highway 59  
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-18038 Godbold 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 David Shumer on behalf of Josh Godbold, owner of property located on Co Rd 12 in Planning District 21. The applicant is requesting approval to rezone 29.78± acres from RA - Rural Agricultural District to RSF-3 Single Family District. The Parcel Identification Numbers are 05-60-05-15-0-000-003.000 and 05-60-05-15-0-000-003.162 and 05-60-05-15-0-000-003.159.

The public hearing will be conducted during the next regular meeting of the Baldwin County Planning & Zoning Commission which is scheduled for Thursday, August 2, 2018, beginning at 6:00 p.m. at the Baldwin County Central Annex, 22251 Palmer St. in Robertsdale, AL.

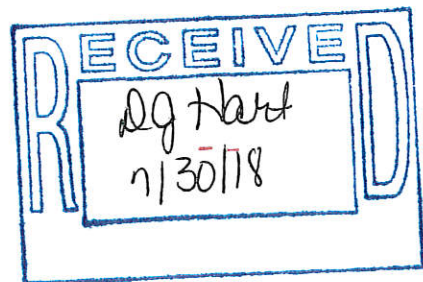
The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite 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 or family status. 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.

July 18, 2018





Planning and Zoning ,  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**CC:** Sharon Grant, Accounting  
**Date:** 8/27/2018  
**Re:** Z-18038, Godbold Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 9/4/2018.

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Anu:

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The County Commission public hearing is scheduled for **Tuesday September 4, 2018**.

Please let me know if you have any questions.

Thank You,

**DJ Hart**

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The Baldwin Times

LEGAL REP - 251-345-6805

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Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace 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:

08/08/2018, 08/15/2018, 08/22/2018

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. Wallace  
April M. Wallace, 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 08/22/2018.

BALDWIN COUNTY PLANNING & ZONING

Acct#: 983695

Ad#: 288159

Case No. Z-18038 Godbold Property

Amount of Ad: \$262.80

Legal File# Case No. Z-1803

### BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address  
22251 Palmer Street  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

Physical Address  
22070 Highway 59  
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-18038 Godbold Property Planning District 21

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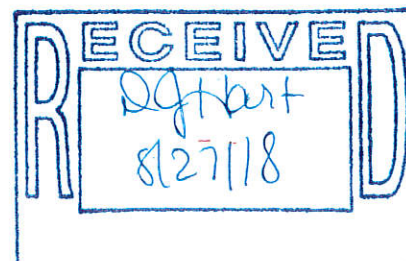
The public hearing will be conducted during the next regular meeting of the Baldwin County Commission which is scheduled for Tuesday, September 4, 2018, beginning at 9:00 a.m. at the Baldwin County Administration Building, 322 Courthouse Square in Bay Minette, AL.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning & Zoning Department, 22070 Hwy 59 in Robertsdale, AL, or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application please contact the Baldwin County Planning and Zoning Department at (251)580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning  
& Zoning Department  
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August 8-15-22, 2018





THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

**Printer Affidavit:**

This is to certify the attached advertisement

Appeared in the Onlooker, Courier, Islander

Issue of Gulf Coast Media.

Publication Date(s):

August 15, 2018

Account # \_\_\_\_\_ PO # \_\_\_\_\_

Cost \$ 240<sup>00</sup> Ad Size 3X8"

**Jeniece Bouzan, Ad Representative**

Bill To:

B.C. Planning  
Z-18038

Mail payments to:

Gulf Coast Media PO Box 1677 – Sumter, SC 29151

Sworn to and subscribe before me

This 15<sup>th</sup> day of August, 20 18

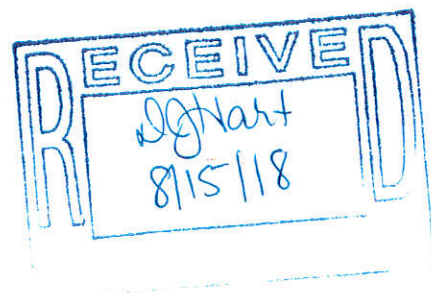
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER  
My Commission Expires  
April 10, 2022





# Hunter Education Class wraps up summer of learning gun safety

Courtesy OF THE CITY OF ORANGE BEACH

Another summer session of hunter education wrapped up in Orange Beach on Wednesday, July 25th. The annual Junior Marksmanship Program for children aged 8 to 15 kicked off in

early June with clay shooting followed by shooting rifles and archery.

A Hunter Education Class, led by Hunter Education Coordinator Daniel Musselwhite and Instructor Chris Litton on July 24-25 at the Orange Beach Community Center, capped off the



summer of learning gun safety. Attendees of



PHOTOS COURTESY OF THE CITY OF ORANGE BEACH

Wildlife and Freshwater Fisheries Division. For information on upcoming hunter education classes around the state, visit <https://huntered.dcnr.alabama.gov/Public/>.

## NOTICE OF PUBLIC HEARING

The Planning Commission of the City of Robertsdale, Alabama will conduct a public hearing on Monday, August 27, 2018 at 6:00 p.m. at Robertsdale City Hall to consider the following request for rezoning made by Pat Achee for the property located 0.75 miles west of Highway 59 on the north side of County Road 54, Robertsdale, Alabama.

### FROM R-1 to PUD:

The Southwest Quarter of the Northwest Quarter of Section 36, Township 5 South, Range 3 East. Also more particular described: Beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 36, Township 5 South, Range 3 East, Baldwin County, Alabama; Thence run N 00°04'01" E 40.00 feet to the North right-of-way line of County Road 54; Thence continue N 00°04'01" E 1274.03 feet; Thence run N 89°45'23" E 1323.89 feet; Thence run S 00°03'32" W 1272.17 feet to the North right-of-way line of County Road 54; Thence continue S 00°03'32" W 40.00 feet; Thence run S 89°39'11" W 386.32 feet; Thence run S 89°38'30" W 937.72 feet to the Point of Beginning. Containing 40.0 acres more or less.

Interested persons and adjoining property owners will be given an opportunity to ask questions and make comments at this time. Written comments should be addressed to Shannon J. Burkett, City Clerk, P.O. Box 429, Robertsdale, AL 36567.

Aaron White, Chairperson, Robertsdale Planning Commission

the Hunter Education class were also treated to a visit by the Orange Beach Wildlife Center and Izzy the Otter. The program and class are sponsored by the Alabama Department of Conservation and Natural Resources,



## APARTMENT

CONTINUED FROM 1

Section 3-3.E. of the zoning ordinance."

That section of the zoning ordinance states: The granting or denial of approval by written resolution of the reviewing authority shall include not only conclusions but also finding of fact related to the specific proposal and shall set forth the reasons for the grant, with or without changes and/or special conditions or for disapproval, and said resolution shall set forth with particularity in what respects the plan would or would not be in the public interest including but not limited to findings of fact and conclusions on the following:

1. In what respects the plan is or is not consistent with the comprehensive plan and the purpose and intent of the applicable district.

2. In what respects the plan is or is not in conformance with all applicable regulations of the applicable district.

3. In what respects the plan is or is not in conformance with the city's subdivision regulations and all other applicable city requirements including design, adequacy and construction of streets, drainage, utilities and other essential services or facilities.

4. In what respects the plan is or is not consistent with good design standards in respect to all external relationships, including but not limited to:

a. Relationship to adjacent properties;  
b. Internal circulation, both vehicular and pedestrian;  
c. Design of access and egress and impact on adjacent thoroughfares;  
d. Disposition and use of open space, provision of screening and/or buffering, and preservation of existing natural

features including trees, wetlands and dunes;

e. Size and apparent bulk of structures;

f. Building arrangements both between buildings in the proposed development and those on abutting sites.

5. In what respects the plan is or is not in conformance with City policy in respect to sufficiency of ownership, guarantees for completion of all required improvements and, if private, the guarantees for continued maintenance.

"Citizens have strongly expressed their concern that the planning commission did not properly evaluate the external impact of the project in the process of giving its approval," Craft said. "Pending receipt of a planning commission resolution satisfying Section 3-3.E., the city will be unable to issue any building or land disturbance permits to the applicant."

## BALDWIN COUNTY COMMISSION BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

Mailing Address	Physical Address	Foley Office
22251 Palmer Street Robertsdale, AL 36567	22070 Highway 59 Robertsdale, AL 36567	201 East Section Avenue Foley, AL 36535
Phone: (251) 580-1655	Phone: (251) 580-1655	Phone: (251) 972-8523
Fax: (251) 580-1656	Fax: (251) 580-1656	Fax: (251) 972-8520

### NOTICE OF PUBLIC HEARING

Case No. Z-18038

Godbold Property  
Planning District 21

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## NOTICE OF PUBLIC HEARING

The Planning Commission of the City of Robertsdale, Alabama will conduct a public hearing to consider a subdivision request made by Beach N Bay Inc. The proposed subdivision, Alexander Court, containing 38 lots, is located on West Illinois Street, Robertsdale AL 36567.

### Property Description:

The Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 1, Township 6 South, Range 3 East, Baldwin County, Alabama, containing approximately 10 acres.

The hearing has been scheduled for Monday, August 27, 2018, at 6:00 p.m. at City Hall. Interested persons and adjoining property owners will be given as opportunity to ask questions and make comments at this time. Written comments should be addressed to Shannon J. Burkett, City Clerk, P.O. Box 429, Robertsdale, AL 36567.

Aaron White, Chairman, Robertsdale Planning Commission



## Local Gulf Coast students successfully complete the 2018 BIS Summer Internship program

ROBERTSDALE — Co-founders Phillip Long and Kevin Welch of BIS Technology Group, the leading technology provider and digital marketing firm on the Gulf Coast, presented their 2018 summer interns with certificates of

completion. Ashleigh McAdams and Dontarrio Melton successfully finished their IT Help Desk Technician Internship with 520 hours each. While at BIS, they provided immediate response to monitoring alerts,

streamlined the monitoring alert response process, improved scripts where deficiencies were found and authored scripts where no existing solutions provided the desired results.

Native Baldwin County student, Brooke Long,

completed the BIS Summer Marketing Internship with high marks. Her job duties included qualifying prospect lists, making scrubbing phone calls, attending networking events, utilizing the various marketing technologies and performing other pertinent marketing tasks.

"I'm so pleased with not only the benefit of being able to help the community by providing an internship program to local students, but most of all, I'm proud of Ashleigh, Dontarrio and Brooke for their accomplishments while at BIS," said Phillip Long, CEO of BIS Technology Group. "Everything they did has helped us to better serve our customers and the community. I definitely encourage other Gulf



SUBMITTED PHOTO

Coast business owners to take a closer look at creating internship positions for local students."

BIS Technology Group will begin accepting applications for their 2019 summer internship program in March 2019. Please submit resumes to [jobs@askbis.com](mailto:jobs@askbis.com) or visit [www.askbis.com/careers](http://www.askbis.com/careers).

### About BIS Technology Group

BIS Technology Group is the technology leader

on the Gulf Coast and is comprised of four divisions: information technology, web design & digital marketing, office equipment and business consulting. Together these divisions help local businesses exceed expectations and allow them to grow to their potential while managing risks. BIS is located in Robertsdale, AL. Learn more about BIS Technology Group at [bistechnologygroup.com](http://bistechnologygroup.com).

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#### FROM R-1 to PUD:

The Southwest Quarter of the Northwest Quarter of Section 36, Township 5 South, Range 3 East.

Also more particular described: Beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 36, Township 5 South, Range 3 East, Baldwin County, Alabama; Thence run N 00°04'01" E 40.00 feet to the North right-of-way line of County Road 54; Thence continue N 00°04'01" E 1274.03 feet; Thence run N 89°45'23" E 1323.89 feet; Thence run S 00°03'32" W 1272.17 feet to the North right-of-way line of County Road 54; Thence continue S 00°03'32" W 40.00 feet; Thence run S 89°39'11" W 386.32 feet; Thence run S 89°38'30" W 937.72 feet to the Point of Beginning. Containing 40.0 acres more or less.

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Aaron White, Chairperson, Robertsdale Planning Commission

### BALDWIN COUNTY COMMISSION

#### BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

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## Greer's, L&M Marine give away boat



JOHN UNDERWOOD / STAFF PHOTO

One local resident is now the proud owner of a new 14-foot Express Jon boat, courtesy of L&M Marine and Greer's CashSaver in Robertsdale. Mike Peterson chose the boat over cash and another prize, following a drawing held during the grand opening in June of the new Greer's location at 21951 Alabama 59 Suite D in Robertsdale. On hand to present the boat, which included a 25 horsepower Mercury outboard motor, were L&M sales manager Jon Page; members of the Greer's family, Jan Greer Endfinger and Lucy Greer Cherlogotis; Regional Manager Howard Harper; Store Manager Donna Harper; Jason Cain, assistant manager and Gary Foves, vice president of perishables.

## BCHS cheer thanks Gulf Packaging



SUBMITTED PHOTO

Baldwin County High School Cheerleaders paid a visit to Gulf Packaging to thank the business for its continued support of their program. Squad sponsor Kay Lancaster presented Larry Taylor with several gifts to show their appreciation. Joining them are cheerleaders, from left, Olivia Lamb, Rachel Donald, Brooklyn Rider, Ashlynn Wasden and Kristen Phillips.

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Aaron White, Chairman, Robertsdale Planning Commission



# SouthFlight is Back: USA Health launches new emergency air service partnership

A red EC 130 helicopter emblazoned with USA SouthFlight was christened during a ceremony July 25, 2018, on the helipad at USA Medical Center in Mobile. About 15 minutes before the christening,

a flight crew lifted off with simulated stroke patient Louis Mapp from H.L. "Sonny" Callahan Airport in Fairhope headed to the region's only Level 1 Trauma Center. The flight took 13 minutes and 10 seconds,

demonstrating how quickly someone with a life-threatening injury, such as a stroke, can be transported to the Mobile hospital.

The SouthFlight emergency air service represents a partnership

between USA Health and Air Methods, a privately-owned air medical transport company serving 48 states.

"More than a million residents depend on USA Health's nationally recognized teams in stroke, trauma, burns, pediatrics and neonatal care to provide life-saving care," said Sam Dean, Administrator at USA Medical Center. "Besides serving our own region 24 hours a day, every day, our hospitals also provide care for the southern half of Mississippi as well as parts of the Florida Gulf Coast, extending our reach and the number of people who depend on us when every second counts."

USA SouthFlight will offer high quality care for the region's most critically ill and injured patients, with state-of-the-art medical technology and advanced communication equipment. Based locally in Mobile, Air Methods operates 24 hours a day.

"The critical care services the SouthFlight team provides patients suffering from traumatic injuries ensures a seamless transition from emergency air service to the life-saving care at USA Health hospitals," said Tony Fleming, Area Manager, Air Methods Corp. "Our goal is to reduce the amount of time it takes for life-saving care to reach our patients."

An EC130, SouthFlight is a single engine light utility helicopter developed from the earlier Eurocopter AS350 Ecureuil. Launched and produced by the Eurocopter Group, it was later rebranded as Airbus Helicopters. Other features include:

- Capacity: up to 7: 1 pilot, 1 critical care RN, 1 critical care paramedic, 1 patient
- Length: 41 feet overall
- Rotor diameter: 35 feet
- Empty weight: 3,206 pounds
- Max. takeoff weight: 5,512 pounds
- Cruise speed: 150 mph
- Rate of climb: 1,770 feet per minute



SUBMITTED PHOTOS



USA Health CEO Owen Bailey shakes hands with simulated stroke patient Louis Mapp immediately following a 13-minute and 10-second helicopter ride from Fairhope to USA Medical Center before a christening ceremony on the helipad. Dr. Steve Cordina, also of Baldwin County, accompanied Mapp on the flight.

year. As the go-to facility for the area's toughest emergencies, USA Medical Center is capable of providing total care for every aspect of injury, from prevention through rehabilitation. USA Medical Center is a part of USA Health.

## About USA Medical Center

As a state-certified Level 1 Trauma and Burn Center, University of South Alabama's USA Medical Center serves as the major referral center for patients with traumatic injuries from southern Alabama, southeast Mississippi, and portions of north-west Florida. Last year alone, USA Medical Center served patients in 53 counties. The Medical Center's designated trauma team - which includes around-the-clock trauma surgeons, cardiovascular surgeons and neurosurgeons - treats an average of five critically injured patients a day, which is more than 1,700 people a

## About USA Health

With more than 3,800 employees, USA Health is unlike any other health care organization on the Alabama Gulf Coast. It includes USA Medical Center, USA Children's & Women's Hospital, USA Mitchell Cancer Institute, USA Physicians Group and USA College of Medicine. At least one-third of local physicians, some 2,500, received their training at USA Medical Center. More than 10,400 nurses and 5,600 allied health professionals received training at USA hospitals. USA Health has an annual economic impact of \$791 million annually.

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# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0851, **Version:** 1

**Item #:** EA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Kimberly Creech, Clerk/Treasurer  
Eva Cutsinger, Senior Accountant

**Submitted by:** Sharon Grant, Accounts Payable Supervisor

---

### **ITEM TITLE**

Payment of Bills

### **STAFF RECOMMENDATION**

Pay bills totaling \$11,747,371.35 (eleven million, seven hundred forty-seven thousand, three hundred seventy-one dollars and thirty-five cents) with the exception of those vendors Commissioners request to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, \$9,963,825.89 (nine million, nine hundred sixty-three thousand, eight hundred twenty-five dollars and eighty-nine cents) is payable to the Baldwin County Board of Education for its 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: September 04, 2018

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. Of Education	8,801,122.60	Sales Tax
	1,162,703.29	Use Tax
	219,720.22	Casual Sales Tax; July 2018
Coastal Alabama Community College	173,361.03	Sales Tax
	992.24	Casual Sales Tax; July 2018
Baldwin Youth Services	71,487.47	Sales Tax
	409.17	Casual Sales Tax; July 2018
District Attorney's Office	35,660.79	Sales Tax
	204.59	Casual Sales Tax; July 2018
Administrative Office Of Courts	81,253.34	3rd Qtr FY18 Judicial Employees Salary
QCHC of Alabama Inc	18,071.93	Medical-Jail; Reconciliation April-June 2018
	4,568.30	Medical-JDC; Reconciliation April-June 2018
Baldwin Cnty Health Dept	470,396.42	Health Tax Appropriation Estimate
Mobile Asphalt Co LLC	68,462.89	Medical; Inmates
Petroleum Traders Corporation	66,583.89	Fuel
Mott MacDonald Consultants Inc	30,673.57	Bridge Replacement; CR 9
Thompson Tractor Co	28,055.51	Equipment & Repairs
Otto Environmental	26,079.20	Trash Containers
Staples Contract & Commercial Inc	23,522.05	Office Supplies
S C Stagner Contracting Inc	23,490.00	Cliff's Landing Fishing Pier
Motorola Solutions Inc	22,700.80	Radio Equipment; Sheriff's Dept.
<b>TOTAL</b>	<b>11,329,519.30</b>	



**Baldwin County Commission  
Accounts Payable Payments  
September 4, 2018**

<b>Vendor Summary</b>		<b>Totals</b>
1	4IMPRINT INC	305.05
2	ACTION SCREEN PRINTING	120.00
3	ADAMS AND REESE LLP	6,000.00
4	ADMINISTRATIVE OFFICE OF COURTS	81,253.34
5	ADORAMA CAMERA INC	575.85
6	ADT SECURITY SERVICES INC	58.89
7	AGUILAR, MARICELA	51.00
8	AIRGAS USA, LLC	2,144.08
9	AL STATE DEPT OF AGRICULTURE & INDUSTRY	20.00
10	AL STATE DEPT OF TRANSPORTATION	397.76
11	ALABAMA ASSN OF CIRCUIT JUDGES	1,000.00
12	ALABAMA COASTAL RADIOLOGY	322.69
13	ALABAMA PIPE & SUPPLY CO INC	6,979.20
14	ALL AMERICAN FAUCET PARTS	977.08
16	ALLIANCE PUBLISHING GROUP	850.00
17	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	524.15
18	ANDREWS, M DAWN	16.00
19	ANIMAL CONTROL TRAINING SERVICES	290.00
20	ASSN OF COUNTY COMMISSIONERS	237.75
21	ATCO MANUFACTURING	312.35
22	AUTO ZONE - FOLEY	59.76
23	AUTO ZONE - ROBERTSDALE	132.10
24	B & B APPLIANCE PARTS OF MOBILE INC	92.75
25	B & D AUTOMOTIVE	57.88
26	BALDWIN CNTY BOARD OF EDUCATION	10,183,546.11
27	BALDWIN CNTY HEALTH DEPT	470,396.42
28	BALDWIN CNTY SHERIFF'S OFFICE	2,538.25
29	BALDWIN COUNTY VICTORY POLARIS LLC	334.99
30	BALDWIN EMC	5,088.07
31	BALDWIN EYE CLINIC	120.00
32	BALDWIN LOCKSMITH LLC	150.00
33	BALDWIN SIGNS	719.40
34	BALDWIN TRACTOR	5,565.02
35	BALDWIN YOUTH SERVICES	71,896.64
36	BATES, CRYSTAL NICOLE	6.70
37	BAY AREA PRINTING & GRAPHICS SOLUTIONS	262.00
38	BAY AREA REPORTING INC	150.00
39	BAY MINETTE BUILDING SUPPLY	558.34
40	BAY MINETTE LAND CO	1,000.00
41	BAY MINETTE POSTMASTER	100.00
42	BAY SIDE RUBBER & PRODUCTS	2,557.21
43	BEAL, ALLISON	30.00
44	BEARD EQUIPMENT	3,029.97
45	BEECH, MIKE	63.00
46	BEHAVIORAL HEALTH SYSTEMS INC	285.00
47	BENSON, ROBIN G	64.47

**Baldwin County Commission  
Accounts Payable Payments  
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	<b>Vendor Summary</b>	<b>Totals</b>
48	BIGSBY, ROBERT & CINDEE	30.00
49	BLACKBURN & CONNER PC	5,413.29
50	BLACKLIDGE EMULSIONS INC	1,173.76
51	BLOSSMAN GAS	118.83
52	BOB BARKER CO INC	6,677.91
53	BOGLE, JOHN D	30.00
54	BONDURANT, CHRIS DMD MD PC	146.00
55	BOYKIN, CELENA R	46.33
56	BRANTLEY'S TIRES OF BAY MINETTE, LLC	152.54
57	BRINK'S INCORPORATED	749.91
58	BRYARS, DONNA G	49.92
59	BUSBY, GUY LAWRENCE	246.34
60	C & H CONSTRUCTION SERVICES	9,986.00
61	CAMPBELL HARDWARE & SUPPLY CO	817.50
62	CAMPBELL, JODY W	383.33
63	CANDY WOOD, INC	150.00
64	CARPENTER, CHRISTEL F	55.25
65	CASADAY, JAMES OWEN	200.00
66	CASCADE ENGINEERING INC	7,428.00
67	CASTILLOW, BRITTANY	14.00
68	CAT RENTAL STORE, THE	7,740.00
69	CATTELL, CYNTHIA	30.00
70	CDW - GOVERNMENT, INC	8,596.75
71	CHAMBERS GLASS	125.00
72	CHUCK STEVENS AUTO INC	1,686.53
73	CHUCK STEVENS CHEVROLET	281.36
74	CINTAS FIRST AID & SAFETY	309.28
75	CINTAS LOCATION #211	378.00
76	COASTAL AL COM COLLEGE	174,353.27
77	COASTAL MACHINERY CO	67.72
78	COASTAL OCCUPATIONAL MEDICINE	240.00
79	COATE, JAMES & KELSEY	30.00
80	COBLENTZ EQUIPMENT & PARTS CO	14,777.00
81	COMPLETE SAFETY WORKS INC	157.50
82	CORE COMPUTING SOLUTIONS INC	1,141.03
83	CORLEY AUTO CARE	150.00
84	COWIN EQUIPMENT CO	820.00
85	COX, DEANNA VICICH	525.00
86	CRESCENT SALES	83.97
87	CRIGLER, SARAH A	14.00
88	CROWELL, ANDREW	62.00
89	CROWER, JOHN ESTATE OF	30.00
90	CULLIGAN WATER SYSTEMS OF MOBILE	57.25
91	CURRENS, WOOD & JENNIFER	16.00
92	DADE PAPER & BAG CO	9,055.12
93	DAIRY FRESH OF AL	806.64



**Baldwin County Commission  
Accounts Payable Payments  
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	<b>Vendor Summary</b>	<b>Totals</b>
94	DAMSKY, TERRY	16.00
96	DANA SAFETY SUPPLY INC	2,179.00
97	DAVIS, CARLA	16.00
98	DAVIS, DALE	16.00
99	DAVISON OIL COMPANY INC	1,804.27
100	DAY, LYNN H	113.36
101	DELTA COMPUTER SYSTEMS INC	9,845.00
102	DISTRICT ATTORNEY'S OFFICE	35,865.38
103	DUTCHMAN'S LAWN & GARDEN	337.40
104	EAST BAY ENGRAVING	85.00
105	EMERGENCY SERVICES OF MOBILE	698.52
106	EMPIRE TRUCK SALES INC	3,112.39
107	ENGLISH, JASON	30.00
108	EQUIPMENT SALES CO	3,046.89
109	EVANS MFG	3,520.60
110	EXPRESS OIL CHANGE	174.90
111	FAIRHOPE DENTISTRY	51.00
112	FASTENAL	72.10
113	FEDEX	64.96
114	FLEETPRIDE	10,773.06
115	FONDE, ALLEN	32.00
116	GAMBLE, RENEE	30.00
117	GANEY, BRENDA Q	3,333.30
118	GAUTNEY, WANDA FAIL	49.05
119	GAYLORD BROTHERS	39.72
120	GCR TIRE & SERVICE	8,298.24
121	GESTEWITZ, RICHARD	46.00
122	GOODYEAR AUTO SERV CTR	950.08
123	GOULART, PAUL A	32.00
124	GRAHAM, DANA L	15.54
125	GRAHAM, TERRI L	1,846.11
126	GRAYBAR ELECTRIC CO INC	347.62
127	GT DISTRIBUTORS INC	153.16
128	GULF CITY BODY & TRAILER WORKS, INC	60.00
129	GULF COAST BUILDING SUPPLY-ACE HOME CTR	211.68
130	GULF COAST NEWSPAPERS	1,787.28
131	GULF COAST TRUCK & EQUIPMENT CO	726.75
132	GWYNN, HEATHER A	35.00
133	HALL, WANDA GLENN	16.00
134	HAPPY ACRES VETERINARY CLINIC	899.00
135	HARRISON, CECILIA	500.00
136	HENDERSON, KENDEL DYETT	87.20
137	HENRY SCHEIN ANIMAL HEALTH	169.34
138	HESTER, KEVIN & JACQUELYN	30.00
139	HICKMAN, GERALD & MARIE	16.00
140	HILD, JAMES	37.00

**Baldwin County Commission  
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	<b>Vendor Summary</b>	<b>Totals</b>
141	HILL'S PET NUTRITION INC	441.92
142	HOPKINS, AUSTIN & LAUREN	46.00
143	HOPPER, JOHN W & DANA J	32.00
144	HOSEA O. WEAVER & SON INC	7,078.80
145	HUDSON, PAULETTE	66.00
146	HUGHES, TAFT	30.00
147	HURTADO, HUGO	48.00
148	IDEA SIGNS & GRAPHICS	42.40
149	INDUSTRIAL BOILER & MECHANICAL COMPANY	1,126.46
150	INFIRMARY OCCUPATIONAL HEALTH PC	1,232.00
151	INFORMATION TRANSPORT SOLUTIONS INC	8,573.58
152	INTOXIMETERS INC	486.50
153	J&R SYSTEM INTEGRATION LLC/SECURITY 101	121.41
154	JACE CHANDLER	360.00
155	JANI KING OF MOBILE	2,231.16
156	JOHNSON CONTROLS	3,234.26
157	JOHNSON, BRUCE ESTATE OF	48.00
158	JORDAN, ELIZABETH	30.00
159	JUBILEE GLASS LLC	4,216.00
160	KELLER, DANIEL M	16.00
161	KELLEY BROS HARDWARE	2,187.00
162	KENNEDY, WILLIAM D	52.11
163	KENWORTH OF ALABAMA	1,192.22
164	KEY, VICTORIA ASHTON	36.10
165	KIMBALL MIDWEST	249.60
166	KINGS III OF AMERICA INC	278.20
167	L A SHOWERS & GLASS LLC	1,380.00
168	LABORATORY CORP OF AMERICA HOLDINGS	694.80
169	LITTLE BITTY'S TOWING LLC	961.00
170	LONG'S HUMAN RESOURCE SERVICE	5,076.34
171	LOWE'S - DAPHNE	597.90
172	LOWE'S - FOLEY	789.71
173	LOXLEY CWC GENERAL FUND	8,070.00
174	LUCAS, LOREN BOWMAN	58.00
175	LYLE MACHINERY CO	1,690.61
176	M & A SUPPLY - MOBILE	1,494.82
177	MAC'S AUTOGLASS LLC	245.00
178	MARS, BRADLEY ALLEN	30.00
179	MATSON, BRIAN & SHERRI	24.10
180	MCAULEY, DJ & AMANDA	30.00
181	MCCORMICK, TREY & KINDRA	46.00
182	McGRIFF TIRE CO INC	2,842.88
183	MCKEE FOODS CORP	238.56
184	MCKINNEY PETROLEUM EQT INC	62.50
185	MCPHERSON OIL CO INC/DBA FUELMAN	3,417.65
186	METALS USA	2,868.00

**Baldwin County Commission  
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	Vendor Summary	Totals
187	METZ, LISA	16.00
188	MIKE HOFFMAN'S EQUIPMENT SERV INC	378.60
189	MISSISSIPPI MOSQUITO CONTROL LLC	14,374.00
190	MOBILE ASPHALT CO LLC	68,462.89
191	MOBILE MACHINE AND HYDRAULICS LLC	579.98
192	MOBILE PRESS REGISTER	239.20
193	MOMAR INC	435.53
194	MONTGOMERY TECHNOLOGY SYSTEMS LLC	7,846.42
195	MORRIS, MICHAEL RAY	19.00
196	MOTOROLA SOLUTIONS INC	22,700.80
197	MOTT MACDONALD CONSULTANTS INC	30,673.57
198	MOYER FORD SALES INC	60.41
199	MURRAY, JUSTIN & LEANNE	32.00
200	MWI ANIMAL HEALTH	1,472.90
201	NATIONAL SAFETY COUNCIL	464.95
202	NATIONAL TOOL WAREHOUSE	321.70
203	NBI PHYSICIAN ASSOCIATES	428.79
204	NEOPOST USA INC	2,862.33
205	NORTH BALDWIN INFIRMARY	630.25
206	OEC	71.90
207	OFFICE PRIDE	1,380.00
208	O'REILLY AUTO PARTS-FIRST CALL R'DALE	2,537.93
209	ORR, DANIEL R	46.00
210	OTIS ELEVATOR CO	3,870.00
211	OTTO ENVIRONMENTAL SYSTEMS	26,079.20
212	PAREKH, HEMAL	30.00
213	PARKER, AARON	46.00
214	PARKER, JENNIE	14.00
215	PARTS MASTER	481.55
216	PATTERSON STARTER ALTERNATOR & RADIATOR	280.00
217	PAUL, TRAVIS MD PC	125.00
218	PETROLEUM TRADERS CORPORATION	66,583.89
219	PETTY CASH - KELLY CHILDRESS	18.15
220	PHOENIX PHARMA LLC	32.00
221	PIGGLY WIGGLY - BAY MINETTE	315.36
222	PIGGLY WIGGLY - FOLEY	729.00
223	PIGGLY WIGGLY - LOXLEY	553.72
224	PITTMAN TRACTOR CO INC	2,450.00
225	PORTER ROOFING CONTRACTORS INC	19,850.00
226	POSTMARK INK	2,399.40
227	POWER SYSTEMS OF MS	720.00
228	PRECISION AUTO GLASS	263.95
229	PRINT SHOP, THE	4,760.25
230	PRO-CHEM INC	399.80
231	PULKA, SHAWN & BRUNA	32.00
232	QCHC INC	22,640.23

**Baldwin County Commission  
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September 4, 2018**

Vendor Summary		Totals
233	QUEST DIAGNOSTICS	783.53
234	RDA SERVICE COMPANY	2,439.80
235	REGIONS BANK CORP TRUST	1,075.00
236	REYNOLDS, WALKER	46.00
237	RIEBEN, TAMMY J	576.30
238	ROBERTSDALE ANIMAL CLINIC	560.00
239	ROBERTSDALE AUTO PARTS INC	1,932.05
240	ROBERTSDALE POSTMASTER	150.00
241	ROBERTSDALE POWER EQUIPMENT	1,013.25
242	RODDENBERRY, TONYA	30.00
243	ROTO-ROOTER	2,124.53
244	RUFFIN, LORI G	82.50
245	RUSSELL, BERNARD ESTATE OF	80.00
246	RUTTER, CHARLES & CHRISTINE	32.00
247	S C STAGNER CONTRACTING INC	23,490.00
248	SALTER, DESIREE & HEATHER ADAMS	46.00
249	SANDERS, AMY	14.00
250	SANDY SANSING FORD	150.00
251	SANGSTER, LISA O	19.00
252	SARVER, AMANDA P	16.00
253	SECTION 18 TRANSPORTATION FUND	4,971.00
254	SERVICEMASTER ACTION CLEANING	489.00
255	SHARP ELECTRONICS CORPORATION	16,115.40
256	SHERRILL, BRITNEY	30.00
257	SHERWIN WILLIAMS	127.58
258	SHORELINE ENVIRONMENTAL INC	110.00
259	SISLAK, SARAH HART	90.48
260	SMITH, CHARLOTTE K	181.50
261	SMITH, JODIE M	187.30
262	SNS NAILS & SPA	10.00
263	SOUTH ALABAMA REGIONAL	372.60
264	SOUTH BALDWIN HOSPITAL	1,316.00
265	SOUTHDATA INC	5,202.22
266	SOUTHERN DISTRIBUTION OF MOBILE	418.16
267	SOUTHERNCARLSON SYSTEMS	581.35
268	SPIVEY & CO LLC	165.00
269	STAPLES CONTRACT & COMMERCIAL, INC.	23,522.05
270	STATE CHEMICAL SOLUTIONS	638.79
271	STEWART, RONALD B	58.50
272	STEWART'S ELECTRICAL CONT INC	600.00
273	STOCKTON EQUIPMENT CO	2,176.86
274	STRONG, KENNETH EVERETT	51.00
275	SUBURBAN PROPANE	190.39
276	SUN CONTROL	120.00
277	SUNSOUTH LLC	3,182.27
278	SWEAT TIRE - BAY MINETTE	119.90

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	<b>Vendor Summary</b>	<b>Totals</b>
279	SWEAT TIRE - ROBERTSDALE	979.03
280	TAYLOR, HEATHER EMMONS	28.34
281	TAYLOR, RICKY L	62.00
282	THOMPSON TRACTOR CO	28,055.51
283	TIG - TECHNOLOGY INTEGRATION GROUP	418.20
284	TONY'S TOWING INC	737.50
285	TRACTOR & EQUIPMENT CO	114.60
286	TRANE-MOBILE PARTS CENTER	3,353.28
287	TRIPLE "A" FIRE PROTECTION INC	1,074.00
288	TRI-TECH FORENSICS INC	699.24
289	TSA INC	14,697.41
290	UNITED REFRIGERATION	355.04
291	UNIV AUBURN-GOVERNMENTAL SERVICES	700.00
292	UNIVERSITY OF FLORIDA - MCTrans CENTER	500.00
293	USA MEDICAL CENTER	1,208.02
294	VERMEER SALES & SERVICE	180.79
295	VICKREY, JOIE L	104.64
296	VILLALPANDO, IGNACIO	30.00
297	VULCAN SIGNS	77.10
298	W H THOMAS OIL CO INC	1,372.50
299	W W GRAINGER	11,991.74
300	WALDEN, MELANIE A	32.00
301	WALTERS CONTROLS INC	989.80
302	WALZ, BRENDA J	163.50
303	WARRINER CONSTRUCTION	6,250.00
304	WASTE PRO OF FLORIDA	196.42
305	WEBB, VALERIE	30.00
306	WESCO DISTRIBUTION	3,273.59
307	WEST GROUP PAYMENT CENTER	204.75
308	WEST, DEBBIE	58.00
309	WIRE INDUSTRIES LLC	766.73
310	WITTICHEN SUPPLY-DAPHNE	220.80
311	WITTICHEN SUPPLY-FOLEY	304.01
312	WOLF, MARCUS & JOYCE	16.00
313	WRIGHTS MOTOR PARTS INC	293.30
314	ZACK LONG DIRT PIT	441.00
315	ZELLNER, TARRAH	30.00
316	ZEP MANUFACTURING COMPANY	681.46
	<b>Grand Total</b>	<b>11,747,371.35</b>

Supplier			Co	Balance Open	Aging			
Number	Name	Phone Number			Current	1 - 0	Over 0	
3308	GAUTNEY, WANDA FAIL	251 9376342	00001	49.05				49.05
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00001	26.99				26.99
14084	BOB BARKER CO INC - PO'S		00001	6,677.91	61.10-			6,739.01
14132	BALDWIN YOUTH SERVICES		00001	71,896.64	71,487.47			409.17
14534	BALDWIN LOCKSMITH LLC *	251 9434291	00001	150.00				150.00
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00001	161.00				161.00
21127	DISTRICT ATTORNEY'S OFFICE		00001	35,865.38	35,660.79			204.59
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00001	9,845.00				9,845.00
25040	COASTAL AL COM COLLEGE (FAULKN		00001	174,353.27	173,361.03			992.24
27003	GOODYEAR AUTO SERV CTR - FOLEY	34 9435601	00001	950.08				950.08
27012	GRAYBAR ELECTRIC CO INC **	251 6666600**	00001	81.84				81.84
27022	GULF COAST NEWSPAPERS		00001	1,787.28				1,787.28
27273	GT DISTRIBUTORS INC	800 2418950	00001	153.16	86.11			67.05
40612	MONTGOMERY TECHNOLOGY SYSTEMS	334 3827441	00001	7,846.42				7,846.42
41646	FEDEX		00001	64.96				64.96
42817	NATIONAL SAFETY COUNCIL	800 6213433	00001	464.95				464.95
43003	OEC	800 759-3368	00001	71.90				71.90
48928	BALDWIN SIGNS	251 6260572	00001	719.40				719.40
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00001	123.40				123.40
51068	STEWART'S ELECTRICAL CONT INC	205 9376549	00001	600.00				600.00
51288	ROTO-ROOTER		00001	1,984.53				1,984.53
54074	SOUTH BALDWIN HOSPITAL		00001	1,316.00				1,316.00
54565	SUN CONTROL	9438468	00001	120.00				120.00
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00001	489.00				489.00
57315	STATE CHEMICAL SOLUTIONS	800 8525669	00001	638.79				638.79
58288	TRIPLE "A" FIRE PROTECTION INC	251 6492034	00001	1,074.00				1,074.00
58886	ALL AMERICAN FAUCET PARTS	251 4731638	00001	977.08				977.08
64397	LONG'S HUMAN RESOURCE SERVICE		00001	3,286.88				3,286.88
64733	SMITH, JODIE M	251 9375039	00001	187.30				187.30
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00001	3,190.90				3,190.90
66029	WEST GROUP PAYMENT CENTER**	612 6877000	00001	204.75				204.75
66057	USA MEDICAL CENTER		00001	1,208.02				1,208.02
66396	WALTERS CONTROLS INC		00001	989.80				989.80
68769	B & B APPLIANCE PARTS OF MOBIL	251 478-8485	00001	92.75				92.75
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	329.64				329.64
86191	WARRINER CONSTRUCTION	6091226	00001	800.00				800.00
87716	LOWE'S FOLEY - 057700034	9705307	00001	321.03				321.03
87767	JANI KING OF MOBILE	504 4419700	00001	1,134.64				1,134.64
89463	TRI-TECH FORENSICS INC	800 4387884	00001	699.24				699.24
94060	CHUCK STEVENS AUTO INC		00001	354.56				354.56

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
96225	WEST, DEBBIE	251 9433139	00001	58.00		58.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00001	1,671.39		1,671.39
99320	INFIRMARY OCCUPATIONAL HEALTH	34 4333781	00001	1,137.00		1,137.00
101135	MOMAR INC - PO'S	251 4223496	00001	231.54		231.54
101717	BRINK'S INCORPORATED		00001	749.91		749.91
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	8,596.75	32.98-	8,629.73
105435	CINTAS FIRST AID & SAFETY	251 4437301	00001	36.10		36.10
109891	BOYKIN, CELENA R	251 7474193	00001	46.33		46.33
110015	CARPENTER, CHRISTEL F	251 7094966	00001	55.25		55.25
111974	CAMPBELL, JODY W		00001	383.33		383.33
115852	DADE PAPER & BAG CO	251 9641500	00001	7,416.23	103.72-	7,519.95
118519	WALZ, BRENDA J	251 5804819	00001	163.50		163.50
119301	BONDURANT, CHRIS DMD MD PC	251 6216616	00001	146.00		146.00
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00001	42.48		42.48
127597	LABORATORY CORP OF AMERICA HOL		00001	694.80		694.80
133583	BENSON, ROBIN G	251 6564681	00001	64.47		64.47
136207	SHERWIN WILLIAMS - SPANISH FOR		00001	53.60		53.60
136872	LOWE'S - DAPHNE	6217620	00001	293.61		293.61
138958	PAUL, TRAVIS MD PC	251 5804243	00001	125.00		125.00
140142	VICKREY, JOIE L	251 6565792	00001	104.64		104.64
140679	BRYARS, DONNA G	251 9372796	00001	49.92		49.92
148734	AIRGAS USA, LLC - PO'S		00001	112.35		112.35
148890	LITTLE BITTY'S TOWING LLC	2519438908	00001	961.00		961.00
150287	BAY MINETTE LAND CO		00001	1,000.00		1,000.00
155037	OTIS ELEVATOR CO		00001	3,870.00		3,870.00
157294	ADAMS AND REESE LLP	504 5813234	00001	6,000.00		6,000.00
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	3,353.28		3,353.28
158983	CRESCENT SALES	888 8564516	00001	83.97	2.03-	86.00
160995	KINGS III OF AMERICA INC	800 3546473	00001	278.20		278.20
161111	BRANTLEY'S TIRES OF BAY MINETT	9371011	00001	36.44		36.44
162616	SWEAT TIRE - BAY MINETTE	5808473	00001	119.90		119.90
164321	JUBILEE GLASS LLC	7161195	00001	530.00		530.00
165665	BALDWIN EYE CLINIC		00001	120.00		120.00
166975	TSA INC	205 7339111	00001	12,889.32		12,889.32
169771	BLACKBURN & CONNER PC		00001	5,413.29		5,413.29
170641	B & D AUTOMOTIVE	9474400	00001	57.88		57.88
174473	WASTE PRO OF FLORIDA	850 4740800	00001	196.42		196.42
180154	MOTOROLA SOLUTIONS INC**		00001	22,700.80		22,700.80
180278	TIG - TECHNOLOGY INTEGRATION G	251 445 0665/131	00001	418.20		418.20
180505	CHUCK STEVENS CHEVROLET	251 937 1500	00001	281.36		281.36

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
180573	DANA SAFETY SUPPLY INC	800 845 0045	00001	2,179.00			2,179.00
180990	NEOPOST USA INC		00001	2,862.33			2,862.33
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00001	63,228.53			63,228.53
181241	FASTENAL - BAY MINETTE	251 580 5305	00001	72.10			72.10
181276	LUCAS, LOREN BOWMAN	251 2691157	00001	58.00			58.00
181386	BATES, CRYSTAL NICOLE	251 2133890	00001	6.70			6.70
181474	L A SHOWERS & GLASS LLC	251 583 7782	00001	1,380.00			1,380.00
181489	COASTAL OCCUPATIONAL MEDICINE		00001	135.00			135.00
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	2,208.25	14.38-		2,222.63
181787	SHARP ELECTRONICS CORPORATION		00001	10,819.17	10,819.17		
181921	ALABAMA COASTAL RADIOLOGY	251 460-0326	00001	322.69			322.69
181922	EMERGENCY SERVICES OF MOBILE	877 248-4846	00001	698.52			698.52
182049	GWYNN, HEATHER A	251 643-5348	00001	35.00			35.00
182229	INFORMATION TRANSPORT SOLUTION		00001	8,573.58			8,573.58
182243	M & A SUPPLY - MOBILE	251 660 0975	00001	1,494.82			1,494.82
183058	BALDWIN COUNTY VICTORY POLARIS	251 964 2777	00001	334.99			334.99
183476	SOUTHERN CARLSON SYSTEMS	303 574 1500	00001	581.35			581.35
184294	PRINT SHOP, THE	251 937 1772	00001	1,737.50			1,737.50
184300	TAYLOR, HEATHER EMMONS	251 423-7090	00001	28.34			28.34
184332	ACTION SCREEN PRINTING	251 284 1675	00001	120.00			120.00
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00001	220.80			220.80
185084	POWER SYSTEMS OF MS	228 818 8315	00001	360.00			360.00
185252	AUTO ZONE - ROBERTSDALE BCC		00001	87.11			87.11
185294	DAY, LYNN H	251 2135418	00001	113.36			113.36
185396	MAC'S AUTOGLASS LLC	251 228 2744	00001	245.00			245.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	11,279.79	2,590.95-		13,870.74
186326	QCHC INC		00001	18,071.93			18,071.93
187049	INDUSTRIAL BOILER & MECHANICAL	251 629 1117	00001	1,126.46			1,126.46
187112	QUEST DIAGNOSTICS		00001	783.53			783.53
187490	NATIONAL TOOL WAREHOUSE		00001	321.70			321.70
187624	IDEA SIGNS & GRAPHICS	251 929 4055	00001	42.40			42.40
187957	KEY, VICTORIA ASHTON	251 599-4600	00001	36.10			36.10
187992	STRONG, KENNETH EVERETT	251 509-2561	00001	51.00			51.00
188241	NBI PHYSICIAN ASSOCIATES		00001	428.79			428.79
188705	KELLEY BROS HARDWARE		00001	2,187.00			2,187.00
189062	JOHNSON CONTROLS - PO'S	205 948 3187	00001	2,484.26			2,484.26
189222	KENNEDY, WILLIAM D (R)		00001	52.11			52.11
	General Fund		00001	546,597.01	288,609.41		257,987.60
14038	BALDWIN CNTY HEALTH DEPT	251 9476206	00102	470,396.42	470,396.42		
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00102	7.40			7.40



Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
	Health Tax Fund		00102	470,403.82	470,396.42		7.40
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00103	3.98			3.98
	County Transportation Fund		00103	3.98			3.98
48004	BAY MINETTE POSTMASTER		00104	100.00			100.00
182679	BUSBY, GUY LAWRENCE	251 945-6244	00104	246.34			246.34
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00104	29.50			29.50
	Legislative Del Off Fund		00104	375.84			375.84
34850	GRAHAM, DANA L	251 6893129	00105	15.54			15.54
40026	NORTH BALDWIN INFIRMARY		00105	630.25			630.25
40654	MCKEE FOODS CORP		00105	238.56			238.56
84216	W W GRAINGER - FOR PO'S	251 661-1035	00105	79.20			79.20
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00105	1.09			1.09
102111	DAIRY FRESH OF AL (DOTHAN)	334 7925114	00105	806.64	.22-		806.86
115852	DADE PAPER & BAG CO	251 9641500	00105	275.40			275.40
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00105	2,538.25			2,538.25
162801	COMPLETE SAFETY WORKS INC	251 4796788	00105	157.50			157.50
181787	SHARP ELECTRONICS CORPORATION		00105	314.11	314.11		
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00105	33.98	4.21-		38.19
186326	QCHC INC		00105	4,568.30			4,568.30
189062	JOHNSON CONTROLS - PO'S	205 948 3187	00105	750.00			750.00
	Juvenile Detention Fac Fund		00105	10,408.82	309.68		10,099.14
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00106	480.56			480.56
68275	CORLEY AUTO CARE	251 9371700	00106	150.00			150.00
75053	GAYLORD BROTHERS	800 4486160	00106	39.72			39.72
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00106	11.08			11.08
111510	ALLIANCE PUBLISHING GROUP		00106	850.00			850.00
136207	SHERWIN WILLIAMS - SPANISH FOR		00106	73.98			73.98
143790	EAST BAY ENGRAVING	251 9281770	00106	85.00			85.00
164321	JUBILEE GLASS LLC	7161195	00106	212.00			212.00
184294	PRINT SHOP, THE	251 937 1772	00106	2,085.75			2,085.75
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00106	84.39			84.39
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00106	128.00			128.00
	Baldwin Co Archives Fund		00106	4,200.48			4,200.48
10432	ADT SECURITY SERVICES INC ***		00109	58.89			58.89
14006	BLOSSMAN GAS - FOLEY	251 9435759	00109	92.67			92.67
54042	SWEAT TIRE - ROBERTSDALE		00109	979.03			979.03
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00109	26.25	9.95-		36.20
87716	LOWE'S FOLEY - 057700034	9705307	00109	264.74			264.74
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00109	99.88			99.88
113371	WITTICHEN SUPPLY-FOLEY	251 9432001PH	00109	304.01			304.01

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
115852	DADE PAPER & BAG CO	251 9641500	00109	117.48			117.48
181787	SHARP ELECTRONICS CORPORATION		00109	217.81	217.81		
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00109	488.41			488.41
187703	PORTER ROOFING CONTRACTORS INC	668 2298	00109	19,850.00			19,850.00
187808	MISSISSIPPI MOSQUITO CONTROL L	504 366 0084	00109	14,374.00			14,374.00
187817	MWI ANIMAL HEALTH	800 762 4800/2485	00109	1,472.90			1,472.90
187850	HENRY SCHEIN ANIMAL HEALTH	614 761 9095	00109	169.34			169.34
188103	HAPPY ACRES VETERINARY CLINIC		00109	899.00			899.00
188391	HILL'S PET NUTRITION INC		00109	441.92			441.92
188882	ROBERTSDALE ANIMAL CLINIC		00109	560.00			560.00
189299	ANIMAL CONTROL TRAINING SERVIC		00109	290.00	290.00		
	Animal Shelter		00109	40,706.33	497.86		40,208.47
10044	ASSN OF COUNTY COMMISSIONERS		00111	237.75			237.75
14005	BALDWIN EMC	251 9890118	00111	5,088.07			5,088.07
14006	BLOSSMAN GAS - FOLEY	251 9435759	00111	26.16			26.16
14075	BEARD EQUIPMENT - PARTS ***	4561993	00111	1,574.00			1,574.00
14488	BLACKLIDGE EMULSIONS INC	800 8663878	00111	1,173.76	1.05-		1,174.81
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00111	91.65			91.65
21209	DUTCHMAN'S LAWN & GARDEN	251 9437043	00111	139.96			139.96
25048	EQUIPMENT SALES CO	251 9375313	00111	3,046.89			3,046.89
32045	HOSEA O. WEAVER & SON INC	251 3423025	00111	7,078.80			7,078.80
40589	MOBILE ASPHALT CO LLC	251 4080770	00111	14,967.65			14,967.65
43932	EVANS MFG	251 6336008	00111	3,520.60			3,520.60
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00111	23.99			23.99
51040	ROBERTSDALE POWER EQUIPMENT		00111	245.37			245.37
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00111	620.70			620.70
54076	GCR TIRE & SERVICE - MOBILE	251 4579915	00111	1,950.06			1,950.06
57071	THOMPSON TRACTOR CO	334 6265100	00111	6,033.58			6,033.58
65007	VULCAN SIGNS	334 9431541	00111	77.10			77.10
65234	UNITED REFRIGERATION		00111		155.40-		155.40
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00111	153.32			153.32
81752	RDA SERVICE COMPANY	251-866-2800	00111	2,439.80			2,439.80
83660	ALABAMA PIPE & SUPPLY CO INC	251 6531399	00111	6,979.20			6,979.20
84216	W W GRAINGER - FOR PO'S	251 661-1035	00111	8,148.86			8,148.86
86191	WARRINER CONSTRUCTION	6091226	00111	5,450.00			5,450.00
87767	JANI KING OF MOBILE	504 4419700	00111	888.56			888.56
90034	PATTERSON STARTER ALTERNATOR	251 6754780	00111	280.00			280.00
95071	FLEETPRIDE - PO	251 4382489	00111	372.79			372.79
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00111	312.56			312.56
98597	BALDWIN TRACTOR - PURCHASES	9474171	00111	5,565.02			5,565.02

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00111	483.49		483.49
100474	AL STATE DEPT OF TRANSPORTATIO		00111	397.76		397.76
101135	MOMAR INC - PO'S	251 4223496	00111	203.99		203.99
104707	CAT RENTAL STORE, THE	251 4521180PH	00111	7,740.00	8,148.45-	15,888.45
105435	CINTAS FIRST AID & SAFETY	251 4437301	00111	66.68		66.68
106219	MIKE HOFFMAN'S EQUIPMENT SERV	251 6668994	00111	378.60		378.60
110162	ZACK LONG DIRT PIT	251 9371441	00111	441.00		441.00
113603	BAY AREA PRINTING & GRAPHICS S	850 4336864	00111	262.00		262.00
121355	AUTO ZONE - FOLEY	9431635	00111	59.76		59.76
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00111	132.42		132.42
127343	SANGSTER, LISA O	251 9473608	00111	19.00		19.00
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00111	208.20		208.20
133920	C & H CONSTRUCTION SERVICES	6256892	00111	9,986.00		9,986.00
136872	LOWE'S - DAPHNE	6217620	00111	33.40		33.40
143642	JACE CHANDLER - PO'S	205 8797336	00111	360.00		360.00
144784	LOXLEY CWC GENERAL FUND	251 9645044	00111	6,630.00		6,630.00
147125	STOCKTON EQUIPMENT CO	251 5803811	00111	2,176.86		2,176.86
148734	AIRGAS USA, LLC - PO'S		00111	1,475.78		1,475.78
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	2,136.18		2,136.18
166975	TSA INC	205 7339111	00111	1,808.09		1,808.09
169455	W H THOMAS OIL CO INC	205 7552610	00111	1,372.50		1,372.50
172718	LYLE MACHINERY CO - MOBILE	3382555	00111	1,612.87		1,612.87
175855	UNIVERSITY OF FLORIDA - MCTRAN	800 2261013	00111	500.00		500.00
181284	SANDY SANSING FORD	251 626 7777	00111	150.00		150.00
181306	COBLENTZ EQUIPMENT & PARTS CO	334 286 9999	00111	14,777.00		14,777.00
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00111	211.68		211.68
181574	O'REILLY AUTO PARTS-FIRST CALL		00111	319.84		319.84
181787	SHARP ELECTRONICS CORPORATION		00111	2,095.29	2,095.29	
182059	SUNSOUTH LLC	251 943 5091	00111	3,058.25		3,058.25
184603	ANDREW'S DIESEL & AUTOMOTIVE	251 591 1596	00111	88.00		88.00
185252	AUTO ZONE - ROBERTSDALE BCC		00111	44.99		44.99
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00111	6,429.18	861.74-	7,290.92
185973	GULF CITY BODY & TRAILER WORKS		00111	60.00		60.00
186715	CHAMBERS GLASS	251 964 2298	00111	125.00		125.00
187849	MOTT MACDONALD CONSULTANTS INC	251 343 4366	00111	30,673.57		30,673.57
189142	S C STAGNER CONTRACTING INC		00111	23,490.00		23,490.00
	7 Cent Gasoline Tax Fund		00111	196,493.58	7,071.35-	203,564.93
10225	UNIV AUBURN-GOVERNMENTAL SERV	251 8444782/HALEYCT	00120	700.00		700.00
	R					
64397	LONG'S HUMAN RESOURCE SERVICE		00120	1,789.46		1,789.46

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
94060	CHUCK STEVENS AUTO INC		00120	612.40		612.40
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00120	31.12		31.12
161111	BRANTLEY'S TIRES OF BAY MINETT	9371011	00120	63.45		63.45
181787	SHARP ELECTRONICS CORPORATION		00120	546.58	546.58	
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00120	2,442.23	4.41-	2,446.64
	Reappraisal Fund		00120	6,185.24	542.17	5,643.07
143	SECTION 18 TRANSPORTATION FUND	251 9370355	00140	4,971.00		4,971.00
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00140	1.25		1.25
115852	DADE PAPER & BAG CO	251 9641500	00140	225.02		225.02
133604	PETTY CASH - KELLY CHILDRESS		00140	18.15		18.15
158051	4IMPRINT INC	877 4467746	00140	305.05	32.90-	337.95
181787	SHARP ELECTRONICS CORPORATION		00140	143.96	143.96	
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	87.20		87.20
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00140	935.97		935.97
	Council on Aging Fund		00140	6,687.60	111.06	6,576.54
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00143	7.90		7.90
40125	MCKINNEY PETROLEUM EQT INC	251 6618800PHONE	00143	62.50		62.50
48182	ROBERTSDALE POSTMASTER		00143	150.00		150.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	530.14		530.14
57327	TONY'S TOWING INC	251 9287334	00143	617.50		617.50
79396	BEHAVIORAL HEALTH SYSTEMS INC		00143	285.00		285.00
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00143	9.00	35.10-	44.10
87089	PRECISION AUTO GLASS - DAPHNE	251 6211500	00143	263.95		263.95
87716	LOWE'S FOLEY - 057700034	9705307	00143	94.99		94.99
94060	CHUCK STEVENS AUTO INC		00143	719.57		719.57
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00143	553.83		553.83
108880	SPIVEY & CO LLC (BALDWIN TOW		00143	165.00		165.00
115852	DADE PAPER & BAG CO	251 9641500	00143	266.94		266.94
117823	SOUTHERN DISTRIBUTION OF MOBILE	251 4714500	00143	418.16		418.16
136872	LOWE'S - DAPHNE	6217620	00143	47.49		47.49
146675	STEWART, RONALD B	251 5804156	00143	58.50		58.50
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIBSON	00143	121.41		121.41
164321	JUBILEE GLASS LLC	7161195	00143	3,474.00		3,474.00
181787	SHARP ELECTRONICS CORPORATION		00143	325.70	325.70	
181834	CASADAY, JAMES OWEN	251 2130070	00143	200.00		200.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00143	974.47		974.47
187695	CINTAS LOCATION #211 - PURCHASE	251 443 7301	00143	250.00		250.00
	Section 18 Fund		00143	9,596.05	290.60	9,305.45
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00144	50.79		50.79

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00144	406.80		406.80
27012	GRAYBAR ELECTRIC CO INC **	251 6666600**	00144	265.78		265.78
87767	JANI KING OF MOBILE	504 4419700	00144	207.96		207.96
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00144	368.90		368.90
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00144	27.70		27.70
116020	PARTS MASTER	800 3360450	00144	481.55		481.55
144784	LOXLEY CWC GENERAL FUND	251 9645044	00144	1,440.00		1,440.00
148734	AIRGAS USA, LLC - PO'S		00144	555.95		555.95
161111	BRANTLEY'S TIRES OF BAY MINETT	9371011	00144	52.65		52.65
181899	SUBURBAN PROPANE - PO'S - DO N		00144	190.39		190.39
189255	HARRISON, CECILIA (R)		00144	500.00		500.00
	Parks Fund		00144	4,548.47		4,548.47
182056	SISLAK, SARAH HART	251 2133709	00146	90.48		90.48
	Eastern Shore Metro Planning O		00146	90.48		90.48
123781	REGIONS BANK CORP TRUST		00304	1,075.00		1,075.00
	Debt Service Fund		00304	1,075.00		1,075.00
14075	BEARD EQUIPMENT - PARTS ***	4561993	00510	1,455.97		1,455.97
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00510	74.78		74.78
19039	COWIN EQUIPMENT CO - MOBILE	6334020	00510	820.00		820.00
21209	DUTCHMAN'S LAWN & GARDEN	251 9437043	00510	197.44		197.44
27691	COASTAL MACHINERY CO	850 9442002	00510	67.72		67.72
40589	MOBILE ASPHALT CO LLC	251 4080770	00510	53,495.24		53,495.24
48258	PRO-CHEM INC		00510	399.80		399.80
48262	PIGGLY WIGGLY - BAY MINETTE	251 9377865	00510	315.36		315.36
48298	POSTMARK INK	251 9281095	00510	950.00		950.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00510	679.43	18.00-	697.43
51040	ROBERTSDALE POWER EQUIPMENT		00510	767.88		767.88
51288	ROTO-ROOTER		00510	140.00		140.00
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00510	1,166.28		1,166.28
55343	VERMEER SALES & SERVICE - PO'	205 8419895	00510	180.79		180.79
57071	THOMPSON TRACTOR CO	334 6265100	00510	7,723.69	6,530.23-	14,253.92
57327	TONY'S TOWING INC	251 9287334	00510	120.00		120.00
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00510	82.69		82.69
84216	W W GRAINGER - FOR PO'S	251 661-1035	00510	2,918.42		2,918.42
87716	LOWE'S FOLEY - 057700034	9705307	00510	108.95	123.15-	232.10
89375	PITTMAN TRACTOR CO INC	6213555	00510	2,450.00		2,450.00
89762	MOBILE PRESS REGISTER (SUBSCRI		00510	239.20		239.20
95071	FLEETPRIDE - PO	251 4382489	00510	1,482.15		1,482.15
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00510	253.98		253.98
104096	AL STATE DEPT OF AGRICULTURE &		00510	20.00		20.00

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
105435	CINTAS FIRST AID & SAFETY	251 4437301	00510	151.28			151.28
115852	DADE PAPER & BAG CO	251 9641500	00510	446.22			446.22
128080	KENWORTH OF ALABAMA (PARTS ONL	251 9574000P	00510	490.55			490.55
144944	GRAHAM, TERRI L	251 6260479	00510	1,846.11			1,846.11
149690	McGRIFF TIRE CO INC (PO'S ONL		00510	706.70			706.70
158107	KIMBALL MIDWEST - PO	PO ONLY	00510	249.60			249.60
162940	OFFICE PRIDE		00510	1,380.00			1,380.00
172718	LYLE MACHINERY CO - MOBILE	3382555	00510	77.74			77.74
180999	PETROLEUM TRADERS CORPORATION	348-3705/1002	00510	3,355.36			3,355.36
181489	COASTAL OCCUPATIONAL MEDICINE		00510	105.00			105.00
181787	SHARP ELECTRONICS CORPORATION		00510	873.57	873.57		
182059	SUNSOUTH LLC	251 943 5091	00510	124.02			124.02
183656	MOBILE MACHINE AND HYDRAULICS		00510	579.98			579.98
184603	ANDREW'S DIESEL & AUTOMOTIVE	251 591 1596	00510	436.15			436.15
185084	POWER SYSTEMS OF MS	228 818 8315	00510	360.00			360.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00510	446.97	48.13-		495.10
186800	PIGGLY WIGGLY FOLEY #474	855 584 3744	00510	729.00			729.00
186802	PIGGLY WIGGLY LOXLEY #472	855 584 3744	00510	553.72			553.72
187492	SHORELINE ENVIRONMENTAL INC	251 960 5505	00510	110.00			110.00
	Solid Waste Fund		00510	89,131.74	5,845.94-		94,977.68
10304	ATCO MANUFACTURING - PO	3421057	00511	312.35			312.35
19009	CAMPBELL HARDWARE & SUPPLY CO	9472291	00511	58.39	17.43-		75.82
21179	DAVISON OIL COMPANY INC	334 633-4444	00511	1,804.27			1,804.27
27242	GULF COAST TRUCK & EQUIPMENT	634 4762744	00511	726.75			726.75
40019	MOYER FORD SALES INC	334 9431661	00511	60.41			60.41
48298	POSTMARK INK	251 9281095	00511	1,449.40			1,449.40
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00511	575.09	18.00-		593.09
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	770.23			770.23
54076	GCR TIRE & SERVICE - MOBILE	251 4579915	00511	6,348.18	150.00-		6,498.18
57038	TRACTOR & EQUIPMENT CO - MOBIL		00511	114.60			114.60
57071	THOMPSON TRACTOR CO	334 6265100	00511	14,298.24			14,298.24
62623	EMPIRE TRUCK SALES INC	251 3300088PH	00511	3,112.39			3,112.39
65234	UNITED REFRIGERATION		00511	355.04			355.04
84216	W W GRAINGER - FOR PO'S	251 661-1035	00511	515.62			515.62
91555	METALS USA	251 4564531	00511	2,868.00			2,868.00
95071	FLEETPRIDE - PO	251 4382489	00511	8,918.12	801.75-		9,719.87
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00511	258.78			258.78
103000	OTTO ENVIRONMENTAL SYSTEMS	678-4327558PH	00511	26,079.20			26,079.20
105435	CINTAS FIRST AID & SAFETY	251 4437301	00511	55.22			55.22
115852	DADE PAPER & BAG CO	251 9641500	00511	307.83			307.83

Supplier			Co	Balance Open	Aging			
Number	Name	Phone Number			Current	1 - 0	Over 0	
128080	KENWORTH OF ALABAMA (PARTS ONE)	9574000P	00511	493.47				493.47
136872	LOWE'S - DAPHNE	6217620	00511	223.40				223.40
159767	CORE COMPUTING SOLUTIONS INC -		00511	1,141.03				1,141.03
170536	SOUTHDATA INC *	251 3437616	00511	5,202.22				5,202.22
181787	SHARP ELECTRONICS CORPORATION		00511	779.21	779.21			
183314	CASCADE ENGINEERING INC	203 695 1130	00511	7,428.00				7,428.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00511	200.16	6.43-			206.59
185640	WIRE INDUSTRIES LLC	770 507 5700	00511	766.73				766.73
189224	METZ, LISA (R)		00511	16.00				16.00
189225	BEECH, MIKE (R)		00511	63.00				63.00
189226	MATSON, BRIAN & SHERRI (R)		00511	24.10				24.10
189227	PAREKH, HEMAL (R)		00511	30.00				30.00
189228	GAMBLE, RENEE (R)		00511	30.00				30.00
189229	HUGHES, TAFT (R)		00511	30.00				30.00
189230	HESTER, KEVIN & JACQUELYN (R)		00511	30.00				30.00
189231	RODDENBERRY, TONYA (R)		00511	30.00				30.00
189232	CRIGLER, SARAH A (R)		00511	14.00				14.00
189233	CASTILLOW, BRITTANY (R)		00511	14.00				14.00
189234	JOHNSON, BRUCE ESTATE OF (R)		00511	48.00				48.00
189235	HURTADO, HUGO (R)		00511	48.00				48.00
189236	RUSSELL, BERNARD ESTATE OF (R)		00511	80.00				80.00
189237	DAVIS, DALE (R)		00511	16.00				16.00
189238	HICKMAN, GERALD & MARIE (R)		00511	16.00				16.00
189239	SALTER, DESIREE & HEATHER ADAM		00511	46.00				46.00
189240	GESTEWITZ, RICHARD (R)		00511	46.00				46.00
189241	COATE, JAMES & KELSEY (R)		00511	30.00				30.00
189242	ENGLISH, JASON (R)		00511	30.00				30.00
189243	BIGSBY, ROBERT & CINDEE (R)		00511	30.00				30.00
189244	JORDAN, ELIZABETH (R)		00511	30.00				30.00
189245	ZELLNER, TARRAH (R)		00511	30.00				30.00
189246	WOLF, MARCUS & JOYCE (R)		00511	16.00				16.00
189247	PARKER, AARON (R)		00511	46.00				46.00
189248	FAIRHOPE DENTISTRY (R)		00511	51.00				51.00
189257	HALL, WANDA GLENN (R)		00511	16.00				16.00
189258	PULKA, SHAWN & BRUNA (R)		00511	32.00				32.00
189259	HOPPER, JOHN W & DANA J (R)		00511	32.00				32.00
189260	MURRAY, JUSTIN & LEANNE (R)		00511	32.00				32.00
189261	RUTTER, CHARLES & CHRISTINE (R)		00511	32.00				32.00
189262	ORR, DANIEL R (R)		00511	46.00				46.00
189263	HOPKINS, AUSTIN & LAUREN (R)		00511	46.00				46.00

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
189264	KELLER, DANIEL M (R)		00511	16.00		16.00
189265	SARVER, AMANDA P (R)		00511	16.00		16.00
189266	DAMSKY, TERRY (R)		00511	16.00		16.00
189267	VILLALPANDO, IGNACIO (R)		00511	30.00		30.00
189268	MCAULEY, DJ & AMANDA (R)		00511	30.00		30.00
189269	MARS, BRADLEY ALLEN (R)		00511	30.00		30.00
189270	CATTELL, CYNTHIA (R)		00511	30.00		30.00
189271	WEBB, VALERIE (R)		00511	30.00		30.00
189272	TAYLOR, RICKY L (R)		00511	62.00		62.00
189273	GOULART, PAUL A (R)		00511	32.00		32.00
189274	PARKER, JENNIE (R)		00511	14.00		14.00
189275	BOGLE, JOHN D (R)		00511	30.00		30.00
189277	PHOENIX PHARMA LLC (R)		00511	32.00		32.00
189278	REYNOLDS, WALKER (R)		00511	46.00		46.00
189279	HILD, JAMES (R)		00511	37.00		37.00
189280	SHERRILL, BRITNEY (R)		00511	30.00		30.00
189281	ANDREWS, M DAWN (R)		00511	16.00		16.00
189282	BEAL, ALLISON (R)		00511	30.00		30.00
189283	AGUILAR, MARICELA (R)		00511	51.00		51.00
189284	CROWELL, ANDREW (R)		00511	62.00		62.00
189285	FONDE, ALLEN (R)		00511	32.00		32.00
189286	MCCORMICK, TREY & KINDRA (R)		00511	46.00		46.00
189287	SANDERS, AMY (R)		00511	14.00		14.00
189288	CROWER, JOHN ESTATE OF (R)		00511	30.00		30.00
189289	WALDEN, MELANIE A (R)		00511	32.00		32.00
189290	CURRENS, WOOD & JENNIFER (R)		00511	16.00		16.00
189291	DAVIS, CARLA (R)		00511	16.00		16.00
189292	SNS NAILS & SPA		00511	10.00		10.00
	Solid Waste Collection Fund		00511	87,138.43	214.40-	87,352.83
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00708	139.98		139.98
86609	CULLIGAN WATER SYSTEMS OF MOBILE	6752697	00708	22.00	46.00-	68.00
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00708	12.68		12.68
99320	INFIRMARY OCCUPATIONAL HEALTH	4333781	00708	95.00		95.00
147707	INTOXIMETERS INC	314 4294000	00708	486.50		486.50
160506	ADORAMA CAMERA INC	888 5822500	00708	575.85		575.85
181574	O'REILLY AUTO PARTS-FIRST CALL		00708	9.84		9.84
184294	PRINT SHOP, THE	251 937 1772	00708	25.00		25.00
	Community Corrections		00708	1,366.85	46.00-	1,412.85
189221	MORRIS, MICHAEL RAY (R)		00730	19.00		19.00
	Fiduciary Fund		00730	19.00		19.00



Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
54037	SOUTH ALABAMA REGIONAL	334 4336541	00740	372.60		372.60
56709	BAY AREA REPORTING INC	251 660-0889	00740	150.00		150.00
61663	ADMINISTRATIVE OFFICE OF COURT		00740	81,253.34		81,253.34
116169	GANEY, BRENDA Q		00740	3,333.30		3,333.30
130948	ALABAMA ASSN OF CIRCUIT JUDGES		00740	1,000.00		1,000.00
147766	RIEBEN, TAMMY J (R)		00740	576.30		576.30
180834	COX, DEANNA VICICH		00740	525.00		525.00
181809	RUFFIN, LORI G		00740	82.50		82.50
183533	HUDSON, PAULETTE		00740	66.00		66.00
184294	PRINT SHOP, THE	251 937 1772	00740	912.00		912.00
184466	CANDY WOOD, INC	251 604-1737	00740	150.00		150.00
185506	SMITH, CHARLOTTE K		00740	181.50		181.50
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00740	177.00		177.00
	Law Library Fund		00740	88,779.54		88,779.54
19009	CAMPBELL HARDWARE & SUPPLY CO	9472291	00790	16.98		16.98
	Self Insurance Trust		00790	16.98		16.98
Grand Total(s)			00790	1,563,825.24	747,579.51	816,245.73

R5504311  
BCC0001

Baldwin County Commission  
Manual Payment Journal

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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....				G/L		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken			G/L Distribution						
G/L Bank Account 00018481						Cash	Batch Number	2840199	Type	M	Date	8/29/2018	User ID	SGRANT				
PN	9204337			9/4/2018	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116				219,720.22-						D	
PV	468801	00001	001	8/29/2018		7312018A	CASUAL SALES TAX; JULY 2018											
						Cash	00018481					219,720.22-	AA					
PN	9204337			9/4/2018	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116				8,801,122.60-						D	
PV	468990	00001	001	8/29/2018		8292018	SALES/USE TAX											
						Cash	00018481					8,801,122.60-	AA					
PN	9204337			9/4/2018	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116				1,162,703.29-						D	
PV	468990	00001	002	8/29/2018		8292018	SALES/USE TAX											
						Cash	00018481					1,162,703.29-	AA					
Totals for Bank Account											10,183,546.11-	10,183,546.11-						
Totals for Batch											10,183,546.11-	10,183,546.11-						
User Total											10,183,546.11-	10,183,546.11-						
Grand Total											10,183,546.11-	10,183,546.11-						



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0852, **Version:** 1

**Item #:** EA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Kimberly Creech, Clerk/Treasurer  
Eva Cutsinger, Senior Accountant

**Submitted by:** Sharon Grant, Accounts Payable Supervisor

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### **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 \$1,745,446.80 (one million, seven hundred forty-five thousand, four hundred forty-six dollars and eighty 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  
September 4, 2018**

<b>Vendor Summary</b>		<b>Totals</b>	<b>Brief Description</b>
1	AL CHILD SUPPORT PAYMENT CTR	2,815.27	Payroll
2	AL STATE DEPT OF REVENUE	510.41	Payroll
3	ALABAMA WIDESPREAD HOLDINGS LLC	22,185.71	Land Redemption
4	AT&T	4,329.93	Telephone
5	AT&T	346.81	Telephone
6	AT&T MOBILITY	3,082.75	Telephone
7	AUSTILL, JERE III	5,084.43	Land Redemption
8	BALDWIN CNTY COMMISSION-DENTAL	10,845.50	Payroll
9	BALDWIN CNTY COMMISSION-HEALTH	64,432.97	Payroll
10	BALDWIN CNTY SEWER SERVICE LLC	1,507.29	Utilities
11	BALDWIN CNTY SHERIFF'S OFFICE	509,406.29	Payroll
12	BALDWIN EMC	2,197.00	Utilities
13	BATA, JOSEPH JR & MONICA RUTH	4,048.00	ROW Acquisition
14	BAY MINETTE POSTMASTER	90.00	Postage
15	BLUE CROSS & BLUE SHIELD OF AL	264,950.39	Payroll
16	BURGETT, DANIEL & DIANE	1,089.00	ROW Acquisition
17	CANOPY INVESTMENT COMPANY LLC	1,593.24	Land Redemption
18	CENTURYLINK	2,963.73	Telephone
19	CENTURYLINK	1,486.50	Telephone
20	COLEMAN, ANDREA LYNN	286.33	Land Redemption
21	DALLAS CNTY CIRCUIT CLERK	276.70	Payroll
22	DANIEL O'BRIEN	2,345.39	Payroll
23	DEPT OF CHILDREN & FAMILY SVC	308.20	Payroll
24	FAIRHOPE, CITY OF	9,810.59	Utilities
25	FLEXIBLE BENEFITS	9,819.30	Payroll
26	FNA 2018-1 LLC	141,369.78	Land Redemption
27	FRONTIER COMMUNICATIONS	62.62	Telephone
28	GUARDIAN TAX AL LLC	53,000.00	Land Redemption
29	HARBOR COMMUNICATIONS LLC	3,557.87	Telephone
30	IRS-TAX PAYMENT	220,347.42	Payroll
31	JODY W CAMPBELL, CIRCUIT CLERK	427.83	Payroll
32	JUDICIAL RETIREMENT FUND	916.28	Payroll
33	MERCURY FUNDING, LLC	202,567.67	Land Redemption
34	NATIONWIDE RETIREMENT SOLUTIONS	9,809.01	Payroll
35	NORTH BALDWIN UTILITIES	25,231.84	Utilities
36	RIVIERA UTILITIES	4,181.58	Utilities
37	ROCKY TOP PROPERTIES, LLC	5,656.67	Land Redemption
38	SOUTHERN LINC WIRELESS	5,884.28	Telephone
39	STAFFORD, LAURA	933.00	Solid Waste Refund
40	STATE OF FLORIDA DISBURSEMENT UNIT	116.31	Payroll
41	STOVALL, GABRIEL K	2,301.66	Land Redemption
42	SYMBOL HEALTH SOLUTIONS LLC	17,981.37	Payroll
43	TENNESSEE CHILD SUPPORT	138.00	Payroll
44	THORNTON, TANYA W	20.00	Payroll
45	US BANK CUST TOWER DB VIII TRUST 2018-1	112,037.99	Land Redemption
46	VERIZON WIRELESS	12,964.11	Telephone
47	WEEKS, RICKY	16.00	Solid Waste Refund
48	WHITE, AMANDA R	113.78	Payroll
<b>Grand Total</b>		<b>1,745,446.80</b>	

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken									
G/L Bank Account 00018481						Cash	Batch Number	2839973	Type	M	Date	8/15/2018	User ID	RBENSON			
PN	9204324			8/15/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,489.50-				D	
PV	467853	00790	001	8/15/2018		42257 999 8102018	WEEK: 08/06/18-08/10/18										
						Cash	00018481					1,489.50-	AA				
PN	9204324			8/15/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,937.72-				D	
PV	467853	00790	002	8/15/2018		42257 999 8102018	WEEK: 08/06/18-08/10/18										
						Cash	00018481					2,937.72-	AA				
PN	9204324			8/15/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					185.50-				D	
PV	467853	00790	003	8/15/2018		42257 999 8102018	WEEK: 08/06/18-08/10/18										
						Cash	00018481					185.50-	AA				
PN	9204324			8/15/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					553.53-				D	
PV	467853	00790	004	8/15/2018		42257 999 8102018	WEEK: 08/06/18-08/10/18										
						Cash	00018481					553.53-	AA				
PN	9204324			8/15/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					101,186.85-				D	
PV	467853	00790	005	8/15/2018		42257 999 8102018	WEEK: 08/06/18-08/10/18										
						Cash	00018481					101,186.85-	AA				
PN	9204324			8/15/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					9,273.65-				D	
PV	467853	00790	006	8/15/2018		42257 999 8102018	WEEK: 08/06/18-08/10/18										
						Cash	00018481					9,273.65-	AA				
PN	9204324			8/15/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,092.02-				D	
PV	467853	00790	007	8/15/2018		42257 999 8102018	WEEK: 08/06/18-08/10/18										
						Cash	00018481					1,092.02-	AA				
Totals for Bank Account												116,718.77-	116,718.77-				

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
14397	AT&T MOBILITY (WIRELESS) **		00001	2,968.72		2,968.72
19021	FAIRHOPE, CITY OF (UTILITIES)		00001	9,472.14	9,472.14	
54017	AT&T (BELLSOUTH)*		00001	3,637.06		3,637.06
61111	CENTURYLINK(GULF TELEPHONE CO		00001	1,486.50		1,486.50
62367	SOUTHERN LINC WIRELESS		00001	181.79	49.37-	231.16
152240	VERIZON WIRELESS **		00001	6,084.17		6,084.17
155408	HARBOR COMMUNICATIONS LLC	6621532	00001	3,557.87		3,557.87
	General Fund		00001	27,388.25	9,422.77	17,965.48
19021	FAIRHOPE, CITY OF (UTILITIES)		00104	60.47	60.47	
48004	BAY MINETTE POSTMASTER		00104	90.00		90.00
152240	VERIZON WIRELESS **		00104	51.79		51.79
	Legislative Del Off Fund		00104	202.26	60.47	141.79
14397	AT&T MOBILITY (WIRELESS) **		00105	77.60		77.60
152240	VERIZON WIRELESS **		00105	207.16		207.16
	Juvenile Detention Fac Fund		00105	284.76		284.76
152240	VERIZON WIRELESS **		00106	67.17		67.17
	Baldwin Co Archives Fund		00106	67.17		67.17
152240	VERIZON WIRELESS **		00109	258.95		258.95
	Animal Shelter		00109	258.95		258.95
14005	BALDWIN EMC	251 9890118	00111	91.00	91.00	
14397	AT&T MOBILITY (WIRELESS) **		00111	36.43		36.43
51003	RIVIERA UTILITIES		00111	1,356.53	1,356.53	
54017	AT&T (BELLSOUTH)*		00111	531.96		531.96
62367	SOUTHERN LINC WIRELESS		00111	2,573.39	3.57-	2,576.96
152240	VERIZON WIRELESS **		00111	2,513.52		2,513.52
	7 Cent Gasoline Tax Fund		00111	7,102.83	1,443.96	5,658.87
152240	VERIZON WIRELESS **		00120	1,202.11		1,202.11
	Reappraisal Fund		00120	1,202.11		1,202.11
14005	BALDWIN EMC	251 9890118	00140	162.00	162.00	
19003	NORTH BALDWIN UTILITIES		00140	17.68	17.68	
54017	AT&T (BELLSOUTH)*		00140	160.91		160.91
152240	VERIZON WIRELESS **		00140	91.80		91.80
	Council on Aging Fund		00140	432.39	179.68	252.71
19021	FAIRHOPE, CITY OF (UTILITIES)		00143	277.98	277.98	
62367	SOUTHERN LINC WIRELESS		00143	1,337.41		1,337.41
152240	VERIZON WIRELESS **		00143	499.93		499.93
183959	THORNTON, TANYA W	256 493-6161	00143	20.00	20.00	
	Section 18 Fund		00143	2,135.32	297.98	1,837.34
14005	BALDWIN EMC	251 9890118	00144	76.00	76.00	
19003	NORTH BALDWIN UTILITIES		00144	141.14	141.14	

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
62367	SOUTHERN LINC WIRELESS		00144	362.43		362.43
152240	VERIZON WIRELESS **		00144	175.30		175.30
	Parks Fund		00144	754.87	217.14	537.73
152240	VERIZON WIRELESS **		00146	103.58		103.58
	Eastern Shore Metro Planning O		00146	103.58		103.58
14005	BALDWIN EMC	251 9890118	00510	64.00	64.00	
62367	SOUTHERN LINC WIRELESS		00510	634.12		634.12
152240	VERIZON WIRELESS **		00510	556.13		556.13
	Solid Waste Fund		00510	1,254.25	64.00	1,190.25
62367	SOUTHERN LINC WIRELESS		00511	795.14		795.14
152240	VERIZON WIRELESS **		00511	1,130.54		1,130.54
189220	WEEKS, RICKY (R)		00511	16.00		16.00
	Solid Waste Collection Fund		00511	1,941.68		1,941.68
165235	MERCURY FUNDING, LLC		00725	202,567.67		202,567.67
188810	US BANK CUST TOWER DB VIII TRU		00725	79,882.57		79,882.57
	Land Redemption Fund		00725	282,450.24		282,450.24
Grand Total(s)			00725	325,578.66	11,686.00	313,892.66



Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	4,642.88	4,642.88		
36240	JUDICIAL RETIREMENT FUND		00001	916.28	916.28		
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	347.08	347.08		
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,020.00	4,020.00		
184047	O'BRIEN, DANIEL		00001	368.30	368.30		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	26,298.54	26,298.54		
	General Fund		00001	36,593.08	36,593.08		
717	FLEXIBLE BENEFITS	251 9370264	00103	41.67	41.67		
112221	CAMPBELL, JODY W CIRCUIT CLERK		00103	292.40	292.40		
180373	BALDWIN CNTY COMMISSION - DENT		00103	31.50	31.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00103	351.32	351.32		
	County Transportation Fund		00103	716.89	716.89		
112221	CAMPBELL, JODY W CIRCUIT CLERK		00104	105.07	105.07		
180373	BALDWIN CNTY COMMISSION - DENT		00104	21.00	21.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00104	136.83	136.83		
	Legislative Del Off Fund		00104	262.90	262.90		
717	FLEXIBLE BENEFITS	251 9370264	00105	48.76	48.76		
54555	AL STATE DEPT OF REVENUE	205 2421220	00105	205.55	205.55		
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	683.07	683.07		
180373	BALDWIN CNTY COMMISSION - DENT		00105	413.50	413.50		
184047	O'BRIEN, DANIEL		00105	274.61	274.61		
186456	BALDWIN CNTY COMMISSION - HEAL		00105	1,874.08	1,874.08		
	Juvenile Detention Fac Fund		00105	3,499.57	3,499.57		
717	FLEXIBLE BENEFITS	251 9370264	00106	72.92	72.92		
180373	BALDWIN CNTY COMMISSION - DENT		00106	44.00	44.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00106	396.93	396.93		
	Baldwin Co Archives Fund		00106	513.85	513.85		
180373	BALDWIN CNTY COMMISSION - DENT		00109	138.50	138.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00109	482.73	482.73		
	Animal Shelter		00109	621.23	621.23		
717	FLEXIBLE BENEFITS	251 9370264	00111	2,011.07	2,011.07		
54555	AL STATE DEPT OF REVENUE	205 2421220	00111	304.86	304.86		
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	1,119.58	1,119.58		
148216	FLORIDA, STATE OF DISBURSEMENT		00111	116.31	116.31		
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,507.00	2,507.00		
184047	O'BRIEN, DANIEL		00111	420.46	420.46		
186456	BALDWIN CNTY COMMISSION - HEAL		00111	14,732.01	14,732.01		
189015	DEPARTMENT OF CHILDREN AND FAM		00111	308.20	308.20		
	7 Cent Gasoline Tax Fund		00111	21,519.49	21,519.49		
717	FLEXIBLE BENEFITS	251 9370264	00120	639.53	639.53		

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
180373	BALDWIN CNTY COMMISSION - DENT		00120	625.50	625.50		
184047	O'BRIEN, DANIEL		00120	299.99	299.99		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	3,517.14	3,517.14		
	Reappraisal Fund		00120	5,082.16	5,082.16		
717	FLEXIBLE BENEFITS	251 9370264	00140	307.51	307.51		
180373	BALDWIN CNTY COMMISSION - DENT		00140	174.00	174.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00140	856.48	856.48		
	Council on Aging Fund		00140	1,337.99	1,337.99		
717	FLEXIBLE BENEFITS	251 9370264	00143	720.88	720.88		
180373	BALDWIN CNTY COMMISSION - DENT		00143	730.00	730.00		
184047	O'BRIEN, DANIEL		00143	289.84	289.84		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	4,064.34	4,064.34		
	Section 18 Fund		00143	5,805.06	5,805.06		
717	FLEXIBLE BENEFITS	251 9370264	00144	27.09	27.09		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	113.54	113.54		
180373	BALDWIN CNTY COMMISSION - DENT		00144	329.50	329.50		
184047	O'BRIEN, DANIEL		00144	423.69	423.69		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	1,667.35	1,667.35		
	Parks Fund		00144	2,561.17	2,561.17		
717	FLEXIBLE BENEFITS	251 9370264	00146	41.67	41.67		
180373	BALDWIN CNTY COMMISSION - DENT		00146	21.00	21.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00146	337.02	337.02		
	Eastern Shore Metro Planning O		00146	399.69	399.69		
717	FLEXIBLE BENEFITS	251 9370264	00510	737.95	737.95		
112221	CAMPBELL, JODY W CIRCUIT CLERK		00510	30.36	30.36		
180373	BALDWIN CNTY COMMISSION - DENT		00510	606.50	606.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	3,488.36	3,488.36		
	Solid Waste Fund		00510	4,863.17	4,863.17		
717	FLEXIBLE BENEFITS	251 9370264	00511	527.37	527.37		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	552.00	552.00		
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,183.50	1,183.50		
184047	O'BRIEN, DANIEL		00511	268.50	268.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00511	6,229.84	6,229.84		
188524	TENNESSEE CHILD SUPPORT		00511	138.00	138.00		
188650	DALLAS CNTY CIRCUIT CLERK		00511	276.70	276.70		
	Solid Waste Collection Fund		00511	9,175.91	9,175.91		
Grand Total(s)			00511	92,952.16	92,952.16		

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Document Payment				Date Payment	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher				Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		15,696.04-	AA				
PN	9204326			8/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,752.22-					D	
PV	468390	00790	009	8/22/2018		42257 999 8172018	WEEK: 08/13/18-08/17/18							
						Cash	00018481		1,752.22-	AA				
PN	9204326			8/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	346.50-					D	
PV	468390	00790	010	8/22/2018		42257 999 8172018	WEEK: 08/13/18-08/17/18							
						Cash	00018481		346.50-	AA				
PN	9204326			8/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	62,087.18					D	
PV	468390	00790	011	8/22/2018		42257 999 8172018	WEEK: 08/13/18-08/17/18							
						Cash	00018481		62,087.18	AA				
PN	9204326			8/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,004.80					D	
PV	468390	00790	012	8/22/2018		42257 999 8172018	WEEK: 08/13/18-08/17/18							
						Cash	00018481		1,004.80	AA				
PN	9204326			8/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,756.30					D	
PV	468390	00790	013	8/22/2018		42257 999 8172018	WEEK: 08/13/18-08/17/18							
						Cash	00018481		2,756.30	AA				
Totals for Bank Account								71,788.79-	71,788.79-					
Totals for Batch								71,788.79-	71,788.79-					
User Total								71,788.79-	71,788.79-					
Grand Total								71,788.79-	71,788.79-					



Document				Date	Co.	Name	Address	Number	Amounts				G/L		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment	Voucher	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Account	Number	Payment Amount	Discount Taken		Distribution					
G/L Bank Account				00018481			Cash		Batch Number	2840095	Type	M	Date	8/22/2018	User ID	RBENSON			
PN	9204328				8/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,092.20-				D		
PV	468426	00790	001		8/22/2018		42257 998 8102018	WEEK: 08/06/18-08/10/18											
							Cash		00018481					1,092.20-	AA				
PN	9204328				8/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					538.60-				D		
PV	468426	00790	002		8/22/2018		42257 998 8102018	WEEK: 08/06/18-08/10/18											
							Cash		00018481					538.60-	AA				
PN	9204328				8/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					195.70-				D		
PV	468426	00790	003		8/22/2018		42257 998 8102018	WEEK: 08/06/18-08/10/18											
							Cash		00018481					195.70-	AA				
PN	9204328				8/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					59,628.84-				D		
PV	468426	00790	004		8/22/2018		42257 998 8102018	WEEK: 08/06/18-08/10/18											
							Cash		00018481					59,628.84-	AA				
PN	9204328				8/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					6,989.58-				D		
PV	468426	00790	005		8/22/2018		42257 998 8102018	WEEK: 08/06/18-08/10/18											
							Cash		00018481					6,989.58-	AA				
PN	9204328				8/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					732.41-				D		
PV	468426	00790	006		8/22/2018		42257 998 8102018	WEEK: 08/06/18-08/10/18											
							Cash		00018481					732.41-	AA				
Totals for Bank Account											69,177.33-		69,177.33-						
Totals for Batch											69,177.33-		69,177.33-						
User Total											69,177.33-		69,177.33-						

..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....				G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken				Distribution					
G/L Bank Account 00018481						Cash	Batch Number	2840067	Type	M	Date	8/22/2018	User ID	DGBRYARS			
PN	9204325			8/24/2018	00001	IRS-TAX PAYMENT	54188					4,752.04-					
T7	467894	00001	001	8/24/2018		0820188434810	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00001	IRS-TAX PAYMENT	54188					3,045.26-					
T7	467909	00001	001	8/24/2018		082018843489	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00001	IRS-TAX PAYMENT	54188					26,730.79-					
T7	468063	00001	001	8/24/2018		082118112214110	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00001	IRS-TAX PAYMENT	54188					50,640.48-					
T7	468064	00001	001	8/24/2018		082118112214111	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00103	IRS-TAX PAYMENT	54188					224.75-					
T7	468065	00103	001	8/24/2018		082118112214112	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00103	IRS-TAX PAYMENT	54188					381.00-					
T7	468066	00103	001	8/24/2018		082118112214113	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00104	IRS-TAX PAYMENT	54188					388.18-					
T7	468067	00104	001	8/24/2018		082118112214114	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00104	IRS-TAX PAYMENT	54188					659.68-					
T7	468068	00104	001	8/24/2018		082118112214115	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00105	IRS-TAX PAYMENT	54188					1,674.49-					
T7	468069	00105	001	8/24/2018		082118112214116	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00105	IRS-TAX PAYMENT	54188					3,980.36-					
T7	468070	00105	001	8/24/2018		082118112214117	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00106	IRS-TAX PAYMENT	54188					112.79-					
T7	468071	00106	001	8/24/2018		082118112214118	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00106	IRS-TAX PAYMENT	54188					799.80-					
T7	468072	00106	001	8/24/2018		082118112214119	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00109	IRS-TAX PAYMENT	54188					1,153.21-					
T7	468074	00109	001	8/24/2018		082118112214120	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00109	IRS-TAX PAYMENT	54188					2,133.30-					
T7	468075	00109	001	8/24/2018		082118112214121	636001408 Payroll Taxes										
PN	9204325			8/24/2018	00111	IRS-TAX PAYMENT	54188					16,602.11-					

..... Document Payment .....				Date	Co.	Name	Address Number	..... Amounts .....						
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
T7	468076	00111	001	8/24/2018		082118112214122	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00111	IRS-TAX PAYMENT	54188	34,045.62-						
T7	468077	00111	001	8/24/2018		082118112214123	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00120	IRS-TAX PAYMENT	54188	5,388.63-						
T7	468078	00120	001	8/24/2018		082118112214124	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00120	IRS-TAX PAYMENT	54188	9,976.54-						
T7	468079	00120	001	8/24/2018		082118112214125	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00140	IRS-TAX PAYMENT	54188	728.83-						
T7	468080	00140	001	8/24/2018		082118112214126	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00140	IRS-TAX PAYMENT	54188	1,749.74-						
T7	468081	00140	001	8/24/2018		082118112214127	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00143	IRS-TAX PAYMENT	54188	4,275.07-						
T7	468082	00143	001	8/24/2018		082118112214128	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00143	IRS-TAX PAYMENT	54188	9,396.12-						
T7	468083	00143	001	8/24/2018		082118112214129	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00144	IRS-TAX PAYMENT	54188	1,510.23-						
T7	468085	00144	001	8/24/2018		082118112214130	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00144	IRS-TAX PAYMENT	54188	3,670.54-						
T7	468086	00144	001	8/24/2018		082118112214131	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00146	IRS-TAX PAYMENT	54188	217.13-						
T7	468087	00146	001	8/24/2018		082118112214132	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00146	IRS-TAX PAYMENT	54188	513.82-						
T7	468088	00146	001	8/24/2018		082118112214133	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00510	IRS-TAX PAYMENT	54188	5,061.51-						
T7	468089	00510	001	8/24/2018		082118112214134	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00510	IRS-TAX PAYMENT	54188	9,931.66-						
T7	468090	00510	001	8/24/2018		082118112214135	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00511	IRS-TAX PAYMENT	54188	6,461.64-						
T7	468091	00511	001	8/24/2018		082118112214136	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00511	IRS-TAX PAYMENT	54188	14,017.08-						



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Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
T7	468092	00511	001	8/24/2018		082118112214137	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00740	IRS-TAX PAYMENT	54188	20.06-						
T7	468093	00740	001	8/24/2018		082118112214138	636001408 Payroll Taxes							
PN	9204325			8/24/2018	00740	IRS-TAX PAYMENT	54188	104.96-						
T7	468094	00740	001	8/24/2018		082118112214139	636001408 Payroll Taxes							
Totals for Bank Account								220,347.42-						
Totals for Batch								220,347.42-						
User Total								220,347.42-						
Grand Total								220,347.42-						

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
19003	NORTH BALDWIN UTILITIES		00001	24,844.86	24,844.86	
27007	CENTURYLINK (GULFTEL) **		00001	2,572.42		2,572.42
51003	RIVIERA UTILITIES		00001	170.84	170.84	
54257	FRONTIER COMMUNICATIONS		00001	62.62		62.62
63589	AT&T (BELLSOUTH)**		00001	346.81		346.81
152240	VERIZON WIRELESS **		00001	21.96		21.96
	General Fund		00001	28,019.51	25,015.70	3,003.81
27007	CENTURYLINK (GULFTEL) **		00109	42.79		42.79
97691	BALDWIN CNTY SEWER SERVICE LLC		00109	508.94	508.94	
	Animal Shelter		00109	551.73	508.94	42.79
14005	BALDWIN EMC	251 9890118	00111	143.00	143.00	
27007	CENTURYLINK (GULFTEL) **		00111	85.26		85.26
51003	RIVIERA UTILITIES		00111	2,641.21	2,641.21	
97691	BALDWIN CNTY SEWER SERVICE LLC		00111	228.90	228.90	
189249	BURGETT, DANIEL & DIANE		00111	1,089.00		1,089.00
189252	BATA, JOSEPH JR & MONICA RUTH		00111	4,048.00		4,048.00
	7 Cent Gasoline Tax Fund		00111	8,235.37	3,013.11	5,222.26
14005	BALDWIN EMC	251 9890118	00140	282.00	282.00	
27007	CENTURYLINK (GULFTEL) **		00140	45.37		45.37
	Council on Aging Fund		00140	327.37	282.00	45.37
19003	NORTH BALDWIN UTILITIES		00143	144.18	144.18	
51003	RIVIERA UTILITIES		00143	13.00	13.00	
	Section 18 Fund		00143	157.18	157.18	
14005	BALDWIN EMC	251 9890118	00144	994.00	994.00	
97691	BALDWIN CNTY SEWER SERVICE LLC		00144	114.45	114.45	
	Parks Fund		00144	1,108.45	1,108.45	
14005	BALDWIN EMC	251 9890118	00510	385.00	385.00	
27007	CENTURYLINK (GULFTEL) **		00510	217.89		217.89
97691	BALDWIN CNTY SEWER SERVICE LLC		00510	655.00	655.00	
	Solid Waste Fund		00510	1,257.89	1,040.00	217.89
175337	WHITE, AMANDA R	251 5337325	00511	113.78		113.78
189223	STAFFORD, LAURA (R)		00511	933.00		933.00
	Solid Waste Collection Fund		00511	1,046.78		1,046.78
19003	NORTH BALDWIN UTILITIES		00708	83.98	83.98	
	Community Corrections		00708	83.98	83.98	
186426	GUARDIAN TAX AL LLC		00720	53,000.00		53,000.00
	Excess From Land Sales Fund		00720	53,000.00		53,000.00
174019	AUSTILL, JERE III	251 6267972	00725	5,084.43		5,084.43
183258	ALABAMA WIDESPREAD HOLDINGS LL		00725	22,185.71		22,185.71
184449	ROCKY TOP PROPERTIES, LLC		00725	5,656.67		5,656.67

Supplier			Aging					
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
187158	CANOPY INVESTMENT COMPANY LLC		00725	1,593.24				1,593.24
187167	STOVALL, GABRIEL K (GABE'S AUT		00725	2,301.66				2,301.66
188810	US BANK CUST TOWER DB VIII TRU		00725	32,155.42				32,155.42
189250	FNA 2018-1 LLC		00725	141,369.78				141,369.78
189251	COLEMAN, ANDREA LYNN		00725	286.33				286.33
	Land Redemption Fund		00725	210,633.24				210,633.24
186451	SYMBOL HEALTH SOLUTIONS LLC		00790	17,981.37				17,981.37
	Self Insurance Trust		00790	17,981.37				17,981.37
Grand Total(s)			00790	322,402.87	31,209.36			291,193.51

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts					G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken							
G/L Bank Account 00018481						Cash	Batch Number	2840136	Type	M	Date	8/27/2018	User ID	RBENSON	
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,042.70-		D	
PV	468658	00790	001	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18								
						Cash	00018481						1,042.70-	AA	
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,297.52-		D	
PV	468658	00790	002	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18								
						Cash	00018481						2,297.52-	AA	
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					169.00-		D	
PV	468658	00790	003	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18								
						Cash	00018481						169.00-	AA	
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					201.50-		D	
PV	468658	00790	004	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18								
						Cash	00018481						201.50-	AA	
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					182.40-		D	
PV	468658	00790	005	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18								
						Cash	00018481						182.40-	AA	
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					467.17-		D	
PV	468658	00790	006	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18								
						Cash	00018481						467.17-	AA	
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					64.00		D	
PV	468658	00790	007	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18								
						Cash	00018481						64.00	AA	
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					21.00		D	
PV	468658	00790	008	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18								

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		21.00	AA				
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	37,054.25-				D		
PV	468658	00790	009	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18							
						Cash	00018481		37,054.25-	AA				
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,973.58-				D		
PV	468658	00790	010	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18							
						Cash	00018481		1,973.58-	AA				
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	207.75-				D		
PV	468658	00790	011	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18							
						Cash	00018481		207.75-	AA				
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	173.25-				D		
PV	468658	00790	012	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18							
						Cash	00018481		173.25-	AA				
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	29,022.19				D		
PV	468658	00790	013	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18							
						Cash	00018481		29,022.19	AA				
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,851.35				D		
PV	468658	00790	014	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18							
						Cash	00018481		2,851.35	AA				
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,790.97				D		
PV	468658	00790	015	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18							
						Cash	00018481		2,790.97	AA				
PN	9204333			8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2.61				D		
PV	468658	00790	016	8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18							

..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment	Voucher	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L				
					Voucher		Account Description	Account Number	Discount Taken	Distribution				
							Cash	00018481		2.61	AA			
PN	9204333				8/27/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,751.50			D		
PV	468658	00790	017		8/24/2018		42257 998 8172018	WEEK: 08/13/18-08/17/18						
							Cash	00018481		1,751.50	AA			
Totals for Bank Account									7,265.50-	7,265.50-				
Totals for Batch									7,265.50-	7,265.50-				
User Total									7,265.50-	7,265.50-				
Grand Total									7,265.50-	7,265.50-				

..... Document .....				Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....					G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item				Payment Amount Discount Taken							
G/L Bank Account 00018481					Cash	Batch Number	2840170	Type	M	Date	08/28/18	User ID	ECUTSINGER	
PN	9204334			08/28/18	00001	NATIONWIDE RETIREMENT SOLUTION 40627	125.00-						D	
T7	467906	00001	001	08/24/18	082018843486	NACO PPE 081918								
					Cash	00018481						125.00-	AA	
PN	9204334			08/28/18	00001	NATIONWIDE RETIREMENT SOLUTION 40627	4,006.51-						D	
T7	468271	00001	001	08/24/18	08211811221474	NACO PPE 081918								
					Cash	00018481						4,006.51-	AA	
PN	9204334			08/28/18	00105	NATIONWIDE RETIREMENT SOLUTION 40627	63.00-						D	
T7	468272	00105	001	08/24/18	08211811221475	NACO PPE 081918								
					Cash	00018481						63.00-	AA	
PN	9204334			08/28/18	00111	NATIONWIDE RETIREMENT SOLUTION 40627	4,475.00-						D	
T7	468273	00111	001	08/24/18	08211811221476	NACO PPE 081918								
					Cash	00018481						4,475.00-	AA	
PN	9204334			08/28/18	00120	NATIONWIDE RETIREMENT SOLUTION 40627	585.00-						D	
T7	468274	00120	001	08/24/18	08211811221477	NACO PPE 081918								
					Cash	00018481						585.00-	AA	
PN	9204334			08/28/18	00143	NATIONWIDE RETIREMENT SOLUTION 40627	195.00-						D	
T7	468275	00143	001	08/24/18	08211811221478	NACO PPE 081918								
					Cash	00018481						195.00-	AA	
PN	9204334			08/28/18	00144	NATIONWIDE RETIREMENT SOLUTION 40627	90.00-						D	
T7	468276	00144	001	08/24/18	08211811221479	NACO PPE 081918								
					Cash	00018481						90.00-	AA	
PN	9204334			08/28/18	00510	NATIONWIDE RETIREMENT SOLUTION 40627	74.50-						D	
T7	468278	00510	001	08/24/18	08211811221480	NACO PPE 081918								

R5504311  
BCC0001

Baldwin County Commission  
Manual Payment Journal

08/28/18 6:17:28  
Page - 2

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		74.50-	AA				
PN	9204334			08/28/18	00511	NATIONWIDE RETIREMENT SOLUTION	40627	195.00-				D		
T7	468279	00511	001	08/24/18		08211811221481	NACO PPE 081918							
						Cash	00018481		195.00-	AA				
						Totals for Bank Account		9,809.01-	9,809.01-					
						Totals for Batch		9,809.01-	9,809.01-					
						User Total		9,809.01-	9,809.01-					
						Grand Total		9,809.01-	9,809.01-					





# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0874, **Version:** 1

**Item #:** GE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

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

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG18-37 - Provision of Closed Top Recycling Roll Off Containers for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of closed top recycling roll off containers; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

**LEGAL IMPACT**

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

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 09/04/2018

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

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

Mail Bid

**Additional instructions/notes:** N/A

### **BID #WG18-37 SPECIFICATIONS**

These specifications describe closed top recycling container of the roll-off type with the following minimum specifications necessary to perform the work assigned. The containers shall be capable of transporting recyclable materials including but not limited to mixed paper products, cardboard, aluminum cans, steel cans, plastic jugs, plastic bottles, and various other recyclable materials to a landfill, transfer station, or recycling center. The manufacturer shall have produced this type of equipment for a period of at least five (5) years.

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete working unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, subassemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this Invitation to Bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-1992.

The apparent silence of this specification and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All interpretation of the specification shall be made upon the basis of this statement.

This bid is for a **one (1) calendar year**. Calendar year will begin the day of bid award.

### **Warranty**

Bidder shall provide a copy of the manufacturer's normal warranty for the product.

### **Parts Manual**

Bidder shall furnish a complete parts, maintenance, and operator's manual with each container sold.

### **Roll-Off Containers Specifications**

Capacity: 30 cubic yards minimum

Rectangular Container Body with 3" Rise Roof

Overall dimensions – approximately 22 ft long x 8ft wide x 68" side height inside / 80" side height outside to top rail (83" overall height with roof)

Straight Sides (**Tapered or Sloped sides will NOT be accepted**)

3 x 5 vertical channels / ribs on 38" centers

Straight front with doghouse around cable hook

Roof Construction: 12-gauge steel minimum

Three (3) compartments separated by two (2) hinged and pinned dividers

Eight (8) 30" x 30" sliding plastic doors (4 on each side). Load height of sliding plastic doors to be approximately 48" from ground to sliding plastic door openings

Floor Construction: 10-gauge steel minimum

Main Rails - 2" x 6" tubing 3/16" wall, with 1-1/2" solid bull nose

Cross members: 3" channel 4.1 lb/ft on 16" center minimum with two (2) gussets per cross member

Ground Wheel- (4) 8 x 6 ground wheels with grease fittings  
Cable Hook - 1.5" hook integrated and welded into substructure cross members  
Nose Rollers- 4" diameter x 6" long with recessed grease fittings  
Side and divider construction: 12-gauge steel minimum  
Rear Door: 12-gauge "Floor Ride" Gate w/ "debris guard" plate with 3 heavy duty hinges with grease fittings on each hinge.  
Lever latch and lockable discharge door  
Primed and painted on interior and exterior  
Exterior Paint Color: Forest Green  
Asphalt- Coal Tar Blend protective coating on exterior understructure  
Continuous welds interior providing water tight construction  
**Must be compatible with "Galbreath" roll-off system**  
Two (2) dividers for a total of 3 compartments (see attached drawing)  
Rear Compartment: approximately 134" long

- Rear compartment will have two (2) sliding plastic doors each side sliding opposite directions
- Opening size of rear compartment doors: approximately 60" wide x 30" tall

Middle compartment: approximately 80" long

- Middle compartment will have one (1) 30" x 30" sliding plastic door on each side

Front compartment: approximately 50" long

- Front compartment will have one (1) 30" x 30" sliding plastic door on each side

**SEE ATTACHED DRAWING**

**BID #WG18-37 RESPONSE FORM**

Closed Top Recycling Roll-Off Containers

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Company Rep \_\_\_\_\_  
\_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_ or X  
Yes No

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

\_\_\_\_\_  
Financing Agency Authorized Signature

**Make/Model:** \_\_\_\_\_

**Amount Bid: \$** \_\_\_\_\_ **each**

**Lots of 10: \$** \_\_\_\_\_

**Lots of 20: \$** \_\_\_\_\_

Brochures showing the equipment offered shall be attached to this Response Form.

Number of drop away partitions: two (2)

<div>50 inches</div>	<div>80inches</div>	<div>134 inches</div>

264 inches

Rear Door



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0897, **Version:** 1

**Item #:** GM1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Kimberly Creech, Clerk/Treasurer

**Submitted by:** Kimberly Creech, Clerk/Treasurer

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### **ITEM TITLE**

IRS Audit General Obligation Warrants, Series 2013

### **STAFF RECOMMENDATION**

Related to the IRS Audit General Obligation Warrants, Series 2013, take the following actions:

1. Authorize the chairman to sign IRS Form 2848, Power of Attorney and Declaration of Representative; and
2. Authorize Lee Birchall, Bradley Arant Boult Cummings LLP to be the Baldwin County Commission's Legal Representative with this IRS audit; and
3. Authorize chairman to sign all documents related to this audit.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** Baldwin County Commission received a letter from the Department of the Treasury Internal Revenue Service Tax Exempt and Government Entities on August 24, 2018. (See attached) They have selected the General Obligation Warrants, Series 2013 for an audit. Lee Birchall has been contacted to help gather information for this audit. The deadline to have all documents submitted to the IRS is September 20, 2018.

The IRS Form 2848, Power of Attorney and Declaration of Representative is being prepared by bond counsel. At the time of preparing this agenda the original was not available. The IRS form 2848 does have confidential information on the document.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$1,500.00

**Budget line item(s) to be used:** 51975.5154

**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 has prepared IRS form 2848

**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:** September 4, 2018

**Individual(s) responsible for follow up:** Kimberly Creech, Clerk/Treasurer and Administration.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Lee Birchall, Partner, Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203-2119

**Additional instructions/notes:** N/A





Department of the Treasury  
Internal Revenue Service  
**Tax Exempt and Government Entities**  
1110 Montlamar Drive, Room 300  
Mobile, AL 36609

Baldwin County, Alabama  
Attn: J. Tucker Dorsey, Commissioner  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

RECEIVED  
AUG 24 2018

Date: 8/23/2018  
Person to contact / ID number: Richard Wilder  
Employee ID number: 72-20057  
Contact telephone number: (251) 341-5923  
Contact fax number: (251) 341-5905  
Manager's name / ID number: Derek Knight  
Manager ID number: 1000284925  
Manager's telephone number: (720) 956-4606  
Form: 8038-G  
Issue date: 2/21/2013

BY: [Signature] 4BCC  
RC  
KC  
JMac

Re: \$21,111,125 General Obligation Warrants, Series 2013

Dear Mr. Dorsey:

**Why you're receiving this letter**

We selected your debt issuance named above (Bonds) for audit.

**Why we selected this debt issuance**

We routinely examine municipal debt issuances to determine compliance with federal tax requirements. There are several ways we select a municipal debt issuance for examination. We may select it as part of an initiative, project or referral, due to a questionable or unusual item on the return, or as a random selection. We use a centralized case selection and review process to enhance consistency of enforcement activities, and to focus resources on areas having the most positive impact on municipal debt issuances. Our tasks include identifying areas of noncompliance, developing corrective strategies, and assisting with those strategies.

**Information document request**

We are enclosing Form 4564, *Information Document Request*, listing the items I need to conduct the audit. If you have questions about this request, need more time to provide certain items, or want to suggest alternatives to certain documents or information, you can call me.

**Your rights as a taxpayer**

Publication 1, *Your Rights as a Taxpayer*, includes information about your rights as a taxpayer, the audit process, and procedures required for third-party contacts. Take a few minutes to read it. Some aspects of audits of tax-advantaged Bonds are different from those described in Publication 1.

**Audit process**

I'll review the information you provide and contact you with any questions I have or if I need additional information. I may need to interview someone familiar with the Bonds. If I need to tour the bond-financed facilities, I'll schedule a visit with you.

After completing my review, I'll discuss my findings with you and explain if the tax-advantaged status of your Bonds is affected. Many cases involve no proposed changes to the Bonds' status. If I find potential problems with the Bonds' qualification, I'll explain your options to resolve the problems without affecting the holders of the Bonds.

If you don't agree with my determination, I'll prepare written findings and explain the appeal procedures. You can request a conference with my manager or an IRS Appeals official because a final adverse determination may impact the holders of the Bonds.

### **Representation**

The IRS handles your tax return information, including this audit, confidentially. You can have someone represent you during any part of the audit, or you can authorize me to disclose information to another party who is not your representative. If you want someone to represent you, provide a completed Form 2848, *Power of Attorney and Declaration of Representative*, to me. If you want to authorize someone else to receive confidential information during this audit, provide a completed Form 8821, *Tax Information Authorization*, to me. Both Forms 2848 and 8821 are available at [www.irs.gov/forms-&-pubs](http://www.irs.gov/forms-&-pubs). I enclosed special instructions to assist you in completing the **Taxpayer Information** and **Tax Matters** sections of Forms 2848 and 8821 for municipal debt issuances.

### **Communication**

You can call me to discuss any potential issues and keep me informed of unavoidable delays, and I'll do likewise. The audit will proceed faster if we address questions and concerns, and provide information to each other in a timely manner. You can also speak to my manager at any time. My manager's name and telephone number are listed at the top of this letter.

Thank you for your cooperation in this matter.

Sincerely,



Richard Wilder  
Internal Revenue Agent, Tax Exempt Bonds

Enclosures:  
Form 4564  
Publication 1  
Supplemental instructions for completing Form 2848 or 8821  
Publication 5295

<b>Form 4564</b>	<b>Department of the Treasury Internal Revenue Service Information Document Request</b>	<b>Request Number</b>  01
<b>To:</b> Baldwin County, AL		<b>Subject:</b> Examination of the tax- advantaged status of the Bonds described below
		<b>Submitted to:</b> J. Tucker Dorsey, Commissioner
		<b>Dates of Previous Requests:</b> N/A

**Description of Documents Requested:**

**Re:** \$21,111,125 General Obligation Warrants, Series 2013

Our records indicate that the Bonds or a portion of the Bonds were defeased in connection with a deliberate action that would otherwise have resulted in a violation of the compliance requirement for tax exemption on the Bonds. One of the purposes of this examination is to ascertain compliance with the Federal tax requirements applicable to the remedial action provisions of the Treasury Regulations.

Please provide the following requested information by the date indicated below. If you have questions about the information requested or you will not be able to provide the information by the date specified, please contact the requestor identified below. Providing as many of the documents as possible on a rewritable CD or other electronic media will facilitate the examination process.

Also, refer to the enclosed IRS Secure Messaging flyer. If you are interested in giving Secure Messaging a try, please contact Richard Wilder at (251) 341-5923 for further details.

- (1) A description, including amounts, of the current status of all of the Bonds. (i.e., outstanding, retired, refunded, defeased, etc.)
- (2) A copy of the escrow agreement and the date it was funded.
- (3) Any notices to the market concerning the defeasance or any early redemption of the defeased Bonds.
- (4) If any of the Bonds have been refunded, please identify the CUSIP numbers for the refunding bonds, and provide copies of the offering documents used in connection with the sale of the refunding bonds if not available on the MSRB-EMMA website and any verification report created if the refunding transaction was an advance refunding.
- (5) A schedule of the total interest expense paid on the Bonds from the issue date to

<b>Information Due By</b>	<u>9/20/2018</u>	<b>At Next Appointment</b>		<b>Mail In</b>	<input checked="" type="checkbox"/>
<b>FROM</b>	Name and Title of Requestor Richard Wilder, Internal Revenue Agent <i>Richard Wilder</i>				Date: 8/23/2018
	Employee Number: 72-20057				
	Office Location: 1110 Montlimar Drive, Room 300 Mobile, AL 36609				Phone: Voice: (251) 341-5923  FAX: (251) 341-5905

<b>Form 4564</b>	<b>Department of the Treasury Internal Revenue Service Information Document Request</b>	<b>Request Number</b>  01
<b>To:</b> Baldwin County, AL		<b>Subject:</b> Examination of the tax- advantaged status of the Bonds described below
		<b>Submitted to:</b> J. Tucker Dorsey, Commissioner
		<b>Dates of Previous Requests:</b> N/A

**Description of Documents Requested:**

- the most recent interest payment date.
- (6) A copy of the bond resolution, trust indenture or other documentation that sets forth the statement of the purpose for which the Bonds were issued, including identification of the section or page in the document containing such statement.
  - (7) A copy of any feasibility studies or X associated with the Bond financed assets.
  - (8) A copy of the allocation of bond proceeds and any other moneys to the assets funded.
  - (9) A detailed statement as to the deliberate action that led to the establishment of a defeasance escrow, including
    - a description of the action,
    - a listing of the parties involved,
    - any relationships between the parties,
    - the date of the deliberate action, and
    - the circumstances which led to the deliberate action
  - (10) Identify any disposition proceeds associated with the deliberate action and provide an analysis of those funds, including investments or expenditures of such funds that were not deposited in the escrow agreement.
  - (11) Copies of contracts associated with the sale, lease or management of Bond financed assets which are associated with the deliberate action.
  - (12) A copy of the bond resolution, trust indenture or other documentation that sets forth the redemption provisions for the Bonds, including identification of the section or page in the document containing such provisions.
  - (13) Provide a calculation of the amount of bonds determined to be nonqualified including, if applicable, your calculation of private business use.
  - (14) Provide a calculation of the allocation of the nonqualified bond amount to the outstanding bonds to be redeemed, including your rationale for the allocation, e.g., pro-rata, longest maturities, etc.

<b>Information Due By</b>	<u>9/20/2018</u>	<b>At Next Appointment</b>		<b>Mail In</b>	<input checked="" type="checkbox"/>
<b>FROM</b>	Name and Title of Requestor Richard Wilder, Internal Revenue Agent Employee Number: 72-20057				Date: 8/23/2018
	Office Location: 1110 Montlimar Drive, Room 300 Mobile, AL 36609				
	Phone: Voice: (251) 341-5923 FAX: (251) 341-5905				

<b>Form 4564</b>	<b>Department of the Treasury Internal Revenue Service Information Document Request</b>	<b>Request Number</b>  01
<b>To:</b> Baldwin County, AL		<b>Subject:</b> Examination of the tax- advantaged status of the Bonds described below
		<b>Submitted to:</b> J. Tucker Dorsey, Commissioner
		<b>Dates of Previous Requests:</b> N/A

**Description of Documents Requested:**

**Arbitrage and Yield Restriction**

- (15) Please provide a copy of the latest rebate report prepared for the bond issue described above.
- (16) Please provide a copy of the latest Form 8038-T, if filed.

**Power of Attorney**

- (17) Please complete and email or fax Form 2848 if you intend to have a representative handle this examination. (See enclosure on proper completion of Form 2848 for tax exempt bond examinations)

The information requested is to assist us in determining compliance of your bond issue with the relevant tax-exempt bond provisions of IRC sections 103, and 141 through 150 of the Internal Revenue Code.

Additional information may be requested at a later date if needed.

Information provided in response to this information request will be reviewed within ten business days of receipt. I will advise you whether your response is complete at that time.

<b>Information Due By</b> 9/20/2018		<b>At Next Appointment</b>	<b>Mail In</b>	<b>X</b>
<b>FROM</b>	Name and Title of Requestor Richard Wilder, Internal Revenue Agent Employee Number: 72-20057			Date: 8/23/2018
	Office Location: 1110 Montlimar Drive, Room 300 Mobile, AL 36609			
	Phone: Voice: (251) 341-5923 FAX: (251) 341-5905			



# Your Rights as a Taxpayer

Publication 1

This publication explains your rights as a taxpayer and the processes for examination, appeal, collection, and refunds. Also available in Spanish.

## The Taxpayer Bill of Rights

### 1. The Right to Be Informed

Taxpayers have the right to know what they need to do to comply with the tax laws. They are entitled to clear explanations of the laws and IRS procedures in all tax forms, instructions, publications, notices, and correspondence. They have the right to be informed of IRS decisions about their tax accounts and to receive clear explanations of the outcomes.

### 2. The Right to Quality Service

Taxpayers have the right to receive prompt, courteous, and professional assistance in their dealings with the IRS, to be spoken to in a way they can easily understand, to receive clear and easily understandable communications from the IRS, and to speak to a supervisor about inadequate service.

### 3. The Right to Pay No More than the Correct Amount of Tax

Taxpayers have the right to pay only the amount of tax legally due, including interest and penalties, and to have the IRS apply all tax payments properly.

### 4. The Right to Challenge the IRS's Position and Be Heard

Taxpayers have the right to raise objections and provide additional documentation in response to formal IRS actions or proposed actions, to expect that the IRS will consider their timely objections and documentation promptly and fairly, and to receive a response if the IRS does not agree with their position.

### 5. The Right to Appeal an IRS Decision in an Independent Forum

Taxpayers are entitled to a fair and impartial administrative appeal of most IRS decisions, including many penalties, and have the right to receive a written response regarding the Office of Appeals' decision. Taxpayers generally have the right to take their cases to court.

### 6. The Right to Finality

Taxpayers have the right to know the maximum amount of time they have to challenge the IRS's position as well as the maximum amount of time the IRS has to audit a particular tax year or collect a tax debt. Taxpayers have the right to know when the IRS has finished an audit.

### 7. The Right to Privacy

Taxpayers have the right to expect that any IRS inquiry, examination, or enforcement action will comply with the law and be no more intrusive than necessary, and will respect all due process rights, including search and seizure protections, and will provide, where applicable, a collection due process hearing.

### 8. The Right to Confidentiality

Taxpayers have the right to expect that any information they provide to the IRS will not be disclosed unless authorized by the taxpayer or by law. Taxpayers have the right to expect appropriate action will be taken against employees, return preparers, and others who wrongfully use or disclose taxpayer return information.

### 9. The Right to Retain Representation

Taxpayers have the right to retain an authorized representative of their choice to represent them in their dealings with the IRS. Taxpayers have the right to seek assistance from a Low Income Taxpayer Clinic if they cannot afford representation.

### 10. The Right to a Fair and Just Tax System

Taxpayers have the right to expect the tax system to consider facts and circumstances that might affect their underlying liabilities, ability to pay, or ability to provide information timely. Taxpayers have the right to receive assistance from the Taxpayer Advocate Service if they are experiencing financial difficulty or if the IRS has not resolved their tax issues properly and timely through its normal channels.

#### The IRS Mission

Provide America's taxpayers top-quality service by helping them understand and meet their tax responsibilities and enforce the law with integrity and fairness to all.

<p style="text-align: center;"><b>SUPPLEMENT TO INSTRUCTIONS FOR FORM 2848 AND FORM 8821</b></p>
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The purpose of these supplemental instructions is to provide guidance and clarification to tax exempt bond issuers, conduit borrowers and other tax exempt bond related taxpayers who wish to authorize an individual to represent them before the Internal Revenue Service (i.e. Form 2848) or to inspect confidential tax return information related to the bond issuance (i.e. Form 8821).

Please be advised that these guidelines act as a supplement to, and not a replacement of, the instructions to Forms 2848 and 8821.

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**Item 1 – Taxpayer information**

Enter the name, address, phone number and Employer Identification Number (EIN) of the entity that is being represented (e.g. the issuer of the bonds, conduit borrower of the bond proceeds, underwriter, bond counsel, etc).

**Item 3 – Tax matters**

In the Type of Tax column, specifically describe the matter to which the power of attorney pertains (for example, examining a tax exempt bond issuance or representation with regard to a penalty and include, if applicable, the complete legal name of the bond issue, issue amount, series, CUSIP number and date the bonds were issued).

In the Tax Form Number column, enter the return form number, if applicable, to which the authorization relates (for example, 8038, 8038-G, 8038-CP).

In the Year(s) or Period(s) column enter the period based on the issue date of the bonds in "YYYYMM" format where "YYYY" and "MM" equals the year and month in which the bonds to which this power of attorney pertains were issued. To the right of the period, enter the three digit IRS report number indicated on Notice CP152, Acknowledgement of Receipt of Tax-exempt Bond Form, issued by the IRS for the return to which the power of attorney pertains. If the IRS report number is not known leave blank.

If you have further questions or concerns regarding the completion of Form 2848 and Form 8821, please contact the examiner for assistance.

---



**Richard Wilder**

Tax Exempt Bond Agent

ID # 72-20057

TEGE: Tax Exempt Bonds

1110 Montlimar Drive, Room 300  
Mobile, AL 36609

Office: (251) 341-5923 Fax: (251) 341-5905

Email: Richard.Wilder@irs.gov



# Power of Attorney and Declaration of Representative

► Go to [www.irs.gov/Form2848](http://www.irs.gov/Form2848) for instructions and the latest information.

OMB No. 1545-0150

## For IRS Use Only

Received by:

Name \_\_\_\_\_

Telephone \_\_\_\_\_

Function \_\_\_\_\_

Date        /        /

## Part I Power of Attorney

**Caution:** A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

### 1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address	Taxpayer identification number(s)	
	Daytime telephone number	Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

### 2 Representative(s) must sign and date this form on page 2, Part II.

Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
<b>Check if to be sent copies of notices and communications</b> <input type="checkbox"/>	Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
<b>Check if to be sent copies of notices and communications</b> <input type="checkbox"/>	Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
<b>(Note: IRS sends notices and communications to only two representatives.)</b>	Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
<b>(Note: IRS sends notices and communications to only two representatives.)</b>	Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer before the Internal Revenue Service and perform the following acts:

### 3 Acts authorized (you are required to complete this line 3). With the exception of the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 5000A Shared Responsibility Payment, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions)

### 4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. **Specific Use Not Recorded on CAF** ☐

### 5a Additional acts authorized. In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information): ☐ Access my IRS records via an Intermediate Service Provider; ☐ Authorize disclosure to third parties; ☐ Substitute or add representative(s); ☐ Sign a return; \_\_\_\_\_

☐ Other acts authorized: \_\_\_\_\_

- b Specific acts not authorized.** My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.

List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): \_\_\_\_\_

- 6 Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here ☐ **►**

**YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**

- 7 Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the legal authority to execute this form on behalf of the taxpayer.

**► IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.**

Signature

Date

Title (if applicable)

Print Name

Print name of taxpayer from line 1 if other than individual

## Part II Declaration of Representative

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
  - a** Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b** Certified Public Accountant—a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.
  - c** Enrolled Agent—enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230.
  - d** Officer—a bona fide officer of the taxpayer organization.
  - e** Full-Time Employee—a full-time employee of the taxpayer.
  - f** Family Member—a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
  - g** Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
  - h** Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). **See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information.**
  - k** Qualifying Student—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LITC or STCP. See instructions for Part II for additional information and requirements.
  - r** Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

**► IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.**

**Note:** For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column.

Designation— Insert above letter (a-r).	Licensing jurisdiction (State) or other licensing authority (if applicable).	Bar, license, certification, registration, or enrollment number (if applicable).	Signature	Date



## COUNTY COMMISSION

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

MEMBERS  
DISTRICT 1. FRANK BURT, JR.  
2. CHRIS ELLIOTT  
3. J. TUCKER DORSEY  
4. CHARLES F. GRUBER

April 4, 2017

Mr. James T. Birchall  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 5<sup>TH</sup> Avenue North  
Birmingham, Alabama 35203-2119

**RE: Professional Services Agreement**

Dear Mr. Birchall:

The Baldwin County Commission, during its regularly scheduled meeting held on April 4, 2017, approved and authorized me, as Chairman, to execute a *Professional Services Agreement* between the Commission and Bradley Arant Boult Cummings LLP (Mr. James T. "Lee" Birchall) related to legal research assistance and warrant issuances. This *Agreement* is effective on April 4, 2017, and may be terminated at any time by written notice of either party.

Enclosed are **fully executed copies** of the *Engagement Letter* and the *Professional Services Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4606 or Kimberly Creech, Clerk/Treasurer, at (251) 937-0303.

Sincerely,

T. CHRISTOPHER ELLIOTT, Chairman  
Baldwin County Commission

TCE/met Item BD1

cc: Kimberly Creech

ENCLOSURE(S)

James T. "Lee" Birchall  
lbirchall@bradley.com  
205.521.8119 direct

March 22, 2017

**VIA ELECTRONIC MAIL**

Baldwin County Commission  
Kim Creech, Clerk - Treasurer  
322 Courthouse Square  
Bay Minette, Alabama 36507

Dear Kim:

Thank you for asking Bradley Arant Boult Cummings LLP ("Bradley" or "us") to serve as counsel to you on your warrant financings and related public finance matters and advice (the "Work"). This letter confirms our engagement and describes the basis on which we will provide our legal services in connection with the Work. If at any time you have questions or there is some action on our part that will better suit your needs, please let us know. We want you to be fully satisfied with the legal services we provide.

**Client.** Our client in this matter will be Baldwin County Commission (the "Commission" or "you"). Unless we agree otherwise in writing, persons and entities related to you or sharing your interests are not our clients. As your counsel, we will prepare all documentation necessary to issue the various debt obligations of the Commission, the unqualified opinion of bond counsel respecting matters such as validity, tax-exempt status and related elements of your financings, and such other agreements, documents and materials as shall be required for the Work. The scope of our representation may be limited or expanded at your request from time to time, provided that any substantial expansion must be agreed to by us. You understand that we are not your general counsel and that the acceptance of this engagement does not involve representation of related entities, and our representation of you is limited to the matter described in this letter.

**Scope of Engagement.** The scope of our engagement and duties to you will relate solely to the Commission and our work on the Financing as described above. Our acceptance of this engagement does not mean we represent you or your interests in other matters. Any expansion of our scope of work in this matter, and any representation of you in other matters, will be set forth in a separate letter or agreement. If we undertake to represent you in other matters without specific terms of engagement, the terms of this letter will apply.

**Advice about Possible Outcomes.** During the course of our representation, we may advise you about various courses of action or results that might be obtained. That advice will be based on the information and circumstances known to us at the time. You should not regard our advice as a promise of what may happen in the future or a guarantee of future results.

**Fees, Costs and Staffing.** You will be charged the same fee that you would be charged at Jones Walker LLP. In this regard hourly work will be billed at the rate of \$275/hour. For elements of the Work that constitute the issuance of Warrants, we will follow the schedule that you previously followed while I was at Jones Walker, a copy of which is attached. In addition to our legal fees, we will bill you for typical miscellaneous costs and expenses we incur on your behalf or in the course of our representation.

**Invoicing and Payment for our Services.** As was my practice at Jones Walker, for financings we will not bill you except upon conclusion of the transaction. For hourly work we will send invoices on a monthly basis.

**Conflicts of Interest.** As we have discussed, we are a large law firm, and we represent many other companies and individuals in a variety of matters. From time to time we are called upon to work on legislative and other initiatives that are not specific to any municipality but impact local taxation on a state-wide basis. We also have a fairly large economic development practice and state and local tax practice. It is possible that during the time we are representing you, some of our present or future clients (including on economic development and state and local tax matters) may have transactions or disputes with you. You have agreed that Bradley may continue to represent or may undertake in the future to represent other clients in any matter not substantially related to our work for you (or legislative matters), even if the interests of such clients in those other matters are directly adverse to you or a related entity, and even if such representations would be simultaneous. This would apply, without limitation, to economic development and state and local tax matters. We agree, however, that your prospective consent to conflicting representations will not apply in an instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential or non-public information that, if known to any such other client of ours, could be used in any such other matter by such other client to your material disadvantage, and if screening procedures and similar measures would be insufficient to protect and maintain the confidentiality of that information. Please know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

As you may be aware, last year several Bradley attorneys represented Community Health Systems ("CHS") in meeting with representatives of the County, along with the City of Orange Beach and the City of Gulf Shores (the "Local Municipalities"), regarding the availability of public incentives (the "Incentives") to help pay the costs of a major replacement hospital (the "Replacement Hospital") to be located by CHS within the County. While this matter is no longer active, I would like to bring to your attention that should CHS and the County determine to revisit the Incentives discussions for the Replacement Hospital, our firm would continue to represent CHS and not the County, and your advance waiver provided above would cover this matter should it come to pass. Please be advised that, even if CHS were not a client of our firm, I would still not be able to represent you on the Incentives because I already represent the Local Municipalities noted above, and vice-versa.

**Termination of Engagement.** You may terminate our engagement at any time by written notice. Likewise, Bradley may also terminate this engagement at any time by written notice, subject to applicable rules of professional conduct. In the event we terminate our representation, we will take such steps as are reasonably practicable to protect your interests in the Work, and you agree to take all steps necessary to free us of any obligation to perform further.

**Conclusion of Representation; Retention and Disposition of Documents.** Unless previously terminated, our representation will conclude when we complete the specific services you have retained us to perform. At your request, we will return your papers and property to you upon our receipt of final payment. We will retain our own files pertaining to the matter, including, for example, firm administrative records, internal lawyers' work product such as drafts, notes, internal memoranda and legal and factual research.

Please retain all documents that we send you in accordance with your own records retention practices. All documents we retain will be transferred to the person responsible for administering our records retention program at the end of our representation. Unless we agree otherwise, documents and other materials we retain may be destroyed or disposed of within a reasonable time after termination or conclusion of this engagement.

**Post-Engagement Matters.** You are engaging Bradley to provide legal services in connection with the Work. After the matter concludes, we may inform you from time to time of developments and changes in the law that might interest you, by newsletter or otherwise. These communications, however, do not create a new attorney-client relationship.

After this matter is concluded, changes in law or circumstances may occur that could impact your future rights and liabilities. Unless you specifically engage us to provide advice on matters arising in the future, we have no continuing obligation to advise you with respect to future developments.

Please sign a copy of this letter and return it to me. While we prefer to have a signed copy of this letter in our file before beginning work on this matter, we will begin work earlier if circumstances require. Accordingly, our performance of services with your knowledge will be deemed your consent to the terms of the letter unless we hear from you to the contrary. We look forward to continuing our work on this matter.

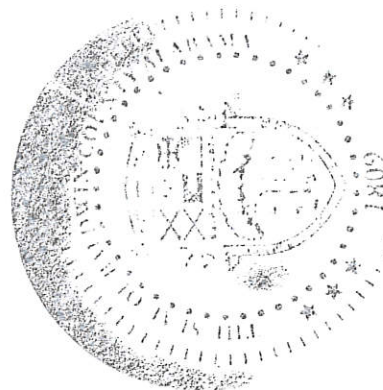
**Bradley Arant Boult Cummings LLP**

By: Lee Birchall  
**Lee Birchall**

ACCEPTED:

**Baldwin County Commission**

By: T. J. Smith  
Title: Chairman



STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

### **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is made and entered into by and between BRADLEY ARANT BOULT CUMMINGS LLP ("BRADLEY ARANT"), related to the professional legal services of Mr. JAMES T. BIRCHALL ("MR. BIRCHALL"), a partner at BRADLEY ARANT, and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama ("COMMISSION").

### **WITNESSETH:**

WHEREAS, the COMMISSION desires to continue the provision of professional legal services provided by MR. BIRCHALL to the COMMISSION related to warrant financing issues affecting Baldwin County, Alabama, and specifically the COMMISSION; and

WHEREAS, said provision of professional legal services will aid the COMMISSION in remaining in compliance with applicable law related to Alabama county commissions seeking warrant financing and other related matters involving Alabama state law, federal tax law and federal municipal securities regulations; and

WHEREAS, COMMISSION Policy 8.12 sets forth certain requirements related to the engagement of professional services, as well as other services, to the COMMISSION; and

WHEREAS, COMMISSION Policy 8.12 only allows the engagement of professional services which will not exceed \$5,000 annually without an approved contract; and

WHEREAS, the COMMISSION is the only entity that can approve contracts; and

WHEREAS, due to the complexity of warrant financing, and the related laws applicable to Alabama county commissions related thereto, it has come to the attention of the COMMISSION that the professional legal services, to be provided by MR. BIRCHALL and BRADLEY ARANT to the COMMISSION, will exceed \$5,000 annually requiring the COMMISSION to approve a contract with BRADLEY ARANT consistent with COMMISSION Policy 8.12; and

WHEREAS, MR. BIRCHALL agrees to provide his professional legal services relative thereto to the COMMISSION.

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

1. The COMMISSION does hereby engage BRADLEY ARANT to provide professional legal services related to warrant financing issues and other related



matters as may be referred to MR. BIRCHALL by the County Attorney in his discretion.

2. With respect to warrant-financing, the COMMISSION shall pay BRADLEY ARANT in accordance with a Bond Counsel Fee Schedule, as follows:

Warrant Issue Size	Maximum Fee
\$1,000,000 or less	\$5,000
1,000,001 to \$5,000,000	9,500
\$5,000,001 to \$10,000,000	15,000
\$10,000,001 to \$15,000,000	25,000
\$15,000,001 to \$20,000,000	35,000
\$20,000,001 to \$25,000,000	45,000
\$25,000,001 to \$35,000,000	50,000
\$35,000,001 to \$45,000,000	65,000
\$45,000,001 to 55,000,000	75,000
\$55,000,001 and above	To be Determined by the Parties

3. With respect to other matters referred to MR. BIRCHALL by the County Attorney, the COMMISSION shall thereafter pay BRADLEY ARANT at the rate of Two Hundred and Seventy Five Dollars (\$275.00) per hour for any and all services rendered and the COMMISSION shall reimburse BRADLEY ARANT for any and all reasonable out-of-pocket expenses incurred.
4. BRADLEY ARANT shall serve at the pleasure of the COMMISSION and in accordance with BRADLEY ARANT'S engagement letter.
5. The effective date of this AGREEMENT shall be when the Chairman of the COMMISSION places his signature thereon and shall continue in full force and effect unless terminated as set forth herein.
6. This AGREEMENT may be terminated by written notice issued by either party to the other at any time.
7. BRADLEY ARANT shall perform all professional legal services under this Agreement as an independent contractor and not as an employee of the COMMISSION.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on this the \_\_\_ day of April, 2017, with full authority so to do.

**BRADLEY ARANT BOULT CUMMINGS LLP**

  
\_\_\_\_\_  
James T. Birchall, Esquire

**Attest:**

**BALDWIN COUNTY COMMISSION**

  
\_\_\_\_\_  
Ronald J. Cink  
County Administrator/Budget Director

  
\_\_\_\_\_  
T. Christopher Elliott As Its Chairman

**NOTARY PAGE TO FOLLOW**



STATE OF ALABAMA     )

BALDWIN COUNTY     )

I, the undersigned authority, a Notary Public in and for said COUNTY in *said* state, hereby certify that, T. Christopher Elliott whose name as Chairman of the Baldwin County Commission, a political subdivision of the State of Alabama, is signed to the foregoing Professional Services Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Professional Services Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission on the day the same bears date.

Given under my hand and seal this the 4<sup>th</sup> day of April, 2017.

Anne Gentry  
NOTARY PUBLIC

My Commission Expires:  
October 12, 2019

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA     )

JEFFERSON COUNTY     )

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, JAMES T. BIRCHALL, is signed to the foregoing Professional Services Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Professional Services Agreement, he, executed the same voluntarily on the day the same bears Given under my hand and seal this the same bears date.

Given under my hand and seal this the 22<sup>nd</sup> day of March, 2017.

Darla H. Burbank  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

DARLA H. BURBANK  
My Commission Expires  
October 28, 2019



# Baldwin County Commission

## Agenda Action Form

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**File #:** 18-0891, **Version:** 1

**Item #:** GP1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 9/4/2018

**Item Status:** New

**From:** Andrea Roberson, Personnel Director

**Submitted by:** Andrea Roberson

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### **ITEM TITLE**

Blue Cross Blue Shield - Enrollment Agreement for 2019

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute the Amendment to Enrollment Agreement Customized BCBSAL Plan with Blue Cross Blue Shield of Alabama to be effective January 1, 2019, with changes as outlined in the amended agreement.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** Cobbs Allen, Broker of Choice has monitored the claims and has recommended changes to current benefits on the Baldwin County Health Insurance. The recommendations are as follows: change Primary Care Physician (PCP) copay from \$35.00 to \$40.00, Specialist Physicians from \$35.00 to \$50.00, Individual Calendar Year Deductible from \$400.00 to \$500.00 and Family Calendar Year Deductible from \$1,200.00 to \$1,500.00 Emergency Room (Medical Emergency) copay from \$100.00 to \$200.00, Urgent Care Copay from \$35.00 to \$75.00 and add a 4th tier for Specialty Drugs with a \$100.00 copay.

### **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:** Andrea Roberson

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

send signed documents to Andrea Roberson

**Additional instructions/notes:** N/A



An Independent Licensee of the  
Blue Cross and Blue Shield Association

## Amendment to Enrollment Agreement Customized BCBSAL Plan

Group Name: Baldwin County Commission  
Group Number: 42257 | Baldwin County Commission  
Corporate Code: [REDACTED]  
Effective Date: 1/1/2019

Financial: Self Funded  
Divisions: All  
Document Type: Renewal

### PHYSICAL ADDRESS

Address 1: 322 Courthouse Sq	City: Bay Minette
Address 2:	State: AL
County: Baldwin	Zip: 36507-4809
County Code:	

### BILLING ADDRESS

Address 1: 312 Courthouse Sq # 17	City: Bay Minette
Address 2:	State: AL
County:	Zip: 36507-4809

### GROUP CONTACTS

	Sal.	Name	Title	Telephone	Email
Billing:	MR	Bo Bonner		(251) 239-4304	bbonner@baldwincountyal.gov
Benefits:	MR	Bo Bonner		(251) 239-4304	bbonner@baldwincountyal.gov
Decision:	MS	Andrea Roberson		(251) 580-1635	arider@baldwincountyal.gov

### BCBSAL REPRESENTATIVES

	Name	Telephone	Email
District Sales Rep:	Tim Hudnall	251/460-4499	thudnall@bcbsal.org
District Account Manager:	Will Lyles	251/533-6723	willlyles@bcbsal.org
District Service Rep:	Lewana Lewis Maidstone	251/943-9222	lmaidstone@bcbsal.org

County:	District Office: Mobile
Group IRS ID Number: [REDACTED]	Legal Plan Year Begins On: 01/01/2019

### Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners

Employer Identification Number

### Grandfathered Status

Employer believes the plans are NOT grandfathered health plans under the Affordable Care Act.

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## Pharmacy Changes

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### Copay/Coinsurance

Retail Copay/Coinsurance changes are:

Tier 1: 15.00

Tier 2: 40.00

Tier 3: 60.00

Tier 4: 100.00

Tier 5:

Tier 6:

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## Other Benefit Changes

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## Inter-Plan Programs

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### Other Blue Plan Value-Based Programs

Employer elects to participate in the Inter-Plan Value-Based Programs.

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## Special Instructions

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Admin Fee is \$60.30

Cobra rates will be determined via letter from group at a later date.

Please make the following changes to their plan for 1/1/2019.

Change PCP copay to \$40

Change Specialist Copay to \$50

Change Individual Calendar Year Deductible to \$500

Change Family Individual Calendar Year Deductible to \$1500

Add 4<sup>th</sup> tier for Specialty Drugs with \$100 Copay

Change ER (Medical Emergency) copay to \$200

Change Urgent Care Copay to \$75

**All other arrangements remain the same.**

**Riders and codes are for internal use only.**

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Customer Signature  
Authorized Representative

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Title

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Date

*Will Lyles*

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Blue Cross and Blue Shield of Alabama  
Representative

DAM

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Title

8/27/2018

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Date