

Baldwin County Commission



Baldwin County Commission Regular Meeting Agenda

**Tuesday, November 6, 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. Revisions to agenda items or supporting documentation made after the initial publication are denoted by an asterisk.

Public hearings commence at 8:30 AM.

A WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE

Welcome by Frank Burt, Jr., Chairman

Invocation by Pastor John Montalvo, New Life Baptist Church of Bay Minette

Pledge of Allegiance

ADOPTION OF MINUTES

October 16, 2018

B CONSENT

BA ADMINISTRATION

BA1 Acknowledgment of Tax Abatements - Bay Minette Industrial Development Board - Bay Minette 59, LLP and Southern Visions, LLP [19-0126](#)

BA2 Baldwin EMC Operation Round Up [19-0169](#)

BA3 City of Fairhope - Annexation Notice [19-0178](#)

BA4 Port City Pacers 2018 Holiday Half Marathon [19-0102](#)

BA5 Considerations Related to Employment Contract - Legislative Assistant - Baldwin County Legislative Delegation Office - Fairhope Satellite Courthouse [19-0186](#)

BB ANIMAL CONTROL

BB1 Sale of Vehicles on GovDeals.com by the Baldwin County Animal Control Department [19-0161](#)

BE BUDGET/PURCHASING

BE1 Competitive Bid #WG16-15 - Provision of Janitorial Services for the Baldwin County Solid Waste Department Located in Summerdale, Alabama [19-0127](#)

BE2 Competitive Bid #WG17-31 - Provision of Soft Body Armor for the Baldwin County Sheriff's Department [19-0128](#)

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- | | | |
|-------------|---|--------------------------------|
| BE3 | Competitive Bid #WG18-35 - Renovations of the Restrooms in the Baldwin County Satellite Courthouse Located in Foley, Alabama for the Baldwin County Commission | <u>19-0129</u> |
| BE4 | Competitive Bid #WG19-03 - Labor and Incidental Materials for Roof Restoration at the Baldwin County Corrections Center Administration Building Located in Bay Minette, Alabama | <u>19-0130</u> |
| BE5 | Competitive Bid #WG19-04 - Labor and Incidental Materials for Roof Replacement at the Baldwin County Sheriff's Investigation Building Located in Robertsedale, Alabama | <u>19-0131</u> |
| BE6 | Competitive Bid #WG19-05 - Labor and Incidental Materials for Roof Restoration at the Baldwin County Board of Education Administration Building Located in Bay Minette, Alabama | <u>19-0133</u> |
| BE7 | Competitive Bid #WG19-06 - Labor and Incidental Materials for Roof Restoration at the Baldwin County Highway Barn Located in Bay Minette, Alabama | <u>19-0134</u> |
| BE8 | Competitive Bid #WG19-07 - Purchase of One (1) New Police Vehicle for the Baldwin County Sheriff's Office | <u>19-0136</u> |
| BE9 | Competitive Bid #WG19-08 - Provision of Crushed Aggregates for the Baldwin County Commission | <u>19-0138</u> |
| BE10 | Quotes for Painting the Interior and Exterior of the Baldwin County Sheriff's Investigation Building Located in Robertsedale for the Baldwin County Commission | <u>19-0139</u> |
| BE11 | Fiscal Year 2019 Budget Amendment - Baldwin County District Attorney (DA) - Correcting a Data Entry Error | <u>19-0143</u> |
| BH | COMMUNICATIONS/INFORMATION SYSTEMS (CIS) | |
| BH1 | Contract for Professional Services with Sands Tech AV, LLC for Video/Audio Services | <u>19-0147</u> |
| BJ | ELECTED OFFICIALS | |
| BJ1 | Authorization for Settlement Claim - 2007 Ford Crown Victoria - Baldwin County Sheriff's Office | <u>19-0152</u> |
| BL | ENVIRONMENTAL MANAGEMENT | |
| BL1 | Approval of Renewal Applications for Certificate of Exception from Garbage Pick-up | <u>19-0156</u> |
| BL2 | Mandatory Garbage Fees - Low Income Exemption Applications 2018 | <u>19-0158</u> |
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BL3	Mandatory Garbage Fees - Social Security Exemption Applications 2018	<u>19-0159</u>
BN	HIGHWAY	
BN1	Case No. S-16053a - The Verandas, Phase 2	<u>19-0137</u>
BN2	BellSouth Telecommunications, LLC d/b/a AT&T Alabama - Easement along Bercant Drive Right-of-Way	<u>19-0182</u>
BN3	*Easement Across County Property (Parcel No. 05-19-03-42-0-000-027.000) to Allow Access to Bercant Drive	<u>19-0183</u>
BN4	Fiscal Year 2019 Resurfacing Projects - Request for Permission to Advertise Group 2	<u>19-0146</u>
BN5	License Agreement No. 18026 - Unopened Right-of-Way on Ponce De Leon Court	<u>19-0140</u>
BN6	License Agreement No. 18025 - Unopened Right-of-Way on Pleasant View Lane	<u>19-0144</u>
BN7	Stream-gaging Station on County Road 32 over Fish River - Disbursement Justification Form	<u>19-0145</u>
BN8	*Sunrise Property Owners' Association - Construction Agreement for Drainage Improvements in and Around Sunrise Subdivision	<u>19-0162</u>
BP	PERSONNEL	
BP1	Animal Control - Personnel Changes	<u>19-0164</u>
BP2	Commission Administration Department - Personnel Changes	<u>19-0154</u>
BP3	Communications and Information Systems (CIS) Department - Promotion of Employee into Knowledgebase/Multi-Media Coordinator Position	<u>19-0176</u>
BP4	Highway Department (Bay Minette) - Promotion of Employee Into Operator Technician IV Position	<u>19-0150</u>
BP5	Highway Department (MPO) - Promotion of Employee into MPO Technician I Position	<u>19-0171</u>
BP6	Personnel Department - Promotion of Employee into Administrative Support Specialist II Position	<u>19-0153</u>
BP7	Probate Office - Personnel Changes	<u>19-0170</u>
BP8	Solid Waste Department - Personnel Changes	<u>19-0180</u>

BP9 Solid Waste Department - Promotion of Employee into Assistant Customer Service Manager Position [19-0151](#)

BQ PLANNING AND ZONING

BQ1 Baldwin County Planning and Zoning Commission - Board Appointment [19-0148](#)

C PRESENTATIONS

CA GENERAL

CA1 Proclamation - 2018 Day of Thanks [19-0025](#)

CA2 Alabama State Legislature - Recognition of Commissioner Frank Burt, Jr. for His 30 Years of Public Service [19-0091](#)

CA3 Recognition of Commissioners Frank Burt, Jr., T. Christopher Elliott and J. Tucker Dorsey by Sheriff Huey Hoss Mack of the Baldwin County Sheriff's Office [19-0111](#)

CA4 Court Security Plan for Baldwin County, Alabama - 2018 Amendments to Court Security Plan of November 28, 2000 [19-0168](#)

CA5 Highway Department - Highway Management Plan - Fiscal Year 2018 - Year End (October 1, 2017 through September 30, 2018) [19-0181](#)

D PUBLIC HEARINGS

DA ADMINISTRATION

DA1 Case No. LV-18006 - Alcohol License Application for Amtel Petroleum, LLC d/b/a Lillian Express Mart [19-0049](#)

DA2 *Case No. LV-18008 - Alcohol License Application for Ahoy RV Resort, LLC d/b/a Ahoy RV Resort [19-0064](#)

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1 Payment of Bills [19-0114](#)

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [19-0115](#)

EB ROAD AND BRIDGE DIVISION

F ELECTED OFFICIAL REQUESTS

G OTHER STAFF RECOMMENDATIONS

GA ADMINISTRATION

- GA1** Termination of Master Agreement and Statement of Work Blanket Services Agreement for SIRE Agenda Management System between the Baldwin County Commission and Hyland Software [19-0167](#)

GD BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)

- GD1** Baldwin County Association of Realtors Request for Baldwin Regional Area Transit System (BRATS) Shuttle Service and Utilization of BRATS Robertsdale Parking Area for Shuttle Parking for Their Annual Meeting [19-0149](#)

H COMMISSIONER REQUESTS

HA COMMISSION DISTRICT 1

HB COMMISSION DISTRICT 2

HC COMMISSION DISTRICT 3

HD COMMISSION DISTRICT 4

I ADDENDA

- IA1** Registration and Licensing Application Master Agreement and Statement of Work between Ingenuity, Inc. and Baldwin County Commission for Baldwin County Probate Office [19-0198](#)

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

File #: 19-0126, **Version:** 1

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Miranda N. McKinnon, Administrative Support Specialist

ITEM TITLE

Acknowledgment of Tax Abatements - Bay Minette Industrial Development Board - Bay Minette 59, LLP and Southern Visions, LLP

STAFF RECOMMENDATION

In observance with §40-9B-5(d), Code of Alabama (1975), take the following actions:

1) Acknowledge the receipt, on October 22, 2018, by certified mail, of a Resolution, by Bay Minette Industrial Development Board granting Tax Abatements to Bay Minette 59, LLP and Southern Visions, LLP; and

2) Forward to the Office of Revenue Commissioner of Baldwin County and Office of Probate Judge of Baldwin County the Resolution and associated attachments informing the Baldwin County Commission of the aforementioned grant of such Tax Abatements.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

Section 40-9B-1, et seq., Code of Alabama 1975, or what is commonly referred to as the "Tax Incentive Reform Act of 1992," authorizes certain entities to grant Tax Abatements in their respective effort to attract new industries and encourage existing industries to expand their pursuits in their varied jurisdictions.

Section 40-9B-5, Code of Alabama 1975, which is entitled "Granting of Abatement," provides: "(d) Any abatement of county taxes granted by a municipality or municipal industrial authority shall not be valid until the expiration of (1) 10 days following the date of physical delivery to the county commission or (2) 13 days following the date of mailing by certified mail to the county commission of a copy of the resolution granting such abatement. Proof of delivery by affidavit of service, in the case of physical delivery, or by certified mail receipt, in the case of mailing by certified mail, shall be

furnished to the Department of Revenue at the same time as the filing of the abatement agreement under Section 40-9B-6. If the procedures herein prescribed are followed, any such abatement shall be effective as of the date granted."

Staff requests the County Commission acknowledge receipt of the Resolution by granting the above referenced Tax Abatements and, further, forward to the Office of Revenue Commissioner of Baldwin County and Office of Judge of Probate of Baldwin County the Resolution and associated attachments informing the Baldwin County Commission of the aforementioned grant of such Tax Abatements.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

The Honorable Teddy Faust
Revenue Commissioner
Baldwin County, Alabama
Post Office Box 1389
Bay Minette, Alabama 36507

The Honorable Tim Russell
Judge of Probate
Baldwin County, Alabama
Post Office Box 459
Bay Minette, Alabama 36507

cc: Ron Cink, Kim Creech, Heather Gwynn and Debbie West

Additional instructions/notes: N/A



**BALDWIN
COUNTY**

ECONOMIC
DEVELOPMENT
ALLIANCE

P.O. BOX 1340 ROBERTSDALE, AL 36567
www.baldwineda.com

OCT 22 2018

BY: 

4BCC
RC
KC

October 18, 2018

Honorable Chris Elliott, Chairman
County Commissioner, District No. 2
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

CERTIFIED MAIL

Dear Commissioner Elliott,

As required by Alabama Law, I am enclosing a copy of the executed tax abatement application, resolution, and agreement granted to Bay Minette 59, LLP and Southern Visions LLP by the Bay Minette Industrial Development Board for the construction of a new facility. While two separate entities were granted tax abatements, this abatement is for one project. The project is located in Baldwin County inside the limits of the City of Bay Minette.

Thank you for your time and consideration in this matter. If you have any questions, please call me at (251) 970-4003.

Sincerely,



Tanner Jones, Research Analyst
Baldwin County Economic Development Alliance

**BALDWIN
COUNTY**

DEVELOPMENT
ALLIANCE

P O Box 1340 • Robertsedale, Alabama 36567

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



7018 0360 0001 8125 7665



1000



365

Hon. Chris Elliott
County Commissioner District 2
Baldwin County Admin. Building
312 Courthouse Sq., Suite 12
Bay Minette, AL 36507

Resolution Number _____

2/11

This Resolution is made this 10th day of October, 2018 by the Bay Minette Industrial Development Board (the Granting Authority), to grant a tax abatement to Bay Minette 59, LLP and Southern Visions, LLP (the Company).

WHEREAS, the Company has announced plans for a (check one):

- ✓ new project or ☐ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., *Code of Alabama 1975*) (the Act) the Company has requested from the Granting Authority an Abatement of (check all that apply):

- ✓ all state and local noneducational property taxes,
✓ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
○ all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local noneducational property taxes (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$ 14,370,000 by Bay Minette 59, LLP and \$ 10,300,000 by Southern Visions LLP; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- ✓ all state and local noneducational property taxes,

- ✓ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and / or
- all mortgage and recording taxes

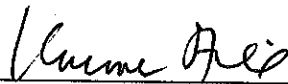
as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Bay Minette Industrial Development Board at a meeting held on the 10th day of October, 2018.



(Secretary)



Baldwin County Commission

Agenda Action Form

File #: 19-0169, **Version:** 1

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Anu Gary, Admin/Records Manager

ITEM TITLE

Baldwin EMC Operation Round Up

STAFF RECOMMENDATION

Approve the Baldwin County Commission's continued participation in Baldwin EMC's Operation Round Up Program, benefitting the Baldwin Electric Membership Foundation, a 501(c)(3) not-for-profit foundation, which provides financial assistance to local charities and service organizations as well as individuals in need.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Baldwin EMC was the 200th cooperative nationwide to adopt Operation Round Up. The program was established in 1989 as a means of providing assistance to the less fortunate in the area each co-op serves. Through this program, basic needs of individuals such as food, shelter and healthcare can be met and assistance can be provided in areas such as education and the environment.

Unless a customer chooses not to participate, Baldwin EMC will automatically round each participating member's electric bill up to the next dollar. For example, a bill of \$73.46 would become \$74.00. The extra cents from each participating member's bill will be collected and placed in the Baldwin Electric Membership Foundation, a 501(c)(3) not-for-profit foundation directed by an appointed group of leading community members volunteering their time. The collected funds will then be redistributed to meet needs in the Baldwin EMC service areas and surrounding communities. Operation Round Up funds can go to local charities and service organizations as well as individuals in need.

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: Amanda Cunningham/Sharon Grant, Accounting Department, cc: Kim Creech and Eva Cutsinger

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Amanda Cunningham submit opt-in forms to Baldwin EMC.

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0178, **Version:** 1

Item #: BA3

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Ronald J. Cink, Administrator/Budget Director

Submitted by: Gloria Bitto, Administrative Support Specialist

ITEM TITLE

City of Fairhope - Annexation Notice

STAFF RECOMMENDATION

Authorize the placement of the City of Fairhope Annexation Ordinance Number 1627, an Ordinance Amending Ordinance Number 1253, known as the Zoning Ordinance, into the minutes of the November 6, 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 1627 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 November 6, 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 36532

Memo to various departments/organizations.

Additional instructions/notes: N/A

ORDINANCE NO. 1627

**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 LA Development, LLC generally located on the north side of County Road 44, approximately 900 linear feet west of State Hwy. 181, Fairhope, Alabama.

Twin Beech Estates PUD

PPIN #: 362500, 362501, 362502, 362503, 362504, 362505, 362506, and 77747

Legal Description: (Case number ZC 18.02)

FROM THE SOUTHEAST CORNER OF SECTION 22 RUN NORTH 40 FEET AND N 89°55' W, 519 FEET FOR A POINT OF BEGINNING OF THE LAND HEREIN LEASED; THENCE N 89°55' W, 796.4 FEET TO A POINT 40 FEET NORTH OF SOUTHWEST CORNER OF SOUTHEAST QUARTER (SE ¼) OF SOUTHEAST QUARTER (SE ¼); THENCE NORTH 1283.5 FEET TO NORTHWEST CORNER OF SE ¼ OF SE ¼; THENCE S 89°46' E, 705.4 FEET ALONG THE NORTH LINE OF SAID SE ¼ OF SE ¼; THENCE SOUTH 378 FEET, THENCE S 89°46' E, 90 FEET AND THENCE SOUTH 903.2 FEET TO BEGINNING. PROPERTY IS OF THE LAND OF THE FAIRHOPE SINGLE TAX CORPORATION IN THE TOWN OF FAIRHOPE, ALABAMA, AS PER ITS PLAT THEREOF FILED FOR RECORD SEPTEMBER 13, 1911, SECTION 17, 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.

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

Lots: There shall be 72 lots.

Use: Lots shall be single family residential.

Ordinance No. 1627

Page -2-

Setbacks: Front – 20', Rear – 15', and Side – 6'.

Lot Coverage: Maximum lot coverage for the principal structure shall be 55% and an accessory shall be no more than 25% of the "required" rear yard.

Building Height: Maximum building height shall be 30'.

Accessory Structure Separation: Between structures – 5', 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 22ND DAY OF OCTOBER, 2018



Karin Wilson, Mayor

ATTEST:



Lisa A. Hanks, MMC
City Clerk

Ord. No. 1627 Published in
FAIRHOPE COURIER
on Wednesday, November 7, 2018
Lisa A. Hanks City Clerk



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

Signature of Petitioner

ERIC E. GODWIN FOR LA DEVELOPMENT, LLC
Print petitioner's name

Signature of Petitioner

Jennifer Evans Sanford as
Print petitioner's name office manager of
FSTC only

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: TWIN BEECH RD, FAIRHOPE, AL 36532

Petitioner's Current Physical Address:

20858 COUNTY RD 13, SUITE D
FAIRHOPE, AL 36532

Petitioner's Current Mailing Address:

20858 COUNTY RD 13, SUITE D
FAIRHOPE, AL 36532

Telephone Number(s): 251-583-3221

Home

Work

County Tax Parcel Number: 05-46-05-22-0-000-001.572, -.835, -.836, -.837, -.838,
-.839, -.840, -.841

U.S JUSTICE DEPARTMENT INFORMATION

- ☐ Size of property (acres or square feet) 22.6 +/- AC
- ☐ If property is occupied, give number of housing units N/A
- ☐ Number of Persons residing in each unit, and their race N/A
- ☐ If property is unoccupied, give proposed use SUBDIVISION
- ☐ If property is being developed as a subdivision, give subdivision name
TWIN BEECH ESTATES
- ☐ Number of lots within proposed subdivision 78

I, Heather McDonald a Notary Public in and for said State and County, hereby certify that Errol E. Godwin 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 18 day of Dec, 20 17,

(Seal)



Heather McDonald
Notary Public

My commission expires 3/24/21

I, LeAnn M. Amond a Notary Public in and for said State and County, hereby certify that Jennifer Evans Sanford 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 18th day of December, 20 17,



LeAnn M. Amond
Notary Public

My commission expires 3/31/18

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.

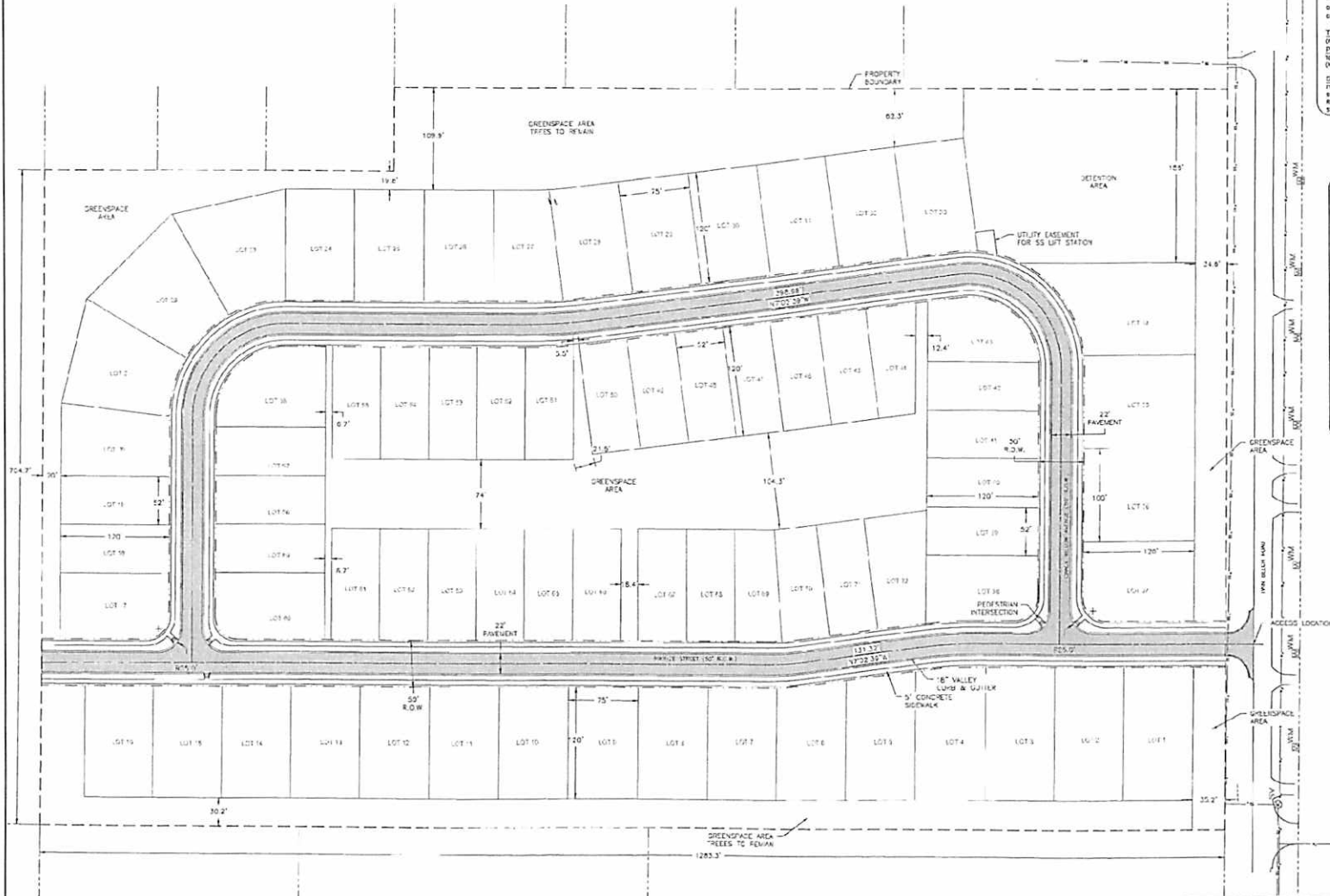
Given under my Hand and Seal this _____ day of _____, 20 _____,

(Seal)

Notary Public

My commission expires _____

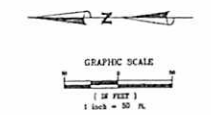
Exhibit A



SITE DATA TABLE	
SITE	
TOTAL ACRE	351,382 SQ. FT. (8.02 AC.)
PROPOSED LOTS	PUD
PROPOSED RESIDENCES	73 TOWN/SINGLE FAMILY RESIDENTIAL
GREENSPACE AREA (PUD MIN)	4.18 AC. ±
GREENSPACE PROVIDER (SITS)	4.18 AC. ±
TOTAL IMPROVEMENTS AREA	
CONCRETE, ASPHALT, CONCRETE, ETC.	353,157 SQ. FT. (8.05 AC.) (81.1% OF SITS)
POBT DEVELOPMENT	
TOTAL IMPROVEMENTS AREA	353,157 SQ. FT. (8.05 AC.) (81.1% OF SITS)
LANDSCAPE, GRASS, LANDSCAPE, ETC.	41,800 SQ. FT. (0.95 AC.) (11.8% OF SITS)
DETACHING	
FROM	20'
TO	15'
REAR	15'
STREET SIDE	20'

HATCH LEGEND	
	PROPOSED ASPHALT SURFACE
	PROPOSED CONCRETE SURFACE
SITE PLAN LEGEND	
	PROPERTY LINE

OWNER/DEVELOPER	
LA DEVELOPMENT, LLC 20485 COUNTY BROOKS ST., SUITE D FAIRHOPE, AL 36532	
ENGINEER	
WILSON D. CHAFFIN, P.E. ALA. LIC. NO. 32943	
SURVEYOR	
MILK E. GORDON, P.E. ALA. LIC. NO. 26621	
UTILITY PROVIDERS	
WATER - CITY OF FAIRHOPE SEWER - CITY OF FAIRHOPE POWER - SANDRIN E&C	



NUMBER:	REVISION	DATE:	 Sawgrass CONSULTING, LLC ENGINEERING • SURVEYING • CONSTRUCTION MANAGEMENT 11143 Old Highway 31, Spanish Fork, UT 84601 Phone (321) 544-7990 214 N. Main Street, Suite 100, AL 36532 Phone (334) 670-7990	OVERALL SITE PLAN		SCALE: 1"=50'
				TWIN BEECH ESTATES, A PUD		DATE: MAY, 2018
				LA DEVELOPMENT, LLC		DRAWN BY: MKC
						CHECKED BY: DC
						SHEET: 4.0



City Council

September 2018

Case: ZC 18.02 Twin Beech Estates

Applicant Name:
Sawgrass Consulting, LLC

Owner:
LA Development, LLC

Site Data:
Number of lots: 72
Total Acreage: 22.6 +/-

Project Type:
Rezoning Request from
**Unzoned, Unincorporated
Baldwin County**
to
**Planned Unit Development
(PUD)**

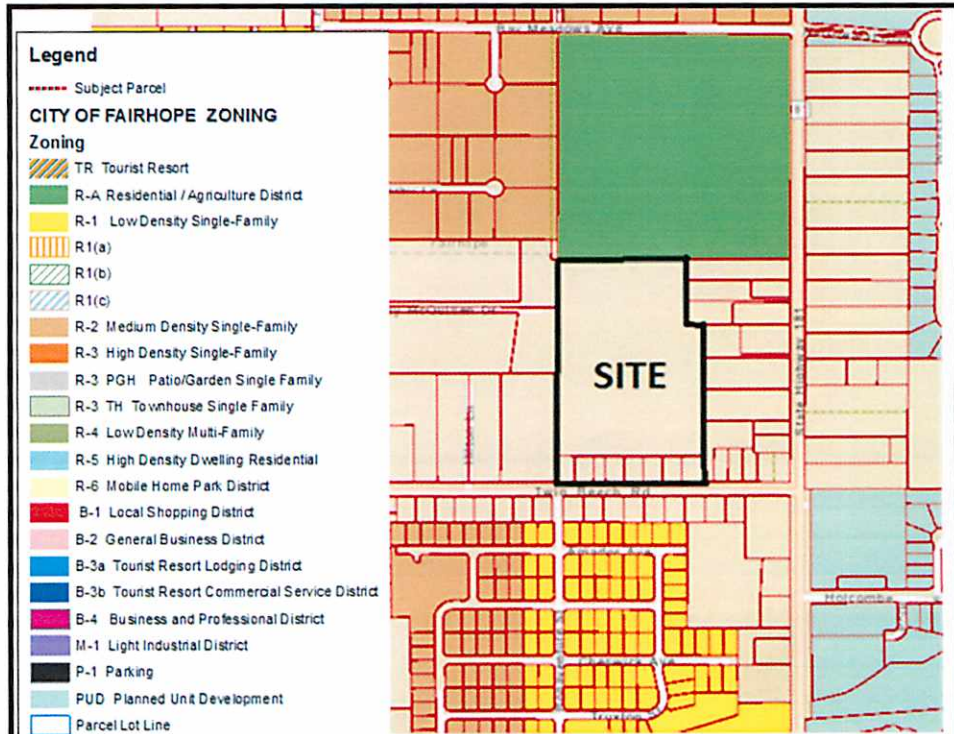
PPIN Number
77747, 362500, 362501,
362502, 362503, 362504,
362505, 362506

General Location:
Twin Beech Road 0.2 miles
West of AL HWY 181

School District:
Fairhope Elementary, Middle,
and High Schools

Staff Recommendation:
Approve

PC Recommendation:
Approve





Baldwin County Commission

Agenda Action Form

File #: 19-0102, **Version:** 1

Item #: BA4

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Gloria Bitto, Administrative Support Specialist

ITEM TITLE

Port City Pacers 2018 Holiday Half Marathon

STAFF RECOMMENDATION

Approve the requested route for the Port City Pacers 2018 Holiday Half Marathon on Saturday, December 8, 2018. Starting at 8:30 a.m. the route will begin at Mullet Point Park in Point Clear, traveling on County Road 1 to Pelican Point and back, then turning onto County Road 27 and back to County Road 1, ending around noon at Mullet Point Park. Acknowledge that alcoholic beverages will be consumed on premises by Port City Pacers.

BACKGROUND INFORMATION

Previous Commission action/date: On November 21, 2017, the Commission approved the requested route for the Port City Pacers 2017 Holiday Half Marathon during the regular Baldwin County Commission Meeting.

Background: The Port City Pacers 2018 Holiday Half Marathon will be collecting toys for the USA Children's and Women's Hospital-Pediatric Department. The race attracts 400-500 participants.

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: No

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

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

Chief Charlie Jones
Baldwin County Sheriff's Office
310 Hand Avenue
Bay Minette, Alabama 36507

Chief Stephanie Hollinghead, Interim Police Chief
Fairhope Police Department
107 North Section Street
Fairhope, Alabama 36532

Email only:

Jon Bowie, D.M.D., P.C. jnbowie@gmail.com <<mailto:jnbowie@gmail.com>>

Paul Penry, Area 200 Supervisor
Baldwin County Highway Department
ppenry@baldwincountyal.gov <<mailto:ppenry@baldwincountyal.gov>>

Frank Lundy, Baldwin County Highway Department
flundy@baldwincountyal.gov <<mailto:flundy@baldwincountyal.gov>>

Orie King, Baldwin County Highway Department
Orie.King@baldwincountyal.gov <<mailto:Orie.King@baldwincountyal.gov>>

Additional instructions/notes: N/A

4728 AIRPORT BLVD., STE-A
MOBILE, AL 36608
(251) 343-1794



23210 U.S. HWY 98, STE D-1
FAIRHOPE, AL 36532
(251) 990-3646

PERIODONTICS AND IMPLANT DENTISTRY

10 October 2018

To: Office of Sheriff

Re: Request for police coverage of the Holiday Half Marathon

This letter is to request police coverage for the Holiday Half Marathon in Point Clear, AL. We are requesting coverage on County Roads 1 and 27 during the race. (08:30-11:30) The race is conducted by the Port City Pacers.

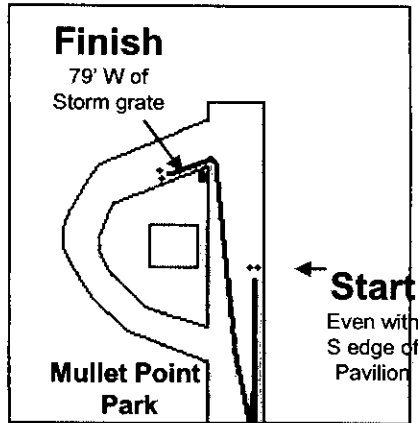
The race is scheduled for Saturday 08 December 2018. The race starts at Mullet Point Park and goes down County Road 1 to Pelican Point and back; then up County Road 27 (turns around before the bridge) and back to CR 1 and back to Mullet Point Park. (See attached map) The race attracts about 400-500 participants. This race will be collecting toys for the USA Children's and Women's Hospital Pediatric Department.

Sincerely,

Jon Bowie
251-209-0887
jnbowie@gmail.com

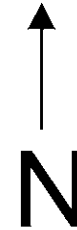
Holiday Half Marathon

Point Clear, Alabama



Splits: Marked with one washer and green paint.

- Mile 1: Near 12483, 24' S of pole 5
- Mile 2: Near 11831, 10' N of fire plug
- Mile 3: Near 11237, 57' N of pole 25
- Mile 4: Near 10727, 64' N of pole 65
- Mile 5: Near 10455, 30' N of pole 49
- Mile 6: Near 10620, 66' N of fire plug
- Mile 7: 55' N of pole 107
- Mile 8: 93' N of pole 107
- Mile 9: Near 10697, 28' S of pole 61
- Mile 10: Near 11185, 72' S of pole 23
- Mile 11: Near 11773, 12' N of pole 15
- Mile 12: Near 12451, 7' N of pole 21
- Mile 13: Near 13095, opposite lamp post



Mile 13

Mile 12

Mile 1

Mile 11

Mile 2

County Road 1

Mile 3

Mile 10

Turn Around 2

Just S of bridge
75' N of pole 65
81' S of pole 60

Mile 8

Mile 7

County Road 27

Turn Around 1

In Pelican Point parking lot
37' W of Weeks Bay sign
91' E of large concrete pole

Mile 9

Mile 6

Mile 4

Mile 5

Start, Finish, and Turn-arounds marked with washers and green paint

Measured by Jon Bowie (Daphne, AL 251-209-0887)

jbbowie@gmail.com

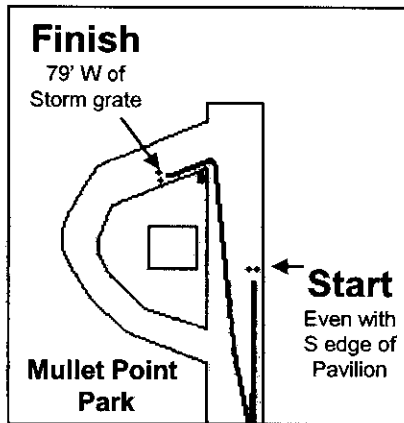
07 November 2010

Race contact: Port City Pacers 251-473-7223

No Diagrams to Scale

Holiday 8K

Point Clear, Alabama



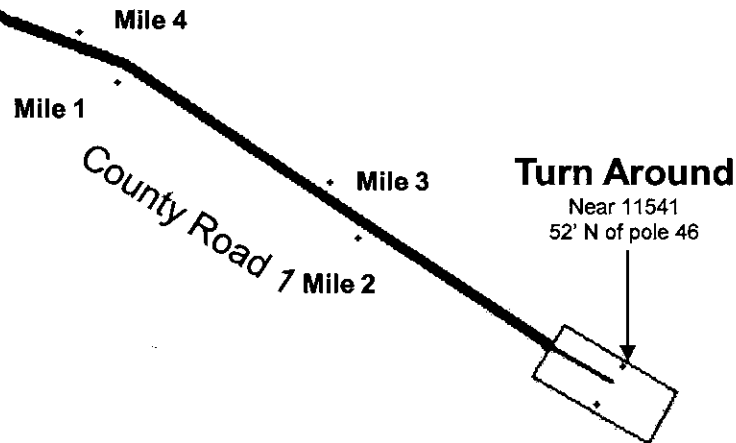
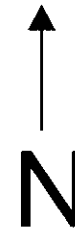
Splits: Marked with one washer and green paint.

Mile 1: Near 12483, 24' S of pole 5

Mile 2: Near 11831, 10' N of fire plug

Mile 3: Near 11861, 16' N of pole 105

Mile 4: Near 12501, 39' N of pole 14



Start, Finish, and Turn-around marked with washers and green paint

Measured by Jon Bowie (Daphne, AL 251-209-0887)

jnbowie@gmail.com

07 November 2010

Race contact: Port City Pacers 251-473-7223

No Diagrams to Scale

4728 AIRPORT BLVD., STE-A
MOBILE, AL 36608
(251) 343-1794



23210 U.S. HWY 98, STE D-1
FAIRHOPE, AL 36532
(251) 990-3646

PERIODONTICS AND IMPLANT DENTISTRY

10 October 2018

To: Baldwin County Commission

Re: Request permission for Holiday Half Marathon

This letter is to request permission for the Port City Pacers Road Running Club to conduct the Holiday Half Marathon in Point Clear, AL.

The race is scheduled for Saturday 08 December 2018. Starting at 08:30 and lasting to approximately noon. The race starts at Mullet Point Park and goes down County Road 1 to Pelican Point and back; then up County Road 27 (turns around before the bridge) and back to CR 1 and back to Mullet Point Park. (See attached map)

The race attracts about 400-500 participants. This race will be collecting toys for the USA Children's and Women's Hospital Pediatric Department.

Sincerely,

Jon Bowie
251-209-0887
jnbowie@gmail.com



Fairhope Police Department

"On Beautiful Mobile Bay"

October 17, 2018

Commissioner Chris Elliott
Baldwin County Commission
1100 Fairhope Avenue
Fairhope, Alabama 36532

Reference: Holiday Half Marathon
Point Clear, Alabama

Dear Commissioner Elliott,

The Fairhope Police Department does approve the route for the Holiday Half Marathon scheduled for Saturday, December 8, 2018. The run begins at Mullet Point Park and goes down County Road 1 to Pelican Point and back; then up County Road 27 (turns around before the bridge), back to County Road 1 and then to Mullet Point Park. The race starts at 8:30 am and lasting until approximately noon.

Thank you for your attention in this matter. If you should have any questions please contact me at 251-929-1477.

Respectfully,

A handwritten signature in dark ink that reads "Sheri Swartz".

Sheri Swartz
Assistant to Investigations and Special Events
Fairhope Police Department
107 N. Section Street
Fairhope, AL 36532

Stephanie Hollinghead
Chief of Police

107 N. Section St.
Fairhope, AL 36532

(251) 928-2385
Fax (251) 990-0158



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)

11/28/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Road Fort Wayne IN 46845	CONTACT NAME: Margaret Mayers PHONE (A/C, No. E-M): (260) 338-2925 FAX (A/C, No.): (765) 664-0761 E-MAIL ADDRESS: mmayers@insmgt.com
INSURED Road Runners Club of America/2018 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209	INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company NAIC # 11991 INSURER B: Nationwide Life Insurance Co. 66869 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2018 \$1M Club GL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBSCRIBER INFO	POLICY NUMBER	POLICY EFF (mm/dd/yyyy)	POLICY EXP (mm/dd/yyyy)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Legal Liability to Participant \$1,000,000			12/31/2017 12:01 AM	12/31/2018 12:01 AM	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Abuse & Molestation Aggregate \$5,000,000				PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMPROP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		12/31/2017 12:01 AM	12/31/2018 12:01 AM	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			12/31/2017 12:01 AM	12/31/2018 12:01 AM	Excess Medical \$10,000 AD & Specfic Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Club Member Certificate

CERTIFICATE HOLDER**CANCELLATION**

Port City Pacers Running Club, Inc.
Att'n: Jonathan Dick
PO Box 6427
Mobile, AL 36660

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry Diller/MARG

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OFFICE OF SHERIFF

BALDWIN COUNTY, ALABAMA
SHERIFF HUEY HOSS MACK



310 Hand Avenue
Bay Minette, Alabama 36507
(251) 937-0210
Fax (251) 580-1687

TO: County Commission

FROM: Charlie Jones, 
Chief Deputy

DATE: October 31, 2018

SUBJECT: Holiday Half Marathon
Port City Pacers
Mullet Point Park
Saturday, December 8, 2018
8:30 – 11:30 AM

The Sheriff's Office will provide security for the above referenced event if the Commission approves the route-as per policy.

Please make us aware of your decision as soon as possible.

Cc: Capt. Tony Nolfé
Lt. Nathan Lusk
Nancy Hall
Jon Bowie

CJ/vj

4728 AIRPORT BLVD., STE-A
MOBILE, AL 36608
(251) 343-1794



23210 U.S. HWY 98, STE D-1
FAIRHOPE, AL 36532
(251) 990-3646

PERIODONTICS AND IMPLANT DENTISTRY

10 October 2018

To: Office of Sheriff

Re: Request for police coverage of the Holiday Half Marathon

**This letter is to request police coverage for the Holiday Half Marathon in Point Clear, AL.
We are requesting coverage on County Roads 1 and 27 during the race. (08:30-11:30)
The race is conducted by the Port City Pacers.**

**The race is scheduled for Saturday 08 December 2018. The race starts at Mullet Point Park and goes down County Road 1 to Pelican Point and back; then up County Road 27 (turns around before the bridge) and back to CR 1 and back to Mullet Point Park. (See attached map)
The race attracts about 400-500 participants. This race will be collecting toys for the USA Children's and Women's Hospital Pediatric Department.**

Sincerely,

**Jon Bowie
251-209-0887
jnbowie@gmail.com**



Baldwin County Commission

Agenda Action Form

File #: 19-0186, **Version:** 1

Item #: BA5

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Ronald J. Cink, County Administrator

Guy Busby, Legislative Delegation Constituent Services Director

Submitted by: Gloria Bitto, Administrative Support Specialist

ITEM TITLE

Considerations Related to Employment Contract - Legislative Assistant - Baldwin County Legislative Delegation Office - Fairhope Satellite Courthouse

STAFF RECOMMENDATION

As requested by the Baldwin County Legislative Delegation, take the following actions:

- 1) Authorize and approve the Employment Contract between the Baldwin County Commission, the Baldwin County Legislative Delegation and Krista Bonner, applicable to the position of Legislative Assistant, subject to the terms set forth in the Employment Contract; and
- 2) Further, authorize the Chairman to execute the Employment Contract, which will commence on November 21, 2018, and expire on November 20, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: November 21, 2017

Background: Last Employment Agreement for Krista Bonner was approved by the Commission on November 21, 2017, for a twelve (12) month period. The current contract expires November 20, 2018. On September 7, 2018, the Legislative Delegation requested that the employment contract be renewed for a three (3) year period.

Applicable Baldwin County local laws authorize, among other things, the Baldwin County Legislative Delegation to select personnel who serve at the pleasure of said Delegation; further, that the personnel may be considered county employees for the purpose of being eligible for benefits; further, that the personnel may contract for employment with either the Baldwin County Commission or the Baldwin County Legislative Delegation; further, that the personnel are only paid the compensation and benefits from the Baldwin County Legislative Delegation Office Special Fund.

The Legislative Delegation's request requires the execution of an Employment Contract between the

contract employee, the Legislative Delegation and the Commission. The purpose of the tri-party employment contract is simple as the Baldwin County Legislative Delegation sets the compensation and certain benefits and evaluates the assistants, the Baldwin County Commission administers a personnel system whereby the assistants are considered county employees (without merit classified protections), and the Baldwin County Commission maintains the Baldwin County Legislative Delegation Office Special Fund and whereby the assistants are compensated and benefits costs are derived.

FINANCIAL IMPACT

Total cost of recommendation: \$30,000 annual salary

Budget line item(s) to be used: Fund 104 Compensation

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: N/A

Additional comments: Applicable Code Section: 45-2-190 and 45-2-220.05 of the Code of Alabama, 1975, and without limitation.

Note: Not a Baldwin County Commission Employee. Only a Baldwin County Legislative Delegation Employee.

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 - Letter and Contract to:

Krista Bonner
12600 Main Street Lot 6
Elberta, Alabama 36530

Copy to Baldwin County Legislative Delegation, Guy Busby, Ron Cink, Kim Creech, Andrea Roberson.

Administration: Upload fully executed Employment Contract to BCAP.

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

N/A

Additional instructions/notes: N/A

From: Guy Busby

Sent: Friday, September 7, 2018 9:45 AM

To: Anu Gary <AGary@baldwincountyal.gov>

Cc: Ronald Cink <RCink@baldwincountyal.gov>; Monica Taylor <MTAYLOR@baldwincountyal.gov>

Subject: RE: Krista Bonner's Employment Contract

The delegation would like to renew Krista's contract for three years. They also asked if it would be possible in this case and in future contracts to require only the signatures of the chairman of the House Baldwin County Local Legislation Committee and the senior Baldwin County senator rather than trying to chase down all eight notarized signatures.

In Krista's case, this would be Rep. Randy Davis and Sen. Trip Pittman. Since neither is running for re-election, that would have to be changed for future contracts.

Guy Busby

Constituent Services Director

Baldwin County Legislative Delegation

P.O. Box 776

203 Oak Street

Bay Minette, AL. 36507

251-937-0240 (office)

251-300-0974 (cell)

251-580-1645 (fax)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the "Employment Contract") is made by and between the Baldwin County Legislative Delegation, composed of the members of the Alabama House of Representatives and Alabama State Senate who represent Baldwin County, Alabama, in the Legislature of Alabama (hereafter the "Baldwin County Legislative Delegation"), and KRISTA BONNER (hereafter the "Contract Employee"), wherein the Baldwin County Legislative Delegation agrees to provide, the Contract Employee agrees to accept, employment in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

FURTHERMORE, THIS EMPLOYMENT CONTRACT has been approved by the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the "Baldwin County Commission").

WITNESSETH:

WHEREAS, personnel for the Baldwin County Legislative Delegation are governed in accordance with Section 45-2-190 of the Code of Alabama (1975) which provides as follows:

There is hereby established the Baldwin County Legislative Office. The County Commission of Baldwin County shall provide office space, office furniture, office equipment, telephone service, and accommodation for the members of the legislative delegation from the county. The personnel for the legislative delegation office shall be selected by the members of the legislative delegation. The personnel may or may not be considered county employees for the purposes of being eligible to participate in and be eligible for benefits available to county employees. The county commission or members of the legislative delegation may contract for services or employment with such personnel. The personnel shall serve at the pleasure of the legislative delegation. The amount of compensation for each of the assistants shall be fixed by the members of the legislative delegation and such compensation and benefits shall be paid by the county from the special fund established in Section 45-2-220.05.

WHEREAS, as provided at Section 45-2-190 of the Code of Alabama (1975), the amount of compensation for each of the assistants (i.e. personnel) shall be fixed by the members of the Baldwin County Legislative Delegation, and such compensation and benefits shall be paid by the Baldwin County Commission from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), which Section 45-2-220.05 of the Code of Alabama (1975) provides as follows:

(a) In Baldwin County, there is levied an additional recording fee of three dollars (\$3), and the Baldwin County Commission may impose, by resolution of the county commission, an additional recording fee not to exceed two dollars (\$2), which shall be charged and collected on each instrument, unless the instrument is otherwise exempt from all fees filed for record in the office of the judge of probate. The office of the judge of probate shall not receive an instrument, unless the instrument is otherwise exempt from the payment of a filing fee, for filing unless the filing fee required by this part is paid. The fees required by this part shall be in addition to all other fees provided by law.

(b) One dollar (\$1) from each three dollar (\$3) additional recording fee collected shall be deposited by the county commission in a special fund established in a bank located in Baldwin County to be used for the purpose of establishing, operating, and maintaining the county legislative delegation office. Disbursements from the fund shall be made by the county commission only upon direction of a majority of the members of the county legislative delegation who reside in Baldwin County. Any unexpected balance in the fund at the end of the county fiscal year shall remain in the fund and shall not revert to any other state or local fund. Starting with the 2000 fiscal year budget, the county commission may make such appropriations as it deems necessary from time to time from the county general fund to the special fund for the county legislative delegation office.

(c) Fees collected under this part shall be audited by the Examiners of Public Accounts.

WHEREAS, in accordance with Section 45-2-190 of the Code of Alabama (1975), the Baldwin County Legislative Delegation has selected to employ the Contract Employee as Legislative Assistant; and

WHEREAS, the Contract Employee is willing to accept said position pursuant to the terms set forth herein; and

WHEREAS, the Baldwin County Legislative Delegation has requested that the Contract Employee be treated by the Baldwin County Commission as a County employee for the purpose only of receiving certain benefits provided to County employees.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Legislative Delegation, the Contract Employee and the Baldwin County Commission agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause: A reason exists, which may or may not be made public at the sole discretion of the Baldwin County Legislative Delegation in accordance with the applicable state law.

Without Cause: At the sole discretion of the Baldwin County Legislative Delegation and without the need for a reason.

Severance Pay: Also known as separation pay; money (apart from back wages or salary) paid by Baldwin County, Alabama, only from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) to the dismissed Contract Employee in accordance with the terms of this Employment Contract.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Baldwin County Legislative Delegation selects the Contract Employee, and the Contract Employee hereby accepts employment with the Baldwin County Legislative Delegation as Legislative Assistant, which shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Contract Employee is employed solely at the pleasure of the Baldwin County Legislative Delegation and may be dismissed, with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Legislative Delegation pursuant to this Employment Contract.

The Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Baldwin County Legislative Delegation.

Article IV.

PERIOD OF PERFORMANCE

The effective date of this Employment Contract shall be November 21, 2018. This Employment Contract shall continue in full force and effect through and including November 20, 2021.

Article V.

SCOPE OF SERVICES/DUTIES

The Contract Employee is employed as Legislative Assistant. The Contract Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description (see **Exhibit "A"**) of said position and such other additional tasks and functions as are incidental thereto as determined by the Baldwin County Legislative Delegation. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Baldwin County Legislative Delegation shall have the right to request the Baldwin County Commission to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Contract Employee.

As stated above, the Contract Employee shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Baldwin County Legislative Delegation, or its designee, shall have supervisory control over the Contract Employee, and the duties of the Contract Employee may be changed from time to time in the sole discretion of the Baldwin County Legislative Delegation. Notwithstanding any such change, the employment of the Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Contract Employee shall devote his/her time, full ability, and attention to the business of the Baldwin County Legislative Delegation without interruption during the term of this Employment Contract. The Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Baldwin County Legislative Delegation.

Article VI.

STANDARD OF PERFORMANCE

The Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Contract Employees is engaged. All services and products of whatsoever nature, which the Contract Employee delivers to the Baldwin County Legislative Delegation pursuant to

this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Contract Employee's profession.

Article VII.

COMPENSATION

The Contract Employee shall be paid for his/her performance under the Employment Contract based upon an annual rate of salary of Thirty Thousand Dollars (\$30,000). Said salary shall be due and payable bi-weekly and to coincide with the payment of the salary and/or payroll of employees of Baldwin County, Alabama.

In considering any compensation increases or decreases, the Baldwin County Legislative Delegation may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance of the Contract Employee, the resources of the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) and any other information deemed to be necessary as determined by the Baldwin County Legislative Delegation.

Article VIII.

BENEFITS

In addition to the compensation hereinabove set forth, the Contract Employee shall receive benefits only as follows:

The Contract Employee shall be eligible to participate in any available health insurance coverage, life insurance coverage, or disability insurance coverage provided to County Employees by the Baldwin County Commission, subject to the terms and conditions of such insurance coverage, if any.

The Contract Employee shall enjoy leave accrued on the same terms and conditions as are provided for County employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended in the discretion of the Baldwin County Commission.

Notwithstanding any statements contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Contract Employee any other rights existing under the personnel merit system of Baldwin County, Alabama, including, but not limited to, the Baldwin County Commission Personnel Handbook. The Contract Employee only enjoys benefits as they are granted under the Employment Contract.

The Contract Employee shall be required to contribute to the Retirement System of Alabama as provided for by Section 36-27-1, et seq. Code of Alabama (1975).

The Contract Employee shall not receive longevity pay, cost of living adjustments or other pay increases, unless specifically authorized by the Baldwin County Legislative Delegation.

Nothing in this contract, or in any amendment hereto, shall be construed to state or imply that Contract Employee is an employee of Baldwin County. The Contract Employee is an employee of the Baldwin County Legislative Delegation which supervises the employee and makes all decisions as to the Contract Employee in such areas as, but not limited to, discipline, job duties, and pay.

Article IX.

TERMINATION

It is understood that the Contract Employee works at the sole discretion and the sole pleasure of the Baldwin County Legislative Delegation, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Baldwin County Legislative Delegation to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Contract Employee at any time, with or without cause, as those terms are herein defined.

In the event that the Contract Employee is terminated without cause, the Baldwin County Legislative Delegation shall instruct the Baldwin County Commission to pay, from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975), to the Contract Employee severance pay in an amount equal to one-twelfth (1/12th) of the Contract Employee's annual gross salary, with the exclusion of benefits, as specifically stated herein, i.e. (\$2,500.00). In the event that the Contract Employee is terminated with cause, interpreted and as determined solely by the Baldwin County Legislative Delegation, he/she shall forfeit any and all rights to severance pay and shall not be entitled to receive the same unless formally authorized by the Baldwin County Legislative Delegation. In the event the Baldwin County Legislative Delegation elects to cancel or not renew the Employment Contract at the end of the term, with or without cause, or the term of the Employment Contract expires, the Contract Employee shall not be entitled to severance pay pursuant to this Employment Agreement.

Regardless of whether the Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if authorized pursuant to this Employment Contract. Any severance pay and/or other payments due for accumulated leave time, as determined and calculated by the Baldwin County Commission, shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

The Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Contract Employee shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, if

authorized pursuant to this Employment Contract. However, said Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accumulated leave time shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

Article X.

CONTRACT EMPLOYEE EVALUATION

The Baldwin County Legislative Delegation, by and through a majority of the members of the Baldwin County Legislative Delegation who reside in Baldwin County, Alabama, shall prepare and review with the Contract Employee an annual written evaluation of performance. Said annual written evaluation, among other considerations, may be used by the Baldwin County Legislative Delegation in determining the job performance of the Contract Employee; however, said written annual evaluation shall in no way affect or limit the Baldwin County Legislative Delegation's authority to terminate the Contract Employee with or without cause or at will.

The Contract Employee shall at all times adhere to the applicable Drug Free Workplace Policy and compliance with Alabama's ethics laws as conditions of employment.

Article XI.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the Baldwin County Legislative Delegation and/or the Baldwin County Commission is intended to be exclusive of any other remedy or remedies, and the Baldwin County Legislative Delegation and/or Baldwin County Commission retain each and every such remedy, now or hereafter existing, at law or in equity or otherwise.

Article XII.

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

Article XIII.

ASSIGNMENT

The Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Baldwin County Legislative Delegation and the Baldwin County Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Contract Employee and this Employment Contract.

Article XIV.

NO WAIVER OF DEFAULT

No delay or omission of the Baldwin County Legislative Delegation and/or Baldwin County Commission 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 Employment Contract to the Baldwin County Legislative Delegation and/or the Baldwin County Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Baldwin County Legislative Delegation and/or the Baldwin County Commission.

Article XV.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract 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. In addition, this Employment Contract supersedes and replaces all previous employment contracts or agreements between the parties. This Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Article XVI.

COMPLIANCE WITH THE LAW

The Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

Article XVII.

ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court, in the County of Baldwin or, if in a federal court, the United States District Court for the Southern District of Alabama, Southern Division.

Article XVIII.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Contract Employee hereby warrants that the Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Contract Employee is obligated.

Article XIX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XX.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract, or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXI.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Employment Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against a drafting party shall not be employed in this interpretation of this Employment Contract or any amendments hereto.

Article XXII.

AUTHORIZATION OF PAYMENT FROM THE SPECIAL FUND

Pursuant to Section 45-2-220.05 (b) of the Code of Alabama (1975), the Baldwin County Legislative Delegation hereby authorizes disbursements from the special fund to be made by the Baldwin County Commission to the County general fund for the purpose of paying the salary, benefits, and any other expenses incurred by the Baldwin County Commission in the employment of the County Employee pursuant to this Employment Contract. The parties hereto acknowledge and agree that the Baldwin County Commission shall not be responsible for any expenses incurred pursuant to this Employment Contract, which shall be the responsibility and obligation of the Baldwin County Legislative Delegation, and the Baldwin County Commission shall be paid or reimbursed from the special fund for all expenses incurred pursuant to this Employment Contract. In the event the Baldwin County Legislative Delegation fails to disburse such funds or otherwise pay all expenses incurred by the Baldwin County Commission pursuant to this Employment Contract, this Employment Contract shall be terminated, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Baldwin County Legislative Delegation shall make all payments to the appropriate parties for salaries, benefits, obligations or other expenses incurred pursuant to this Employment Contract through and including the date of such termination.

Article XXIII.

COUNTERPARTS

This Employment Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same contract. It shall be necessary to account for only one (1) such counterpart in proving this Employment Contract.

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

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
SENATOR TRIP PITTMAN **Date**

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, _____, a Notary Public, in and for said County in said State, hereby certify that TRIP PITTMAN, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2018.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. RANDY DAVIS Date

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, _____, a Notary Public, in and for said County in said State, hereby certify that RANDY DAVIS, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2018.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

**KRISTA BONNER
(CONTRACT EMPLOYEE)**

KRISTA BONNER

Date

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, _____, a Notary Public, in and for said County in said State, hereby certify that KRISTA BONNER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2018.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

**EMPLOYMENT CONTRACT APPROVED BY:
BALDWIN COUNTY COMMISSION**

By: _____
FRANK BURT, JR. **Date**
As Its: Chairman

ATTEST:

By: _____
RONALD J. CINK **Date**
As Its: County Administrator

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, _____, a Notary Public, in and for said County in said State, hereby certify that FRANK BURT, JR., whose name as Chairman and RONALD J. CINK, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2018.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____



POSITION DESCRIPTION

Title: Legislative Delegation Office Assistant
Department: Legislative Constituents Services Office
Job Analysis: November 2017

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Legislative Constituents Services Office Director
Subordinate Staff: None
Internal Contacts: State Senators and Representatives who represent Baldwin County.
External Contacts: General public, various Governmental Officials, County employees and service/repair representatives.
Status: Non-Exempt

Job Summary

Responsible for filing, scanning, copying, telephone, typing, correlation of information packages. Gathering information for constituents, legislators or government officials. Assists in the various Legislative Constituents Delegation Service Offices as necessary.

Job Domains

1. Performs clerical duties.
2. Types correspondence for legislators and director.
3. Creates correspondence when requested by legislators or director
4. Answers incoming telephone calls, take and relays messages
5. Assist general public locate proper department if call is in error.
6. Greets visitors to the office and makes them comfortable if they must wait.
7. Takes over mail duties in absence of director.
8. Maintains adequate and current filing system.
9. Assists with meeting preparation.
10. Prepares and delivers legislation for advertising.
11. Copies and forwards documentation as required.

For Approval Baldwin County Commission Meeting 11/21/2017

12. Utilizes a computer and printer to enter, store, and retrieve data, assist with composition of routine correspondence, and disseminate information to others.
13. Proofreads documentation to ensure typing accuracy, correct grammar, spelling and punctuation.
14. Maintains sufficient office supply inventory.
15. Other tasks as assigned.

Knowledge, Skills and Abilities

1. A good working knowledge of English grammar, composition, and spelling.
2. The ability to type a minimum of fifty (50) words per minute within acceptable standard of quality and accuracy.
3. A good working knowledge of general office practices and procedures.
4. Skills to communicate effectively with office staff.
5. Skills to read and understand printed reports.
6. *Basic knowledge of Legislative process.
7. Knowledge of filing procedures.
8. Knowledge of office operations.
9. Ability to establish and maintain effective working relationships with legislators, other elected officials, municipal and county staff and the general public.
10. Skills with fax machine, copier, scanner, computer and various software.

Other Characteristics

1. Willing to work overtime when necessary.
2. Ability to work under stress of recurring deadlines.

Minimum Requirements

1. Two (2) years of secretarial or administrative experience in secretarial related field.
2. High school or equivalent required.



Baldwin County Commission

Agenda Action Form

File #: 19-0161, **Version:** 1

Item #: BB1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Gina Jones, County Humane Officer

Ronald J. Cink, County Administrator/Budget Director

Submitted by: Brittany Vaughn, Office Manager

ITEM TITLE

Sale of Vehicles on GovDeals.com by the Baldwin County Animal Control Department

STAFF RECOMMENDATION

Approve the sale of the following vehicles on GovDeals.com through the Clerk/Treasurer:

- 1) 2003 Ford F-150 XL VIN# 1FTRF17233NB25360
- 2) 2003 Ford F-150 XL VIN# 1FTRF17W73NB39099
- 3) 2003 Ford F-150 XLT VIN# 1FTRX18L33NB39098

Funds from the sale of the vehicles are to be deposited into Fund 109 (Animal Shelter Fund).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The County Administrator recommends that the County sell the vehicles on GovDeals.com and funds from the sale are to be deposited into Fund 109 (Animal Shelter Fund).

FINANCIAL IMPACT

Total cost of recommendation: Revenue

Budget line item(s) to be used: 109.61200

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: Finance and Accounting Department to coordinate auction of vehicles on GovDeals.com with Gina Jones, County Humane Officer.

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

Additional instructions/notes: N/A

DEPT#	YEAR	Make	Model	Body Type	Color	Sticker #	VIN #	assigned	TAG #	Fuelman - last 6 digits	mileage
VEHICLES											
55100	2003	Ford	F-150 XL	Pick-up	White	A1	1FTRF17WX3NB39100	mosquito	24422 CO	015636	68,872.00
55100	2003	Ford	F-150 XL	Pick-up	White	A2	1FTRF17233NB25360	mosquito	39328 CO	012016	n/a
55100	2005	Ford	F-150 XL	Pick-up	White	A5	1FTRF12205NB70556	Travis Driving	42945 CO	012019	61,964.00
55100	2008	Ford	F-150 XL	Pick-up	White	A6	1FTRX14W08KC86679	Gina	37831 CO	012020	59,254.00
55100	2003	Ford	F-150 XLT	Pick-up	White		1FTRX18L33NB39098	old ACO box truck	23421 CO	012021	n/a
55100	2003	Dodge	Ram 1500	Pick-up	White	05L203	1D7HU16N13J640884	Extra	24107 CO	012022	
55100	2004	Dodge	Ram 1500	Pick-up	White	05L304	1D7HU16N64J241082	Extra	31362 CO	012023	93,664.00
55100	2007	Ford	E-150	Van	White		1FTNE14W47DA31072	Van	35653 CO	012028	122,610.00
55100	2011	Ford	F250	PU	White		1FT7X2A65BEC30891	Walter	17717 CO	029158	
55450	2004	Ford	F250	Animal Control Bod	White		22086	Walter	26679 CO		

TRUCK 1

VIN:

1FTRX18L33NB39098

Inventory No. _____

Asset Number: _____

Fair Market Value: _____

Short Description:

Year 2003Make FORDModel F-150 XLTVIN: 1FTRX18L33NB39098Title Restriction: ☐ Y ☒ NOdometer: ☐ Miles☐ KilometersOdometer Accurate ☐ Y ☐ N: _____

Long Description:

This Vehicle: ☐ Starts ☐ Starts with a Boost & ☐ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts OnlyEngine- Type: ☐ L, V 6 ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric HybridEngine Condition: ☐ Runs ☐ Needs repair ☐ is in unknown conditionRepairs needed: possibly new battery, back doors dont open. Front (2) doesnt open.This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: _____

Maintenance Records: ☐ Available ☐ Not Available For InspectionTransmission: ☒ Automatic ☐ Manual _____ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior:

Color: WhiteWindows: ☒ No Cracked Glass ☐ Cracked _____Minor: ☒ Dents ☒ Scratches ☒ DingsTire Condition: FairTread: _____ #Flat 2 Hubcaps # _____

Major Damage to: _____

Additional Damage: _____

Decals: ☐ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No ImpressionsEmergency equip: ☐ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior:

Color gray ☒ Cloth ☐ Vinyl ☐ LeatherDamage to Seats: Hole in left front seatDamage to Dash/Floor: noneRadio: ☒ Stock or ☐ Brand & Model: _____ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☒ AM/FM CD☐ AC (Condition: ☐ Cold ☒ Unknown) ☐ No ACAir Bags: ☐ Driver's Side ☒ Dual☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors ☐ Climate ControlPower: ☒ Steering ☒ Windows ☒ Door Locks ☐ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____Location of Asset: 15050 W 49 Summerdale 36580For more information contact: Cina Jones 251-972-0854

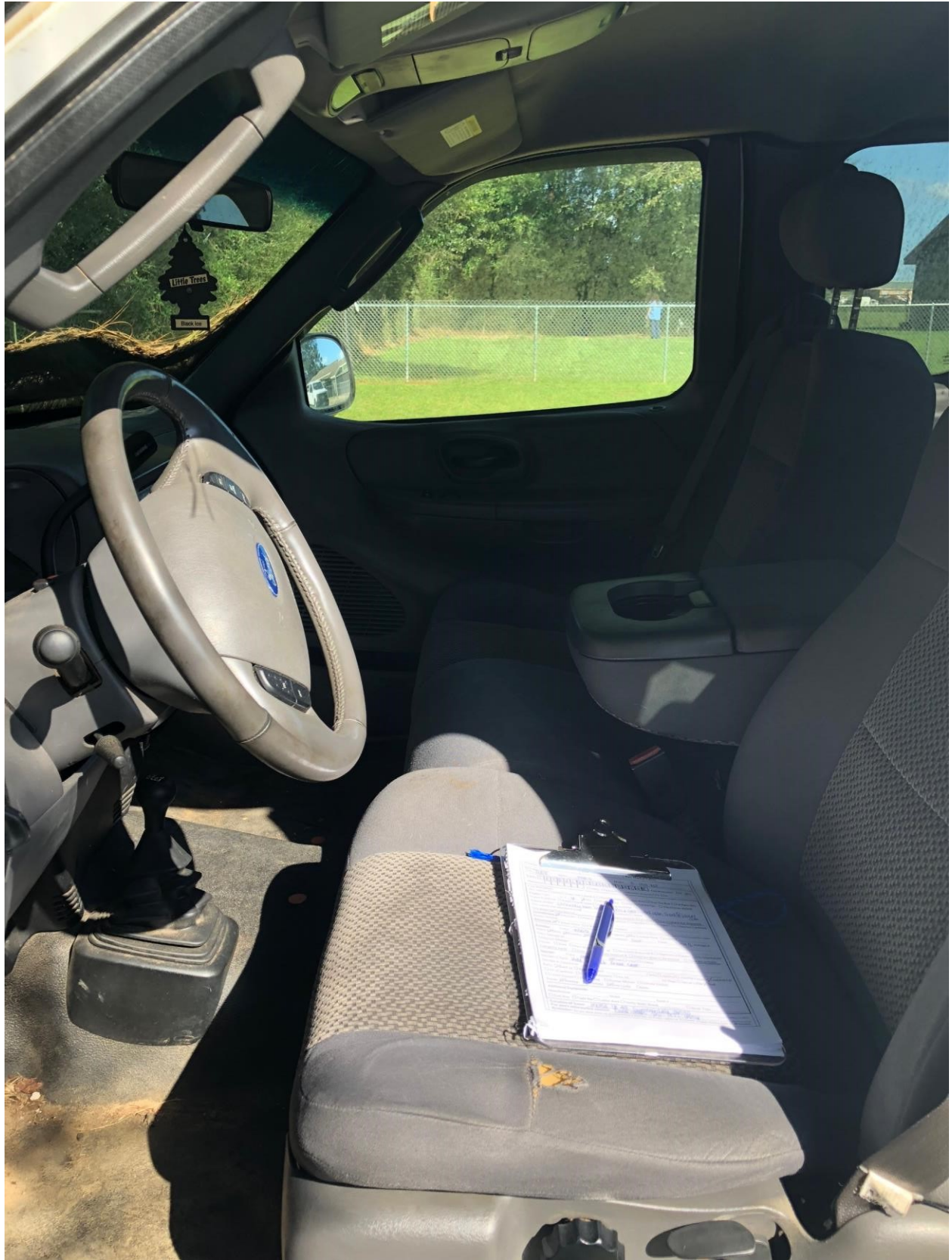
Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.











TRUCK 2

VIN:

1FTRF17233NB25360

Inventory 1

Short Description:

Year 2003Make FordModel F-150 XL

VIN:

1FTBF17233NB25340Title Restriction: ☐ Y ☒ N

Odometer:

 ☒ Miles ☐ KilometersOdometer Accurate ☐ Y ☐ N:

Long Description:

This Vehicle: ☐ Starts ☐ Starts with a Boost & ☐ Runs/Driveable ☐ Engine Runs ☒ Does Not Run ☐ For Parts OnlyEngine- Type: L, V 4 ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric HybridEngine Condition: ☐ Runs ☐ Needs repair ☐ is in unknown conditionRepairs needed: see notesThis vehicle was maintained every ☐ Days ☐ Hours ☐ MilesDate Removed From Service: Maintenance Records: ☐ Available ☐ Not Available For InspectionTransmission: ☒ Automatic ☐ Manual Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown ConditionRepairs Needed: Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition:

Exterior:

Color: whiteWindows: ☐ No Cracked Glass ☐ Cracked Minor: ☒ Dents ☒ Scratches ☒ DingsTire Condition: Tread: #Flat Hubcaps # Major Damage to: Additional Damage: Decals: ☐ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No ImpressionsEmergency equip: ☐ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior:

Color grey☐ Cloth ☒ Vinyl ☐ LeatherDamage to Seats: Damage to Dash/Floor: Radio: ☐ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD☐ AC (Condition: ☐ Cold ☐ Unknown ☐ No ACAir Bags: ☐ Driver's Side ☐ Dual☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors ☐ Climate ControlPower: ☐ Steering ☐ Windows ☐ Door Locks ☐ Seats

Additional Equipment:

Manufacturer Model Serial # ☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type Location of Asset: For more information contact: Gina Jones 251-972-1685

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.











TRUCK 3

VIN:

1FTRF17WX3NB39100

VIN: 1FTBF17WX3NB39100 Title Restriction: ☐ Y ☒ N
Odometer: 108918 ☒ Miles ☐ Kilometers Odometer Accurate ☒ Y ☐ N:

Long Description:

This Vehicle: ☒ Starts ☐ Starts with a Boost & ☐ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: L, V 6 ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☐ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: _____

This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: white Windows: ☒ No Cracked Glass ☐ Cracked _____

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: fair Tread: _____ #Flat 2 Hubcaps # _____

Major Damage to: _____

Additional Damage: _____

Decals: ☐ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color grey ☐ Cloth ☒ Vinyl ☒ Leather

Damage to Seats: _____

Damage to Dash/Floor: none

Radio: ☒ Stock or ☐ Brand & Model: _____ ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☐ AC (Condition: ☐ Cold ☒ Unknown) ☐ No AC

Air Bags: ☐ Driver's Side ☒ Dual

☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors ☐ Climate Control

Power: ☐ Steering ☐ Windows ☐ Door Locks ☐ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____

Location of Asset: _____

For more information contact: Gina Jones 251-972-10854

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.













Baldwin County Commission

Agenda Action Form

File #: 19-0127, **Version:** 1

Item #: BE1

Meeting Type: BCC Work Session

Meeting Date: 10/23/2018

Item Status: New

From: Wanda Gautney, Purchasing Director; Terri Graham, Solid Waste Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG16-15 - Provision of Janitorial Services for the Baldwin County Solid Waste Department Located in Summerdale, Alabama

STAFF RECOMMENDATION

Take the following actions:

- 1) Terminate the janitorial contract with **OPAD Mobile, Inc., d/b/a Office Pride Commercial Cleaning Services**, at the Baldwin County Solid Waste Office and Buildings located in Summerdale, Alabama, and authorize the Chairman to write a letter to OPAD Mobile, Inc., d/b/a Office Pride Commercial Cleaning Service, terminating the Contract with the required 30 days notification; and
- 2) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the janitorial services and 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:

02/16/2016 meeting: Awarded the bid to the lowest responsible bidder, OPAD Mobile, Inc., d/b/a Office Pride Commercial Cleaning Services for the Provision of Janitorial Services for the Baldwin County Solid Waste Department as per the attached Award Listing for three (3) years.

01/05/2016 meeting: 1) Approved the specifications and authorized the Purchasing Manager to place a competitive bid for the Provision of Janitorial Services for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: During February 16, 2016, meeting the Commission awarded the janitorial services

for Solid Waste Department (Magnolia Landfill) located in Summerdale, AL, to OPAD Mobile, Inc., d/b/a Office Pride Commercial Cleaning Services for three (3) years. The service that is provided at this location cost \$1,380.83 per month. The Solid Waste Director, Terri Graham, has requested that the Contract with OPAD Mobile, Inc., d/b/a Office Pride Commercial Cleaning Services be cancelled for failure to provide the janitorial services required in the bid specifications. The Purchasing Director and Solid Waste Department have tried several times to get the issues corrected. We have been unsuccessful. The bid specifications states "the janitorial services to be provided by this bid may be terminated by either party upon written notification by U. S. Certified Mail, such termination to take effect thirty (30) days after receipt of such written notification."

Staff is requesting that the Commission terminate the Contract with Office Pride and approve and authorize the Purchasing Director to place a new competitive bid for the janitorial services.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 11/06/2018

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

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

Letter to Vendor and Mail Bids

Additional instructions/notes: N/A

BID #WG19-02 SPECIFICATIONS

The following specifications pertain to all locations within this bid.

Bidders are only required to submit the Bid Response Form along with any other documents required or requested throughout the bid package.

Upon agreement of both the individual building contact person and the successful bidder the cleaning specifications may be changed to better serve the needs of the County. This will be done with written notification by the County contact person and the Contractor must agree in writing.

Paper Products and soap for bathroom dispensers will be supplied by the County. All other supplies and maintenance equipment will be supplied by the Contractor.

Insurance certificates, proper bonding documents and references must be submitted in each bid response to the Baldwin County Commission.

The contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of their employees to be engaged in work under this contract.

County employees or members of their immediate family will not be allowed to submit bids.

The janitorial services to be provided by this bid may be **terminated** by either party upon written notification by US Certified Mail, such termination to take effect thirty (30) days after receipt of such written notification.

If the cleaning services are not being performed to the satisfaction of the County contact person, the County Representative will contact the bidder verbally and with a written notification to give the Bidder an opportunity to correct the problem. If after this contact, the problem is not corrected to the County's satisfaction or if cleaning services remain unsatisfactory to the County contact person, the thirty (30) day termination clause will be invoked. The next low responsible bidder will then be awarded the remainder of the bid.

All prices quoted are firm for the period the bid is in effect.

In the event that the Contractor cannot clean on a designated day, the Contractor will submit in writing to the County contact person the day on which the service will be made up. In the event that the day is not made up then the daily rate will be deducted from the monthly charge. This does not include holidays honored by the County. If the holiday falls on a scheduled clean day, The Contractor will clean the day before holidays.

The bid is for a three (3) year period to begin on December 18, 2018 and ending December 18, 2021.

All bidders should contact the location and make an appointment with the County contact person to look at the buildings and ask questions. The prices are firm for the period stated.

SOLID WASTE OFFICE AND BUILDINGS

Administration Building, Maintenance Shop, Scale House, Residential Garbage Collections Bldg
15140 County Rd 49 Summerdale, AL

Contact Person: Ms. Susanne Doughty at 251-972-6878 ext. 2771

Named Areas:

Entryways, Reception Areas, Hallways, Offices, Kitchen/Break Room, Conference Rooms, Training Rooms.

BASIC ACTIVITIES

Stripping and waxing of all hard surface floors three (3) times per year, (once every four months) or as directed by contact person. Care shall be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured, or damaged during these procedures, taking care to get into corners, along edges and beneath furniture.

Deep scrubbing of ceramic tile /grout floors in bathrooms three (3) times per year, (once every four months) or as directed by contact person.

Emptying all trash containers and returning to original position with clean liners each visit.

Vacuuming floors and rugs each visit.

Dust mop hard surface floors with a non-treated dust mop.

Wet mopping of hard surfaces at each visit.

Each visit, disinfect, bowls, walls, clean mirrors, polish all bright works, in all bathrooms.

Clean and polish water fountains.

Bathroom is to be totally disinfected once a week, which includes mopping floors.

Bathroom fixtures are to be filled with soap and paper products which are furnished by the Baldwin County.

Glass door and entrance ways are to be wiped clean each visit with the appropriate cleaning materials.

Clean break room area each visit, includes cleaning/disinfecting sink mopping/sweeping floor, washing dirty dishes, cleaning/straightening chairs and table, cleaning appliances such as coffee pots etc...

Microwaves are to be wiped clean on inside and cleaned with the appropriate cleaning materials on the outside each visit.

Refrigerator should be wiped clean once a week on the inside and the appropriate cleaning materials used on the outside.

Thoroughly dust all horizontal surfaces: including desktop, telephones, files, windowsills, chairs, tables, pictures, and all manner of furnishing in above named areas.

Building windows (inside) are to be cleaned once a month.

Cleaning service will be two (2) nights per week, to begin after normal working hours on Wednesday and Saturday. If additional cleanup is needed then the contact person will notify the Contractor.

In the event that the Contractor is called in to perform cleanup other than the designated days, this will be charged by the day as indicated on the Bid Response Form and will include all normal daily activity.

BID #WG19-02 RESPONSE FORM
BALDWIN COUNTY SOLID WASTE OFFICE AND BUILDINGS
Administration Building, Maintenance Shop, Scale House, Residential Garbage Collections Building
15140 Co. Rd 49, SUMMERDALE, AL
Contact Person: Ms. Susan Kilby at 251-972-6878 ext. 2780

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: _____

New Administration Building
Basic Services

Cost per Month \$ _____

Cost per Day \$ _____

Maintenance Shop
Basic Services

Cost per Month \$ _____

Cost per Day \$ _____

Scale House
Basic Services

Cost per Month \$ _____

Cost per Day \$ _____

Residential Garbage Collections Building
Basic Services

Cost per Month \$ _____

Cost per Day \$ _____



Baldwin County Commission

Agenda Action Form

File #: 19-0128, **Version:** 1

Item #: BE2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Wanda Gautney, Purchasing Director; Charlie Jones, Chief Deputy; Connie Dudgeon, Finance Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG17-31 - Provision of Soft Body Armor for the Baldwin County Sheriff's Department

STAFF RECOMMENDATION

Extend the Contract for Competitive Bid #WG17-31 - Provision of Soft Body Armor for the Baldwin County Sheriff's Department with **Gulf States Distributors and Gall's LLC**, for an additional twelve (12) months at the same prices and terms stated in the bid specifications as awarded on November 7, 2017. The extension will expire on November 7, 2019.

BACKGROUND INFORMATION

Previous Commission action/date:

09/05/2017 meeting: 1) Approved the specifications for the Provision of Soft Body Armor for the Baldwin County Sheriff's Department and authorized the Purchasing Director to place a competitive bid; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

11/07/2017 meeting: Awarded the bid for the Provision of Soft Body Armor for the Baldwin County Sheriff's Department to, Gulf States Distributors and Gall's LLC, as per the attached Award Listing.

Background: The Sheriff's Department is requesting that the Commission extend the bid for the Provision of Soft Body Armor for the Baldwin County Sheriff's Department with Gulf States Distributors and Gall's LLC, that was awarded on November 7, 2017 for an additional twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendors. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendors, Gulf States Distributors and Gall's LLC, has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The extension will expire on November 7, 2019.

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$5,000.00

Budget line item(s) to be used: 52100.5228

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: 11/06/2018

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

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

Additional instructions/notes: N/A

From: Theresa Floyd
To: [Wanda Gautney](#)
Subject: RE: Extension of Bid #WG17-31 - Provision of Soft Body Armor for the Baldwin County Sheriff's Dept.
Date: Tuesday, September 11, 2018 4:01:45 PM
Attachments: [image001.png](#)

hey – we will agree to an extension - just let me know what you need from me – thanks



Theresa Floyd
Gulf States Distributors
P.O. Box 241387
Montgomery AL 36117
www.gulfstatesdist.com

From: Wanda Gautney [mailto:wgautney@baldwincountyal.gov]
Sent: Tuesday, September 11, 2018 3:41 PM
To: Theresa Floyd <tflo@gulfstatesdist.com>
Subject: FW: Extension of Bid #WG17-31 - Provision of Soft Body Armor for the Baldwin County Sheriff's Dept.

Sorry I forgot the attachment.

Thanks

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



From: Wanda Gautney
Sent: Tuesday, September 11, 2018 3:39 PM
To: 'TFLO@gulfstatesdist.com' <TFLO@gulfstatesdist.com>
Subject: FW: Extension of Bid #WG17-31 - Provision of Soft Body Armor for the Baldwin County

Sheriff's Dept.

Ms. Floyd,

Bid #WG17-31 – Provision of Soft Body Armor for the Baldwin County Sheriff's Dept. will be expiring on November 7, 2018. The bid specifications included an option to renew the bid for an additional twelve (12) months if the vendor agrees, at the same prices and terms as the original bid award. Baldwin County would like to extend the bid for twelve (12) months.

I have attached a copy of the Award Listing for the Vest and Outer Carriers that was awarded for your review.

Please let me know if Gulf States Distributors agrees to a twelve (12) month extension at the same prices and terms of the original bid award dated November 7, 2017.

Thanks

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





1340 Russell Cave Road
Lexington, KY 40505

October 10th, 2018

Via Email Submission

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

RE: Baldwin County Sheriff's Dept. - Soft Body Armor- Bid#WG17-3 - Request for Renewal

Dear Ms. Gautney:

Galls, LLC ("Galls") will be happy to renew Contract #WG17-3 at the same terms & conditions. Please confirm if you will accept the renewal by emailing Smeltzer-Amelia@galls.com or (800) 876-4242 ext. 2193.

Please direct all questions to the undersigned.

Regards,

A handwritten signature in blue ink, appearing to read 'Tiffany Brewer', with a long horizontal flourish extending to the right.

Tiffany Brewer
Senior Manager, Contract Compliance
Galls, LLC

COMPETITIVE BID#WG17-31 Award Listing**SOFT BODY ARMOR**

Effective November 7, 2017 through November 7, 2018

Bidder	Vest Make/Model	Amount Bid Each	Amount Bid Lots of 10 to 20	Amount Bid Lots of 20 or more	Outer Carrier Amount Bid
Gulf States Distributors	Point Blank	\$639.00	\$639.00	\$639.00	\$129.00
	Point Blank AXII				Point Blank MAC08

Bidder	Assault External Armor	Amount Bid Each	Amount Bid Lots of 10 to 20	Amount Bid Lots of 20 or more
	Make/Model			
Gail's LLC	Point Blank	\$1,550.00	\$1,550.00	\$1,550.00
	MT2MX1C50J			



Baldwin County Commission

Agenda Action Form

File #: 19-0129, **Version:** 1

Item #: BE3

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-35 - Renovations of the Restrooms in the Baldwin County Satellite Courthouse Located in Foley, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Approve the attached Change Order #1 in the amount of **\$5,544.00** with **Highland Wake Construction, LLC**, for the Renovations of the Restrooms in the Baldwin County Satellite Courthouse located in Foley, Alabama, and authorize the Chairman to execute the Change Order.

BACKGROUND INFORMATION

Previous Commission action/date:

08/21/2018 meeting: Awarded Bid #WG18-35 - Renovations of the Restrooms in the Baldwin County Satellite Courthouse located in Foley, Alabama to the lowest bidder, Highland Wake Construction, LLC, in the bid amount of \$110,697.23; Completion Time: 105 Calendar Days; and authorize the Chairman to execute the Contract.

07/03/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the renovations of the restrooms located in the Foley Satellite Courthouse; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: The Building Facilities Coordinator, Junius Long is submitting for Commission approval, Change Order #1 in the amount of \$5,544.00, to replace all eleven (11) floor drains in the restrooms that have rusted out and were found during the demolition. The original construction cost is \$110,697.23 including Change Order #1 the new cost will be \$116,241.23.

FINANCIAL IMPACT

Total cost of recommendation: \$5,544.00

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: 11/06/2018

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

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

Additional instructions/notes: N/A

CHANGE ORDER

Order No. 1

Date: October 9, 2018

Agreement Date: September 12, 2018

NAME OF PROJECT: **Competitive Bid #WG18-35 – Renovations of Restrooms at the
Baldwin County Satellite Courthouse located in Foley, AL**

OWNER: **Baldwin County Commission**

CONTRACTOR: **Highland Wake Construction, LLC**

The following changes are hereby made to the CONTRACT DOCUMENTS:

ADD: Replace all 11 rusted out floor drains
Chip out existing concrete up to 1 foot in area to access the old drain
Replace existing metal drain with new PVC
Replace existing metal drain cover with new brass cover
Repair floor as needed to install new tile

TOTAL \$ 5,544.00

The Original (CONTRACT PRICE)	\$110,697.23
Net change by previously authorized Change Orders	\$ 0.00
The (Contract Price) prior to this Change Order was	\$110,697.23
The new (Contract Price) will be (increased) by this Change Order	\$ 5,544.00
The new (CONTRACT PRICE) including this CHANGE ORDER will be	\$116,241.23

CONTRACTOR: **Highland Group - Highland Wake Construction**

RECOMMENDED:  **Sr. Project Manager**

OWNER: _____



Baldwin County Commission

Agenda Action Form

File #: 19-0130, **Version:** 1

Item #: BE4

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Wanda Gautney, Purchasing Director; Charlie Jones, Chief Deputy; John Henry, Sheriff's Department Building Maintenance Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-03 - Labor and Incidental Materials for Roof Restoration at the Baldwin County Corrections Center Administration Building Located in Bay Minette, Alabama

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the labor and incidental materials for the roof restoration at the Baldwin County Corrections Center Administration Building; 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; and
- 3) Approve and authorize the Purchasing Director to issue a Purchase Order to Garland Company, Inc., in the amount of \$45,310.00 but not to exceed \$47,000.00 for the roofing materials which is being purchased off the U. S. Communities Contract.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission approved in the FY 2018/19 Budget for the roof restoration at the Baldwin County Corrections Center Administration building located in Bay Minette. The roofing materials needed for this project will be purchased off the U. S. Communities Joint Purchasing Contract in the amount of \$45,310.00 but not to exceed \$47,000.00. The additional cost will be for shipping when order is placed. The only materials being supplied by the incidental materials for the project. The Alabama Department of Public Accounts has stated in a letter to all public entities that based on their review of the competitive bidding process used by U. S. Communities that all Alabama entities may use the U.S. Communities contract as long as we verify whether or not the goods are

either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchasing program. The Purchasing Director has verified that the roofing materials are not on the current State of Alabama contract.

The County will place a competitive bid for the labor needed to complete this project.

FINANCIAL IMPACT

Total cost of recommendation: Materials not to exceed \$47,000.00

Budget line item(s) to be used: 51555.5524.119001

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: 11/06/2018

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 & Issue Purchase Order

Additional instructions/notes: N/A

BID #WG19-03 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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

PREPARATION OF BIDS

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

BIDS FOR ALL OR PART

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

AWARD

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

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.

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

LAWS AND REGULATIONS

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

POWER OF ATTORNEY

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

PERFORMANCE BOND

A Performance Bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. The Contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

TRAFFIC CONTROL, SAFETY ITEMS

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

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and

property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:

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

COMPLETION TIME AND LIQUIDATED DAMAGES

Work shall begin within fifteen (15) days after award of contract, or as soon as weather conditions permit, unless otherwise notified.

TIME OF COMPLETION

Work shall begin within fifteen (15) days after award of contract, or as soon as weather conditions permit, unless otherwise notified.

Projects must be completed within **sixty (60) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion date. Substantial Completion shall occur on the Date of Manufacturer's Punch List. Project shall be complete after receipt of Manufacturer's Warranty.

PROTECTION

1) Protect the completed roof system as required in order that the design criteria are met.

- 2) Protect all adjacent surfaces from possible spillage, marring or staining in the process of installation.

GUARANTEE

Contractor will provide a two (2) year Water Tightness Warranty covering labor by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship. This warranty is exclusive of:

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

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials.

FINAL PAYMENT

The Contractor, immediately after the completion of the contract, shall give notice of said completion by an advertisement in some newspaper of general circulation in the local area, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the County. The final payment shall not be made upon the contract until the expiration of 30 days after the completion of the notice and including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

COORDINATION WITH BALDWIN COUNTY CORRECTIONS CENTER

The Contact person for the Baldwin County Commission will be Wanda Gautney, at (251) 580-2520.

DRAWINGS

The drawings are attached.

BID #WG19-03 RESPONSE FORM

Labor & Incidental Materials for Roof Restoration at Baldwin County Corrections Center Admin Bldg.

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: _____

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

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

PROJECT MANUAL

FOR

BALDWIN COUNTY COMMISSION

“BALDWIN COUNTY CORRECTIONS CENTER ADMINISTRATION ROOF
RESTORATION”

LABOR AND INCIDENTAL MATERIALS CONTRACT

BALDWIN COUNTY COMMISSION
312 COURTHOUSE SQUARE
BAY MINETTE, AL. 36507

PROJECT MANUAL
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SECTION 00400 - BID FORM

1. BASE BID \$ _____
Perform roof and restoration to
"Jail Administration Office".
2. UNIT PRICING
 - a. Replace deteriorated wood nailer \$ _____
with pressure treated, to match existing.
dimension. Per Board Foot.
 - b. Remove & replace wet insulation & roof- \$ _____
ing, per Square Foot, in addition to base
bid quantities, credit unused portion.
 - c. Remove and replace deteriorated \$ _____
plywood substrate, 5/8" ext. grade,
per Square Foot.
 - d. Add fasteners to reattach nailer per IBC, \$ _____
Teks 5 or Tapcon. Per Linear Foot.
3. SUBMITTED BY: _____, on _____, 2018.
4. COMPANY NAME: _____

SECTION 01360 – MANUFACTURER WARRANTY CERTIFICATION

Description: IBC Code and Watertightness-Warranty DESIGN compliance document from Roof Restoration System Manufacturer, copy provided to Owner and Contractor.

1. Owner: _____
2. Project: _____
3. Manufacturer: _____
4. Contractor _____
5. Definitions:
 - a. “Substrate”: Any surface the new Restoration System is applied to, including existing roof membranes, deck, perimeter nailers, sheet metal and masonry walls.
 - b. “Roof Restoration System”: The complete repair system including Coatings, Sheet Metal, Prefabricated Metal Panels, Fabrics, Membranes, Adhesives, Mastics, Sealants, Primers, Attachments (fasteners), and Insulations.
6. SUBSTRATE: We have reviewed existing Substrates and have provided Contractor with the preparation and attachment information necessary for Roof Restoration System application to SUBSTRATE in accordance with IBC Code, and Watertightness-Warranty requirements.
7. ROOF RESTORATION DESIGN: We have provided the Contractor with complete DESIGN for Roof Restoration System compliance with IBC Code and Watertightness-Warranty requirements.
8. SHEET METAL DETAILS: We have provided the Contractor with SHEET METAL DETAILS necessary for Roof Restoration System compliance with IBC Code and Watertightness-Warranty requirements.

Sincerely,

Manufacturer Representative PRINT NAME

Date

Manufacturer Representative SIGNATURE

SECTION 07563 - LIQUID APPLIED MEMBRANE ROOF RESTORATION

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Roof & Wall Restoration System
 - 1. New Liquid Applied Membrane Roof

1.2 SUBMITTALS

- A. Submit Section 01360 Manufacturer Warranty Certification. Failure to provide this document will assume non-compliance with specified warranty requirements and be grounds for rejection of Bid.
- B. PRE-CONSTRUCTION
 - 1. All Preconstruction Submittals shall be submitted to Contracting Officer within ten (10) days after date of Award.
 - 2. Sample of Manufacturer's ten (10) year Limited Watertightness Warranty.
- C. Submit Product Data Sheets for each type of product specified.
- D. Manufacturer Qualifications
 - 1. Statement demonstrating minimum 20 years in business.
- E. Job Closeout:
 - 1. Provide executed Manufacturer's Warranties.
 - 2. Perform Owner job completion public advertising requirements, if any.

1.3 MANUFACTURER'S INSPECTIONS

- A. Manufacturer shall provide the following site inspections with reports to Contractor, at no additional charge to Owner.
 - 1. Prejob Conference
 - 2. Twice-Per-Week Construction Visits twice every 5 work days until Substantial Completion.
 - 3. Punch List compilation.
 - 4. Final Completion.
 - 5. Annual Warranty inspections, at no additional charge to Owner.
- B. Contractor shall submit all manufacturer's reports to Owner within two days of receipt from Manufacturer.

PART 2 - PRODUCTS

2.1 LIQUID MEMBRANE SYSTEM

- A. Roof Restoration System as manufactured by Garland Company or preapproved equal.
- B. High build aliphatic urethane liquid waterproofing membrane designed to upgrade performance of existing single-ply membranes. Base Coat grey, Top Coat white.
- | | | |
|----|---------------------------------|-------------|
| 1. | Elongation (ASTM D 412) | 320% |
| 2. | Tensile Strength (ASTM D 412) | 2100 psi |
| 3. | Tear Resistance (ASTM D 624) | 160 lbs/in. |
| 4. | SRI (Solar Reflectance Index) | 110 |
| 5. | Wet Film Thickness (at 2gal/sq) | 32 mils |
- C. Polyester: Continuous reinforcement to repair cracks, seams and joints, used in conjunction with coating.
- | | | |
|----|--------------------------------|-------------|
| 1. | Elongation (ASTM D 1682) | 44% |
| 2. | Tearing Strength (ASTM D 1682) | 17 lbs |
| 3. | Tensile | 75 lbs. |
| 4. | Weight | 3 oz/sq. yd |
- D. Joint Sealant, Masonry & Sheet Metal Surfaces;
- | | | | |
|----|---|-------------|---------|
| 1. | Modifier: Modified Silane, one-part moisture cured. | | |
| 2. | Hardness Shore A | C920, 15-50 | 25-35 |
| 3. | Tensile Strength | D412 @ 77F | 225 psi |
| 4. | Elongation | D412 @ 77F | 500% |

2.2 SHEET METAL COMPONENTS

- A. Sheet Metal 24 gauge, Kynar finish, standard color in compliance with IBC/ANSI-SPRI ES-1 pressures and Mnfr Shop Dwgs.
- B. Fasteners As tested for compliance with IBC/ANSI-SPRI ES-1 pressures and Mnfr Shop Dwgs.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Review Manufacturer's Shop Drawings onsite with Manufacturer's representative and coordinate during weekly site visits, as required for Warranty.
- B. Engage Manufacturer to perform Moisture Scan of existing roof showing wet locations dimensioned on CAD drawing, photos of wet areas with corresponding daytime photos, report provided to Owner, included in Base Bid.

3.2 DEMOLITION

- A. Manufacturer is to be responsible for clearly marking all defects with orange paint on roof surface for all areas requiring demolition.
- B. Remove and replace wet roofing and associated sheet metal details down to the roof deck.
- C. Repair membrane and associated sheet metal defects for field and flashings, per Manufacturer's recommendations.

3.3 LIQUID MEMBRANE ROOF (Installed per Manufacturer's written recommendations)

- A. Clean, remove failed coatings and prep, then prime. **Note that EPDM requires mechanical scrubbing to remove the carbon black.**

- B. Membrane Laps: Apply Base Coat and Top Coat.

- C. Field of Sheet: Apply Top Coat.

- D. Minimum Coverage Rates

		<u>Wet Film</u>	<u>Dry Film</u>
1.	Field Total Thickness (Top Coat):	32 mils	24 mils
2.	Lap Total Thickness (Base & Top Ct):	64 mils	48 mils

3.4 BASE BID QUANTITIES

- A. New Metal Coping, 24 gauge: Include 20 LF in Base Bid.
Kynar finish, standard color.
- B. New deteriorated wood nailer,: Include 20 LF in Base Bid.
pressure treated.
- C. Remove & replace wet insulation: Include 200 SF in Base Bid.
& roofing, 3.0" polyiso, 1ply EPDM
Fully adhered, with taped laps.
- D. New plywood, 5/8" ext. grade: Include 10 SF in Base Bid.

- E. New EPDM membrane flashings Include 100 LF in Base Bid.?
- F. All quantities assume demolition of existing, fabrication and installation of new.

3.5 OWNER PURCHASED MATERIALS

- A. Owner shall provide materials and quantities listed below for contractor's use in completing these specifications. Contractor shall be responsible for receiving all quantities at jobsite, hoisting to rooftop, and subsequent storage.
- B. Contractor shall be responsible for purchase of any additional materials and quantities required to complete Specification and issue of manufacturer's warranty. Under no circumstances shall owner be responsible for ordering additional materials beyond those originally provided.
- C. All unused Owner-purchased materials shall remain the possession of Owner.
- D. All materials shall be kept covered from weather and set atop pallet at all times.
- E. Material to be Owner-Purchased;
 - 1. "White Knight Plus Base Coat", 5-gal pail, (18) pails.
 - 2. "White Knight Plus" (top coat), 5-gal pail, (53) pails.

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

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

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

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

PROVIDER:

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG17-30”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG19-03 – Labor and Incidental Materials for Roof Restoration at the Baldwin County Corrections Center Administration Building Located in Bay Minette, Alabama”.

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

XVII. General Responsibilities of the COUNTY.

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

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

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

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this

Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

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

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **one hundred twenty (120) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.

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

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

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

COUNTY

ATTEST:

FRANK BURT, JR. / Date
Chairman

RONALD J. CINK/ Date
County Administrator/Budget Director

NOTARY & SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

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

Notary Public
My Commission Expires

PROVIDER:

Insert Providers Name

By _____/Date
Its _____

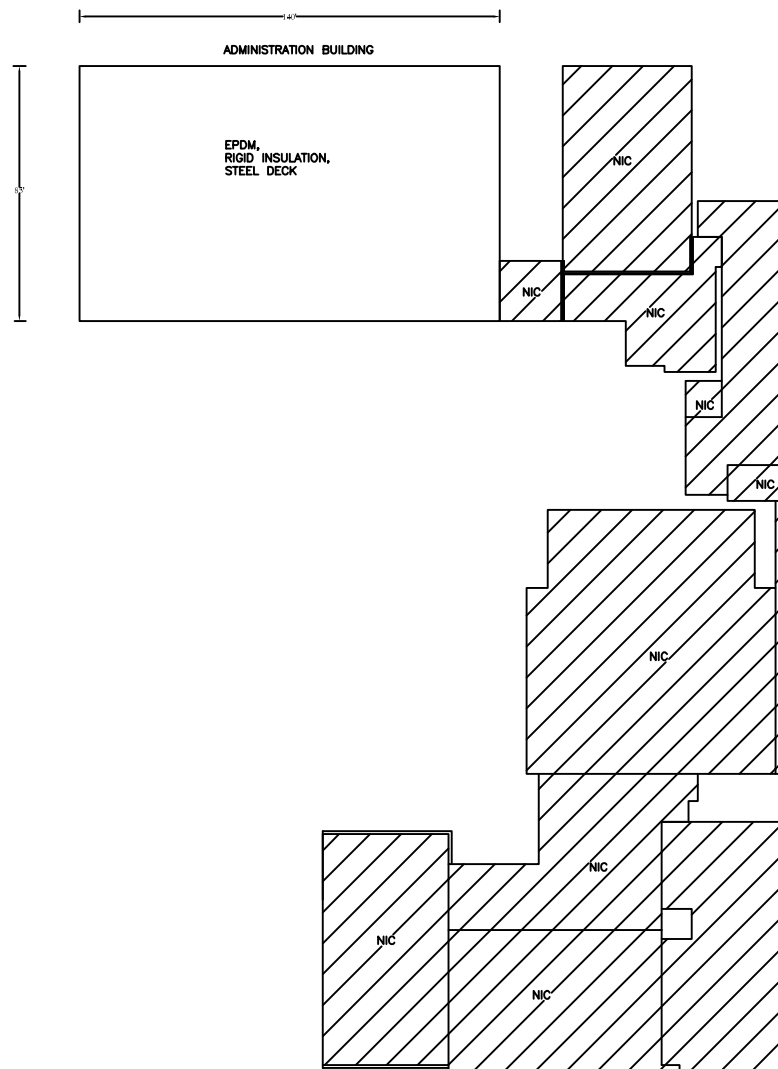
State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2018.

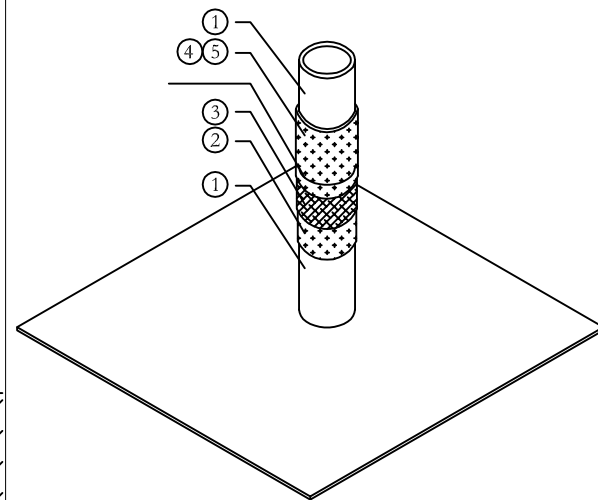
Notary Public
My Commission Expires



1 ROOF PLAN
SCALE: 1/64"=1'0"

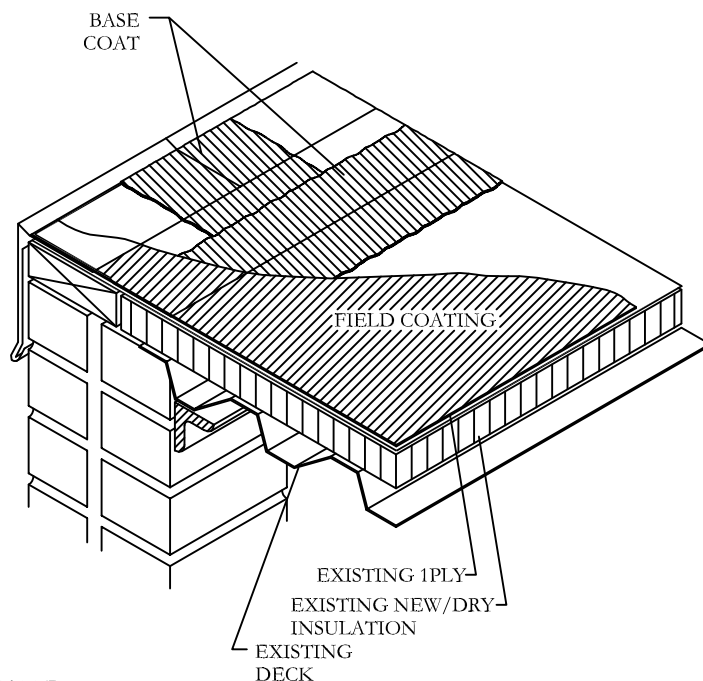
SCOPE OF WORK ROOF RESTORATION:

LIQUID MEMBRANE ROOF RESTORATION SYSTEM - ALL
ROOFTOP SINGLE PLY MEMBRANE ROOF AND FLASHINGS.



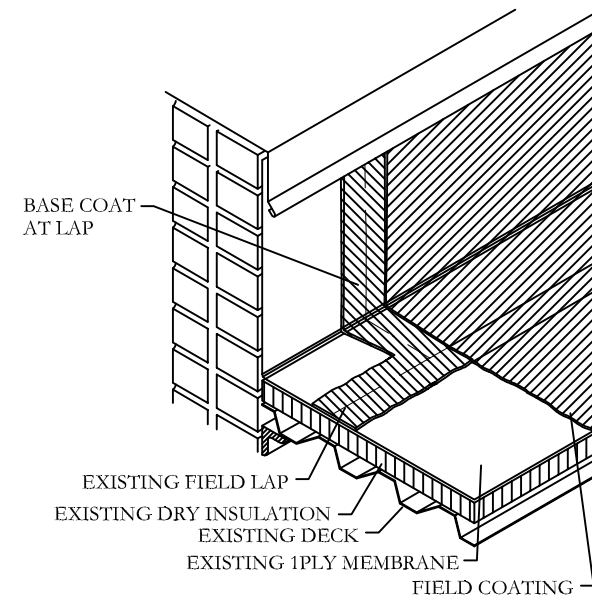
A LIQUID FLASHING REINFORCEMENT; PIPE SUPPORT
1 N.T.S.

- 1 GRIND/SCRAPE OFF ALL COATINGS & SEALANTS FROM METAL PIPE & MEMBRANE, MASK TARGET AREA ON PIPE & MEMBRANE WITH TAPE, AND CLEAN WITH ISOPROPYL ALCOHOL
- 2 APPLY 32 WET MIL BASE COAT OF LIQUID FLASHING COATING OVER MASKED AREA
- 3 EMBED POLYESTER INTO BASE COAT.
- 4 APPLY 32 WET MIL TOP COAT OF LIQUID FLASHING COATING OVER POLYESTER EXTENDING 2" PAST THE SCRIM IN ALL DIRECTIONS
- 5 APPLY TWO COATS REFLECTIVE SURFACING AFTER 15-30 DAYS CURE



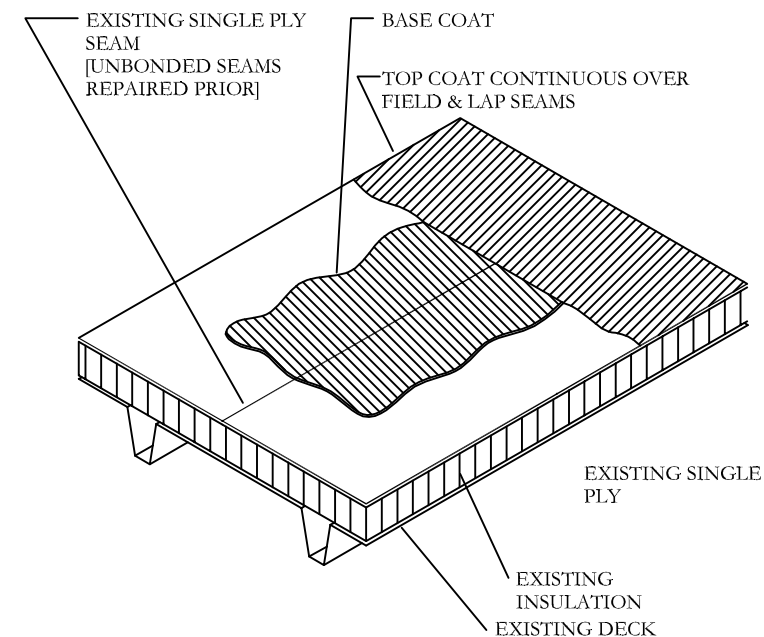
A LIQUID APPLIED MEMBRANE AT EDGE
2 N.T.S.

- SCOPE
1. METAL EDGE JOINTS AND MEMBRANE LAPS REINFORCED W/ BASE COAT.
 2. FIELD COATING APPLIED OVER ENTIRE ROOF SURFACE.



- NOTES:
1. BASE COAT: TWO (2) GALLONS/SQUARE BASE COAT, ALLOW 48 HOUR CURE.
 2. TOP COAT: FIELD COATING OVER BASE COAT AT 2 GALLONS/SQUARE.

A FLASHING REINFORCEMENT
3 N.T.S.



- NOTES:
1. LAP SEAMS: BASE COAT AT 2.0 GAL/SQ, 8" WIDE OVER THE SEAM. ALLOW 24 HOUR CURE.
 2. FIELD & LAP SEAMS: TOP COAT AT 2 GAL/SQ.

A LIQUID MEMBRANE AT FIELD AND LAP SEAMS
4 N.T.S.

BALDWIN COUNTY JAIL
ADMINISTRATION BUILDING
BAY MINETTE, ALABAMA 36507

DRAWN
P.J.
CHECKED
T.T.
DATE
10/04/2018
SCALE
1/64"=1'0"

SHEET

A-1

1-OF-4 SHEETS



Garland/DBS, Inc.
25162 Network Place
Chicago, IL 60673-1251
US Communities: MICPA# 09-5408



	<u>Product</u>	<u>Unit Size</u>	<u>Price</u>	<u>Qty</u>	
	<u>Jail Administration</u>				
1	White Knight Plus Base Ct	5 gal pail	\$ 606.00	18	\$ 10,908.00
2	White Knight Plus Top Ct	5 gal pail	\$ 591.00	53	\$ 31,323.00
	Subtotal				\$ 42,231.00
	USC Discount (1%)				\$ 422.31
	Total				\$ 41,808.69

plus est. freight 3500.00
45,308.69



Baldwin County Commission

Agenda Action Form

File #: 19-0131, **Version:** 1

Item #: BE5

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Wanda Gautney, Purchasing Director; Chief Charlie Jones; Junius Long, Facilities Maintenance Coordinator

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-04 - Labor and Incidental Materials for Roof Replacement at the Baldwin County Sheriff's Investigation Building Located in Robertsedale, Alabama

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the labor and incidental materials for the roof replacement at the Baldwin County Sheriff's Investigation Building located in Robertsedale, Alabama; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised; and
- 3) Approve and authorize the Purchasing Director to issue a Purchase Order to Garland Company, Inc., in the amount of \$71,325.00 but not to exceed \$72,000.00 for the roofing materials which is being purchased off the U. S. Communities Contract.

Funding Source for this project to be Commission Fund Balance.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Facilities Maintenance Coordinator has requested that a competitive bid be placed for the labor and incidental materials for roof replacement on the Robertsedale Sheriff's Investigation building. Over the last several years every time it rains we have to do temporary roof repairs on the old metal roof. At this time, the leaking has not caused any major damage but if the roof is not replaced it could result in major damage to the inside of the building. The roofing materials needed for this project will be purchased off the U. S. Communities Joint Purchasing Contract in the

amount of \$71,325.00 but not to exceed \$72,000.00. The additional cost will be for shipping when order is placed. The Alabama Department of Public Accounts has stated in a letter to all public entities that based on their review of the competitive bidding process used by U. S. Communities that all Alabama entities may use the U.S. Communities contract as long as we verify whether or not the goods are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchasing program. The Purchasing Director has verified that the roofing materials are not on the current State of Alabama contract.

The County will place a competitive bid for the labor needed to complete this project.

FINANCIAL IMPACT

Total cost of recommendation: Materials not to exceed \$72,000.00

Budget line item(s) to be used: Commission Fund Balance

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

LEGAL IMPACT

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

Reviewed/approved by: 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: 11/06/18

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 Bids & issue Purchase Order

Additional instructions/notes: N/A

BID #WG19-04 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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

PREPARATION OF BIDS

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

BIDS FOR ALL OR PART

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

AWARD

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

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.

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

LAWS AND REGULATIONS

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

POWER OF ATTORNEY

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

PERFORMANCE BOND

A Performance Bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. The Contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

TRAFFIC CONTROL, SAFETY ITEMS

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

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

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

TIME OF COMPLETION

Work shall begin within fifteen (15) days after award of contract, or as soon as weather conditions permit, unless otherwise notified.

Projects must be completed within **ninety (90) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion date. Substantial Completion shall occur on the Date of Manufacturer's Punch List. Project shall be complete after receipt of Manufacturer's Warranty.

PROTECTION

- 1) Protect the completed roof system as required in order that the design criteria are met.
- 2) Protect all adjacent surfaces from possible spillage, marring or staining in the process of installation.

GUARANTEE

Contractor will provide a two (2) year Water Tightness Warranty covering labor by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship. This warranty is exclusive of:

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

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials.

FINAL PAYMENT

The Contractor, immediately after the completion of the contract, shall give notice of said completion by an advertisement in some newspaper of general circulation in the local area, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the County. The final payment shall not be made upon the contract until the expiration of 30 days after the completion of the notice and including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

COORDINATION WITH BALDWIN COUNTY CORRECTIONS CENTER

The Contact person for the Baldwin County Commission will be Wanda Gautney, at (251) 580-2520.

DRAWINGS

The drawings are attached.

BID #WG19-04 RESPONSE FORM

Labor & Incidental Materials for Roof Replacement at Baldwin County Sheriff's
Investigation Bldg.

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: _____

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

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

PROJECT MANUAL

FOR

BALDWIN COUNTY COMMISSION

“ROBERTSDALE SHERIFF’S INVESTIGATION BUILDING ROOF REPLACEMENT”

LABOR AND INCIDENTAL MATERIALS CONTRACT

BALDWIN COUNTY COMMISSION
312 COURTHOUSE SQUARE
BAY MINETTE, AL. 36507

PROJECT MANUAL
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ROOF PLAN	"ROOF PLAN"

BID FORM

BID TO: Baldwin County Commission

1. The undersigned BIDDER agrees to enter into an agreement with OWNER, in the form included in the Bidding Documents, to perform and furnish the Work as specified for the Bid Price and within the Bid Times indicated.

B. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award;

4. UNIT PRICING

b. Replace deteriorated fascia board PT, match existing dimension. BF \$ _____

7. COMPANY NAME:

SECTION 01360 - QC SUBMITTALS; MANUFACTURER SITE REVIEW

Description: Factory Mutual, IBC Code and Watertightness-Warranty DESIGN compliance document from Roof System Manufacturer, copy provided to Owner and Contractor.

1. Owner: _____
2. Project: _____
3. Manufacturer: _____
4. Contractor _____
5. Definitions:
 - a. "Substrate": Any surface the new Roof System is applied to, including existing structural members, deck, perimeter nailers, and masonry walls.
 - b. "Roof System": The complete roof including Sheet Metal Trim, Metal Panels, Clips, Sealants, Fasteners, Underlayments, and Insulations.
6. SUBSTRATE: We have reviewed existing Substrates and have provided Contractor with the preparation and attachment information necessary for Roof System application to SUBSTRATE in accordance with Factory Mutual, IBC Code, and Watertightness-Warranty requirements.
7. ROOF DESIGN: We have provided the Contractor with ROOF DESIGN for Roof System compliance with Factory Mutual, IBC Code and Watertightness-Warranty requirements.
8. SHEET METAL DETAILS: We have provided the Contractor with SHEET METAL DETAILS necessary for Roof System compliance with Factory Mutual, IBC Code and Watertightness-Warranty requirements.

Having binding authority upon Manufacturer issuing warranty, I have reviewed Substrate, Roof Design, and Sheet Metal Details, and hereby CERTIFY their compliance with performance requirements of IBC Chapter 15 and our Warranty.

Sincerely,

Manufacturer Representative PRINT NAME

Date

Manufacturer Representative SIGNATURE

SECTION 07410 - STANDING SEAM ROOF PANEL REPAIRS

PART I GENERAL

1.1 SCOPE OF WORK.

- A. Work described in this section includes pre-formed metal roofing system complete with panels, clips, perimeter trim flashing and penetration flashing,

1.2 RELATED SECTIONS.

- A. N/a

1.3 REFERENCE STANDARDS.

- A. American Iron and Steel Institute (AISI):
1996 Ed. Specification for the Design of Cold-Formed Steel Structural Members.
- B. American Society of Civil Engineers (ASCE):
ASCE 7-98 Minimum Design Loads for Buildings and Other Structures.
- C. American Society for Testing and Materials (ASTM):
 - 1. A792-96 Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 2. B209-96 Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 3. D1056-91 Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
 - 4. D3575-84 Test Methods for Flexible Cellular Materials made from Olefin Polymers.
 - 5. E283-93 Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
 - 6. E331-86 Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
 - 7. E1592-95 Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.

8. E1646-95 Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
 9. E1680-95 Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- D. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
1993 Architectural Sheet Metal Manual, 5th edition.
- E. Underwriters' Laboratories (UL):
1. UL-263 Fire Tests of Building Constructions and Materials.
 2. UL-580 Tests for Uplift Resistance of Roof Assemblies.
 3. UL-790 Tests for Fire Resistance of Roof Covering Materials.

1.4 SUBMITTALS.

- A. Submit Section 01360 Manufacturer's QC Submittal per International Building Code (IBC), Chapter 15, Section 1504, ASCE 7 reviewed by the roofing system manufacturer's State-licensed structural engineer, for Roof System and Perimeter Sheet Metal.
- B. Submit sample of Manufacturer's 30 year, single-source, labor and materials warranty.
- C. Submit Manufacturer's certification that it is in compliance with Section 3.1 and will issue the requested Warranty for the specified Scopes of Work for each individual section.
- D. Shop Drawings: Show roofing system with flashings and accessories in plan, sections and details. Include metal thickness' and finishes, panel lengths, joining details, anchorage details, flashings and special fabrication provisions for termination and penetrations; thermal expansion provisions and special supports. Indicate relationships with adjacent and interfacing work. Indicate fastener types and spacing; and provide fastener pullout values. Shop drawings must be completed by the metal panel manufacturer's engineering department. Any and/or all changes recommended by the successful bidder must be approved by the manufacturer in writing prior to submittal.
- E. Product Data: Include manufacturer's detailed material and system description, sealant and closure installation instructions, engineering performance data and finish specifications. Indicate fastener types and spacing; and required fastener pullout values.

- F. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. Design load calculations shall be reviewed by a registered professional engineer employed by the system manufacturer as a full-time staff engineer.
- G. Design Test Reports: Provide certified test reports from an independent testing laboratory that bear the seal of a registered professional engineer to show compliance with the performance criteria specified in section 1.9. Each of the following test reports must be submitted:
1. ASTM E1592-95: Test results must clearly demonstrate compliance with the following requirements:
 - a. The ultimate test failure load shall be reduced by the safety factor specified in section 1.9 to determine the **allowable working load** for the panel system.
 - b. The proposed system has been tested to insure that the **allowable working load** of the panel system meets or exceeds the specified negative wind uplift pressures listed in section 1.9 of this specification for all roof zones.
 - c. The test results are applicable for the panel material, grade, thickness, width, and profile specified. Results are not applicable for systems that are thinner, wider, lower grade, or different material/profile than the system which was tested.
 - d. The results must clearly show that the allowable clip spacing meets or exceeds the requirements specified in section 3.2 C for all roof areas. Clip spacing shall not be reduced for any roof zone from that which is specified.
 2. ASTM E283-93 & E331-86: Test results must clearly demonstrate compliance with the performance requirements specified in section 1.9.
 3. ASTM E1646-95 & E1680-95: Test results must clearly demonstrate compliance with the performance requirements specified in section 1.9. The differential test pressures must be equal to those specified in section 1.9.
 4. UL 580: The test report shall clearly show a rating of **Class 90** over the same substrate as specified for this project. The clip spacing as tested for UL approval must be in compliance with the required clip spacing specified for this project in section 3.2 C.

5. UL 790: The test report shall clearly show a rating of **Class A** roofing material.
 6. UL 263: The panel system shall clearly be shown as approved for use in an UL Construction Assembly which conforms to the construction of this project.
- H. Samples: Upon request, provide full scale samples of the following materials and system components. Samples shall be of identical material type, thickness, panel width, and material grade/alloy/temper as the system specified for this project. Except for item 2, samples may be of any of the manufacturer's standard colors.
1. Submit a 12" long by actual width sample of panel showing seam profile and stiffening mesas across the flat pan of the panel.
 2. Provide a 6" x 6" sample of the color selected for this project. The sample shall be the actual specified coating system on a metal substrate.
 3. Provide samples of actual system components, including: each type of anchor/clip required, head closure assembly, roll goods (if specified), bearing plates and/or framing (if specified).

1.5 ALTERNATE MANUFACTURERS.

- A. Basis for Design is Garland Company's "RmerSpan" Standing Seam Roof Panel.
- B. Alternate Manufacturers: Bidders wishing to propose an alternate manufacturer shall submit the following information for review at least 10 business days prior to bid opening:
1. Direct all requests for Substitutions to:
LA Research & Engineering
Attention: Albert McEachern Jr. P.E.
(251) 653-9009
AMcE2000@aol.com
5815 I-10 Industrial Parkway South
Theodore, AL 36582
 2. Submit each item listed in section 1.4 (A through H) for evaluation of the proposed system. Complete project shop drawings for a similar project may be submitted in lieu of shop drawings for this project.
 3. Tests shall have been made for identical systems within the ranges of specified performance criteria.

4. A list of a minimum of five (5) jobs where the proposed alternate material was used under similar conditions. The reference list shall include date of project, size of project, project address, and telephone number of architect/owner contact.
5. A financial statement demonstrating a current ratio of 3:1 (current assets to current liabilities).
6. A written statement from the manufacturer stating that they will provide the building owner with site inspections three days per week, for a minimum of one (1) hour per day by an experienced, full time employee of the company.
7. Sample panel and color showing profile and finish matching existing.

1.6 INSTALLER QUALIFICATIONS.

- A. Engage an experienced metal roofing contractor (erector) to install standing seam system who has a minimum of three (3) years experience specializing in the installation of structural standing seam metal roof systems.
- B. Contractor must be certified by manufacturer specified as supplier of structural standing seam system and obtain written certification from manufacturer that installer is approved for installation of specified system. If requested, contractor must supply owner with a copy of this certification.
- C. Successful contractor is required to maintain a full-time supervisor/foreman who is on the job-site at all times during installation of new roof system. Foreman must have a minimum of five (5) years experience with the installation of system similar to that specified.
- D. Successful contractor must obtain all components of roof system from a single manufacturer including any roll good materials if required. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.
- E. If required, fabricator/installer shall submit work experience and evidence of adequate financial responsibility. The owners representative reserves the right to inspect fabrication facilities in determining qualifications.

1.7 DELIVERY, STORAGE, AND HANDLING.

- A. Manufacturer's responsibility:
 1. Protect components during fabrication and packing from mechanical abuse, stains, discoloration, and corrosion.

2. Provide protective interleaving between contact areas of exposed surfaces to prevent abrasion during shipment, storage, and handling.
- B. Installer's responsibility:
1. Store materials off ground providing for drainage; under cover providing for air circulation; and protected from wind movement, foreign material contamination, mechanical damage, cement, lime or other corrosive substances.
 2. Handle materials to prevent damage to surfaces, edges and ends of roofing sheets and sheet metal items. Damaged material shall be rejected and removed from the site.
 3. Protect panels from wind-related damages.
 4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

1.8 JOB CONDITIONS.

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal roofing system.
- B. Protection:
1. Provide protection or avoid traffic on completed roof surfaces.
 2. Do not overload roof with stored materials.
 3. Support no roof-mounted equipment directly on roofing system.
- C. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof is in place and approved prior to installation of roofing.

1.9 MANUFACTURER'S INSPECTIONS

- A. When the project is in progress, the Roofing System Manufacturer will provide the following:
1. Keep the Architect informed as to the progress and quality of the work observed.
 2. Provide job site inspections a minimum of three days per week, with written inspection reports of observations.

3. Report to the Architect in writing, any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
4. Confirm, after completion of the project and based on manufacturer's observations and tests, that manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.
5. All associated cost for roof system manufacturer's supervision as described into this section shall be incurred by Contractor and shall be represented in base bid.
6. Manufacturer's inspector shall be an employee of the manufacturer having legal binding authority, and shall not be a third party.
7. Manufacturer's inspections and the conditions observed, shall in no way be excluded from the Warranty coverage.

1.10 WARRANTIES.

- A. Owner shall receive ONE (1) WARRANTY from manufacturer of roof panels covering ALL of the following criteria. Multiple warranties are NOT acceptable.
 1. Weathertightness Warranty: 30 year weathertightness warranty from a single manufacturer, for entire installation (clips, panels, curbs, boots, flashing, counterflashing, and trim).
 2. Finish Warranty: 20 year paint-finish warranty from a single manufacturer, against blistering, peeling, cracking, flaking, and chalking, for all roof components including touch-up paint, panels, curbs, flashing, counterflashing, and trim.
 3. 20 year material coverage.
 4. Installer shall provide manufacturer with 2 year warranty covering roofing system installation and watertightness.
 5. ONE manufacturer shall provide a single warranty for new standing seam roof areas, and transitions between new and old roof sections.
 6. Warranty shall cover (does not exclude) installer's workmanship.
 7. Warranty shall cover (does not exclude) roof design.
 8. Warranty shall commence on date of Substantial Completion.

9. Warranty shall not be prorated.

PART II PRODUCTS

2.1 STANDING SEAM ROOFING SYSTEM.

A. Materials.

1. Panel material: 22 ga., Galvalume steel, type AZ-55 smooth as per ASTM A792-96.
2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of same material, thickness, and finish as roof system, unless indicated otherwise.

B. Finish on surfaces:

1. Exposed surfaces for coated panels :
 - a. Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
 - b. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
 - c. Color shall be GARLAND Standard Color, matching existing finish.
2. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 - .30 dry film thickness (TDF).

C. Characteristics:

1. Fabrication: Panels shall be factory roll-formed from specified metal. Field rolled panels will not be allowed.
2. Configuration: Interlocking standing seams incorporating concealed anchor clips allowing thermal movement. Snap-on separate seam caps are not acceptable. **MATCHING EXISTING PROFILE.**
3. Seam shall have a factory applied hot melt sealant bead. Sealant shall be a SIS (Styrene-Isoprene-Styrene) block copolymer type thermoplastic rubber adhesive, non-fatigue water barrier.

4. Panel and clip shall be designed to prevent clip contact with the seam sealant, so that normal expansion and contraction of panel will not cause damage to integrity of the seal. Systems with contact between clip and sealant will not be allowed.
5. Panel shall have an internal gutter/anti-siphon feature on the male leg as additional protection against water infiltration.
6. Profile of panel-pan shall matching existing profile.
7. A 3/8" high clearance between the panel and substrate is required to properly vent the system.
8. Standing Seam Panel Width: per Manufacturer's Section 01360a and 1360b.
9. Panel clips: Clips shall be minimum 18 gauge, galvanized steel designed to allow for **unlimited** thermal movement of the panel in each direction along the longitudinal dimension. Two-piece clips are not acceptable.

D. Accessories.

1. Gable anchor clips: 18 gauge, galvanized steel.
2. Fasteners:
 - a. Concealed fasteners: Corrosion resistant steel screws (zinc plated or equal) designed to meet structural loading requirements. The normal minimum screw size shall be #14.
 - b. Exposed fasteners: Series 410 stainless steel screws or 1/8" diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.
3. Closures: Factory precut closed cell foam meeting ASTM D1056 and/or D3575, with metal trim matching panels when used at hip, ridge, jamb, and rake.
4. Provide all miscellaneous accessories for complete installation.

2.2 ACCESSORY PRODUCTS.

- A. Sealant:
 - 1. Acceptable product:
 - a. Concealed Application : PT1-707 or Bostik Chem-Calk butyl sealant or equal.
 - b. Exposed Application : General Electric Co., SILGLAZE II 2800 or equal.
 - 2. Colors: As selected by architect from sealant manufacturer's standard selection.
- B. Underlayment:
 - 1. Manufacturer's approved membrane.
- C. Insulation:
 - 1. Matching existing.
- D. Roof Hugger or equal; prepunched "Z" Purlins, retrofit over existing metal roof.
 - 1. Install minimum 18 gauge roof huggers, with engineering provided by manufacturer.

2.3 FABRICATION

- A. Shop fabricate metal roofing and flashing components to the maximum extent possible, forming metal work with clear, sharp, straight, and uniform bends and rises. Hem exposed edges of flashings.
- B. Form flashing components from full single width sheet in minimum 10'-0" sections. Provide shop fabricated, mitered corners, joined using closed end pop rivets and joint sealant.
- C. Fabricate roofing and related sheet metal work in accord with approved shop drawings and applicable standards.

PART III EXECUTION

3.1 EXAMINATION

- A. Perform spray test at dormer windows to determine extent of window leakage.**

PREPARATION.

- A. Manufacturer shall examine the alignment of building structure and substrate and provide contractor with recommended corrections of any objectionable warp, waves or buckles in the substrate before proceeding with installation of the pre-formed metal roofing.
- B. Manufacturer shall perform all investigation and design-review for existing substrates and constructions as necessary to ensure its proposed and installed roof systems are in compliance with Specification, Code and Warranty requirements.
- C. Pre-roofing conference: Prior to beginning metal roofing work, a pre-roofing conference shall be held to review work to be accomplished.
 - 1. Engineer, contractor, and metal roofing system manufacturer's representative and all other subcontractors who have equipment penetrating roof or whose work involves access to roof shall be present.

3.2 ROOFING AND FLASHING INSTALLATION.

- A. All details will be shown on manufacturer's shop drawings to successful bidder; install roofing and flashings in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.
- B. Prepare roof for the installation of standing seam panels, including:
 - 1. Remove existing panels to structural substrate.
 - 2. Install all decking, framing, and/or furring members as indicated in this specification and Manufacturer's Forms 01360.
 - a. Valley Trim shall receive continuous 18 gauge x 36" wide backer plate.
 - b. Rooftop Equipment shall receive continuous 22 gauge matching finish Valley and Jamb Pans prior to panel installations around curbs, per Manufacturer's curb detail.

3. Replace any damaged insulation and vapor retarders with new, matching existing.
4. Install all underlayments and/or temporary water proofing materials as required in this specification and bid documents.

C. Dormer Demolition

1. Dormers indicated on drawing and associated structure shall be removed.
2. New 16 gauge steel Z purlins shall be installed per code requirements.
3. New 22 gauge steel deck shall be installed to the new Z purlins.
4. Prime underside of deck and install new spray-polyurethane foam minimum R 20 approximately 5" thickness shall be applied to the underside of new steel deck.
5. Install shims provided by new metal roof system manufacturer to ensure even plane across the dormer repair areas.

D. Dormer Wall Panels

1. Remove louver and framing to provide access to support wall.
2. Install steel stud framing minimum 22 gauge at 16" oc to fill in the louver.
3. Install new 22 ga Z channels at 24" oc.
4. Install new metal wall panels with 10 year watertightness warranty.
5. Apply spray-foam insulation minimum R20 to backside of wall panels.

E. Directly over the completed roof substrate, install one piece panel anchor clips. All anchor clips will be fastened into the structural roof substrate based on the following spacing pattern:

1. Manufacturer's Wind Uplift Calculations per Section 01360.

F. Installation of Roof Panels:

1. Two stainless steel pop rivet shall be secured through the male panel leg and the panel clip located at the ridge of the system. The female panel leg will conceal these fasteners.
 - a. Capture all drilling debris during this operation with a rag or cloth placed on the panels at the drilling operation.

- b. Panels are not securely attached to the roof until fixed to the anchor clip. To avoid damage and injury, all panels shall be fixed to the anchor clip immediately as they are installed.
- 2. Un-installed panels which are temporarily stored on the ground or roof shall be secured in place at the end of each day's work to prevent possible damage or injury.
- G. No exposed fasteners shall be allowed except through the inside-vertical-face of trim details. No exposed fasteners shall be allowed through any horizontal panels or trim including curb details.
- H. Coordinate flashing and sheet metal work to provide weathertight conditions at roof terminations. Fabricate and install in accordance with standards of SMACNA Manual and Manufacturer's Detail.
- I. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.
- J. Maximum variation from true planes or lines shall be 1/4" in 20 feet and 3/8" in 40 feet or more. Form joints in linear sheet metal to allow for 1/4" minimum expansion at 20'-0" o.c. maximum and 8'-0" from corners.
- K. At joints in linear sheet metal items, set sheet metal items in two 1/4" beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.
- L. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish.
- M. Clean exposed surfaces of roofing and accessories after completion of installation. Leave in clean condition at date of substantial completion. Touch up minor abrasions and scratches in finish.

3.3 OWNER PURCHASED MATERIALS

- A. Owner shall provide materials and quantities listed below for contractor's use in completing these specifications. Contractor shall be responsible for receiving all quantities at jobsite, hoisting to rooftop, and subsequent storage.
- B. Contractor shall be responsible for purchase of any additional materials and quantities required to complete Specification and issue of manufacturer's warranty. Under no circumstances shall owner be responsible for ordering additional materials beyond those originally provided.

- C. All unused Owner-purchased materials shall remain the possession of Owner.
- D. All materials shall be kept covered from weather and set atop pallet at all times.
- E. Material to be Owner-Purchased;
 - 1. “RmerSpan 16”, Standard Color, Kynar finish, 22 gauge panel, 10,000 SF

END OF SECTION 07412

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER: _____

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

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

any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

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

PROVIDER:

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG19-04**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG19-04 – Labor and Incidental Materials for Roof Replacement at the Baldwin County Building Located in Bay Minette, Alabama”.

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

XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

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

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

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

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

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This

allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker’s Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer’s Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days’ notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its

option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

FRANK BURT, JR. / Date
Chairman

RONALD J. CINK/ Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

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

Notary Public
My Commission Expires

SIGNATURE & NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Providers Name

_____/_____
By _____/Date
Its _____

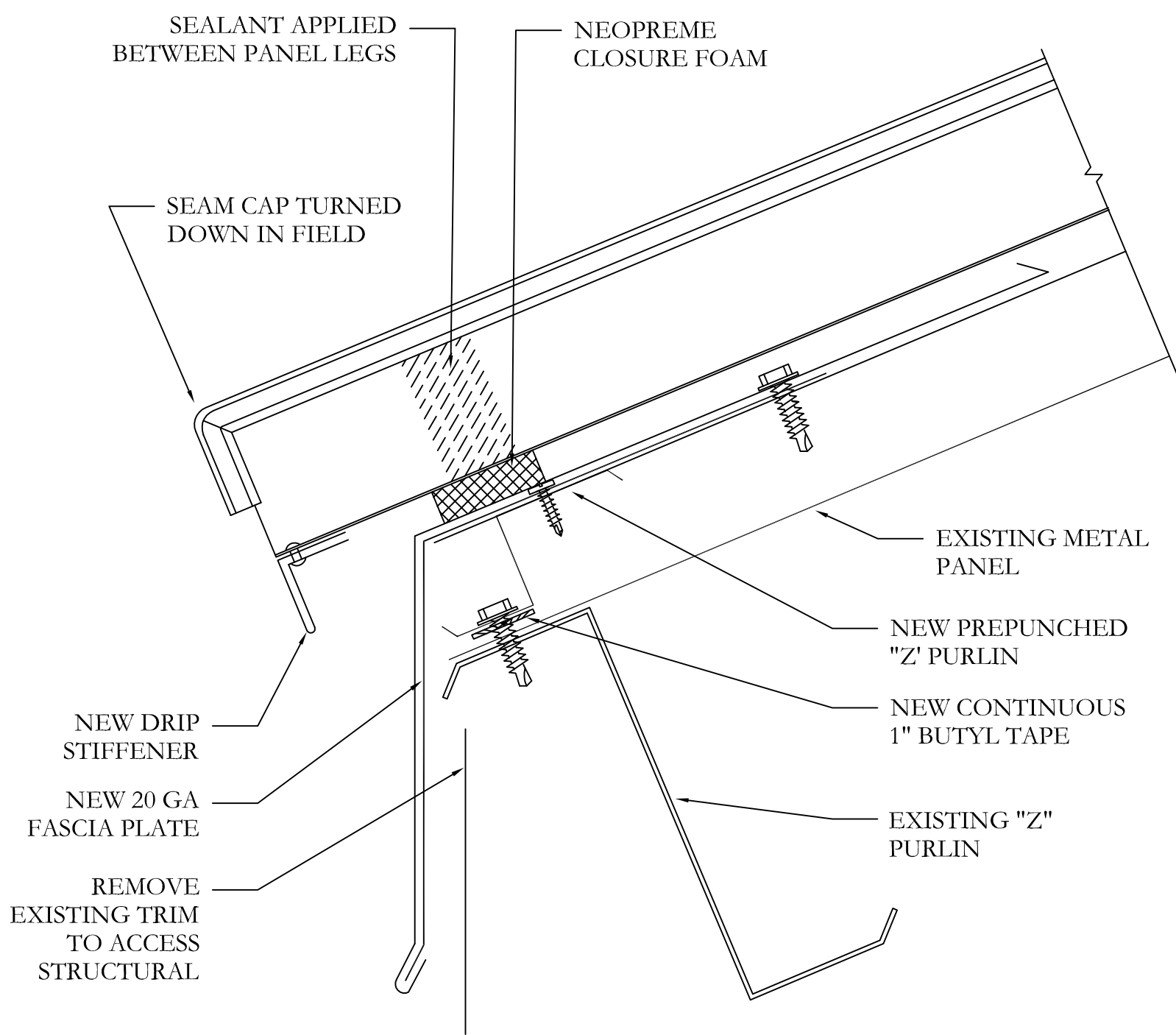
State of Alabama)

County of Baldwin)

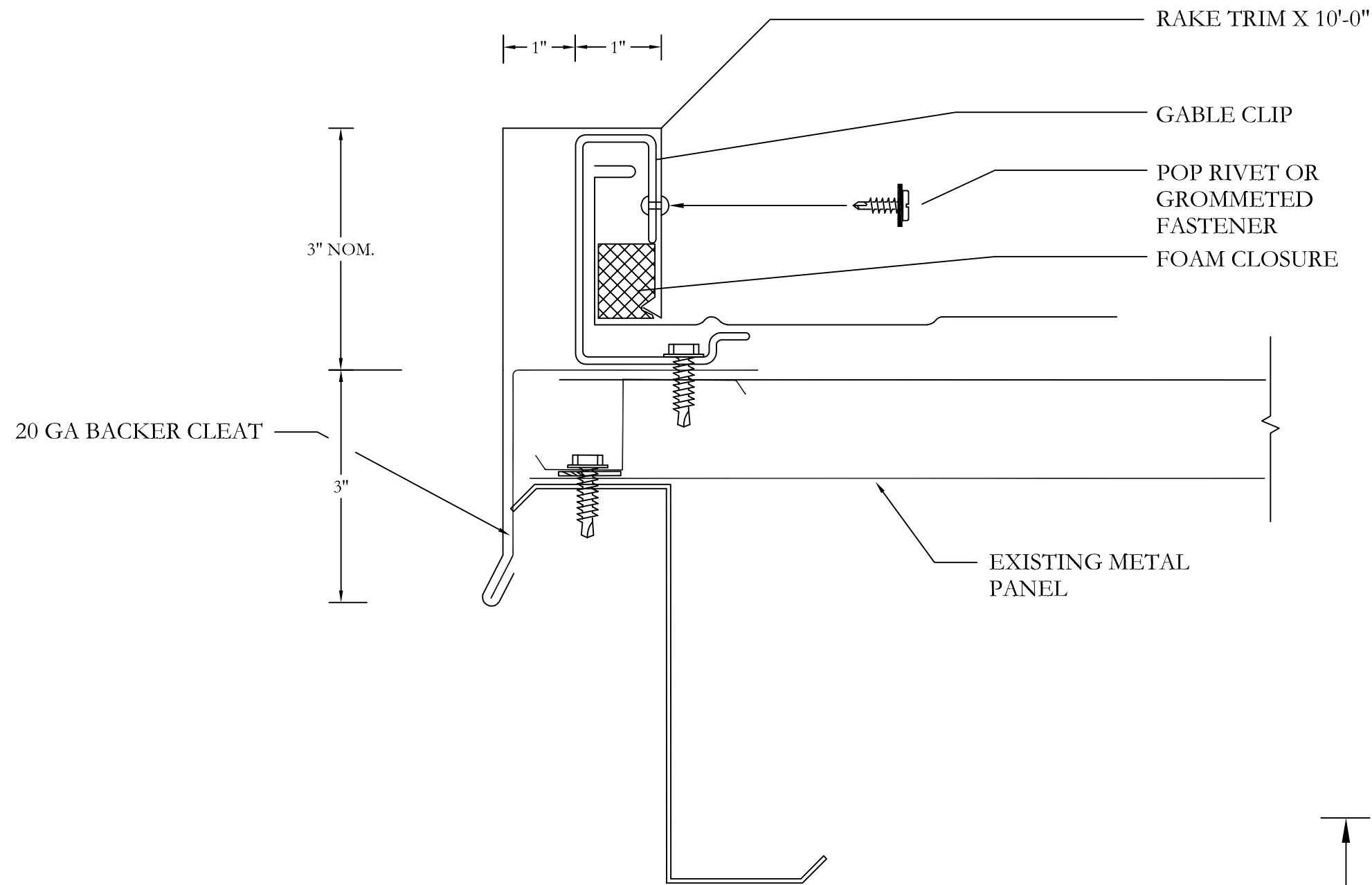
I, _____ Notary Public in and for said County and State, hereby
certify that _____ as _____ of _____, whose name is
signed to the foregoing in that capacity, and who is known to me, acknowledged before me
on this day that, being informed of the contents of the foregoing, he executed the same
voluntarily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

GIVEN under my hand and seal on this the _____ day of _____, 2018.

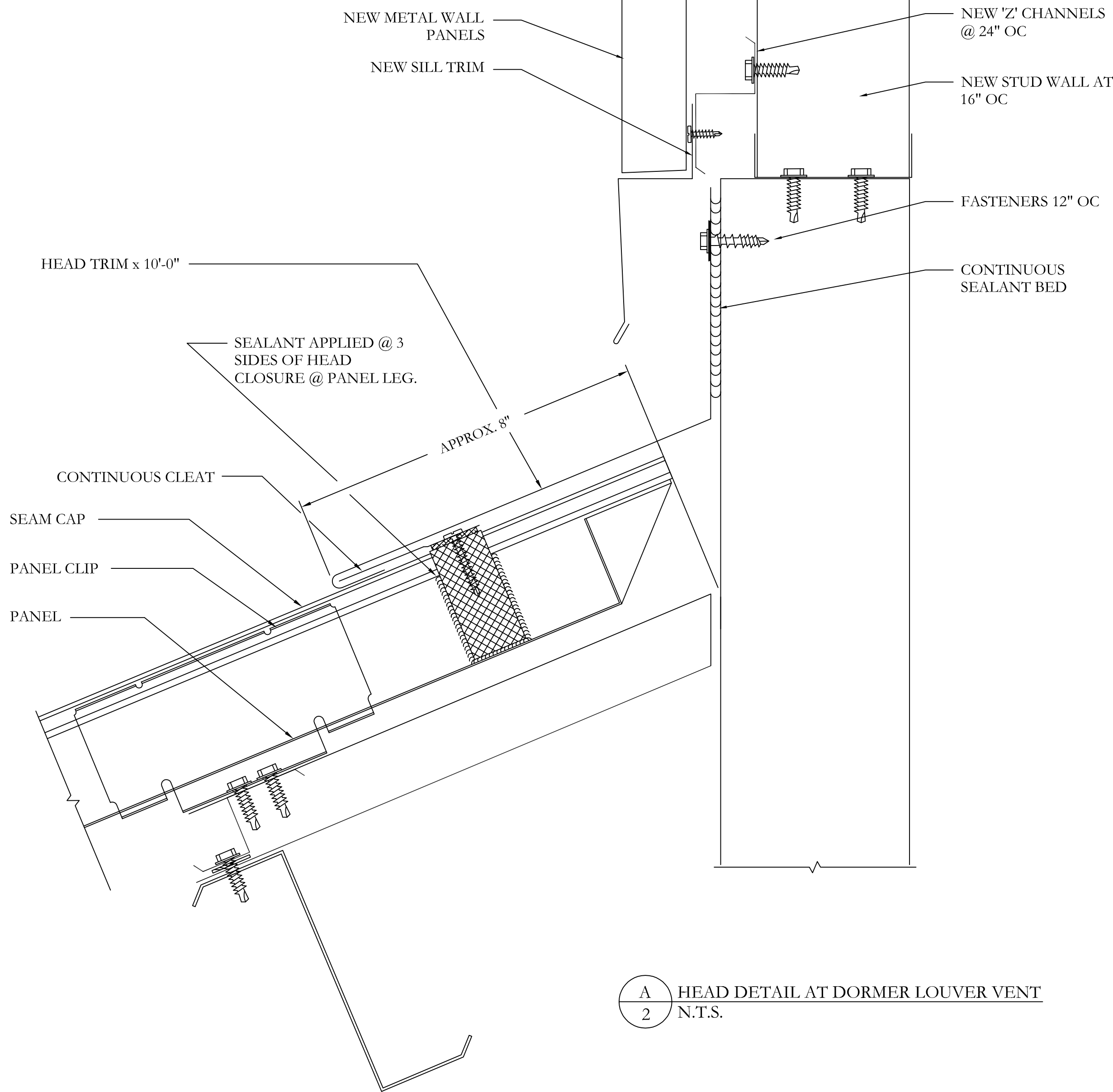
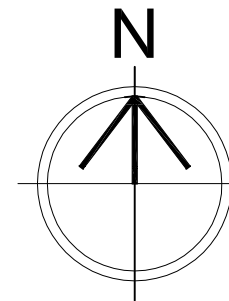
Notary Public
My Commission Expires



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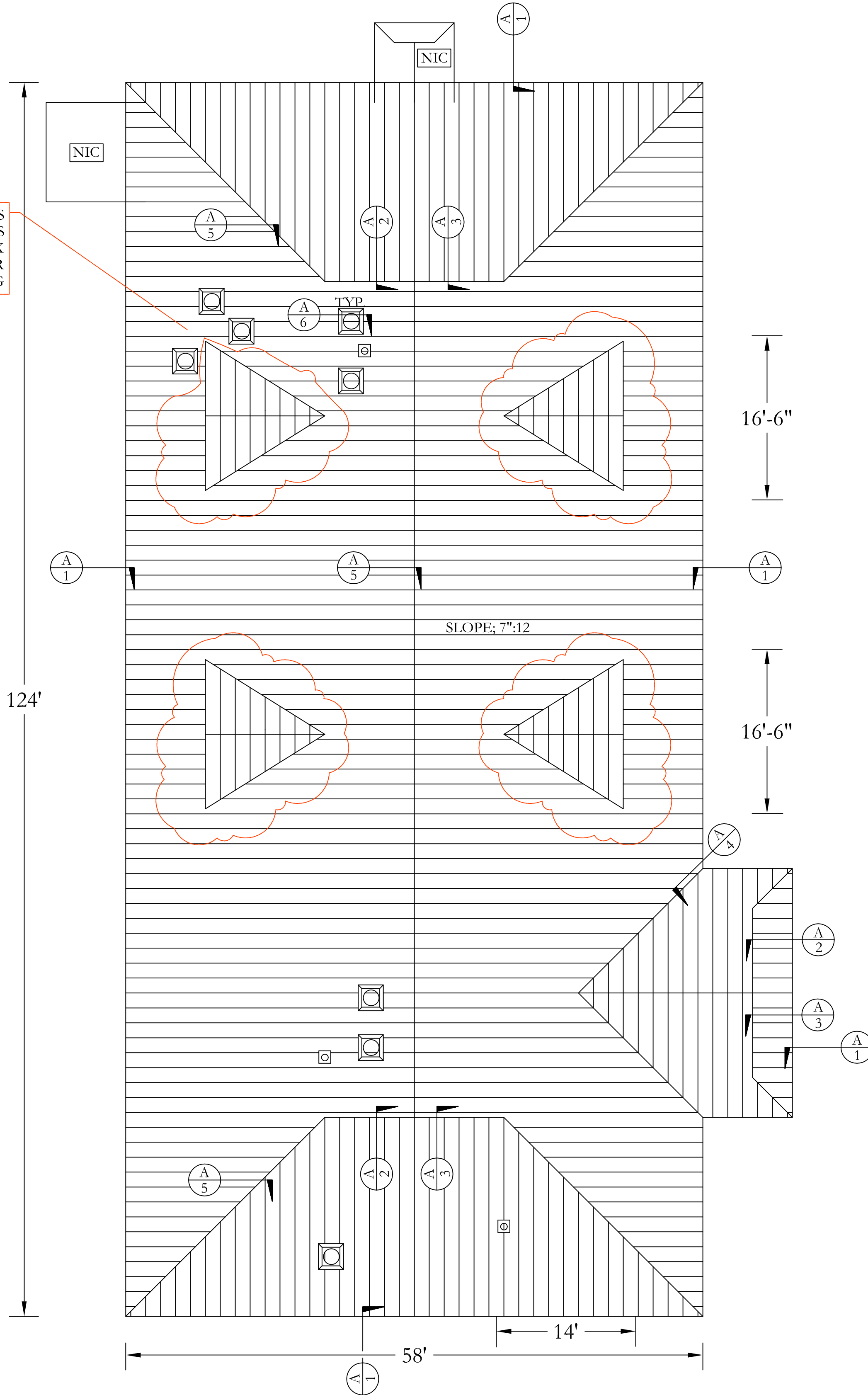


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3 RAKE DETAIL
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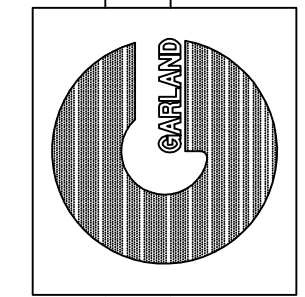


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DEMO 4 DORMERS
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TO 5' OC MAX
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BALDWIN COUNTY SHERIFF'S DEPARTMENT
ROBERTSDALE HEADQUARTERS
COUNTY ROAD 54
ROBERTSDALE, ALABAMA 36567



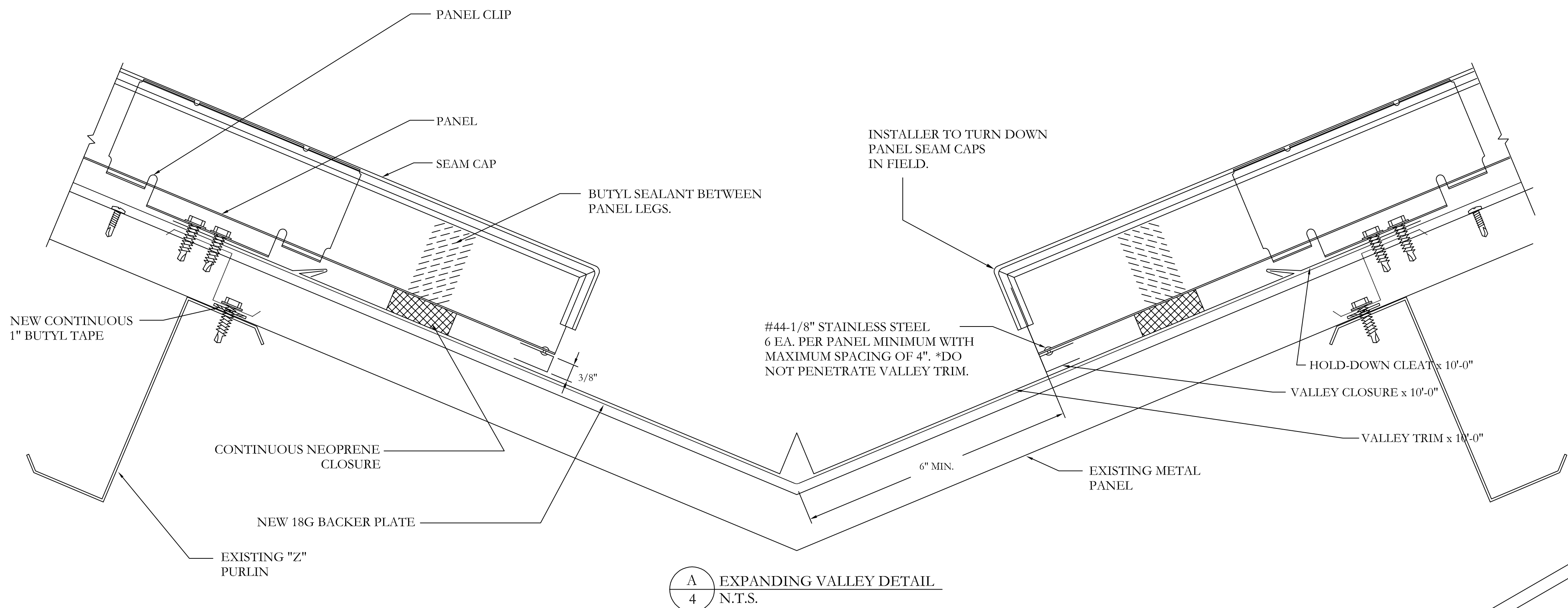
THE GARLAND COMPANY INC.
186 WILLIAMS STREET
MOBILE, AL 36606
PH: 251.401.6533 FX: 251.479-7151
trovissend@garlandinc.com

DRAWN
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CHECKED
T.T.
DATE
10/04/2018
SCALE
1/8\"/>

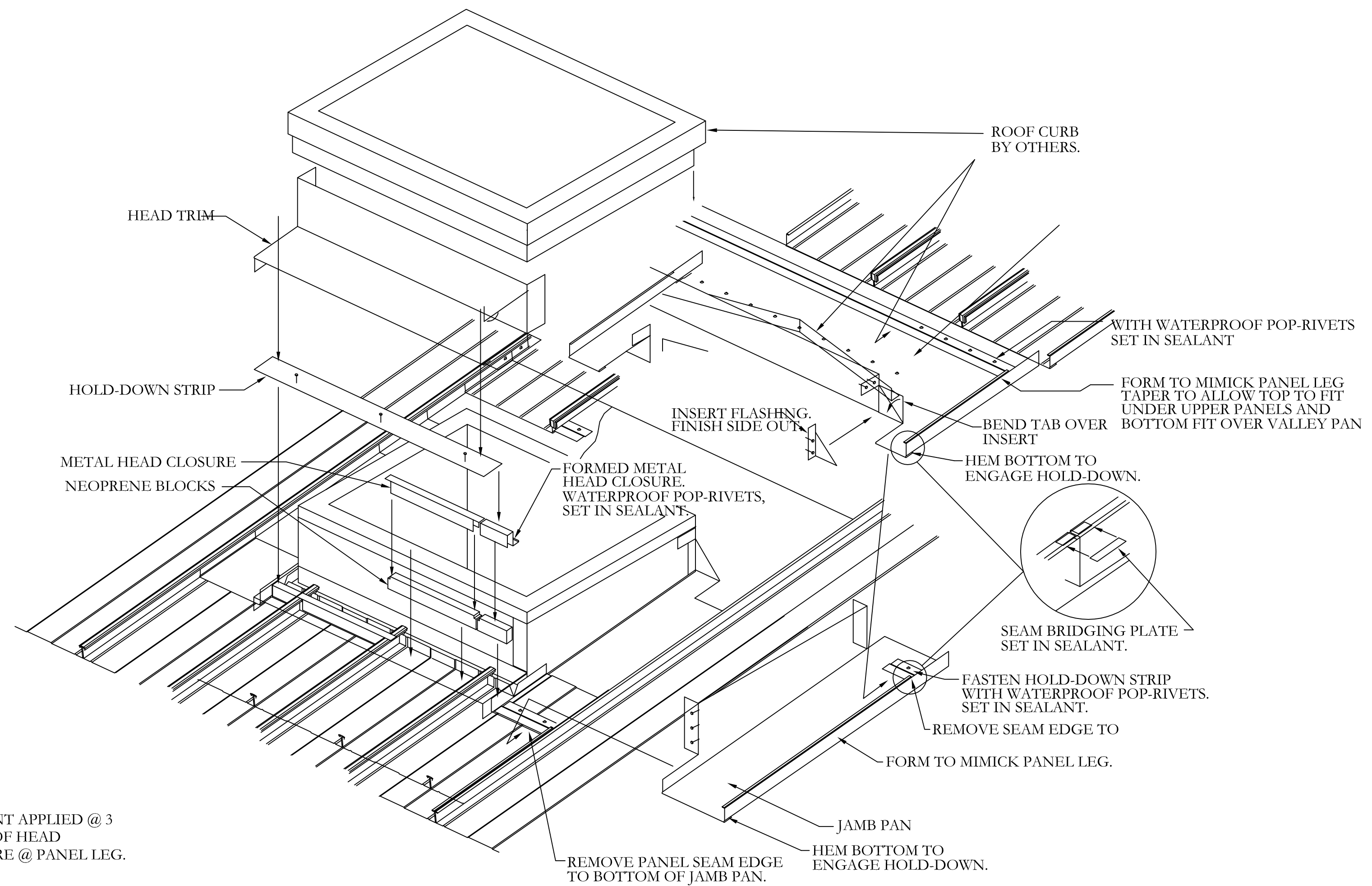
SHEET

A-1

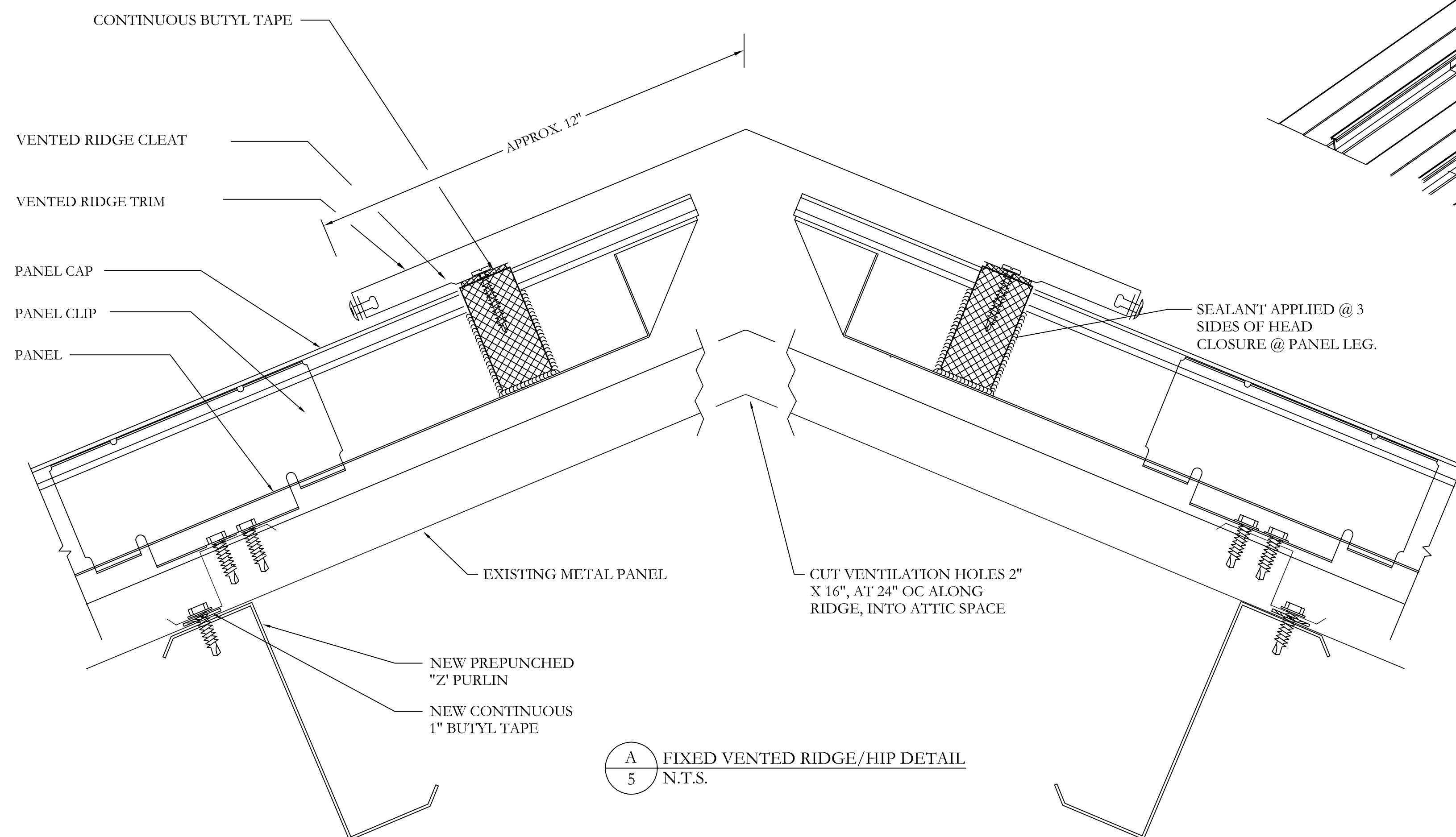
OF 1-OF-2 SHEETS



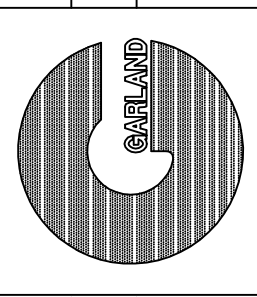
A
4 EXPANDING VALLEY DETAIL
N.T.S.



A
5 ROOF CURB
N.T.S.



A
5 FIXED VENTED RIDGE/HIP DETAIL
N.T.S.





Garland/DBS, Inc.
25162 Network Place
Chicago, IL 60673-1251
US Communities: MICPA# 09-5408



<u>Product</u>	<u>Unit Size</u>	<u>Price</u>	<u>Qty</u>	
<u>Robertsdale Sherriffs Office</u>				
RmerSpan, 18", 22 gauge, Kynar standard color	SF	\$ 6.75	<u>10,000</u>	<u>\$ 67,500.00</u>
Subtotal				\$ 67,500.00
USC Discount (1%)				<u>\$ 675.00</u>
Total				\$ 66,825.00

plus estimated Tight 4500.00
\$71,325.00



Baldwin County Commission

Agenda Action Form

File #: 19-0133, **Version:** 1

Item #: BE6

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-05 - Labor and Incidental Materials for Roof Restoration at the Baldwin County Board of Education Administration Building Located in Bay Minette, Alabama

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the labor and incidental materials for the roof restoration at the Baldwin County Board of Education Administration Building; 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; and
- 3) Approve and authorize the Purchasing Director to issue a Purchase Order to Garland Company, Inc., in the amount of \$44,123.66 but not to exceed \$45,500.00 for the roofing materials which is being purchased off the U. S. Communities Contract.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission approved in the FY 2018/19 Budget for the roof restoration at the Baldwin County Board of Education Administration building located in Bay Minette. The roofing materials needed for this project will be purchased off the U. S. Communities Joint Purchasing Contract in the amount of \$44,123.66 but not to exceed \$45,500.00. The additional cost will be for shipping when order is placed. The only materials being supplied by the incidental materials for the project. The Alabama Department of Public Accounts has stated in a letter to all public entities that based on their review of the competitive bidding process used by U. S. Communities that all Alabama entities may use the U.S. Communities contract as long as we verify whether or not the goods are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchasing program. The Purchasing Director has verified that the roofing

materials are not on the current State of Alabama contract.
The County will place a competitive bid for the labor needed to complete this project.

FINANCIAL IMPACT

Total cost of recommendation: Materials not to exceed \$45,500.00

Budget line item(s) to be used: 51555.5524.113001

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: 11/06/2018

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 & Issue Purchase Order

Additional instructions/notes: N/A

BID #WG19-05 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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

PREPARATION OF BIDS

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

BIDS FOR ALL OR PART

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

AWARD

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

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.

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

LAWS AND REGULATIONS

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

POWER OF ATTORNEY

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

PERFORMANCE BOND

A Performance Bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. The Contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

TRAFFIC CONTROL, SAFETY ITEMS

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

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the

use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

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

TIME OF COMPLETION

Work shall begin within fifteen (15) days after award of contract, or as soon as weather conditions permit, unless otherwise notified.

Projects must be completed within **sixty (60) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion date. Substantial Completion shall occur on the Date of Manufacturer's Punch List. Project shall be complete after receipt of Manufacturer's Warranty.

PROTECTION

- 1) Protect the completed roof system as required in order that the design criteria are met.
- 2) Protect all adjacent surfaces from possible spillage, marring or staining in the process of installation.

GUARANTEE

Contractor will provide a two (2) year Water Tightness Warranty covering labor by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship. This warranty is exclusive of:

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

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials.

FINAL PAYMENT

The Contractor, immediately after the completion of the contract, shall give notice of said completion by an advertisement in some newspaper of general circulation in the local area, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the County. The final payment shall not be made upon the contract until the expiration of 30 days after the completion of the notice and including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

COORDINATION WITH BALDWIN COUNTY CORRECTIONS CENTER

The Contact person for the Baldwin County Commission will be Wanda Gautney, at (251) 580-2520.

DRAWINGS

The drawings are attached.

BID #WG19-05 RESPONSE FORM

Labor & Incidental Materials for Roof Restoration at Baldwin County Board of Education Bldg.

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: _____

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

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

PROJECT MANUAL

FOR

BALDWIN COUNTY COMMISSION

“BALDWIN COUNTY BOARD OF EDUCATION ADMINISTRATION ROOF
RESTORATION”

LABOR AND INCIDENTAL MATERIALS CONTRACT

BALDWIN COUNTY COMMISSION
312 COURTHOUSE SQUARE
BAY MINETTE, AL. 36507

PROJECT MANUAL
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SECTION 00400 - BID FORM

1. BASE BID \$ _____
Perform roof and restoration to
“BOE Administration Office”.
2. UNIT PRICING
 - a. Remove & replace metal \$ _____
coping with new 24” stretchout,
24 ga. Per ten (10) foot piece.
 - b. Replace deteriorated wood nailer \$ _____
with pressure treated, to match existing.
dimension. Per Board Foot.
 - c. Remove & replace wet insulation & roof- \$ _____
ing, per Square Foot, in addition to base
bid quantities, credit unused portion.
 - d. Remove and replace deteriorated \$ _____
plywood substrate, 5/8” ext. grade,
per Square Foot.
 - e. Add fasteners to reattach nailer per IBC, \$ _____
Teks 5 or Tapcon. Per Linear Foot.
3. SUBMITTED BY: _____, on _____, 2018.
4. COMPANY NAME: _____

SECTION 01360 – MANUFACTURER WARRANTY CERTIFICATION

Description: IBC Code and Watertightness-Warranty DESIGN compliance document from Roof Restoration System Manufacturer, copy provided to Owner and Contractor.

1. Owner: _____
2. Project: _____
3. Manufacturer: _____
4. Contractor _____
5. Definitions:
 - a. “Substrate”: Any surface the new Restoration System is applied to, including existing roof membranes, deck, perimeter nailers, sheet metal and masonry walls.
 - b. “Roof Restoration System”: The complete repair system including Coatings, Sheet Metal, Prefabricated Metal Panels, Fabrics, Membranes, Adhesives, Mastics, Sealants, Primers, Attachments (fasteners), and Insulations.
6. SUBSTRATE: We have reviewed existing Substrates and have provided Contractor with the preparation and attachment information necessary for Roof Restoration System application to SUBSTRATE in accordance with IBC Code, and Watertightness-Warranty requirements.
7. ROOF RESTORATION DESIGN: We have provided the Contractor with complete DESIGN for Roof Restoration System compliance with IBC Code and Watertightness-Warranty requirements.
8. SHEET METAL DETAILS: We have provided the Contractor with SHEET METAL DETAILS necessary for Roof Restoration System compliance with IBC Code and Watertightness-Warranty requirements.

Sincerely,

Manufacturer Representative PRINT NAME

Date

Manufacturer Representative SIGNATURE

SECTION 07563 - LIQUID APPLIED MEMBRANE ROOF RESTORATION

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Roof & Wall Restoration System
 - 1. New Liquid Applied Membrane Roof

1.2 SUBMITTALS

- A. Submit Section 01360 Manufacturer Warranty Certification. Failure to provide this document will assume non-compliance with specified warranty requirements and be grounds for rejection of Bid.
- B. PRE-CONSTRUCTION
 - 1. All Preconstruction Submittals shall be submitted to Contracting Officer within ten (10) days after date of Award.
 - 2. Sample of Manufacturer's ten (10) year Limited Watertightness Warranty.
- C. Submit Product Data Sheets for each type of product specified.
- D. Manufacturer Qualifications
 - 1. Statement demonstrating minimum 20 years in business.
- E. Job Closeout:
 - 1. Provide executed Manufacturer's Warranties.
 - 2. Perform Owner job completion public advertising requirements, if any.

1.3 MANUFACTURER'S INSPECTIONS

- A. Manufacturer shall provide the following site inspections with reports to Contractor, at no additional charge to Owner.
 - 1. Prejob Conference
 - 2. Twice-Per-Week Construction Visits twice every 5 work days until Substantial Completion.
 - 3. Punch List compilation.
 - 4. Final Completion.
 - 5. Annual Warranty inspections, at no additional charge to Owner.
- B. Contractor shall submit all manufacturer's reports to Owner within two days of receipt from Manufacturer.

PART 2 - PRODUCTS

2.1 LIQUID MEMBRANE SYSTEM

- A. Roof Restoration System as manufactured by Garland Company or preapproved equal.
- B. High build aliphatic urethane liquid waterproofing membrane designed to upgrade performance of existing single-ply membranes. Base Coat grey, Top Coat white.
- | | | |
|----|---------------------------------|-------------|
| 1. | Elongation (ASTM D 412) | 320% |
| 2. | Tensile Strength (ASTM D 412) | 2100 psi |
| 3. | Tear Resistance (ASTM D 624) | 160 lbs/in. |
| 4. | SRI (Solar Reflectance Index) | 110 |
| 5. | Wet Film Thickness (at 2gal/sq) | 32 mils |
- C. Polyester: Continuous reinforcement to repair cracks, seams and joints, used in conjunction with coating.
- | | | |
|----|--------------------------------|-------------|
| 1. | Elongation (ASTM D 1682) | 44% |
| 2. | Tearing Strength (ASTM D 1682) | 17 lbs |
| 3. | Tensile | 75 lbs. |
| 4. | Weight | 3 oz/sq. yd |
- D. Joint Sealant, Masonry & Sheet Metal Surfaces;
- | | | | |
|----|---|-------------|---------|
| 1. | Modifier: Modified Silane, one part moisture cured. | | |
| 2. | Hardness Shore A | C920, 15-50 | 25-35 |
| 3. | Tensile Strength | D412 @ 77F | 225 psi |
| 4. | Elongation | D412 @ 77F | 500% |

2.2 SHEET METAL COMPONENTS

- A. Sheet Metal 24 gauge, Kynar finish, standard color in compliance with IBC/ANSI-SPRI ES-1 pressures and Mnfr Shop Dwgs.
- B. Fasteners As tested for compliance with IBC/ANSI-SPRI ES-1 pressures and Mnfr Shop Dwgs.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Review Manufacturer's Shop Drawings onsite with Manufacturer's representative and coordinate during weekly site visits, as required for Warranty.
- B. Engage Manufacturer to perform Moisture Scan of existing roof showing wet locations dimensioned on CAD drawing, photos of wet areas with corresponding daytime photos, report provided to Owner, included in Base Bid.

3.2 DEMOLITION

- A. Manufacturer is to be responsible for clearly marking all defects with orange paint on roof surface for all areas requiring demolition.
- B. Remove and replace wet roofing and associated sheet metal details down to the roof deck.
- C. Repair membrane and associated sheet metal defects for field and flashings, per Manufacturer's recommendations.

3.3 LIQUID MEMBRANE ROOF (Installed per Manufacturer's written recommendations)

- A. Clean, remove failed coatings and prep, then prime. **Note that EPDM requires mechanical scrubbing to remove the carbon black.**

- B. Membrane Laps: Apply Base Coat and Top Coat.

- C. Field of Sheet: Apply Top Coat.

- D. Minimum Coverage Rates

		<u>Wet Film</u>	<u>Dry Film</u>
1.	Field Total Thickness (Top Coat):	32 mils	24 mils
2.	Lap Total Thickness (Base & Top Ct):	64 mils	48 mils

3.4 BASE BID QUANTITIES

- A. New Metal Coping, 24 gauge: Include 20 LF in Base Bid.
Kynar finish, standard color.
- B. New deteriorated wood nailer,: Include 20 LF in Base Bid.
pressure treated.
- C. Remove & replace wet insulation: Include 200 SF in Base Bid.
& roofing, 3.0" polyiso, 1ply EPDM
Fully adhered, with taped laps.
- D. New plywood, 5/8" ext. grade: Include 10 SF in Base Bid.

- E. New EPDM membrane flashings Include 100 LF in Base Bid.?
- F. All quantities assume demolition of existing, fabrication and installation of new.

3.5 OWNER PURCHASED MATERIALS

- A. Owner shall provide materials and quantities listed below for contractor's use in completing these specifications. Contractor shall be responsible for receiving all quantities at jobsite, hoisting to rooftop, and subsequent storage.
- B. Contractor shall be responsible for purchase of any additional materials and quantities required to complete Specification and issue of manufacturer's warranty. Under no circumstances shall owner be responsible for ordering additional materials beyond those originally provided.
- C. All unused Owner-purchased materials shall remain the possession of Owner.
- D. All materials shall be kept covered from weather and set atop pallet at all times.
- E. Material to be Owner-Purchased;
 - 1. "White Knight Plus Base Coat", 5-gal pail, (17) pails.
 - 2. "White Knight Plus" (top coat), 5-gal pail, (52) pails.

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

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

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

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

PROVIDER:

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG19-05”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG19-05 – Labor and Incidental Materials for Roof Restoration at the Baldwin County Board of Education Administration Building Located in Bay Minette, Alabama”.

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

XVII. General Responsibilities of the COUNTY.

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

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

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

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this

Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

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

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **sixty (60) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.

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

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

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

COUNTY

ATTEST:

FRANK BURT, JR. / Date

RONALD J. CINK / Date

Chairman

County Administrator/Budget Director

NOTARY & SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

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

Notary Public
My Commission Expires

PROVIDER:

Insert Providers Name

By _____/Date
Its _____

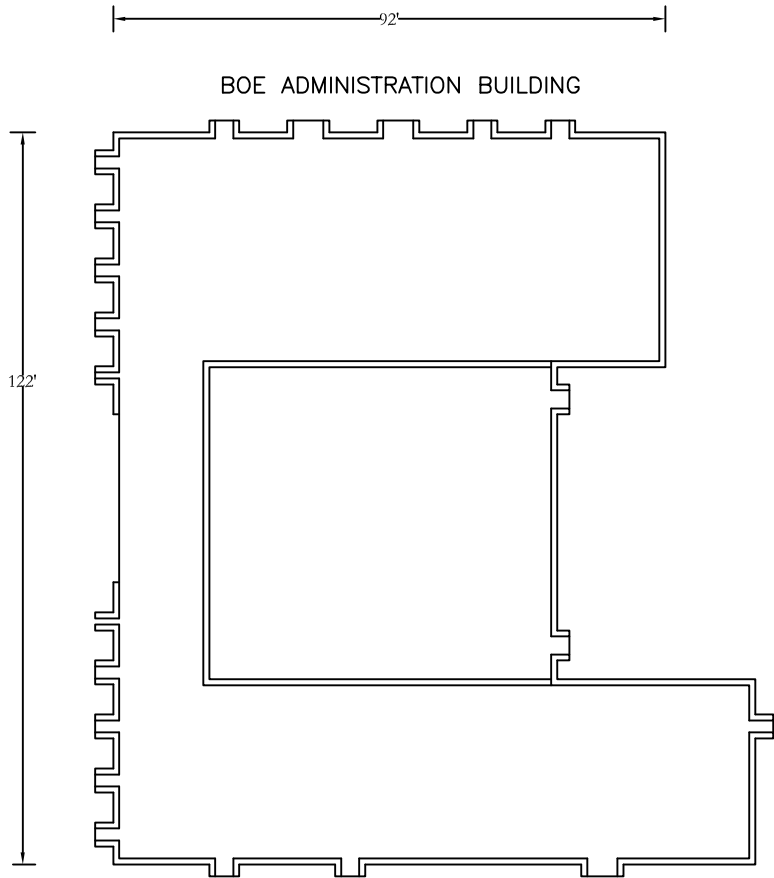
State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2018.

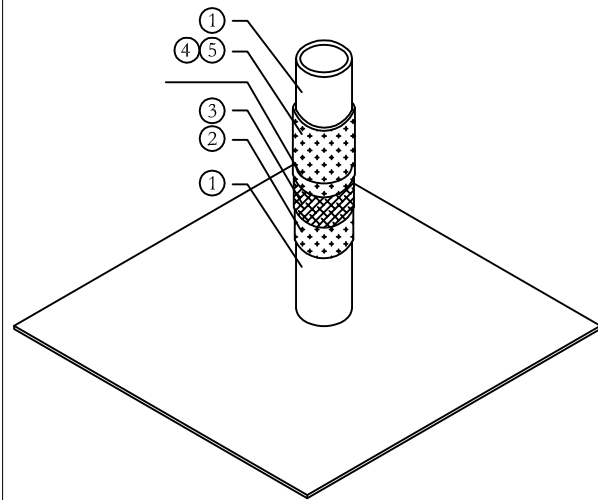
Notary Public
My Commission Expires



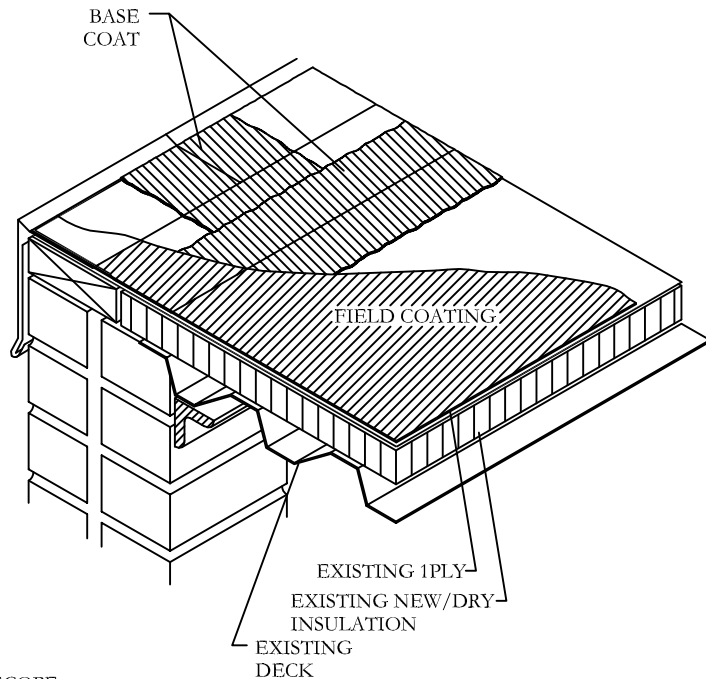
1 ROOF PLAN
SCALE: 1/32"=1'0"

SCOPE OF WORK ROOF RESTORATION:

LIQUID MEMBRANE ROOF SYSTEM - ALL ROOFTOP SINGLE PLY MEMBRANE ROOF AND FLASHINGS.



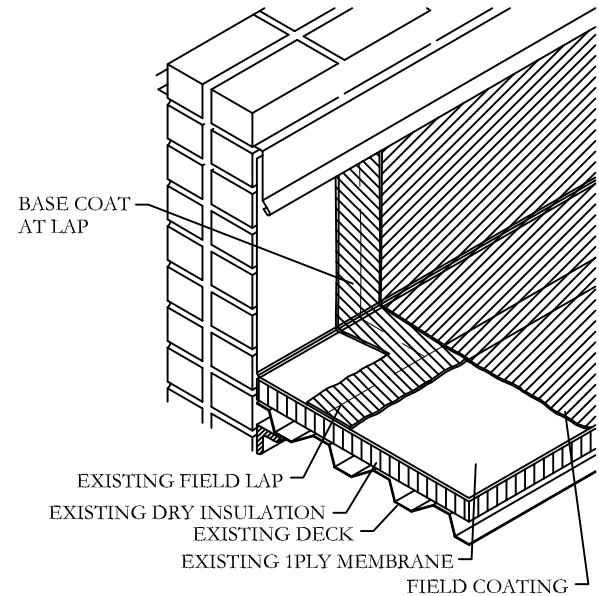
A LIQUID FLASHING REINFORCEMENT; PIPE SUPPORT
1 N.T.S.



SCOPE
1. METAL EDGE JOINTS AND MEMBRANE LAPS REINFORCED W/ BASE COAT.
2. FIELD COATING APPLIED OVER ENTIRE ROOF SURFACE.

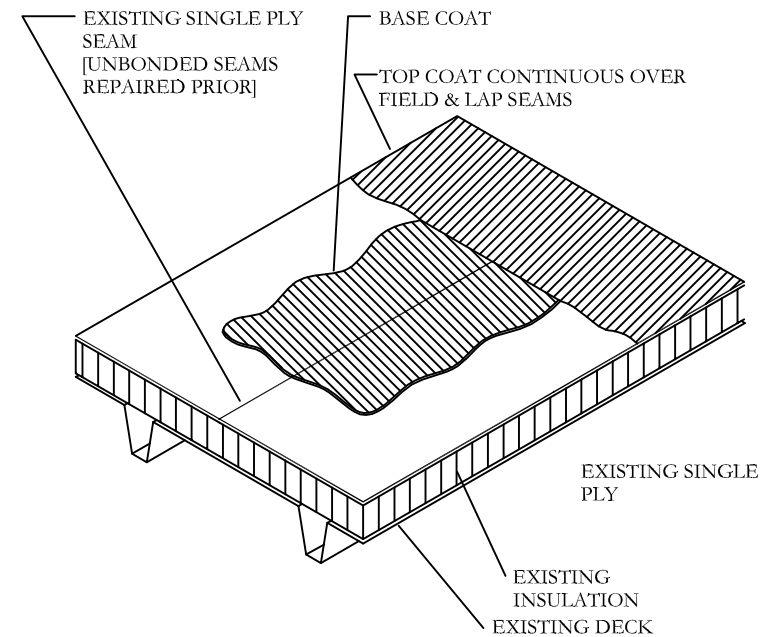
A LIQUID APPLIED MEMBRANE AT EDGE
2 N.T.S.

- 1 GRIND/SCRAPE OFF ALL COATINGS & SEALANTS FROM METAL PIPE & MEMBRANE, MASK TARGET AREA ON PIPE & MEMBRANE WITH TAPE, AND CLEAN WITH ISOPROPYL ALCOHOL
- 2 APPLY 32 WET MIL BASE COAT OF LIQUID FLASHING COATING OVER MASKED AREA
- 3 EMBED POLYESTER INTO BASE COAT.
- 4 APPLY 32 WET MIL TOP COAT OF LIQUID FLASHING COATING OVER POLYESTER EXTENDING 2" PAST THE SCRIM IN ALL DIRECTIONS
- 5 APPLY TWO COATS REFLECTIVE SURFACING AFTER 15-30 DAYS CURE



NOTES:
1. BASE COAT: TWO (2) GALLONS/SQUARE BASE COAT, ALLOW 48 HOUR CURE.
2. TOP COAT: FIELD COATING OVER BASE COAT AT 2 GALLONS/SQUARE.

A FLASHING LAP REPAIR
3 N.T.S.



NOTES;
1. LAP SEAMS: BASE COAT AT 2.0 GAL/SQ, 8" WIDE OVER THE SEAM. ALLOW 24 HOUR CURE.
2. FIELD & LAP SEAMS: TOP COAT AT 2 GAL/SQ.

A LIQUID MEMBRANE AT FIELD AND LAP SEAMS
4 N.T.S.

BALDWIN COUNTY COMMISSION
BOE ADMINISTRATION BUILDING
BAY MINETTE, ALABAMA 36507

DRAWN
P.J.
CHECKED
T.T.
DATE
10/04/2018
SCALE
1/32"=1'0"

SHEET

A-1

1-OF-2 SHEETS



Garland/DBS, Inc.
25162 Network Place
Chicago, IL 60673-1251
US Communities: MICPA# 09-5408



	<u>Product</u>	<u>Unit Size</u>	<u>Price</u>	<u>Qty</u>	
	<u>BOE Administration</u>				
1	White Knight Plus Base Ct	5 gal pail	\$ 606.00	17	\$ 10,302.00
2	White Knight Plus Top Ct	5 gal pail	\$ 591.00	52	\$ 30,732.00

Subtotal

\$ 41,034.00

USC Discount (1%)

\$ 410.34

Total

\$ 40,623.66

plus est. Freight

3500.00
\$ 44,123.66



Baldwin County Commission

Agenda Action Form

File #: 19-0134, **Version:** 1

Item #: BE7

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-06 - Labor and Incidental Materials for Roof Restoration at the Baldwin County Highway Barn Located in Bay Minette, Alabama

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the labor and incidental materials for the roof restoration at the Baldwin County Highway Barn located in Bay Minette; 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; and
- 3) Approve and authorize the Purchasing Director to issue a Purchase Order to Garland Company, Inc., in the amount of \$21,923.80 but not to exceed \$22,000.00 for the roofing materials which is being purchased off the U. S. Communities Contract.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission approved, in the FY 2018/19 Budget, for the roof restoration at the Baldwin County Highway Barn located in Bay Minette. The roofing materials needed for this project will be purchased off the U. S. Communities Joint Purchasing Contract in the amount of \$21,923.80 but not to exceed \$22,000.00. The additional cost will be for shipping when order is placed. The Alabama Department of Public Accounts has stated in a letter to all public entities that based on their review of the competitive bidding process used by U. S. Communities that all Alabama entities may use the U.S. Communities contract as long as we verify whether or not the goods are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchasing program. The Purchasing Director has verified that the roofing materials are

not on the current State of Alabama contract.

The County will place a competitive bid for the labor needed to complete this project.

FINANCIAL IMPACT

Total cost of recommendation: Materials not to exceed \$22,000.00

Budget line item(s) to be used: 53111.5231

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: 11/06/2018

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 and Issue Purchase Order

Additional instructions/notes: N/A

BID #WG19-06 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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

PREPARATION OF BIDS

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

BIDS FOR ALL OR PART

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

AWARD

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

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.

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

LAWS AND REGULATIONS

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

POWER OF ATTORNEY

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

PERFORMANCE BOND

A Performance Bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. The Contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

TRAFFIC CONTROL, SAFETY ITEMS

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

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

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

an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

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

TIME OF COMPLETION

Work shall begin within fifteen (15) days after award of contract, or as soon as weather conditions permit, unless otherwise notified.

Projects must be completed within **thirty (30) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material

unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion date. Substantial Completion shall occur on the Date of Manufacturer's Punch List. Project shall be complete after receipt of Manufacturer's Warranty.

PROTECTION

- 1) Protect the completed roof system as required in order that the design criteria are met.
- 2) Protect all adjacent surfaces from possible spillage, marring or staining in the process of installation.

GUARANTEE

Contractor will provide a two (2) year Water Tightness Warranty covering labor by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship. This warranty is exclusive of:

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

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials.

FINAL PAYMENT

The Contractor, immediately after the completion of the contract, shall give notice of said completion by an advertisement in some newspaper of general circulation in the local area, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the County. The final payment shall not be made upon the contract until the expiration of 30 days after the completion of the notice and including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

COORDINATION WITH BALDWIN COUNTY CORRECTIONS CENTER

The Contact person for the Baldwin County Commission will be Wanda Gautney, at (251) 580-2520.

DRAWINGS

The drawings are attached.

BID #WG19-06 RESPONSE FORM

Labor & Incidental Materials for Roof Restoration at Baldwin County Highway Barn

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: _____

Contractor's License Number _____

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

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

PROJECT MANUAL

FOR

BALDWIN COUNTY COMMISSION

“BAY MINETTE HIGHWAY BARN METAL ROOF RESTORATION”

LABOR AND INCIDENTAL MATERIALS CONTRACT

BALDWIN COUNTY COMMISSION
312 COURTHOUSE SQUARE
BAY MINETTE, AL. 36507

SECTION 07501 - METAL ROOF RESTORATION

PART 1 – GENERAL

1.0 DESCRIPTION

These specifications are presented as a guide for the application of the White Elastomeric Coating System for maintaining existing structural metal roof systems. It is imperative that the applicator observe accepted roofing practices.

2.0 QUALITY ASSURANCE

- A. All products shall be produced or approved by Manufacturer issuing warranty.
- B. The system shall be installed by an approved applicator of the Manufacturer issuing warranty.
- C. All materials shall be installed as per accepted roofing practice and in strict accordance with Manufacturer's written specifications. Any deviation must be approved, in writing, by Manufacturer.
- D. Manufacturer shall provide site inspections of the Work in progress, a minimum of three (3) days per week, and issuing inspection reports to the Owner's Representative on a weekly basis. General comments of the progress of the Work shall be included. All deviations from specification shall be photographed and approved or denied, with explanations. Site visits shall be coordinated with Owner's Representative upon request".
- E. Contractor shall provide a 2-year watertightness warranty to the Manufacturer, covering labor and materials necessary to repair leakage. Manufacturer shall provide 10-year watertightness warranty to Owner, covering labor and materials necessary to repair leakage.

3.0 STORAGE AND HANDLING

- A. All materials, except bulk deliveries, shall be delivered in the manufacturer's original containers. The containers shall be sealed and display the manufacturer's original label(s).
- B. All liquid materials shall be stored in a cool, dry, shaded area during hot weather or in a dry, heated area during cold weather. Roll goods and granules shall be stored in a clean, temperature controlled area. Any materials exposed to the elements shall be elevated above the ground and covered by a tarpaulin. Materials must not be exposed to excessive heat or direct flame.

- C. Materials shall be handled so as to minimize damage or contamination with moisture or foreign matter. Solvent based materials are combustible. Keep containers closed when the materials are not in use. Wear sunglasses to prevent eye damage and use suntan lotion to prevent sunburn when applying white reflective coating.

4.0 JOB CONDITIONS

- A. Roofing materials shall not be applied during inclement weather and the installation shall not proceed in the event that precipitation is probable during application.
- B. Coatings shall be stored at room temperature until immediately prior to use when the ambient temperature is 40° F or below, including wind chill. Discontinue the application of coatings if the material can not be stored at temperatures which permit even distribution during application.
- C. When applying materials with spray equipment, take precautions to prevent overspray from damaging or defacing surrounding walls, building surfaces, vehicles or other property.
- D. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.
- E. The completed roof system must be protected from foot traffic until fully cured.

5.0 MATERIALS

The basis for design for restoration system is Garland Company's CPR White Elastomeric Coating System for metal roof surfaces. All substitution requests must be submitted 10 days prior to Bid Date. CPR Coating System includes the following components:

1. CPR White Coating

Base:	Solvent
Elongation (ASTM D-412)	200%
Tensile Strength (ASTM D-412)	200 psi
Reflectance Rating:	"Energy Star"
2. CPR Base Coat

Base:	Solvent
Elongation (ASTM D-412)	200%
Tensile Strength (ASTM D-412)	200 psi
3. GRIP Polyester Soft

Woven polyester reinforcement	
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4. CPR Seam Sealer Trowel Grade

Base:	Solvent
Elongation (ASTM D-412)	400%
Tensile Strength (ASTM D-412)	600 psi
5. White Knight (for ponding areas)

Base:	Urethane
Elongation (ASTM D 5147)	360%
Tensile Strength (ASTM D 5147)	1500 psi
Tear Resistance (ASTM D 5147)	140 lbs/in.
“Energy Star” Approved	

6.0 INSPECTION

- A. A pre-job conference between the owner, applicator and manufacturer shall be conducted prior to the start of the roofing installation.
- B. The applicator shall inspect the roof prior to the roofing application to verify that there are no conditions which will inhibit the proper application of the Coating System. The applicator must verify the acceptability of the pre-engineered metal panel over which the materials are to be applied. The CPR White Elastomeric Coating System is a maintenance system for structural metal roof systems. Architectural Panel Systems--those in excess of 3/12 in slope with plywood or similar deck support-- should be examined on an individual case basis to determine their acceptability as a substrate for the CPR System.

7.0 CLEANING AND PREPARATION

- A. Any and all defects such as deteriorated roof decks, rust perforations, etc., must be repaired or replaced prior to the application of the coating system.
- B. The surface must be clean, dry and free of loose scale, unbonded membranes, rust, dirt, mold, mildew, dust and debris.
- C. Powerwashing to remove all loose rust or scale is recommended. Use a high-volume air broom or compressed air to remove residual dust. Observe all applicable OSHA regulations.
- D. Excessively rusted areas must be treated with a quick drying red oxide rust primer prior to the application of the coating system. The primer should be permitted to dry completely before coatings are applied.
- E. Replace all missing fasteners with a slightly larger fastener. All loose fasteners must be tightened. Apply CPR Trowel Grade Seam Sealer with a putty knife or trowel working into gaps in horizontal and vertical seams, cracks around fasteners, etc. CPR Trowel Grade Seam Sealer can be reinforced with polyester fabric around critical areas for improved strength and flexibility.
- F. Mask or cover all skylights during the roofing application. Repair or replace any flashing or edge details as described in the Coating System Specification.

8.0 CURB FLASHING REPAIR

- A. The roof surface and flashing area must be clean, dry and free of loose scale, rust, dirt, mold, mildew, dust and debris. All loose and poorly bonded coatings or other materials must be removed.
- B. Apply a uniform layer of CPR Seam Sealer trowel grade over all critical areas and uneven substrates.
- C. Coat the vertical surface of the curb a minimum 6 inches from the base, the insulation and deck a minimum of 6 inches beyond the insulation with CPR White Coating applied at a minimum rate of two gallons per 100 sq. ft. Embed polyester into the coating and top dress with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.
- D. Coat the balance of the curb flange with CPR White Coating applied at a rate of two gallons per 100 sq. ft. Start at the base of the vertical element, coat over the flange and onto the deck a minimum of 12 inches. While the coating is still wet, embed polyester into the coating and brush into place. Top dress with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.

9.0 SKYLIGHTS

- A. Existing skylights, which are flush with the deck, must be flashed as outlined below or covered or replaced with metal panels. **DO NOT ATTEMPT TO COVER SKYLIGHTS WITH THE COATING SYSTEM ALONE.**
- B. Mask the sides of the skylight with masking tape approximately six inches from the perimeter.
- C. Apply CPR White Coating on the edge of the skylight panel (six inches onto both the deck and panel) at a rate of two gallons per 100 sq. ft. While the coating is still wet, embed polyester into the coating and brush in into place. Continue the operation around the entire perimeter of the skylight taking care not to cover the center of the skylight.
- D. Top dress the installed polyester with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.
- E. Skylights can be sealed as required with CPR Skylite Sealer to preserve panel integrity and encapsulate loose fibers.

10.0 VENT FLASHING REPAIR

- A. Refasten loose vents or replace as necessary.

- B. Cut a 12-inch strip of polyester long enough to fit around the vent and make cartwheel cuts.
- C. Apply CPR White Coating around the perimeter of the vent and a minimum of 6 inches up the exterior of the vent at a rate of two gallons per 100 sq. ft. Embed the polyester fabric into the coating while it is still wet.
- D. Cut a 12" x 12" piece of polyester fabric and put a hole in the center of the piece large enough to accommodate the vent.
- E. Apply CPR White Coating over the flashing area and a minimum 12 inches out onto the deck at a rate of two gallons per 100 sq. ft. Embed the polyester fabric and brush into place.
- F. Top dress the flashing area with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.
- G. Install a metal band around the vent at the top of the flashing using a stainless-steel clamp.

11.0 DRAIN TROUGH REPAIR

- A. The trough must be structurally sound, clean, dry and free of loose scale, rust, mold, mildew and debris. All loose or poorly bonded coating or other material must be removed.
- B. Apply CPR White Coating at a rate of two gallons per 100 sq. ft. over all joints in the trough in ribbons eight to ten inches wide. While the coating is still wet, embed and position a six-inch strip of polyester fabric and brush into place.
- C. Apply CPR White Coating over the entire trough area at a rate of two gallons per 100 sq. ft. While the polyester is still wet, embed an appropriate width of polyester fabric into the coating and brush into place.
- D. Top dress with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.

12.0 WALL FLASHING REPAIR

- A. Roof surfaces and flashing areas must be structurally sound, clean, dry and free of loose scale, rust, dirt, mold, mildew, debris, etc. All loose or poorly bonded coatings or other materials must be removed.
- B. On flashings parallel with corrugations or standing seams, apply CPR White Coating at a rate of two gallons per 100 sq. ft. on the vertical flashing areas, on to the flange, and on to the deck a minimum of six

inches. Embed a strip of polyester into the coating and out on to the deck a minimum of three inches and brush into place.

- C. Top dress with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.
 - D. On flashings perpendicular to the corrugations or standing seams where the roof slopes away from the wall, apply CPR White Coating at a rate of two gallons per 100 sq. ft. on the vertical and horizontal flashing flanges. Embed a strip of polyester into the coating and brush the polyester into place.
 - E. Top dress with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.
13. FIELD APPLICATION: WHITE ELASTOMERIC COATING SYSTEM
- A. The installation must start at the ridge and proceed towards the gutter or lower edge. Apply CPR Base Coat at a rate of one and one-half (1-1/2) gallons per 100 sq. ft. over the entire roof surface. Allow the Base Coat to dry completely; typically 4-7 days or until coating can support foot traffic without tracking and bleed through.
 - B. Apply CPR White Coating over the entire roof surface at a minimum rate of one and one-half (1-1/2) gallons per 100 sq. ft.
 - C. Permit the roof system to cure for ten to thirty days or until such time as the surface will support traffic without deformation or tracking.
14. OWNER PURCHASED MATERIALS
- A. Owner shall provide materials and quantities listed below for contractor's use in completing these specifications. Contractor shall be responsible for receiving all quantities at jobsite, hoisting to rooftop, and subsequent storage.
 - B. Contractor shall be responsible for purchase of any additional materials and quantities required to complete Specification and issue of manufacturer's warranty. Under no circumstances shall owner be responsible for ordering additional materials beyond those originally provided.
 - C. All unused Owner-purchased materials shall remain the possession of Owner.
 - D. All materials shall be kept covered from weather and set atop pallet at all times.

- E. Material to be Owner-Purchased;
1. “CPR Base Coat”, 5-gal pail, (30) pails.
 2. “CPR White” (top coat), 5-gal pail, (30) pails.

END OF SECTION 7501

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

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

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

PROVIDER:

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG19-06**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG19-06 – Labor and Incidental Materials for Roof Restoration at the Baldwin County Highway Barn Located in Bay Minette, Alabama”.

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

- XVII. General Responsibilities of the COUNTY.

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

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

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

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of

PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

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

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **thirty (30) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

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

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

COUNTY

ATTEST:

FRANK BURT, JR. / Date
Chairman

RONALD J. CINK / Date
County Administrator/Budget Director

NOTARY & SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

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

Notary Public
My Commission Expires

PROVIDER:

Insert Providers Name

_____/_____
By _____/Date
Its _____

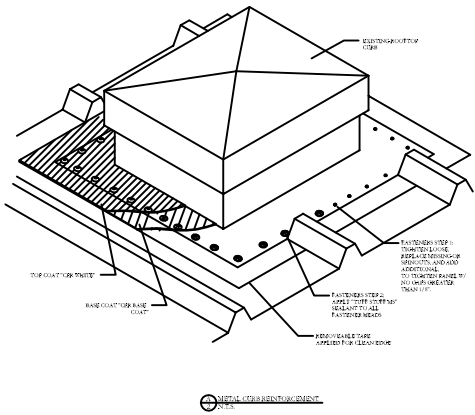
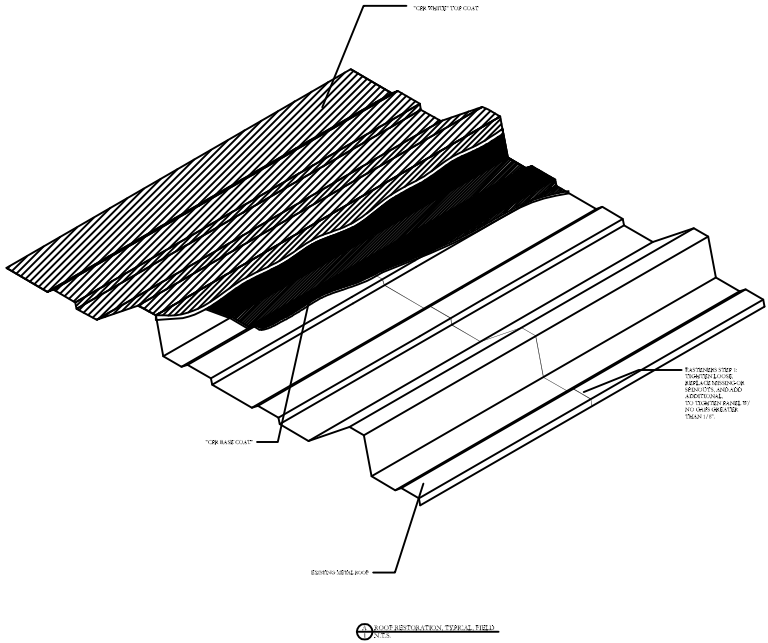
State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public
My Commission Expires



SCOPE OF WORK ROOF RESTORATION:

NEW METAL ROOF RESTORATION.

1. APPLY BASE COAT AT 1.5 GAL/SQ
2. APPLY TOP COAT AT 1.5 GAL/SQ

154'

60'

2760 SF

3600 SF

HIGHWAY BUS BARN, BAY MINETTE, AL

2800 SF

1 ROOF PLAN
SCALE: 1/16"=1'0"

BALDWIN COUNTY COMMISSION
BAY MINETTE HIGHWAY BUS BARN
BAY MINETTE, ALABAMA 36507

DRAWN P.J.
CHECKED T.T.
DATE 09/28/2018
SCALE 1/16"=1'0"
SHEET
A-1
1-OF-4 SHEETS



Garland/DBS, Inc.
25162 Network Place
Chicago, IL 60673-1251
US Communities: MICPA# 09-5408



	<u>Product</u>	<u>Unit Size</u>	<u>Price</u>	<u>Qty</u>	
	Highway Barn				
1	CPR Base Coat	5 gal pail	\$ 314.00	30	\$ 9,420.00
2	CPR White	5 gal pail	\$ 340.00	30	\$ 10,200.00
					<hr/>
	Subtotal				\$ 19,620.00
	USC Discount (1%)				\$ 196.20
	Total				\$ 19,423.80

plus est. Freight 2500.00
\$21,923.80



Baldwin County Commission

Agenda Action Form

File #: 19-0136, **Version:** 1

Item #: BE8

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Wanda Gautney, Purchasing Director; Chief Charlie Jones; Steve Stewart

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-07 - Purchase of One (1) New Police Vehicle for the Baldwin County Sheriff's Office

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the purchase of one (1) new Police Vehicle for the Baldwin County Sheriff's Office; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission approved in the FY18/19 Budget to purchase a new police vehicle for the Baldwin County Sheriff's Office. 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: 11/06/2018

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 #WG19-07 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 unit shall be furnished. The vehicle must be new and a current production model.

Bidders shall give a unit price as indicated on the Bid Response Form. The price bid shall include all applicable charges, destination charges, delivery charges, Title Fees, rebates and any other similar cost and refunds on the Vehicle. The purchase price shall not include extended warranty cost.

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

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

BID RESPONSE FORM:

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

WARRANTY:

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

TITLE INFORMATION

Title shall have the following address listed as OWNER:
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Physical Address:
Baldwin County Commission
322 Courthouse Square
Bay Minette, AL 36507

DELIVERY:

Not more than **NINETY (90) days** after receipt of order. Lead time shall be designated on the Bid Response Form. Delivery shall be to the Purchasing Office located at 257 Hand Avenue, Bay Minette, AL 36507. Delivery shall be set up with Wanda Gautney at (251) 580-2520.

Specifications for One (1) 2019 Chevrolet Traverse Police Vehicle or equal

2019 Chevrolet Traverse Police vehicle with all standard items to include the following:

3.6L V6 engine
9 Speed automatic transmission
Frontal and side impact air bags
Tire pressure monitoring system
Rear vision camera
HID headlights
Power steering
Power door locks
Power windows
MyLink Radio with 7-inch color touch screen
Bluetooth wireless technology
Steering wheel mounted controls for audio, phone, and cruise
7 passenger seating

Exterior Color: Graphite Metallic

Interior Color: Dark Galvanized premium cloth with Jet black accents

BID #WG19-07 RESPONSE FORM

Purchase of One (1) New Police Vehicle

Page 1 of 2

Date: _____

Out of State or If yes,
 Yes No Registration Number

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Email Address: _____

Phone: _____

Fax: _____

Email: _____

Financing through another agency beside yourself or X

Yes No

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

Financing Agency Authorized Signature

BID #WG18-01 RESPONSE FORM

Purchase of One (1) Police Vehicle

Page 2 of 2

One (1) New Police Vehicle

Make/Model: _____

Amount Bid: \$ _____

Delivery Time: _____ days

Brochures showing the equipment offered shall be attached to this Response Form.

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



Baldwin County Commission

Agenda Action Form

File #: 19-0138, **Version:** 1

Item #: BE9

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-08 - Provision of Crushed Aggregates 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 Crushed Aggregates; 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: 11/06/2018

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 #WG19-08 SPECIFICATIONS
CRUSHED STONE, CRUSHED SLAG, CRUSHED GRAVEL, CRUSHED CONCRETE,
CRUSHED AGGREGATE BASE MATERIALS

Baldwin County desires bids for Crushed Stone, Crushed Slag, Crushed Gravel, Crushed Concrete and Crushed Aggregate Base Materials for the Baldwin County Highway Department.

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period beginning on the date of award.

Supply location will play a large part of bid award. More than one bidder may be awarded due to the supply location. Baldwin County will award on a per "**Maintenance Area**" basis as shown on the attached map.

The County Engineer or his designee will factor in the supply location in determining the low bidder for each "**Maintenance Area**". A per-road mile truck operating cost will be multiplied times the road miles of the best route between the supply location and each "**Maintenance Area**" for all material picked up by Baldwin County.

In the event that the awarded bidders' prime location cannot supply material, then the secondary awarded bidder will become the prime supplier for that day or project. This will be noted by the County representative at the bottom of the request for materials.

All grades of aggregate listed on the Bidders Response form shall include a price F.O.B. for material picked-up by Baldwin County at the bidder's supply location. Bidders shall stipulate the supply location applicable to the material. Bidders shall include a delivered price for all grades of the aggregates as noted on the Bidders response form. Delivery shall be in truck load quantities as ordered by Baldwin County F.O.B. and delivery will be per "**Maintenance Area**" with the Maintenance Areas as shown on the attached map.

All materials listed in this bid should meet the latest addition of the ALDOT Standard Specification Book.

NOTE: Number 5 Stone whether it is crushed gravel, crushed slag or crushed stone may be provided unwashed. This material is proposed primarily for maintenance of dirt roads.

CRUSHED STONE

Crushed Stone according to section 801.03 of Alabama Department of Transportation Standard Specifications for Highway Construction, (ALDOT Specifications) latest edition; Class 1 and Class 2 Rip-Rap per Section 814.01(b) of the ALDOT Standard specifications, latest edition; Type 3 Masonry Stone per section 812 of ALDOT Standard specifications latest edition.

Stone shall be in accordance with ALDOT Specifications and test reports shall be furnished when requested.

CRUSHED SLAG

Crushed Slag according to Section 801.05 of ALDOT Specifications, latest edition, for use by the Baldwin County Highway Department.

Slag shall be in accordance with ALDOT Specifications and test reports shall be furnished when requested.

CRUSHED GRAVEL

Crushed Gravel in accordance with ALDOT Specifications, Section 801.03, and test reports shall be furnished when requested.

Crushed gravel shall be offered in sizes consistent with ALDOT Gradation 467, 5, 6, 7, 78, 810, and gravel screenings. Material is proposed for maintenance use as aggregate surfacing or with asphalt.

CRUSHED AGGREGATE BASE MATERIALS

Crushed Aggregate Base Materials shall be in accordance with ALDOT Specifications, Section 825, and test reports shall be furnished when requested.

All limestone base materials must meet the gradation requirements of ALDOT Standard Specification Section 825. The source quarry must be listed in the most current ALDOT Approved Source Manual at the time of this bid. The supplier must also participate in the ALDOT's Aggregate Quality Control Program at the supply location.

NOTE: In no case shall moisture be applied to Crushed Aggregate Base Materials other than caused by natural events.

CRUSHED CONCRETE

All crushed concrete shall meet the gradation requirements of the latest edition of ALDOT Standard Specifications Section 825.03. All deleterious materials including wood, steel, rebar, etc... must be removed from mix.

2" MINUS SCREENED LIMEROCK BASE

99% of sample material shall pass 2" sieve

NOTE: This is not an ALDOT classified material.

BID #WG19-08 RESPONSE FORM
CRUSHED AGGREGATES
Maintenance Area - 100

Date:_____

Company Name_____

Address_____

Phone Number ()_____

Fax Number ()_____

Authorized Signature_____

 (please print or type Name)

Position_____

Supply Location_____

CRUSHED GRAVEL -- ALDOT SPECIFICATION SIZES 467 through 78

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT No. 467				\$	\$
ALDOT No. 467				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$

BID #WG19-08 RESPONSE FORM
CRUSHED LIMESTONE - ALDOT SPECIFICATIONS 467 through 89
Maintenance Area -100

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Product/Size	Supplier Quarry Or Source Name (If Any)	Supplier Plant or Yard Name	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT				\$	\$
No. 467					
ALDOT				\$	\$
No. 467					
ALDOT				\$	\$
No. 467					
ALDOT				\$	\$
No. 4					
ALDOT				\$	\$
No. 4					
ALDOT				\$	\$
No. 4					
ALDOT				\$	\$
No. 57					
ALDOT				\$	\$
No. 57					
ALDOT				\$	\$
No. 57					
ALDOT				\$	\$
No. 67					
ALDOT				\$	\$
No. 67					
ALDOT				\$	\$
No. 67					
ALDOT				\$	\$
No. 78					
ALDOT				\$	\$
No. 78					
ALDOT				\$	\$
No. 78					
ALDOT				\$	\$
No. 78					
ALDOT				\$	\$
No. 89					
ALDOT				\$	\$
No. 89					
ALDOT				\$	\$
No. 89					
ALDOT				\$	\$
No. 5					
ALDOT				\$	\$
No. 5					

BID#WG19-08 BID RESPONSE FORM
CRUSHED LIMESTONE RIP RAP - ALDOT SIZES Class 1, 2, 3 and Gabion Stone
Maintenance Area -100

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT Class 1				\$	\$
ALDOT Class 1				\$	\$
ALDOT Class 2				\$	\$
ALDOT Class 2				\$	\$
ALDOT Class 3				\$	\$
ALDOT Class 3				\$	\$
ALDOT 3" X 6" Gabion Stone				\$	\$
ALDOT 3" X 6" Gabion Stone				\$	\$

RECYCLED CRUSHED CONCRETE PRODUCTS

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Product/Size	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price Per Ton Delivered
2" x 0 Base			\$	\$
6" x 2" Cobbles			\$	\$
Rubble Riprap (Less than 300 lb.)			\$	\$

BID#WG19-08 BID RESPONSE FORM
CRUSHED LIMESTONE BASE - ALDOT SPECIFICATION 825-A & 825-B
Maintenance Area -100

825 -A

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

825 -B

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

BID#WG19-08 BID RESPONSE FORM
2" Minus Screened Limerock Base
Maintenance Area -100

2" Minus Screened Limerock Base

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

BID #WG19-08 RESPONSE FORM
CRUSHED AGGREGATES
Maintenance Area - 200

Date:_____

Company Name_____

Address_____

Phone Number ()_____

Fax Number ()_____

Authorized Signature_____

(please print or type Name)

Position_____

Supply Location_____

CRUSHED GRAVEL -- ALDOT SPECIFICATION SIZES 467 through 78

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT No. 467				\$	\$
ALDOT No. 467				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$

BID #WG19-08 RESPONSE FORM
CRUSHED LIMESTONE - ALDOT SPECIFICATIONS 467 through 89
Maintenance Area -200

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT				\$	\$
No. 467					
ALDOT				\$	\$
No. 467					
ALDOT				\$	\$
No. 467					
ALDOT				\$	\$
No. 4					
ALDOT				\$	\$
No. 4					
ALDOT				\$	\$
No. 4					
ALDOT				\$	\$
No. 57					
ALDOT				\$	\$
No. 57					
ALDOT				\$	\$
No. 57					
ALDOT				\$	\$
No. 67					
ALDOT				\$	\$
No. 67					
ALDOT				\$	\$
No. 67					
ALDOT				\$	\$
No. 78					
ALDOT				\$	\$
No. 78					
ALDOT				\$	\$
No. 78					
ALDOT				\$	\$
No. 78					
ALDOT				\$	\$
No. 89					
ALDOT				\$	\$
No. 89					
ALDOT				\$	\$
No. 89					
ALDOT				\$	\$
No. 5					
ALDOT				\$	\$
No. 5					

BID#WG19-08 BID RESPONSE FORM
CRUSHED LIMESTONE RIP RAP - ALDOT SIZES Class 1, 2, 3 and Gabion Stone
Maintenance Area -200

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT Class 1				\$	\$
ALDOT Class 1				\$	\$
ALDOT Class 2				\$	\$
ALDOT Class 2				\$	\$
ALDOT Class 3				\$	\$
ALDOT Class 3				\$	\$
ALDOT 3" X 6" Gabion Stone				\$	\$
ALDOT 3" X 6" Gabion Stone				\$	\$

RECYCLED CRUSHED CONCRETE PRODUCTS

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
2" x 0 Base				\$	\$
6" x 2" Cobbles				\$	\$
Rubble Riprap (Less than 300 lb.)				\$	\$

BID#WG19-08 BID RESPONSE FORM
CRUSHED LIMESTONE BASE - ALDOT SPECIFICATION 825-A & 825-B
Maintenance Area -200

825 -A

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

825 -B

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

BID#WG19-08 BID RESPONSE FORM
2" Minus Screened Limerock Base
Maintenance Area -200

2" Minus Screened Limerock Base

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

BID #WG19-08 RESPONSE FORM
CRUSHED AGGREGATES
Maintenance Area - 300

Date:_____

Company Name_____

Address_____

Phone Number ()_____

Fax Number ()_____

Authorized Signature_____

(please print or type Name)

Position_____

Supply Location_____

CRUSHED GRAVEL -- ALDOT SPECIFICATION SIZES 467 through 78

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT No. 467				\$	\$
ALDOT No. 467				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$

BID #WG19-08 RESPONSE FORM
CRUSHED LIMESTONE - ALDOT SPECIFICATIONS 467 through 89
Maintenance Area -300

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT No. 467				\$	\$
ALDOT No. 467				\$	\$
ALDOT No. 467				\$	\$
ALDOT No. 4				\$	\$
ALDOT No. 4				\$	\$
ALDOT No. 4				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 67				\$	\$
ALDOT No. 67				\$	\$
ALDOT No. 67				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 89				\$	\$
ALDOT No. 89				\$	\$
ALDOT No. 89				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 5				\$	\$

BID#WG19-08 BID RESPONSE FORM
CRUSHED LIMESTONE RIP RAP - ALDOT SIZES Class 1, 2, 3 and Gabion Stone
Maintenance Area -300

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Product/Size	Supplier Quarry Or Source Name (If Any)	Supplier Plant or Yard Name	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT Class 1				\$	\$
ALDOT Class 1				\$	\$
ALDOT Class 2				\$	\$
ALDOT Class 2				\$	\$
ALDOT Class 3				\$	\$
ALDOT Class 3				\$	\$
ALDOT 3" X 6" Gabion Stone				\$	\$
ALDOT 3" X 6" Gabion Stone				\$	\$

RECYCLED CRUSHED CONCRETE PRODUCTS

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Product/Size	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price Per Ton Delivered
2" x 0 Base			\$	\$
6" x 2" Cobbles			\$	\$
Rubble Riprap (Less than 300 lb.)			\$	\$

BID#WG19-08 BID RESPONSE FORM
CRUSHED LIMESTONE BASE - ALDOT SPECIFICATION 825-A & 825-B
Maintenance Area -300

825 -A

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

825 -B

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

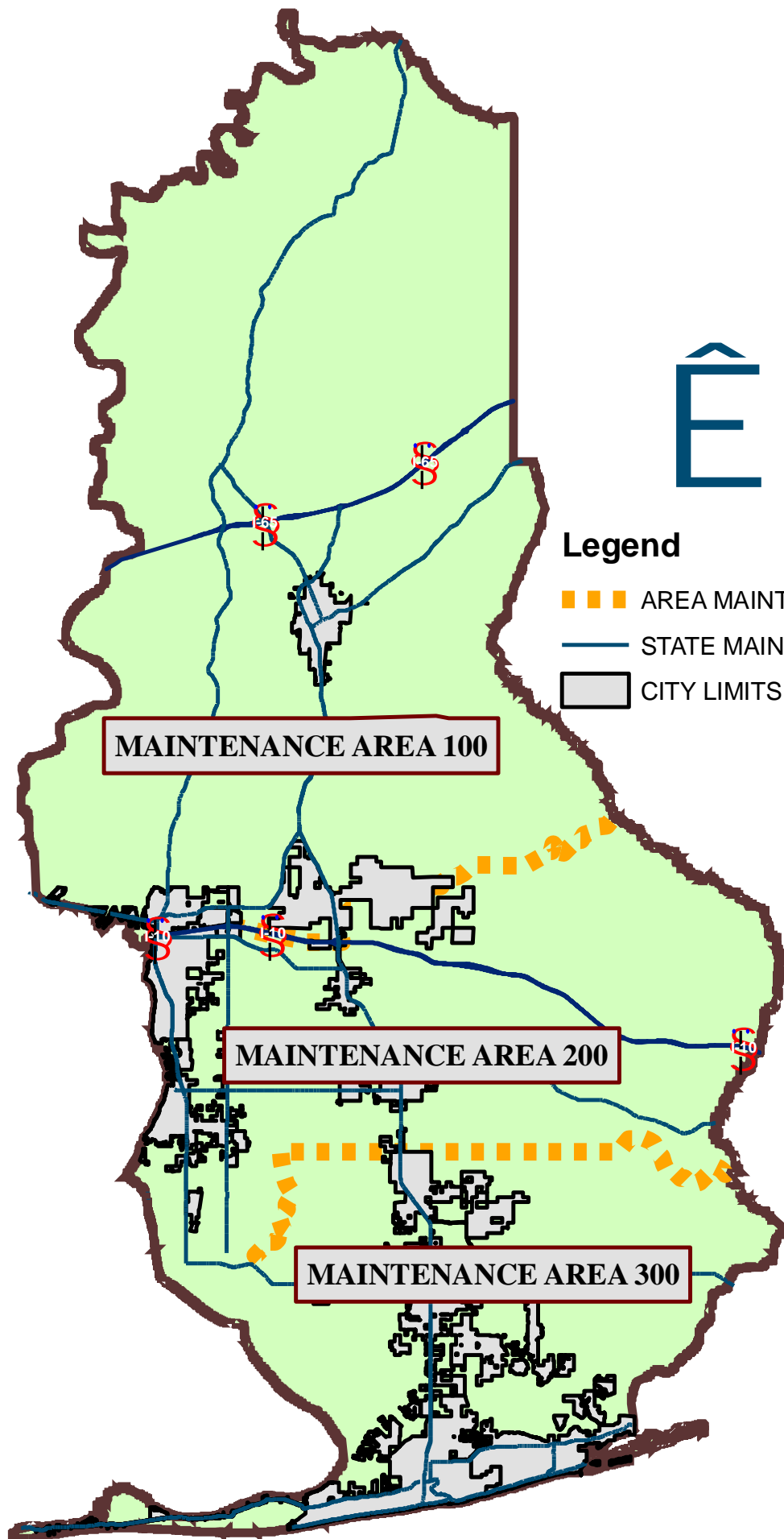
Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

BID#WG19-08 BID RESPONSE FORM
2" Minus Screened Limerock Base
Maintenance Area -300

2" Minus Screened Limerock Base

Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$



Legend

- AREA MAINT. DIVIDING LINES
- STATE MAINTAINED HIGHWAYS
- CITY LIMITS



Baldwin County Commission

Agenda Action Form

File #: 19-0139, **Version:** 1

Item #: BE10

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Quotes for Painting the Interior and Exterior of the Baldwin County Sheriff's Investigation Building Located in Robertsedale for the Baldwin County Commission

STAFF RECOMMENDATION

Award the quote to **Spanish Fort Painting & Construction, LLC**, in the amount of \$31,480.00, for painting the interior and exterior of the Baldwin County Sheriff's Investigation Building located in Robertsedale and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Quotes were solicited for painting the interior and exterior of the Sheriff's Investigation Building located in Robertsedale. One (1) quote was received and one (1) no bid was received. The quote was received from Spanish Fort Painting & Construction, LLC, in the amount of \$31,480.00. The Commission approved during the FY 2019 budget for painting the building. Recommend the Commission award the quote to Spanish Fort Painting & Construction, LLC, and authorize the Chairman to execute Public Works Contract and the Certificate of Compliance.

FINANCIAL IMPACT

Total cost of recommendation: \$31,480.00

Budget line item(s) to be used: 52100.5231

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: Standard County Contract

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: 11/6/2018

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

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

Letter to Vendor

Additional instructions/notes: N/A

State of Alabama)
County of Baldwin)

CONTRACT FOR PUBLIC WORKS SERVICES

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

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained quotes for painting the interior and exterior of the Baldwin County Sheriff's Investigation Building located in Robertsdale; and

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

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

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

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: Spanish Fort Painting & Construction, LLC

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

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

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

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

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

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

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

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

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

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

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

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

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

PROVIDER: Spanish Fort Painting & Construction, LLC
7688 Suite A Spanish Fort Blvd.
Spanish Fort, AL 36527
ATTN: Harry Caprara

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

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

“Quotes for painting the interior and exterior of the Baldwin County Sheriff’s Investigation Building located in Robertsdale for the Baldwin County Commission described in Attachment A”.

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

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

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

XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be **\$31,480.00.** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of no more than thirty (30) days after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. To the fullest extent allowed by law, Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

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

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is

obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

FRANK BURT, JR., Chairman /Date

Ronald J. Cink, /Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/ Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Spanish Fort Painting & Construction, LLC

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public
My Commission Expires

Spanish Fort Painting and construction LLC
7688 SUITE A SPANISH FORT BLVD
SPANISH FORT, AL 36527 US
(251)6268273
harry-harris@att.net

"ATTACHMENT A"



ADDRESS

Baldwin County Sheriff
Investigation Div. Building
Co Rd 54 E
Robertsdale, AL

ESTIMATE 1062

DATE 07/19/2018

EXPIRATION DATE 08/20/2018

ACTIVITY	QTY	RATE	AMOUNT
Services We hereby propose to furnish material, labor, and equipment to complete the following work at the above reference building	1	0.00	0.00
Services Pressure wash exterior	1	0.00	0.00
Services Prep and paint exterior door, frames, windows, hardiboard siding, and lintels.	1	0.00	0.00
Services Prep and paint interior wall covering, windows, doors, door frames, and wood trim.	1	0.00	0.00
Services All rooms to be painted need to be empty, and vacated by county employees for security reasons prior to painting	1	0.00	0.00
Services Exterior work for the sum of	1	7,200.00	7,200.00
Services Interior work for the sum of	1	24,280.00	24,280.00

Attn: Cheryl Vaughn
Phone 251 972 8589

TOTAL

\$31,480.00

STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC
WORKS PROJECT

BALDWIN COUNTY

THE UNDERSIGNED hereby certifies that the following described final
Contract(s) and/or bond(s) to be awarded is let in compliance with Title 39, Code of
Alabama, 1975, and all other applicable provisions of law, to-wit:

**“Quotes for painting the interior and exterior of the Baldwin County
Sheriff’s Investigation Building located in Robertsedale for the Baldwin
County Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the ____ day of
_____, 2018.

BALDWIN COUNTY COMMISSION

By: _____
As Its Chairman

ATTEST:

By: _____
As Its County Administrator



Baldwin County Commission

Agenda Action Form

File #: 19-0143, **Version:** 1

Item #: BE11

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

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

Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE

Fiscal Year 2019 Budget Amendment - Baldwin County District Attorney (DA) - Correcting a Data Entry Error

STAFF RECOMMENDATION

Adopt Resolution #2019-016 amending the Fiscal Year 2019 Budget (Resolution #2018-118 adopted September 18, 2018) to authorize the movement of \$10,000.00 from cost center 51105, Commission Contingency, to cost center 51260, District Attorney.

BACKGROUND INFORMATION

Previous Commission action/date: Fiscal Year 2019 Budget was approved on September 18, 2018.

Background: The Commission approved a General Fund appropriation of \$36,000.00 to the Baldwin County District Attorney in the Fiscal Year 2019 Budget. A data entry error was made in the system; erroneously recording the appropriation as \$26,000.00. Resolution #2019-016 will correct this error.

FINANCIAL IMPACT

Total cost of recommendation: \$10,000.00

Budget line item(s) to be used: DB to 51260.5291.001, CR to 51105.5290

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Christie Davis will enter the budget revision once the Commission has approved it.

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2019-016
OF THE
BALDWIN COUNTY COMMISSION**

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby amend the Baldwin County Fiscal Year 2019 Budget and that the following additional estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
51260.5291.001	District Attorney – DA Subsidy per BC Commission	10,000	
51105.5290	Commission Contingency – General Contingency		10,000

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 6th day of November, 2018.

Commissioner Frank Burt, Jr., Chairman

ATTEST:

Ronald J. Cink, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 19-0147, **Version:** 1

Item #: BH1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Brian Peacock, CIS Director

Submitted by: Brian Peacock, CIS Director

ITEM TITLE

Contract for Professional Services with Sands Tech AV, LLC for Video/Audio Services

STAFF RECOMMENDATION

1. Extend the Contract with Sands Tech AV, LLC for audio and video services for an additional twelve (12) months at the same terms and conditions as stated in the original Contract awarded on October 17, 2017 and commencing on November 7, 2018. The Contract extension will expire on November 7, 2019 and CIS staff will assume production of regularly scheduled meetings at that time; and
2. Authorize the Chairman to send notice to Sands Tech AV, LLC agreeing to the renewal of the Agreement for said additional twelve (12) month term.

BACKGROUND INFORMATION

Previous Commission action/date: October 17, 2017 - approved Professional Service Agreement with Sands Tech AV, LLC.

Background:

The Baldwin County Commission, during its regularly scheduled meeting held October 17, 2017, approved the Agreement for Professional Services between the Commission and Sands Tech AV, LLC for audio and video services. This Agreement shall be effective and commence on November 7, 2017, and the same shall terminate upon the expiration of twelve (12) months, on November 6, 2018, with an option to renew upon agreement of both parties for two (2) additional twelve (12) month periods, not to exceed thirty-six (36) months.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

If this is not a budgeted expenditure, does the recommendation create a need for funding? No

LEGAL IMPACT

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

Reviewed by County Attorney

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? no

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

FOLLOW UP IMPLEMENTATION

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

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

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

N/A

Additional instructions/notes: N/A



COUNTY COMMISSION

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

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

October 17, 2017

Mr. Dave Sands
Sands Tech AV, LLC
1141 Conference Road
Cantonment, Florida 32533

**RE: Professional Services Contract with Sands Tech AV, LLC for
Video/Audio Services**

Dear Mr. Sands:

The Baldwin County Commission, during its regularly scheduled meeting held on October 17, 2017, approved the *Agreement for Professional Services* between the Commission and Sands Tech AV, LLC for audio and video services. This *Agreement* shall be effective and commence on November 7, 2017, and the same shall terminate upon the expiration of twelve (12) months, on November 6, 2018, with an option to renew upon agreement of both parties for two (2) additional twelve (12) month periods, not to exceed thirty-six (36) months.

Enclosed is a **fully executed original** *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 Ron Cink, County Administrator/Budget Director, at (251) 580-2550.

Sincerely,

T. CHRISTOPHER ELLIOTT, Chairman
Baldwin County Commission

TCE/met Item BA7

cc: Ron Cink
Anu Gary
Brian Peacock

ENCLOSURE(S)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into by and between the Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama (hereinafter collectively referred to as "COMMISSION"), and Sands Tech AV, LLC (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the COMMISSION remains committed to public access to, and awareness of, the conducting of COMMISSION business and affairs during the regular meetings of the COMMISSION, such meetings being generally held on the first and third Tuesdays of each month, with such exceptions as the COMMISSION may make from time to time; and

WHEREAS, in addition to regular meetings, the COMMISSION calls and/or participates in, from time to time, special meetings and other public forums; and

WHEREAS, to serve its commitment to such public access and awareness, the COMMISSION arranges for its regular meetings, and various of its special meetings and other public forums as requested by said COMMISSION, to be recorded for subsequent broadcast by cable television providers operating inside the jurisdictional limits of the COMMISSION pursuant to the COMMISSION'S *Baldwin County Cable Television System Franchise Agreement*; and

WHEREAS, in addition to the recording of regular COMMISSION meetings and special meetings and other public forums, the COMMISSION continues to cause the production of various documentaries and "public service announcements" which are likewise broadcast by cable television providers operating pursuant to the COMMISSION'S form *Baldwin County Cable Television System Franchise Agreement*; and

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

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

A. COMMISSION: The Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama

B. PROVIDER: Sands Tech AV, LLC

- II. Obligations Generally.** The COMMISSION hereby retains, and the PROVIDER agrees to perform for the COMMISSION, those professional services as hereinafter set forth and attached. This document shall serve as the binding agreement for the services of PROVIDER. PROVIDER shall immediately commence performance of the professional services outlined herein upon full execution of this Agreement. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included.** The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications.** For the purpose of this Agreement, the PROVIDER represents and warrants to the COMMISSION that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise.** The COMMISSION neither perceives nor intends, by this Agreement, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services.
- VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Agreement. PROVIDER is not an employee, servant, partner, or agent of the COMMISSION and has no authority, whether express or implied, to contract for or bind the COMMISSION in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate, in providing the services hereunder, and that the COMMISSION'S interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible

for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

- IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COMMISSION to create an agency relationship pursuant to this Agreement. Therefore, the PROVIDER does not in any manner act on behalf of COMMISSION, and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement.** This Agreement represents the entire and integrated agreement between the COMMISSION and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance.** The failure of the COMMISSION to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COMMISSION to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment.** This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COMMISSION, which may be withheld or granted in the sole discretion of the COMMISSION.
- XIV. Ownership of Documents/Work.** The COMMISSION shall be the owner of all copyright or other intellectual property rights in videos, compact discs, DVDs, reports, documents and deliverables produced and paid for under this Agreement, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COMMISSION without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the

COMMISSION'S prior written consent, which may be withheld or granted in the sole discretion of the COMMISSION.

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

PROVIDER: Sands Tech AV, LLC
1141 Conference Road
Cantonment, Florida 32533

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

- XVI. Services to be Rendered.** PROVIDER is retained by the COMMISSION as a professionally-qualified producer of video recordings suitable for broadcast over cable television systems, all as aforesaid. The general scope of work for the services will encompass:

- A.** Multi-camera recording and production of regular and, as requested, special meetings of the COMMISSION.
- 1.** Multi-Camera remote television production of Baldwin County Commission Meeting in regular session held in the Bay Minette Administration Building's Commission Chambers, at a cost of \$500.00 per meeting (maximum of five (5) hours), and \$100.00 for each additional hour after the initial five (5) hours, billed in one (1) hour increments thereafter.
- B.** Recording and production of documentary program material in Baldwin County, Alabama, will include: municipalities, unincorporated communities, landmarks, annual area activities, festivals, reenactments, historical educational institutions, other historical activities and county department informational videos.
- 1.** The Baldwin County Commission will be billed for each sixty (60) minute final production content at a price of \$2,500.00, by invoice, for the following television production services:
- a. On-location shooting (Any production outside of the Baldwin County Commission Meeting Chambers where regular sessions take place will require contractor provided equipment. A minimum of 48-hour notice to the provider is required.)
 - b. Interviews
 - c. Voice-overs

- d. Music tracks
- e. Editing
- f. Conveyance to Baldwin County Commission of one (1) DVD
- g. Master Dub

C. Recording and production of public service announcements and other video spots in Baldwin County will be produced as requested by the Baldwin County Commission.

1. The Baldwin County Commission will be billed for a price per spot of \$450.00 with an understanding that each spot will not exceed ten (10) minutes, by invoice, for the following television production services as follows:

- a. On-location shooting (Any production outside of the Baldwin County Commission Meeting Chambers where regular sessions take place will require contractor provided equipment. A minimum of 48-hour notice to the provider is required.)
- b. Interviews
- c. Voice-overs
- d. Music tracks
- e. Editing
- f. Conveyance to Baldwin County Commission of one (1) DVD
- g. Master Dub

D. Recording and production of various public forums are requested on occasion by the Baldwin County Commission, other than those set out in A, B, and C, above, as requested by the COMMISSION.

1. The Baldwin County Commission will be billed for a price per event, not to exceed \$3,000.00 per day with an understanding that location and duration of various public forums may vary for the following television production services as follows:

- a. On-location shooting (Any production outside of the Baldwin County Commission Meeting Chambers where regular sessions take place will require contractor provided equipment. A minimum of 48-hour notice to the provider is required.)
- b. Interviews
- c. Voice-overs
- d. Music tracks
- e. Editing
- f. Conveyance to Baldwin County Commission of one (1) DVD
- g. Master Dub

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

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

G. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COMMISSION, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed, and more particularly in a manner consistent with the level of care and skill which PROVIDER has exercised in the provision of these services heretofore.

XVII. General Responsibilities of the COMMISSION.

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

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

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

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

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid pursuant to the terms, prices and amounts set out in Section XVI of this Agreement. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Agreement shall be effective and commence on November 7, 2017, and the same shall terminate upon the expiration of twelve (12) months, on November 6, 2018, with an option to renew upon agreement of both parties for two (2) additional twelve (12) month periods, not to exceed thirty-six (36) months. This Agreement may also be terminated by a written notification thereof received by either party pursuant to Section XVIII herein related to termination of services. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.

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

XXIV. Indemnification. To the fullest extent allowed by law, PROVIDER shall indemnify, defend and hold COMMISSION and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively herein, "COMMISSION") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death), property damage or any other damage or injury of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COMMISSION, arising from or related to this Agreement or the services to be provided hereunder.

XXV. Number of Originals. This Agreement shall be executed with two (2) originals, both of which are equally valid as an original.

XXVI. Governing Law. This Agreement and all aspects thereof, including without limitation any and all claims or actions arising therefrom or based thereon, shall be governed by the law of the State of Alabama, without regard to Alabama conflict of law principles, and any action


between the parties hereto shall be brought solely in the Circuit Court of Baldwin County, Alabama.

XXVII. Insurance. Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at/in/on any property, site, location, vessel, or equipment. *All liability insurance shall name the County as an additional insured.* Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite coverage is attached hereto as "**Exhibit A**" hereto as if fully set forth.

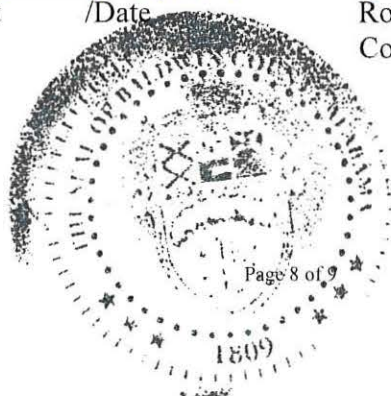
IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

**BALDWIN COUNTY COMMISSION
"COMMISSION"**

ATTEST:


T. Christopher Elliott /Date
Chairman


Ronald J. Cink 10/17/17
County Administrator /Date



STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Keri Green, a Notary Public in and for said County and State, hereby certify that T. CHRISTOPHER ELLIOTT, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

GIVEN under my hand and seal on this the 17th day of October, 2017.

Keri Green
Notary Public
Commission Expires: 11/23/19

SANDS TECH AV, LLC
"PROVIDER"

[Signature] 10-17-17
Dave Sands /Date
Its Owner

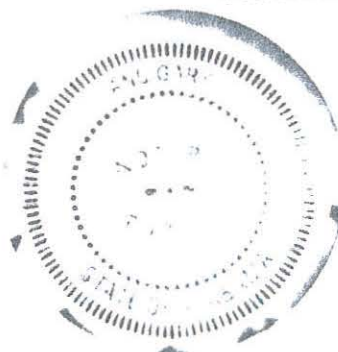


STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Anu Gary, a Notary Public in and for said County and State, hereby certify that DAVE SANDS as Owner of Sands Tech AV, LLC, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said Sands Tech AV, LLC.

GIVEN under my hand and seal on this the 17th day of October, 2017.

Anu Gary
Notary Public
Commission Expires: My Commission Expires:
October 12, 2019





CERTIFICATE OF LIABILITY INSURANCE



DATE (MM/DD/YYYY)

10/25/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rushing Insurance LLC dba Beck Partners Insurance 151 W Main St. Suite 200 Pensacola FL 32502	CONTACT NAME: Kristine Rushing PHONE (A/C, No, Ext): (850) 476-3745 E-MAIL: krushing@teambeck.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (850) 479-9699 NAIC # [REDACTED]
INSURED John David Sands 1141 Conference Rd Cantonment FL 32533-6841		

COVERAGES

CERTIFICATE NUMBER: CL169802741

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	[REDACTED]	11/1/2016	11/1/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
						MED EXP (Any one person)	\$ 10,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE	\$ 1,000,000	
						PRODUCTS - COM/OP AGG	\$ 1,000,000	
						Premises/Operations	\$	
A	AUTOMOBILE LIABILITY			[REDACTED]	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)				\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Baldwin County Commission is listed as additional insured as respects to General Liability. 30 day notification applies with the exception of 10 day notice due to non payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

bpeacock@baldwincountyal.g

Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Reid Rushing/CLR

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SANDT-1

OP ID: PB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairchild, Addison & McKone P.O. Box 1030 Brandon, FL 33509-1030 Fairchild, Addison & McKone		813-681-4893		CONTACT NAME Fairchild, Addison & McKone	
				PHONE (A/C, No, Ext) 813-681-4893	FAX (A/C, No) 813-685-8610
				E-MAIL ADDRESS COI@FAMins.com	
				INSURER(S) AFFORDING COVERAGE	
				NAIC #	
				INSURER A FCBI	
				INSURER B Southern-Owners Ins	
				INSURER C Auto-Owners Insurance	
				INSURER D	
				INSURER E	
				INSURER F	

INSURED Sands Tech AV LLC Dave Sands 133 Millet Cir Cantonment, FL 32533	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y			07/18/2018	07/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y			07/18/2018	07/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$				07/18/2018	07/18/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCR PTION OF OPERATIONS below	N/A	Y		07/18/2018	07/18/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Communication Equipment Installation - Industrial Or Commercial

Certificate Holder is an Additional Insured in regards to General Liability and Commercial Auto coverage as required by written contract. Waiver of Subrogation in favor of certificate holder applies to workers compensation listed. 30 day notice of cancellation applies to general liability and commercial auto policies listed.

CERTIFICATE HOLDER

CANCELLATION

BALDC-1 Baldwin County Commissions 312 Courthouse Square Ste 12 Bay Minette, AL 36507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Fairchild, Addison & McKone <i>Patricia Bailey</i>
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Baldwin County Commission

Agenda Action Form

File #: 19-0152, **Version:** 1

Item #: BJ1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Sheriff Huey Hoss Mack, BCSO

Submitted by: Connie Dudgeon, Budget and Finance Director, BCSO

ITEM TITLE

Authorization for Settlement Claim - 2007 Ford Crown Victoria - Baldwin County Sheriff's Office

STAFF RECOMMENDATION

Take the following actions:

1. Approve the Salvage Settlement Claim presented by Sentry Insurance regarding Claim Number 53A251075-749 in the amount of \$3,120.75; and
2. Authorize the Clerk/Treasurer to accomplish any and all actions related to the aforesaid.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background: This agenda item deals with a 2007 Ford Crown Victoria that was parked legally on the west side of the Courthouse Square and was damaged by an individual that struck it when the individual was traveling around the Courthouse Square. Sentry Insurance has presented a settlement of claim for the damages to the 2007 Ford Crown Victoria. The Baldwin County Sheriff's Office requests the Baldwin County Commission authorize the settlement offered for Owner Retains Salvage for \$3,120.75.

Alabama general law and Baldwin County local law authorize the County Commission to examine, settle and allow all accounts and claims chargeable against the 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: All administration completed by Clerk/Treasurer

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

Additional instructions/notes: NA

Sentry Insurance
PO BOX 8032
Stevens Point, WI 54481-9947

October 3, 2018



Claim Number: 53A251075-749
Insured: NRE Global Holdings Inc
Claimant Name: BALDWIN COUNTY
SHERIFFS OFFICE
Date of Loss: 06/03/2018

BALDWIN COUNTY SHERIFFS OFFICE
310 HAND AVE
BAY MINETTE AL 36507-4500
|||||

Vehicle: 2007 Ford Crown Victoria
VIN: 2FAHP71W57X130240

I'm writing to confirm our total loss offer for your vehicle. Attached is the market report, completed by CCC, for your review. If you don't plan to retain the vehicle, we'll issue payment once we receive the title and/or paperwork necessary to transfer vehicle ownership.

Here's a breakdown of the settlement options:

	Insurance Retains Salvage:	Owner Retains Salvage:
ACV	\$3,375.00	\$3,375.00
Tax	+ \$0.00	+ \$0.00
Fees	+ \$19.75	+ \$19.75
Salvage	- \$0.00	- \$274.00
Gross settlement	\$3,394.75	\$3,120.75

If you have additional information you'd like us to consider in our evaluation, please send it to me via fax, mail, or email. Be sure to include the claim number for easy identification.

If you have questions or wish to discuss this further, please contact me. Thank you.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.



Jason Matthews, Claims Representative - Auto Material Damage
Sentry Insurance a Mutual Company
A Member of the Sentry Insurance Group
800-473-6879 Ext 4595117
888-729-2225 Fax
jason.matthews@sentry.com

Enclosure: CCC Market Survey



53A251075

DOCCLMS

Sentry Insurance
PO BOX 8032
Stevens Point WI 54481-9947



Please fold for return envelope window. 749

September 17, 2018



Claim Number: 53A251075-646
Insured: NRE Global Holdings Inc
Vehicle: 2010 Ford Crown Victoria
Date of Loss: 06/03/2018

BALDWIN COUNTY SHERIFFS OFFICE
310 HAND AVE
BAY MINETTE AL 36507-4500



I'm writing to let you know your claim is being reviewed by our total loss department. You'll receive a call from one of our total loss adjusters to discuss the settlement of your vehicle. On your call, you'll need to provide them with a copy of the title. If you hold the title (instead of a financing company) you may fax a copy of the front and back of the title in advance to 888-729-2225.

Please complete the enclosed forms. The forms will help ensure I can file your claim promptly. The Department of Motor Vehicles is very specific on how these forms are completed so I've highlighted some important points for you.

1. Please **do not** fill in dates.
2. **Sign and print only in the areas that are marked and highlighted.**
3. **Signature(s) may need to be notarized.** Both signatures and printed name(s) must be **exactly** as they appear on the front of the title.
4. If you possess clear title (no liens or amounts owed), we have provided a **sample copy** of a title which is highlighted to show you where **your** title is to be signed. Don't fill out any other area(s) of the title for this may delay payment of your claim

If you hold the title jointly with another individual or entity, please sign the title **exactly** how the owners are listed on the title. If the title indicates your signature needs to be notarized, please do so.

Once you have everything completed, please mail all documents back to me using the return envelope I've included. Please send originals, as copies may not be accepted by the Department of Motor Vehicles. You should also make copies for yourself.

If you have the keys to the vehicle, please send them to me along with the properly endorsed documents.

If you have any questions, please give me a call—I'm here to assist you.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Ashley Truelsen

Ashley Truelsen, Claims Technician - Salvage
Sentry Insurance a Mutual Company
A Member of the Sentry Insurance Group
800-473-6879 Ext 4595399
888-729-2225 Fax
ashley.truelsen@sentry.com

Enclosures: Power of Attorney
Original Title
Copy of Business Card



53A251075

DOCCLMS

Sentry Insurance
PO BOX 8032
Stevens Point WI 54481-9947



Please fold for return envelope window. 646



Baldwin County Commission

Agenda Action Form

File #: 19-0156, **Version:** 1

Item #: BL1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE

Approval of Renewal Applications for Certificate of Exception from Garbage Pick-up

STAFF RECOMMENDATION

Take the following action:

As authorized by Section 22-27-3 of the Code of Alabama 1975, and without limitation, approve, for a period not to exceed one (1) year, commencing as of dates noted below, the Application for Certificate of Exception from Garbage Pick-up as permitted by, and applicable to, as follows:

Bruce Armstead
39910 Bertha Cleveland Road South
Bay Minette, Alabama 36507
(Application Receipt No. 948 - Commencing September 5, 2018)

John Sanders
14730 Ridge Road
Summerdale, Alabama 36580
(Application Receipt No. 37378 - Commencing March 7, 2018)

BACKGROUND INFORMATION

Previous Commission action/date: 08/15/2017

Background: Three (3) permitted customers were approved at the regularly scheduled Commission meeting held on August 15, 2017. Citizens, Ms. Pearl Jansen and Mr. John Sanders, residents of unincorporated Baldwin County, have requested approval to haul their own household solid waste from their residences to the Baldwin County Magnolia Sanitary Landfill located in Summerdale, Alabama.

Citizen, Mr. Bruce Armstead, resident of unincorporated Baldwin County, has requested approval to haul his own household solid waste from his residence to the Baldwin County Transfer Station

located in Bay Minette, Alabama.

Alabama Law (Section 22-27-1, et. seq., Code of Alabama 1975) allows the citizens to be granted Certificate of Exceptions for households who meet certain requirements and who choose to transport their own household solid waste to an approved Solid Waste Disposal Facility.

As of October 16, 2018, out of the three (3) previously permitted customers, only two (2) are currently still using the Certificate of Exception (Mr. Bruce Armstead and Mr. John Sanders). The other customer (Ms. Pearl Jansen) is now signed up for regular curbside garbage pick-up service.

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: Terri Graham, Development and Environmental Director to follow up with:

Ms. Camilla English
Environmental Supervisor
Baldwin County Health Department
P.O. Box 369
Robertsdale, Alabama 36567
Email: camilla.english@adph.state.al.us <<mailto:camilla.english@adph.state.al.us>>

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

Additional instructions/notes: N/A

Application For Certificate of Exception From Garbage Pick-Up

For Department Use Only

ID: 43

Alabama Department of Public Health



Baldwin County Health Department
P.O. Drawer 369
Environmental Health Division
Robertsdale, AL 36567

Date Application Received: 3/7/2018
County Fee: \$10.00
Payment Date: 3/7/2018
Receipt Number: 37378
Date Permit Issued:
Client Number: 4971

To Be Completed And Signed By The Applicant

Name of Applicant: John Sanders
14730 Ridge Rd
Summerdale, AL 36580
Phone: (251) 988-1440

No. of Person(s)
Living at
Residence: 2

Directions to Property:

Yes No

Is House-to-House Pickup Available to You? ☒

Is a Roadside Container Available to You? ☐

Select the option you desire and sign:

☒ I will store my garbage in a fly-tight container and transport my own garbage and refuse to:

Sanitary Landfill

MAGNOLIA LANDFILL

Name and Location

Other

Describe

or other Health Department approved public site at least once per week. I will transport my solid waste in such a manner as not to litter the highway or create a public health hazard, and only during hours when the sanitary landfill or other approved site is open. I agree to furnish to the County Health Department weekly receipts (where required) secured from the sanitary landfill operator as evidence of proper disposal upon request.

Date of Application:

3-7-18

Signature

John Sanders
14730 Ridge Rd
Summerdale, AL 36580

2017-07-03 18:15

ADPH Bay Minette 2515804767 >> 251-947-3557

P 2/2

Application For Certificate of Exception From Garbage Pick-Up

For Department Use Only

ID: 9

Alabama Department of Public Health

Code 643



Baldwin County Health Department
P.O. Drawer 369
Environmental Health Division
Robertsdale, AL 36567

Date Application Received: 9-5-18
County Fee: \$10.00
Payment Date: 9-5-18
Receipt Number: 948
Date Permit Issued:
Client Number:

To Be Completed And Signed By The Applicant

Name of Applicant: Bruce L Armstead
39910 Bertha Cleveland Road South.
Bay Minette, AL 36507
Phone: (251) 937-9286

No. of Person(s)
Living at
Residence: 2

Directions to Property:

One and a half miles south of Cross Roads to Bertha Cleveland Road, then 1 1/2 miles to residence.
3-15-13: 911 Address for property has been changed since last application in 2005.

Is House-to-House Pickup Available to You?

Yes ☐ No ☐

Is a Roadside Container Available to You?

☐ ☐

Select the option you desire and sign:

☒ I will store my garbage in a fly-tight container and transport my own garbage and refuse to:

☒ Sanitary Landfill

Bay Minette Land
Name and Location

☐ Other

Describe

or other Health Department approved public site at least once per week. I will transport my solid waste in such a manner as not to litter the highway or create a public health hazard, and only during hours when the sanitary landfill or other approved site is open. I agree to furnish to the County Health Department weekly receipts (where required) secured from the sanitary landfill operator as evidence of proper disposal upon request.

Date of Application:

9-5-18

Signature

Bruce L Armstead

Bruce L Armstead
39910 Bertha Cleveland Road South.
Bay Minette, AL 36507



Baldwin County Commission

Agenda Action Form

File #: 19-0158, **Version:** 1

Item #: BL2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

Submitted by: Suzanne Doughty

ITEM TITLE

Mandatory Garbage Fees - Low Income Exemption Applications 2018

STAFF RECOMMENDATION

Take the following actions related to the persons who have applied to be exempt from the Baldwin County mandatory garbage fees by the Baldwin County low income exemption program:

2nd - Quarter Ending June 30, 2018:

Approve 56 and Deny 15 Low Income Applicants

3rd - Quarter Ending September 30, 2018:

Approve 57 and Deny 21 Low Income Applicants

BACKGROUND INFORMATION

Previous Commission action/date: 05/01/2018

Background: The Commissioners are provided with a confidential list of applicants that have applied to be exempt from the mandatory garbage fees by the Baldwin County low income exemption program. Applicants have signed an application and provided documentation to establish that their yearly income is less than or equal to 75% of the federal poverty level. Applications are renewed every six months.

4th - Quarter Ending December 31, 2017:

Approve 44 and Deny 7 Low Income Applicants

1st - Quarter Ending March 31, 2018:

Approve 61 and Deny 25 Low Income Applicants

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: BCSW - Susan Kilby and Suzanne Doughty

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0159, **Version:** 1

Item #: BL3

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

Submitted by: Suzanne Doughty

ITEM TITLE

Mandatory Garbage Fees - Social Security Exemption Applications 2018

STAFF RECOMMENDATION

Take the following actions related to persons that have applied to be exempt from the Baldwin County mandatory garbage fees by the State granted exemption:

2nd - Quarter Ending June 30, 2018:

Approve 5 and Deny 3 Social Security Exemption Applications

3rd - Quarter Ending September 30, 2018:

Approve 3 and Deny 0 Social Security Exemption Applications

BACKGROUND INFORMATION

Previous Commission action/date: 05/15/2018

Background: The Commissioners are provided with a confidential list of applicants that have applied to be exempt from the mandatory garbage fees by the State granted exemption. Applicants have signed a notarized application and provided documentation to establish that Social Security is the sole source of income for the State exemption. Applications are renewed annually.

4th - Quarter Ending December 31, 2017:

Approve 0 and Deny 1 Social Security Exemption Applications

1st - Quarter Ending March 31, 2018:

Approve 649 and Deny 79 Social Security Exemption Applications

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: BCSW - Susan Kilby and Suzanne Doughty

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0137, **Version:** 1

Item #: BN1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E. Permit/Subdivision Manager

Submitted by: Laurie Rumbaugh, Office Administrator

ITEM TITLE

Case No. S-16053a - The Verandas, Phase 2

STAFF RECOMMENDATION

Take the following actions:

1) Approve the following subdivision roads for maintenance and authorize said roads to be added to the County Maintenance Road List:

Street Name	Length	Maint. Area	Asphalt Width	Curbing
Veranda Boulevard	2,477	200	18	Yes
Catana Avenue	48	200	18	Yes
Turin Avenue	165	200	18	Yes
Naples Avenue	634	200	18	Yes
Pillars Street	698	200	18	Yes

2) Approve the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accept the Surety Document from Fidelity and Deposit Company of Maryland on behalf of Ammons and Blackmon Construction, LLC in the amount of \$251,532.40 to guarantee the workmanship and materials as shown on the approved Final and "As-built" Construction Plans.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On May 31, 2018, the Baldwin County Highway Department, Permit Section approved the Final and "As-built" Construction Drawings for The Veranda, Ph 2 (County Case No. S-16053a) located on State Highway 104 in the Fairhope area.

The Baldwin County Subdivision Regulations, Article §7.4.2 - Maintenance Surety, requires the

following:

- (a) *Acceptance of Maintenance Surety Document.* The surety document must first be reviewed by the County Engineer and Chief Legal Counsel, and then accepted and approved by the County Commission;
- (b) *Value of Maintenance Surety Document.* The maintenance surety document shall be of an amount equal to or greater than 40 percent of the cost (*Itemized Engineer's Cost Estimate*) of the full construction of the required roadway and drainage improvements within the public rights-of-way, including but not limited to, grading, paving of the streets, and installation of stormwater structures. When the County Engineer identifies potential problems, conditions or reasons for further protection of the County and public funds a greater amount may be required by the County Engineer;
- (c) *Term of Maintenance Surety Document.* A maintenance surety document must state that it is "valid for a period of time" as prescribed in the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*. A twenty-four (24) month warranty period will begin to run upon the occurrence of both of the following (a) the County Commission votes in the affirmative to accept for maintenance the roadway and drainage improvements, within the public rights-of-way; and (b) the maintenance surety document in acceptable form is delivered to the Baldwin County Commission.

Notwithstanding the above requirements, this warranty period shall be automatically extended in the event that an invoice has been sent to the Owner and the time of the subject invoice conflicts with, or the necessary repairs extend beyond, the final date of the twenty-four (24) month warranty period. In such event, said maintenance surety document shall remain in full effect until the Baldwin County Commission releases said surety document following the fulfillment of all obligations to the Baldwin County Commission as required by the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*.

The value and terms of the surety have been reviewed by Highway Department Staff and are consistent with the requirements of the *Baldwin County Subdivision Regulations (see attached cost estimate)*.

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: Standard form used as previously approved 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 Staff; Permit Division

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff to have Commission Chairman and County Administrator execute Subdivision Roadway Acceptance Agreement and return the signed document to the Permit Division. Permit Division will notify all appropriate County Highway personnel to begin maintenance.

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION

SUBDIVISION ROADWAY AND DRAINAGE IMPROVEMENT ACCEPTANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT (hereinafter referred to as "AGREEMENT"), entered into by and between THE VERANDAS, LLC. And AMMONS & BLACKMON CONSTRUCTION, LLC. (Owner, Developer and Contractor jointly and severally known as the "OWNER"), and the Baldwin County commission (hereinafter called the "COUNTY COMMISSION") all collectively known as the "PARTIES".

WITNESSETH:

WHEREAS the rights-of-way of THE VERANDAS, PHASE TWO (Subdivision Name) located in Baldwin County, Alabama were dedicated to public use by the OWNER on the record plat (EXHIBIT C) as recorded with the Baldwin County Judge of Probate on Slide No. 2642-D on the 6th day of June, 2018 included herein by reference as if fully set forth; and

WHEREAS the OWNER further warrants that the roadways and drainage improvements within the following public rights-of-way are complete and are in compliance with all Federal, State and local laws to include minimum standards specified by, without limitation, the Baldwin County Subdivision Regulations, and that they are free from known defects and are free and clear of all liens and encumbrances (see also Exhibit D);

Roadway Name	Centerline Length Of Roadway (feet)	Asphalt Width (feet)	Curbing Y/N
Veranda Blvd.	2,477.21	18	Y
Catana Ave.	47.50	18	Y
Turin Ave.	165.00	18	Y
Naples Ave.	634.19	18	Y
Pillars St.	697.86	18	Y

(List all subject roads/rights-of-way separately); and

WHEREAS the OWNER hereby agrees that in consideration of the COUNTY COMMISSION accepting the said roadways and drainage improvements for maintenance, a maintenance surety document (Exhibit B) has been provided to the Baldwin County Commission in an amount determined by the County Engineer and not less than 40% of the "Engineer's Itemized Cost Estimate of Construction" (Exhibit A) of the roadways and drainage improvements within the said rights-of-way; and

NOW THEREFORE, in consideration of the premises and the mutual covenants contained within this AGREEMENT and Contract, the sufficiency off which is hereby acknowledged, the OWNER and the COUNTY COMMISSION do hereby agree as follows:

1. RECITALS. The above recitals and statements are incorporated as part of this AGREEMENT as if fully set forth herein.
2. EXHIBITS AND ATTACHMENTS. Exhibits and/or attachments listed or referenced herein are specifically included as a necessary part of this AGREEMENT and the same shall not be complete without such items, to wit:

Exhibit A. Engineer's itemized Cost Estimate of Construction (certified by the design engineer of all roadways and drainage improvements within the public rights-of-way);

Exhibit B. Maintenance Surety Document in the form (as approved by the COUNTY COMMISSION) and the amount prescribed by the County Engineer as described herein;

Exhibit C. Copy of the Recorded Subdivision Plat;

Exhibit D. Certification of Improvements.

COUNTY COMMISSION and OWNER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this AGREEMENT noting their inclusion and attachment hereto.

3. OWNERSHIP. The OWNER hereby warrants that he is the rightful owner of all necessary rights, title, and interest in the property subject to this AGREEMENT and he has full authority to enter and do all things required by this AGREEMENT.
4. MAINTENANCE PERIOD. The subject maintenance period and term of this AGREEMENT begins upon the date in which all PARTIES fully approve and execute the same and shall extend for a period of twenty-four (24) months therefrom (twenty-four (24) month period).
5. COUNTY ENGINEER SOLE AUTHORITY. The County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine, without limitation, the existence and nature of defects and deficiencies within and right-of-way subject hereto; furthermore, the County Engineer, or his designee shall have the sole and final authority to interpret and/or improvements required within any rights-of-way subject hereto. The interpretations and determinations of the County Engineer, or his designee, hereunder shall be final.
6. SURETY REQUIREMENTS. The OWNER has filed with the COUNTY COMMISSION a document (Exhibit B) in the amount of \$ 251,532.40 made payable to the Baldwin County Commission on behalf of THE VERANDAS, LLC. (name of Principal as shown on surety document). This surety document shall cover the cost of any repair work required by the County Engineer within the subject right(s)-of-way associated to the repair of deficiencies or defects that occur as a result of, without limitation, defective materials and/or faulty workmanship, except for general wear and tear. In any event that said surety document conflicts with this AGREEMENT, and then this AGREEMENT shall prevail.

If at any time during the twenty-four (24) month maintenance period, should the improvements be in need of repairs as determined by County Engineer, the following procedure should be followed:

1. The repairs will be made by the Baldwin County Highway Department or other THE VERANDAS, LLC. as determined by Baldwin County.
2. The OWNER will be sent an itemized invoice of the said repairs and given the opportunity to immediately reimburse the COUNTY COMMISSION for the cost of said repairs.
3. The OWNER does not reimburse the COUNTY COMMISSION for said repairs within 30 days from the date of the invoice or before the end of the 24 month maintenance period (whichever comes first), the PARTIES understand that the COUNTY COMMISSION will be authorized to collect from the Surety.
4. Notwithstanding anything written or implied herein to the contrary, said 24-month period shall be automatically extended in the event that an invoice has been sent to the OWNER and the time of the subject notice conflicts with, or the necessary repairs extend beyond, the final date of the 24-month period. In such event, said surety document shall remain in full effect until the COUNTY COMMISSION or its designee releases same following the respective repairs.
5. Notwithstanding anything herein written or implied, the COUNTY COMMISSION retains all remedies at law to collect for any costs incurred to correct said repairs, and in the event that the County is unable to collect said costs from the Surety, then the OWNER shall be liable for all invoiced costs.
- B. If the County Engineer considers the roadways and drainage improvements in good repair at the end of the twenty-four month maintenance period, then the county Engineer will recommend that the COUNTY COMMISSION release the surety document back to the OWNER.
7. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans agreements, representations, whatsoever, whether express or implied.
8. SEVERABILITY. In the event that any provision of this AGREEMENT shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.
9. NON-ASSIGNABILITY. The PARTIES hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise any interest, rights or obligations provided or contained herein in whole or in part at any time.
10. NON-WAIVER. The waiver of any breach of this AGREEMENT by COUNTY COMMISSION shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Contract. The delay or omission by COUNTY COMMISSION to exercise any right or power provided by this AGREEMENT shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of OWNER. Any breach on the part of OWNER shall be construed a continuing breach, and COUNTY COMMISSION may exercise every right and power under the AGREEMENT at any time during the action or inaction or upon the occurrence of any subsequent breach.

11. TERM AND BINDING EFFECT. This AGREEMENT and Contract will, upon COUNTY COMMISSION approval:

A. continue in effect for a twenty-four (24) month period unless amended, altered, or otherwise changed in writing by all PARTIES hereto, and;

B. be binding upon and shall inure to the benefit of the COUNTY COMMISSION and the OWNER.

12. HOLD HARMLESS. The OWNER shall indemnify, defend and hold COUNTY COMMISSION and its affiliates, employees, agents, and representatives (collectively "COUNTY COMMISSION") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY COMMISSION, as a result of or in the construction and design of the subject roadways and drainage improvements and in relation in any manner related to the acts, negligence or omissions of the OWNER in relation to the maintenance or the care of the subject rights-of-way prior to the execution of this AGREEMENT. This indemnification shall survive the expiration of this AGREEMENT.

13. NO AGENCY CREATED. It is neither the express nor the implied intent of the OWNER or the COUNTY COMMISSION to create an agency relationship pursuant to this AGREEMENT; therefore, the OWNER does not in any manner act on behalf of the COUNTY COMMISSION and the creation of such a relationship is prohibited and void.

14. WARRANTIES AND REPRESENTATIONS. The execution and delivery of this AGREEMENT have been duly authorized by all necessary actions of COUNTY COMMISSION and OWNER.

This AGREEMENT has been duly executed and delivered by, and constitutes the valid and binding obligation of all parties and enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of the various parts to this AGREEMENT shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the PARTIES hereto.

15. GOVERNING LAW. This AGREEMENT shall be deemed to have been made in the State of Alabama. The validity of the same, its construction, interpretation, enforcement and the rights of the PARTIES hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising there under.

16. NOTICE. Any notices to be given under this AGREEMENT by either PARTY, to the other, shall only be effectuated either by personal delivery in writing or by registered or certified mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt. This provision, however, shall not invalidate the date identified on any notice of required repairs issued by County Engineer, and such case, the date of said notice shall govern.

Any notices given hereunder shall be delivered, as specified above, only to the following address of the PARTIES:

OWNER: THE VERANDAS, LLC.
Address: _____

Telephone Number: _____

DEVELOPER: THE VERANDAS, LLC.
Address: _____

Telephone Number: _____

CONTRACTOR: Ammons and Blackmon Construction
Address: 9685 Stagecoach Commercial Park
Spanish Fort, AL. 36527
Telephone Number: 251-626-0656

COUNTY COMMISSION: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

It is the responsibility of each PARTY to promptly notify the other PARTY of any change in the above contact information.

IN WITNESS WHEREOF, the PARTIES, having full authority to do so, have fully executed this AGREEMENT as of the last date of execution below.

- **THIS DOCUMENT IS LEGALLY BINDING, AND LEGAL ADVICE SHOULD BE OBTAINED BEFORE SIGNING.**

(SIGNATURE AND NOTARY PAGES TO FOLLOW)

THE VERANDAS, LLC.

Owner's Name

ALBERT CORTE, III
OWNER-(print) /Title
[Signature] 10-9-18
OWNER (signature) /Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, WANDA LACOSTE, Notary Public in and for said County, in said State,
hereby certify that ALBERT CORTE, III (individual's name), whose name as
OWNER, is
signed to the foregoing instrument, and who is known to me, acknowledged before me on this day
that, being informed of the content of the instrument, and as such officer and with full authority,
executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 9 day of October, 2018.

Wanda LaCoste
NOTARY PUBLIC

THE VERANDAS, LLC.

Developers Company Name

ALBERT CORTE, III /
DEVELOPER-(print) /Title
[Signature] 10-9-18
DEVELOPER (signature) /Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, WANDA LACOSTE, Notary Public in and for said County, in said State,
hereby certify that ALBERT CORTE III (individual's name), whose name as
DEVELOPER, is
signed to the foregoing instrument, and who is known to me, acknowledged before me on this day
that, being informed of the content of the instrument, and as such officer and with full authority,
executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 9 day of October, 2018.

Wanda LaCoste
NOTARY PUBLIC

Ammons & Blackburn Construction LLC
Contractor Company Name
Chad Ammons / Member
CONTRACTOR-(print) /Title
[Signature] / 10/10/18
CONTRACTOR/(signature) /Date

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, Wanda LaCoste, Notary Public in and for said County, in said State, hereby certify that CHAD AMMONS (individual's name), whose name as CONTRACTOR, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 10 day of October, 2018.

Wanda LaCoste
NOTARY PUBLIC

Baldwin County Commission

Baldwin County Commission Chairman /Title

ATTEST:

County Administrator /Date

EXHIBIT "A"
ENGINEER'S ITEMIZED COST ESTIMATE
THE VERANDAS, PHASE TWO

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
GRADING & DRAINAGE					
100	18" RCP, CL 3, RUBBER GASKET JOINTS	992	LF	25.50	25,296.00
101	24" RCP, CL 3, RUBBER GASKET JOINTS	358	LF	33.10	11,849.80
102	30" RCP, CL 3, RUBBER GASKET JOINTS	434	LF	45.00	19,530.00
103	36" RCP, CL 3, RUBBER GASKET JOINTS	1,121	LF	60.00	67,260.00
104	48" RCP, CL 3, RUBBER GASKET JOINTS	335	LF	100.00	33,500.00
105	54" RCP, CL 3, RUBBER GASKET JOINTS	236	LF	127.00	29,972.00
106	28 x 18" RC ARCH PIPE, W/ RAM NEK JOINTS	168	LF	44.00	7,392.00
107	88 x 54" RC ARCH PIPE, W/ RAM NEK JOINTS	54	LF	256.50	13,851.00
108	INLET, TYPE S-1	27	EA	3,059.00	82,593.00
109	INLET, TYPE S-2	6	EA	4,281.00	25,686.00
110	JUNCTION BOX	1	EA	6,406.00	6,406.00
111	SEEDING, FERTILIZING & MULCHING	2.75	AC	2,000.00	5,500.00
112	TOPSOIL	122	CY	12.00	1,464.00
113	SOLID SOD, 16" E.O.P.	1,095	SY	4.50	4,927.50
SUB-TOTAL ROADS & DRAINAGE:					\$ 335,227.30
ROADWAY (WITHIN CITY/COUNTY RIGHT OF WAY)					
200	TYPE "A", 2'-0" CONCRETE VALLEY GUTTER	6,666	LF	13.00	86,658.00
201	TYPE "B" CONCRETE CURB & GUTTER	719	LF	13.00	9,347.00
202	GRANULAR SAND SUBBASE, 18" THICK	10,774	SY	6.00	64,644.00
203	LOWER LAYER SAND CLAY BASE, 4" THICK	10,328	SY	2.25	23,238.00
204	UPPER LAYER SAND CLAY BASE, 4" THICK	8,163	SY	2.75	22,448.25
205	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 220#/SY, 424-A	8,163	SY	9.75	79,589.25
206	CONCRETE SIDEWALK, 5' WIDE, COMMON AREA	1,400	SY	43.50	60,900.00
207	HANDICAP RAMP W/ TACTILE STRIP	28	EA	390.00	10,920.00
SUB-TOTAL ROADWAYS:					\$ 357,744.50
TOTAL:					\$ 692,971.80
BALDWIN COUNTY MAINTENANCE BOND ESTIMATE AT 40%:					\$ 251,532.40

We hereby certify that the estimate is accurate to the best of our knowledge. The estimate total is \$ 251,532.40.

Sincerely,
DEWBERRY/PREBLE-RISH

Jason Estes, P.E.
Project Manager



MAINTENANCE BOND

BOND NUMBER -

KNOWN ALL MEN BY THESE PRESENTS, That we: Ammons & Blackmon Construction, LLC., (Contractor or Owner) as Principal, and Fidelity and Deposit Company of Maryland, (Surety) a corporate of the State of Maryland, as surety, are held and firmly bound unto: **BALDWIN COUNTRY COMMISSION, BALDWIN COUNTY, ALABAMA** in the sum of Two Hundred Fifty One Thousand Five Hundred Thirty Two Dollars and 40/100 (\$251,532.40), lawful money of the United States of America, to be paid to the said:

BALDWIN COUNTRY COMMISSION, BALDWIN COUNTY, ALABAMA its certain attorney or assigns, to which payment well and truly to be made we do bind ourselves, our heirs, executors, administrators, successors and assigns, and everyone of them, jointly and severally, firmly by these presents.

IN TESTIMONY WHEREOF, The said Principal has hereunto set his hand and seal, and said Surety has caused its corporate seal to be hereunto affixed, duty attested by its Attorney-in-Fact this _____ day of _____, 2018.

WHEREAS, The said Principal did enter into a contract entitled Subdivision Roadway Drainage Improvement Acceptance Agreement (the "Agreement") with the said **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA** for The Verandas, Phase Two (Name of Development) and in said Agreement is required to maintain the said work in good condition for a period of two years from the date the Baldwin County Commission votes in the affirmative to accept for maintenance the roadway and drainage improvements made the subject of the Agreement.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall well and truly, at the request of the said Obligee, or its proper representative or representatives, maintain the said work in good condition. The term of the bond extends 24 months beyond the full execution of the Agreement including any necessary extensions during repair periods.

Attest:

Patty Nelson

Lynda Reeves

Lynda Reeves

COUNTERSIGNED:

Contractor or Owner: AMMONS & BLACKMON CONSTRUCTION, LLC

By: [Signature]

Chad Ammons, Member

Surety: Fidelity and Deposit Company of Maryland

By: [Signature]

John T. Thomas, Jr., Attorney In Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John T. THOMAS, JR., Maria A. DAVISON and Christopher T. THOMAS, all of DAPHNE, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of September, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Dawn E. Brown
Assistant Secretary
Dawn E. Brown

David McVicker

Vice President
David McVicker

State of Maryland
County of Baltimore

On this 7th day of September, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

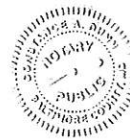


EXHIBIT "D"
CERTIFICATION OF IMPROVEMENTS FOR SUBDIVISIONS

Chairman
Baldwin County Planning & Zoning Commission Post Office
Box 220
Silverhill, Al. 36576

In accordance with the requirements of Section 8.2 of the *Baldwin County Subdivision Regulations*, I hereby certify to the following with respect to


THE VERANDAS, PHASE TWO Subdivision

- 1) all required improvements are complete;
- 2) all improvements are in compliance with the minimum standards specified by the Baldwin County Planning & Zoning Commission and the Baldwin county Commission for their construction;
- 3) I know of no defects from any cause in these improvements, and;
- 4) all improvements are free and clear of any encumbrance or lien.

Jason Estes
Project Engineer Name


Project Engineer Signature

THE VERANDAS, LLC
Subdivider Name


Subdivider Signature

22714
Registration Number

10-8-18
Date

10-9-18
Date



BALDWIN COUNTY
HIGHWAY DEPARTMENT
P.O. Box 220
SILVERHILL, ALABAMA 36576
TELEPHONE: (251) 937-0371
FAX (251) 937-0201

JOEY NUNNALLY, P.E.
COUNTY ENGINEER

October 4, 2018

Joey Nunnally, P.E.
County Engineer

Subject: (S-16053a) The Verandas, Ph 2 – Final Plat

Dear Mr. Nunnally:

The Final Plat of the above referenced development located in the extraterritorial jurisdiction of Fairhope has been reviewed for compliance with the *Baldwin County Subdivision Regulations*. The development meets all requirements of the Baldwin County Subdivision Regulations.

Seth Peterson, P.E.
Permit/Subdivision Manager

Cc: file



Thomas, Harrison & Associates
Insurance Agency, Inc.

Post Office Box 507
Montrose, Alabama 36559

251.621.2180
855.847.2313
FAX 251.621.2189

March 15, 2018

Ammons & Blackmon Construction, LLC.

P.O. Box 7486

Spanish Fort, AL 36577

RE: Baldwin County Commission-Maintenance Bond The Verandas, Phase Two;
(Dewberry Engineers Inc, Engineer.)

We have attached; the undated Maintenance Bond and Power of Attorney for the above referenced project.

We are giving the Baldwin County Commission (Obligee) permission to complete the Bond and Power of Attorney with the date of the Contract.

We will need a copy of the Maintenance Agreement after the County Commission has signed and dated it.

Please contact our office should you have any questions.

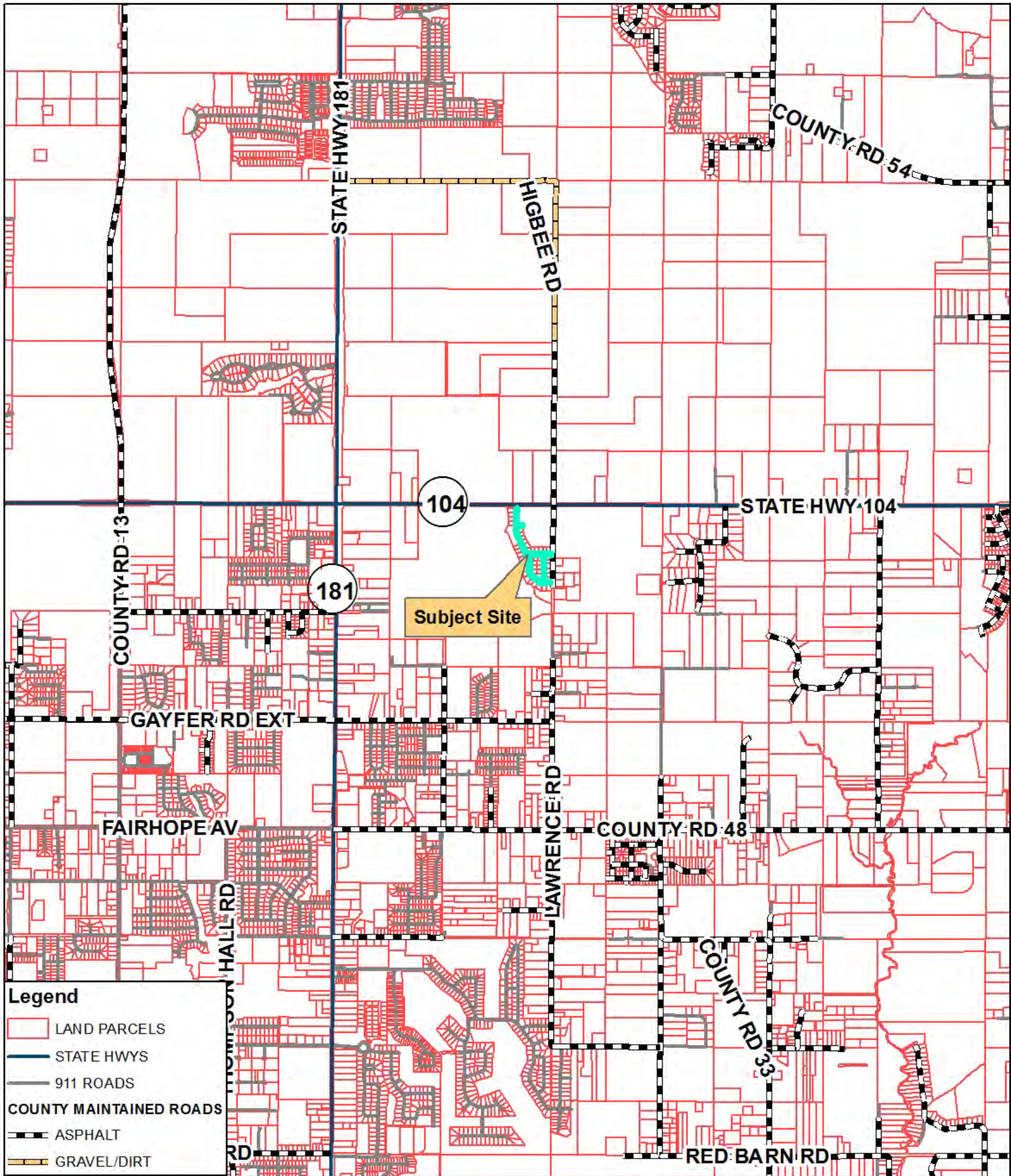
Sincerely,

A handwritten signature in black ink, appearing to read 'Lynda Reeves', is written over the printed name.

Lynda Reeves

Commercial Department

Copy: Fidelity and Deposit Company of Maryland

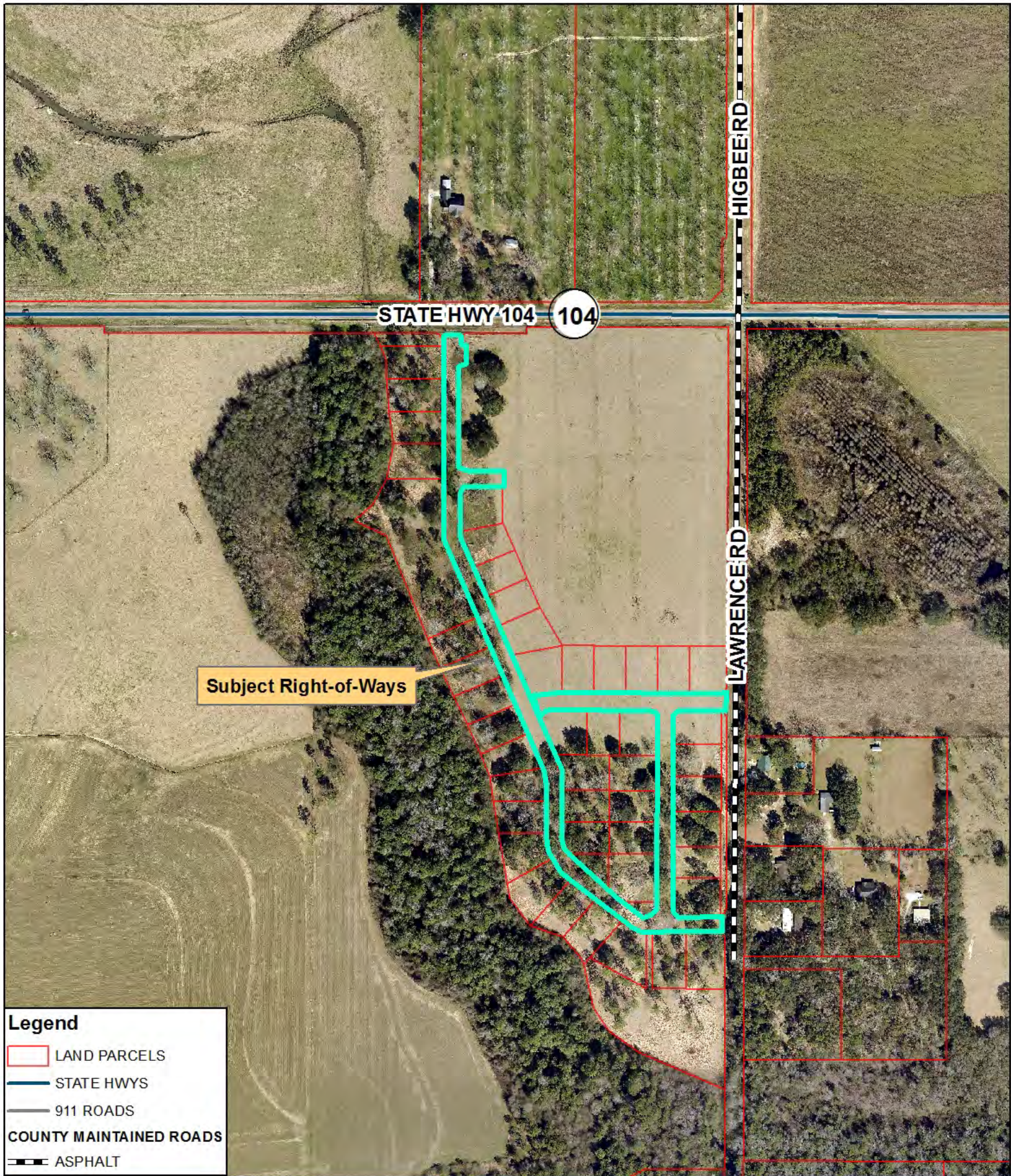


S-16053a The Verandas, Ph 2 Vicinity Map



0 0.3 0.6 0.9 1.2
Miles







Baldwin County Commission

Agenda Action Form

File #: 19-0182, **Version:** 1

Item #: BN2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

BellSouth Telecommunications, LLC d/b/a AT&T Alabama - Easement along Bercant Drive Right-of-Way

STAFF RECOMMENDATION

Approve a 10' easement along Bercant Drive granting BellSouth Telecommunications, LLC, d/b/a AT&T Alabama the right to enter and install its facilities along right-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: BellSouth Telecommunications, LLC, d/b/a AT&T Alabama is requesting an easement along Bercant Drive to install its facilities to provide services to area citizens.

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: 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 Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have easement executed by Chairman and send to Highway Department for delivery.

Contact:
Josh Hurst
P.O. Box 814
North Carrollton, Mississippi 38947

Additional instructions/notes: N/A

STATE OF ALABAMA
COUNTY OF Baldwin

Preparer's Name and Address:

Josh Hurst
P. O. Box 814
North Carrollton, MS 38947
662-515-5258

Grantee's Name and Address:

BellSouth Telecommunications,
LLC, d/b/a AT&T Alabama
3196 Highway 280
Room 102N
Birmingham, AL 35243

NONEXCLUSIVE EASEMENT

For and in consideration of ten and 00/100 dollars (\$ 10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to BELLSOUTH TELECOMMUNICATIONS, LLC, a Georgia limited liability company, its successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an nonexclusive easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in instrument number 830354 as recorded in the office of the Judge of Probate of Baldwin County, Alabama. Said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 42, Township 1 South, Range 2 East, St. Stephens Meridian, Baldwin County, State of Alabama, consisting of a (strip) (parcel) of land 10' wide as indicated and described on the attached exhibit "A", hereof made a part of this document.

The following rights are also granted: the right, but not the obligation, to clear the easement and keep it cleared of all trees and undergrowth; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication, transmission or distribution; the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted easement unto BellSouth Telecommunications, LLC, d/b/a AT&T Alabama its successors, assigns, and allied and associated companies forever and in perpetuity.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing
easement: See attached addendum.

Signed, sealed and delivered in the presence of:

Baldwin County, Alabama, by and through the
Baldwin County Commission
Name of Company/Corporation

Witness
(Print Name) _____

(Address) 312 Courthouse Square, Suite 12
Bay Minette, AL 36507
251-970-4070

By: _____

Title: _____

Attest: _____

State of Alabama, County of _____
I, _____, Notary Public in and for said County in Alabama,
hereby certify that _____
whose name as _____ of the
Baldwin County Commission, a political subdivision of
the State of Alabama, is signed to the foregoing conveyance and who is known to me,
acknowledged before me on this day that, being informed of the contents of the
conveyance, he/she, as such officer and with full authority, executed the same
voluntarily for and as the act of said county commission.

Given under my hand this _____ day of , _____

Notary Public My Commission Expires: _____

(Print Name) _____

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, LLC.

District AL-SO	FRC 845C	Wire Center/NXX Bay Minette	Authority 01120N
Drawing	Area Number 12275	Plat Number	RWID
Approval		Title	

Addendum

As a condition for permission to install its facilities upon Baldwin County right-of-way along Bercant Drive, AT&T agrees to relocate said facilities at AT&T's expense with no obligations imposed upon County financially or otherwise in the event such future relocation is required by County due to upgrading or reconstruction of the road upon which the facilities are located. AT&T further agrees to relocate said facilities within 60 days or as determined by County, if such relocation is required.

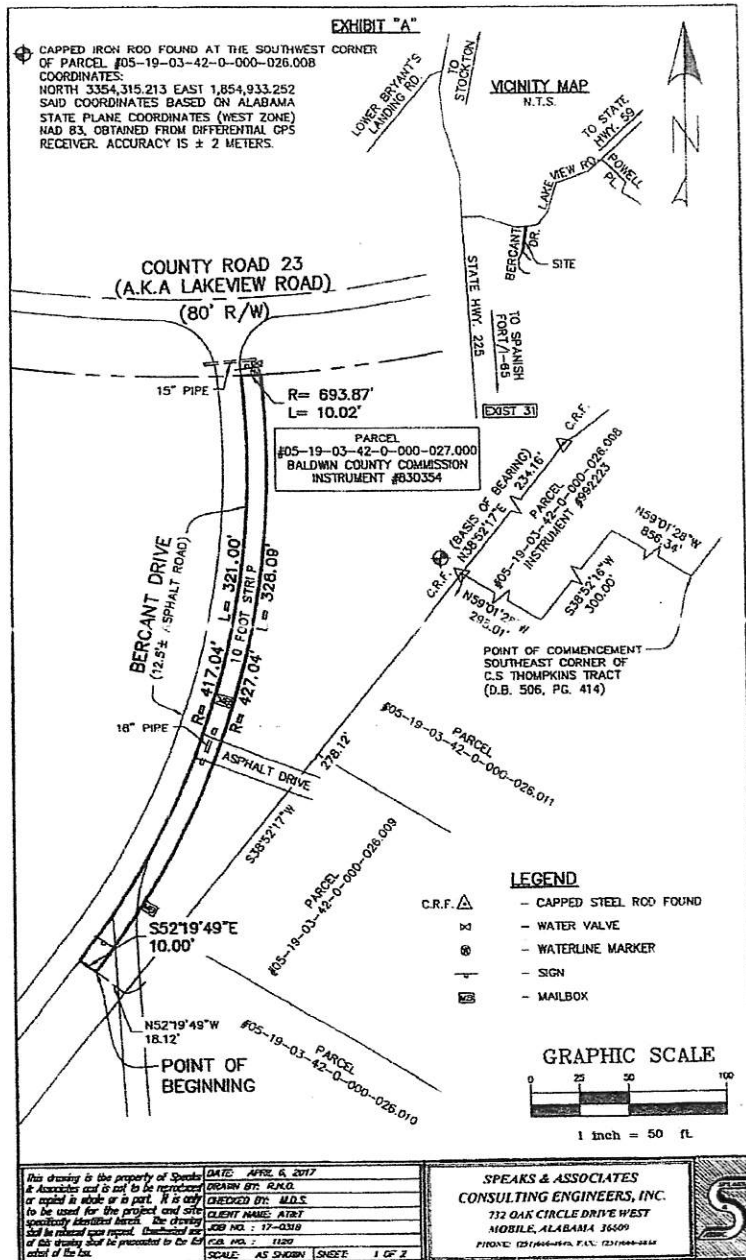


EXHIBIT "A"

STATE OF ALABAMA:
GRANT SECTION 42, T1S, R2E,
COUNTY OF BALDWIN:

COMMENCING AT THE SOUTHEAST CORNER OF PROPERTY NOW OR FORMERLY KNOWN AS C.S. THOMPkins TRACT AS RECORDED IN DEED BOOK 506, PAGE 414 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 59°01'28" WEST 856.34 FEET TO A POINT; THENCE RUN SOUTH 38°52'16" WEST 300.00 FEET TO A POINT; THENCE RUN NORTH 59°01'28" WEST 298.01 FEET TO A POINT; THENCE RUN SOUTH 38°52'17" WEST 278.12 FEET TO A POINT; THENCE RUN NORTH 52°19'49" WEST 18.12 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 427.04 FEET AND ALSO BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN NORTHEASTWARDLY ALONG SAID CURVE AN ARC DISTANCE OF 328.09 FEET (CHORD BEARS NORTH 15°39'36" WEST 320.08 FEET) TO THE POINT OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 693.87 FEET AND SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 23 (A.K.A. LAKEVIEW ROAD); THENCE RUN SOUTHWESTWARDLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 23 (AN 80 FOOT RIGHT-OF-WAY) AN ARC DISTANCE OF 10.02 FEET (CHORD BEARS SOUTH 87°01'18" WEST 10.02 FEET) TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 417.04 FEET; THENCE RUN SOUTHWESTWARDLY ALONG SAID CURVE AN ARC DISTANCE OF 321.00 FEET (CHORD BEARS SOUTH 15°37'11" WEST 313.13 FEET) TO A POINT; THENCE RUN SOUTH 52°19'49" EAST 10.00 FEET TO THE POINT OF BEGINNING; CONTAINS 3.245 SQUARE FEET, 0.07 ACRES.

ACCORDING TO MY SURVEY THIS THE
27TH DAY OF SEPTEMBER, 2017

Michael D. Speaks
ALABAMA REGISTRATION NO. 8127



NOTES:

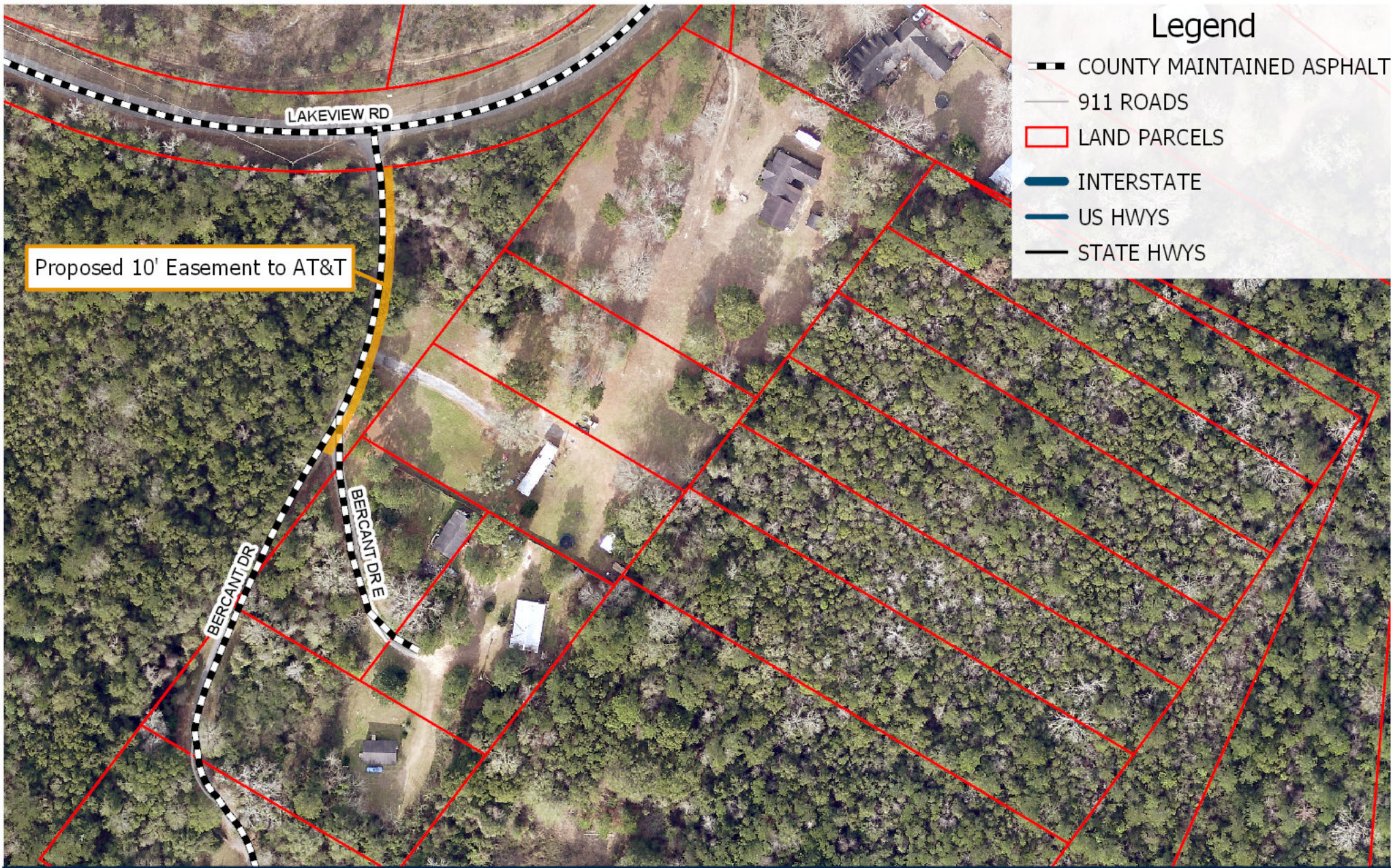
1. THE RELATIVE ERROR OF CLOSURE OF THIS SURVEY AND PLAT IS WITHIN THE ALLOWABLE TOLERANCE FOR SUBURBAN SURVEYS (1' IN 7500') ACCORDING TO THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF LICENSURE OF THE STATE OF ALABAMA.
2. TITLE SEARCH NOT PERFORMED.
3. BEARINGS BASED ON DEED FOR TAX PARCEL #05-19-03-42-0-000-026,008; INSTRUMENT #992223
4. FIELD WORK COMPLETED ON 3/29/2017.
5. NOT VALID UNLESS AN ORIGINAL SEAL AND SIGNATURE APPEARS HEREON.

This drawing is the property of Speaks & Associates and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein. The drawing shall be returned upon request. Unpublished use of this drawing shall be prosecuted to the full extent of the law.

DATE: APRIL 6, 2017
DRAWN BY: R/L/A
CHECKED BY: M.D.S.
CLIENT NAME: AT&T
JOB NO.: 17-0378
F.B.I. NO.: 1120
SCALE: AS SHOWN SHEET: 2 OF 2

SPEAKS & ASSOCIATES
CONSULTING ENGINEERS, INC.
712 OAK CIRCLE DRIVE WEST
MOBILE, ALABAMA 36609
PHONE: (251)444-3444 FAX: (251)444-1444





Bercant Drive

AT&T Easement Request

Baldwin County
Highway Department 2018



Path Z:\RIGHT-OF-WAY SECTION\Misc. Correspondence (By Road Name)\Area 100\A, B\Bercant Drive\AT&T Easement\ATT Easement Map.aprx

00.00 0.01 0.02 0.03 0.04
Miles



Baldwin County Commission

Agenda Action Form

File #: 19-0183, **Version:** 1

Item #: BN3

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Easement Across County Property (Parcel No. 05-19-03-42-0-000-027.000) to Allow Access to Bercant Drive

STAFF RECOMMENDATION

Approve a 30-foot easement across County property (Parcel No. 05-19-03-42-0-000-027.000) to allow Lisa D. James-Perry, Kori James and Kyle Perry access to Bercant Drive.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Ms. Lisa James-Perry is requesting a 30-foot easement across County property (Parcel No. 05-19-03-42-0-000-027.000) to access Bercant Drive.

This item was discussed during the October 18, 2018, Road and Bridge meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: County Attorney is currently reviewing.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration Staff have easement executed by Chairman and send to Highway Department for delivery.

Contact:

Lisa D. James-Perry

4083 Blackwell Ct. W

Semmes, Alabama 36575

Additional instructions/notes: N/A

**THIS INSTRUMENT PREPARED BY:
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567**

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**GRANT OF EASEMENT FOR INGRESS/EGRESS AND
UTILITIES**

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Baldwin County Commission, the county governing body of Baldwin County, Alabama, hereinafter called the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Grantor by Lisa D. James-Perry, Kori James and Kyle Perry, hereinafter called the Grantees, has granted, bargained, sold and conveyed and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantees a non-exclusive easement and right of way over upon and across the following described real property of the Grantor situated in Baldwin County, Alabama, to-wit:

That certain property located in Grant Section 42, Township 1 South, Range 2 East, Baldwin County, Alabama, described as follows: Commencing at the Southeast corner of a tract of land known as the C.S. Thompkins Track described in Deed Book 506 page 414; run North 59° 01' 18" West, 856.34 feet to a point; thence run South 38° 52' 16" West, 300.00 feet to a point; thence continue South 38° 52' 16" West 120 feet to a point; thence run North 59° 00' 00" West, 298 feet to a point; said point being the Southwest Corner of the property currently owned by Mandell Thomas and Carrie Mae Thomas as acquired by deed recorded in Real Property Book 830 page 471 and identified by the Baldwin County Revenue Office as PPIN Number 223125 ; thence run Northeasterly along the west line of said property 15 feet to a point; said point being the centerline of the 30 foot non-exclusive ingress/egress and utility easement being conveyed herein; thence extending Northwesterly 50 feet, more or less, to the Prescriptive East Right of Way line of Bercant Drive, being the terminus of the easement herein described.

The easement, right of way, rights and privileges herein granted shall be used only for purposes of ingress and egress over, across and upon said property, and for placing utilities thereon, provided that such utilities do not interfere with the rights of ingress and egress herein conveyed.

The easement, right of way, rights and privileges granted herein are non-exclusive, and the Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

Grantor's Address:
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, Alabama 36507

Grantee's Address:
4083 Blackwell Ct W
Semmes, Alabama 36575

Together with all and singular the rights, members, privileges, tenements, hereditaments, appurtenances, and improvements thereunto, including the right to construct and maintain a driveway or utility lines for the full use or enjoyment thereof.

TO HAVE AND TO HOLD the same unto said Grantees as set out hereinabove, their heirs, successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed by its duly authorized representative on this the _____ day of _____, 2018.

BALDWIN COUNTY, ALABAMA,
by and through the Baldwin County Commission,
a political subdivision of the State of Alabama

By: _____
Frank Burt, Jr.
Chairman of Baldwin County Commission

Attest

By: _____
Ronald J. Cink
County Administrator of Baldwin County Commission

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that Frank Burt, Jr., whose name as Chairman of the County Commission of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, and Ronald J. Cink, whose name as County Administrator, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision .

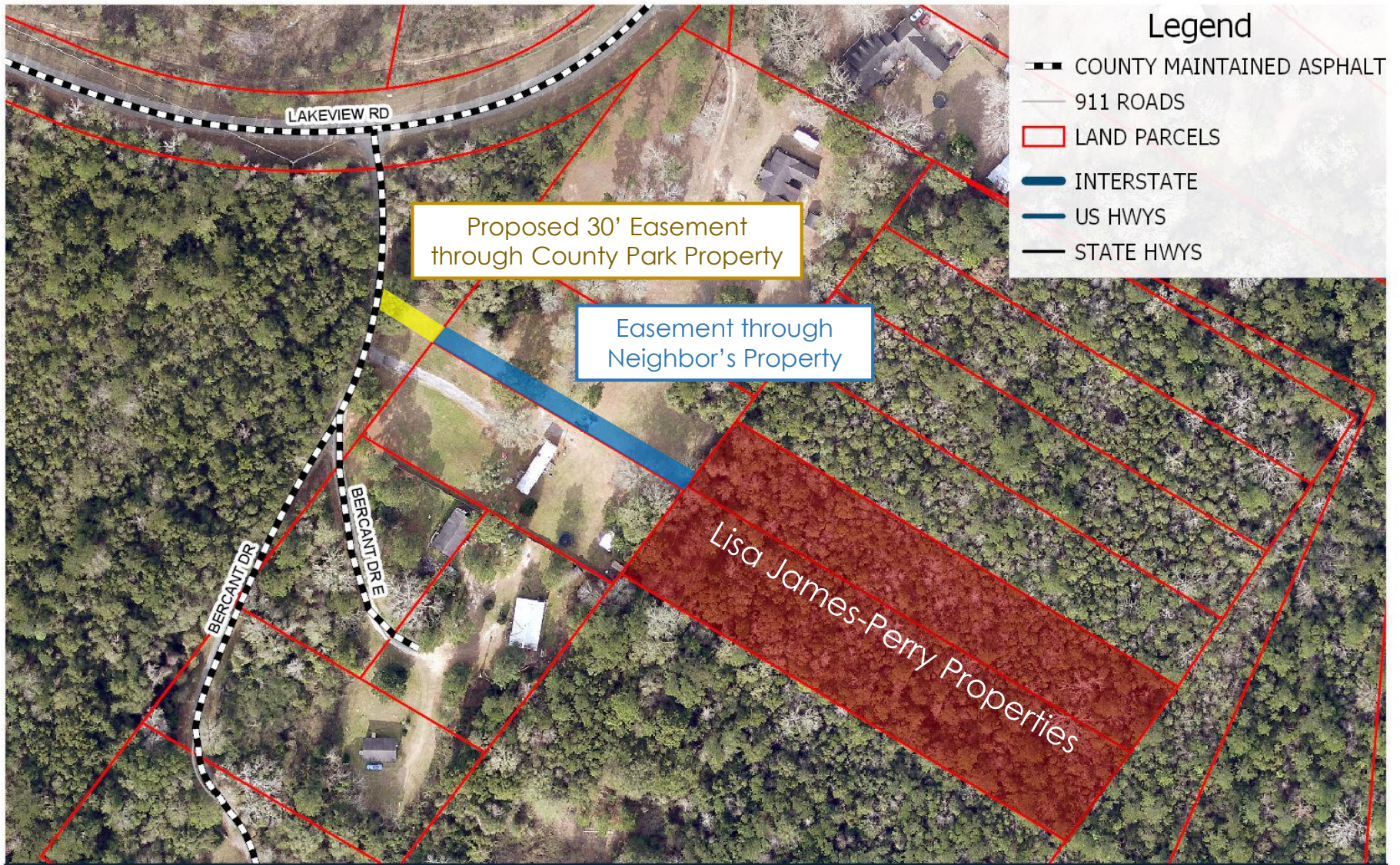
Given under my hand and seal this _____ day of _____, 2018.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

Grantor's Address:
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, Alabama 36507

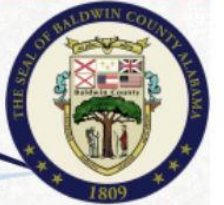
Grantee's Address:
4083 Blackwell Ct W
Semmes, Alabama 36575



Baldwin County
Highway Department 2018

Path Z:\RIGHT-OF-WAY SECTION\Misc. Correspondence (By Road Name)\Area 100\A, B\Bercant Drive\Access Easement\Easement Map.aprx

Bercant Drive
Easement Request from Citizen



**THIS INSTRUMENT PREPARED BY:
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567**

OK
C.P.

STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

**GRANT OF EASEMENT FOR INGRESS/EGRESS AND
UTILITIES**

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Baldwin County Commission, the county governing body of Baldwin County, Alabama, hereinafter called the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Grantor by Lisa D. James-Perry, Kori James and Kyle Perry, hereinafter called the Grantees, has granted, bargained, sold and conveyed and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantees a non-exclusive easement and right of way over, upon and across the following described real property of the Grantor situated in Baldwin County, Alabama, to-wit:

That certain property located in Grant Section 42, Township 1 South, Range 2 East, Baldwin County, Alabama, described as follows: Commencing at the Southeast corner of a tract of land known as the C.S. Thompkins Track described in Deed Book 506 page 414; run North 59° 01' 18" West, 856.34 feet to a point; thence run South 38° 52' 16" West, 300.00 feet to a point; thence continue South 38° 52' 16" West 120 feet to a point; thence run North 59° 00' 00" West, 298 feet to a point; said point being the Southwest Corner of the property currently owned by Mandell Thomas and Carrie Mae Thomas as acquired by deed recorded in Real Property Book 830 page 471 and identified by the Baldwin County Revenue Office as PPIN Number 223125; thence run Northeasterly along the west line of said property 15 feet to a point; said point being the centerline of the 30 foot non-exclusive ingress/egress and utility easement being conveyed herein; thence extending Northwesterly 50 feet, more or less, to the Prescriptive East Right of Way line of Bercant Drive, being the terminus of the easement herein described.

The easement, right of way, rights and privileges herein granted shall be used only for purposes of ingress and egress over, across and upon said property, and for placing utilities thereon, provided that such utilities do not interfere with the rights of ingress and egress herein conveyed.

The easement, right of way, rights and privileges granted herein are non-exclusive, and the Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

The Grantor reserves the right to terminate, revoke, or require the relocation of this easement, if deemed necessary by the Grantor, as long as an alternate easement or right-of-way is available to provide access and/or utilities to the Grantee's property. In the event that any improvements and/or utilities are required to be relocated, Grantee shall be responsible for all costs related to the relocation of the same.

Grantor's Address:
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, Alabama 36507

Grantee's Address:
4083 Blackwell Ct W
Semmes, Alabama 36575

Together with all and singular the rights, members, privileges, tenements, hereditaments, appurtenances, and improvements thereunto, including the right to construct and maintain a driveway or utility lines for the full use or enjoyment thereof.

TO HAVE AND TO HOLD the same unto said Grantees as set out hereinabove, their heirs, successors and assigns, forever.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on this the _____ day of _____, 2018.

GRANTOR:

BALDWIN COUNTY, ALABAMA,
by and through the Baldwin County Commission,
a political subdivision of the State of Alabama

By: _____
Frank Burt, Jr.
Chairman of Baldwin County Commission

Attest

By: _____
Ronald J. Cink
County Administrator of Baldwin County Commission

GRANTEES:

Lisa D. James-Perry (Grantee)

Kori James (Grantee)

Kyle Perry (Grantee)

Grantor's Address:
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, Alabama 36507

Grantee's Address:
4083 Blackwell Ct W
Semmes, Alabama 36575

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that Frank Burt, Jr., whose name as Chairman of the County Commission of Baldwin County, Alabama, a political subdivision of the State of Alabama, and Ronald J. Cink, whose name as County Administrator, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision .

Given under my hand and seal this _____ day of _____, 2018.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that Lisa D. James-Perry, whose name as Grantee 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 this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2018.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

Grantor's Address:
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, Alabama 36507

Grantee's Address:
4083 Blackwell Ct W
Semmes, Alabama 36575

STATE OF ALABAMA

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that Kori James, whose name as Grantee 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2018.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that Kyle James, whose name as Grantee 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2018.

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

Grantor's Address:
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, Alabama 36507

Grantee's Address:
4083 Blackwell Ct W
Semmes, Alabama 36575



Baldwin County Commission

Agenda Action Form

File #: 19-0146, **Version:** 1

Item #: BN4

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Mary Booth, Design Tech II

ITEM TITLE

Fiscal Year 2019 Resurfacing Projects - Request for Permission to Advertise Group 2

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Purchasing Director to place a competitive bid for Fiscal Year 2019 Resurfacing Projects, Group 2, as the design plans are completed; and
- 2) Authorize the Chairman to execute any project related documents.

Fiscal Year 2019 Resurfacing Projects, Group 2

Project Number, Project Description and Budget Amount

0204119 - County Road 24 from Greeno Road to Tew Lane - \$74,096
0204619 - Ponder Road from Confederate Rest Road to End - \$23,637
0204719 - Confederate Rest Road from Scenic 98 to Pine Grove Drive - \$16,393
0204819 - Kirkman Lane from Young Street to Fairhope City Limits - \$22,503
0204919 - Kirkman Lane N from Kirkman Lane to End - \$4,098
0207019 - North Winding Brook Drive from Main St. to Bay Shore Drive - \$27,809
0207219 - McIntyre Street from Main Street to EOM - \$10,245
0207319 - Gabel Street from Main Street to US Highway 98 - \$27,077
0207419 - Sibley Street from Main Street to Cul-de-Sac - \$7,318
0207519 - Taylor Street from Main Street to EOM - \$11,855
0207619 - 3rd Street from Gabel Street South 0.57 miles to EOM - \$38,786
0207719 - 4th Street from Dale Drive South to US Highway 98 - \$30,736
0208109 - Allen Road from 4th Street to Ramsey Road - \$8,782
0208119 - Ramsey Road from 4th Street to Dale Drive - \$31,468
0208219 - High Ridge Road from Parker Road to EOM - \$16,100
0208319 - Graham Street from 3rd Street to US Highway 98 - \$8,782
0208419 - Sea Cliff Drive from Main Street to Fairhope City Limits - \$18,295
0208519 - Dyer Road from US Highway 98 to Rolling Oaks Drive - \$36,590
0207919 - Dale Drive from US Highway 98 to EOM - \$22,686

0205019 - New Era Road from Kirkman Lane to End - \$20,240
0205119 - Assunta Court from US Highway 98 to End - \$4,600
0205219 - Cipriano Court from US Highway 98 to End - \$4,600
0203519 - County Road 64 from Fish River Bridge to State Route 59 - \$381,318
0203619 - County Road 49 from County Road 54 to Timber Ridge Drive - \$282,478
0204219 - Brewer Road from US 90 to County Road 87 - \$57,813
0203719 - County Road 62 S from US 90 to Glass and Spivey Road - \$180,757
0204319 - Glass and Spivey Road from County Road 62 S to Murphy Lane - \$58,398
0203819 - County Road 48 from County Road 71 to Baldwin Beach Express - \$235,449
0204419 - County Road 71 from County Road 48S to County Road 36 - \$113,266
0203919 - Fackler Road from County 49 West 0.25 miles - \$17,380
0204519 - County Road 52 from County Road 55 to Hauge Street - \$145,425
0204019 - County Road 49 from State Route 104 to County Road 54 - \$112,515

BACKGROUND INFORMATION

Previous Commission action/date: September 18, 2018 - The Commission adopted Resolution No. 2018-118 Budget.

Background: The Highway Department is requesting permission to place a competitive bid for Fiscal Year 2019 Resurfacing Projects, Group 2. The Design Project Manager will forward the advertisement to the Purchasing Director to place a competitive bid as specifications and design plans are completed.

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

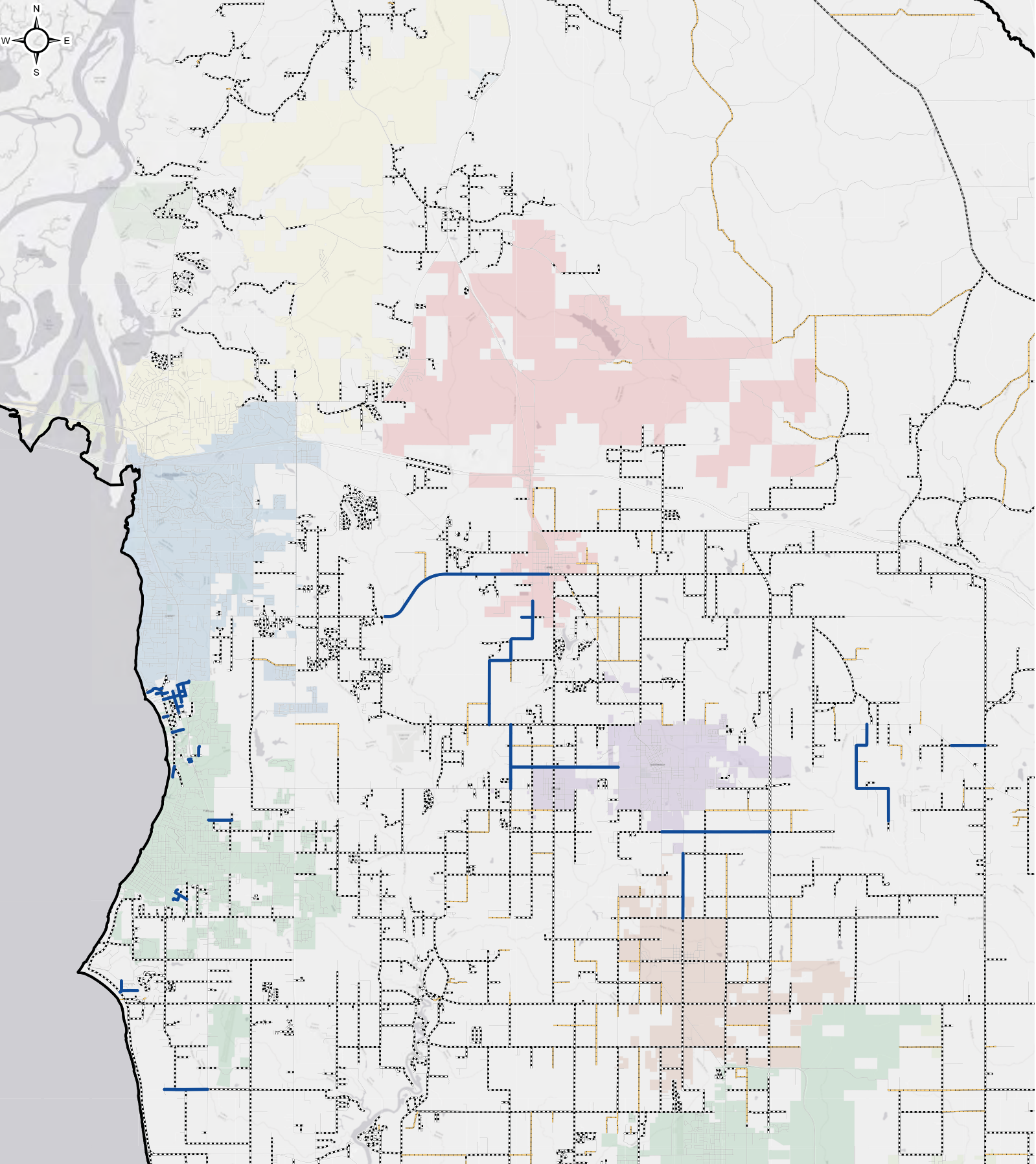
For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Wanda Gautney and Mary Booth

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

Wanda Gautney, Purchasing Director, will advertise project as design plans are completed. Highway Department Staff, Mary Booth, will submit advertisement to Purchasing Director as design plans are completed.

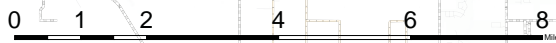
Additional instructions/notes: N/A



FY 19 Resurfacing Map

Group 2 Resurfacing

Baldwin County
Highway Department 2018





Baldwin County Commission

Agenda Action Form

File #: 19-0140, **Version:** 1

Item #: BN5

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Subdivision/Permit Manager

Mike Campbell, Engineering Tech I

Submitted by: Laurie Rumbaugh, Office Administrator

ITEM TITLE

License Agreement No. 18026 - Unopened Right-of-Way on Ponce De Leon Court

STAFF RECOMMENDATION

Approve License Agreement No. 18026 permitting Edmon Motes with Evan Alann Homes to construct a gravel driveway 100' x 10' to access the applicant's property. The driveway will be maintained by the Licensee for the portion of right-of-way that is not County maintained.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Edmon Motes with Evan Alann Homes would like to construct a gravel driveway 100' x 10' to access his property. The Licensee will have the right-of-way surveyed and staked and erosion control installed prior to performing the work. Licensee will be responsible for obtaining appropriate wetlands and Fish and Wildlife permits. This agreement is only valid for accessing the property for a single-family residence. Any further development shall not be allowed until a new agreement is obtained.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

No

Reviewed/approved by: N/A

Additional comments: Standard form used as previously approved by County Attorney.

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 will have license agreement executed by the Chairman and the original forwarded to the County Engineer. Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed.

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

Additional instructions/notes: N/A

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama, ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507 and **Evan Alann Homes (Edmon Motes)** ("Licensee"), with an address at **P.O. Box 54 Foley, Alabama 36536**

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as **Right-Of -Way off of Ponce De Leon Court** and more particularly as shown on **Vicinity and Site Maps** 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: **Constructing a gravel driveway 100' x 10' to access the applicant's property. The Licensee shall have the right of way surveyed/staked prior to performing work. The driveway will be maintained by the Licensee for the portion of right of way that is not County maintained. Licensee will be responsible for obtaining appropriate Fish and Wildlife permits. This agreement is only valid for accessing the property for a single-family residence. Any further development shall not be allowed until a new agreement is obtained.** 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, **Evan Alann Homes (Edmon Motes)** a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to **construct a gravel driveway.** 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: **See Vicinity and Site Maps – Right-Of -Way off of Ponce De Leon Court.** 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 this Agreement shall commence on the date of full execution of this Agreement, and the installation work and improvements shall be completed by 11:59 p.m. on **July 31, 2019,** according to the terms of this Agreement. **The applicant will assume all maintenance responsibility until this Agreement is terminated, the improvements are removed or the property is restored to its original condition.**
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, licensees 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:

Edmon Motes

/Date

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Edmon Motes, 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:

ATTEST:

BALDWIN COUNTY, ALABAMA

Ronald J. Cink /Date
County Administrator

Frank Burt, Jr. /Date
Chairman

State of Alabama)
County of Baldwin)

I, _____, 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 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____.

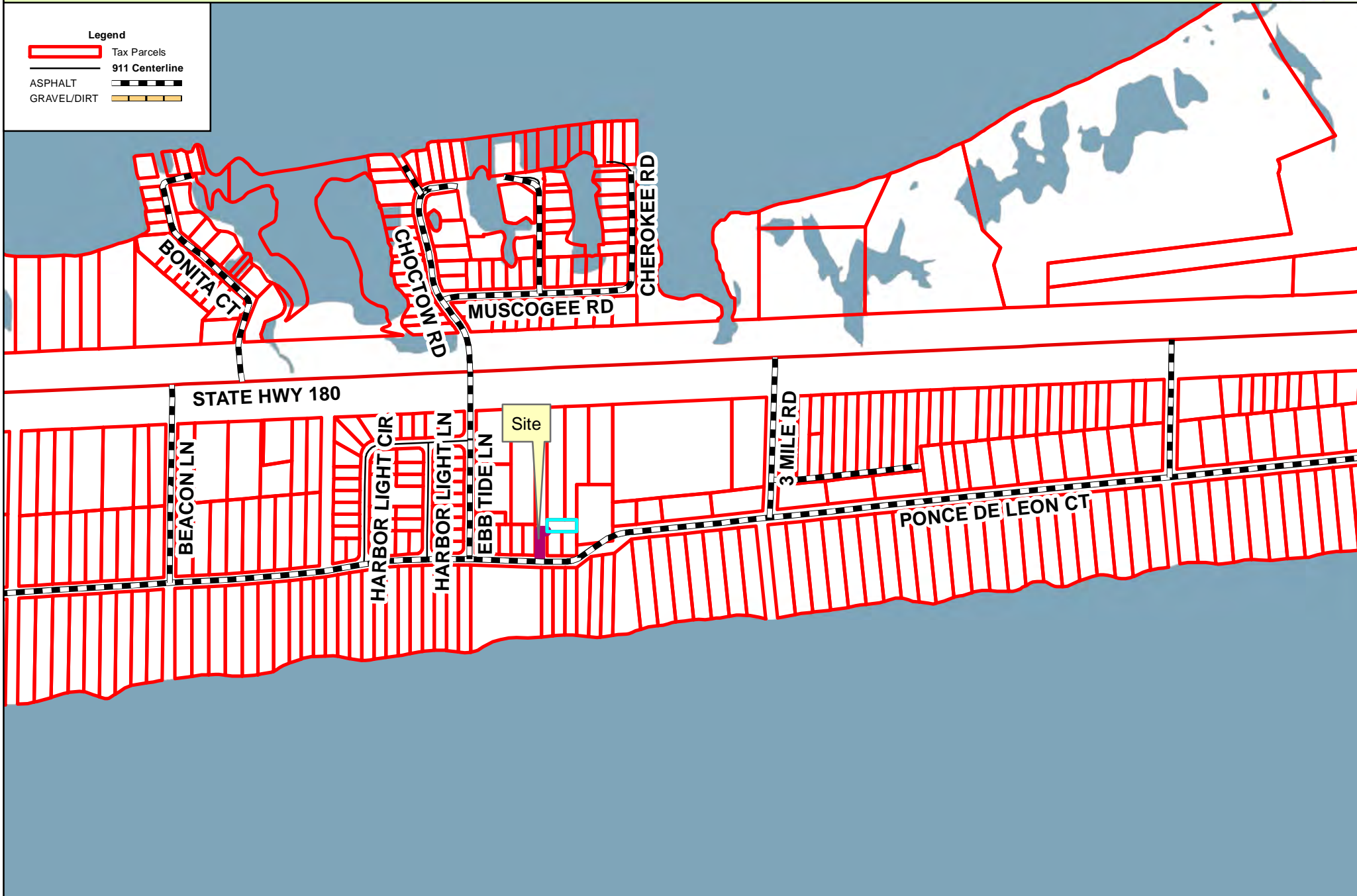
Notary Public
My Commission Expires:_____

License Agreement # 18026 Evan Alann Homes (Edmon Motes)

Vicinity Map

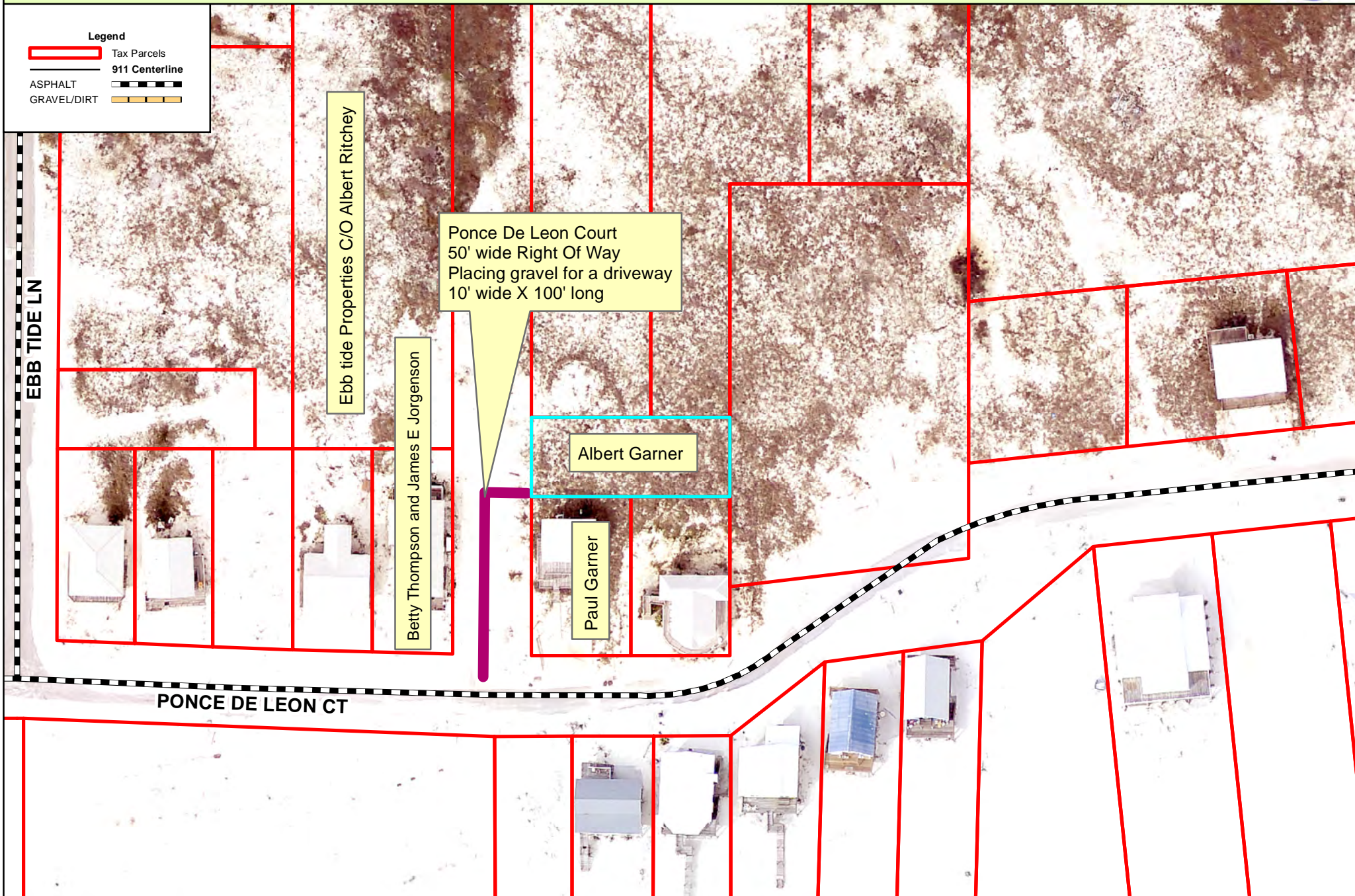


- Legend**
- Tax Parcels
 - 911 Centerline
 - ASPHALT
 - GRAVEL/DIRT



License Agreement # 18026 Evan Alann Homes (Edmon Motes)

Site Map





Baldwin County Commission

Agenda Action Form

File #: 19-0144, **Version:** 1

Item #: BN6

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Subdivision/Permit Manager

Mike Campbell, Engineering Tech I

Submitted by: Laurie Rumbaugh, Office Administrator

ITEM TITLE

License Agreement No. 18025 - Unopened Right-of-Way on Pleasant View Lane

STAFF RECOMMENDATION

Approve License Agreement No. 18025 permitting Randy Boggs to clear 100' x 20' of underbrush and a few small trees less than 6" in diameter and to construct a gravel driveway to access his property. The driveway will be maintained by the licensee for the portion of right-of-way that is not County maintained.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Mr. Boggs would like to clear approximately 100' x 20' of underbrush and a few small trees less than 6" in diameter and construct a driveway to access his property. The Licensee will have the right-of-way surveyed and staked and erosion control installed prior to performing the work. Licensee will be responsible for obtaining appropriate wetlands permits. This agreement is only valid for accessing the property for a single-family residence. Any further development shall not be allowed until a new agreement is obtained.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

No

Reviewed/approved by: N/A

Additional comments: Standard form used as previously approved by County Attorney.

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 will have license agreement executed by the Chairman and the original forwarded to the County Engineer. Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed.

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

Additional instructions/notes: N/A

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama, ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507 and **Randy Boggs** ("Licensee"), with an address at **P.O. Box 1735 Orange Beach, Alabama 36561.**

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as **Pleasant View Lane Right-of-Way** and more particularly as shown on **Vicinity and Site Maps** 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: **Clearing approximately 100' x 20' of underbrush and a few small trees less than 6" in diameter and constructing a gravel driveway to access the applicant's property. The Licensee shall have the right of way surveyed/staked and erosion control installed prior to performing work. The driveway will be maintained by the Licensee for the portion of right-of-way that is not County maintained. This agreement is only valid for accessing the property for a single-family residence. Any further development shall not be allowed until a new agreement is obtained.** 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, **Randy Boggs**, a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to **clear underbrush and a few small trees and construct a gravel driveway.** 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: **See Vicinity and Site Maps -Pleasant View Lane Right-of-Way.** 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 this Agreement shall commence on the date of full execution of this Agreement, and the installation work and improvements shall be completed by 11:59 p.m. on **July 30, 2019**, according to the terms of this Agreement. **The applicant will assume all maintenance responsibility until this Agreement is terminated, the improvements are removed or the property is restored to its original condition.**
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, licensees 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:

Randy Boggs

/Date

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Randy Boggs 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:

ATTEST:

BALDWIN COUNTY, ALABAMA

Ronald J. Cink /Date
County Administrator

Frank Burt, Jr. /Date
Chairman

State of Alabama)
County of Baldwin)

I, _____, 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 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:_____



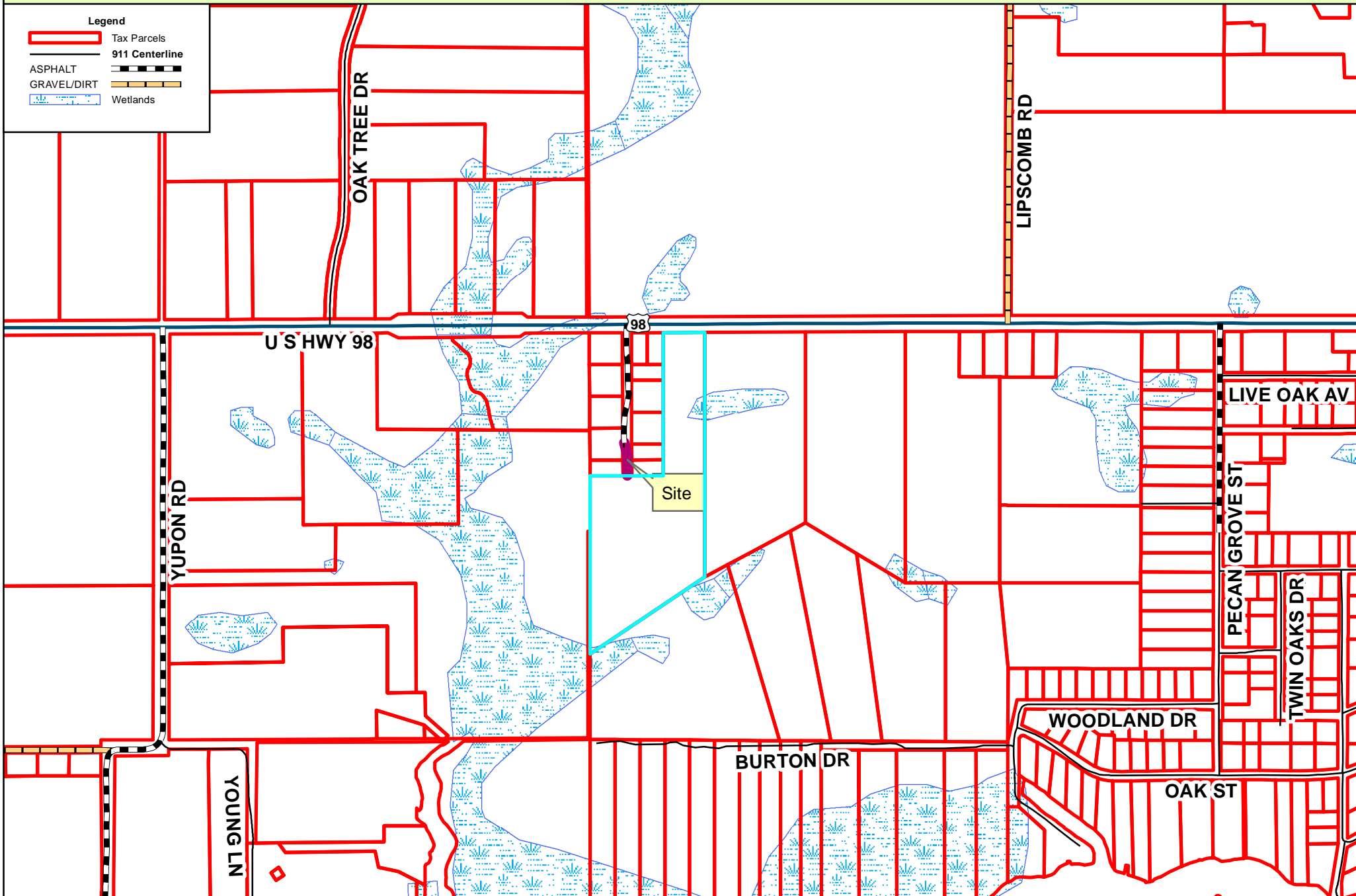
License Agreement #18025 Randy Boggs

Vicinity Map



Legend

- Tax Parcels
- 911 Centerline
- ASPHALT
- GRAVEL/DIRT
- Wetlands





License Agreement # 18025 Randy Boggs

Site Map



Legend

- Tax Parcels
- 911 Centerline
- ASPHALT
- GRAVEL/DIRT





Baldwin County Commission

Agenda Action Form

File #: 19-0145, **Version:** 1

Item #: BN7

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Mary Booth, Design Tech II

ITEM TITLE

Stream-gaging Station on County Road 32 over Fish River - Disbursement Justification Form

STAFF RECOMMENDATION

Take the following action(s):

1. Authorize the Chairman to execute a Disbursement Justification Form for the installation, operation and maintenance of a stream-gaging station on County Road 32 over Fish River; and
2. Authorize the Chairman to execute any other project related documents.

BACKGROUND INFORMATION

Previous Commission action/date:

December 19, 2017 - The Commission authorized submitting a grant application for Bucket 3 Approved Projects.

Background:

A stream-gaging station was submitted to the RESTORE Portal on or about September 4, 2015. Baldwin County submitted the RESTORE Act Bucket 3 RFE Evaluation Packet for a new stream-gaging station on County Road 32 over Fish River on January 5, 2018. During the evaluation process, it was determined this project would qualify for GOMESA funding. The construction and operational costs for this project in the amount of \$87,250.00 will be covered under this funding authorization for two (2) years. Thereafter, the estimated annual operational and maintenance costs for the County will be \$23,600.00.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration have the Chairman sign the Disbursement Justification Form

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Commission Administration forward the signed Disbursement Justification Form to Highway Department, attention Mary Booth for further execution.

Additional instructions/notes: N/A

State of Alabama

Gulf of Mexico Energy Security Act of 2006

Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

1. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
2. Mitigation of damage to fish, wildlife, or natural resources;
3. Implementation of a federally-approved marine, coastal, or comprehensive conservation management plan;
4. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects;
5. Planning assistance and the administrative costs of complying with this section.

Proposed Project Description:

The proposed project requests funding for the installation, operation, and maintenance of a stream-gaging station at Fish River on Baldwin County Road 32. The stream-gaging station will aid in forecasting floods, as well as flood alerts. The program budget is \$87,250.00 which includes the installation and operation for 2 years. The Baldwin County Commission will provide funding to the U.S. Geological Survey (USGS) to install two-dimensional, side-looking Acoustic Doppler Velocity Meter (ADVM). This funding will also support the calibration and 2-year operation of the stream gage. The USGS will monitor and record continuous river stage and velocity at predetermined intervals, document manual discharge measurements, and compute mean velocity.

Through prior working agreements, the USGS and the Baldwin County Commission will manage the construction, installation, and operation of a continuous-record stream-gaging station on Fish River that will monitor both river stage and streamflow. Data will be recorded and logged at 15-minute intervals and transmitted via GOES (Geostationary Operational Environmental Satellite) every hour. The data will be displayed on the USGS web site at <http://al.water.usgs.gov/data> and updated hourly. This data is publicly available for use by planners, businesses, emergency managers, science research programs, educational programs, and the general public. The new data will be coordinated with information from existing stream-gaging stations on Magnolia River and Styx River, and a rain gauge at Fish River near Silverhill, AL.

Without this station, flood conditions on Fish River are more difficult to track. Without the data to predict the time and magnitude of floods, local officials cannot take the planning steps necessary to accommodate the stormwater generated from those major flood events.

The project must comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments.

Project Duration:

This project is expected to last 27 months (i.e., 3 months to procure and install + 24 months of calibration, operation, and maintenance).

Start Date: January 1, 2019

End Date: March 31, 2021

Proposed Budget:

New Stream-Gaging Stations on Fish River at Baldwin County Road 32	Cost
Construction/Installation Costs	\$ 33,250.00
Calibration and Operation (Year 1)	\$ 30,400.00
Calibration and Operation (Year 2)	\$ 23,600.00
TOTAL:	\$ 87,250.00

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use; projects and activities for the purpose of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses.

Submitted by:

Name (typed): Frank Burt, Jr.

Signature: _____

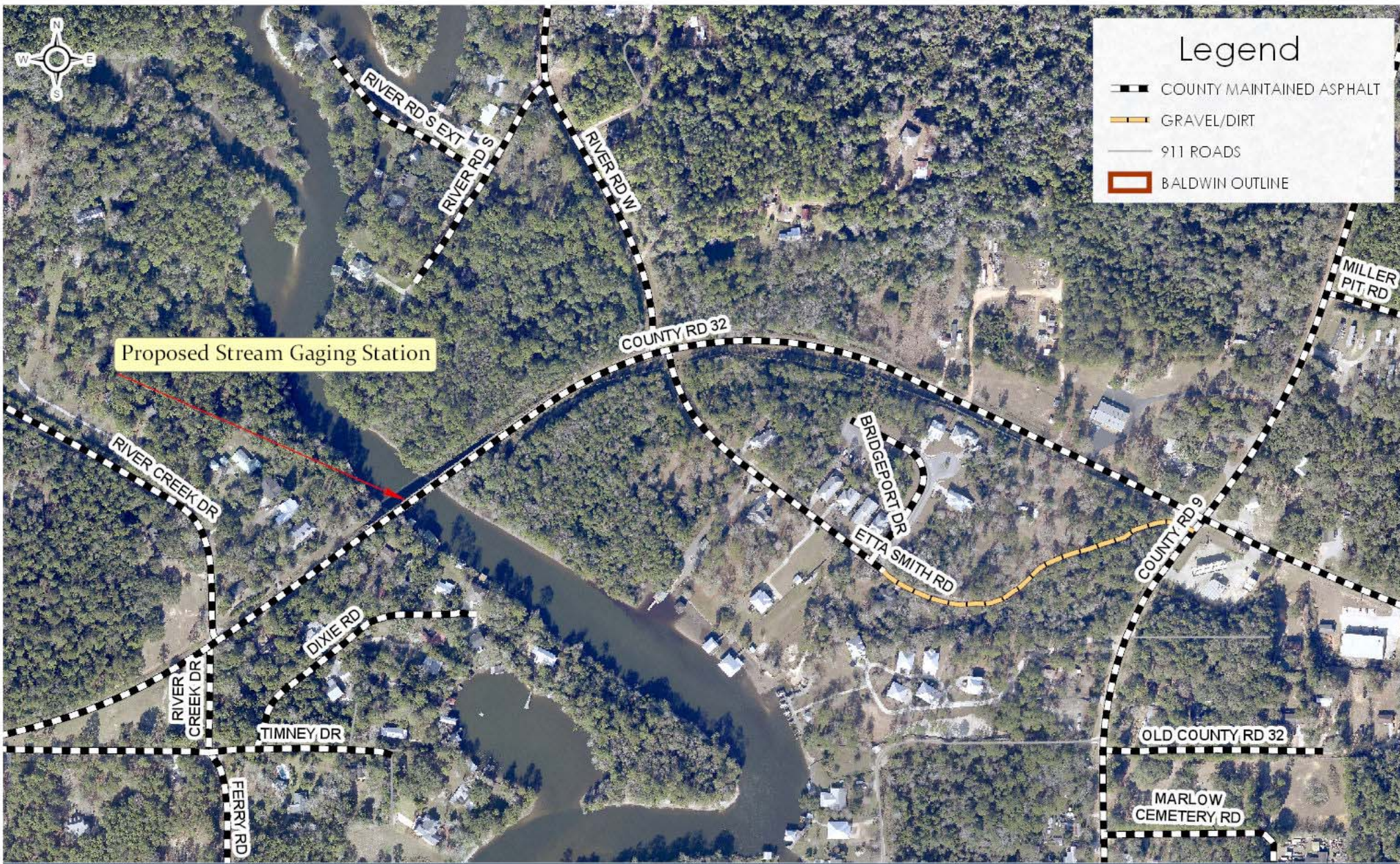
Commissioner,
Baldwin County Commission

Approved:

Name (typed): Christopher M. Blankenship

Signature: _____

Commissioner,
Alabama Department of Conservation
and Natural Resource



County Road 32 Stream-Gaging Station

Baldwin County
Highway Department 2018





Baldwin County Commission

Agenda Action Form

File #: 19-0162, **Version:** 2

Item #: BN8

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: Replacement

From: Joey Nunnally, P.E., County Engineer

Submitted by: Mary Booth, Design Tech II

ITEM TITLE

*Sunrise Property Owners' Association - Construction Agreement for Drainage Improvements in and Around Sunrise Subdivision

STAFF RECOMMENDATION

Take the following actions:

1) Authorize the Chairman to execute a Construction Agreement with Sunrise Property Owners' Association contingent upon their corporation being qualified to do business in the State of Alabama; and

2) Authorize the Chairman to sign any other project related documents.

(The terms of this agreement shall commence upon full execution of the agreement and shall remain in effect for ten (10) years from date of full execution.)

BACKGROUND INFORMATION

Previous Commission action/date: June 6, 2017 - The Commission approved the Chairman sending a letter to the United States Navy requesting an easement to construct a detention pond near Sunrise Subdivision to address flooding conditions in the area.

Background:

Per the County Attorney, the Staff Recommendation was changed to include that the Agreement is contingent upon Sunrise Property Owners' Association being qualified to do business in the State of Alabama.

During the August 28, 2018, work session the Commission discussed the draft easement to construct a detention pond near Sunrise Subdivision and requested a construction agreement with the Sunrise Property Owners' Association. The construction agreement has been reviewed by Legal, has been reviewed and executed by the Sunrise Property Owners' Association, and was discussed during the

October 18, 2018, Road & Bridge Meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: County Attorney has reviewed the agreement.

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff have the Chairman execute the Construction Agreement.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff forward a copy of the fully executed construction agreement to the address listed below and forward a copy of the fully executed construction agreement to Matthew Brown.

Contact:
Sunrise Property Owners Association, Inc.
c/o Mr. Brian Utterback, President
PO Box 424
Elberta, Alabama 36530

Additional instructions/notes: N/A

**CONSTRUCTION AGREEMENT
FOR DRAINAGE IMPROVEMENTS IN AND AROUND THE SUNRISE
SUBDIVISION BETWEEN SUNRISE PROPERTY OWNERS'
ASSOCIATION, INC., AND THE BALDWIN COUNTY COMMISSION**

This Development Agreement (hereinafter "Agreement") is made and entered into by and between Sunrise Property Owners' Association, Inc. (hereinafter "Association"), and the Baldwin County Commission (hereinafter "County"), as follows:

RECITALS

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and Association is an Alabama non-profit corporation; and

Whereas, the United States Navy (hereinafter "Navy") purchased property in and around the Sunrise Subdivision property for military use related to the expansion and operation of Navy Outlying Landing Field Barin; and

Whereas, the residents of Sunrise Subdivision and surrounding properties have experienced continued stormwater drainage issues following major rain events; and

Whereas, the County has undertaken an effort to collaborate with the Navy, the Alabama Department of Transportation (hereinafter "ALDOT"), the City of Foley, and the Association to attempt to reduce future stormwater problems for the local residents and business owners; and

Whereas, reducing future stormwater impacts will require improvements to certain public infrastructure and certain private infrastructure owned and maintained by the Association; and

Whereas, it is in the public interest for the County and the Association to cooperate toward the proposed public and private infrastructure improvements; and

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

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to establish the responsibilities of each party regarding the design, construction, management, and continuing maintenance of improvements to public and private infrastructure related to the infrastructure improvements highlight in Exhibit A.
3. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of, or in relation to, this Agreement. Each party shall remain solely responsible

for the construction, repair and maintenance of the drainage improvements located on their respective properties.

4. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
5. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
6. **Term:** The term of this Agreement shall be for ten (10) years from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original contract has been approved by the Parties.
7. **Services to be Performed by County:**
 - A. Baldwin County will provide employee time and services to acquire all right-of-way necessary to complete the County portion of the project, including the proposed pond easement from the Navy.
 - B. Baldwin County will design, at County's own expense, a drainage system that will include the following components:
 1. a detention pond on Navy property that percolates in 48 hours or less;
 2. an outlet structure that provides for the controlled release of stormwater from the proposed County pond into the County's proposed ditch, and then into the Association's ditch and pond;
 3. an outlet structure that provides for the controlled release of stormwater from the Association pond to a downstream drainage system; and
 4. a downstream drainage system that ultimately terminates at Sandy Creek.
 - C. Baldwin County will provide to Association an engineered plan set of the outlet structure from paragraph (7)(B)(3) above.
 - D. Baldwin County will oversee any required utility relocation for the proposed improvements.
 - E. Baldwin County will construct, with County forces or otherwise, components 1, 2, and 4 of the drainage system described in paragraph (7)(B)(1), (2), and (4) above.
 - F. Baldwin County will maintain components 1, 2, and 4 of the drainage improvements, which include the newly constructed County pond, the outlet structure of the County pond, the County ditch between the County pond outlet structure and the Association ditch, and the downstream drainage system between the Association pond outlet structure and Sandy Creek.

8. Services to be Performed by Association:

- A. The Association will construct, at Association's expense and with the services of a licensed and insured contractor, the outlet structure designed pursuant to paragraph (7)(B)(3) above in accordance with the engineered plan set provided by the County.
- B. The Association will clean, at Association's expense and with the services of a licensed and insured contractor, the Association's retention pond, culverts, and ditch to the originally constructed and designed condition.
- C. The Association will maintain component 3 of the drainage improvements which includes the Association ditch, Association culverts, Association pond, and Association pond outlet structure.

9. **Termination and Notice:** Notwithstanding the foregoing, the County may terminate this Agreement, with or without cause, upon written notice to the Association. The said termination notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the Association. In the event of termination for breach by the Association, the Association shall be responsible for all costs incurred by the County, for work specified herein, including any contractual obligations incurred by County in reliance upon this Agreement through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To Association:
Sunrise Property Owners' Association, Inc.
c/o Mr. Bryan Utterback, President
PO Box 424
Elberta, Alabama 36530

To County:
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

10. Indemnity and Disclaimer of Warranties:

Association agrees to accept the improvements, work, property, product, and services of County as result of the Projects set forth herein in their "WHERE IS", "AS IS", conditions and acknowledges that the County has made no representations or warranties to Association as to, and has no obligation to the Association for the condition of, the designs, improvements, work, property, product, or services of the County. Association agrees that the County shall not be liable for any injury, loss or damage on account of any defects, problems or claims. Association for itself and Association's Representatives waive and release the County from any claims for injury to persons or damage to the real or personal property by reason of the condition of the designs, improvements, work,

property, product, and services of the County or otherwise. From the Effective Date of this Agreement, the Association shall defend, indemnify, and hold County and its Commissioners, officers, directors, employees, representatives and agents harmless from and against all demands, actions, and claims of any description whatsoever for property damage, personal injury (including death), actions in trespass, and all other claimed loss, injury or damage, including, but not limited to, attorneys' fees and costs, arising out of relating to or resulting from any and all acts or omissions of the Association, its officers, directors, employees, agents or contractors related to the Association's obligations under this Agreement.

All representations, assurances, payment obligations and indemnity obligations contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement.

Nothing contained herein shall be construed to limit or modify the laws of the State of Alabama as the same may apply to the County regarding any immunity, absolute or qualified, or limitations of liability to which the County is otherwise entitled by law.

11. **Regulation of Rights-of-Way:** Nothing contained in this Agreement or otherwise shall limit the authority of the County to control, manage, supervise, regulate, repair, maintain or improve the public rights-of-way or improvements constructed pursuant to this Agreement in accordance with state law, and the County shall have the right to alter, change, modify, improve or remove any and all improvements constructed within their rights-of-way, in their discretion, in accordance with applicable state law.
12. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and Association and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
13. **Both Parties Contributed Equally to the Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and Association have contributed substantially and materially to the preparation of this Agreement.
14. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
15. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.
16. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all

issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

Counterparts: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below, which shall be the Effective Date of the Agreement.

SIGNATURE PAGES TO FOLLOW

COUNTY:
BALDWIN COUNTY

ATTEST:

BY: _____ /
Frank Burt, Jr. /Date
Chairman

_____/_____
Ronald J. Cink / Date
County Administrator

State of Alabama)
County of Baldwin)

I, the undersigned, 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, County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this the ____ day of _____, 2018.

Notary Public
My Commission Expires: _____

ASSOCIATION:
SUNRISE PROPERTY OWNERS'
ASSOCIATION, INC.

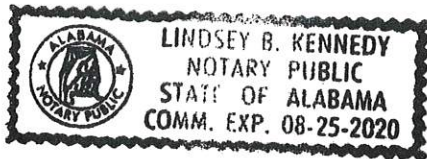
ATTEST:

BY: B. Utterback / 10/23/2018 Laura Hayles / 10-23-2018
President / Date Secretary / Treasurer / Date

State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Bryan Utterback, whose name as President for Sunrise Property Owners' Association, Inc., and Laura Hayles as Sec/Treas, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Sunrise Property Owners' Association, Inc.

Given under my hand and official seal this the 23rd day of October, 2018.



Lindsey B. Kennedy
Notary Public
My Commission Expires: 08/25/2020



Exhibit A

Baldwin County
Highway Department 2018

0 0.3 Miles





Baldwin County Commission

Agenda Action Form

File #: 19-0162, **Version:** 1

Item #: BN8

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Mary Booth, Design Tech II

ITEM TITLE

*Sunrise Property Owners' Association - Construction Agreement for Drainage Improvements in and Around Sunrise Subdivision

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Chairman to execute a Construction Agreement with Sunrise Property Owners' Association; and
- 2) Authorize the Chairman to sign any other project related documents.

(The terms of this agreement shall commence upon full execution of the agreement and shall remain in effect for ten (10) years from date of full execution.)

BACKGROUND INFORMATION

Previous Commission action/date: June 6, 2017 - The Commission approved the Chairman sending a letter to the United States Navy requesting an easement to construct a detention pond near Sunrise Subdivision to address flooding conditions in the area.

Background: During the August 28, 2018, work session the Commission discussed the draft easement to construct a detention pond near Sunrise Subdivision and requested a construction agreement with the Sunrise Property Owners' Association. The construction agreement has been reviewed by Legal, has been reviewed and executed by the Sunrise Property Owners' Association, and was discussed during the October 18, 2018, Road & Bridge Meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: County Attorney has reviewed the agreement.

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff have the Chairman execute the Construction Agreement.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff forward a copy of the fully executed construction agreement to the address listed below and forward a copy of the fully executed construction agreement to Matthew Brown.

Contact:
Sunrise Property Owners Association, Inc.
c/o Mr. Brian Utterback, President
PO Box 424
Elberta, Alabama 36530

Additional instructions/notes: N/A

**CONSTRUCTION AGREEMENT
FOR DRAINAGE IMPROVEMENTS IN AND AROUND THE SUNRISE
SUBDIVISION BETWEEN SUNRISE PROPERTY OWNERS'
ASSOCIATION, INC., AND THE BALDWIN COUNTY COMMISSION**

This Development Agreement (hereinafter "Agreement") is made and entered into by and between Sunrise Property Owners' Association, Inc. (hereinafter "Association"), and the Baldwin County Commission (hereinafter "County"), as follows:

RECITALS

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and Association is an Alabama non-profit corporation; and

Whereas, the United States Navy (hereinafter "Navy") purchased property in and around the Sunrise Subdivision property for military use related to the expansion and operation of Navy Outlying Landing Field Barin; and

Whereas, the residents of Sunrise Subdivision and surrounding properties have experienced continued stormwater drainage issues following major rain events; and

Whereas, the County has undertaken an effort to collaborate with the Navy, the Alabama Department of Transportation (hereinafter "ALDOT"), the City of Foley, and the Association to attempt to reduce future stormwater problems for the local residents and business owners; and

Whereas, reducing future stormwater impacts will require improvements to certain public infrastructure and certain private infrastructure owned and maintained by the Association; and

Whereas, it is in the public interest for the County and the Association to cooperate toward the proposed public and private infrastructure improvements; and

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

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to establish the responsibilities of each party regarding the design, construction, management, and continuing maintenance of improvements to public and private infrastructure related to the infrastructure improvements highlight in Exhibit A.
3. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of, or in relation to, this Agreement. Each party shall remain solely responsible

for the construction, repair and maintenance of the drainage improvements located on their respective properties.

4. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
5. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
6. **Term:** The term of this Agreement shall be for ten (10) years from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original contract has been approved by the Parties.
7. **Services to be Performed by County:**
 - A. Baldwin County will provide employee time and services to acquire all right-of-way necessary to complete the County portion of the project, including the proposed pond easement from the Navy.
 - B. Baldwin County will design, at County's own expense, a drainage system that will include the following components:
 1. a detention pond on Navy property that percolates in 48 hours or less;
 2. an outlet structure that provides for the controlled release of stormwater from the proposed County pond into the County's proposed ditch, and then into the Association's ditch and pond;
 3. an outlet structure that provides for the controlled release of stormwater from the Association pond to a downstream drainage system; and
 4. a downstream drainage system that ultimately terminates at Sandy Creek.
 - C. Baldwin County will provide to Association an engineered plan set of the outlet structure from paragraph (7)(B)(3) above.
 - D. Baldwin County will oversee any required utility relocation for the proposed improvements.
 - E. Baldwin County will construct, with County forces or otherwise, components 1, 2, and 4 of the drainage system described in paragraph (7)(B)(1), (2), and (4) above.
 - F. Baldwin County will maintain components 1, 2, and 4 of the drainage improvements, which include the newly constructed County pond, the outlet structure of the County pond, the County ditch between the County pond outlet structure and the Association ditch, and the downstream drainage system between the Association pond outlet structure and Sandy Creek.

8. Services to be Performed by Association:

- A. The Association will construct, at Association's expense and with the services of a licensed and insured contractor, the outlet structure designed pursuant to paragraph (7)(B)(3) above in accordance with the engineered plan set provided by the County.
- B. The Association will clean, at Association's expense and with the services of a licensed and insured contractor, the Association's retention pond, culverts, and ditch to the originally constructed and designed condition.
- C. The Association will maintain component 3 of the drainage improvements which includes the Association ditch, Association culverts, Association pond, and Association pond outlet structure.

9. **Termination and Notice:** Notwithstanding the foregoing, the County may terminate this Agreement, with or without cause, upon written notice to the Association. The said termination notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the Association. In the event of termination for breach by the Association, the Association shall be responsible for all costs incurred by the County, for work specified herein, including any contractual obligations incurred by County in reliance upon this Agreement through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To Association:
Sunrise Property Owners' Association, Inc.
c/o Mr. Bryan Utterback, President
PO Box 424
Elberta, Alabama 36530

To County:
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

10. Indemnity and Disclaimer of Warranties:

Association agrees to accept the improvements, work, property, product, and services of County as result of the Projects set forth herein in their "WHERE IS", "AS IS", conditions and acknowledges that the County has made no representations or warranties to Association as to, and has no obligation to the Association for the condition of, the designs, improvements, work, property, product, or services of the County. Association agrees that the County shall not be liable for any injury, loss or damage on account of any defects, problems or claims. Association for itself and Association's Representatives waive and release the County from any claims for injury to persons or damage to the real or personal property by reason of the condition of the designs, improvements, work,

property, product, and services of the County or otherwise. From the Effective Date of this Agreement, the Association shall defend, indemnify, and hold County and its Commissioners, officers, directors, employees, representatives and agents harmless from and against all demands, actions, and claims of any description whatsoever for property damage, personal injury (including death), actions in trespass, and all other claimed loss, injury or damage, including, but not limited to, attorneys' fees and costs, arising out of relating to or resulting from any and all acts or omissions of the Association, its officers, directors, employees, agents or contractors related to the Association's obligations under this Agreement.

All representations, assurances, payment obligations and indemnity obligations contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement.

Nothing contained herein shall be construed to limit or modify the laws of the State of Alabama as the same may apply to the County regarding any immunity, absolute or qualified, or limitations of liability to which the County is otherwise entitled by law.

11. **Regulation of Rights-of-Way:** Nothing contained in this Agreement or otherwise shall limit the authority of the County to control, manage, supervise, regulate, repair, maintain or improve the public rights-of-way or improvements constructed pursuant to this Agreement in accordance with state law, and the County shall have the right to alter, change, modify, improve or remove any and all improvements constructed within their rights-of-way, in their discretion, in accordance with applicable state law.
12. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and Association and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
13. **Both Parties Contributed Equally to the Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and Association have contributed substantially and materially to the preparation of this Agreement.
14. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
15. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.
16. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all

issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

Counterparts: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below, which shall be the Effective Date of the Agreement.

SIGNATURE PAGES TO FOLLOW

COUNTY:
BALDWIN COUNTY

ATTEST:

BY: _____ /
Frank Burt, Jr. /Date
Chairman

_____/_____
Ronald J. Cink / Date
County Administrator

State of Alabama)
County of Baldwin)

I, the undersigned, 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, County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this the ____ day of _____, 2018.

Notary Public
My Commission Expires: _____

ASSOCIATION:
SUNRISE PROPERTY OWNERS'
ASSOCIATION, INC.

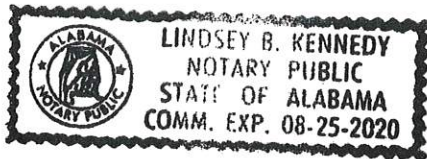
ATTEST:

BY: B. Utterback / 10/23/2018 Laura Hayles / 10-23-2018
President / Date Secretary / Treasurer / Date

State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Bryan Utterback, whose name as President for Sunrise Property Owners' Association, Inc., and Laura Hayles as Sec/Treas, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Sunrise Property Owners' Association, Inc.

Given under my hand and official seal this the 23rd day of October, 2018.



Lindsey B. Kennedy
Notary Public
My Commission Expires: 08/25/2020

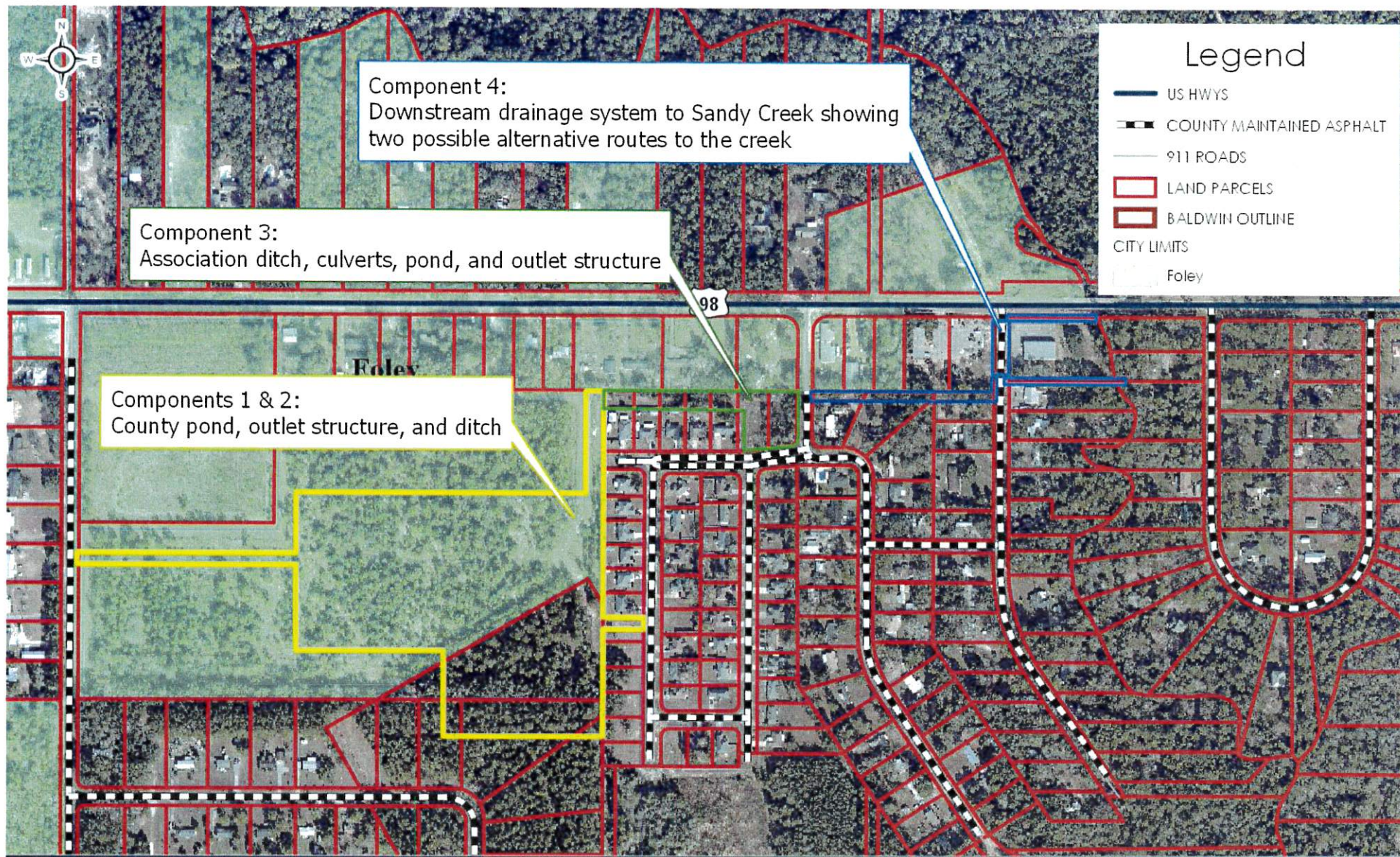


Exhibit A

Baldwin County
Highway Department 2018

0 0.3 Miles





Baldwin County Commission

Agenda Action Form

File #: 19-0164, **Version:** 1

Item #: BP1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Ron Cink, County Administrator

Andrea Roberson, Personnel Director

Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE

Animal Control - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Travis Hughes from the Animal Control Officer (PID #608) grade E-01 (\$11.055 per hour / \$22,994.40 annually) to fill the open Animal Placement Specialist position (PID #5353) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually); and
- 2) Approve the promotion of Rebecca Reno from the Senior Animal Control Technician (PID #5356) grade H-01 (\$14.60 per hour / \$30,368.00 annually) to fill the open Animal Resource Supervisor position (PID #5426) at a grade I-EL (\$15.629 per hour / \$32,508.32 annually); and
- 3) Approve the employment of Anna Razo to fill the open part-time Office Assistant III position (PID #PT45) at a grade E-EL (\$10.781 per hour).

These actions will be effective no sooner than November 12, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Animal Placement Specialist and part-time Office Assistant III positions were vacated in October 2018, by the resignation of the previous employees and the Animal Resource Supervisor position was newly created during the FY18-19 Budget Cycle. The County Administrator respectfully requests the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 55410.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0154, **Version:** 1

Item #: BP2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Ron Cink, County Administrator

Andrea Roberson, Personnel Director

Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE

Commission Administration Department - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the transfer of Keri Green from the Administrative Support Specialist III position (PID #5362) in the Commission Administration Department (51125) to the Administrative Support Specialist III position (#5152) at Commission Administration Central Annex (51992); and
- 2) Approve the transfer of Christel Carpenter from the Administrative Support Specialist III position (#5152) grade I-14, at Commission Administration Central Annex (51992) to fill the open Administrative Support Specialist II (#5435) at a grade H-18, in the Building Maintenance Department (51995).

These actions will be effective no sooner than November 12, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The County Administrator respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51125.5113; 51992.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0176, **Version:** 1

Item #: BP3

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Brian Peacock, CIS Director

Andrea Roberson, Personnel Director

Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE

Communications and Information Systems (CIS) Department - Promotion of Employee into Knowledgebase/Multi-Media Coordinator Position

STAFF RECOMMENDATION

Approve the promotion of Kathy Agerton from the Customer Service Representative II position (PID #3066) grade H-11 (\$18.697 per hour / \$38,889.76 annually) to fill the open Knowledgebase/Multi-Media Coordinator position (PID #5418) at a grade J-06 (\$19.907 per hour / \$41,406.56 annually) to be effective no sooner than November 12, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Knowledgebase/Multi-Media Coordinator position was created during the FY18/19 Budget Cycle. The CIS Director respectfully request the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51962.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0150, **Version:** 1

Item #: BP4

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Joey Nunnally, County Engineer

Andrea Roberson, Personnel Director

Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE

Highway Department (Bay Minette) - Promotion of Employee Into Operator Technician IV Position

STAFF RECOMMENDATION

Approve the promotion of Michael Carlisle from the Operator Technician III position (PID #876) grade I-04 (\$17.26 per hour / \$35,900.80 annually) to fill the open Operator Technician IV position (PID #2048) at a grade J-03 (\$18.489 per hour / \$38,457.12 annually) to be effective no sooner than November 12, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Operator Technician IV position was vacated in September 2018 by the retirement of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 53111.5113

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0171, **Version:** 1

Item #: BP5

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Joey Nunnally, County Engineer

Andrea Roberson, Personnel Director

Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE

Highway Department (MPO) - Promotion of Employee into MPO Technician I Position

STAFF RECOMMENDATION

Approve the promotion of Katrina Taylor from the Office Manager position (PID #5012) grade G-EL (\$12.967 per hour / \$26,971.36 annually) in the Highway Pre-Construction Department (53600) to fill the open MPO Technician I position (PID #5350) at a grade I-EL (\$15.629 per hour / \$32,508.32 annually) in the Highway - MPO Department (51932), to be effective no sooner than November 12, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The MPO Technician I position was vacated in October 2018, due to the retirement of the previous employee. The County Engineer respectfully requests the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51932.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0153, **Version:** 1

Item #: BP6

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Andrea Roberson, Personnel Director

Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE

Personnel Department - Promotion of Employee into Administrative Support Specialist II Position

STAFF RECOMMENDATION

Approve the promotion of Brittany Vaughn from the Office Manager position (PID #5352) grade G-01 (\$13.287 per hour / \$27,636.96 annually), in the Animal Control Department (55410), to fill the open Administrative Support Specialist II position (PID #5416) at a grade H-EL (\$14.246 per hour / \$29,631.68 annually), in the Personnel Department (51962) to be effective no sooner than November 12, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Administrative Support Specialist II position was created during the FY17-18 Budget cycle. The Personnel Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51962.5113

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0170, **Version:** 1

Item #: BP7

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Judge Tim Russell, Probate Judge

Andrea Roberson, Personnel Director

Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE

Probate Office - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Ronica Darby from the License Revenue Officer I (#3053) grade G-09 (\$16.195 per hour / \$33,685.60 annually) to the License Revenue Officer II position (#1079) at a grade H-08 (\$17.354 per hour / \$36,096.32 annually); and
- 2) Approve the employment of Julie Benton to fill the open License Revenue Officer I position (PID #3055) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually); and
- 3) Approve the employment of Rebakah Holt to fill the open License Revenue Officer I position (PID #3053) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually).

These actions shall be effective no sooner than November 12, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The License Revenue Officer I positions were vacated in October/November 2018, due to the resignation/retirement of the previous employees. The Probate Judge respectfully requests the above actions are approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51300.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0180, **Version:** 1

Item #: BP8

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Terri Graham, Development and Environmental Director
Andrea Roberson, Personnel Director

Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE

Solid Waste Department - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Timothy Schafer to fill the Solid Waste Technician position (PID #868) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually); and
- 2) Approve the employment of Corey Marshall to fill the Solid Waste Technician position (PID #855) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually); and
- 3) Approve the promotion of Christopher Dearborn from the Solid Waste Driver I position (PID #5252) grade H-06 (\$16.503 per hour / \$34,326.24 annually) to fill the open Solid Waste Driver II position (PID #5422) at a grade I-05 (\$17.697 per hour / \$36,809.76 annually).

These actions will be effective no sooner than November 12, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Solid Waste Technician positions were vacated in Sept/Oct 2018, due to the resignation/termination of the previous employees. The Solid Waste Driver I position was vacated in October 2018 due to the retirement of the previous employee. 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: 54800.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0151, **Version:** 1

Item #: BP9

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Terri Graham, Development and Environmental Director
Andrea Roberson, Personnel Director

Submitted by: Deidra Hanak, Assistant Personnel Director

ITEM TITLE

Solid Waste Department - Promotion of Employee into Assistant Customer Service Manager Position

STAFF RECOMMENDATION

Approve the promotion of Alicia Lassiter from the Billing Account Specialist II position (PID #5204) grade H-06 (\$16.503 per hour / \$34,326.24 annually) to fill the open Assistant Customer Service Manager position (PID #5419) at a grade I-05 (\$17.697 per hour / \$36,809.76 annually) to be effective no sooner than November 12, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Assistant Customer Service Manager position was created during the FY17-18 Budget cycle. The Development and Environmental Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 54801.5113

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0148, **Version:** 1

Item #: BQ1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Vince Jackson, Planning Director

Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Baldwin County Planning and Zoning Commission - Board Appointment

STAFF RECOMMENDATION

As relates to the Baldwin County Planning and Zoning Commission, take the following action:

Re-appoint Mr. Daniel Nance as a regular member of the Board (At-large Nominee) for a four (4) year term, said term to commence on November 17, 2018, and expire on November 17, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: May 1, 2018

Background: The Baldwin County Planning and Zoning Commission was created by Baldwin County Local Legislative Act, specifically Act No. 91-719 (1991), as amended by Act. No 93-668 (1993), as amended by Act No. 98-665 (1998), as amended by Act No. 2006-609 (2006), as amended by Act No. 2010-719 (2010). The aforementioned Alabama laws are codified at Section 45-2-261 through 45-2-261.18 of the Code of Alabama 1975.

Section 45-2-261.01 of the Code of Alabama 1975 provides that the Planning and Zoning Commission shall be composed as a board of nine (9) regular members and other temporary members appointed by the Baldwin County Commission. All regular members shall be qualified electors and actual residents of Baldwin County; one (1) and only one (1) regular member may be a qualified elector who resides in the corporate limits of a Baldwin County municipality. All regular members shall serve a term of four (4) years each except when filling a vacant place seat (which shall be for the balance of the unexpired term). All temporary members shall serve a one-time term of three (3) years each and represent, respectively and singularly, a new Planning (Zoning) district which elects to come within the planning and zoning authority of the Baldwin County Commission. A temporary member shall be a qualified elector from the new Planning (Zoning) District. In the event of any vacancy, such vacancy shall be filled by appointment of the Baldwin County Commission.

All members of the Planning and Zoning Commission shall serve without compensation and no

member shall be a county officer or employee.

Furthermore, Section 45-2-261.40 of the Code of Alabama 1975 authorizes the Baldwin County Commission to appoint real estate agents or other persons in the field of real estate to the Planning and Zoning Commission; however, such number shall not exceed three (3) members.

On May 1, 2018, the Baldwin County Commission appointed Mr. Daniel Nance to the place seat formerly held by the late Mr. Arthur George Hosey, Jr. This term is set to expire on November 17, 2018. Mr. Nance has agreed to continue and will need to be re-appointed to a four (4) year term which will expire on November 17, 2022. As a result, the Planning Department staff respectfully requests the re-appointment of Mr. Daniel Nance.

Mr. Nance is a resident of the City of Fairhope. The board can have one member who resides within a municipality, and Mr. Nance currently holds this position. Mr. Nance is a qualified elector of Baldwin County, he is not a county employee or officer, and is not involved in real estate.

Planning staff has verified that this appointment meets the qualifications to be appointed to the Baldwin County Planning and Zoning Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Send appointment letter to:

Mr. Daniel Nance
101 Pinetop Circle East
Fairhope, Alabama 36532

Cc:
Vince Jackson
DJ Hart

Additional instructions/notes: N/A

BALDWIN COUNTY PLANNING AND ZONING COMMISSION

General Board Information:

Appointed by Baldwin County Commission.

Nine (9) regular members and circumstance-driven number of temporary one-time members.

Term of each “regular” member is four (4) years.

Term of a “temporary one-time” member is three (3) years.

All “regular” members must be qualified electors and actual residents of Baldwin County, Alabama.

Only one (1) regular member may reside in a city or town limits (i.e. live in a municipality).

All “temporary one-time” members must be a qualified elector of Baldwin County, Alabama, from the applicable Planning District said citizen represents.

Only three (3) members (of the total membership) may be real estate agents or persons in the field of real estate.

All vacancies filled by appointment of Baldwin County Commission.

All members serve without compensation but are eligible reasonable and necessary expenses.

No member shall be a county officer or employee.

Statutory Authority: Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719.

Other Statutory Authority: Act No. 84-499, as amended by Act No. 2010-719 - Baldwin County Commission may appoint real estate agents or other persons in the field of real estate to the Baldwin County Planning and Zoning Commission, such number shall not to exceed 3 members (regardless of status as a “regular” or “temporary one-time” member) of the Baldwin County Planning and Zoning Commission.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
At-Large BCC District Nominee	Daniel Nance 101 Pinetop Circle East Fairhope, AL 36532 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN THE CITY LIMITS OF DAPHNE NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 05/01/2018 to fill the place seat formerly held by the late Arthur George Hosey, Jr. for a pro-rata reduced term	4 years	11/17/2018
BCC District 1 Nominee	Brandon Bias 9102 Parliament Circle Daphne, AL 36526 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 08/07/2018 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Cassie Boatwright	4 years	11/01/2021
BCC District 2 Nominee	Doug Thomas 9228 Sanibel Loop Daphne, AL 36526 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Reappointed 11/21/2017 term continuing from 10/21/2017	4 years	10/21/2021
BCC District 2 Nominee	Spence Monroe 22495 Sea Cliff Drive Fairhope, AL 36532 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE HAS A REAL ESTATE LICENSE	Reappointed 02/21/2017 term continuing from 10/07/2015	4 years	10/07/2019

BALDWIN COUNTY PLANNING AND ZONING COMMISSION – Cont.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
BCC District 3 Nominee	<p>Marvin Dewane Hayes 28551 Rose Run Road Robertsdale, AL 36567</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	Reappointed 02/21/2017 term continuing from 06/30/2015	4 years	06/30/2019
BCC District 3 Nominee	<p>Robert S. Davis, Jr. 24795 A County Road 32 Elberta, AL 36530</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	Reappointed 05/01/2018 for pro-rata reduced term, continuing from 03/01/2018	4 years	03/01/2022
BCC District 4 Nominee	<p>Bonnie Lowry 9327 State Highway 180 Gulf Shores, AL 36542</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	Reappointed 11/21/2017 term continuing 11/16/2017	4 years	11/16/2021
BCC District 4 Nominee	<p>Kevin Murphy 16424 County Road 26 Foley, AL 36535</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	Reappointed 11/21/2017 term commencing 12/02/2017	4 years	12/02/2021
BCC District 4 Nominee	<p>Arthur Oken 7490 Blakeley Oaks Drive South Spanish Fort, AL 36527</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 07/17/2018 to fill the place seat and expired term formerly held by Michael Tyrone Kaiser, Sr.</p> <p>07/17/2018 Thanked Michael Tyrone Kaiser, Sr. for his civic service</p>	4 years	07/17/2022
	STAFF MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
Staff Member	<p>Vince Jackson, Planning Director Planning Department 22070 Highway 59 Robertsdale, AL 36576 <u>Mailing address:</u> P. O. Box 220, Silverhill, AL 36576</p>			

REVISED: 08/07/2018 ak



Baldwin County Commission

Agenda Action Form

File #: 19-0025, **Version:** 1

Item #: CA1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Ronald J. Cink, County Administrator

Submitted by: Christel Carpenter, Administrative Support Specialist III

ITEM TITLE

Proclamation - 2018 Day of Thanks

STAFF RECOMMENDATION

Adopt a Proclamation which sets aside November 20, 2018, as a countywide "Day of Thanks" in Baldwin County, Alabama, and invites the citizens of Baldwin County to a "Day of Thanks" (public) breakfast, hosted by Baldwin County United for the Baldwin County Commission, on Tuesday, November 20, 2018, beginning at 8:30 a.m., at the Baldwin County Commission Central Annex, in Robertsdale, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission desires to set aside a day as "Day of Thanks" in the county to give citizens an opportunity to reflect on the County's prosperity during the Thanksgiving Season.

Associated to the day set aside as a "Day of Thanks," Baldwin County United will, for the Baldwin County Commission, host a "Day of Thanks" (public) breakfast on Tuesday, November 20, 2018, beginning at 8:30 a.m., at the Baldwin County Central Annex, in Robertsdale, Alabama, Mr. Warren Hopper, President of Baldwin County United, will be in attendance to accept the Proclamation.

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
BALDWIN COUNTY, ALABAMA

PROCLAMATION

PROCLAIMING NOVEMBER 20, 2018, AS A "DAY OF THANKS" IN BALDWIN COUNTY, ALABAMA.

WHEREAS, Baldwin County, Alabama, was established on December 21, 1809, by the Mississippi Territorial Legislature and is now a part of the Great State of Alabama; and

WHEREAS, Baldwin County remains the largest county, in land-size, in the state and, currently, is one of Alabama's fastest growing counties with over 200,000 residents and is visited by millions of tourists each year; and

WHEREAS, Baldwin County generates one of the highest shares of revenue for the State of Alabama; and

WHEREAS, Baldwin County's location on the Gulf of Mexico and Mobile River Delta is a large part of its attraction and tremendous prosperity; and

WHEREAS, with all of our abundant blessings, it is only fitting that we set aside a day to reflect upon the county's prosperity; now therefore

BE IT PROCLAIMED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby set aside November 20, 2018, as a countywide "Day of Thanks" to acknowledge and reflect upon the great achievements, blessings and growing prosperity of Baldwin County, Alabama.

FURTHER, IN RECOGNITION THEREOF, the citizens of Baldwin County are invited to a "Day of Thanks" breakfast, as hosted by Baldwin County United for the Baldwin County Commission, on Tuesday, November 20, 2018, beginning at 8:30 a.m., at the Baldwin County Central Annex, in Robertsedale, Alabama.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette, Alabama, on this the 6th day of November 2018.

Commissioner Frank Burt, Jr.
Chairman

Commissioner Charles F. Gruber
Vice Chairman

Commissioner J. Tucker Dorsey

Commissioner T. Christopher Elliott



Baldwin County Commission

Agenda Action Form

File #: 19-0091, **Version:** 1

Item #: CA2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Ronald J. Cink, County Administrator

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

ITEM TITLE

Alabama State Legislature - Recognition of Commissioner Frank Burt, Jr. for His 30 Years of Public Service

STAFF RECOMMENDATION

State Representative Joe Faust, Alabama House of Representatives, would like to present Commissioner Frank Burt, Jr., with a plaque from the Alabama State Legislature, recognizing Commissioner Burt's 30 years of public service.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0111, **Version:** 1

Item #: CA3

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Huey Hoss Mack, Baldwin County Sheriff

Submitted by: Tammy Rider, Executive Assistant to Sheriff Mack

ITEM TITLE

Recognition of Commissioners Frank Burt, Jr., T. Christopher Elliott and J. Tucker Dorsey by Sheriff Huey Hoss Mack of the Baldwin County Sheriff's Office

STAFF RECOMMENDATION

Sheriff Mack requests the honor to formally recognize and express his appreciation to Commissioners Frank Burt, Jr., Chris Elliott and Tucker Dorsey for their service and support of the Baldwin County Sheriff's Office while in office.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0168, **Version:** 1

Item #: CA4

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Honorable Scott P. Taylor, Presiding Circuit Judge

Ronald J. Cink, County Administrator

Huey Hoss Mack, Baldwin County Sheriff

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Court Security Plan for Baldwin County, Alabama - 2018 Amendments to Court Security Plan of November 28, 2000

STAFF RECOMMENDATION

Ratify, confirm and make part of the record, the 2018 Amendments to Court Security Plan for Baldwin County, Alabama, which were approved by the Courthouse Security Committee on August 30, 2018, and which amends the November 28, 2000, Court Security Plan for Baldwin County, Alabama.

The amendments became effective in the Bay Minette, Fairhope and Foley Courthouses on October 15, 2018.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: For the safety and protection of court personnel, litigants, lawyers, witnesses, jurors and the general public, it is necessary and appropriate to regulate the possession of weapons and destructive devices within the court facilities of Baldwin County, Alabama.

Court security is the joint effort of law enforcement, the County Commission and the judiciary. The goal of court security is to prevent or control problems that might arise in courthouses such as verbal abuse, disorderly conduct, physical violence, demonstrations, theft, fire bomb threats, sabotage, prisoner escapes, kidnapping, assassinations, stalking, and hostage situations.

The County Administrator received correspondence from the Honorable Scott P. Taylor, Presiding Circuit Judge, on October 9, 2018, informing the County that the Courthouse Security Committee met on August 30, 2018, to consider amendments to the November 28, 2000, Courthouse Security Plan for Baldwin County, Alabama.

Sheriff Huey Hoss Mack will be present during the November 6, 2018, Commission meeting to discuss court security.

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 - Inform the Presiding Judge Scott P. Taylor and Sheriff Huey Hoss Mack via email of Commission action and make the original plan (November 2000) and the amendment (October 2018), a part of the record.

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

Additional instructions/notes: N/A

**2018 AMENDMENTS TO COURT SECURITY PLAN
FOR BALDWIN COUNTY, ALABAMA**

WHEREAS, the Alabama Supreme Court has, pursuant to Rule 37, Alabama Rules of Judicial Administration, issued an order implementing a "Trial Court Security Plan",

WHEREAS, it is necessary and appropriate for the safety and protection of court personnel, litigants, attorneys, witnesses, jurors and the general public to regulate the possession of weapons, destructive or dangerous materials and recording devices within the court facilities of Baldwin County, Alabama,

WHEREAS, court security is the joint effort of law enforcement, the County Commission and the judiciary,

WHEREAS, the goal of court security is to prevent or control problems that might arise in courthouses such as verbal abuse, disorderly conduct, physical violence, demonstrations, theft, fire bomb threats, sabotage, prisoner escapes, kidnapping, assassinations, stalking, and hostage situations;

WHEREAS, the current Courthouse Security Committee being composed of the following:

Presiding Circuit Judge: Scott P. Taylor
Presiding District Judge: Michelle M. Thomason
Probate Judge: Tim Russell
District Attorney: Robert E. Wilters
Circuit Clerk: Jody Wise Campbell
Sheriff: Huey Hoss Mack

The committee having met on August 30, 2018, and having considered amendments to the November 28, 2000, Court Security Plan for Baldwin County, Alabama,

IT IS HEREBY, ORDERED, that the November, 28, 2000, Court Security Plan for Baldwin County, Alabama is amended to add the following:

That any person making an audio and/or video recordings within any Baldwin County courtroom or of jurors in any secure area of any Baldwin County Courthouse, shall be subject to the contempt powers of the Court, however, an individual Judge may authorize recording of their proceedings at their discretion, but, in no event may those recordings include recording of jurors;

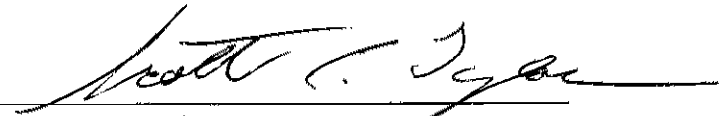
That any person possessing a **cell phone, audio or video recording device, hat or food**, shall be denied entry to a secure facility, however, the exclusions listed in this paragraph shall **not** apply to **Court or County Personnel with proper identification, Attorneys with court identification issued by the Sheriff of Baldwin County, on duty Law Enforcement with proper agency identification, and Jurors with proper documentation, or as authorized from time to time by the Presiding Circuit Judge;**

That any person falling within the exclusions in the preceding paragraph shall remain prohibited from making audio or video recordings within the courtroom, of any juror, or as otherwise prohibited by law;

That all other prior orders shall remain in full force and effect; and

That these amendments shall be effective October 15, 2018.

DONE this the 12th day of October, 2018



Scott P. Taylor
Presiding Circuit Judge
Baldwin County, Alabama

COURT SECURITY PLAN FOR BALDWIN COUNTY, ALABAMA

WHEREAS, the Alabama Supreme Court has, pursuant to Rule 37, Alabama Rules of Judicial Administration, issued an order implementing a "Trial Court Security Plan",

WHEREAS, it is necessary and appropriate for the safety and protection of court personnel, litigants, lawyers, witnesses, jurors and the general public to regulate the possession of weapons and destructive devices within the court facilities of Baldwin County, Alabama,

~~WHEREAS, court security is the joint effort of law enforcement, the County Commission~~
and the judiciary,

WHEREAS, the goal of court security is to prevent or control problems that might arise in courthouses such as verbal abuse, disorderly conduct, physical violence,
- demonstrations, theft, fire bomb threats, sabotage, prisoner escapes, kidnapping, assassinations, stalking and hostage situations;

Therefore, pursuant to the Alabama Supreme Court Rule, it is ORDERED as follows:

- 1) A Courthouse Security Committee shall be composed of the following:

Presiding Circuit Judge: James H. Reid
Presiding District Judge: Joseph L. Floyd
Probate Judge: Adrian T. Johns
District Attorney: John David Whetstone
Circuit Clerk: Jackie N. Calhoun
County Commissioner: Joe Faust
Sheriff's Designee: Sgt. Ray Farmer (Court Security Coordinator)

The committee shall meet at least quarterly to review and to adopt rules and procedures dealing with security related matters.

- 2) The Court Security Coordinator shall undertake the following responsibilities:
- (a) to remain current on courthouse security issues;
 - (b) to inspect the courthouse facilities, using an established checklist for out-of-the-ordinary situations and to submit a biannual report to the Presiding Circuit Judge, the Sheriff, the County Commission and the Administrative Office of Courts;
 - (c) to maintain files on all courthouse personnel containing personal information to be used in the event of a hostage or other emergency situations;

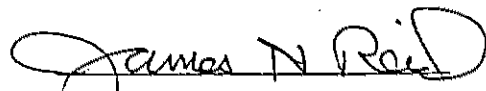
- (d) to provide security training and education on an as-needed basis to courthouse employees and officials;
 - (e) to develop an evacuation plan for the courthouse to be used in case of a bomb threat, a fire or other disaster, which, plan shall be distributed to all occupants of the courthouse with evacuation drills to be conducted biannually;
- 3) That the Bay Minette, Fairhope and Foley courthouses are herein designated as secure facilities;
- 4) That anyone who wishes to enter a secure facility shall enter through authorized entrances only;
-
- 5) That any person entering a secure facility shall be subject to search by security personnel for weapons or destructive devices, including the use of electronic or other security equipment;
- 6) That any person who refuses to submit to a search of his or her person or his or her personal belongings shall be denied entry to the secure facility;
- 7) That any person possessing any weapon or destructive device, including but not limited to, firearms, knives and clubs, shall be denied entry to a secure facility;

- 8) That if any illegal weapon or destructive device or other contraband is discovered, it shall be seized and proper law enforcement officials shall be notified immediately for appropriate action;
- 9) That all law enforcement officers with proper agency photo identification will be allowed to retain their weapons; except, however, that any officer involved in a proceeding in his or her personal capacity and not in an official capacity as a law enforcement officer shall not bring his or her weapon into a secure facility;
- 10) That persons employed at a secure facility shall be issued photo identification to facilitate ingress and egress into or from the secure facility;
- 11) That violations of this order may be punished as and for a contempt of court by the Presiding Circuit Judge;
- 12) Signs shall be posted prominently to advise the general public to refrain from bringing weapons into the courthouses upon pain of punishment for a contempt;
- 13) That not later than January 1, 2001, the east, west and north entrances to the Bay Minette Courthouse will be restricted to emergency exits only, except for, transportation officers of the Sheriff's Office, elected officials and any other persons authorized to use those entrances by the Courthouse Security Committee. Panic bars and a magnetic card or key system to be approved by the Courthouse Security Committee will be installed on those entrances with an audible alarm

system to activate in case of unauthorized entry or exit. The south entrance shall be manned at all times by adequate security personnel, metal detectors and x-ray machines, during normal working hours and at all other times when court is in session. All other entrances, including basement entrances shall be secured from unauthorized entrance;

- 14) That not later than January 1, 2001, all entrances to the courthouse portion of the satellite courthouses and any other related agencies deemed appropriate by the Courthouse Security Committee shall be secured except one entrance which shall be manned at all times by security personnel with metal detectors and x-ray machines during normal working hours and at all other times when court is in session.

DONE this the 28th day of November 2000.


PRESIDING CIRCUIT JUDGE



Baldwin County Commission

Agenda Action Form

File #: 19-0181, **Version:** 1

Item #: CA5

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Highway Department - Highway Management Plan - Fiscal Year 2018 - Year End (October 1, 2017 through September 30, 2018)

STAFF RECOMMENDATION

The County Engineer will present a report detailing progress made by the Highway Department during Fiscal Year 2018 (October 2017 through September 2018).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0049, **Version:** 1

Item #: DA1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Ronald J. Cink, County Administrator

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

ITEM TITLE

Case No. LV-18006 - Alcohol License Application for Amtel Petroleum, LLC d/b/a Lillian Express Mart

STAFF RECOMMENDATION

Consider the 050 - Retail Beer (Off Premises Only) and 070 - Retail Table Wine (Off Premises Only) license application for Amtel Petroleum, LLC d/b/a/ Lillian Express Mart, located at 34531 US Highway 98, Lillian, Alabama, 36549, and approve the issuance of said licenses by the Alabama Beverage Control (ABC) Board, if the public hearing does not reveal a legitimate reason to deny the application.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff has verified the applicant has a current business license, all sales tax requirements have been satisfied, Health Department approval has been obtained and the Baldwin County Sheriff's Office does not oppose the issuance of this license.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. See attachment.

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up:

Correspondence to:

State ABC Board
c/o Ms. Betty Dean
2715 Gunter Park Drive, West
Montgomery, Alabama 36109

Via email only:
Betty.dean@abc.alabama.gov

Cc: Riten Patel, Applicant (via email only - ronpatel1972@gmail.com)

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

Additional instructions/notes: N/A

From: [Keri Green](#)
To: ronpatel1972@gmail.com
Cc: betty.dean@abc.alabama.gov; [Joe Ryan](#); [Celena Boykin](#); [Vince Jackson](#); [Ronald Cink](#); [April Wallace](#); [Anu Gary](#); [Keri Green](#); [Miranda N. McKinnon](#); [Monica Taylor](#)
Subject: Public Hearing Date for ABC License Case No. LV-18006 – Amtel Petroleum LLC d/b/a Lillian Express Mart
Date: Monday, September 24, 2018 4:33:20 PM
Attachments: [Legal Notice Gulf Coast News - 20180206 Revision.doc](#)

INSTRUCTIONS FOR ADVERTISING YOUR PUBLIC HEARING:

1. VERIFY THAT ALL INFORMATION LISTED BELOW IS CORRECT.
2. PRINT OUT THIS EMAIL AND THE ATTACHED LEGAL NOTICE FORMS.
3. FILL OUT THE FORMS AND TAKE THE EMAIL AND THE COMPLETED FORMS WITH YOU TO THE GULF COAST NEWSPAPERS, LOCATED AT 901 MCKENZIE STREET, FOLEY, ALABAMA. TEL (251) 943-2151.
4. THE ADVERTISEMENT(S) MUST BE PUBLISHED AS FOLLOWS:

050-RETAIL BEER (OFF PREMISES ONLY) AND 070-RETAIL TABLE WINE (OFF PREMISES ONLY): **ADVERTISEMENT MUST RUN ONCE PER WEEK FOR THREE CONSECUTIVE WEEKS PRIOR TO PUBLIC HEARING DATE**

Via Email Only: Applicant, Riten Patel ronpatel1972@gmail.com

Case Number:	LV-18006 – Amtel Petroleum LLC dba Lillian Express Mart
Location:	34531 US Hwy 98, Lillian, Alabama 36549
License Type:	050 – Retail Beer (Off Premises Only) 070 – Retail Table Wine (Off Premises Only)
Public Hearing Date:	November 6, 2018

A **Public Hearing** has been established before the Baldwin County Commission for the above referenced License Application(s) on **NOVEMBER 6, 2018**, at **8:30 AM** in the Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507.

If you have questions regarding this public hearing, please contact the Baldwin County Administration Department (Bay Minette Commission Office) at 251-937-0264.

You must obtain and provide an original proof of publication affidavit from the newspaper office to the County Commission Administration Office in Bay Minette on or before the public hearing date. A copy of the affidavit is not sufficient and could delay your application process. Please be aware that you (or an authorized representative) must appear in person for the public hearing.

Thank you,

Keri Green

Administrative Support Specialist III

Baldwin County Commission

312 Courthouse Square, Suite 12

Bay Minette, Alabama 36507

☎ office: 251-937-0267 ☎ fax: 251-580-2500

✉ email: kegreen@baldwincountyal.gov

Baldwin County Commission
Location Verification Request
Baldwin County Planning and Zoning Department

Main Office Mailing Address
PO Box 220, Silverhill, AL 36576
Phone: (251) 580-1655 Fax: (251) 580-1656

Main Office Physical Address
22070 Hwy 59, Robertsdale, AL 36567
Phone: (251) 580-1655 Fax: (251) 580-1656

Foley Satellite Courthouse
201 East Section Street, Foley, AL 36535
Phone: (251) 972-8523 Fax: (251) 972-8520

Applicant Information

Name: AMTEL PETROLEUM LLC D/B/A: LILLIAN EXPRESS MART
Mailing Address: 200 SHADY LANE
City: FAIRHOPE State: AL Zip code: 36532
Telephone: (662) 519-6669 Fax: () - - e-mail: RONPATEL1972@gmail.com

☒ **ABC License Application**

Site Information

Business Name: Uncle Sam's Super Stop.
E-911 Address of Site: 34531 US HWY 98, LILLIAN, 36549
Parcel ID Number: 05-52-07-26-0-001-121-001

**parcel information must be completed*

Proposed Use: CONVENIENCE STORE

**Parcel ID number is listed on property tax receipts, or may be obtained from the Baldwin County Revenue Commission at its web site (www.revcomm.co.baldwin.al.us) or by calling (251)937-0245.*

Riten Patel.

8-12-18

Signature of Applicant

Date



City



County

Please be advised that this location verification is for informational purposes only. Specific uses for the zoning classification should be verified through the Baldwin County Zoning Ordinance and associated maps or through consultation with the Planning and Zoning staff at 580-1655.

Office Use Only

P&Z Verified By: Crystal Bates Date: 8-16-18

Case No. ZV - 180490 ☐ Unzoned ☒ Zoned Zoning Classification: B2

☐ City Limits: _____ Planning District 22

☐ Permitted Use ☐ Not Permitted Use Fire District: Lillian 37

Comments: _____

BALDWIN COUNTY COMMISSION

CONSENT FOR INSPECTION

I, RITEN JAYANTI PATEL, the owner or authorized agent for the
owner of the premises located at 34531 HWY 98,
Lillian, AL - 36549,

do hereby consent to the inspection of said premises and the posting of a public notice
sign, by an employee of the Baldwin County Planning Department, Baldwin County,
Alabama, in conjunction with application for an alcohol license, without further
notice. I understand that the public signs are the property of the Baldwin County
Commission and are only to be removed by an employee of the Baldwin County
Commission.

Dated this 13 day of September, 2018.

Riten Patel

Signature of Owner or Authorized Agent

662-519-6669

Telephone number

OFFICE OF SHERIFF

BALDWIN COUNTY, ALABAMA
SHERIFF HUEY HOSS MACK



310 Hand Avenue
Bay Minette, Alabama 36507
(251) 937-0210
Fax (251) 580-1687

TO: Baldwin County Commission

FROM: Charlie Jones, 
Chief Deputy

DATE: September 17, 2018

SUBJECT: Alcoholic Beverage License
Amtel Petroleum, LLC
DBA: Lillian Express Mart
LOCATION: 34531 Hwy 98
Lillian, AL 36549
Mailing: 200 Shady Lane
Fairhope, AL 36532

APPLICANT: Riten Jayanti Patel

Based on information provided to the Baldwin County Sheriff's Office in the above referenced license application we do not oppose issuance of the license.

CJ/vj

STATE OF ALABAMA

CONTROL NUMBER

051811586

ACCOUNT NUMBER
67032 2018

LICENSE YEAR
2017-2018

County
BALDWIN

LICENSE NO.
11586

12:37 RPOWELL

ISSUED TO:

LILLIAN EXPRESS MART DBA
AMTEL PETROLEUM LLC
AMIN CHIRAYU
34531 US HWY 98
LILLIAN AL 36549

DATE ISSUED

9	20	18
MO	DAY	YR

LICENSE TYPE

STORE LICENSE	X
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X
TRANSFER	

BUSINESS LOCATION

LILLIAN EXPRESS MART DBA
34531 US HWY 98
LILLIAN AL 36549

9 20 2018

EXPIRES

September 30, 2018

[2018 LF5447 DECAL #1395

EX **RENEW IN OCTOBER**

SECTION	BUSINESS TYPE	LICENSE AMOUNT	FEE	PENALTY	CITATION	INTEREST	TOTAL
106	GASOLINE 1 PUMP -COUNTY						
106	GASOLINE EA ADDL PUM-COUNTY						
053	AUTO ACCESSORY -COUNTY						
072	CIGARS, CIGARETTES, ET-COUNTY						
069	SOFT DRINKS-TAPS, DSP-COUNTY						
176	VENDING MACHINES						
134	NEWS STAND						
091	DELICATESSEN						
315	CHAIN STORE 2-5 STORES						

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter

State Comptroller

Vernon R. Baxter
Commissioner of Revenue

Name of Purchaser

TIM RUSSELL

Issuing Authority

Issuing Authority

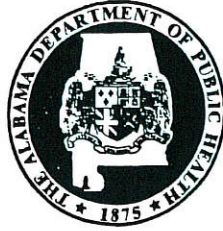
TrF. 9.00

TOTAL

MAIL FEE

TOTAL WITH MAIL FEE 9.00

Alabama Department of Public Health



FOOD PERMIT

Baldwin

COUNTY

**Food Service Establishment
Priority Category 3**

FS-5446

PERMIT NUMBER

Amtel Petroleum, LLC

BUSINESS OWNER OR AUTHORIZED AGENT
IS HEREBY PERMITTED TO MAINTAIN AND OPERATE

Amtel Petroleum, LLC

ESTABLISHMENT
LOCATED AT

34531 Hwy 98

STREET

Lillian

CITY OR TOWN

36549-

ZIP

THIS PERMIT SIGNIFIES COMPLIANCE ON THE DATE OF ISSUE WITH THE
ALABAMA DEPARTMENT OF PUBLIC HEALTH RULES FOR

Rules for Food Service Sanitation - 420-3-22

PURSUANT TO ALABAMA LAW (SECTION 22-20-5 CODE OF ALABAMA,
1975) AND IS VALID UNTIL PERMIT EXPIRES, IS SUSPENDED OR REVOKED.

10/01/18

Date issued

09/30/19

Expiration Date

Scott Harris, M.D.
State Health Officer

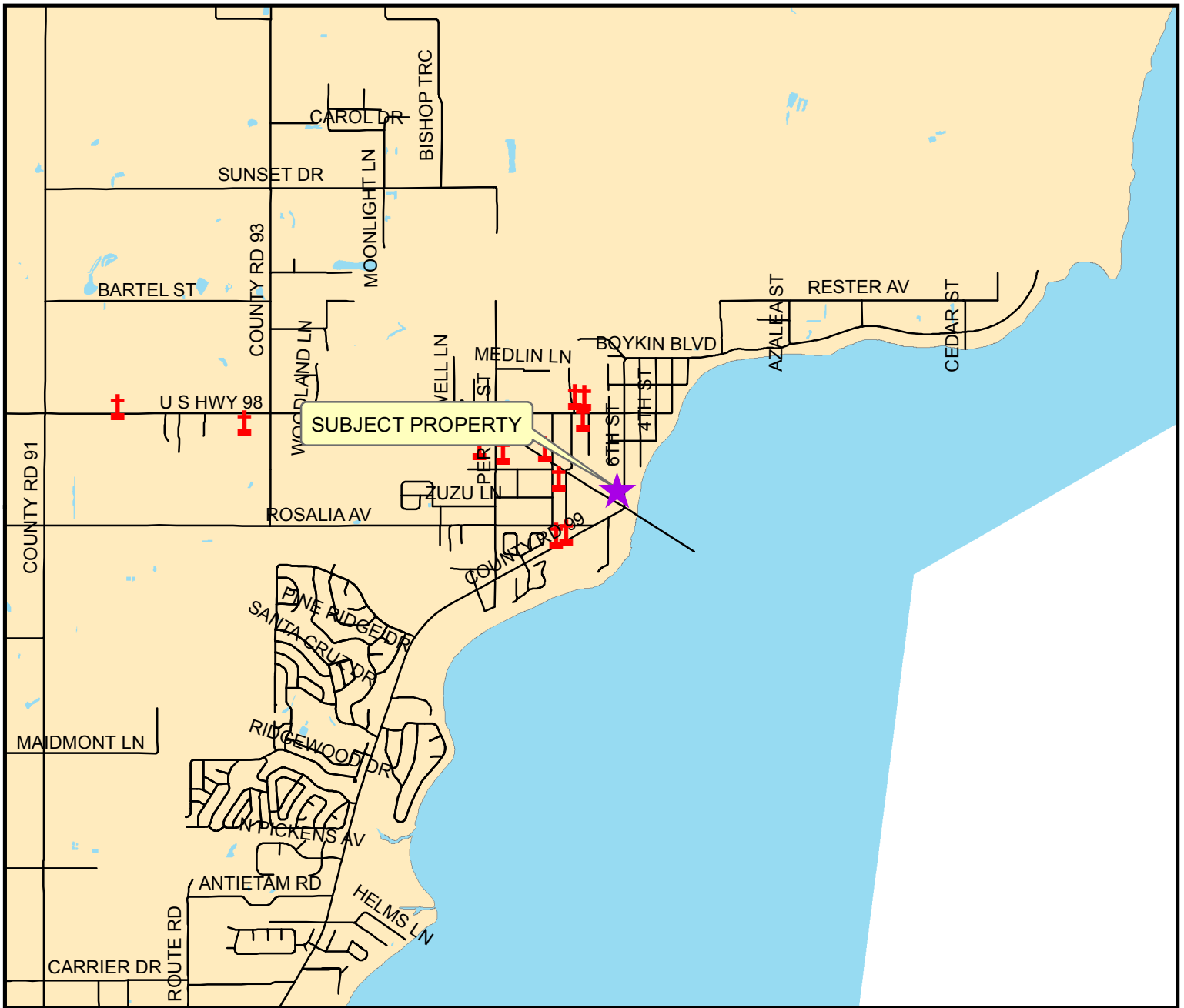
Local or District Health Official

Display for public view - not transferable

ADPH-FLP-102L.10.2017



09/25/2018

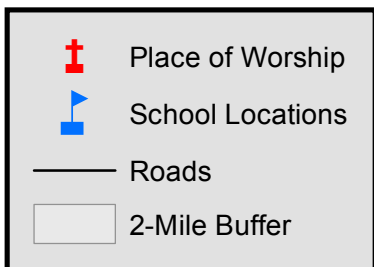


BALDWIN COUNTY COMMISSION
PLANNING AND ZONING DEPARTMENT

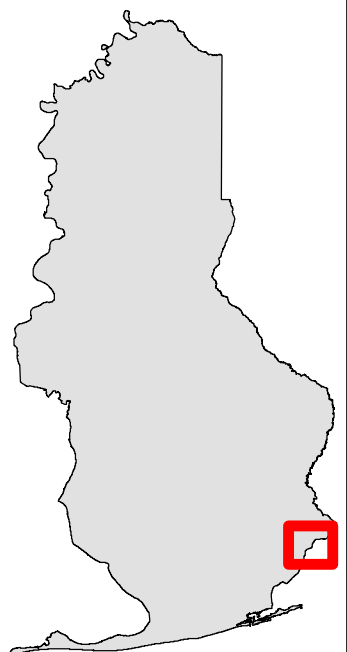


**AMTEL PETROLEUM LLC dba LILLIAN
EXPRESS MART
34531 US HWY 98, LILLIAN, AL 36549
ABC LICENSE**

0 0.5 1 2 Miles








Locator Map



The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.

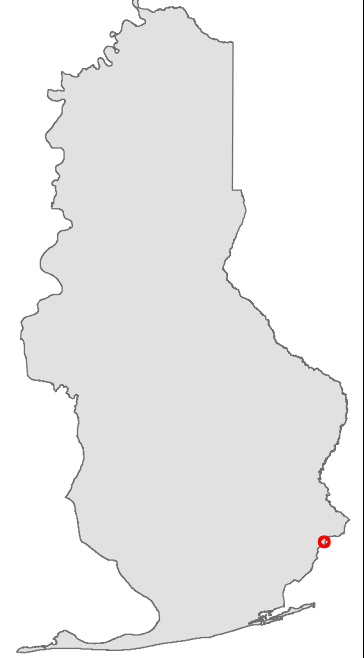


-  Place of Worship
-  School Locations
-  Roads
-  Subject_Property
-  Parcels

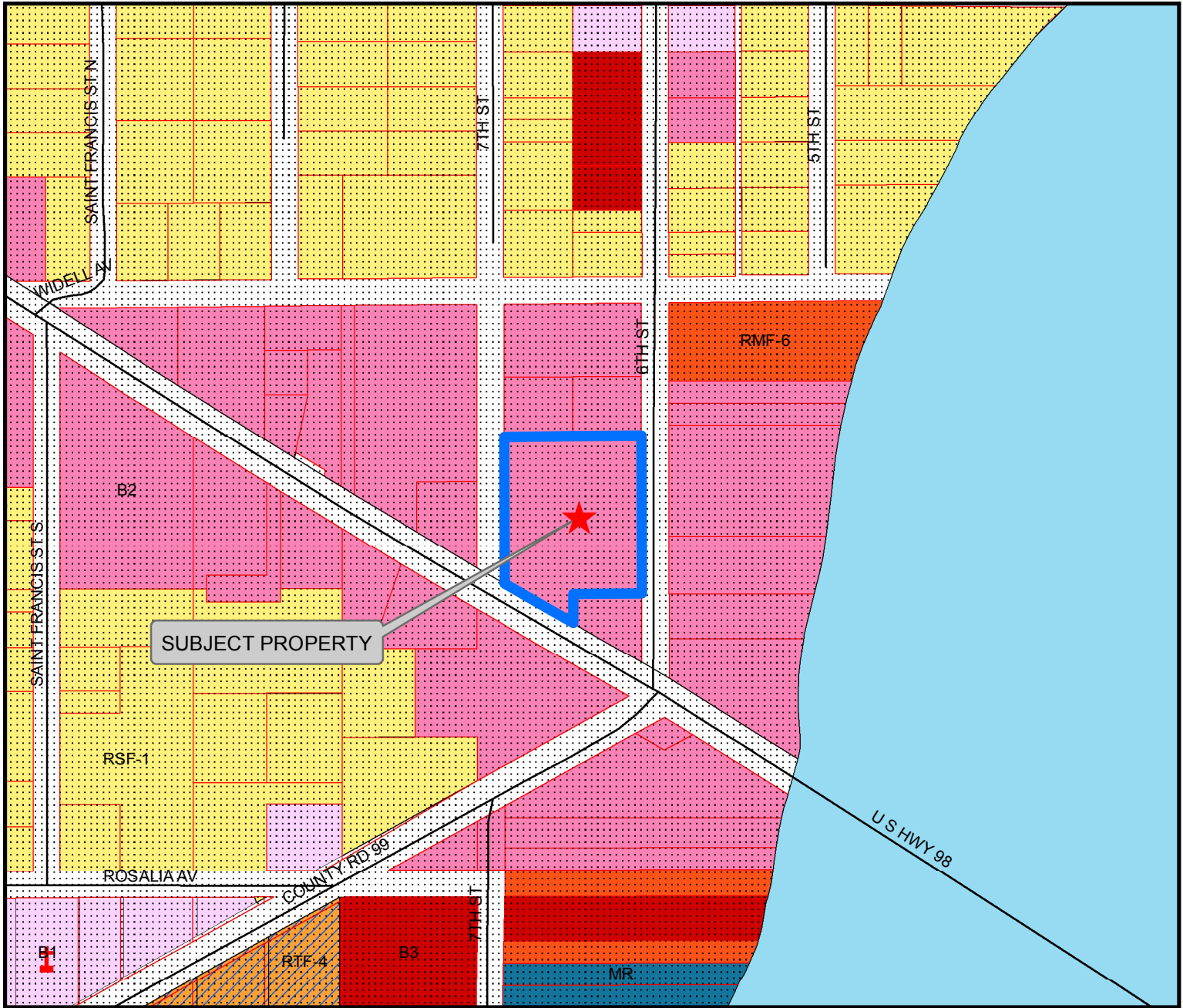
**AMTEL PETROLEUM LLC dba LILLIAN
EXPRESS MART
34531 US HWY 98, LILLIAN, AL 36549
ABC LICENSE**

0 125 250 500 Feet

Locator Map



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BALDWIN COUNTY COMMISSION
PLANNING AND ZONING DEPARTMENT



**AMTEL PETROLEUM LLC dba LILLIAN
EXPRESS MART
34531 US HWY 98, LILLIAN, AL 36549
ABC LICENSE**

0 200 400 800
Feet

Subject_Property	Rural Agricultural District (RA)	Residential Manufactured Housing Park District (RMH)
Place of Worship	Conservation Resource District (CR)	Marine Recreation District (MR)
School Locations	Residential Single Family Estate District (RSF-E)	Outdoor Recreation District (OR)
Unincorporated Baldwin County	Residential Single Family District (RSF-1)	Tourist Resort District (TR)
Roads	Residential Single Family District (RSF-2)	Professional Business District (B-1)
Water	Residential Single Family District (RSF-3)	Neighborhood Business District (B-2)
City Limits	Residential Single Family District (RSF-4)	General Business District (B-3)
Parcels	Residential Two Family District (RTF-4)	Major Commercial District (B-4)
Rural District (RR)	Residential Single Family District (RSF-6)	Light Industrial District (M-1)
	Residential Two Family District (RTF-6)	General Industrial District (M-2)
	Residential Multiple Family District (RMF-6)	

Locator Map



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Limited Power of Attorney

BE IT ACKNOWLEDGED that I, Riten Patel
[REDACTED], the "Principal", do hereby grant a limited
social security number and specific power of attorney to Jigar Mayankbhai Patel of
1956J University Blvd S Suite 266 Mobile, AL 36609 251-644-0401
as my "Attorney-in-Fact".

Said Attorney-in-Fact shall have full power and authority to undertake and perform only the following acts on my behalf:

1. Public Hearing Date for ABC License Case No. LV-18006 – Amtel Petroleum LLC d/b/a Lillian Express Mart
2. _____
3. _____

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein. My Attorney-in-Fact agrees to accept this appointment subject to its terms, and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my Attorney-in-Fact in its discretion deems advisable. This power of attorney is effective upon execution.

This power of attorney may be revoked by any of the following:

(Initial and Check the Box if Applicable)

 ☐ - By the Principal at anytime by authorizing a Revocation.

Ron ☒ - When the above stated one (1) time power or responsibility has been completed.

 ☐ - On the ____ day of _____, 20____.

This power of attorney form shall automatically be revoked upon my death or incapacitation, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my Attorney-in-Fact until in receipt of actual notice of revocation.

Riten Patel

State Law. This Power of Attorney is governed by the laws of the State of

MS & AL.

Signed this 31 day of October, 2018.

Riten Patel

Signature

Riten Jayantibhai Patel

Print Name

ACCEPTANCE OF APPOINTMENT

I, _____, the attorney-in-fact named above, hereby accept appointment as attorney-in-fact in accordance with the foregoing instrument.

Attorney-in-Fact's Signature

Attorney-in-Fact's Printed Name

WITNESSES

We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument as his Power of Attorney in the presence of each of us, that he signed it willingly, that each of us hereby signs this Power of Attorney as witness at the request of the principal and in his presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

Piyush Limbani

Witness Signature

Piyush Limbani

Witness Print Name

Jigna Patel

Witness Signature

Jigna Patel

Witness Print Name

11562 Old Hwy 61 Apt # 3-8

Address

Robinsonville, MS 38664

City, State & Zip Code

4935 Briarton Drive

Address

Southaven, MS 38672

City, State & Zip Code

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF Mississippi
Tunica County, ss.

On this 31 day of October, 2014, before me appeared Riten Patel, as Principal of this Power of Attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that he executed the same as his free act and deed.



Notary Public

My commission expires: June 1, 2020



GULF COAST MEDIA

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

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

LEGAL REP - 251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

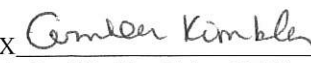
Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin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

10/03/2018, 10/10/2018, 10/17/2018

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, Legal Ad Representative

X 
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 10/17/2018.

RITEN JAYANTI PATEL-- LEGAL ACCO

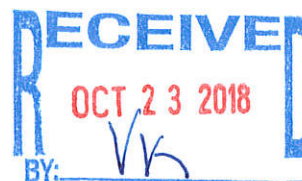
Acct#: 995914

Ad#: 290524

LL: Lillian Express Mart Visa app#826771800896891

Amount of Ad: \$105.00

Legal File# LL: Lillian Exp



LEGAL NOTICE
NOTICE OF PENDING
APPLICATION FOR
APPROVAL OF ISSUANCE
OF ALCOHOLIC LICENSE

Notice is hereby given that Riten Jayanti Patel has requested that the Baldwin County Commission approve the issuance of a 050-Retail Beer (Off Premises Only) & 070- Retail Table Wine (Off Premises Only) Liquor Licenses by the Alabama Alcoholic Beverage Control (ABC) Board and that the 6th day of November, 2018 at 8:30 o'clock AM has been set for the public hearing thereof in the Baldwin County Commission Chambers, Baldwin County Administration Building, as located at 322 Courthouse Square, Bay Minette, Alabama 36507.

The name and exact location of the business being Amtel Petroleum LLC, dba Lillian Express Mart located at 34531 Hwy 98, Lillian, Alabama 36549.

At the public hearing, any interested person may appear at said time and place to be heard either in support of or in opposition to the granting by the Baldwin County Commission of such approval.

October 3-10-17, 2018



Baldwin County Commission

Agenda Action Form

File #: 19-0064, **Version:** 1

Item #: DA2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Ronald J. Cink, County Administrator

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

ITEM TITLE

Case No. LV-18008 - Alcohol License Application for Ahoy RV Resort, LLC d/b/a Ahoy RV Resort

STAFF RECOMMENDATION

Consider the 050 - Retail Beer (Off Premises Only) and 070 - Retail Table Wine (Off Premises Only) license application for Ahoy RV Resort, LLC d/b/a Ahoy RV Resort, located at 13000 Springsteen Lane, Foley, Alabama 36535, and approve the issuance of said licenses by the Alabama Beverage Control (ABC) Board, if the public hearing does not reveal a legitimate reason to deny the application.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff has verified the applicant has a current business license, all sales tax requirements have been satisfied, Health Department approval has been obtained and the Baldwin County Sheriff's Office does not oppose the issuance of this license.

Staff received an email from the applicant on October 31, 2018, clarifying that beer and wine will be sold out of the store in the registration office, which is currently under construction. The applicant wanted to apply for the license before completion of the facility, so they are prepared to sell beer and wine when the registration office opens. Staff confirmed with Baldwin County Building Inspection Department that the applicant is currently in compliance with all building permits and codes.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Will be presented at meeting.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up:
Correspondence to:

State ABC Board:
c/o Ms. Betty Dean
2715 Gunter Park Drive, West
Montgomery, Alabama 36109

Via email only:
Betty.Dean@abc.alabama.gov

Cc: Kelly Lopez, Applicant (via email only - welcome@ahoyrvresort.com)

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

Additional instructions/notes: N/A

From: [Keri Green](#)
To: welcome@ahoyrvresort.com
Cc: betty.dean@abc.alabama.gov; [Joe Ryan](#); [Celena Boykin](#); [Vince Jackson](#); [Ronald Cink](#); [April Wallace](#); [Anu Gary](#); [Keri Green](#); [Miranda N. McKinnon](#); [Monica Taylor](#)
Subject: Public Hearing Date for ABC License Case No. LV-18008 – Ahoy RV Resort, LLC dba Ahoy RV Resort
Date: Thursday, October 4, 2018 9:26:48 AM
Attachments: [Legal Notice Gulf Coast News - 20180206 Revision.doc](#)

INSTRUCTIONS FOR ADVERTISING YOUR PUBLIC HEARING:

1. VERIFY THAT ALL INFORMATION LISTED BELOW IS CORRECT.
2. PRINT OUT THIS EMAIL AND THE ATTACHED LEGAL NOTICE FORMS.
3. FILL OUT THE FORMS AND TAKE THE EMAIL AND THE COMPLETED FORMS WITH YOU TO THE GULF COAST NEWSPAPERS, LOCATED AT 901 MCKENZIE STREET, FOLEY, ALABAMA. TEL (251) 943-2151.
4. THE ADVERTISEMENT(S) MUST BE PUBLISHED AS FOLLOWS:

050-RETAIL BEER (OFF PREMISES ONLY) AND 070-RETAIL TABLE WINE (OFF PREMISES ONLY): **ADVERTISEMENT MUST RUN ONCE PER WEEK FOR THREE CONSECUTIVE WEEKS PRIOR TO PUBLIC HEARING DATE**

Via Email Only: Applicant, Kelly Lopez welcome@ahoyrvresort.com

Case Number:	LV-18008 – Ahoy RV Resort, LLC dba Ahoy RV Resort
Location:	13000 Springsteen Lane, Foley, Alabama 36535
License Type:	050 – Retail Beer (Off Premises Only) 070 – Retail Table Wine (Off Premises Only)
Public Hearing Date:	November 6, 2018

A **Public Hearing** has been established before the Baldwin County Commission for the above referenced License Application(s) on **NOVEMBER 6, 2018**, at **8:30 AM** in the Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507.

If you have questions regarding this public hearing, please contact the Baldwin County Administration Department (Bay Minette Commission Office) at 251-937-0264.

You must obtain and provide an original proof of publication affidavit from the newspaper office to the County Commission Administration Office in Bay Minette on or before the public hearing date. A copy of the affidavit is not sufficient and could delay your application process. Please be aware that you (or an authorized representative) must appear in person for the public hearing.

Thank you,

Keri Green

Administrative Support Specialist III

Baldwin County Commission

312 Courthouse Square, Suite 12

Bay Minette, Alabama 36507

☎ office: 251-937-0267 ☎ fax: 251-580-2500

✉ email: kegreen@baldwincounty.al.gov

[Click here for the Baldwin County Commission Website](#)

Baldwin County Commission
Location Verification Request
Baldwin County Planning and Zoning Department

Main Office Mailing Address
PO Box 220, Silverhill, AL 36576
Phone: (251) 580-1655 Fax: (251) 580-1656

Main Office Physical Address
22070 Hwy 59, Robertsdale, AL 36567
Phone: (251) 580-1655 Fax: (251) 580-1656

Foley Satellite Courthouse
201 East Section Street, Foley, AL 36535
Phone: (251) 972-8523 Fax: (251) 972-8520

Applicant Information	
Name: <u>Christopher W. Lopez</u>	D/B/A: <u>Ahoy RV Resort</u>
Mailing Address: <u>10220 Palao Dr.</u>	
City: <u>Lillian</u>	State: <u>AL</u> Zip code: <u>36549</u>
Telephone: <u>(604) 236-3313</u>	Fax: () - e-mail: <u>juggernaut52468@gmail.com</u>

<input checked="" type="checkbox"/> ABC License Application	Site Information
Business Name: <u>Ahoy RV Resort</u>	
E-911 Address of Site: <u>13000 Springsteen Ln. Foley, AL 36535</u>	
Parcel ID Number: 05- <u>54</u> - <u>05</u> - <u>22</u> - <u>0</u> - <u>00</u> <u>0</u> - <u>00</u> <u>7</u> . <u>00</u> <u>0</u>	
<i>*parcel information must be completed</i>	
Proposed Use: _____	
<small>*Parcel ID number is listed on property tax receipts, or may be obtained from the Baldwin County Revenue Commission at its web site (www.revcomm.co.baldwin.al.us) or by calling (251)937-0245.</small>	

Signature of Applicant Date 8/13/18

☐ City ☒ County

Please be advised that this location verification is for informational purposes only. Specific uses for the zoning classification should be verified through the Baldwin County Zoning Ordinance and associated maps or through consultation with the Planning and Zoning staff at 580-1655.

Office Use Only	
P&Z Verified By: <u>PRogers</u>	Date: <u>8/13/18</u>
Case No. ZV - <u>180484</u>	<input checked="" type="checkbox"/> Unzoned <input type="checkbox"/> Zoned Zoning Classification: _____
<input type="checkbox"/> City Limits: _____	Planning District <u>18</u>
<input type="checkbox"/> Permitted Use <input type="checkbox"/> Not Permitted Use	Fire District: <u>Foley 30</u>
Comments: _____	

BALDWIN COUNTY COMMISSION

CONSENT FOR INSPECTION

I, Kelly Lopez, the owner or authorized agent for the
owner of the premises located at 13000 Springsteen Ln, Foley
AL 36535

do hereby consent to the inspection of said premises and the posting of a public notice
sign, by an employee of the Baldwin County Planning Department, Baldwin County,
Alabama, in conjunction with application for an alcohol license, without further
notice. I understand that the public signs are the property of the Baldwin County
Commission and are only to be removed by an employee of the Baldwin County
Commission.

Dated this 2 day of October, 2018.

[Signature]
Signature of Owner or Authorized Agent

251-233-7250
Telephone number

504-473-6292


OFFICE OF SHERIFF

BALDWIN COUNTY, ALABAMA
SHERIFF HUEY HOSS MACK



310 Hand Avenue
Bay Minette, Alabama 36507
(251) 937-0210
Fax (251) 580-1687

TO: Baldwin County Commission

FROM: Charlie Jones, 
Chief Deputy

DATE: October 3, 2018

SUBJECT: Alcoholic Beverage License
Ahoy RV Resort, LLC
DBA: Ahoy RV Resort
LOCATION: 13000 Springsteen Lane
Foley, AL 36535
Mailing: 10220 Palao Drive
Lillian, AL 36549

APPLICANT: Kelly Ann Lopez

Based on information provided to the Baldwin County Sheriff's Office in the above referenced license application we do not oppose issuance of the license.

CJ/vj

STATE OF ALABAMA

CONTROL NUMBER

051900251

LICENSE NO.
251

County
BALDWIN

ACCOUNT NUMBER
67127 2019

ISSUED TO:

14:15 JBURKET

LICENSE YEAR
2018-2019

AHOY RV RESORT LLC
LOPEZ CHISTOPHER OR KELLY
10220 PALAO DR
LILLIAN AL 36549

DATE ISSUED		
10	2	18
MO	DAY	YR

LICENSE TYPE	
STORE LICENSE	X
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION
AHOY RV RESORT LLC
13000 SPRINGSTEEN LN
FOLEY AL 36535

10 2 2018

EXPIRES

September 30, 2019

RENEW IN OCTOBER

SECTION	BUSINESS TYPE	LICENSE AMOUNT	FEE	PENALTY	CITATION	INTEREST	TOTAL
069	SOFT DRINKS-TAPS, DSP-COUNTY	15.00	1.00				16.00
072	CIGARS, CIGARETTES, ET-COUNTY	3.00	1.00				4.00
315	STORE	1.00	1.00				2.00

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter

State Comptroller

Name of Purchaser

Commissioner of Revenue

TIM RUSSELL

Issuing Authority

Issuing Authority

TOTAL 22.00

MAIL
FEE

TOTAL WITH
MAIL FEE 22.00



STATE OF ALABAMA
DEPARTMENT OF PUBLIC HEALTH
SCOTT HARRIS, M.D., M.P.H. • STATE HEALTH OFFICER

BALDWIN COUNTY HEALTH DEPARTMENT

Date: October 2, 2018

To Whom It May Concern:

Name of Establishment: Ahoy RV Resort
Address: 13000 Springsteen Lane
Foley, AL. 36535

Name of Owner/Operator: Ahoy RV Resort, LLC

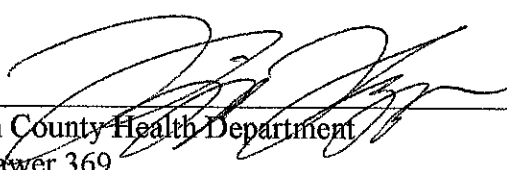
The establishment listed above will only:

- Serve bottle or can beverages to the public.

This establishment will not:

- Use or cut any garnishes for the public.
- Use utensils or equipment that must be washed, rinsed or sanitized.

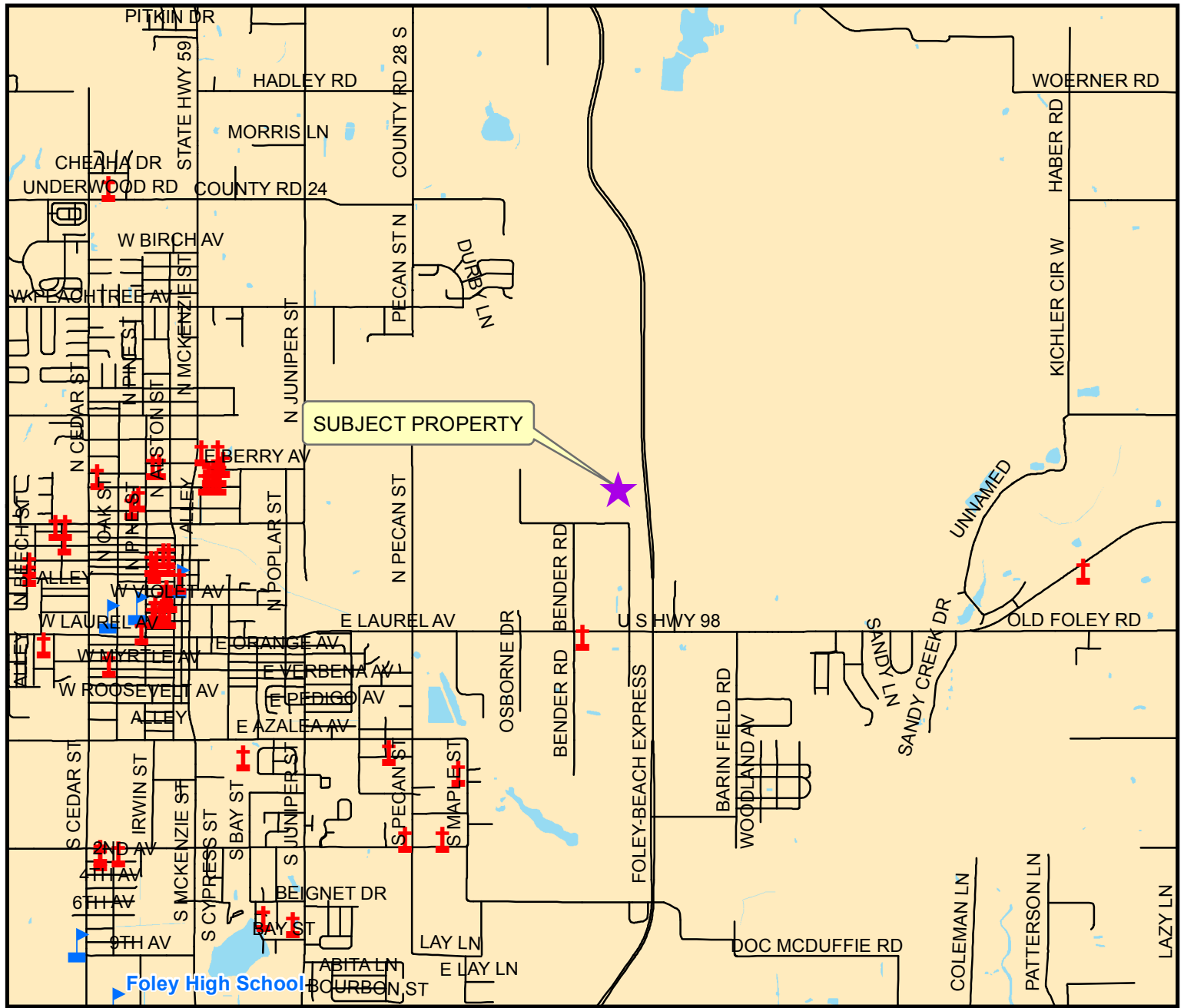
We understand and agree that by operating in this limited capacity mentioned above we will not be required to obtain a food permit from the Baldwin County Health Department. However, if we elect to operate outside these requirements we would contact the Baldwin County Health Department to obtain the proper permit.

Signed 
Baldwin County Health Department
P.O. Drawer 369
Robertsdale, AL. 36567

Kipp Kyzar

ALCOHOL BEVERAGE
LICENSE APPLIED FOR
Case Number
LV-18008
For Information Contact
Baldwin County Commission
Administration Department
(251) 937-0264

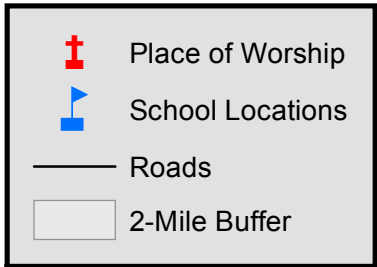
10/09/2018



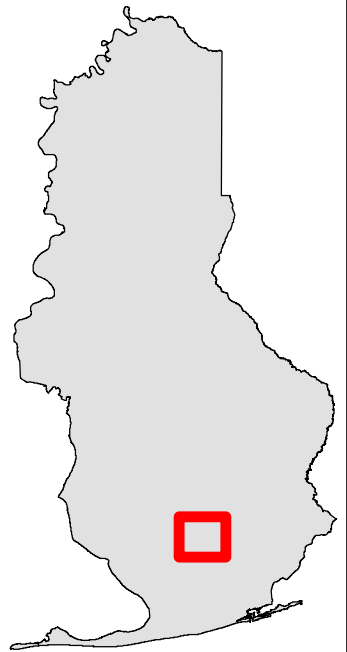
BALDWIN COUNTY COMMISSION
PLANNING AND ZONING DEPARTMENT



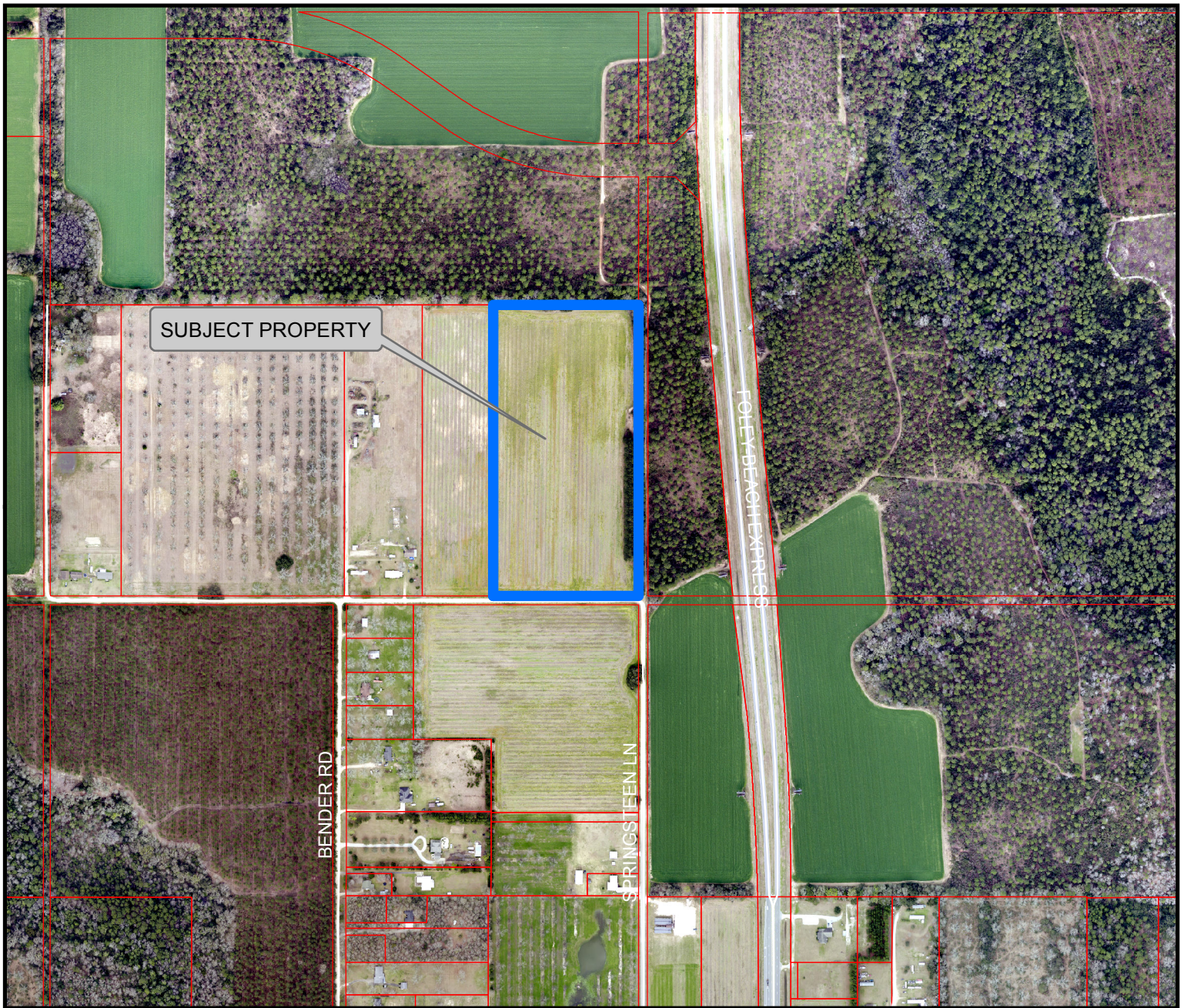
**AHOY RV RESORT, LLC dba AHOY RV
RESORT**
13000 SPRINGSTEEN LANE, FOLEY, AL 36535
ABC LICENSE








Locator Map




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-  Place of Worship
-  School Locations
-  Roads
-  Subject_Property
-  Parcels

AHOY RV RESORT, LLC dba AHOY RV RESORT
13000 SPRINGSTEEN LANE, FOLEY, AL 36535
ABC LICENSE

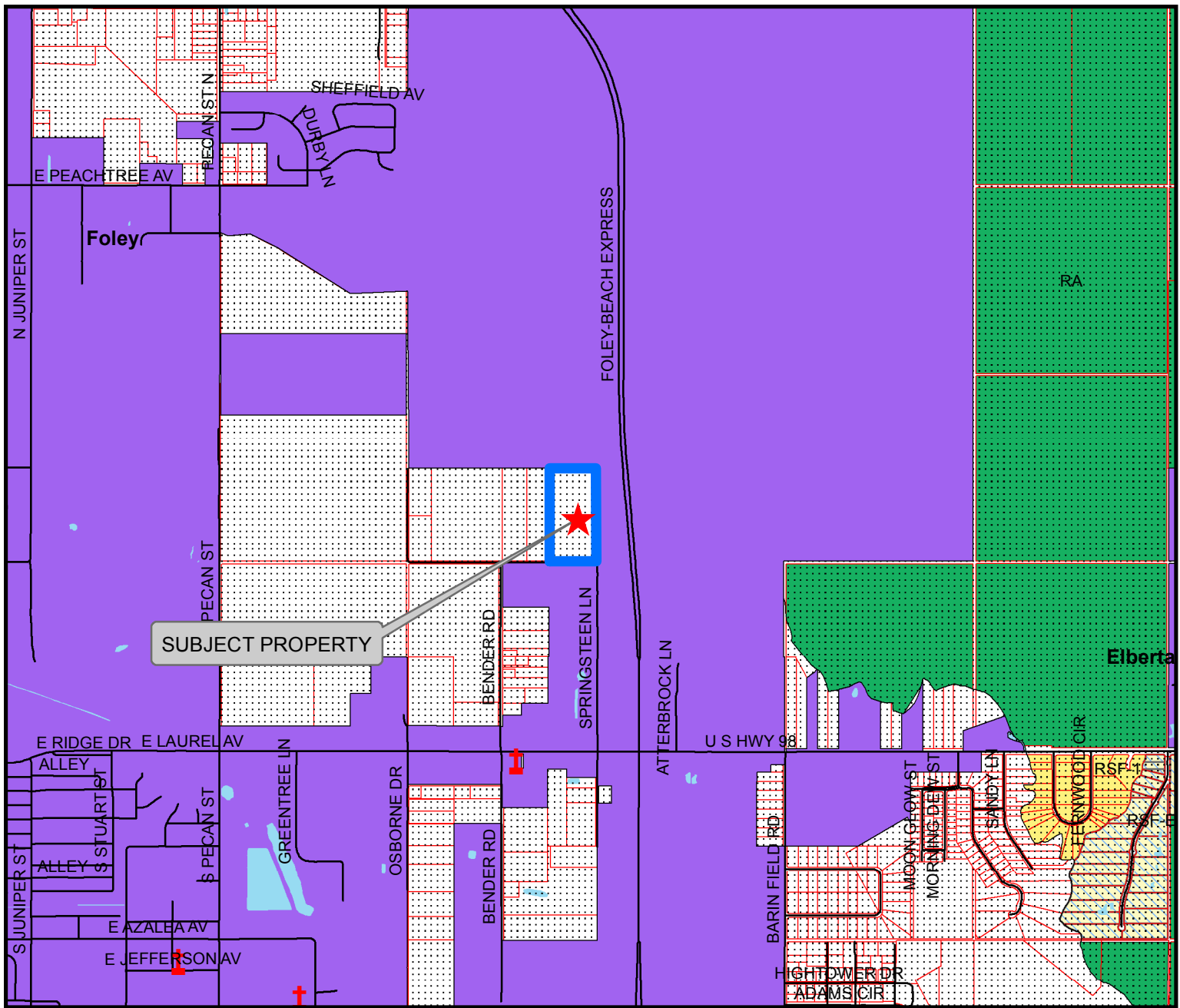
0 500 1,000 2,000 Feet



Locator Map



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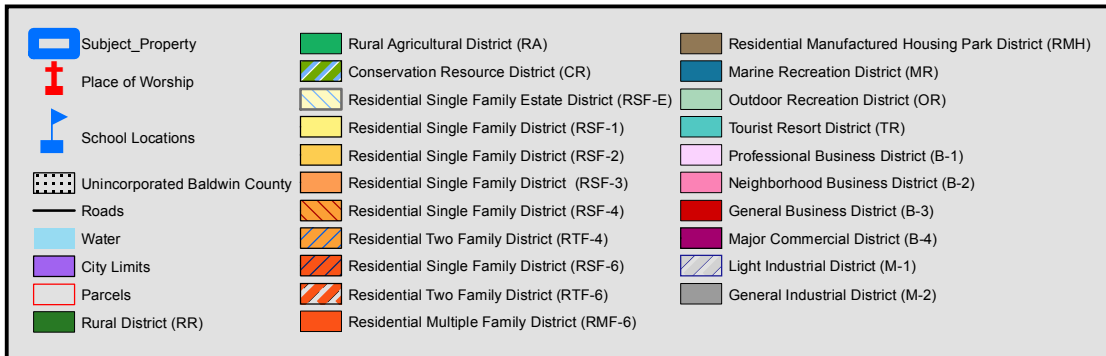


BALDWIN COUNTY COMMISSION
PLANNING AND ZONING DEPARTMENT



**AHOY RV RESORT, LLC dba AHOY RV
RESORT
13000 SPRINGSTEEN LANE, FOLEY, AL 36535
ABC LICENSE**

0 1,250 2,500 5,000
Feet



Locator Map

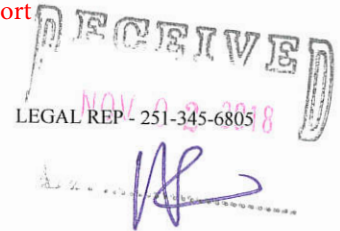


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GULF COAST MEDIA

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

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



PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

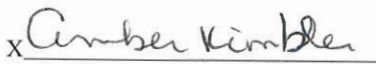
Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin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

10/12/2018, 10/19/2018, 10/26/2018

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, Legal Ad Representative

X 
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 10/26/2018.

KELLY LOPEZ-- (AHOY RV RESORT)-- LEGAL ACCOUNT

Acct#: 995998

Ad#: 290902

LL: Ahoy RV Pd VISA Approval #827661689380092

Amount of Ad: \$105.00

Legal File# LL: Ahoy RV

LEGAL NOTICE
NOTICE OF PENDING
APPLICATION FOR
APPROVAL OF ISSUANCE
OF ALCOHOLIC LICENSE

Notice is hereby given that Kelly Lopez has requested that the Baldwin County Commission approve the issuance of a 050-Retail Beer (Off Premises Only) & 070-Retail Table Wine (Off Premises Only) alcoholic beverage license(s) by the Alabama Alcoholic Beverage Control (ABC) Board and that the 6th day of November, 2018 at 8:30 o'clock AM has been set for the public hearing thereof in the Baldwin County Commission Chambers, Baldwin County Administration Building, as located at 322 Courthouse Square, Bay Minette, Alabama 36507.

The name and exact location of the business being Ahoy RV Resort, LLC dba Ahoy RV Resort located at 13000 Springsteen Lane, Foley, Alabama 36535.

At the public hearing, any interested person may appear at said time and place to be heard either in support of or in opposition to the granting by the Baldwin County Commission of such approval.
October 12-19-26, 2018



Baldwin County Commission

Agenda Action Form

File #: 19-0114, **Version:** 1

Item #: EA1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

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 \$10,095,683.77 (ten million, ninety-five thousand, six hundred eighty-three dollars and seventy-seven 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, \$7,726,810.13 (seven million, seven hundred twenty-six thousand, eight hundred ten dollars and thirteen 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: November 06, 2018

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. Of Education	6,571,034.74	Sales Tax
	1,155,775.39	Use Tax
	88,780.03	Offshore Oil & Gas Annual Distribution
Coastal Alabama Community College	128,917.93	Sales Tax
	13,658.47	Offshore Oil & Gas Annual Distribution
SCS Field Services	335,564.80	Magnolia Landfill Gas Phase 3 Expansion
Petroleum Traders Corporation	220,199.54	Fuel
QCHC of Alabama Inc	135,372.85	Medical Services; Jail
Mobile Asphalt Co LLC	113,691.56	Road Building Materials
Symbol Health Solutions	81,260.39	Medical Services
Administrative Office of Courts	78,923.58	Judicial Employees Salary; 4th Qtr FY18
Ingram Signalization Inc	76,475.00	Traffic Signal; Baldwin Beach/I-10 at CR68
N Baldwin Infirmary	70,156.08	Medical; Inmates
Routematch Software Inc	51,637.90	Software Maintenance; BRATS
Graestone Aggregates LLC	50,951.75	Road Building Materials
Baldwin Youth Services	48,161.06	Sales Tax
TSA Inc	42,966.87	Computer & Supplies
Thompson Tractor Co	37,656.59	Equipment & Repairs
Guardian RFID	31,335.00	Command Center Software; Sheriff's Dept
SouthData Inc	26,866.78	Postage
District Attorney's Office	26,534.16	Sales Tax
Baldwin Cnty Library Cooperative Inc	24,199.50	1st Qtr FY19 Appropriation
Bowie International LLC	24,140.00	Animal Transport Units
Gulf States Distributors	22,240.00	Firearms/Ammunition; Sheriff's Dept
Staples Contract & Commercial Inc	21,441.81	Office Supplies
TOTAL	9,477,941.78	

**Baldwin County Commission
Accounts Payable Payments
November 6, 2018**

Vendor Summary		Totals
1	4IMPRINT INC	2,267.07
2	ACCURATE CONTROL EQUIPMENT	313.90
3	ACTIVE 911 INC	89.25
4	ADAMS AND REESE LLP	6,000.00
5	ADAMS, DAKOTA	14.00
6	ADMINISTRATIVE OFFICE OF COURTS	78,923.58
7	ADT SECURITY SERVICES INC	58.89
8	ADVANTAGE ELEVATOR INSPECTIONS	90.00
9	AIRGAS USA, LLC	862.82
10	AL STATE DEPT OF LABOR	75.00
11	AL STATE DEPT OF REVENUE	5.00
12	ALABAMA AUTO	7,893.00
13	ALABAMA PIPE & SUPPLY CO INC	3,582.00
14	ALABAMA TAX ADMINISTRATION ASSN	625.00
16	ALMAROAD, BENNIE	16.00
17	ALTA POINTE HEALTH SYSTEMS	900.00
18	AMERSON ROOFING INC	1,001.00
19	ANDREWS, LEANN & GREG	14.00
20	ANDREWS, SUSAN R	3,646.99
21	ANGELTRAX	470.82
22	ANIMAL CARE EQUIP & SERVICES	30.39
23	APCO INTERNATIONAL	331.00
24	ARD, EVAN	30.00
25	ARROW MAGNOLIA INTL, INC	220.00
26	ASHBERRY LANDFILL LLC	118.00
27	ASSN OF STATE FLOODPLAIN MANAGERS INC	800.00
28	ATCO MANUFACTURING	312.35
29	AUTO ZONE - FOLEY	39.22
30	AUTO ZONE - ROBERTSDALE	641.95
31	BAKER, DAVID & LAURIE	46.00
32	BALDWIN CNTY BOARD OF EDUCATION	7,815,590.16
33	BALDWIN CNTY GENERAL FUND	714.00
34	BALDWIN CNTY LIBRARY COOPERATIVE INC	24,199.50
35	BALDWIN CNTY SHERIFF'S OFFICE	1,049.75
36	BALDWIN LOCKSMITH LLC	162.50
37	BALDWIN TRACTOR	113.40
38	BALDWIN YOUTH SERVICES	48,161.06
39	BARNETTE, MICHAEL L	14.00
40	BATES, CRYSTAL NICOLE	55.59
41	BAUGHMAN, ANDREW	30.00
42	BAY MINETTE LAND CO	1,000.00
43	BAY MINETTE, CITY OF	5,918.64
44	BAY SIDE RUBBER & PRODUCTS	2,328.82
45	BB&T-CREATIVE PAYMENT SOLUTIONS	142.00
46	BEARD EQUIPMENT CO	8,798.85
47	BEHAVIORAL HEALTH SYSTEMS INC	162.00

**Baldwin County Commission
Accounts Payable Payments
November 6, 2018**

	Vendor Summary	Totals
48	BELL'S HOMETOWN PHARMACY	46.34
49	BENSON'S APPLIANCE CENTER	176.00
50	BETSY ROSS FLAG CO	2,289.16
51	BLACKBURN & CONNER PC	68.00
52	BLASCHAK, CHRISTINE	9.00
53	BLOSSMAN GAS	222.54
54	BOB BARKER CO INC	7,009.65
55	BOCK, MARY	46.00
56	BOUDREAU, DEBRA M & TODD P	8.00
57	BOWIE INTERNATIONAL LLC	24,140.00
58	BOYKIN, CELENA R	93.74
59	BRINK'S INCORPORATED	1,206.34
60	BROWN, MATTHEW S	135.88
61	BUCK, JOEI LANE	28.34
62	BUILDERS HARDWARE & SUPPLY CO	66.96
63	BYE-RITE TRAILER SALES	4,325.00
64	CAMPBELL HARDWARE & SUPPLY CO	248.19
65	CAMPBELL, JODY W	383.33
66	CANDY WOOD, INC	300.00
67	CAPRARA, DANYELL DENISE	250.00
68	CASE, KYLEE & HIGDON, DWAYNE	30.00
69	CDW - GOVERNMENT, INC	5,849.13
70	CED (CONSOLIDATED ELECTRICAL DIST)	280.41
71	CED/ALSTON ELECTRIC SUPPLY	342.33
72	CHUCK STEVENS AUTO INC	125.65
73	CHUCK STEVENS CHEVROLET	444.00
74	CINTAS FIRST AID & SAFETY	143.91
75	CINTAS LOCATION	1,700.00
76	CLAUDIA'S MUD HUT	215.70
77	COASTAL AL COM COLLEGE	142,576.40
78	COASTAL OCCUPATIONAL MEDICINE	325.00
79	COLVIN, DAVID	30.00
80	COMPLETE SAFETY WORKS INC	135.00
81	CONTINENTAL RESEARCH CORP	1,690.00
82	COOPER, DAVID E	48.00
83	COPP, VICTOR H & MARY A	32.00
84	CORE COMPUTING SOLUTIONS INC	1,141.03
85	CORVO, LISA M	16.00
86	COTT, CHELSEA	30.00
87	COWIN EQUIPMENT CO	2,249.98
88	COX, DEANNA VICICH	1,350.00
89	CRAWFORD, THOMAS E	46.00
90	CREECH, KIMBERLY W	664.94
91	CRITTER GITTER PEST CONTROL	125.00
92	CROWLEY, PATRICIA	32.00
93	DADE PAPER & BAG CO	7,340.22

**Baldwin County Commission
Accounts Payable Payments
November 6, 2018**

	Vendor Summary	Totals
94	DANIEL, VIRGIL	16.00
96	DANIELS, DAVID	30.00
97	DAPHNE, CITY OF	15,870.84
98	DAVISON OIL COMPANY INC	1,309.89
99	DEARINGER, JULIE A	14.00
100	DEL CITY	3,218.21
101	DELTA COMPUTER SYSTEMS INC	15,190.00
102	DENHAM, PAM	46.00
103	DENSON, TRACI AGEE	265.00
104	DESROSIERS, CLAUDE J	125.00
105	DISTRICT ATTORNEY'S OFFICE	26,534.16
106	DONNELLY, CARL	30.00
107	DOUGHTY, SUZANNE DEAN	34.00
108	EAST BAY ENGRAVING	408.00
109	EDDY, SUSANN	62.00
110	ELBERTA, TOWN OF	1,102.20
111	ELECTION SYSTEMS & SOFTWARE INC	144.98
112	EMERGENCY SERVICES OF MOBILE	4,443.62
113	EMPIRE TRUCK SALES INC	1,679.64
114	ENSEC ENVIRONMENTAL SECURITY	655.00
115	EQUIPMENT SALES CO	2,267.40
116	ESTATE OF HELENE MASTROVICH	16.00
117	ETOWAH CHEMICAL SALES & SERVICE	198.90
118	EVANS MFG	2,645.48
119	EXPRESS OIL CHANGE -FOLEY	75.48
120	EXPRESS OIL CHANGE -ROBERTSDALE	123.41
121	FAIRCLOTH, CODY	51.00
122	FAIRHOPE, CITY OF	11,276.61
123	FASTENAL	73.76
124	FEDEX	57.48
125	FERGUSON ENTERPRISES INC	96.17
126	FILESAFE LLC	2,175.00
127	FLEETPRIDE	9,577.05
128	FOLEY, CITY OF	10,755.67
129	FRANKLIN, JASON & SHONA	32.00
130	G M STUART INC	14,000.00
131	GABRIEL, DOT	32.00
132	GALLERY, THE	45.00
133	GALL'S LLC	611.00
134	GANEY, BRENDA Q	3,433.34
135	GARNER, LINDA GAIL	3.25
136	GARY, ANU K	185.41
137	GCIS SUPPLY CO/GULF COAST IND SERV SUP	508.10
138	GCR TIRE & SERVICE	16,263.33
139	GILES, ELAINE H	20.71
140	GLOBAL INDUSTRIES INC	5,182.80

**Baldwin County Commission
Accounts Payable Payments
November 6, 2018**

	Vendor Summary	Totals
141	GOODYEAR AUTO SER CTR - EASTERN SHORE	766.80
142	GOODYEAR AUTO SERV CTR - FOLEY	722.92
143	GORDON, REBEKAH	46.00
144	GRAESTONE AGGREGATES, LLC	50,951.75
145	GRAINGER, KIMBERLY D	34.00
146	GRAYBAR ELECTRIC CO INC	811.76
147	GREEN, JERRY R	170.32
148	GREER'S FOOD TIGER	329.59
149	GT DISTRIBUTORS INC	1,002.68
150	GUARDIAN RFID	31,335.00
151	GULF COAST BUILDING SUPPLY-ACE HOME CTR	14.99
152	GULF COAST COMMERCIAL MULTIPLE LISTING	132.00
153	GULF COAST NEWSPAPERS	1,545.12
154	GULF COAST TRUCK & EQUIPMENT CO	3,061.78
155	GULF SHORES, CITY OF	7,167.26
156	GULF STATES DISTRIBUTORS	22,240.00
157	HADLEY, STEVEN	62.00
158	HALL, JIMMY	32.00
159	HART, DALETHA J	133.63
160	HENDERSON, KENDEL DYETT	87.20
161	HENRY SCHEIN ANIMAL HEALTH	257.96
162	HIATT, MICHAEL J & LAUGHTON, MAY	16.00
163	HIGHLAND TECHNICAL SERVICES INC	5,400.00
164	HI-LINE	999.39
165	HILL, HAROLD L	46.00
166	HILL'S PET NUTRITION INC	592.72
167	HOLLAND'S PAINT & BODY	1,969.70
168	HON COMPANY LLC, THE	414.04
169	HOVATER, JEREMY	30.00
170	HUDSON, PAULETTE	44.00
171	HUNTER SECURITY INC	843.74
172	HUNTINGTON, VIRGINA	30.00
173	IDEA SIGNS & GRAPHICS	58.45
174	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	503.00
175	INFIRMARY OCCUPATIONAL HEALTH PC	1,279.00
176	INFORMATION TRANSPORT SOLUTIONS INC	17,395.11
177	INGRAM SIGNALIZATION INC	76,475.00
178	INTERNATIONAL MUNICIPAL SIGNAL ASSN	1,500.00
179	IRWIN, JAMES	30.00
180	J&R SYSTEM INTEGRATION LLC/SECURITY 101	4,948.28
181	JACKSON, HAROLD & GAIL T	56.10
182	JACKSON, JAMES V JR	58.86
183	JANI KING OF MOBILE	1,096.52
184	JAZZY CLEAN JANITORIAL	1,216.02
185	JJM LAND CO, LLC	30.00
186	JOHNNY UNDER PRESSURE LLC	3,085.00

**Baldwin County Commission
Accounts Payable Payments
November 6, 2018**

	Vendor Summary	Totals
187	JUBILEE ACE HOME CENTER	139.55
188	JUMPER, BRADLEY	30.00
189	K & K SYSTEMS INC	6,236.55
190	KAISERCOMM INC	483.00
191	KEEFE SUPPLY CO	300.00
192	KEET CONSULTING SERVICES LLC	13,900.00
193	KENTWOOD SPRINGS WATER	150.39
194	KENWORTH OF ALABAMA	4,501.97
195	KILBY, SUSAN L	34.00
196	KIMBALL MIDWEST	690.74
197	KING, ORIE LEVI	23.00
198	KISS, EDMUND & ILDIKO	32.00
199	LAMBERTH, CYNTHIA R	31.07
200	LETT, PENNY	30.00
201	LILLIAN VETERINARY HOSPITAL	496.00
202	LITTLE BITTY'S TOWING LLC	230.00
203	LONG, MARY M	27.25
204	LONG'S HUMAN RESOURCE SERVICE	10,361.94
205	LOWE'S - DAPHNE	894.23
206	LOWE'S - FOLEY	1,004.29
207	LOXLEY CWC GENERAL FUND	8,820.00
208	LOXLEY FURNITURE UPHOLSTERY	224.95
209	LOXLEY, TOWN OF	1,200.80
210	LUDKE, BENJAMIN S	16.00
211	LYLE MACHINERY CO	2,476.84
212	MAC'S AUTOGLASS LLC	490.00
213	MADISON, ROBERT T	209.00
214	MAGNOLIA BY THE GULF SMALL CLINIC	5,152.96
215	MAGNOLIA SPRINGS, TOWN OF	531.97
216	MAIL SOLUTIONS	330.85
217	MANAGEFORCE CORPORATION	6,225.00
218	MASON, DEAN & TRACI	78.00
219	MATHES OF ALABAMA	117.96
220	MATTHEW BENDER	280.18
221	McGRIFF TIRE CO INC	2,515.81
222	MCKINNEY PETROLEUM EQT INC	1,398.79
223	MCLEOD, DANA M	16.00
224	MCPHERSON OIL CO INC/DBA FUELMAN	6,379.19
225	MERCHANTS FOODSERVICE	33.78
226	METALS USA	1,620.00
227	MILLER, HANNA	32.00
228	MILLER, MACHALE A	16.00
229	MINGLEDORFF'S INC	308.27
230	MOBILE ASPHALT CO LLC	113,691.56
231	MOBILE BAY AREA VETERANS DAY COMMISSION	5,000.00
232	MOBILE BAY OVERHEAD DOOR INC	764.45

**Baldwin County Commission
Accounts Payable Payments
November 6, 2018**

	Vendor Summary	Totals
233	MOBILE BAY REPORTING, INC	300.00
234	MOBILE PRESS REGISTER	2,019.33
235	MOMAR INC	264.54
236	MORROW, JAMES D	16.00
237	MOTT MACDONALD CONSULTANTS INC	348.60
238	MOYER FORD SALES INC	893.67
239	MPH INDUSTRIES	19,140.00
240	MWI ANIMAL HEALTH	174.57
241	NAVIGATION ELECTRONICS INC	995.00
242	NEEL-SCHAFFER INC	1,923.53
243	NEOPOST USA INC	3,762.72
244	NORTH BALDWIN INFIRMARY	70,156.08
245	NOTARY PUBLIC UNDERWRITERS	125.50
246	OCV, LLC	3,480.00
247	ODOM, BILLY	16.00
248	ODOM, ZYCHEUS	46.00
249	OEC	340.23
250	OFFICE PRIDE	1,380.00
251	ORANGE BEACH, CITY OF	4,003.39
252	O'REILLY AUTO PARTS-FIRST CALL R'DALE	5,730.25
253	OTTS, DANIEL	31.00
254	OUTLAW, HARRIET	436.00
255	PACE ANALYTICAL SERVICES LLC	145.57
256	PACER SERVICE CENTER	24.30
257	PAM'S EMBROIDERY & SEWING	1,734.00
258	PARDUE, CANDY	30.00
259	PARKER'S FLORIST	71.00
260	PARSONS, COURTNEY	30.00
261	PASTPERFECT SOFTWARE	360.00
262	PEACHES'N CLEAN	329.00
263	PERDIDO BEACH, TOWN OF	427.49
264	PEREGRINE SERVICES INC	6,810.72
265	PETERSON, PHILLIP JAMES	97.00
266	PETROLEUM TRADERS CORPORATION	220,199.54
267	PHILLIPS, LONA W	16.00
268	PICKERN, ASHLYN B	48.00
269	PIGGLY WIGGLY - BAY MINETTE	372.30
270	PIGGLY WIGGLY - FOLEY	891.00
271	PIGGLY WIGGLY - LOXLEY	938.25
272	PINE REST FUNERAL HOME	1,925.00
273	PINNACLE NETWORKX	259.00
274	PNC BANK	1,238.89
275	POHLMAN, DAVID L & SABRINA	32.00
276	PONY EXPRESS	589.00
277	PORTER, CLYDE & ANN	37.00
278	POSTMARK INK	633.92

Baldwin County Commission
Accounts Payable Payments
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	Vendor Summary	Totals
279	POWER SYSTEMS OF MS	575.00
280	PRECISION AUTO GLASS	263.95
281	PRINT SHOP, THE	1,005.50
282	PRO-CHEM INC	1,772.60
283	PUGH, PAMELA M	58.86
284	PUHEK, MICHAEL G	46.00
285	PURDON, RONALD LEE	14.00
286	QCHC INC	135,372.85
287	QUEST DIAGNOSTICS	367.79
288	RACINE'S FEED GARDEN & SUPPLY INC	289.50
289	REDLIN, KURT M & WENDY L	16.00
290	RIGHTER, DEREK	46.00
291	RIZZO, TRACI	46.00
292	ROBERTSDALE ANIMAL CLINIC	454.20
293	ROBERTSDALE AUTO PARTS INC	2,450.65
294	ROBERTSDALE POWER EQUIPMENT	175.64
295	ROBERTSDALE, CITY OF	3,881.99
296	ROTO-ROOTER	370.37
297	ROUTEMATCH SOFTWARE INC	51,637.90
298	RUFFIN, LORI G	247.50
299	RUSSELL, DEBORAH P	14.00
300	SALMON, JENNIFER	91.65
301	SANDERS, LILAH W	21.00
302	SANDS TECH AV LLC	1,200.00
303	SANGSTER, LISA O	32.00
304	SAVELL, JERALD H	150.00
305	SCHUMAKER, SHERRY & VASKO, JOHN	16.00
306	SCOGGIN, STEVE V	14.00
307	SCS FIELD SERVICES	335,564.80
308	SECTION 18 TRANSPORTATION FUND	4,971.00
309	SHARP ELECTRONICS CORPORATION	19,458.99
310	SHARP, MICHAEL W	97.00
311	SHELTON, KATHY	30.00
312	SHEPHERD, JAMES	30.00
313	SILVERHILL, TOWN OF	519.46
314	SIMMONS, ANDREW M	32.00
315	SIS INDUSTRIAL SERVICE	1,163.75
316	SISLAK, SARAH HART	229.73
317	SMITH, CHARLOTTE K	308.00
318	SMITH, JODIE M	266.51
319	SOFTWARE HOUSE INT dba SHI	332.99
320	SOUTH ALABAMA REGIONAL	959.85
321	SOUTH BALDWIN REGIONAL MEDICAL CENTER	747.00
322	SOUTHDATA INC	26,866.78
323	SOUTHEASTERN EQUIPMENT CO	441.41
324	SOUTHERN CHEVROLET-OLDS-GEO	2,801.28

Baldwin County Commission
Accounts Payable Payments
November 6, 2018

	Vendor Summary	Totals
325	SOUTHERN DISTRIBUTION OF MOBILE	714.85
326	SOUTHERN FIRE & SAFETY INC	1,379.50
327	SPANISH FORT, CITY OF	5,001.85
328	SPEAKSPACE LLC	153.30
329	STANTEC CONSULTING SERVICES INC	14,564.00
330	STAPLES CONTRACT & COMMERCIAL, INC.	21,441.81
331	STAR SERVICE INC OF MOBILE	2,559.00
332	STEINER, RUSSELL	30.00
333	STOCKTON EQUIPMENT CO	613.50
334	STONE GRANADE & CROSBY PC	5,028.74
335	STRINGER, FRED IV	46.00
336	STUCKAS, RYAN & AMY	80.00
337	SUMMERDALE, TOWN OF	634.24
338	SUNSOUTH LLC	1,300.49
339	SWANSON, TRAVIS	62.00
340	SWEAT TIRE - BAY MINETTE	235.98
341	SWEAT TIRE - ROBERTSDALE	765.60
342	SYMBOL HEALTH SOLUTIONS LLC	81,260.39
343	TAYLOR, MONICA E	23.00
344	TAYLOR'S TOWING	200.00
345	TEAM ONE COMM	510.00
346	TESSCO	1,187.34
347	THOMPSON TRACTOR CO	37,656.59
348	TILL, CYNTHIA L	75.00
349	TOMEI, LISA	32.00
350	TONY'S TOWING INC	1,218.75
351	TRANE-MOBILE PARTS CENTER	15,258.10
352	TRUCK EQUIPMENT SALES INC	254.26
353	TSA INC	42,966.87
354	TWO-WAY COMMUNICATIONS INC	5,583.33
355	ULINE INC	685.43
356	UNITED STATES MINERAL PRODUCTS CO	610.07
357	UNIV AUBURN-GOVERNMENTAL SERVICES	300.00
358	URGENT CARE OF BAY MINETTE	90.00
359	USA MEDICAL CENTER	1,798.56
360	VAN SCOYOC ASSOCIATES	9,500.00
361	VICKREY, JOIE L	111.18
362	VULCAN MATERIALS CO	11,863.77
363	VULCAN SIGNS	12,074.92
364	W H THOMAS OIL CO INC	6,113.06
365	W W GRAINGER	10,968.41
366	WADDLE, EVELYN M	34.00
367	WAL-MART SUPERCENTER	233.92
368	WALZ, BRENDA J	258.77
369	WARCHOL, HANNAH & DAVID	30.00
370	WARNER, GLEN M JR	14.00

**Baldwin County Commission
Accounts Payable Payments
November 6, 2018**

	Vendor Summary	Totals
371	WASTE PRO OF FLORIDA	197.88
372	WATKINS, ASHLEY	30.00
373	WATKINS, MARY	30.00
374	WATTERS, MARY E	45.78
375	WESCO - FOLEY	84.29
376	WESCO DISTRIBUTION - MOBILE	3,454.30
377	WEST GROUP PAYMENT CENTER	204.75
378	WEST, KAREN D	383.05
379	WHITLOW, JOSEPH & LINDA	30.00
380	WILEY SERVICES	6,880.00
381	WILKERSON, STEVEN J	62.00
382	WILKERSON, WAYDE A	451.13
383	WILSON'S SERVICE CENTER	185.00
384	WIMBERLEY, LACEY	14.00
385	WITTICHEN SUPPLY	170.00
386	WOOD ENVIRONMENT & INFRASTRUCTURE	2,535.46
387	WOOD FRUITTICHER GROCERY CO INC	1,564.26
388	WRIGHT, ANTHONY	45.00
389	WRIGHT, REBEKAH	30.00
390	WRIGHTS MOTOR PARTS INC	669.00
391	YOCUM, BRAD	14.00
392	YOUTH ADVOCATE PROGRAM INC	14,689.40
393	ZACK LONG DIRT PIT	5,848.50
394	ZEP MANUFACTURING COMPANY	964.91
	Grand Total	10,095,683.77

Supplier					Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
8723	TAYLOR, MONICA E	251 4231888	00001	23.00				23.00
10045	ALABAMA AUTO - DAPHNE	251 6260002	00001	7,893.00				7,893.00
10225	UNIV AUBURN-GOVERNMENTAL SERVICES R	8444782/HALEYCT	00001	300.00				300.00
14084	BOB BARKER CO INC - PO'S		00001	6,732.12	107.25-			6,839.37
14101	BALDWIN CNTY LIBRARY COOPERATI		00001	24,199.50				24,199.50
14132	BALDWIN YOUTH SERVICES		00001	48,161.06	5,000.00-			53,161.06
14358	BETSY ROSS FLAG CO	251 5402246	00001	2,289.16				2,289.16
14534	BALDWIN LOCKSMITH LLC *	251 9434291	00001	162.50				162.50
19009	CAMPBELL HARDWARE & SUPPLY CO	251 9472291	00001	2.36				2.36
19031	ROBERTSDALE, CITY OF		00001	3,881.99				3,881.99
19049	FOLEY, CITY OF		00001	10,755.67				10,755.67
19144	GULF SHORES, CITY OF		00001	7,167.26				7,167.26
19244	BAY MINETTE, CITY OF		00001	5,918.64				5,918.64
19267	DAPHNE, CITY OF		00001	15,870.84				15,870.84
19295	ORANGE BEACH, CITY OF		00001	4,003.39				4,003.39
21127	DISTRICT ATTORNEY'S OFFICE		00001	26,534.16				26,534.16
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00001	11,970.00				11,970.00
25040	COASTAL AL COM COLLEGE (FAULKN		00001	142,576.40				142,576.40
27012	GRAYBAR ELECTRIC CO INC **	251 6666600**	00001	811.76				811.76
27022	GULF COAST NEWSPAPERS		00001	1,545.12				1,545.12
27181	GULF STATES DISTRIBUTORS	800 2237869	00001	22,240.00				22,240.00
27263	GALL'S LLC	800 4777766	00001	611.00				611.00
27273	GT DISTRIBUTORS INC	800 2418950	00001	1,002.68				1,002.68
27671	SPANISH FORT, CITY OF	251 6264884	00001	5,001.85				5,001.85
32419	HUNTER SECURITY INC	251 6265112	00001	818.74				818.74
40019	MOYER FORD SALES INC	334 9431661	00001	377.84				377.84
40026	NORTH BALDWIN INFIRMARY		00001	70,048.08				70,048.08
40033	MOBILE PRESS REGISTER (ADS)		00001	997.37				997.37
40569	NOTARY PUBLIC UNDERWRITERS		00001	125.50				125.50
40589	MOBILE ASPHALT CO LLC	251 4080770	00001	1,646.62				1,646.62
41646	FEDEX		00001	57.48				57.48
43003	OEC	800 759-3368	00001	327.66				327.66
48258	PRO-CHEM INC		00001	1,095.10				1,095.10
49381	MPH INDUSTRIES **	1-800-835-0690	00001	19,140.00				19,140.00
51005	ELECTION SYSTEMS & SOFTWARE IN	800 2924679	00001	144.98				144.98
51288	ROTO-ROOTER		00001	370.37				370.37
54464	SOUTHERN CHEVROLET-OLDS-GEO		00001	85.57				85.57
57202	SUMMERDALE, TOWN OF		00001	634.24				634.24
57203	ELBERTA, TOWN OF		00001	1,102.20				1,102.20

Baldwin County Commission
Open A/P Summary Report

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As Of 10/31/2018

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
57277	TESSCO - PO	410 4727000	00001	1,187.34			1,187.34
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00001	5,583.33			5,583.33
57327	TONY'S TOWING INC	251 9287334	00001	350.00			350.00
61621	G M STUART INC		00001	14,000.00			14,000.00
64397	LONG'S HUMAN RESOURCE SERVICE		00001	7,783.64			7,783.64
64733	SMITH, JODIE M	251 9375039	00001	266.51			266.51
65091	STONE GRANADE & CROSBY PC		00001	5,028.74			5,028.74
65824	ASSN OF STATE FLOODPLAIN MANAG		00001	800.00			800.00
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00001	141.38			141.38
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00001	3,264.94			3,264.94
66029	WEST GROUP PAYMENT CENTER**	612 6877000	00001	204.75			204.75
66057	USA MEDICAL CENTER		00001	1,798.56			1,798.56
66290	WILSON'S SERVICE CENTER		00001	185.00			185.00
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00001	1,379.50			1,379.50
74317	PEACHES'N CLEAN	251 621-0066	00001	329.00			329.00
78158	BENSON'S APPLIANCE CENTER	9435096	00001	132.00			132.00
83782	GREER'S FOOD TIGER #34		00001	329.59			329.59
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	2,055.58			2,055.58
87716	LOWE'S FOLEY - 057700034	9705307	00001	765.56	1.00-		766.56
94932	EXPRESS OIL CHANGE -FOLEY	251 9437524	00001	37.74			37.74
98634	MCPHERSON OIL CO INC/DBA FUELMA\$00	2398882	00001	2,928.59			2,928.59
99320	INFIRMARY OCCUPATIONAL HEALTH#34	4333781	00001	1,000.00			1,000.00
100394	APCO INTERNATIONAL - PO'S	386 322 2500	00001	331.00			331.00
100562	FILESAFE LLC		00001	2,175.00			2,175.00
101135	MOMAR INC - PO'S	251 4223496	00001	264.54			264.54
101717	BRINK'S INCORPORATED		00001	1,206.34			1,206.34
101899	KEEFE SUPPLY CO	800 3928381	00001	300.00			300.00
102040	GILES, ELAINE H	251 9646627	00001	20.71			20.71
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	4,477.40			4,477.40
104926	JACKSON, JAMES V JR	251 5804543	00001	58.86			58.86
105435	CINTAS FIRST AID & SAFETY	251 4437301	00001	36.89			36.89
107220	KEET CONSULTING SERVICES LLC	205 6209843	00001	12,600.00			12,600.00
109891	BOYKIN, CELENA R	251 7474193	00001	93.74			93.74
111974	CAMPBELL, JODY W		00001	383.33			383.33
112416	ULINE INC	800 2955510	00001	685.43			685.43
113064	PACER SERVICE CENTER	800 6766856	00001	24.30			24.30
114112	PINE REST FUNERAL HOME		00001	1,925.00			1,925.00
115852	DADE PAPER & BAG CO	251 9641500	00001	4,972.72	61.57-		5,034.29
116311	CED (CONSOLIDATED ELECTRICAL D		00001	280.41			280.41
116847	GARY, ANU K	251 9867766	00001	185.41			185.41

Supplier						Aging		
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
117321	DESROSIERS, CLAUDE J	251 9657505	00001	125.00				125.00
118412	HART, DALETHA J	251 9471026	00001	133.63				133.63
118519	WALZ, BRENDA J	251 5804819	00001	258.77				258.77
120846	FAIRHOPE, CITY OF *		00001	11,276.61				11,276.61
121216	PEREGRINE SERVICES INC	318 3254762	00001	6,810.72				6,810.72
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00001	332.99				332.99
123537	CREECH, KIMBERLY W	251 9881744	00001	664.94				664.94
123924	LOXLEY, TOWN OF (MISC.)		00001	1,200.80				1,200.80
123932	SILVERHILL, TOWN OF (MISC.)		00001	519.46				519.46
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00001	33.49				33.49
133938	AL STATE DEPT OF LABOR	334 2423460	00001	75.00				75.00
134332	MAGNOLIA SPRINGS, TOWN OF		00001	531.97				531.97
135466	VAN SCOYOC ASSOCIATES	202 6381950	00001	9,500.00				9,500.00
139782	INDUSTRIAL/ORGANIZATIONAL SOL	888 784.1290	00001	503.00				503.00
140142	VICKREY, JOIE L	251 6565792	00001	111.18				111.18
142551	FERGUSON ENTERPRISES INC - DAP	251 6212147	00001	43.50				43.50
143790	EAST BAY ENGRAVING	251 9281770	00001	15.00				15.00
144670	GREEN, JERRY R	251 6220259	00001	170.32				170.32
145787	TILL, CYNTHIA L	251 9555444	00001	75.00				75.00
147221	DEL CITY - WISCONSIN	800 6544757	00001	3,218.21				3,218.21
148734	AIRGAS USA, LLC - PO'S		00001	56.00				56.00
148881	ANDREWS, SUSAN R	850 639-3751	00001	2,253.10				2,253.10
148890	LITTLE BITTY'S TOWING LLC	2519438908	00001	230.00				230.00
150287	BAY MINETTE LAND CO		00001	1,000.00				1,000.00
152266	LONG, MARY M	251 7529005	00001	27.25				27.25
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIB	00001	1,521.30				1,521.30
	SON							
154472	MOBILE BAY AREA VETERANS DAY C		00001	5,000.00				5,000.00
155011	KAISERCOMM INC	866 6237694	00001	483.00				483.00
156363	PINNACLE NETWORX	334 4722007	00001	259.00				259.00
157294	ADAMS AND REESE LLP	504 5813234	00001	6,000.00				6,000.00
158051	4IMPRINT INC	877 4467746	00001	1,998.79				1,998.79
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	15,258.10				15,258.10
159556	FASTENAL - SUMMERDALE	9476002	00001	73.76				73.76
160805	PERDIDO BEACH, TOWN OF		00001	427.49				427.49
166975	TSA INC	205 7339111	00001	18,514.86				18,514.86
169771	BLACKBURN & CONNER PC		00001	68.00				68.00
170384	CED/ALSTON ELECTRIC SUPPLY	251 9431502	00001	321.52				321.52
170536	SOUTHDATA INC *	251 3437616	00001	20,233.42				20,233.42
170835	WILKERSON, WAYDE A	251 2282089	00001	451.13				451.13

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
173454	TAYLOR'S TOWING	251 5800376	00001	200.00			200.00
174473	WASTE PRO OF FLORIDA	850 4740800	00001	197.88			197.88
174713	PAM'S EMBROIDERY & SEWING	251 9371393	00001	1,734.00			1,734.00
180091	WILEY SERVICES	251 626 4057	00001	6,880.00			6,880.00
180302	ASHBERRY LANDFILL LLC	334 493 1250	00001	118.00			118.00
180505	CHUCK STEVENS CHEVROLET	251 937 1500	00001	444.00			444.00
180990	NEOPOST USA INC		00001	2,170.59			2,170.59
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00001	215,007.12			215,007.12
181185	MAIL SOLUTIONS	251 232 9478	00001	330.85			330.85
181237	PNC BANK	251 937-1207	00001	1,238.89			1,238.89
181386	BATES, CRYSTAL NICOLE	251 2133890	00001	55.59			55.59
181427	SPEAKSPACE LLC		00001	153.30			153.30
181489	COASTAL OCCUPATIONAL MEDICINE		00001	140.00			140.00
181512	URGENT CARE OF BAY MINETTE		00001	90.00			90.00
181563	ENSEC ENVIRONMENTAL SECURITY		00001	655.00			655.00
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	4,275.08	4.01-		4,279.09
181787	SHARP ELECTRONICS CORPORATION		00001	12,823.09			12,823.09
181852	ALTA POINTE HEALTH SYSTEMS	251 450 5901	00001	900.00			900.00
181922	EMERGENCY SERVICES OF MOBILE	877 248-4846	00001	4,443.62			4,443.62
182050	PUGH, PAMELA M	251 2755554	00001	58.86			58.86
182227	ACTIVE 911 INC		00001	89.25			89.25
182229	INFORMATION TRANSPORT SOLUTION		00001	13,325.00			13,325.00
182307	OCV, LLC	334 246 5341	00001	3,480.00			3,480.00
182993	LAMBERTH, CYNTHIA R	251 937-5019	00001	31.07			31.07
183041	MANAGEFORCE CORPORATION	630 592 8727	00001	6,225.00			6,225.00
184294	PRINT SHOP, THE	251 937 1772	00001	360.00			360.00
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00001	170.00			170.00
184923	BUCK, JOEI LANE	251 580-0033	00001	28.34			28.34
185084	POWER SYSTEMS OF MS	228 818 8315	00001	575.00			575.00
185252	AUTO ZONE - ROBERTSDALE BCC		00001	579.97			579.97
185351	HOLLAND'S PAINT & BODY		00001	1,969.70			1,969.70
185396	MAC'S AUTOGLASS LLC	251 228 2744	00001	490.00			490.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	13,778.76	686.38-		14,465.14
185961	ADVANTAGE ELEVATOR INSPECTION	850 748-5526	00001	90.00			90.00
186326	QCHC INC		00001	135,372.85			135,372.85
187112	QUEST DIAGNOSTICS		00001	367.79			367.79
187264	SANDS TECH AV LLC		00001	1,200.00			1,200.00
187482	JOHNNY UNDER PRESSURE LLC	850 530 8763	00001	1,600.00			1,600.00
187624	IDEA SIGNS & GRAPHICS	251 929 4055	00001	58.45			58.45
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00001	1,320.00			1,320.00

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Supplier				Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
188260	GUARDIAN RFID	612 382 1355	00001	31,335.00				31,335.00
188897	STAR SERVICE INC OF MOBILE		00001	2,559.00				2,559.00
189010	MADISON, ROBERT T	251 752-7910	00001	209.00				209.00
189057	TEAM ONE COMM - MOBILE		00001	510.00				510.00
189146	WRIGHT, ANTHONY (SURFACE SOLUT		00001	45.00				45.00
189497	MAGNOLIA BY THE GULF SMALL CLI		00001	5,152.96				5,152.96
189537	WEST. KAREN D (R)		00001	383.05				383.05
189555	UNITED STATES MINERAL PRODUCTS		00001	610.07				610.07
	General Fund		00001	1,109,805.48	5,860.21-			1,115,665.69
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00103	7.48				7.48
	County Transportation Fund		00103	7.48				7.48
57053	GALLERY, THE	9375103	00104	45.00				45.00
166975	TSA INC	205 7339111	00104	3,192.00				3,192.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00104	50.38	35.60-			85.98
	Legislative Del Off Fund		00104	3,287.38	35.60-			3,322.98
14084	BOB BARKER CO INC - PO'S		00105	277.53				277.53
79100	CONTINENTAL RESEARCH CORP	800 7294578	00105	1,690.00				1,690.00
85307	WAL-MART SUPERCENTER *	251 9375558	00105	233.92				233.92
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00105	.98				.98
99320	INFIRMARY OCCUPATIONAL HEALTH	834 4333781	00105	40.00				40.00
115852	DADE PAPER & BAG CO	251 9641500	00105	469.62				469.62
135520	WOOD FRUITTICHER GROCERY CO IN	800 4894550	00105	1,564.26				1,564.26
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00105	1,049.75				1,049.75
156566	MERCHANTS FOODSERVICE	800 8443663	00105	33.78				33.78
162801	COMPLETE SAFETY WORKS INC	251 4796788	00105	135.00				135.00
171723	BELL'S HOMETOWN PHARMACY	251 2029444	00105	46.34				46.34
181787	SHARP ELECTRONICS CORPORATION		00105	316.65				316.65
184294	PRINT SHOP, THE	251 937 1772	00105	100.00				100.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00105	28.95				28.95
	Juvenile Detention Fac Fund		00105	5,986.78				5,986.78
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00106	2.63				2.63
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00106	407.31				407.31
136872	LOWE'S - DAPHNE	6217620	00106	136.61				136.61
140089	PASTPERFECT SOFTWARE	800 5626080	00106	360.00				360.00
143790	EAST BAY ENGRAVING	251 9281770	00106	393.00				393.00
163889	OUTLAW, HARRIET		00106	436.00				436.00
181787	SHARP ELECTRONICS CORPORATION		00106	325.33				325.33
184294	PRINT SHOP, THE	251 937 1772	00106	275.00				275.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00106	3,821.59	96.30-			3,917.89
188521	PONY EXPRESS	251 213 6693	00106	589.00				589.00

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Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
188527	SAVELL, JERALD H (I THINK I CA	251 653 4193	00106	150.00			150.00
189115	HON COMPANY LLC, THE		00106	414.04			414.04
	Baldwin Co Archives Fund		00106	7,310.51	96.30-		7,406.81
10432	ADT SECURITY SERVICES INC ***		00109	58.89			58.89
14006	BLOSSMAN GAS - FOLEY	251 9435759	00109	101.64			101.64
41726	ANIMAL CARE EQUIP & SERVICES (	800 338-2237	00109	30.39			30.39
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00109	51.16			51.16
68427	LILLIAN VETERINARY HOSPITAL		00109	496.00			496.00
94932	EXPRESS OIL CHANGE -FOLEY	251 9437524	00109	37.74			37.74
98394	SOUTH BALDWIN REGIONAL MEDICA	334 9523400	00109	747.00			747.00
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00109	27.44			27.44
105435	CINTAS FIRST AID & SAFETY	251 4437301	00109	107.02			107.02
115852	DADE PAPER & BAG CO	251 9641500	00109	173.01			173.01
181787	SHARP ELECTRONICS CORPORATION		00109	202.91			202.91
184294	PRINT SHOP, THE	251 937 1772	00109	35.00			35.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00109	34.99			34.99
187817	MWI ANIMAL HEALTH	800 762 4800/2485	00109	174.57			174.57
187850	HENRY SCHEIN ANIMAL HEALTH	614 761 9095	00109	257.96			257.96
188391	HILL'S PET NUTRITION INC		00109	592.72			592.72
188882	ROBERTSDALE ANIMAL CLINIC		00109	454.20			454.20
189061	BOWIE INTERNATIONAL LLC	712 464 3191	00109	24,140.00			24,140.00
	Animal Shelter		00109	27,722.64			27,722.64
14006	BLOSSMAN GAS - FOLEY	251 9435759	00111	120.90			120.90
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00111	6.98			6.98
19039	COWIN EQUIPMENT CO - MOBILE	6334020	00111	840.68			840.68
25048	EQUIPMENT SALES CO	251 9375313	00111	2,267.40			2,267.40
27003	GOODYEAR AUTO SERV CTR - FOLEY	334 9435601	00111	722.92			722.92
27242	GULF COAST TRUCK & EQUIPMENT	334 4762744	00111	503.60	237.60-		741.20
40019	MOYER FORD SALES INC	334 9431661	00111	25.50			25.50
40026	NORTH BALDWIN INFIRMARY		00111	108.00			108.00
40033	MOBILE PRESS REGISTER (ADS)		00111	408.99			408.99
40589	MOBILE ASPHALT CO LLC	251 4080770	00111	33,230.59			33,230.59
43003	OEC	800 759-3368	00111	12.57			12.57
43932	EVANS MFG	251 6336008	00111	2,451.80			2,451.80
48258	PRO-CHEM INC		00111	677.50			677.50
48910	SHARP, MICHAEL W	251 9456228	00111	97.00			97.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00111	461.99			461.99
51040	ROBERTSDALE POWER EQUIPMENT		00111	159.64			159.64
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00111	627.86			627.86
54076	GCR TIRE & SERVICE - MOBILE	251 4579915	00111	688.97			688.97

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
54622	SIS INDUSTRIAL SERVICE	251 4714315	00111	1,163.75			1,163.75
57071	THOMPSON TRACTOR CO	334 6265100	00111	1,434.48			1,434.48
65007	VULCAN SIGNS	334 9431541	00111	12,074.92			12,074.92
65201	VULCAN MATERIALS CO - PO'	251 6256681	00111	11,863.77			11,863.77
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00111	527.62			527.62
84216	W W GRAINGER - FOR PO'S	251 661-1035	00111	6,818.35			6,818.35
87716	LOWE'S FOLEY - 057700034	9705307	00111	116.24	2.80-		119.04
87767	JANI KING OF MOBILE	504 4419700	00111	888.56			888.56
95071	FLEETPRIDE - PO	251 4382489	00111	214.12			214.12
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00111	654.97			654.97
95775	GCIS SUPPLY CO/GULF COAST IND	251 9437587	00111	508.10			508.10
98597	BALDWIN TRACTOR - PURCHASES	9474171	00111	113.40	12.60-		126.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00111	1,053.45			1,053.45
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00111	78.12			78.12
110162	ZACK LONG DIRT PIT	251 9371441	00111	5,848.50			5,848.50
120432	HI-LINE - FOR PURCHASE ORDERS		00111	265.53			265.53
121355	AUTO ZONE - FOLEY	9431635	00111	39.22			39.22
121451	K & K SYSTEMS INC *	888 414-3003	00111	6,236.55			6,236.55
121961	GOODYEAR AUTO SER CTR - EASTER	6254577	00111	766.80			766.80
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00111	89.92			89.92
127343	SANGSTER, LISA O	251 9473608	00111	32.00			32.00
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00111	1,226.61			1,226.61
136346	PETERSON, PHILLIP JAMES	850 4180457	00111	97.00			97.00
136872	LOWE'S - DAPHNE	6217620	00111	129.40			129.40
144784	LOXLEY CWC GENERAL FUND	251 9645044	00111	2,295.00			2,295.00
147125	STOCKTON EQUIPMENT CO	251 5803811	00111	613.50			613.50
147897	NAVIGATION ELECTRONICS INC	800 9491446PH	00111	995.00			995.00
148734	AIRGAS USA, LLC - PO'S		00111	524.95			524.95
148881	ANDREWS, SUSAN R	850 639-3751	00111	954.60			954.60
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	1,464.21			1,464.21
165673	NEEL-SCHAFER INC	4712000	00111	1,923.53			1,923.53
166975	TSA INC	205 7339111	00111	4,099.84			4,099.84
169455	W H THOMAS OIL CO INC	205 7552610	00111	1,912.66			1,912.66
172718	LYLE MACHINERY CO - MOBILE	3382555	00111	2,476.84			2,476.84
180099	INGRAM SIGNALIZATION INC	850 433 8266	00111	76,475.00			76,475.00
181356	BROWN, MATTHEW S	251 7525382	00111	135.88			135.88
181489	COASTAL OCCUPATIONAL MEDICINE		00111	105.00			105.00
181574	O'REILLY AUTO PARTS-FIRST CALL		00111	1,334.05			1,334.05
181787	SHARP ELECTRONICS CORPORATION		00111	2,199.54			2,199.54
182059	SUNSOUTH LLC	251 943 5091	00111	1,230.73	30.00-		1,260.73

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
182225	INTERNATIONAL MUNICIPAL SIGNAL		00111	1,500.00		1,500.00
184294	PRINT SHOP, THE	251 937 1772	00111	125.00		125.00
184368	GLOBAL INDUSTRIES INC	856 596 3390	00111	5,182.80		5,182.80
185168	KING, ORIE LEVI	251 978-4007	00111	23.00		23.00
185252	AUTO ZONE - ROBERTSDALE BCC		00111	61.98		61.98
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00111	2,488.29	477.20-	2,965.49
185700	STANTEC CONSULTING SERVICES IN	251 450 7601	00111	14,564.00		14,564.00
186138	GRAESTONE AGGREGATES, LLC		00111	49,776.60		49,776.60
187849	MOTT MACDONALD CONSULTANTS INC	343 4366	00111	348.60		348.60
	7 Cent Gasoline Tax Fund		00111	268,464.87	760.20-	269,225.07
10003	ACCURATE CONTROL EQUIPMENT	334 9284976	00120	313.90		313.90
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00120	3,220.00		3,220.00
64397	LONG'S HUMAN RESOURCE SERVICE		00120	2,578.30		2,578.30
65525	DENSON, TRACI AGEE	251 937-8769	00120	265.00		265.00
94060	CHUCK STEVENS AUTO INC		00120	125.65		125.65
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00120	16.93		16.93
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00120	668.01		668.01
180281	CAPRARA, DANYELL DENISE		00120	250.00		250.00
180990	NEOPOST USA INC		00120	1,592.13		1,592.13
181787	SHARP ELECTRONICS CORPORATION		00120	577.71		577.71
182052	WATTERS, MARY E	251 9785205	00120	45.78		45.78
184294	PRINT SHOP, THE	251 937 1772	00120	110.50		110.50
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00120	609.28		609.28
187222	GULF COAST COMMERCIAL MULTIPLE		00120	132.00		132.00
	Reappraisal Fund		00120	10,505.19		10,505.19
143	SECTION 18 TRANSPORTATION FUND	251 9370355	00140	4,971.00		4,971.00
27723	CLAUDIA'S MUD HUT		00140	215.70		215.70
32419	HUNTER SECURITY INC	251 6265112	00140	25.00		25.00
87716	LOWE'S FOLEY - 057700034	9705307	00140	15.19		15.19
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00140	2.82		2.82
158051	4IMPRINT INC	877 4467746	00140	268.28		268.28
170384	CED/ALSTON ELECTRIC SUPPLY	251 9431502	00140	10.24		10.24
181787	SHARP ELECTRONICS CORPORATION		00140	141.54		141.54
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	87.20		87.20
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00140	128.01		128.01
	Council on Aging Fund		00140	5,864.98		5,864.98
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	732.70		732.70
79396	BEHAVIORAL HEALTH SYSTEMS INC		00143	162.00		162.00
87089	PRECISION AUTO GLASS - DAPHNE	251 6211500	00143	263.95		263.95
87716	LOWE'S FOLEY - 057700034	9705307	00143	47.50		47.50

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00143	1,279.90		1,279.90
99320	INFIRMARY OCCUPATIONAL HEALTH	B34 4333781	00143	50.00		50.00
115852	DADE PAPER & BAG CO	251 9641500	00143	289.21		289.21
117823	SOUTHERN DISTRIBUTION OF MOBI	I251 4714500	00143	714.85		714.85
133591	AMERSON ROOFING INC		00143	1,001.00		1,001.00
143271	JAZZY CLEAN JANITORIAL	251 6220127	00143	1,216.02		1,216.02
150148	ROUTEMATCH SOFTWARE INC	404 8765160	00143	51,637.90		51,637.90
161138	MINGLEDORFF'S INC		00143	308.27		308.27
166975	TSA INC	205 7339111	00143	6,874.32		6,874.32
181787	SHARP ELECTRONICS CORPORATION		00143	296.95		296.95
185222	ANGELTRAX	334 692 4600	00143	470.82		470.82
	Section 18 Fund		00143	65,345.39		65,345.39
40033	MOBILE PRESS REGISTER (ADS)		00144	200.89		200.89
40034	MATHES OF ALABAMA-FOLEY	251 943 8551	00144	117.96		117.96
43932	EVANS MFG	251 6336008	00144	22.50		22.50
54042	SWEAT TIRE - ROBERTSDALE		00144	765.60		765.60
54317	AL STATE DEPT OF REVENUE		00144	1.25		1.25
78158	BENSON'S APPLIANCE CENTER	9435096	00144	44.00		44.00
87767	JANI KING OF MOBILE	504 4419700	00144	207.96		207.96
95038	BYE-RITE TRAILER SALES	251 9421933	00144	4,325.00		4,325.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00144	80.34		80.34
115852	DADE PAPER & BAG CO	251 9641500	00144	883.35		883.35
136872	LOWE'S - DAPHNE	6217620	00144	628.22		628.22
144784	LOXLEY CWC GENERAL FUND	251 9645044	00144	1,155.00		1,155.00
148734	AIRGAS USA, LLC - PO'S		00144	281.87		281.87
166975	TSA INC	205 7339111	00144	1,983.92		1,983.92
181787	SHARP ELECTRONICS CORPORATION		00144	37.76		37.76
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00144	139.98		139.98
187482	JOHNNY UNDER PRESSURE LLC	850 530 8763	00144	1,485.00		1,485.00
	Parks Fund		00144	12,360.60		12,360.60
148881	ANDREWS, SUSAN R	850 639-3751	00146	439.29		439.29
181787	SHARP ELECTRONICS CORPORATION		00146	226.30		226.30
182056	SISLAK, SARAH HART	251 2133709	00146	229.73		229.73
	Eastern Shore Metro Planning O		00146	895.32		895.32
40589	MOBILE ASPHALT CO LLC	251 4080770	00165	78,814.35		78,814.35
43932	EVANS MFG	251 6336008	00165	171.18		171.18
83660	ALABAMA PIPE & SUPPLY CO INC	251 6531399	00165	3,582.00		3,582.00
186138	GRAESTONE AGGREGATES, LLC		00165	1,175.15		1,175.15
	Gulf Mexico EnergySec Act 2006		00165	83,742.68		83,742.68
168209	YOUTH ADVOCATE PROGRAM INC	717 2327580	00180	14,689.40		14,689.40

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
188894	WOOD ENVIRONMENT & INFRASTRUCT		00180	2,535.46		2,535.46
	State Grants		00180	17,224.86		17,224.86
19009	CAMPBELL HARDWARE & SUPPLY CO	9472291	00510	183.90		183.90
19039	COWIN EQUIPMENT CO - MOBILE	6334020	00510	1,409.30		1,409.30
21179	DAVISON OIL COMPANY INC	334 633-4444	00510	1,309.89	.03-	1,309.92
36251	JUBILEE ACE HOME CENTER	334 9906665	00510	139.55		139.55
40019	MOYER FORD SALES INC	334 9431661	00510	490.33		490.33
40033	MOBILE PRESS REGISTER (ADS)		00510	412.08		412.08
40125	MCKINNEY PETROLEUM EQT INC	251 6618800PHONE	00510	1,398.79		1,398.79
48262	PIGGLY WIGGLY - BAY MINETTE	251 9377865	00510	372.30		372.30
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00510	430.55		430.55
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00510	290.99		290.99
54076	GCR TIRE & SERVICE - MOBILE	251 4579915	00510	4,539.76		4,539.76
54464	SOUTHERN CHEVROLET-OLDS-GEO		00510	2,715.71	114.45-	2,830.16
57071	THOMPSON TRACTOR CO	334 6265100	00510	25,691.73		25,691.73
57327	TONY'S TOWING INC	251 9287334	00510	125.00		125.00
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00510	189.36		189.36
68013	SOUTHEASTERN EQUIPMENT CO/ PO	706 7984361	00510	441.41		441.41
77171	ZEP MANUFACTURING COMPANY	877 4289937	00510	154.97		154.97
84216	W W GRAINGER - FOR PO'S	251 661-1035	00510	1,401.84		1,401.84
87716	LOWE'S FOLEY - 057700034	9705307	00510	59.80		59.80
95071	FLEETPRIDE - PO	251 4382489	00510	856.68	203.92-	1,060.60
97199	RACINE'S FEED GARDEN & SUPPLY	251 9473003	00510	289.50		289.50
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00510	451.16		451.16
115852	DADE PAPER & BAG CO	251 9641500	00510	552.31		552.31
120432	HI-LINE - FOR PURCHASE ORDERS		00510	411.02		411.02
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00510	2,013.38		2,013.38
142404	SCS FIELD SERVICES		00510	335,564.80		335,564.80
142551	FERGUSON ENTERPRISES INC - DAP	251 6212147	00510	52.67		52.67
144784	LOXLEY CWC GENERAL FUND	251 9645044	00510	5,370.00		5,370.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00510	1,051.60		1,051.60
151781	MOBILE BAY OVERHEAD DOOR INC	251 9908616	00510	764.45		764.45
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIBSON	00510	3,426.98		3,426.98
158107	KIMBALL MIDWEST - PO	PO ONLY	00510	690.74		690.74
162616	SWEAT TIRE - BAY MINETTE	5808473	00510	235.98		235.98
162940	OFFICE PRIDE		00510	1,380.00		1,380.00
166975	TSA INC	205 7339111	00510	8,301.93		8,301.93
169455	W H THOMAS OIL CO INC	205 7552610	00510	4,200.40		4,200.40
170384	CED/ALSTON ELECTRIC SUPPLY	251 9431502	00510	10.57		10.57

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
180663	DOUGHTY, SUZANNE DEAN	251 3000988	00510	34.00			34.00
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00510	5,192.42			5,192.42
181164	CRITTER GITTER PEST CONTROL	850 455-6500	00510	125.00			125.00
181290	WESCO - FOLEY - PO'S	251 424 1550	00510	84.29			84.29
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00510	14.99			14.99
181787	SHARP ELECTRONICS CORPORATION		00510	1,001.73			1,001.73
182059	SUNSOUTH LLC	251 943 5091	00510	69.76			69.76
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00510	314.33			314.33
185645	BEARD EQUIPMENT CO - MOBILE		00510	8,798.85			8,798.85
185989	HIGHLAND TECHNICAL SERVICES INC	205 985 4874	00510	5,400.00			5,400.00
186800	PIGGLY WIGGLY FOLEY #474	855 584 3744	00510	891.00			891.00
186802	PIGGLY WIGGLY LOXLEY #472	855 584 3744	00510	938.25			938.25
187918	PACE ANALYTICAL SERVICES LLC	847 995 1764	00510	145.57			145.57
	Solid Waste Fund		00510	430,391.62	318.40-		430,710.02
10304	ATCO MANUFACTURING - PO	3421057	00511	312.35			312.35
19009	CAMPBELL HARDWARE & SUPPLY CO	51 9472291	00511	54.95			54.95
27242	GULF COAST TRUCK & EQUIPMENT	634 4762744	00511	2,558.18			2,558.18
39011	LOXLEY FURNITURE UPHOLSTERY	9645957	00511	224.95			224.95
48298	POSTMARK INK	251 9281095	00511	633.92			633.92
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00511	774.25			774.25
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	1,409.97			1,409.97
54076	GCR TIRE & SERVICE - MOBILE	251 4579915	00511	11,034.60	540.00-		11,574.60
54317	AL STATE DEPT OF REVENUE		00511	2.50			2.50
57039	TRUCK EQUIPMENT SALES INC	251 6668606	00511	254.26			254.26
57071	THOMPSON TRACTOR CO	334 6265100	00511	10,530.38	502.73-		11,033.11
57327	TONY'S TOWING INC	251 9287334	00511	743.75			743.75
62623	EMPIRE TRUCK SALES INC	251 3300088PH	00511	1,679.64			1,679.64
74430	WADDLE, EVELYN M	251 9646971	00511	34.00			34.00
77171	ZEP MANUFACTURING COMPANY	877 4289937	00511	154.97			154.97
84216	W W GRAINGER - FOR PO'S	251 661-1035	00511	692.64			692.64
86131	GRAINGER, KIMBERLY D	251 9648859	00511	34.00			34.00
86633	ETOWAH CHEMICAL SALES & SERVICE	251 4383513**	00511	198.90			198.90
91555	METALS USA	251 4564531	00511	1,620.00			1,620.00
95071	FLEETPRIDE - PO	251 4382489	00511	8,506.25			8,506.25
98634	MCPHERSON OIL CO INC/DBA FUELMA	800 2398882	00511	503.42			503.42
99320	INFIRMARY OCCUPATIONAL HEALTH	834 4333781	00511	189.00			189.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00511	218.29			218.29
107220	KEET CONSULTING SERVICES LLC	205 6209843	00511	1,300.00			1,300.00
120432	HI-LINE - FOR PURCHASE ORDERS		00511	322.84			322.84
128080	KENWORTH OF ALABAMA (PARTS ONLY)	251 9574000P	00511	1,261.98			1,261.98

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	Over 0
159767	CORE COMPUTING SOLUTIONS INC -		00511	1,141.03		1,141.03
170536	SOUTHDATA INC *	251 3437616	00511	6,633.36		6,633.36
176065	KILBY, SUSAN L	251 4242730	00511	34.00		34.00
181489	COASTAL OCCUPATIONAL MEDICINE		00511	80.00		80.00
181787	SHARP ELECTRONICS CORPORATION		00511	1,040.88		1,040.88
182097	BB&T-CREATIVE PAYMENT SOLUTION		00511	142.00		142.00
182229	INFORMATION TRANSPORT SOLUTION		00511	4,070.11		4,070.11
183655	ARROW MAGNOLIA INTL, INC		00511	220.00		220.00
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00511	47.25		47.25
186889	JACKSON, HAROLD & GAIL T (R)		00511	56.10		56.10
189451	JJM LAND CO, LLC (R)		00511	30.00		30.00
189498	MASON, DEAN & TRACI (R)		00511	78.00		78.00
189499	SALMON, JENNIFER (R)		00511	91.65		91.65
189500	YOCUM, BRAD (R)		00511	14.00		14.00
189501	ANDREWS, LEANN & GREG (R)		00511	14.00		14.00
189502	ODOM, BILLY (R)		00511	16.00		16.00
189503	SCHUMAKER, SHERRY & VASKO, JOH		00511	16.00		16.00
189504	KISS, EDMUND & ILDIKO (R)		00511	32.00		32.00
189505	CASE, KYLEE & HIGDON, DWAYNE (		00511	30.00		30.00
189506	WHITLOW, JOSEPH & LINDA (R)		00511	30.00		30.00
189507	FAIRCLOTH, CODY (R)		00511	51.00		51.00
189508	POHLMAN, DAVID L & SABRINA (R)		00511	32.00		32.00
189509	SIMMONS, ANDREW M (R)		00511	32.00		32.00
189511	STUCKAS, RYAN & AMY (R)		00511	80.00		80.00
189512	SANDERS, LILAH W (R)		00511	21.00		21.00
189513	GABRIEL, DOT (R)		00511	32.00		32.00
189514	GARNER, LINDA GAIL (R)		00511	3.25		3.25
189515	BAUGHMAN, ANDREW (R)		00511	30.00		30.00
189516	RUSSELL, DEBORAH P (R)		00511	14.00		14.00
189517	BARNETTE, MICHAEL L (R)		00511	14.00		14.00
189518	LUDKE, BENJAMIN S (R)		00511	16.00		16.00
189519	MCLEOD, DANA M (R)		00511	16.00		16.00
189520	CORVO, LISA M (R)		00511	16.00		16.00
189521	CRAWFORD, THOMAS E (R)		00511	46.00		46.00
189522	HILL, HAROLD L (R)		00511	46.00		46.00
189523	HALL, JIMMY (R)		00511	32.00		32.00
189524	COLVIN, DAVID (R)		00511	30.00		30.00
189525	STEINER, RUSSELL (R)		00511	30.00		30.00
189526	WATKINS, ASHLEY (R)		00511	30.00		30.00
189527	ADAMS, DAKOTA (R)		00511	14.00		14.00

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
189528	ODOM, ZYCHEUS (R)		00511	46.00		46.00
189529	RIZZO, TRACI (R)		00511	46.00		46.00
189530	CROWLEY, PATRICIA (R)		00511	32.00		32.00
189531	TOMEI, LISA (R)		00511	32.00		32.00
189532	MILLER, HANNA (R)		00511	32.00		32.00
189533	OTTS, DANIEL (R)		00511	31.00		31.00
189534	REDLIN, KURT M & WENDY L		00511	16.00		16.00
189535	BAKER, DAVID & LAURIE (R)		00511	46.00		46.00
189539	LETT, PENNY (R)		00511	30.00		30.00
189540	PURDON, RONALD LEE (R)		00511	14.00		14.00
189541	WILKERSON, STEVEN J (R)		00511	62.00		62.00
189542	HIATT, MICHAEL J & LAUGHTON, M		00511	16.00		16.00
189543	STRINGER, FRED IV (R)		00511	46.00		46.00
189544	ALMAROAD, BENNIE (R)		00511	16.00		16.00
189545	BOUDREAU, DEBRA M & TODD P (R)		00511	8.00		8.00
189546	COPP, VICTOR H & MARY A (R)		00511	32.00		32.00
189559	EDDY, SUSANN (R)		00511	62.00		62.00
189560	ESTATE OF HELENE MASTROVICH (R		00511	16.00		16.00
189561	HUNTINGTON, VIRGINA (R)		00511	30.00		30.00
189562	SHEPHERD, JAMES (R)		00511	30.00		30.00
189563	SCOGGIN, STEVE V (R)		00511	14.00		14.00
189564	BLASCHAK, CHRISTINE (R)		00511	9.00		9.00
189565	DANIEL, VIRGIL (R)		00511	16.00		16.00
189566	SWANSON, TRAVIS (R)		00511	62.00		62.00
189567	HADLEY, STEVEN (R)		00511	62.00		62.00
189568	WARCHOL, HANNAH & DAVID (R)		00511	30.00		30.00
189569	PICKERN, ASHLYN B (R)		00511	48.00		48.00
189570	FRANKLIN, JASON & SHONA (R)		00511	32.00		32.00
189571	DENHAM, PAM (R)		00511	46.00		46.00
189572	GORDON, REBEKAH (R)		00511	46.00		46.00
189573	COOPER, DAVID E (R)		00511	48.00		48.00
189574	IRWIN, JAMES (R)		00511	30.00		30.00
189575	HOVATER, JEREMY (R)		00511	30.00		30.00
189576	ARD, EVAN (R)		00511	30.00		30.00
189577	DANIELS, DAVID (R)		00511	30.00		30.00
189578	WRIGHT, REBEKAH (R)		00511	30.00		30.00
189579	SHELTON, KATHY (R)		00511	30.00		30.00
189580	DEARINGER, JULIE A (R)		00511	14.00		14.00
189581	WIMBERLEY, LACEY (R)		00511	14.00		14.00
189582	PHILLIPS, LONA W (R)		00511	16.00		16.00

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
189583	MORROW, JAMES D (R)		00511	16.00			16.00
189584	PUHEK, MICHAEL G (R)		00511	46.00			46.00
189585	DONNELLY, CARL (R)		00511	30.00			30.00
189586	JUMPER, BRADLEY (R)		00511	30.00			30.00
189587	PARSONS, COURTNEY (R)		00511	30.00			30.00
189588	PARDUE, CANDY (R)		00511	30.00			30.00
189589	COTT, CHELSEA (R)		00511	30.00			30.00
189590	WATKINS, MARY(R)		00511	30.00			30.00
189591	RIGHTER, DEREK (R)		00511	46.00			46.00
189592	MILLER, MACHALE A (R)		00511	16.00			16.00
189593	PORTER, CLYDE & ANN (R)		00511	37.00			37.00
189594	BOCK, MARY (R)		00511	46.00			46.00
189595	WARNER, GLEN M JR (R)		00511	14.00			14.00
	Solid Waste Collection Fund		00511	61,332.62	1,042.73-		62,375.35
14011	BUILDERS HARDWARE & SUPPLY CO251	9372361PH	00708	66.96			66.96
51040	ROBERTSDALE POWER EQUIPMENT		00708	16.00	8.00-		24.00
54317	AL STATE DEPT OF REVENUE		00708	1.25			1.25
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00708	24.05			24.05
181574	O'REILLY AUTO PARTS-FIRST CALL		00708	121.12			121.12
181787	SHARP ELECTRONICS CORPORATION		00708	268.60			268.60
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00708	380.00			380.00
	Community Corrections		00708	877.98	8.00-		885.98
39466	KENTWOOD SPRINGS WATER	18002357873	00740	150.39			150.39
54037	SOUTH ALABAMA REGIONAL	334 4336541	00740	959.85			959.85
61663	ADMINISTRATIVE OFFICE OF COURT		00740	78,923.58			78,923.58
99514	MATTHEW BENDER*		00740	280.18			280.18
116169	GANEY, BRENDA Q		00740	3,433.34			3,433.34
180834	COX, DEANNA VICICH		00740	1,350.00			1,350.00
181809	RUFFIN, LORI G		00740	247.50			247.50
182095	MOBILE BAY REPORTING, INC		00740	300.00			300.00
183533	HUDSON, PAULETTE		00740	44.00			44.00
184466	CANDY WOOD, INC	251 604-1737	00740	300.00			300.00
185506	SMITH, CHARLOTTE K		00740	308.00			308.00
	Law Library Fund		00740	86,296.84			86,296.84
14118	BALDWIN CNTY GENERAL FUND		00751	714.00			714.00
113291	PARKER'S FLORIST		00751	71.00			71.00
	BC Employee Fund		00751	785.00			785.00
10050	ALABAMA TAX ADMINISTRATION ASS		00779	625.00			625.00
	MV Special Training Fund		00779	625.00			625.00
186451	SYMBOL HEALTH SOLUTIONS LLC		00790	81,260.39			81,260.39

..... Supplier .....			..... Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
Self Insurance Trust			00790	81,260.39		81,260.39
Grand Total(s)			00790	2,280,093.61	8,121.44	2,288,215.05

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

10/30/2018 9:37:29
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..... Document				Date	Co.	Name	Address Number Amounts				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken	G/L	User ID					
Voucher				Voucher		Account Description	Account Number			Distribution						
G/L Bank Account	00018481					Cash	Batch Number	2841235	Type	M	Date	10/30/2018			SGRANT	
PN	9204401			11/6/2018	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116				6,571,034.74-				D	
PV	474193	00001	001	10/30/2018		10302018	SALES/USE TAX									
						Cash	00018481				6,571,034.74-		AA			
PN	9204401			11/6/2018	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116				1,155,775.39-				D	
PV	474193	00001	002	10/30/2018		10302018	SALES/USE TAX									
						Cash	00018481				1,155,775.39-		AA			
PN	9204401			11/6/2018	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116				88,780.03-				D	
PV	474194	00001	001	10/30/2018		10162018	OFFSHORE OIL & GAS DIST.									
						Cash	00018481				88,780.03-		AA			
Totals for Bank Account								7,815,590.16-			7,815,590.16-					
Totals for Batch								7,815,590.16-			7,815,590.16-					
User Total								7,815,590.16-			7,815,590.16-					
Grand Total								7,815,590.16-			7,815,590.16-					



Baldwin County Commission

Agenda Action Form

File #: 19-0115, **Version:** 1

Item #: EA2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Kimberly Creech, Clerk/Treasurer
Eva Cutsinger, Senior Accountant

Submitted by: Sharon Grant, Accounts Payable Supervisor

ITEM TITLE

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling \$3,233,397.28 (three million, two hundred thirty-three thousand, three hundred ninety-seven dollars and twenty-eight 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
November 6, 2018**

Vendor Summary		Totals	Brief Description
1	AL STATE DEPT OF REVENUE	76,861.69	Disposal Fees
2	AL STATE DEPT OF TREASURY	2,994.57	Unclaimed Property
3	ALABAMA CHILD SUPPORT PAYMENT CTR	2,583.58	Payroll
4	ALABAMA POWER CO	73,276.93	Utilities
5	ALABAMA WIDESPREAD HOLDINGS LLC	3,604.30	Land Redemption
6	ALEXANDER, SUELLEN	125.00	Poll Worker
7	ALLEN, DOROTHY BOLAR	125.00	Poll Worker
8	ALLEN, RICKY LEONARD	125.00	Poll Worker
9	ALLISON, HELEN B	125.00	Poll Worker
10	ALLISON, MARY CATHERINE	125.00	Poll Worker
11	ALMAROAD, LAURA WATERS	125.00	Poll Worker
12	ANDERSON, MYRIA FAYE	125.00	Poll Worker
13	ANDERSON, MARY ELLEN	125.00	Poll Worker
14	ANDERSON, NANCY GECI	125.00	Poll Worker
15	ANTHONY, ROSALYN	2,122.99	Land Redemption
16	ARCHER, OLIVETH MCCONNELL	125.00	Poll Worker
17	ARD, MARY BYRD	125.00	Poll Worker
18	ARDIS, TAWNIA T	125.00	Poll Worker
19	ARMBRUSTER, JANELLE A	125.00	Poll Worker
20	ARNETTE, KAY VINING	125.00	Poll Worker
21	ARNETTE, DENISE L	125.00	Poll Worker
22	AT&T	4,519.22	Telephone
23	AT&T	715.83	Telephone
24	AT&T MOBILITY	42.23	Telephone
25	AUSEON, DONALD E	125.00	Poll Worker
26	AUSTILL, JERE III	4,853.82	Land Redemption
27	AUSTIN, MARGARET LOUISE	125.00	Poll Worker
28	AZALEA PINES LLC	2,502.73	Land Redemption
29	BAKER, PHILIP LINDLEY	125.00	Poll Worker
30	BALDWIN CNTY COMMISSION-BOOTS	37.50	Payroll
31	BALDWIN CNTY COMMISSION-DENTAL	10,867.50	Payroll
32	BALDWIN CNTY COMMISSION-HEALTH	63,501.92	Payroll
33	BALDWIN CNTY SHERIFF'S OFFICE	1,227,793.89	Payroll
34	BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
35	BALDWIN EMC	10,760.00	Utilities
36	BANKESTER, CAROLYN KELLER	125.00	Poll Worker
37	BANKS, MELINDA B	125.00	Poll Worker
38	BANKSTON, RALPH & TANIA	192.00	Solid Waste Refund
39	BARNARD, PATRICIA ANNE	125.00	Poll Worker
40	BARNARD, RICHARD ALAN	150.00	Poll Worker
41	BARNETT, JOHN EDGAR	150.00	Poll Worker
42	BARR, ANGELOUS BRYANT	125.00	Poll Worker
43	BARROW, CAROL PURDY	125.00	Poll Worker
44	BARTELS, JOHN V	125.00	Poll Worker
45	BAUER, CLARENCE	125.00	Poll Worker
46	BAUER, PAIRZETTY	125.00	Poll Worker
47	BAY MINETTE POSTMASTER	10,225.00	Postage
48	BEAM, JR., JAMES H	125.00	Poll Worker
49	BECKER, CASANDRA A	125.00	Poll Worker
50	BEDNARCZYK, JOHN	125.00	Poll Worker
51	BELL, EMILY	125.00	Poll Worker

52	BERGMAN, PAUL	125.00	Poll Worker
53	BERT, DELORES PALMER	125.00	Poll Worker
54	BETHEA, KATHERINE M	125.00	Poll Worker
55	BETHEA, VIOLA	125.00	Poll Worker
56	BEVERLY, BARBARA JAMES	150.00	Poll Worker
57	BEVERLY, KATIE NICOLE	125.00	Poll Worker
58	BILL, KAREN W	125.00	Poll Worker
59	BISHOP, DOROTHY ALETHA	125.00	Poll Worker
60	BLACKMON, ROBERT LEE	125.00	Poll Worker
61	BLASCHAK, ANDREW J	125.00	Poll Worker
62	BLASCHAK, DIANNE BROWN	150.00	Poll Worker
63	BLUE CROSS & BLUE SHIELD OF AL	455,984.04	Payroll
64	BODMAN, JANE ANN BURFORD	125.00	Poll Worker
65	BOLAR, YOLANDA GAIL	125.00	Poll Worker
66	BOOTHE, CYNTHIA ANN	125.00	Poll Worker
67	BOTELER, MARCUS BRYANT	125.00	Poll Worker
68	BOULER, SHIRLEY EVANS	125.00	Poll Worker
69	BOYKIN, BARBARA	125.00	Poll Worker
70	BOYKIN, LOIS COWAN	150.00	Poll Worker
71	BRADLEY, ADA LOUISE	125.00	Poll Worker
72	BRADLEY, DORETHA P	125.00	Poll Worker
73	BRADLEY, VERONICA D	125.00	Poll Worker
74	BRADLEY, WILLIAM A	125.00	Poll Worker
75	BRADLEY, BERNICE	125.00	Poll Worker
76	BRANDT, GERLAD	125.00	Poll Worker
77	BREEDEN, DANNY R	125.00	Poll Worker
78	BROWN, REBECCA ANN	125.00	Poll Worker
79	BROWN, ARVA SIRMON	125.00	Poll Worker
80	BROWN, ELOISE WHIDBEE	125.00	Poll Worker
81	BROWN, JOANNE	125.00	Poll Worker
82	BROZ, EDITH	125.00	Poll Worker
83	BROZ, FRANK N III	125.00	Poll Worker
84	BRYARS, CAROLYN K	125.00	Poll Worker
85	BRYARS, JERRIMIE RAY	125.00	Poll Worker
86	BRYARS, LARRY K	125.00	Poll Worker
87	BUCHHOLZ, PHYLLIS ANN	125.00	Poll Worker
88	BURCH IV, JOSEPH B.	125.00	Poll Worker
89	BURCH, JOSEPH BENARD III	150.00	Poll Worker
90	BURCHETT, DONALD L	125.00	Poll Worker
91	BYRD, CAROL PATIENCE	125.00	Poll Worker
92	BYRD, MAXINE HARRIS	125.00	Poll Worker
93	CALDWELL, ORA	125.00	Poll Worker
94	CALLAWAY, JOYCE T	125.00	Poll Worker
95	CALLAWAY, SHELBY NICOLE	125.00	Poll Worker
96	CALLOWAY, ALISON MARIE	125.00	Poll Worker
97	CALLOWAY, EDITH	125.00	Poll Worker
98	CAMPBELL, JO ANN PARMAR	150.00	Poll Worker
99	CAMPBELL, ROGER WILLIAM	125.00	Poll Worker
100	CANOPY INVESTMENT COMPANY LLC	2,121.00	Land Redemption
101	CARROLL, NANCY T	125.00	Poll Worker
102	CARROLL, GLORIA H	125.00	Poll Worker
103	CENTURYLINK	3,050.59	Telephone
104	CENTURYLINK	1,788.56	Telephone
105	CHASTANG, ALISON M	125.00	Poll Worker
106	CHRISTOPHERSON, JANICE BARNES	150.00	Poll Worker
107	CHURCH, ERNEST A JR	125.00	Poll Worker
108	CLARKE, CHERYL PATTERSON	125.00	Poll Worker
109	CLEMENTS, KAREN G	150.00	Poll Worker

110	CLEMON, DELBRA A	125.00	Poll Worker
111	CLEWELL, SARAH DIANE	125.00	Poll Worker
112	CLINE, JENI G	125.00	Poll Worker
113	COGBURN, CONNIE THOMLEY	125.00	Poll Worker
114	COGGIN, GERALD CALVIN III	125.00	Poll Worker
115	COGGIN, ROSELLEN ELLISON	150.00	Poll Worker
116	COLEMAN, ERILDA J	125.00	Poll Worker
117	COLEY, RICKEY EARL	125.00	Poll Worker
118	COLLIER, MARY ELLEN	125.00	Poll Worker
119	COMALANDER, RACHEL IRENE	125.00	Poll Worker
120	COMSTOCK, DOROTHY MOSLEY	125.00	Poll Worker
121	COOPER, JOHN MARSHALL	125.00	Poll Worker
122	CORBAN, NORMA PAULETTE	125.00	Poll Worker
123	COTTEN, GUNTER TAYLOR	125.00	Poll Worker
124	COTTEN, MARILYN	125.00	Poll Worker
125	COTTON, JESSIE GENE	125.00	Poll Worker
126	COTTON, JAMES W JR	125.00	Poll Worker
127	COURSON, CAROLYN C	125.00	Poll Worker
128	COURSON, HENRY R	125.00	Poll Worker
129	COVERT, SHIRLEY A	125.00	Poll Worker
130	COVO, CARLOS P & MELISSA	225.00	Solid Waste Refund
131	COX, NATHANIEL	125.00	Poll Worker
132	CREEL, CHARLES	125.00	Poll Worker
133	CROCKETT, NORMAN WALLACE	125.00	Poll Worker
134	CULVER, VERA MARIK	125.00	Poll Worker
135	CUNNINGHAM, KATHRYN NORTHCUTT	125.00	Poll Worker
136	DANIEL O'BRIEN	1,743.55	Payroll
137	DARBY, CHRISTINE HAYES	125.00	Poll Worker
138	DAVIS, ROSE KOPTIS	125.00	Poll Worker
139	DAVIS, JOHN WILEY	125.00	Poll Worker
140	DAVISON, IRMA LEE	125.00	Poll Worker
141	DEAN, SHERRIE LYLES	125.00	Poll Worker
142	DELAUNAY, MARY PRESLEY	125.00	Poll Worker
143	DEPT OF CHILDREN & FAMILY SVCS	193.84	Payroll
144	DEQUIRE, RANDYE JO	125.00	Poll Worker
145	DICKMAN, GARY WAYNE	125.00	Poll Worker
146	DICKS, PAULA B	125.00	Poll Worker
147	DILLON, THERESA Y	135.00	Poll Worker
148	DISMUKES, H JACK T	125.00	Poll Worker
149	DOEGE, ALMA I	150.00	Poll Worker
150	DONOHOO CHEVROLET LLC	67,425.90	Vehicles; Solid Waste
151	DOUGLAS, HARRY EVERETTE	125.00	Poll Worker
152	DOUGLAS, PAMELA E	150.00	Poll Worker
153	DOWNS, LINDA EKLUND	135.00	Poll Worker
154	DUNNAM, BEVERLY A	125.00	Poll Worker
155	EAST, MICHAEL L	125.00	Poll Worker
156	EDWARDS, HARTFORD JR.	125.00	Poll Worker
157	ELLIS, KAREN RENEE	150.00	Poll Worker
158	ELMORE, BENJAMIN	2,725.22	Land Redemption
159	ENTREKIN, CAROL ELLIOTT	125.00	Poll Worker
160	ENTREKIN, CHARLES LAWSON	125.00	Poll Worker
161	EQUITY TRUST CO CUSTODIAN FBO C. HAYNES	695.68	Land Redemption
162	EQUITY TRUST CO CUSTODIAN FBO R. HAYNES	9,072.58	Land Redemption
163	EQUITY TRUST COMPANY CUSTODIAN FBO	19,903.65	Land Redemption
164	FAIRHOPE, CITY OF	9,320.18	Utilities
165	FASSBENDER, FREDERICK	125.00	Poll Worker
166	FELL, JESSIE EMMA	135.00	Poll Worker
167	FEW, ROGER I	150.00	Poll Worker

168	FIELDS,ERNEST T JR	150.00	Poll Worker
169	FIVES, KATINA	125.00	Poll Worker
170	FIVES, WILLIAM PAUL	125.00	Poll Worker
171	FLEXIBLE BENEFITS	9,789.31	Payroll
172	FLORIDA ST DISBURSEMENT UNIT	116.31	Payroll
173	FNA 2018-1 LLC	423,930.72	Land Redemption
174	FOLEY, CITY OF	57.72	Utilities
175	FORD, JENNIFER M	125.00	Poll Worker
176	FORRESTER, FRANCES H	125.00	Poll Worker
177	FOUNTAIN, SCARLET	125.00	Poll Worker
178	FRAYNE, SARA FRANCES V	125.00	Poll Worker
179	FRONTIER COMMUNICATIONS	63.06	Telephone
180	FULLER,ELLA MAE	125.00	Poll Worker
181	GALLAGHER, CYNTHIA	125.00	Poll Worker
182	GARDNER, CAROLYN ODOM	125.00	Poll Worker
183	GARNER, JR., GEORGE	125.00	Poll Worker
184	GARNER,ADELE GONZALES	125.00	Poll Worker
185	GARRETT,JAMES M	125.00	Poll Worker
186	GASBARRO, ANTHONY	125.00	Poll Worker
187	GASBARRO,STEPHENIE	125.00	Poll Worker
188	GEBHART,DELLA EILAND	150.00	Poll Worker
189	GENTRY, ROBERT BRUCE	125.00	Poll Worker
190	GIBSON,VIRGINIA D	125.00	Poll Worker
191	GILES, BARBARA	125.00	Poll Worker
192	GILES, MILTON	125.00	Poll Worker
193	GILMORE, MARY WAYNE	125.00	Poll Worker
194	GLENN, ELLA M	125.00	Poll Worker
195	GOLSON,LINDA FAYE	150.00	Poll Worker
196	GOMEZ,MAKAYLA FAYE	125.00	Poll Worker
197	GOODLIN, MARY	125.00	Poll Worker
198	GORDON,CONNIE SIBLEY	125.00	Poll Worker
199	GRAHAM, KATHERYN A	125.00	Poll Worker
200	GREGORY, WILHELMINA	125.00	Poll Worker
201	GROVES,SHARON SUE	125.00	Poll Worker
202	GURSKY, JANE	125.00	Poll Worker
203	HALEY, DEBRA JEAN	150.00	Poll Worker
204	HALL, RICHARD D	125.00	Poll Worker
205	HAMILTON, THOMAS	125.00	Poll Worker
206	HAMILTON,SUSAN FISCHER	125.00	Poll Worker
207	HAMMOCK, CHERRYLL BEATSON	150.00	Poll Worker
208	HANCOCK BANK	2,160.48	Credit Card Services
209	HANEY,IRMA IRENE	125.00	Poll Worker
210	HARBISON, CLARA LILLIAN	125.00	Poll Worker
211	HARBOR COMMUNICATIONS LLC	3,560.13	Telephone
212	HARRISON, LYNN HARTZELL	125.00	Poll Worker
213	HASTINGS, KATHERINE	125.00	Poll Worker
214	HAVARD, JOLEE	125.00	Poll Worker
215	HAVARD, SALLY	125.00	Poll Worker
216	HENDERSON,MARY MORGAN	125.00	Poll Worker
217	HERMAN, JAMES VERNON	125.00	Poll Worker
218	HERMAN,JOYCE LENELLE	125.00	Poll Worker
219	HESTER, ALTON C	125.00	Poll Worker
220	HICKS, SONIA MICHELLE	125.00	Poll Worker
221	HICKS,TERRILL GEORGE	125.00	Poll Worker
222	HIGHTOWER,FERROLYN HARRISON	125.00	Poll Worker
223	HOFFMAN,LEE DAVID	150.00	Poll Worker
224	HOLDEN,JULIE REYNOLDS	125.00	Poll Worker
225	HOLLINGSWORTH, JOAN	125.00	Poll Worker

226	HOLLIS,ANNETTE MIMI	125.00	Poll Worker
227	HOLLOWELL, ASA B	10,609.23	Land Redemption
228	HOLMES, CYNTHIA L	125.00	Poll Worker
229	HOLMES, DONNA SUSAN	125.00	Poll Worker
230	HOOKS, DELMA	125.00	Poll Worker
231	HORACE,JOE MELVIN	125.00	Poll Worker
232	HOSEY, RACHEL DAVES	125.00	Poll Worker
233	HOUSEAL, PATRICIA	125.00	Poll Worker
234	HUDSON, VERDIS VERLON	125.00	Poll Worker
235	HURLEY, MARY L	125.00	Poll Worker
236	HURST, VIVIAN A	125.00	Poll Worker
237	HURST,BARRY LIVINGSTON	150.00	Poll Worker
238	INTERNAL REVENUE SERVICE	238.86	Payroll
239	IRS-TAX PAYMENT	224,020.98	Payroll
240	JACK CLINE, JR.	125.00	Poll Worker
241	JACKSON, KATHY	125.00	Poll Worker
242	JACKSON,JENNIFER S	125.00	Poll Worker
243	JANUARY,LOKEESHA S	125.00	Poll Worker
244	JANUARY,SYLETTA FAYE	125.00	Poll Worker
245	JEFFRIES, PAMELA MINTZ	125.00	Poll Worker
246	JENKINS,BARBARA CHUNN	125.00	Poll Worker
247	JERKINS,BERNICE GANDY	125.00	Poll Worker
248	JODY W CAMPBELL, CIRCUIT CLERK	105.07	Payroll
249	JOHNSON, DARLENE LONG	125.00	Poll Worker
250	JOHNSON, ELLEN	125.00	Poll Worker
251	JOHNSON, FANNIE	125.00	Poll Worker
252	JOHNSON, JAMES ROBERT	125.00	Poll Worker
253	JOHNSON, MAXINE A	125.00	Poll Worker
254	JONES, DEBRA	125.00	Poll Worker
255	JONES, ELISHA	125.00	Poll Worker
256	JONES,MARGARET FIELDS	125.00	Poll Worker
257	JUDICIAL RETIREMENT FUND	954.85	Payroll
258	KEARNEY III, DENIS JOHN	125.00	Poll Worker
259	KEARNEY, JACQUELINE TYSON	125.00	Poll Worker
260	KELLER, RICHARD ALFRED	125.00	Poll Worker
261	KING, SANDRA K	125.00	Poll Worker
262	KING,CAROLYN COLLETTE	125.00	Poll Worker
263	KINNEY,TAMMY TERESA	125.00	Poll Worker
264	KITTRELL, CAROLYN NICHOLS	125.00	Poll Worker
265	KLEIN, RONALD RALPH	126.00	Solid Waste Refund
266	KNOCH, RICHARD PAUL JR.	125.00	Poll Worker
267	KNOCH,CATHERINE RUDER	125.00	Poll Worker
268	KOONTZ, PATRICIA L	125.00	Poll Worker
269	KOPTIS, RACHEL	125.00	Poll Worker
270	KOSTELECKY, JUDY S	125.00	Poll Worker
271	KRAL,JOAN S	125.00	Poll Worker
272	KRUEGER, LYNN	125.00	Poll Worker
273	KRUEGER, PAULA	125.00	Poll Worker
274	LAMMON, MARK ALAN	150.00	Poll Worker
275	LAUBENTHAL,KATHRYN M	125.00	Poll Worker
276	LAURIER, SUZANNE	125.00	Poll Worker
277	LEE, RICHARD PETER	125.00	Poll Worker
278	LEE,LULA BEATRICE	125.00	Poll Worker
279	LETT, WENDY AUSTIN	150.00	Poll Worker
280	LEWIS,DOROTHY LAMBERT	150.00	Poll Worker
281	LINDSAY,MARY ANN	125.00	Poll Worker
282	LINDSEY LANDSCAPING	282.00	Solid Waste Refund
283	LOGAN, MARGARET	125.00	Poll Worker

284	LONG, ABIGAIL	125.00	Poll Worker
285	LONG, DARYL BLAINE	150.00	Poll Worker
286	LONG, MARGARET CHILDRESS	125.00	Poll Worker
287	LONG, ALICE MARIE	125.00	Poll Worker
288	LONG, DANA CLYDE	125.00	Poll Worker
289	LONG, ELIZABETH PRUITT	125.00	Poll Worker
290	MAI, AMELIA	125.00	Poll Worker
291	MALONE, GERALD HUGH	125.00	Poll Worker
292	MALONE, JOAN JAMES	125.00	Poll Worker
293	MANGUS, DORIS DIAN	125.00	Poll Worker
294	MANGUS, KERMIT ASHLEY JR	125.00	Poll Worker
295	MANNICH, RONALD LOUIS	125.00	Poll Worker
296	MANSMANN, DEBRA MULLEN	125.00	Poll Worker
297	MARSHALL, VICKY I	125.00	Poll Worker
298	MARTIN, JOANNAH E	125.00	Poll Worker
299	MCCALL, WANELLA ALLEN	125.00	Poll Worker
300	MCCLUSKY, PATRICIA PEED	125.00	Poll Worker
301	MCDEVITT, MARILYN MCKENZIE	135.00	Poll Worker
302	MCDONALD, JOY LACEY	125.00	Poll Worker
303	MCDONALD, VICTORIA J	125.00	Poll Worker
304	MCELROY, ALLEN PRESTON JR	135.00	Poll Worker
305	MCELROY, DIANNE GLENN	125.00	Poll Worker
306	MCGHEE, KAREN M.	125.00	Poll Worker
307	MCGREW, LISE	125.00	Poll Worker
308	MCGUFF, SHARON B	150.00	Poll Worker
309	MCKEE, SUZANNE S	125.00	Poll Worker
310	MCKINLEY, CHARLES ALEX	125.00	Poll Worker
311	MCKINNEY, SALLY L	125.00	Poll Worker
312	MCNEAL, BERTHA HOUSTON	125.00	Poll Worker
313	MCNEIL, BONNIE LEE	150.00	Poll Worker
314	MERCURY FUNDING, LLC	327,611.38	Land Redemption
315	MESSERLI, KAREN B	125.00	Poll Worker
316	MICKLES, EUNICE	125.00	Poll Worker
317	MIDDLETON, DARREN WADE	700.27	Land Redemption
318	MILLS, STEPHEN LOCKWOOD	150.00	Poll Worker
319	MINOR, DEBORAH CALVIN	125.00	Poll Worker
320	MINTO, MARY BRINCAT	125.00	Poll Worker
321	MITCHELL, ELAINE	125.00	Poll Worker
322	MITCHELL, BARBARA WASHAM	125.00	Poll Worker
323	MOGAN, BELINDA	125.00	Poll Worker
324	MOGAN, MATTHEW FOREST	135.00	Poll Worker
325	MOORE, JOYCE ELIZABETH	125.00	Poll Worker
326	MORISANI, ROSANNE	125.00	Poll Worker
327	MORRIS, CLAUDINE G	135.00	Poll Worker
328	MORROW, DORIS S	125.00	Poll Worker
329	MOSLEY, TERESA F	125.00	Poll Worker
330	MOSLEY, ELLEN ISABELL	150.00	Poll Worker
331	MOSLEY, ROSE B	150.00	Poll Worker
332	MULLINGS, MARY DOROTHY	125.00	Poll Worker
333	NATIONWIDE RETIREMENT SOLUTION	8,494.01	Payroll
334	NEAL, JUDITH SMITH	125.00	Poll Worker
335	NELSON, KENNETH	125.00	Poll Worker
336	NELSON, MICHELLE JEANINE	125.00	Poll Worker
337	NELSON, SHELIA A	125.00	Poll Worker
338	NITTEBERG, ANNIE	125.00	Poll Worker
339	NORRIS, WESLEY ERAN	125.00	Poll Worker
340	NORTH BALDWIN UTILITIES	20,332.34	Utilities
341	ODOM, PHILISTINE ANTIONETTE	150.00	Poll Worker

342	OGDEN, CHARLES	125.00	Poll Worker
343	OJEDA, DOROTHY STAGG	125.00	Poll Worker
344	OROURKE, MICHAEL E	125.00	Poll Worker
345	OWEN, CHERYL CARLISLE	125.00	Poll Worker
346	PACATTE, LINDA R	125.00	Poll Worker
347	PAGE, TRACI LOUISE	125.00	Poll Worker
348	PALMER, KATHY	125.00	Poll Worker
349	PARKER, SAMULYN	125.00	Poll Worker
350	PARKER, DONNA L	125.00	Poll Worker
351	PARKER, FAYE MCPHERSON	125.00	Poll Worker
352	PARLIMAN, GLENDA B	125.00	Poll Worker
353	PARSONS, MARY ELLEN	125.00	Poll Worker
354	PATRICK, BRIDGETTE LAKAYDRA	125.00	Poll Worker
355	PATRICK, CHARLOTTE	125.00	Poll Worker
356	PATRICK, MELVIN W	125.00	Poll Worker
357	PATRICK, NORVELLA C	125.00	Poll Worker
358	PEAK, JUDY	125.00	Poll Worker
359	PEARSON, CAROL JEAN	125.00	Poll Worker
360	PEEBLES, IDA	125.00	Poll Worker
361	PENNINGER, CAROLYN B	125.00	Poll Worker
362	PETERSON, DEBORAH L	125.00	Poll Worker
363	PETERSON, FRANCES	125.00	Poll Worker
364	PETERSON, MARY	125.00	Poll Worker
365	PETERSON, THOMAS PRITCHETT	125.00	Poll Worker
366	PETTIBONE, DOROTHY MAE	125.00	Poll Worker
367	PETTIBONE, MELVIN L	125.00	Poll Worker
368	PING, JAMES KENNETH	125.00	Poll Worker
369	PING, RACHEL ELLEN	125.00	Poll Worker
370	PING, SAMANTHA	125.00	Poll Worker
371	PING, TRACIE SUE	125.00	Poll Worker
372	PORTER, ALPHA MARIA	125.00	Poll Worker
373	PORTER, LORA JANUARY	150.00	Poll Worker
374	POWELL, EDITH ELIZABETH	125.00	Poll Worker
375	PRICE, ANNE TOUART	125.00	Poll Worker
376	QUAITES, ERVIELENE DURGIN	125.00	Poll Worker
377	QUAITES, PATSY CLAYBORNE	125.00	Poll Worker
378	QUINLEY, SANDRA K	125.00	Poll Worker
379	RAMIREZ, JAMES LARRY	125.00	Poll Worker
380	RAMIREZ, SHARON LEE	125.00	Poll Worker
381	REAMER, KENNETH D	125.00	Poll Worker
382	REED, RICHARD A	125.00	Poll Worker
383	RENFRO, CHARLENE M	125.00	Poll Worker
384	RIDER, CHARLES RAY	125.00	Poll Worker
385	RILEY, CORA JEAN	125.00	Poll Worker
386	RIVIERA UTILITIES	15,440.34	Utilities
387	ROBBINS, DEBRA JOHNSON	125.00	Poll Worker
388	ROBERSON, KAREN LYNN	125.00	Poll Worker
389	ROBERSON, VICKI RUTH	125.00	Poll Worker
390	ROBERTS, ANNETTE M	125.00	Poll Worker
391	ROBERTS, LOUIS ELZBIE	150.00	Poll Worker
392	ROBERTSDALE POSTMASTER	346.00	PO Box Rental
393	ROBINSON, DIANE COLLINS	125.00	Poll Worker
394	ROBINSON, CHARLES EDWARD	125.00	Poll Worker
395	ROBINSON, MARJORIE HOLLIS	125.00	Poll Worker
396	ROBISON, WILLIAM EARL	125.00	Poll Worker
397	ROCKY TOP PROPERTIES, LLC	35,456.41	Land Redemption
398	ROCQUE, THOMAS C	125.00	Poll Worker
399	ROCQUE, KAREN S	125.00	Poll Worker

400	ROGERS,YVONNE ALLEN	125.00	Poll Worker
401	ROSS,PAULA MCCOOL	125.00	Poll Worker
402	ROUSSOS,JOHN G	125.00	Poll Worker
403	RUDICELL,JAMES PATRICK	135.00	Poll Worker
404	RUNDERSON,CECELIA JACKSON	125.00	Poll Worker
405	RYALS, LOLA HADLEY	135.00	Poll Worker
406	RYAN,GLORIA F	125.00	Poll Worker
407	RYNO CONSULTING LLC	627.10	Monthly Pay Flow Fee
408	SANDERS,EVELYN OATES	150.00	Poll Worker
409	SANDERS,JAMES HENRY	125.00	Poll Worker
410	SANDERS,RUTH JEANETTE	125.00	Poll Worker
411	SATURLEY, ROBERT EARL	125.00	Poll Worker
412	SATURLEY,JEAN MORGAN	125.00	Poll Worker
413	SCHACH, JULIE PING	125.00	Poll Worker
414	SHELL,BONNIE BATES	150.00	Poll Worker
415	SHELL,JOHN MELVIN JR	125.00	Poll Worker
416	SCHNEIDER, JUDITH ANN	125.00	Poll Worker
417	SCHOETZOW,EVELYN RENA	150.00	Poll Worker
418	SCHUBERT, LILLIAN	125.00	Poll Worker
419	SEBRING, MARILYNN LINDA	125.00	Poll Worker
420	SESSION, DIANNE	125.00	Poll Worker
421	SHADE, LINDA RUTH	125.00	Poll Worker
422	SHANNON, SANDRA	125.00	Poll Worker
423	SHAW, BARBARA	125.00	Poll Worker
424	SHAW, JOHN	125.00	Poll Worker
425	SHORT,BARBARA HOBBS	125.00	Poll Worker
426	SILVERHILL POSTMASTER	100.00	Postage
427	SIMS, JUDGE LARRY	125.00	Poll Worker
428	SIMS,BARBARA	125.00	Poll Worker
429	SIMS,JAMES HAROLD	150.00	Poll Worker
430	SIZEMORE,SUSAN GOODWYN	125.00	Poll Worker
431	SMITH, CHARLOTTE KELSO	125.00	Poll Worker
432	SMITH, CHRISTINE YOUNG	125.00	Poll Worker
433	SMITH, ELOUISE SLEDGE	125.00	Poll Worker
434	SMITH, RHONDA BENTON	125.00	Poll Worker
435	SMITH,ANGELA S	125.00	Poll Worker
436	SMITH,LARKUS MCGHEE	125.00	Poll Worker
437	SMITH,ROBIN ROXANNE	125.00	Poll Worker
438	SNOPL, TIMOTHY S	14,488.97	Land Redemption
439	SOUTHERN LINC WIRELESS	307.47	Telephone
440	SPIVEY, DELOIS	125.00	Poll Worker
441	SPIVEY, ROY L	125.00	Poll Worker
442	STAGGERS,RUCKER LEWIS	125.00	Poll Worker
443	STAHLHUT, ISABELLA	125.00	Poll Worker
444	STAHLHUT, JOHN	125.00	Poll Worker
445	STALLWORTH,AMY JEAN	125.00	Poll Worker
446	STAPLETON, ARTHUR WESLEY III	125.00	Poll Worker
447	STAPLETON, CAROLYN PALMER	125.00	Poll Worker
448	STAPLETON,ARTHUR WESLEY JR	125.00	Poll Worker
449	STAPLETON,BEVERLY JOANNE	125.00	Poll Worker
450	STEIN,GAIL PRICE	125.00	Poll Worker
451	STEISKAL,JANET LEE	150.00	Poll Worker
452	STEVENS,KAY ARNETT	125.00	Poll Worker
453	STEWART, FAYE M	125.00	Poll Worker
454	STEWART, MAXINE PRESLEY	125.00	Poll Worker
455	STOUDMIRE, CLORETTA	125.00	Poll Worker
456	STRONG,THELMA WASDEN	150.00	Poll Worker
457	STURMA, RUBY DOLORES	125.00	Poll Worker

458	SWANSON, WILLIAM A	125.00	Poll Worker
459	SWIGERT, GLORIA JEAN	125.00	Poll Worker
460	SWINDLE, BRYAN L	125.00	Poll Worker
461	SWINDLE, SHELIA	125.00	Poll Worker
462	TAIT, EDWINA OWENS	125.00	Poll Worker
463	TAIT, FELIX WAYNE	125.00	Poll Worker
464	TAYLOR, BROOKE	125.00	Poll Worker
465	TAYLOR, JOHN MELVIN	125.00	Poll Worker
466	TAYLOR, ROBERT U	150.00	Poll Worker
467	TEMONIA, FRANK	125.00	Poll Worker
468	THOMAS, BETTY O	125.00	Poll Worker
469	THOMLEY, PAULA VICTORIA	125.00	Poll Worker
470	TIMMONS, CAROL B	125.00	Poll Worker
471	TODD, ALLEN	125.00	Poll Worker
472	TRENT, WILMA J	150.00	Poll Worker
473	TROTT, PATSY YVONNE	125.00	Poll Worker
474	TUCKER, LINDA S	125.00	Poll Worker
475	TUNSTALL, MAJOR	125.00	Poll Worker
476	TYREE, ROBERT EARL	125.00	Poll Worker
477	UNDERWOOD, HELEN HOLMES	125.00	Poll Worker
478	VALENTZ, EUGENE	125.00	Poll Worker
479	VAN VALKENBURGH, JIMMIE BULLOCK	125.00	Poll Worker
480	VERIZON WIRELESS	300.49	Telephone
481	WAGNER, RAMONA LYNN	150.00	Poll Worker
482	WALKER, CHERYL P	125.00	Poll Worker
483	WALLEY, GAIL FUQUA	150.00	Poll Worker
484	WALLEY, KATHY B	125.00	Poll Worker
485	WALLS, REBECCA LYNN	125.00	Poll Worker
486	WANNINGER, SHEILA	125.00	Poll Worker
487	WARD, DIANE VARNER	125.00	Poll Worker
488	WARD, JESI LYNN	125.00	Poll Worker
489	WARREN, KATIE A	125.00	Poll Worker
490	WATERS, JOHN MELVIN	125.00	Poll Worker
491	WATERS, PAMELA PARKER	125.00	Poll Worker
492	WATERS, DORA MARIE	150.00	Poll Worker
493	WATERS, KERMIT W JR	125.00	Poll Worker
494	WATLEY, JUDY ALLEN	125.00	Poll Worker
495	WATSON, MAZIE DEER	150.00	Poll Worker
496	WATSON, PAT	150.00	Poll Worker
497	WEAVER, JEANNE RANAE	125.00	Poll Worker
498	WEBB, JR., ROBERT L	150.00	Poll Worker
499	WEBER, PATRICIA ANN	125.00	Poll Worker
500	WELKER, VELMA	125.00	Poll Worker
501	WELLS, JUDITH DODSON	125.00	Poll Worker
502	WEST, BESSIE J	125.00	Poll Worker
503	WHITE, LILLIAN MARIE	125.00	Poll Worker
504	WHITE, PAULA MARIE	125.00	Poll Worker
505	WHITE, EDNA BAZOR	125.00	Poll Worker
506	WHITEHURST, ELIZABETH EVANS	125.00	Poll Worker
507	WHITEHURST, MELVIN E	125.00	Poll Worker
508	WHITTINGTON, SANDRA A	125.00	Poll Worker
509	WHITTINGTON, CAROLYN E	150.00	Poll Worker
510	WILKES, ANN M	125.00	Poll Worker
511	WILLIAMS, ANNIE B	125.00	Poll Worker
512	WILLIAMS, LOCKE WHITLEY	125.00	Poll Worker
513	WILLIAMS, MARY ELIZABETH	125.00	Poll Worker
514	WILLIAMSON, GAIL CAMANN	125.00	Poll Worker
515	WILLIS, DEBORAH ANDRESS	125.00	Poll Worker

516	WILSON, BRETT	125.00	Poll Worker
517	WILSON,DORIS R	125.00	Poll Worker
518	WIMBERLY, LINDA	125.00	Poll Worker
519	WINTERS, BRENDA	125.00	Poll Worker
520	WINTERS, LARRY W	125.00	Poll Worker
521	WOMACK,SYLVIA H	125.00	Poll Worker
522	WRIGHT, EVELYN DENNIS	150.00	Poll Worker
523	YANNY, CHARLES EDWARD	125.00	Poll Worker
524	YNTEMA,SHELLY KAY	150.00	Poll Worker
525	YOUNG,VICKIE BISHOP	125.00	Poll Worker
526	ZOERNER, CANOY L	125.00	Poll Worker
527	ZOERNER, ROBERT ALAN	125.00	Poll Worker
Grand Total		3,233,397.28	

Document				Date	Co.	Name	Address Number	Amounts								
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken			G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account 00018481						Cash	Batch Number	2840896	Type	M	Date	10/10/2018	User ID	RBENSON		
PN	9204383			10/10/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				3,658.84-				D	
PV	472197	00790	001	10/10/2018		42257 999 10052018	WEEK: 10/01/18-10/05/18									
						Cash	00018481				3,658.84-	AA				
PN	9204383			10/10/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				1,654.30-				D	
PV	472197	00790	002	10/10/2018		42257 999 10052018	WEEK: 10/01/18-10/05/18									
						Cash	00018481				1,654.30-	AA				
PN	9204383			10/10/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				169.00-				D	
PV	472197	00790	003	10/10/2018		42257 999 10052018	WEEK: 10/01/18-10/05/18									
						Cash	00018481				169.00-	AA				
PN	9204383			10/10/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				411.80-				D	
PV	472197	00790	004	10/10/2018		42257 999 10052018	WEEK: 10/01/18-10/05/18									
						Cash	00018481				411.80-	AA				
PN	9204383			10/10/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				707.27-				D	
PV	472197	00790	005	10/10/2018		42257 999 10052018	WEEK: 10/01/18-10/05/18									
						Cash	00018481				707.27-	AA				
PN	9204383			10/10/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				67,347.81-				D	
PV	472197	00790	006	10/10/2018		42257 999 10052018	WEEK: 10/01/18-10/05/18									
						Cash	00018481				67,347.81-	AA				
PN	9204383			10/10/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				11,384.75-				D	
PV	472197	00790	007	10/10/2018		42257 999 10052018	WEEK: 10/01/18-10/05/18									
						Cash	00018481				11,384.75-	AA				
PN	9204383			10/10/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				182.11-				D	
PV	472197	00790	008	10/10/2018		42257 999 10052018	WEEK: 10/01/18-10/05/18									

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..... Document				Date	Co.	Name	Address Number Amounts							Tax Amount
Ty	Payment	Voucher	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	
					Voucher		Account Description	Account Number	Discount Taken	Distribution					
							Cash	00018481		182.11-	AA				
							Totals for Bank Account		85,515.88-	85,515.88-					
							Totals for Batch		85,515.88-	85,515.88-					
							User Total		85,515.88-	85,515.88-					
							Grand Total		85,515.88-	85,515.88-					

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
10009	ALABAMA POWER CO ***		00001	66,053.93		66,053.93
14397	AT&T MOBILITY (WIRELESS) **		00001	42.23		42.23
19049	FOLEY, CITY OF		00001	57.72		57.72
48004	BAY MINETTE POSTMASTER		00001	10,225.00		10,225.00
48182	ROBERTSDALE POSTMASTER		00001	346.00		346.00
51003	RIVIERA UTILITIES		00001	11,157.71		11,157.71
54017	AT&T (BELLSOUTH)*		00001	3,798.26		3,798.26
61111	CENTURYLINK(GULF TELEPHONE CO		00001	1,788.56		1,788.56
62367	SOUTHERN LINC WIRELESS		00001	307.47		307.47
63589	AT&T (BELLSOUTH)**		00001	57.40		57.40
	General Fund		00001	93,834.28		93,834.28
10009	ALABAMA POWER CO ***		00104	306.49		306.49
	Legislative Del Off Fund		00104	306.49		306.49
10009	ALABAMA POWER CO ***		00105	2,861.26		2,861.26
	Juvenile Detention Fac Fund		00105	2,861.26		2,861.26
10009	ALABAMA POWER CO ***		00106	14.67		14.67
	Baldwin Co Archives Fund		00106	14.67		14.67
10009	ALABAMA POWER CO ***		00111	2,534.88		2,534.88
54017	AT&T (BELLSOUTH)*		00111	555.25		555.25
	7 Cent Gasoline Tax Fund		00111	3,090.13		3,090.13
19003	NORTH BALDWIN UTILITIES		00140	17.68		17.68
54017	AT&T (BELLSOUTH)*		00140	165.71		165.71
	Council on Aging Fund		00140	183.39		183.39
10009	ALABAMA POWER CO ***		00143	298.36		298.36
51003	RIVIERA UTILITIES		00143	45.00		45.00
	Section 18 Fund		00143	343.36		343.36
10009	ALABAMA POWER CO ***		00144	298.23		298.23
19003	NORTH BALDWIN UTILITIES		00144	98.63		98.63
63589	AT&T (BELLSOUTH)**		00144	302.24		302.24
	Parks Fund		00144	699.10		699.10
189491	LINDSEY LANDSCAPING (R)		00511	282.00		282.00
189492	BANKSTON, RALPH & TANIA (R)		00511	192.00		192.00
	Solid Waste Collection Fund		00511	474.00		474.00
10009	ALABAMA POWER CO ***		00708	909.11		909.11
	Community Corrections		00708	909.11		909.11
120281	EQUITY TRUST COMPANY CUSTODIAN	866 8459090	00725	19,903.65		19,903.65
157622	HOLLOWELL, ASA B		00725	10,609.23		10,609.23
165235	MERCURY FUNDING, LLC		00725	109,677.14		109,677.14
184449	ROCKY TOP PROPERTIES, LLC		00725	29,414.36		29,414.36
187263	SNOPL, TIMOTHY S		00725	14,488.97		14,488.97

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
188877	ANTHONY, ROSALYN		00725	2,122.99			2,122.99
189250	FNA 2018-1 LLC		00725	377,299.54			377,299.54
	Land Redemption Fund		00725	563,515.88			563,515.88
152240	VERIZON WIRELESS **		00740	280.07			280.07
	Law Library Fund		00740	280.07			280.07
Grand Total(s)			00740	666,511.74			666,511.74

..... 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	Discount Taken	G/L	Distribution					
					Voucher		Account Description	Account Number									
G/L Bank Account	00018481						Cash	Batch Number	2840919	Type	M	Date	10/12/2018	User ID	RBENSON		
PN	9204384				10/12/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	18,624.92-						D		
PV	472208	00790	001		10/12/2018		42257-998 9012018										
PERIOD: 09/01/18-10/01/18																	
							Cash	00018481					18,624.92-	AA			
Totals for Bank Account									18,624.92-			18,624.92-					
Totals for Batch									18,624.92-			18,624.92-					
User Total									18,624.92-			18,624.92-					
Grand Total									18,624.92-			18,624.92-					

..... 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	2840920	Type	M	Date	10/12/2018	User ID	RBENSON				
PN	9204385			10/12/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					515.10-					D	
PV	472210	00790	001	10/12/2018		42257 998 10052018	WEEK: 10/01/18-10/05/18											
						Cash	00018481					515.10-		AA				
PN	9204385			10/12/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,184.90-					D	
PV	472210	00790	002	10/12/2018		42257 998 10052018	WEEK: 10/01/18-10/05/18											
						Cash	00018481					1,184.90-		AA				
PN	9204385			10/12/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					70.00-					D	
PV	472210	00790	003	10/12/2018		42257 998 10052018	WEEK: 10/01/18-10/05/18											
						Cash	00018481					70.00-		AA				
PN	9204385			10/12/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					212.40-					D	
PV	472210	00790	004	10/12/2018		42257 998 10052018	WEEK: 10/01/18-10/05/18											
						Cash	00018481					212.40-		AA				
PN	9204385			10/12/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					31,574.36-					D	
PV	472210	00790	005	10/12/2018		42257 998 10052018	WEEK: 10/01/18-10/05/18											
						Cash	00018481					31,574.36-		AA				
PN	9204385			10/12/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,950.41-					D	
PV	472210	00790	006	10/12/2018		42257 998 10052018	WEEK: 10/01/18-10/05/18											
						Cash	00018481					2,950.41-		AA				
PN	9204385			10/12/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					144.24-					D	
PV	472210	00790	007	10/12/2018		42257 998 10052018	WEEK: 10/01/18-10/05/18											
						Cash	00018481					144.24-		AA				
Totals for Bank Account								36,651.41-					36,651.41-					

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..... Document				Date	Co.	Name	Address Number Amounts							
Ty	Payment	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount
Voucher				Voucher		Account Description	Account Number	Discount Taken	Distribution						
Totals for Batch								36,651.41-	36,651.41-						
User Total								36,651.41-	36,651.41-						
Grand Total								36,651.41-	36,651.41-						

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..... Document				Date	Co.	Name	Address Number Amounts								LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken	G/L Distribution										
G/L Bank Account 00033079						Cash	Batch Number	2840927	Type	M	Date	10/15/2018	User ID	SGRANT						
PN	9204386			10/15/2018	00511	RYNO CONSULTING LLC	182668	627.10-						D						
PV	472211	00511	001	10/15/2018		4596	MONTHLY PAY FLOW FEE													
						Cash	00033079					627.10-	AA							
						Totals for Bank Account						627.10-	627.10-							
						Totals for Batch						627.10-	627.10-							
						User Total						627.10-	627.10-							
						Grand Total						627.10-	627.10-							

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..... Document				Date	Co.	Name	Address Number Amounts												Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type						
G/L Bank Account 00018481				Cash			Batch Number	2840953	Type	M	Date	10/16/2018	User ID	SGRANT						
PN	9204389			10/16/2018	00510	AL STATE DEPT OF REVENUE	153509					60,754.52-			D					
PV	472541	00510	001	10/16/2018		9302018	4TH QTR FY18 DISPOSAL FEES													
				Cash			00018481					60,754.52-		AA						
PN	9204389			10/16/2018	00510	AL STATE DEPT OF REVENUE	153509					15,802.31-			D					
PV	472541	00510	002	10/16/2018		9302018	4TH QTR FY18 DISPOSAL FEES													
				Cash			00018481					15,802.31-		AA						
Totals for Bank Account												76,556.83-		76,556.83-						
Totals for Batch												76,556.83-		76,556.83-						
User Total												76,556.83-		76,556.83-						
Grand Total												76,556.83-		76,556.83-						

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	4,758.73	4,758.73	
36240	JUDICIAL RETIREMENT FUND		00001	954.85	954.85	
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	347.08	347.08	
180373	BALDWIN CNTY COMMISSION - DENT		00001	3,988.50	3,988.50	
184047	O'BRIEN, DANIEL		00001	368.30	368.30	
186456	BALDWIN CNTY COMMISSION - HEAL		00001	24,974.15	24,974.15	
	General Fund		00001	35,391.61	35,391.61	
717	FLEXIBLE BENEFITS	251 9370264	00103	41.67	41.67	
180373	BALDWIN CNTY COMMISSION - DENT		00103	31.50	31.50	
186456	BALDWIN CNTY COMMISSION - HEAL		00103	351.32	351.32	
	County Transportation Fund		00103	424.49	424.49	
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	
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	436.15	436.15	
180373	BALDWIN CNTY COMMISSION - DENT		00105	413.50	413.50	
186456	BALDWIN CNTY COMMISSION - HEAL		00105	1,874.08	1,874.08	
	Juvenile Detention Fac Fund		00105	2,772.49	2,772.49	
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	149.00	149.00	
186456	BALDWIN CNTY COMMISSION - HEAL		00109	540.30	540.30	
	Animal Shelter		00109	689.30	689.30	
717	FLEXIBLE BENEFITS	251 9370264	00111	1,865.23	1,865.23	
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	
145998	INTERNAL REVENUE SERVICE		00111	238.86	238.86	
148216	FLORIDA, STATE OF DISBURSEMENT		00111	116.31	116.31	
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,519.50	2,519.50	
184047	O'BRIEN, DANIEL		00111	420.46	420.46	
186456	BALDWIN CNTY COMMISSION - HEAL		00111	15,006.41	15,006.41	
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84	
	7 Cent Gasoline Tax Fund		00111	21,785.05	21,785.05	
717	FLEXIBLE BENEFITS	251 9370264	00120	639.53	639.53	
180373	BALDWIN CNTY COMMISSION - DENT		00120	646.50	646.50	
184047	O'BRIEN, DANIEL		00120	299.99	299.99	

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
186456	BALDWIN CNTY COMMISSION - HEAL		00120	3,608.36	3,608.36		
	Reappraisal Fund		00120	5,194.38	5,194.38		
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	751.00	751.00		
184047	O'BRIEN, DANIEL		00143	289.84	289.84		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	4,167.52	4,167.52		
	Section 18 Fund		00143	5,929.24	5,929.24		
717	FLEXIBLE BENEFITS	251 9370264	00144	27.09	27.09		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	128.77	128.77		
180373	BALDWIN CNTY COMMISSION - DENT		00144	296.00	296.00		
184047	O'BRIEN, DANIEL		00144	364.96	364.96		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	1,667.35	1,667.35		
	Parks Fund		00144	2,484.17	2,484.17		
717	FLEXIBLE BENEFITS	251 9370264	00146	41.67	41.67		
180373	BALDWIN CNTY COMMISSION - DENT		00146	10.50	10.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00146	168.51	168.51		
	Eastern Shore Metro Planning O		00146	220.68	220.68		
717	FLEXIBLE BENEFITS	251 9370264	00510	737.95	737.95		
180373	BALDWIN CNTY COMMISSION - DENT		00510	606.50	606.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	3,557.89	3,557.89		
188062	BALDWIN CNTY COMMISSION - BOOT		00510	37.50	37.50		
	Solid Waste Fund		00510	4,939.84	4,939.84		
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	1,216.00	1,216.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00511	6,195.79	6,195.79		
	Solid Waste Collection Fund		00511	8,491.16	8,491.16		
Grand Total(s)			00511	90,437.15	90,437.15		

.....Supplier.....			.....Aging.....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
183630	DONOHOO CHEVROLET LLC	205 444-9333	00511	67,425.90			67,425.90
	Solid Waste Collection Fund		00511	67,425.90			67,425.90
	Grand Total(s)		00511	67,425.90			67,425.90

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Document Payment Ty Voucher Co. Item				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
G/L Bank Account 00018481						Cash	Batch Number	2840950	Type	M	Date	10/16/2018	User ID	DAUSTIN
PN	9204388			10/16/2018	00001	AL STATE DEPT OF TREASURY	182304					.25-		
PV	472518	00001	002	10/16/2018		GF FD UNCLAIMED PROP FY18	Payzoom LLC							
PN	9204388			10/16/2018	00001	AL STATE DEPT OF TREASURY	182304					125.00-		
PV	472518	00001	003	10/16/2018		GF FD UNCLAIMED PROP FY18	John Bednarczyk							
PN	9204388			10/16/2018	00001	AL STATE DEPT OF TREASURY	182304					150.00-		
PV	472518	00001	004	10/16/2018		GF FD UNCLAIMED PROP FY18	Mazie Deer Watson							
PN	9204388			10/16/2018	00001	AL STATE DEPT OF TREASURY	182304					150.00-		
PV	472518	00001	005	10/16/2018		GF FD UNCLAIMED PROP FY18	Mazie Deer Watson							
PN	9204388			10/16/2018	00001	AL STATE DEPT OF TREASURY	182304					150.00-		
PV	472518	00001	006	10/16/2018		GF FD UNCLAIMED PROP FY18	Mazie Deer Watson							
PN	9204388			10/16/2018	00001	AL STATE DEPT OF TREASURY	182304					77.00-		
PV	472518	00001	007	10/16/2018		GF FD UNCLAIMED PROP FY18	Cheryl Reynolds							
PN	9204388			10/16/2018	00105	AL STATE DEPT OF TREASURY	182304					11.78-		
PV	472519	00105	001	10/16/2018		FD105 UNCLAIMED PROP FY18	CAROLYN RIDER							
PN	9204388			10/16/2018	00111	AL STATE DEPT OF TREASURY	182304					115.50-		
PV	472520	00111	001	10/16/2018		FD111 UNCLAIMED PROP FY18	VINCENT BEEBE							
PN	9204388			10/16/2018	00111	AL STATE DEPT OF TREASURY	182304					6.73-		
PV	472520	00111	002	10/16/2018		FD111 UNCLAIMED PROP FY18	ROBERT THOMPSON							
PN	9204388			10/16/2018	00140	AL STATE DEPT OF TREASURY	182304					1.80-		
PV	472521	00140	001	10/16/2018		FD140 UNCLAIMED PROP FY18	LAURA MATHIS							
PN	9204388			10/16/2018	00140	AL STATE DEPT OF TREASURY	182304					20.00-		
PV	472521	00140	002	10/16/2018		FD140 UNCLAIMED PROP FY18	KATHRYN MIKESELL							
PN	9204388			10/16/2018	00140	AL STATE DEPT OF TREASURY	182304					12.00-		
PV	472521	00140	003	10/16/2018		FD140 UNCLAIMED PROP FY18	CATHERINE WELCH-WARREN							
PN	9204388			10/16/2018	00140	AL STATE DEPT OF TREASURY	182304					12.00-		
PV	472521	00140	004	10/16/2018		FD140 UNCLAIMED PROP FY18	FRANCES M JACKSON							
PN	9204388			10/16/2018	00140	AL STATE DEPT OF TREASURY	182304					12.00-		
PV	472521	00140	005	10/16/2018		FD140 UNCLAIMED PROP FY18	ESTATE OF ROY W BAUMAN							
PN	9204388			10/16/2018	00725	AL STATE DEPT OF TREASURY	182304					105.80-		

Document				Date	Co.	Name	Address Number	Amounts								Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type			
PV	472522	00725	001	10/16/2018		FD725 UNCLAIMED PROP FY18	SOURTHERN COAST INVESTMENTS									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-								
PV	472523	00511	002	10/16/2018		FD511 UNCLAIMED PROP FY18	Kimberly Asbury									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	59.03-								
PV	472523	00511	003	10/16/2018		FD511 UNCLAIMED PROP FY18	Terrence Withers									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	14.00-								
PV	472523	00511	004	10/16/2018		FD511 UNCLAIMED PROP FY18	Ashley Coomer									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	46.00-								
PV	472523	00511	005	10/16/2018		FD511 UNCLAIMED PROP FY18	Terrence Watson									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-								
PV	472523	00511	006	10/16/2018		FD511 UNCLAIMED PROP FY18	Estate of Doran Hoffman									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-								
PV	472523	00511	007	10/16/2018		FD511 UNCLAIMED PROP FY18	Cayla Workman									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	14.00-								
PV	472523	00511	008	10/16/2018		FD511 UNCLAIMED PROP FY18	Jordan T. James									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-								
PV	472523	00511	009	10/16/2018		FD511 UNCLAIMED PROP FY18	Johnny and Jamie Kinney									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	16.00-								
PV	472523	00511	010	10/16/2018		FD511 UNCLAIMED PROP FY18	Pamela May									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	14.00-								
PV	472523	00511	011	10/16/2018		FD511 UNCLAIMED PROP FY18	Kathryn Moore									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	28.50-								
PV	472523	00511	012	10/16/2018		FD511 UNCLAIMED PROP FY18	Ashley Owensby									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	28.00-								
PV	472523	00511	013	10/16/2018		FD511 UNCLAIMED PROP FY18	Bradley Prentiss									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	46.00-								
PV	472523	00511	014	10/16/2018		FD511 UNCLAIMED PROP FY18	Judy Bassett									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-								
PV	472523	00511	015	10/16/2018		FD511 UNCLAIMED PROP FY18	Wesley Beard									
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	14.00-								

..... Document				Date	Co.	Name	Address Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution					
PV	472523	00511	016	10/16/2018		FD511 UNCLAIMED PROP FY18	John Michael Brown							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	4.00-						
PV	472523	00511	017	10/16/2018		FD511 UNCLAIMED PROP FY18	Benjamin Griffeth							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	19.86-						
PV	472523	00511	018	10/16/2018		FD511 UNCLAIMED PROP FY18	Marie Knight							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	22.42-						
PV	472523	00511	019	10/16/2018		FD511 UNCLAIMED PROP FY18	Kurt and Deborah Lofink							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	46.00-						
PV	472523	00511	020	10/16/2018		FD511 UNCLAIMED PROP FY18	Railhouse Enterprises LLC							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	3.75-						
PV	472523	00511	021	10/16/2018		FD511 UNCLAIMED PROP FY18	Amos Watson							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	32.00-						
PV	472523	00511	022	10/16/2018		FD511 UNCLAIMED PROP FY18	David White Spinner							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-						
PV	472523	00511	023	10/16/2018		FD511 UNCLAIMED PROP FY18	Travis Willis							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-						
PV	472523	00511	024	10/16/2018		FD511 UNCLAIMED PROP FY18	Lisa Johnston							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	16.70-						
PV	472523	00511	025	10/16/2018		FD511 UNCLAIMED PROP FY18	Jack Rogers							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	16.00-						
PV	472523	00511	026	10/16/2018		FD511 UNCLAIMED PROP FY18	Rassan Tarabein							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	18.70-						
PV	472523	00511	027	10/16/2018		FD511 UNCLAIMED PROP FY18	Tracy Branch							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	448.00-						
PV	472523	00511	028	10/16/2018		FD511 UNCLAIMED PROP FY18	Virginia Gould							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-						
PV	472523	00511	029	10/16/2018		FD511 UNCLAIMED PROP FY18	Andrew Phillips							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	18.70-						
PV	472523	00511	030	10/16/2018		FD511 UNCLAIMED PROP FY18	Yoder Bakeries							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	14.00-						

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
PV	472523	00511	031	10/16/2018		FD511 UNCLAIMED PROP FY18	David Brantley							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	46.00-						
PV	472523	00511	032	10/16/2018		FD511 UNCLAIMED PROP FY18	Kasie Tanley							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	16.00-						
PV	472523	00511	033	10/16/2018		FD511 UNCLAIMED PROP FY18	Christina Brunson-Zellers							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	10.30-						
PV	472523	00511	034	10/16/2018		FD511 UNCLAIMED PROP FY18	Charles R Franz Jr							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	14.00-						
PV	472523	00511	035	10/16/2018		FD511 UNCLAIMED PROP FY18	Alan Gunn							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	72.00-						
PV	472523	00511	036	10/16/2018		FD511 UNCLAIMED PROP FY18	David Hathcock							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	54.85-						
PV	472523	00511	037	10/16/2018		FD511 UNCLAIMED PROP FY18	Estate of Leona B Hodges							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	142.20-						
PV	472523	00511	038	10/16/2018		FD511 UNCLAIMED PROP FY18	Zenbio							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	94.00-						
PV	472523	00511	039	10/16/2018		FD511 UNCLAIMED PROP FY18	Alexander S Glover Jr							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	46.00-						
PV	472523	00511	040	10/16/2018		FD511 UNCLAIMED PROP FY18	Chad Devine							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-						
PV	472523	00511	041	10/16/2018		FD511 UNCLAIMED PROP FY18	Johnathan and Jessica Lambert							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-						
PV	472523	00511	042	10/16/2018		FD511 UNCLAIMED PROP FY18	Dana L Cabana							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	16.70-						
PV	472523	00511	043	10/16/2018		FD511 UNCLAIMED PROP FY18	David Bittle III							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-						
PV	472523	00511	044	10/16/2018		FD511 UNCLAIMED PROP FY18	Laise Summerlin							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	14.00-						
PV	472523	00511	045	10/16/2018		FD511 UNCLAIMED PROP FY18	Greg Alaniz							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-						

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Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution					
PV	472523	00511	046	10/16/2018		FD511 UNCLAIMED PROP FY18	Jessica Blakely							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-						
PV	472523	00511	047	10/16/2018		FD511 UNCLAIMED PROP FY18	Estate of Robert D Culbertson							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	15.00-						
PV	472523	00511	048	10/16/2018		FD511 UNCLAIMED PROP FY18	Estate of Clifton J Patterson							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-						
PV	472523	00511	049	10/16/2018		FD511 UNCLAIMED PROP FY18	Lazaro Penton							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	9.00-						
PV	472523	00511	050	10/16/2018		FD511 UNCLAIMED PROP FY18	Johnathan Carter							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	30.00-						
PV	472523	00511	051	10/16/2018		FD511 UNCLAIMED PROP FY18	M&J Beach Rental LLC							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	14.00-						
PV	472523	00511	052	10/16/2018		FD511 UNCLAIMED PROP FY18	Jackson McKeown							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	14.00-						
PV	472523	00511	053	10/16/2018		FD511 UNCLAIMED PROP FY18	Judy A Morrill							
PN	9204388			10/16/2018	00511	AL STATE DEPT OF TREASURY	182304	77.00-						
PV	472523	00511	054	10/16/2018		FD511 UNCLAIMED PROP FY18	Russell Parks							
Totals for Bank Account								2,994.57-						
Totals for Batch								2,994.57-						
User Total								2,994.57-						
Grand Total								2,994.57-						

Document				Date	Co.	Name	Address Number	Amounts												
Ty	Payment	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount				G/L	LT	PC	PI	Subledger	Type	Tax Amount		
				Voucher		Account Description	Account Number	Discount Taken				Distribution								
G/L Bank Account				00018481		Cash	Batch Number	2840960	Type	M	Date	10/16/18	User ID	ECUTSINGER						
PN	9204390			10/19/18	00001	IRS-TAX PAYMENT	54188					26,649.31-				D				
T7	472286	00001	001	10/19/18		10161885721106	636001408	Payroll Taxes												
						Cash	00018481					26,649.31-	AA							
PN	9204390			10/19/18	00001	IRS-TAX PAYMENT	54188					50,980.08-				D				
T7	472287	00001	001	10/19/18		10161885721107	636001408	Payroll Taxes												
						Cash	00018481					50,980.08-	AA							
PN	9204390			10/19/18	00103	IRS-TAX PAYMENT	54188					232.85-				D				
T7	472288	00103	001	10/19/18		10161885721108	636001408	Payroll Taxes												
						Cash	00018481					232.85-	AA							
PN	9204390			10/19/18	00103	IRS-TAX PAYMENT	54188					392.16-				D				
T7	472289	00103	001	10/19/18		10161885721109	636001408	Payroll Taxes												
						Cash	00018481					392.16-	AA							
PN	9204390			10/19/18	00104	IRS-TAX PAYMENT	54188					388.18-				D				
T7	472291	00104	001	10/19/18		10161885721110	636001408	Payroll Taxes												
						Cash	00018481					388.18-	AA							
PN	9204390			10/19/18	00104	IRS-TAX PAYMENT	54188					659.68-				D				
T7	472292	00104	001	10/19/18		10161885721111	636001408	Payroll Taxes												
						Cash	00018481					659.68-	AA							
PN	9204390			10/19/18	00105	IRS-TAX PAYMENT	54188					1,715.67-				D				
T7	472293	00105	001	10/19/18		10161885721112	636001408	Payroll Taxes												
						Cash	00018481					1,715.67-	AA							
PN	9204390			10/19/18	00105	IRS-TAX PAYMENT	54188					4,027.90-				D				
T7	472294	00105	001	10/19/18		10161885721113	636001408	Payroll Taxes												

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		4,027.90-	AA				
PN	9204390			10/19/18	00106	IRS-TAX PAYMENT	54188	134.83-				D		
T7	472295	00106	001	10/19/18		10161885721114	636001408 Payroll Taxes							
						Cash	00018481		134.83-	AA				
PN	9204390			10/19/18	00106	IRS-TAX PAYMENT	54188	863.92-				D		
T7	472296	00106	001	10/19/18		10161885721115	636001408 Payroll Taxes							
						Cash	00018481		863.92-	AA				
PN	9204390			10/19/18	00109	IRS-TAX PAYMENT	54188	1,413.32-				D		
T7	472297	00109	001	10/19/18		10161885721116	636001408 Payroll Taxes							
						Cash	00018481		1,413.32-	AA				
PN	9204390			10/19/18	00109	IRS-TAX PAYMENT	54188	2,235.42-				D		
T7	472298	00109	001	10/19/18		10161885721117	636001408 Payroll Taxes							
						Cash	00018481		2,235.42-	AA				
PN	9204390			10/19/18	00111	IRS-TAX PAYMENT	54188	17,137.33-				D		
T7	472299	00111	001	10/19/18		10161885721118	636001408 Payroll Taxes							
						Cash	00018481		17,137.33-	AA				
PN	9204390			10/19/18	00111	IRS-TAX PAYMENT	54188	34,712.26-				D		
T7	472300	00111	001	10/19/18		10161885721119	636001408 Payroll Taxes							
						Cash	00018481		34,712.26-	AA				
PN	9204390			10/19/18	00120	IRS-TAX PAYMENT	54188	5,637.30-				D		
T7	472302	00120	001	10/19/18		10161885721120	636001408 Payroll Taxes							
						Cash	00018481		5,637.30-	AA				
PN	9204390			10/19/18	00120	IRS-TAX PAYMENT	54188	10,435.84-				D		
T7	472303	00120	001	10/19/18		10161885721121	636001408 Payroll Taxes							

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		10,435.84-	AA				
PN	9204390			10/19/18	00140	IRS-TAX PAYMENT	54188	747.74-					D	
T7	472304	00140	001	10/19/18		10161885721122	636001408 Payroll Taxes							
						Cash	00018481		747.74-	AA				
PN	9204390			10/19/18	00140	IRS-TAX PAYMENT	54188	1,774.40-					D	
T7	472305	00140	001	10/19/18		10161885721123	636001408 Payroll Taxes							
						Cash	00018481		1,774.40-	AA				
PN	9204390			10/19/18	00143	IRS-TAX PAYMENT	54188	5,058.89-					D	
T7	472306	00143	001	10/19/18		10161885721124	636001408 Payroll Taxes							
						Cash	00018481		5,058.89-	AA				
PN	9204390			10/19/18	00143	IRS-TAX PAYMENT	54188	10,368.84-					D	
T7	472307	00143	001	10/19/18		10161885721125	636001408 Payroll Taxes							
						Cash	00018481		10,368.84-	AA				
PN	9204390			10/19/18	00144	IRS-TAX PAYMENT	54188	1,702.01-					D	
T7	472308	00144	001	10/19/18		10161885721126	636001408 Payroll Taxes							
						Cash	00018481		1,702.01-	AA				
PN	9204390			10/19/18	00144	IRS-TAX PAYMENT	54188	3,777.24-					D	
T7	472309	00144	001	10/19/18		10161885721127	636001408 Payroll Taxes							
						Cash	00018481		3,777.24-	AA				
PN	9204390			10/19/18	00146	IRS-TAX PAYMENT	54188	291.95-					D	
T7	472310	00146	001	10/19/18		10161885721128	636001408 Payroll Taxes							
						Cash	00018481		291.95-	AA				
PN	9204390			10/19/18	00146	IRS-TAX PAYMENT	54188	594.18-					D	
T7	472311	00146	001	10/19/18		10161885721129	636001408 Payroll Taxes							

..... Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		594.18-	AA				
PN	9204390			10/19/18	00510	IRS-TAX PAYMENT	54188	4,714.50-				D		
T7	472313	00510	001	10/19/18		10161885721130	636001408 Payroll Taxes							
						Cash	00018481		4,714.50-	AA				
PN	9204390			10/19/18	00510	IRS-TAX PAYMENT	54188	9,818.10-				D		
T7	472314	00510	001	10/19/18		10161885721131	636001408 Payroll Taxes							
						Cash	00018481		9,818.10-	AA				
PN	9204390			10/19/18	00511	IRS-TAX PAYMENT	54188	5,953.24-				D		
T7	472315	00511	001	10/19/18		10161885721132	636001408 Payroll Taxes							
						Cash	00018481		5,953.24-	AA				
PN	9204390			10/19/18	00511	IRS-TAX PAYMENT	54188	13,327.50-				D		
T7	472316	00511	001	10/19/18		10161885721133	636001408 Payroll Taxes							
						Cash	00018481		13,327.50-	AA				
PN	9204390			10/19/18	00740	IRS-TAX PAYMENT	54188	3.28-				D		
T7	472317	00740	001	10/19/18		10161885721134	636001408 Payroll Taxes							
						Cash	00018481		3.28-	AA				
PN	9204390			10/19/18	00740	IRS-TAX PAYMENT	54188	77.64-				D		
T7	472318	00740	001	10/19/18		10161885721135	636001408 Payroll Taxes							
						Cash	00018481		77.64-	AA				
PN	9204390			10/19/18	00001	IRS-TAX PAYMENT	54188	4,937.12-				D		
T7	472525	00001	001	10/19/18		10161810322910	636001408 Payroll Taxes							
						Cash	00018481		4,937.12-	AA				
PN	9204390			10/19/18	00001	IRS-TAX PAYMENT	54188	3,258.30-				D		
T7	472540	00001	001	10/19/18		1016181032299	636001408 Payroll Taxes							

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..... Document				Date	Co.	Name	Address Number Amounts							Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger	/Type	
						Cash	00018481		3,258.30-	AA					
						Totals for Bank Account		224,020.98-	224,020.98-						
						Totals for Batch		224,020.98-	224,020.98-						
						User Total		224,020.98-	224,020.98-						
						Grand Total		224,020.98-	224,020.98-						

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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	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		229,770.35-	AA				
PN	9204393			10/17/2018	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	12,686.71-				D		
PV	472687	00001	003	10/17/2018		10172018A	FY-18-19 EST WORKER COMP							
						Cash	00018481		12,686.71-	AA				
Totals for Bank Account								1,227,793.89-	636,129.30-					
Totals for Batch								1,227,793.89-	636,129.30-					
User Total								1,227,793.89-	636,129.30-					
Grand Total								1,227,793.89-	636,129.30-					

Document				Date	Co.	Name	Address Number	Amounts											
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount				G/L	LT	PC	PI	Subledger	Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount	Taken		Distribution								
G/L Bank Account				00018481		Cash	Batch Number	2841047	Type	M	Date	10/19/2018	User ID	SGRANT					
PN	9204394			10/19/2018	00001	HANCOCK BANK	185975				355.78-						D		
PV	472883	00001	001	9/30/2018		SEPT '18	CREDIT CARD SVC; SEPT 2018												
						Cash	00018481					355.78-	AA						
PN	9204394			10/19/2018	00111	HANCOCK BANK	185975				150.00-						D		
PV	472883	00001	002	9/30/2018		SEPT '18	CREDIT CARD SVC; SEPT 2018												
						Cash	00018481					150.00-	AA						
PN	9204394			10/19/2018	00111	HANCOCK BANK	185975				195.25-						D		
PV	472883	00001	003	9/30/2018		SEPT '18	CREDIT CARD SVC; SEPT 2018												
						Cash	00018481					195.25-	AA						
PN	9204394			10/19/2018	00111	HANCOCK BANK	185975				195.25-						D		
PV	472883	00001	004	9/30/2018		SEPT '18	CREDIT CARD SVC; SEPT 2018												
						Cash	00018481					195.25-	AA						
PN	9204394			10/19/2018	00111	HANCOCK BANK	185975				185.00-						D		
PV	472883	00001	005	9/30/2018		SEPT '18	CREDIT CARD SVC; SEPT 2018												
						Cash	00018481					185.00-	AA						
PN	9204394			10/19/2018	00001	HANCOCK BANK	185975				123.46-						D		
PV	472883	00001	006	9/30/2018		SEPT '18	CREDIT CARD SVC; SEPT 2018												
						Cash	00018481					123.46-	AA						
PN	9204394			10/19/2018	00001	HANCOCK BANK	185975				109.20-						D		
PV	472883	00001	007	9/30/2018		SEPT '18	CREDIT CARD SVC; SEPT 2018												
						Cash	00018481					109.20-	AA						
PN	9204394			10/19/2018	00109	HANCOCK BANK	185975				208.95-						D		
PV	472883	00001	008	9/30/2018		SEPT '18	CREDIT CARD SVC; SEPT 2018												

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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	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		208.95-	AA				
PN	9204394			10/19/2018	00120	HANCOCK BANK	185975	493.84-				D		
PV	472883	00001	009	9/30/2018		SEPT '18	CREDIT CARD SVC; SEPT 2018							
						Cash	00018481		493.84-	AA				
PN	9204394			10/19/2018	00001	HANCOCK BANK	185975	143.75-				D		
PV	472883	00001	010	9/30/2018		SEPT '18	CREDIT CARD SVC; SEPT 2018							
						Cash	00018481		143.75-	AA				
Totals for Bank Account								2,160.48-	2,160.48-					
Totals for Batch								2,160.48-	2,160.48-					
User Total								2,160.48-	2,160.48-					
Grand Total								2,160.48-	2,160.48-					

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
19003	NORTH BALDWIN UTILITIES		00001	20,041.07		20,041.07
19021	FAIRHOPE, CITY OF (UTILITIES)		00001	9,014.26		9,014.26
27007	CENTURYLINK (GULFTEL) **		00001	2,657.77		2,657.77
51003	RIVIERA UTILITIES		00001	171.84		171.84
54257	FRONTIER COMMUNICATIONS		00001	63.06		63.06
63589	AT&T (BELL SOUTH)**		00001	356.19		356.19
152240	VERIZON WIRELESS **		00001	20.42		20.42
155408	HARBOR COMMUNICATIONS LLC	6621532	00001	3,560.13		3,560.13
	General Fund		00001	35,884.74		35,884.74
19021	FAIRHOPE, CITY OF (UTILITIES)		00104	54.66		54.66
	Legislative Del Off Fund		00104	54.66		54.66
14005	BALDWIN EMC	251 9890118	00109	2,336.00		2,336.00
27007	CENTURYLINK (GULFTEL) **		00109	42.94		42.94
	Animal Shelter		00109	2,378.94		2,378.94
14005	BALDWIN EMC	251 9890118	00111	541.00		541.00
27007	CENTURYLINK (GULFTEL) **		00111	85.67		85.67
48055	SILVERHILL POSTMASTER		00111	100.00		100.00
51003	RIVIERA UTILITIES		00111	3,736.71		3,736.71
	7 Cent Gasoline Tax Fund		00111	4,463.38		4,463.38
14005	BALDWIN EMC	251 9890118	00140	134.00		134.00
27007	CENTURYLINK (GULFTEL) **		00140	45.59		45.59
	Council on Aging Fund		00140	179.59		179.59
19003	NORTH BALDWIN UTILITIES		00143	92.20		92.20
19021	FAIRHOPE, CITY OF (UTILITIES)		00143	237.04		237.04
51003	RIVIERA UTILITIES		00143	13.00		13.00
	Section 18 Fund		00143	342.24		342.24
14005	BALDWIN EMC	251 9890118	00144	174.00		174.00
51003	RIVIERA UTILITIES		00144	49.80		49.80
	Parks Fund		00144	223.80		223.80
14005	BALDWIN EMC	251 9890118	00510	6,475.00		6,475.00
27007	CENTURYLINK (GULFTEL) **		00510	218.62		218.62
	Solid Waste Fund		00510	6,693.62		6,693.62
181332	COVO, CARLOS P & MELISSA (R)		00511	225.00		225.00
189510	KLEIN, RONALD RALPH (R)		00511	126.00		126.00
	Solid Waste Collection Fund		00511	351.00		351.00
19003	NORTH BALDWIN UTILITIES		00708	82.76		82.76
	Community Corrections		00708	82.76		82.76
165235	MERCURY FUNDING, LLC		00725	217,934.24	217,934.24	
174019	AUSTILL, JERE III	251 6267972	00725	4,853.82	4,853.82	
181968	EQUITY TRUST CO CUSTODIAN FBO		00725	695.68	695.68	

.....Supplier.....			.....Aging.....			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
181970	EQUITY TRUST CO CUSTODIAN FBO		00725	9,072.58	9,072.58	
183258	ALABAMA WIDESPREAD HOLDINGS LL		00725	3,604.30	3,604.30	
184449	ROCKY TOP PROPERTIES, LLC		00725	6,042.05	6,042.05	
187156	AZALEA PINES LLC		00725	2,502.73	2,502.73	
188806	MIDDLETON, DARREN WADE		00725	700.27	700.27	
189250	FNA 2018-1 LLC		00725	46,631.18	46,631.18	
	Land Redemption Fund		00725	292,036.85	292,036.85	
Grand Total(s)			00725	342,691.58	292,036.85	50,654.73

..... 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		8,943.27-	AA				
PN	9204396			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	82.05-				D		
PV	472946	00790	009	10/22/2018		42257 999 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		82.05-	AA				
PN	9204396			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	231.00-				D		
PV	472946	00790	010	10/22/2018		42257 999 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		231.00-	AA				
PN	9204396			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	250.48-				D		
PV	472946	00790	011	10/22/2018		42257 999 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		250.48-	AA				
PN	9204396			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,258.70				D		
PV	472946	00790	012	10/22/2018		42257 999 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		3,258.70	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	278.40-				D		
PV	472945	00790	001	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		278.40-	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,219.00-				D		
PV	472945	00790	002	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		1,219.00-	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	210.50-				D		
PV	472945	00790	003	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		210.50-	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	204.95-				D		
PV	472945	00790	004	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							

..... 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		204.95-	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	85.00				D		
PV	472945	00790	005	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		85.00	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	21.00				D		
PV	472945	00790	006	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		21.00	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	37,914.86-				D		
PV	472945	00790	007	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		37,914.86-	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,380.92-				D		
PV	472945	00790	008	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		1,380.92-	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	414.30-				D		
PV	472945	00790	009	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		414.30-	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	115.50-				D		
PV	472945	00790	010	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		115.50-	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	8.83				D		
PV	472945	00790	011	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		8.83	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	16,227.75-				D		
PV	472945	00790	012	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							

..... 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		16,227.75-	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,397.17-				D		
PV	472945	00790	013	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		2,397.17-	AA				
PN	9204397			10/22/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,751.50				D		
PV	472945	00790	014	10/22/2018		42257 998 10122018	WEEK: 10/08/18-10/12/18							
						Cash	00018481		1,751.50	AA				
Totals for Bank Account								163,536.46-	105,039.44-					
Totals for Batch								163,536.46-	105,039.44-					
User Total								163,536.46-	105,039.44-					
Grand Total								163,536.46-	105,039.44-					

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Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount	Discount Taken					
G/L Bank Account 00018481						Cash	Batch Number	2840970	Type	M	Date	10/17/18	User ID	ECUTSINGER
PN	9204391			10/19/18	00001	NATIONWIDE RETIREMENT SOLUTION	40627					4,041.51-		
T7	472486	00001	001	10/19/18		1016188572170	NACO PPE 101418							
PN	9204391			10/19/18	00105	NATIONWIDE RETIREMENT SOLUTION	40627					63.00-		
T7	472487	00105	001	10/19/18		1016188572171	NACO PPE 101418							
PN	9204391			10/19/18	00111	NATIONWIDE RETIREMENT SOLUTION	40627					3,050.00-		
T7	472488	00111	001	10/19/18		1016188572172	NACO PPE 101418							
PN	9204391			10/19/18	00120	NATIONWIDE RETIREMENT SOLUTION	40627					585.00-		
T7	472489	00120	001	10/19/18		1016188572173	NACO PPE 101418							
PN	9204391			10/19/18	00143	NATIONWIDE RETIREMENT SOLUTION	40627					270.00-		
T7	472490	00143	001	10/19/18		1016188572174	NACO PPE 101418							
PN	9204391			10/19/18	00144	NATIONWIDE RETIREMENT SOLUTION	40627					90.00-		
T7	472491	00144	001	10/19/18		1016188572175	NACO PPE 101418							
PN	9204391			10/19/18	00510	NATIONWIDE RETIREMENT SOLUTION	40627					74.50-		
T7	472492	00510	001	10/19/18		1016188572176	NACO PPE 101418							
PN	9204391			10/19/18	00511	NATIONWIDE RETIREMENT SOLUTION	40627					195.00-		
T7	472493	00511	001	10/19/18		1016188572177	NACO PPE 101418							
PN	9204391			10/19/18	00001	NATIONWIDE RETIREMENT SOLUTION	40627					125.00-		
T7	472537	00001	001	10/19/18		1016181032296	NACO PPE 101418							
Totals for Bank Account												8,494.01-		
Totals for Batch												8,494.01-		
User Total												8,494.01-		
Grand Total												8,494.01-		

Document				Date	Co.	Name	Address Number	Amounts											
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken	G/L Distribution	LT	PC	PI	Subledger	/Type	Tax Amount			
G/L Bank Account				00018481		Cash	Batch Number	2841131	Type	M	Date	10/24/2018	User ID	RBENSON					
PN	9204399			10/24/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125									D			
PV	473153	00790	001	10/24/2018		42257 999 10192018	WEEK: 10/15/18-10/19/18												
						Cash	00018481						2,189.80-						
PN	9204399			10/24/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125									D			
PV	473153	00790	002	10/24/2018		42257 999 10192018	WEEK: 10/15/18-10/19/18												
						Cash	00018481						1,916.40-						
PN	9204399			10/24/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125									D			
PV	473153	00790	003	10/24/2018		42257 999 10192018	WEEK: 10/15/18-10/19/18												
						Cash	00018481						1,916.40-						
PN	9204399			10/24/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125									D			
PV	473153	00790	004	10/24/2018		42257 999 10192018	WEEK: 10/15/18-10/19/18												
						Cash	00018481						276.50-						
PN	9204399			10/24/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125									D			
PV	473153	00790	005	10/24/2018		42257 999 10192018	WEEK: 10/15/18-10/19/18												
						Cash	00018481						525.92-						
PN	9204399			10/24/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125									D			
PV	473153	00790	006	10/24/2018		42257 999 10192018	WEEK: 10/15/18-10/19/18												
						Cash	00018481						81,340.94-						
PN	9204399			10/24/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125									D			
PV	473153	00790	007	10/24/2018		42257 999 10192018	WEEK: 10/15/18-10/19/18												
						Cash	00018481						22,209.98-						
PN	9204399			10/24/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125									D			
PV	473153	00790	008	10/24/2018		42257 999 10192018	WEEK: 10/15/18-10/19/18												
						Cash	00018481						5,084.22-						
PN	9204399			10/24/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125									D			
PV	473153	00790	009	10/24/2018		42257 999 10192018	WEEK: 10/15/18-10/19/18												
						Cash	00018481						5,084.22-						
Totals for Bank Account								113,543.76-				113,543.76-							

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..... Document				Date	Co.	Name	Address Number Amounts						
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution					
Totals for Batch								113,543.76-	113,543.76-					
User Total								113,543.76-	113,543.76-					
Grand Total								113,543.76-	113,543.76-					

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
97691	BALDWIN COUNTY SEWER SERVICE L		00109	508.94			508.94
	Animal Shelter		00109	508.94			508.94
14005	BALDWIN EMC	251 9890118	00111	245.00			245.00
51003	RIVIERA UTILITIES		00111	18.26			18.26
97691	BALDWIN COUNTY SEWER SERVICE L		00111	228.90			228.90
	7 Cent Gasoline Tax Fund		00111	492.16			492.16
14005	BALDWIN EMC	251 9890118	00140	255.00			255.00
	Council on Aging Fund		00140	255.00			255.00
14005	BALDWIN EMC	251 9890118	00144	185.00			185.00
19021	FAIRHOPE, CITY OF (UTILITIES)		00144	14.22			14.22
51003	RIVIERA UTILITIES		00144	248.02			248.02
97691	BALDWIN COUNTY SEWER SERVICE L		00144	114.45			114.45
	Parks Fund		00144	561.69			561.69
14005	BALDWIN EMC	251 9890118	00510	415.00			415.00
97691	BALDWIN COUNTY SEWER SERVICE L		00510	655.00			655.00
	Solid Waste Fund		00510	1,070.00			1,070.00
184443	ELMORE, BENJAMIN		00725	2,725.22			2,725.22
187158	CANOPY INVESTMENT COMPANY LLC		00725	2,121.00			2,121.00
	Land Redemption Fund		00725	4,846.22			4,846.22
Grand Total(s)			00725	7,734.01			7,734.01

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts				G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken									
G/L Bank Account 00018481						Cash	Batch Number	2841161	Type	M	Date	10/26/2018	User ID			RBENSON	
PN	9204400			10/26/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					426.80-				D	
PV	473675	00790	001	10/26/2018		42257 998 10192018	WEEK: 10/15/18-10/19/18										
						Cash	00018481					426.80-		AA			
PN	9204400			10/26/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,285.50-				D	
PV	473675	00790	002	10/26/2018		42257 998 10192018	WEEK: 10/15/18-10/19/18										
						Cash	00018481					1,285.50-		AA			
PN	9204400			10/26/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					861.10-				D	
PV	473675	00790	003	10/26/2018		42257 998 10192018	WEEK: 10/15/18-10/19/18										
						Cash	00018481					861.10-		AA			
PN	9204400			10/26/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					308.81-				D	
PV	473675	00790	004	10/26/2018		42257 998 10192018	WEEK: 10/15/18-10/19/18										
						Cash	00018481					308.81-		AA			
PN	9204400			10/26/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					28,917.10-				D	
PV	473675	00790	005	10/26/2018		42257 998 10192018	WEEK: 10/15/18-10/19/18										
						Cash	00018481					28,917.10-		AA			
PN	9204400			10/26/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					6,294.38-				D	
PV	473675	00790	006	10/26/2018		42257 998 10192018	WEEK: 10/15/18-10/19/18										
						Cash	00018481					6,294.38-		AA			
PN	9204400			10/26/2018	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					17.92-				D	
PV	473675	00790	007	10/26/2018		42257 998 10192018	WEEK: 10/15/18-10/19/18										
						Cash	00018481					17.92-		AA			
Totals for Bank Account												38,111.61-		38,111.61-			

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Manual Payment Journal

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..... Document				Date	Co.	Name	Address Number Amounts							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
Totals for Batch								38,111.61-	38,111.61-						
User Total								38,111.61-	38,111.61-						
Grand Total								38,111.61-	38,111.61-						

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
10045185	HOUSEAL, PATRICIA		00001	125.00			125.00
10398342	OJEDA, DOROTHY STAGG		00001	125.00			125.00
19002191	GOODLIN, MARY		00001	125.00			125.00
20017117	MINTO, MARY BRINCAT		00001	125.00			125.00
20048188	GREGORY, WILHELMINA		00001	125.00			125.00
20058398	KITTRELL, CAROLYN NICHOLS		00001	125.00			125.00
20103931	NEAL, JUDITH SMITH		00001	125.00			125.00
20157151	FIVES, KATINA		00001	125.00			125.00
20163027	HAMILTON, THOMAS		00001	125.00			125.00
20209761	WHITE, PAULA MARIE	251 533-8423	00001	125.00			125.00
20328988	FIVES, WILLIAM PAUL		00001	125.00			125.00
20349255	GALLAGHER, CYNTHIA		00001	125.00			125.00
27001299	PEARSON, CAROL JEAN		00001	125.00			125.00
29001257	BLACKMON, ROBERT LEE		00001	125.00			125.00
30009352	COURSON, HENRY R		00001	125.00			125.00
30025825	COURSON, CAROLYN C		00001	125.00			125.00
30075825	SMITH, CHARLOTTE KELSO		00001	125.00			125.00
40001955	CHURCH, ERNEST A JR		00001	125.00			125.00
40024534	HAMMOCK, CHERRYL BEATSON		00001	150.00			150.00
50000903	STAPLETON,ARTHUR WESLEY JR	251 928-8101	00001	125.00			125.00
50000904	STAPLETON, ARTHUR WESLEY III		00001	125.00			125.00
50000905	STAPLETON,BEVERLY JOANNE	251 928-8101	00001	125.00			125.00
50000967	WHITTINGTON, SANDRA A		00001	125.00			125.00
50001074	SCHOETZOW,EVELYN RENA	251 987-5668	00001	150.00			150.00
50001129	RAMIREZ, JAMES LARRY		00001	125.00			125.00
50001130	RAMIREZ, SHARON LEE		00001	125.00			125.00
50001570	STALLWORTH,AMY JEAN	251 626-1283	00001	125.00			125.00
50001747	WILKES, ANN M		00001	125.00			125.00
50001784	YNTEMA,SHELLY KAY	251 989-7735	00001	150.00			150.00
50001801	YOUNG,VICKIE BISHOP	251 928-1052	00001	125.00			125.00
50001977	WELLS,JUDITH DODSON	251 626-7029	00001	125.00			125.00
50002212	YANNY, CHARLES EDWARD		00001	125.00			125.00
50002483	WATSON,MAZIE DEER	251 937-2199	00001	150.00			150.00
50002755	WANNINGER, SHEILA		00001	125.00			125.00
50003618	SMITH, ELOUISE SLEDGE		00001	125.00			125.00
50003621	STEISKAL,JANET LEE	251 968-8970	00001	150.00			150.00
50003671	FOUNTAIN, SCARLET		00001	125.00			125.00
50003828	STEIN,GAIL PRICE	251 937-4332	00001	125.00			125.00
50004037	SMITH, CHRISTINE YOUNG		00001	125.00			125.00
50004076	GORDON,CONNIE SIBLEY	251 937-4694	00001	125.00			125.00

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
50004477	SCHELL,JOHN MELVIN JR	251 988-8498	00001	125.00			125.00
50004535	SANDERS,EVELYN OATES	251 968-7715	00001	150.00			150.00
50004536	SANDERS,JAMES HENRY	251 968-7715	00001	125.00			125.00
50004755	SATURLEY, ROBERT EARL		00001	125.00			125.00
50004756	SATURLEY,JEAN MORGAN	251 987-5581	00001	125.00			125.00
50004757	WILLIS,DEBORAH ANDRESS	251 955-2469	00001	125.00			125.00
50005110	TUCKER,LINDA S	251 981-1942	00001	125.00			125.00
50005640	TAYLOR, BROOKE		00001	125.00			125.00
50005940	TAYLOR, JOHN MELVIN		00001	125.00			125.00
50006487	TRENT,WILMA J	251 980-5722	00001	150.00			150.00
50006765	SHADE, LINDA RUTH		00001	125.00			125.00
50006788	STRONG,THELMA WASDEN	251 540-7383	00001	150.00			150.00
50006990	GARDNER, CAROLYN ODOM		00001	125.00			125.00
50007194	SHAW, BARBARA		00001	125.00			125.00
50007195	SHAW, JOHN		00001	125.00			125.00
50007420	STEVENS,KAY ARNETT	251 540-7422	00001	125.00			125.00
50008155	DILLON, THERESA Y		00001	135.00			135.00
50008337	WILLIAMS, LOCKE WHITLEY		00001	125.00			125.00
50008360	WRIGHT, EVELYN DENNIS		00001	150.00			150.00
50008626	SMITH.ROBIN ROXANNE	251 937-2978	00001	125.00			125.00
50008661	WHITEHURST,MELVIN E	251 962-4340	00001	125.00			125.00
50008676	WALKER, CHERYL P		00001	125.00			125.00
50008747	WATERS,DORA MARIE	251 931-3563	00001	150.00			150.00
50008834	BELL, EMILY		00001	125.00			125.00
50009223	VAN VALKENBURGH,JIMMIE BULLOCK	968-8866	00001	125.00			125.00
50009625	WATLEY, JUDY ALLEN		00001	125.00			125.00
50009912	SIZEMORE,SUSAN GOODWYN	251 980-1296	00001	125.00			125.00
50010777	SCHNEIDER, JUDITH ANN		00001	125.00			125.00
50011306	JOHNSON, MAXINE A		00001	125.00			125.00
50011413	SCHUBERT, LILLIAN		00001	125.00			125.00
50011559	WATERS, PAMELA PARKER		00001	125.00			125.00
50011560	WATERS, JOHN MELVIN		00001	125.00			125.00
50011714	WARREN,KATIE A	251 988-1192	00001	125.00			125.00
50011974	PEEBLES, IDA		00001	125.00			125.00
50012373	WEBER,PATRICIA ANN	251 955-5635	00001	125.00			125.00
50012519	WARD, DIANE VARNER		00001	125.00			125.00
50012767	WILLIAMSON,GAIL CAMANN	251 960-5274	00001	125.00			125.00
50013194	SMITH,ANGELA S	251 626-9080	00001	125.00			125.00
50013536	STAHLHUT, JOHN		00001	125.00			125.00
50013619	STAHLHUT, ISABELLA		00001	125.00			125.00

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
50014169	STAGGERS,RUCKER LEWIS	251 987-1557	00001	125.00			125.00
50014230	SWIGERT,GLORIA JEAN	251 955-1993	00001	125.00			125.00
50014757	WIMBERLY, LINDA		00001	125.00			125.00
50014830	VALENTZ, EUGENE		00001	125.00			125.00
50014889	WATERS,KERMIT W JR	251 931-3563	00001	125.00			125.00
50014894	ALMAROAD,LAURA WATERS	251 931-3021	00001	125.00			125.00
50014898	WAGNER, RAMONA LYNN		00001	150.00			150.00
50014919	WHITTINGTON,CAROLYN E	251 379-3351	00001	150.00			150.00
50015349	WELKER,VELMA	251 937-8262	00001	125.00			125.00
50015454	WHITE, LILLIAN MARIE		00001	125.00			125.00
50015599	WILSON,DORIS R	251 937-8684	00001	125.00			125.00
50015767	WHITE,EDNA BAZOR	251 937-5877	00001	125.00			125.00
50016105	UNDERWOOD, HELEN HOLMES		00001	125.00			125.00
50017016	TUNSTALL, MAJOR		00001	125.00			125.00
50017740	GOMEZ,MAKAYLA FAYE	251 284-1266	00001	125.00			125.00
50019938	TROTT,PATSY YVONNE	251 626-1726	00001	125.00			125.00
50019940	TAIT,EDWINA OWENS	251 928-1120	00001	125.00			125.00
50019941	TAIT,FELIX WAYNE	251 928-1120	00001	125.00			125.00
50020228	TEMONIA, FRANK		00001	125.00			125.00
50020359	THOMAS,BETTY O	251 928-9579	00001	125.00			125.00
50020766	TAYLOR, ROBERT U		00001	150.00			150.00
50021496	DARBY, CHRISTINE HAYES		00001	125.00			125.00
50021741	BREEDEN,DANNY R	251 979-7889	00001	125.00			125.00
50021769	BRADLEY,BERNICE	251 937-7082	00001	125.00			125.00
50022023	BARNETT,JOHN EDGAR	251 931-3585	00001	150.00			150.00
50022283	BERT,DELORES PALMER	251 937-9304	00001	125.00			125.00
50022345	WILLIAMS, ANNIE B		00001	125.00			125.00
50022416	BYRD,MAXINE HARRIS	251 937-2767	00001	125.00			125.00
50022427	CHRISTOPHERSON,JANICE BARNES	251 964-6626	00001	150.00			150.00
50022768	BRYARS, CAROLYN K		00001	125.00			125.00
50022770	BRYARS,LARRY K	251 937-6798	00001	125.00			125.00
50022865	MOSLEY,ROSE B	251 455-1374	00001	150.00			150.00
50022888	BILL, KAREN W		00001	125.00			125.00
50023098	BARNARD, PATRICIA ANNE		00001	125.00			125.00
50023143	COTTEN, MARILYN		00001	125.00			125.00
50023214	CALLOWAY, ALISON MARIE		00001	125.00			125.00
50023326	COGGIN,GERALD CALVIN III	251 964-2945	00001	125.00			125.00
50023571	CULVER,VERA MARIK	251 928-9476	00001	125.00			125.00
50023688	COMSTOCK, DOROTHY MOSLEY		00001	125.00			125.00
50023827	GOLSON,LINDA FAYE	251 946-2334	00001	150.00			150.00

Supplier			Co	Balance Open	Aging		
Number	Name	Phone Number			Current	1 - 0	Over 0
50023836	CALLOWAY, EDITH		00001	125.00			125.00
50024032	CLARKE, CHERYL PATTERSON		00001	125.00			125.00
50024034	COMALANDER, RACHEL IRENE		00001	125.00			125.00
50024163	MCGUFF, SHARON B	251 937-9142	00001	150.00			150.00
50024212	CALLAWAY, JOYCE T		00001	125.00			125.00
50024302	CHASTANG, ALISON M	251 937-7083	00001	125.00			125.00
50024308	CAMPBELL, ROGER WILLIAM	251 928-7315	00001	125.00			125.00
50024414	BEVERLY, KATIE NICOLE	251 947-4135	00001	125.00			125.00
50024493	MINOR, DEBORAH CALVIN	251 943-5825	00001	125.00			125.00
50024716	BLASCHAK, DIANNE BROWN	251 928-9404	00001	150.00			150.00
50024808	BETHEA, KATHERINE M		00001	125.00			125.00
50024816	BETHEA, VIOLA		00001	125.00			125.00
50024921	BOYKIN, LOIS COWAN		00001	150.00			150.00
50024940	BROWN, ARVA SIRMON	251 626-2768	00001	125.00			125.00
50024992	BURCHETT, DONALD L	251 990-3093	00001	125.00			125.00
50025034	BROZ, EDITH		00001	125.00			125.00
50025035	BROZ, FRANK N III		00001	125.00			125.00
50025475	BAUER, CLARENCE		00001	125.00			125.00
50025476	BAUER, PAIRZETTY		00001	125.00			125.00
50025603	OWEN, CHERYL CARLISLE	251 968-6578	00001	125.00			125.00
50025703	COTTON, JAMES W JR	251 626-7960	00001	125.00			125.00
50026038	BROWN, JOANNE	251 928-7921	00001	125.00			125.00
50026079	BEAM, JR., JAMES H		00001	125.00			125.00
50026294	BODMAN, JANE ANN BURFORD	251 626-2655	00001	125.00			125.00
50026623	BARTELS, JOHN V		00001	125.00			125.00
50026884	BROWN, REBECCA ANN		00001	125.00			125.00
50027391	BLASCHAK, ANDREW J	251 928-9404	00001	125.00			125.00
50027727	BOULER, SHIRLEY EVANS	251 621-4944	00001	125.00			125.00
50028329	WALLEY, KATHY B		00001	125.00			125.00
50028513	BARNARD, RICHARD ALAN		00001	150.00			150.00
50028668	BROWN, ELOISE WHIDBEE	251 655-40	00001	125.00			125.00
50028846	BARROW, CAROL PURDY	251 937-8666	00001	125.00			125.00
50029273	BURCH, JOSEPH BENARD III	251 626-5230	00001	150.00			150.00
50029917	HARRISON, LYNN HARTZELL		00001	125.00			125.00
50029986	BEVERLY, BARBARA JAMES	251 978-3094	00001	150.00			150.00
50030067	BURCH IV, JOSEPH B.		00001	125.00			125.00
50030274	BRADLEY, VERONICA D		00001	125.00			125.00
50031027	BECKER, CASANDRA A	251 621-330	00001	125.00			125.00
50032059	BANKESTER, CAROLYN KELLER	251 937-7617	00001	125.00			125.00
50032166	BOOTHE, CYNTHIA ANN	251 928-8311	00001	125.00			125.00

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
50032584	BANKS, MELINDA B		00001	125.00		125.00
50032599	BERGMAN, PAUL		00001	125.00		125.00
50033126	CORBAN,NORMA PAULETTE	251 923-9787	00001	125.00		125.00
50033189	BRYARS, JERRIMIE RAY		00001	125.00		125.00
50034252	COOPER,JOHN MARSHALL	251 964-5502	00001	125.00		125.00
50034700	CARROLL,GLORIA H	251 981-3188	00001	125.00		125.00
50034811	COGBURN, CONNIE THOMLEY		00001	125.00		125.00
50034987	CLEWELL, SARAH DIANE		00001	125.00		125.00
50035143	CAMPBELL,JO ANN PARMAR	251 928-7315	00001	150.00		150.00
50035284	COX, NATHANIEL		00001	125.00		125.00
50035314	COLEY, RICKEY EARL	251 937-7583	00001	125.00		125.00
50035382	CALDWELL,ORA	251 580-1939	00001	125.00		125.00
50035390	CREEL, CHARLES		00001	125.00		125.00
50035714	BOTELER, MARCUS BRYANT		00001	125.00		125.00
50036197	ANDERSON,NANCY GECI	251 377-5419	00001	125.00		125.00
50037019	BAKER,PHILIP LINDLEY	251 981-7604	00001	125.00		125.00
50037039	ALLEN,RICKY LEONARD	251 990-6419	00001	125.00		125.00
50037566	ARNETTE, KAY VINING		00001	125.00		125.00
50038081	PATRICK, NORVELLA C		00001	125.00		125.00
50038124	ALLEN,DOROTHY BOLAR	251 928-546	00001	125.00		125.00
50038127	MCCALL,WANELLA ALLEN	251 786-6516	00001	125.00		125.00
50038157	ARCHER,OLIVETH MCCONNELL	251 981-5135	00001	125.00		125.00
50038510	AUSTIN, MARGARET LOUISE		00001	125.00		125.00
50038623	LETT, WENDY AUSTIN		00001	150.00		150.00
50038734	ANDERSON,MARY ELLEN	251 943-7315	00001	125.00		125.00
50038840	ALLISON,HELEN B	251 990-7382	00001	125.00		125.00
50038886	CLEMON, DELBRA A		00001	125.00		125.00
50038953	ARD, MARY BYRD		00001	125.00		125.00
50039231	ARDIS,TAWNYA T	251 626-9464	00001	125.00		125.00
50039338	ANDERSON, MYRIA FAYE		00001	125.00		125.00
50039390	AUSEON,DONALD E	251 970-3448	00001	125.00		125.00
50040245	DAVISON, IRMA LEE		00001	125.00		125.00
50040254	DISMUKES,H JACK T	251 626-5716	00001	125.00		125.00
50040411	COTTEN, GUNTER TAYLOR		00001	125.00		125.00
50040425	COVERT,SHIRLEY A	251 962-7354	00001	125.00		125.00
50040525	COLLIER,MARY ELLEN	251 962-3704	00001	125.00		125.00
50041652	CUNNINGHAM, KATHRYN NORTHCUTT		00001	125.00		125.00
50041767	COTTON, JESSIE GENE		00001	125.00		125.00
50041783	CLEMENTS, KAREN G		00001	150.00		150.00
50042642	DAVIS,JOHN WILEY	251 937-9855	00001	125.00		125.00

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
50042658	DOEGE,ALMA I	251 986-5201	00001	150.00			150.00
50043199	HICKS, SONIA MICHELLE		00001	125.00			125.00
50043330	DELAUNAY,MARY PRESLEY	251 945-1009	00001	125.00			125.00
50043565	ARNETTE,DENISE L	251 931-3463	00001	125.00			125.00
50043750	DICKMAN,GARY WAYNE	251 931-3071	00001	125.00			125.00
50044120	DEAN,SHERRIE LYLES	251 937-8075	00001	125.00			125.00
50044341	DOUGLAS,PAMELA E	251 961-7672	00001	150.00			150.00
50044342	DOUGLAS,HARRY EVERETTE	251 961-7672	00001	125.00			125.00
50044401	DOWNS,LINDA EKLUND	251 626-1789	00001	135.00			135.00
50045778	DICKS, PAULA B		00001	125.00			125.00
50046026	WOMACK,SYLVIA H	251 955-5294	00001	125.00			125.00
50046516	EAST, MICHAEL L		00001	125.00			125.00
50046685	EDWARDS, HARTFORD JR.		00001	125.00			125.00
50047018	ENTREKIN,CAROL ELLIOTT	251 937-5003	00001	125.00			125.00
50047019	ENTREKIN,CHARLES LAWSON	251 937-5003	00001	125.00			125.00
50047159	ELLIS,KAREN RENEE	251 964-4619	00001	150.00			150.00
50047298	KNOCH,CATHERINE RUDER	251 968-5141	00001	125.00			125.00
50047918	WILLIAMS, MARY ELIZABETH		00001	125.00			125.00
50048524	WALLEY, GAIL FUQUA		00001	150.00			150.00
50048589	COGGIN,ROSELLEN ELLISON	251 747-8071	00001	150.00			150.00
50048748	FEW,ROGER I	251 626-1075	00001	150.00			150.00
50050481	FRAYNE, SARA FRANCES V		00001	125.00			125.00
50050500	FASSBENDER, FREDERICK		00001	125.00			125.00
50050585	FIELDS,ERNEST T JR	251 937-5809	00001	150.00			150.00
50050784	FORRESTER, FRANCES H		00001	125.00			125.00
50051605	FULLER,ELLA MAE	251 625-4144	00001	125.00			125.00
50051627	GARNER, JR., GEORGE		00001	125.00			125.00
50052100	GARNER,ADELE GONZALES	251 937-3990	00001	125.00			125.00
50052122	GARRETT,JAMES M	251 626-1462	00001	125.00			125.00
50052164	GEBHART,DELLA EILAND	251 943-5856	00001	150.00			150.00
50052527	LEWIS,DOROTHY LAMBERT	251 937-7550	00001	150.00			150.00
50052838	GLENN, ELLA M		00001	125.00			125.00
50053359	GRAHAM, KATHERYN A		00001	125.00			125.00
50053432	GENTRY, ROBERT BRUCE		00001	125.00			125.00
50053610	GILES, BARBARA		00001	125.00			125.00
50054046	GILES, MILTON		00001	125.00			125.00
50054963	MOGAN, BELINDA		00001	125.00			125.00
50055682	GIBSON,VIRGINIA D	251 367-2144	00001	125.00			125.00
50055758	GASBARRO, ANTHONY		00001	125.00			125.00
50055759	GASBARRO,STEPHENIE	251 928-1972	00001	125.00			125.00

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
50055894	JONES, DEBRA		00001	125.00			125.00
50056004	FELL,JESSIE EMMA	251 961-1445	00001	135.00			135.00
50056555	HUDSON, VERDIS VERLON		00001	125.00			125.00
50056889	HASTINGS, KATHERINE		00001	125.00			125.00
50056929	HORACE,JOE MELVIN	251 937-1305	00001	125.00			125.00
50057404	DAVIS, ROSE KOPTIS		00001	125.00			125.00
50057549	PETERSON, MARY		00001	125.00			125.00
50057605	HOFFMAN,LEE DAVID	251 962-3339	00001	150.00			150.00
50057759	BRADLEY, DORETHA P.		00001	125.00			125.00
50058033	HALL, RICHARD D		00001	125.00			125.00
50058206	HAMILTON,SUSAN FISCHER	251 961-7718	00001	125.00			125.00
50058359	HAVARD, SALLY		00001	125.00			125.00
50058382	HANEY,IRMA IRENE	251 928-521	00001	125.00			125.00
50058437	HURST,BARRY LIVINGSTON	251 580-8123	00001	150.00			150.00
50058623	HENDERSON,MARY MORGAN	251 928-9662	00001	125.00			125.00
50058722	MCNEAL, BERTHA HOUSTON		00001	125.00			125.00
50058899	SHORT,BARBARA HOBBS	251 626-9703	00001	125.00			125.00
50059087	HARBISON, CLARA LILLIAN		00001	125.00			125.00
50059226	HOOKS, DELMA		00001	125.00			125.00
50059246	HIGHTOWER,FERROLYN HARRISON	251 626-9597	00001	125.00			125.00
50059252	HOSEY, RACHEL DAVES		00001	125.00			125.00
50061150	HURST, VIVIAN A		00001	125.00			125.00
50061699	HOLLIS,ANNETTE MIMI	251 987-5067	00001	125.00			125.00
50062483	HOLDEN,JULIE REYNOLDS	251 621-495	00001	125.00			125.00
50062706	JANUARY,SYLETTA FAYE	251 862-5450	00001	125.00			125.00
50063260	HICKS,TERRILL GEORGE	251 928-7944	00001	125.00			125.00
50063997	HESTER, ALTON C		00001	125.00			125.00
50064521	PORTER,LORA JANUARY	251 862-5230	00001	150.00			150.00
50064529	JONES, ELISHA		00001	125.00			125.00
50064607	JOHNSON, JAMES ROBERT		00001	125.00			125.00
50065119	JOHNSON, DARLENE LONG		00001	125.00			125.00
50065591	JERKINS,BERNICE GANDY	251 937-3250	00001	125.00			125.00
50065733	RUNDERSON,CECELIA JACKSON	251 626-4741	00001	125.00			125.00
50065740	JACKSON, KATHY		00001	125.00			125.00
50066708	JENKINS,BARBARA CHUNN	251 961-7156	00001	125.00			125.00
50066891	JONES,MARGARET FIELDS	251 937-6042	00001	125.00			125.00
50067554	KING,CAROLYN COLLETTE	251 964-6932	00001	125.00			125.00
50067913	JACKSON,JENNIFER S	251 981-2146	00001	125.00			125.00
50067967	KING, SANDRA K		00001	125.00			125.00
50068020	KOPTIS, RACHEL		00001	125.00			125.00

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
50068023	KRAL,JOAN S	251 947-4653	00001	125.00				125.00
50068063	JANUARY,LOKEESHA S	251 458-9374	00001	125.00				125.00
50068283	JEFFRIES, PAMELA MINTZ		00001	125.00				125.00
50068428	KOSTELECKY, JUDY S		00001	125.00				125.00
50068660	KOONTZ, PATRICIA L		00001	125.00				125.00
50069806	WARD, JESI LYNN		00001	125.00				125.00
50070004	KRUEGER, PAULA		00001	125.00				125.00
50070080	KEARNEY III, DENIS JOHN		00001	125.00				125.00
50070549	KEARNEY, JACQUELINE TYSON		00001	125.00				125.00
50070675	HOLMES, DONNA SUSAN		00001	125.00				125.00
50070706	KRUEGER, LYNN		00001	125.00				125.00
50071085	LOGAN, MARGARET		00001	125.00				125.00
50071687	LONG,ALICE MARIE	251 937-5269	00001	125.00				125.00
50071705	RENFRO, CHARLENE M		00001	125.00				125.00
50072264	KNOCH, RICHARD PAUL JR.		00001	125.00				125.00
50072384	LAUBENTHAL,KATHRYN M	251 928-1808	00001	125.00				125.00
50072404	KINNEY,TAMMY TERESA	251 943-9036	00001	125.00				125.00
50072523	LONG, MARGARET CHILDRESS		00001	125.00				125.00
50072796	STAPLETON, CAROLYN PALMER		00001	125.00				125.00
50073185	LONG,DANA CLYDE	251 986-3558	00001	125.00				125.00
50073220	LINDSAY,MARY ANN	251 986-6520	00001	125.00				125.00
50073380	BOLAR,YOLANDA GAIL	251 626-1283	00001	125.00				125.00
50073614	LONG, DARYL BLAINE		00001	150.00				150.00
50073793	LAURIER, SUZANNE		00001	125.00				125.00
50074069	LEE,LULA BEATRICE	251 937-6327	00001	125.00				125.00
50075047	LONG,ELIZABETH PRUITT	251 986-3558	00001	125.00				125.00
50075196	BISHOP,DOROTHY ALETHA	251 964-2436	00001	125.00				125.00
50075798	MANNICH,RONALD LOUIS	251 988-8677	00001	125.00				125.00
50075959	MOSLEY, TERESA F		00001	125.00				125.00
50076162	MOORE, JOYCE ELIZABETH		00001	125.00				125.00
50076284	JOHNSON, FANNIE		00001	125.00				125.00
50076460	MCDONALD, JOY LACEY		00001	125.00				125.00
50076486	MILLS,STEPHEN LOCKWOOD	251 928-971	00001	150.00				150.00
50077091	LEE, RICHARD PETER		00001	125.00				125.00
50077192	MOSLEY,ELLEN ISABELL	251 937-8489	00001	150.00				150.00
50077252	MALONE, GERALD HUGH		00001	125.00				125.00
50077259	MALONE, JOAN JAMES		00001	125.00				125.00
50077323	MCKINLEY, CHARLES ALEX		00001	125.00				125.00
50077325	MCNEIL, BONNIE LEE	251 945-6028	00001	150.00				150.00
50077748	MICKLES, EUNICE		00001	125.00				125.00

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
50077932	MOGAN, MATTHEW FOREST		00001	135.00			135.00
50078200	MCCLUSKY,PATRICIA PEED	251 968-6340	00001	125.00			125.00
50078615	TIMMONS, CAROL B		00001	125.00			125.00
50079128	MCELROY,DIANNE GLENN	251 981-7320	00001	125.00			125.00
50079141	MESSERLI,KAREN B	251 961-3066	00001	125.00			125.00
50079248	MITCHELL,BARBARA WASHAM	251 626-1479	00001	125.00			125.00
50079898	MCKINNEY,SALLY L	251 961-2620	00001	125.00			125.00
50080085	MORROW, DORIS S		00001	125.00			125.00
50080104	MANSMANN,DEBRA MULLEN	251 455-5556	00001	125.00			125.00
50080688	MITCHELL, ELAINE		00001	125.00			125.00
50080731	MANGUS,KERMIT ASHLEY JR	251 929-2339	00001	125.00			125.00
50081313	MANGUS, DORIS DIAN		00001	125.00			125.00
50082016	MCELROY,ALLEN PRESTON JR	251 981-7320	00001	135.00			135.00
50082323	JOHNSON, ELLEN		00001	125.00			125.00
50082567	MCKEE,SUZANNE S	251 928-4488	00001	125.00			125.00
50082856	MCDEVITT, MARILYN MCKENZIE		00001	135.00			135.00
50083143	MCDONALD,VICTORIA J	251 971-1510	00001	125.00			125.00
50084331	MORISANI, ROSANNE		00001	125.00			125.00
50084535	MAI, AMELIA		00001	125.00			125.00
50085056	MARTIN, JOANNAH E		00001	125.00			125.00
50085060	MULLINGS, MARY DOROTHY		00001	125.00			125.00
50085722	PARSONS,MARY ELLEN	251 928-2537	00001	125.00			125.00
50085956	NELSON, MICHELLE JEANINE		00001	125.00			125.00
50085957	NELSON, KENNETH		00001	125.00			125.00
50086284	NITTEBERG, ANNIE		00001	125.00			125.00
50086656	NORRIS,WESLEY ERAN	251 965-7550	00001	125.00			125.00
50087117	NELSON, SHELIA A		00001	125.00			125.00
50087207	PETTIBONE,DOROTHY MAE	251 988-8575	00001	125.00			125.00
50087978	OROURKE,MICHAEL E	251 981-6060	00001	125.00			125.00
50088162	HAVARD, JOLEE		00001	125.00			125.00
50088200	BYRD,CAROL PATIENCE	251 937-5953	00001	125.00			125.00
50088233	PRICE,ANNE TOUART	251 937-5252	00001	125.00			125.00
50088664	QUAITES,ERVIELENE DURGIN	251 928-9608	00001	125.00			125.00
50088763	PETTIBONE,MELVIN L	251 988-8575	00001	125.00			125.00
50088931	PARKER,FAYE MCPHERSON	251 968-7859	00001	125.00			125.00
50089077	SCHACH, JULIE PING		00001	125.00			125.00
50089178	PING, JAMES KENNETH	251 946-2310	00001	125.00			125.00
50089224	PING, TRACIE SUE		00001	125.00			125.00
50089244	ODOM,PHILISTINE ANTIONETTE	251 928-9608	00001	150.00			150.00
50089436	PORTER, ALPHA MARIA		00001	125.00			125.00

Supplier			Co	Balance Open	Aging			
Number	Name	Phone Number			Current	1 - 0	Over 0	
50089453	PETERSON, THOMAS PRITCHETT	251 988-8709	00001	125.00				125.00
50089507	GROVES, SHARON SUE	251 256-4072	00001	125.00				125.00
50089534	WHITEHURST, ELIZABETH EVANS	251 962-4340	00001	125.00				125.00
50089632	PALMER, KATHY		00001	125.00				125.00
50089978	PETERSON, FRANCES	251 988-8709	00001	125.00				125.00
50090065	POWELL, EDITH ELIZABETH	251 928-8233	00001	125.00				125.00
50090475	PEAK, JUDY		00001	125.00				125.00
50091038	PACATTE, LINDA R	251 981-7346	00001	125.00				125.00
50091599	PARKER, DONNA L	251 504-9312	00001	125.00				125.00
50091753	PARKER, SAMULYN		00001	125.00				125.00
50092051	PATRICK, BRIDGETTE LAKAYDRA		00001	125.00				125.00
50092217	ROBERTS, LOUIS ELZBIE	251 937-7472	00001	150.00				150.00
50092359	RYALS, LOLA HADLEY		00001	135.00				135.00
50092497	ROBERTS, ANNETTE M	251 577-6525	00001	125.00				125.00
50092518	PARLIMAN, GLENDA B		00001	125.00				125.00
50092805	ROBISON, WILLIAM EARL	251 391-9633	00001	125.00				125.00
50093475	RIDER, CHARLES RAY		00001	125.00				125.00
50093608	BARR, ANGELOUS BRYANT	251 937-7714	00001	125.00				125.00
50093609	MORRIS, CLAUDINE G	251 937-2218	00001	135.00				135.00
50093911	RUDICELL, JAMES PATRICK	251 626-16	00001	135.00				135.00
50093957	ROSS, PAULA MCCOOL	251 626-6988	00001	125.00				125.00
50093991	QUAITES, PATSY CLAYBORNE	251 554-430	00001	125.00				125.00
50093994	QUINLEY, SANDRA K		00001	125.00				125.00
50094385	ROGERS, YVONNE ALLEN	251 931-3528	00001	125.00				125.00
50094997	HERMAN, JOYCE LENELLE	251 873-388	00001	125.00				125.00
50095062	RYAN, GLORIA F	251 931-500	00001	125.00				125.00
50095080	ROBINSON, CHARLES EDWARD	251 928-952	00001	125.00				125.00
50095088	ROBINSON, MARJORIE HOLLIS	251 928-9310	00001	125.00				125.00
50095496	ROBERSON, VICKI RUTH	251 987-5819	00001	125.00				125.00
50095901	MCGHEE, KAREN M.		00001	125.00				125.00
50096067	ROBINSON, DIANE COLLINS		00001	125.00				125.00
50096079	RILEY, CORA JEAN		00001	125.00				125.00
50096790	HURLEY, MARY L		00001	125.00				125.00
50097163	ROBBINS, DEBRA JOHNSON	251 621-4922	00001	125.00				125.00
50097242	SMITH, LARKUS MCGHEE	251 626-9080	00001	125.00				125.00
50097470	SANDERS, RUTH JEANETTE	251 937-2470	00001	125.00				125.00
50097537	STURMA, RUBY DOLORES		00001	125.00				125.00
50097541	SWINDLE, BRYAN L		00001	125.00				125.00
50097542	SWINDLE, SHELIA		00001	125.00				125.00
50097594	ROBERSON, KAREN LYNN		00001	125.00				125.00

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
50097867	STOUDMIRE, CLORETTA		00001	125.00				125.00
50097959	SIMS,BARBARA	251 937-8435	00001	125.00				125.00
50097965	SHELL,BONNIE BATES	251 988-8498	00001	150.00				150.00
50098037	ROUSSOS,JOHN G	251 454-2700	00001	125.00				125.00
50098285	SIMS,JAMES HAROLD	251 937-8435	00001	150.00				150.00
50098384	STEWART, MAXINE PRESLEY	251 937-5996	00001	125.00				125.00
50098428	ROCQUE,KAREN S	251 962-3377	00001	125.00				125.00
50098429	ROCQUE, THOMAS C	251 873-1977	00001	125.00				125.00
50098678	SPIVEY, DELOIS		00001	125.00				125.00
50098679	SPIVEY, ROY L		00001	125.00				125.00
50099239	WATSON,PAT	251 937-2066	00001	150.00				150.00
50099731	GILMORE, MARY WAYNE		00001	125.00				125.00
50099947	ZOERNER, CANOY L		00001	125.00				125.00
50099948	ZOERNER, ROBERT ALAN		00001	125.00				125.00
61001581	CLINE, JENI G		00001	125.00				125.00
61002891	JACK CLINE, JR.		00001	125.00				125.00
64002491	TYREE, ROBERT EARL		00001	125.00				125.00
67300432	WEAVER, JEANNE RANAE		00001	125.00				125.00
67311623	CARROLL, NANCY T		00001	125.00				125.00
67313333	SEBRING, MARILYNN LINDA		00001	125.00				125.00
67349650	DEQUIRE, RANDYE JO		00001	125.00				125.00
67356980	ALLLISON, MARY CATHERINE		00001	125.00				125.00
67378653	ARMBRUSTER, JANELLE A		00001	125.00				125.00
67379707	BRANDT, GERLAD		00001	125.00				125.00
67380539	BOYKIN, BARBARA		00001	125.00				125.00
67382501	SHANNON, SANDRA		00001	125.00				125.00
67383485	PETERSON, DEBORAH L		00001	125.00				125.00
67390093	SWANSON, WILLIAM A		00001	125.00				125.00
67393670	PATRICK, MELVIN W		00001	125.00				125.00
67393672	PATRICK, CHARLOTTE		00001	125.00				125.00
67394499	BEDNARCZYK, JOHN		00001	125.00				125.00
67394792	GURSKY, JANE		00001	125.00				125.00
67402215	WEST, BESSIE J		00001	125.00				125.00
67407340	WINTERS, BRENDA		00001	125.00				125.00
67408957	WINTERS, LARRY W		00001	125.00				125.00
67425054	REAMER, KENNETH D		00001	125.00				125.00
67444858	PAGE, TRACI LOUISE		00001	125.00				125.00
67449084	REED, RICHARD A		00001	125.00				125.00
67453331	THOMLEY, PAULA VICTORIA		00001	125.00				125.00
67454623	CROCKETT, NORMAN WALLACE		00001	125.00				125.00

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
73004400	PING, RACHEL ELLEN		00001	125.00		125.00
73027729	SMITH, RHONDA BENTON		00001	125.00		125.00
73041531	BRADLEY, ADA LOUISE		00001	125.00		125.00
73210581	STEWART, FAYE M		00001	125.00		125.00
73416040	COLEMAN, ERILDA J		00001	125.00		125.00
73422379	MARSHALL, VICKY I		00001	125.00		125.00
73429597	FORD, JENNIFER M		00001	125.00		125.00
73435292	HERMAN, JAMES VERNON		00001	125.00		125.00
73484099	WALLS, REBECCA LYNN		00001	125.00		125.00
73509503	LAMMON, MARK ALAN		00001	150.00		150.00
73511940	BRADLEY, WILLIAM A		00001	125.00		125.00
73632570	CALLAWAY, SHELBY NICOLE		00001	125.00		125.00
73632793	SESSION, DIANNE		00001	125.00		125.00
73644431	HALEY, DEBRA JEAN		00001	150.00		150.00
73670871	DUNNAM, BEVERLY A		00001	125.00		125.00
73834878	WEBB, JR., ROBERT L		00001	150.00		150.00
73841296	KELLER, RICHARD ALFRED		00001	125.00		125.00
73850441	PENNINGER, CAROLYN B		00001	125.00		125.00
73894818	PING, SAMANTHA		00001	125.00		125.00
73920125	BUCHHOLZ, PHYLLIS ANN		00001	125.00		125.00
73931324	ALEXANDER, SUELLEN		00001	125.00		125.00
73947921	HOLLINGSWORTH, JOAN		00001	125.00		125.00
73973782	LONG, ABIGAIL		00001	125.00		125.00
74105954	OGDEN, CHARLES		00001	125.00		125.00
74190709	WILSON, BRETT		00001	125.00		125.00
74395885	MCGREW, LISE		00001	125.00		125.00
74511930	TODD, ALLEN		00001	125.00		125.00
74519862	SIMS, JUDGE LARRY		00001	125.00		125.00
74562986	HOLMES, CYNTHIA L		00001	125.00		125.00
General Fund			00001	59,965.00		59,965.00
Grand Total(s)			00001	59,965.00		59,965.00



Baldwin County Commission

Agenda Action Form

File #: 19-0167, **Version:** 1

Item #: GA1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Ronald J. Cink, County Administrator
Brian Peacock, CIS Director

Submitted by: Anu Gary, Admin/Records Mgr.

ITEM TITLE

Termination of Master Agreement and Statement of Work Blanket Services Agreement for SIRE Agenda Management System between the Baldwin County Commission and Hyland Software

STAFF RECOMMENDATION

Take the following actions:

- 1) Terminate the Master Software License, Services and Support Agreement and Statement of Work (SOW) Blanket Services Agreement between the Baldwin County Commission and Hyland Software, for the SIRE agenda management system, which were approved by the Baldwin County Commission on August 19, 2014; and
- 2) Authorize the Chairman to execute a notification letter to Hyland Software for the same.

BACKGROUND INFORMATION

Previous Commission action/date: August 19, 2014

Background: On May 22, 2018, Baldwin County Commission went live with its new agenda management system, Granicus (Legistar). During the transition period from the previous agenda management system (SIRE) to the new system, staff used both systems simultaneously for a brief period of time. The County ceased the use of SIRE agenda software and support on June 30, 2018, and the use of SIRE video hosting and subscription services on September 30, 2018. Currently, Administration staff is fully using Legistar for agenda management as well as video services for meetings. At this time, staff recommends that the Commission formally terminate the contracts with Hyland Software for SIRE services.

The Master Software License, Services and Support Agreement can be terminated by either party with 30-day written notice. The Statement of Work (SOW) Blanket Services Agreement can be terminated by either party with a 60-day notice.

When the County went live with Granicus in May 2018, staff communicated with Hyland Software the County's intent to phase out SIRE and cancel the services (software and support, and video hosting and subscription) with Hyland at that time. The action today will formally terminate the contracts between the Commission and Hyland.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration - Email signed notification letter to Hyland Software, Accounts Manager.

Update BCAP Contracts portal.

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

Additional instructions/notes: N/A



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

September 16, 2014

Ms. Kathleen Lynch
Contract Administrator - Legal Department
Hyland Software, Inc.
28500 Clemens Road
Westlake, Ohio 44145

RE: Master Software License, Services and Support Agreement and Statement of Work (Blanket Services) with Hyland Software, Inc.

Dear Ms. Lynch:

Enclosed, for your files, are the **executed copies** of the *Master Software License, Services and Support Agreement* and the *Statement of Work (Blanket Services)*, approved during the August 19, 2014, Baldwin County Commission meeting, between the Baldwin County Commission and Hyland Software, Inc. This Agreement is related to Baldwin County's agenda management software SIRE and is due to Hyland Software, Inc. purchasing all of the assets of SIRE Technologies.

If you have any questions or need further assistance, please do not hesitate to contact Anu Gary, Records Manager, at (251) 580-2564.

Sincerely,

MONICA E. TAYLOR
Assistant Records Manager
Baldwin County Commission

MET/cfc BA5

cc: Anu Gary
Brian Peacock
Wanda Gautney
Ron Cink
David Brewer

ENCLOSURE(S)

MASTER SOFTWARE LICENSE, SERVICES AND SUPPORT AGREEMENT

This Master Software License, Services and Support Agreement ("Agreement") is made and entered into as of the Effective Date (as hereinafter defined) by and between Hyland Software, Inc., with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 ("Hyland"), and Baldwin County Commission, a political subdivision of the State of Alabama, with its principal offices at 312 Courthouse Square, St. 12, Bay Minette, Alabama 36507 ("Customer"). On August 29, 2012, Hyland purchased substantially all of the assets of SIRE Technologies ("SIRE") from AlphaCorp, Inc. ("AlphaCorp") pursuant to an Asset Purchase Agreement (the "Purchase Agreement"). The parties wish to enter into a new agreement between Customer and Hyland; therefore, this Agreement amends, restates and supersedes all previous agreements between Customer and SIRE or AlphaCorp, including, but not limited to the SIRE Software Product License Agreement dated on or about March 2, 2010 (the "Initial License Agreement").

PURCHASE TABLE

INITIAL SOFTWARE LICENSED:		SOFTWARE LICENSE FEES	
SIRE™			
Current SIRE™ Software (for which Customer previously licensed under the Initial License Agreement)			
SIRE Server Core	1		
SIRE Agenda Plus Concurrent Licenses	20		
SIRE Agenda Wrap-Up	1		
SIRE Minutes Plus	2		
SIRE Video Encoder Server	1		
SIRE Video Streaming	1		

ANNUAL MAINTENANCE AND SUPPORT FOR SOFTWARE LICENSED UNDER THE SIRE SOFTWARE PRODUCT LICENSE AGREEMENT (LISTED AS CURRENT SOFTWARE ABOVE) FOR JANUARY 1, 2014 THROUGH DECEMBER 31, 2014:	ANNUAL MAINTENANCE FEES
	MAINTENANCE TOTAL: \$6,997.00

ANNUAL VIDEO STREAMING UNDER THE SIRE SOFTWARE PRODUCT LICENSE AGREEMENT (LISTED ABOVE) FOR JANUARY 1, 2014 THROUGH DECEMBER 31, 2014:	ANNUAL VIDEO STREAMING FEES
	MAINTENANCE TOTAL: \$6,360.00

This Agreement consists of this document and the General Terms and Conditions attached to this document as Attachment A and Attachment B. All Software, Work Products, Maintenance and Support, and Professional Services which may be licensed or purchased by Customer from Hyland from time to time shall be governed by this Agreement (including any SOWs that may be entered into under this Agreement). The parties acknowledge and agree that this Agreement takes precedence over any conflicting terms contained in a SOW (or, if applicable, purchase order), except the extent that this Agreement specifically permits one of its terms to be varied in a SOW and such term is varied in a SOW. Customer specifically represents and warrants to Hyland that Customer has read and understands all of the General Terms and Conditions prior to entering into this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

BALDWIN COUNTY COMMISSION
"CUSTOMER"

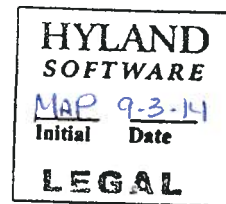
By: *Charles F. Bruzen*
CHARLES F. BRUZEN
Print Name
CHAIRMAN
Title
SEPTEMBER 9, 2014
Date

HYLAND SOFTWARE, INC.
"HYLAND"

By: *Noreen B. Kilbane*
Noreen B. Kilbane
Print Name
V.P.
Title
9/4/14
Date

Tax Information:

- ___ (1) Exempt (Provide Tax Exemption Form)
___ (2) Non-Exempt.



ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. DEFINED TERMS.

Certain capitalized terms used in this Agreement have the meanings set forth below:

- (a) **Beta Software.** “Beta Software” means, either:
 - (1) a complete new version of the Software which is a pre-release version only, is still undergoing development and testing at Hyland and is not a Hyland commercially released product; or
 - (2) a potential new Software module which is included in a commercially-released version of the Software, but which is not available for commercial licensing by Customer or Hyland’s other customers generally and is still undergoing development and testing at Hyland.
- (b) **Delivery.** “Delivery” (including “Deliver” or “Delivered”) means:
 - (1) in the case of Software: (A) in the case of any Software module included in the initial Software referenced in the Purchase Table, by the electronic downloading of such Software onto Customer’s systems, or such Software being made available by Hyland to Customer for electronic download onto Customer’s systems from a location identified by Hyland to Customer; or (B) in the case of any later licensed Software module, by the Delivery (in accordance with subparagraph (2) below) by Hyland to Customer of a Production Certificate which includes such Software module; and
 - (2) in the case of a Production Certificate, by Hyland either shipping (physically or electronically) the Production Certificate to Customer or making the Production Certificate available for electronic download by Customer from a location identified by Hyland to Customer.
- (c) **Documentation.** “Documentation” means: (1) in the case of the Software, the “Help Files” included in the Software which relate to the functional, operational or performance characteristics of the Software; or (2) in the case of any Work Product, the Specifications (if any) for the Work Product.
- (d) **Effective Date.** “Effective Date” means the date this Agreement is signed by the last party that signs, as determined based upon the dates set forth after their respective signatures.
- (e) **Error.** “Error” means any defect or condition inherent in the Software which is reported by Customer in accordance with this Agreement and which is confirmed by Hyland, that causes the Software to fail to function in all material respects as described in the Documentation.
- (f) **Error Correction Services.** “Error Correction Services” means Hyland’s services described in Section 5.2(b).
- (g) **Initial Maintenance Period.** “Initial Maintenance Period” is defined in Section 2.2(a).
- (h) **Innovations.** “Innovations” means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of this Agreement (including any SOW).
- (i) **Maintenance and Support.** “Maintenance and Support” means for Supported Software, (i) Error Correction Services; (ii) Technical Support Services; and (iii) the availability of Upgrades and Enhancements in accordance with Section 5.2(d).
- (j) **Production Certificate.** “Production Certificate” means license codes or a license certificate issued by Hyland and necessary for Customer to activate Software for Customer’s production use.
- (k) **Professional Services.** “Professional Services” means any or all of the following professional services provided by Hyland under a SOW: (1) installation of the Software; (2) consulting, implementation and integration projects related to the Software, including but not limited to the customized configuration of Software integration modules or business process automation modules; (3) project management; and (4) development projects in connection with the integration of Software with other applications utilizing any Software application programming interface (API).

(l) Software. "Software" means: (1) the software modules listed in the Purchase Table, and such other of such software modules with respect to which Customer submits a written purchase order to Hyland that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland as part of a unified product; and (2) all Upgrades and Enhancements of the software modules described in clause (1) which Customer properly obtains pursuant to the terms of Section 5.2(d) of these General Terms and Conditions.

(m) SOW. "SOW" means a statement of work developed in accordance with Section 4 of these General Terms and Conditions, which sets forth specific Professional Services Hyland will provide to Customer and which is signed by both parties.

(n) Specifications. "Specifications" means the definitive, final functional specifications for Work Products, if any, produced by Hyland under a SOW.

(o) Supported Software; Retired Software. At any particular time during a maintenance period covered by Section 5 of these General Terms and Conditions: (1) "Supported Software" means the current released version of the Software licensed by Customer from Hyland and any other version of such Software that is not Retired Software; or (2) "Retired Software" means any version of the Software licensed by Customer from Hyland under this Agreement which is identified as being retired on Hyland's applicable secure end user web site (as described on Attachment B). Hyland will specify on its end user web site Software versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site.

(p) Technical Support Services. "Technical Support Services" means Hyland's services described in Section 5.2(a).

(q) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to Customer or to Hyland's end users generally during the term of this Agreement to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

(r) Video Streaming Services. "Video Streaming Services" means Hyland's services, to the extent applicable, described in Section 5.8.

(s) Work Products. "Work Products" means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this Agreement.

2. FEES; EXPENSE REIMBURSEMENTS; TAXES; PAYMENT TERMS.

2.1 SOFTWARE LICENSE FEES; PAYMENT TERMS.

(a) Initial Software Licensed. With respect to the Software modules listed under the heading "Current Software" in the Purchase Table, Customer has previously licensed such Software under the Initial License Agreement, and paid the applicable Software license fees for the same, therefore, no additional Software license fees are due on or after the Effective Date.

(b) Follow-on Purchases of Licenses of Software. Software license fees for follow-on purchases of licenses of Software shall be determined at Hyland's retail list prices in effect at the time Customer submits its applicable purchase orders, or at such other prices as the parties may mutually agree upon. Hyland shall invoice Customer for such Software license fees on or after Hyland's acceptance of Customer's applicable purchase orders. Customer shall pay such invoices in full in accordance with Section 2.8 below.

2.2 ANNUAL MAINTENANCE FEES; PAYMENT TERMS.

(a) Initial Maintenance Period. The first maintenance period relating to the initial Supported Software listed in the Purchase Table under the heading "Current Software" shall be the twelve (12) month period that begins on January 1, 2014 through December 31, 2014, for which Customer has previously been invoiced. Customer shall pay such invoice on or before the Effective Date (the "Initial Maintenance Period").

(b) First Maintenance Period for Add-on Software. The first maintenance period related to Supported Software modules for which Customer purchases licenses under this Agreement after the Effective Date shall begin upon Delivery of such additional Software. Annual maintenance fees for the first maintenance period applicable to such Software shall be determined at Hyland's retail list prices in effect at the time Customer submits its applicable purchase orders, or at such other prices as the parties may mutually agree upon. Hyland shall invoice Customer for the annual maintenance fees for the first maintenance period applicable to such Software promptly upon Hyland's acceptance of Customer's purchase order for the purchase of Maintenance and Support for such Software. Customer shall pay such invoices in full in accordance with Section 2.8 below.

(c) Subsequent Maintenance Periods. Customer shall pay annual maintenance fees in such amounts as are invoiced for all renewal maintenance periods after the first maintenance period applicable to a particular Supported Software module. Hyland shall invoice Customer for the annual maintenance fees for each renewal maintenance period at least forty-five (45) days prior to the end of the then-current maintenance period. Customer shall pay each such invoice in full on or prior to the first day of the renewal maintenance period to which such invoice relates.

2.3 PROFESSIONAL SERVICES FEES. All pricing for professional services fees and all invoicing and payment terms related thereto shall be set forth in the applicable SOW. In connection with any professional services engagement in which the Hyland resource(s) is required to travel outside of the metropolitan area (or, if not applicable, the city or town) in which such Hyland resource(s) regularly works when not at a third party location, all determinations of professional services fees shall include travel time; provided that time spent commuting from a local place of residence (including a hotel) to a work location in the same locale will not be included in travel time. Except as otherwise provided in any applicable SOW, Hyland shall invoice Customer for professional service fees on a monthly basis, in arrears; and Customer shall pay in full each such invoice in accordance with Section 2.8 below.

2.3A VIDEO STREAMING SERVICES FEES. To the extent applicable, Customer shall pay annual video streaming fees in such amounts as are invoiced by Hyland for the Video Streaming Services. Such fees shall be invoiced by Hyland at the same time that any annual maintenance fees which are due and payable pursuant to Section 2.2 are invoiced and should Customer wish to continue such services, Customer shall pay such invoice in accordance with the terms of such Section.

2.4 TRAVEL AND EXPENSES. Customer shall be responsible to pay or reimburse Hyland for all customary and reasonable out-of-pocket travel, meals and lodging costs and expenses incurred by Hyland in connection with the performance of services under this Agreement and reimbursable in accordance with Hyland's applicable internal policy for the reimbursement of costs and expenses to its employees ("Hyland Expense Policy"). Except as otherwise provided in any applicable SOW, Hyland shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears; and Customer shall pay in full each such invoice in accordance with Section 2.8 below.

2.5 TRAINING. Hyland is permitted to treat this Agreement as Customer's written purchase order for the initial training, if any, listed in the Purchase Table, and Hyland's execution of this Agreement shall constitute Hyland's acceptance of such purchase order. On or after the Effective Date, Hyland shall invoice Customer for the training fees specified in the Purchase Table for such initial training, and such invoice shall be due and payable in full in accordance with Section 2.8 below. Customer acknowledges and agrees that training listed in the Purchase Table must be completed within twenty-four (24) months following the Effective Date. After such time Customer shall be required to repurchase the training at Hyland's then-current rates. Fees for other training which is not included in the training listed in the Purchase Table (e.g., additional training or expansion of the training listed in the Purchase Table to include additional personnel) shall be determined at Hyland's retail list prices in effect at the time Customer registers for such training.

2.6 TAXES AND GOVERNMENTAL CHARGES. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Hyland's income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of such remittance. Customer agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Customer, where such certificates are applicable.

2.7 INVOICING. All invoices shall be sent electronically by Hyland to Customer to the attention of "Accounts Payable," or to such other person or department as Customer may specify from time to time by written notice to Hyland. In the event any invoice contains an under billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

2.8 GENERAL PAYMENT TERMS. So long as Customer is not in default of any payment obligations under this Agreement (including any SOW), except as otherwise provided in this Agreement, Customer shall pay in full each invoice from Hyland net thirty (30) days from the date of Customer's receipt of such invoice.

2.9 **RESOLUTION OF INVOICE DISPUTES.** If, prior to the due date for payment under any invoice, Customer notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such (30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 12.1 of these General Terms and Conditions to seek resolution of the dispute.

2.10 **CERTAIN REMEDIES FOR NON-PAYMENT OR FOR LATE PAYMENT.** At the election of Hyland, and subject to Section 2.9, exercisable by written notice to Customer, any past due amounts under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts invoiced by Hyland, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any services under this Agreement or any SOW, and the delivery of any Upgrades and Enhancements of Software, to Customer unless and until such default shall have been cured.

2.11 **U.S. DOLLARS; DELIVERY OF HASPS AND CDS.** All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement shall be made in, U.S. dollars. Delivery of HASPs and CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

3. CERTAIN TERMS APPLICABLE TO SOFTWARE AND WORK PRODUCTS.

3.1 **PURCHASE ORDERS FOR SOFTWARE.** Customer shall submit a written purchase order to Hyland for the purchase of licenses for all Software that Customer licenses under this Agreement; provided, however, that, when this Agreement is signed by both parties, Hyland is permitted to treat this Agreement as Customer's written purchase order for the initial Software listed in the Purchase Table and in such case this Agreement also shall constitute Hyland's acceptance of such purchase order. Each such purchase order shall be subject to acceptance or rejection by Hyland. The Software shall be Delivered following acceptance by Hyland of Customer's purchase order.

3.2 SOFTWARE AND WORK PRODUCTS LICENSE.

(a) Subject to Customer's payment in full of the Software license fees and any professional services fees related to Professional Services associated with any Work Products, and subject further to Customer's compliance with this Agreement, Hyland grants to Customer a perpetual (except as otherwise provided in this Agreement), non-exclusive, non-assignable, limited license to: (1) the Software and Work Products, in machine-readable object code form only, and the associated Documentation, solely for use by: (i) Customer internally, and only for storing, processing and accessing Customer's own data; and (ii) subject to Section 3.2(i) below, by a third party contractor retained by Customer as a provider of services to Customer ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing Customer's own data in fulfillment of the Contractor's contractual obligations as a service provider to Customer; and (2) with respect to Work Products only, modify and add to the Work Products solely for Customer's internal use in connection with the Software. The Software, Work Products and associated Documentation are licensed for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer shall not make any use of the Software, Work Products or associated Documentation in any manner not expressly permitted by this Agreement.

(b) Each module of the Software and each Work Product is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and the Software may control such use. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software or Work Products (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than the Software Client modules or a Software application programming interface (API) to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to Customer's use of such other software and Customer has paid to Hyland the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

(c) Customer shall be entitled to use one (1) production copy of each Software module and each Work Product licensed and one (1) additional copy of the production environment licensed Software and Work Products for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of

the Software or Work Products in a production environment. In addition, Customer shall also be entitled to license a reasonable number of additional copies of the production environment licensed Software and Work Products to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software and Work Products, developing integrations between the Software or Work Products and other applications that integrate to the Software or Work Products solely using integration modules of the Software licensed by Customer under this Agreement, and training Customer's employees on the Software and Work Products ("Test Systems"). Customer may be required to provide to Hyland certain information relating to Customer's intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. Customer's sole recourse in the event of any dissatisfaction with any Software or Work Products in any non-production system is to stop using such Software or Work Products and return it to Hyland, provided that, in the event Customer is currently purchasing Maintenance and Support from Hyland, to the extent that Customer is using the Test System for the purposes of testing an Upgrade or Enhancement of the Software prior to implementing the same in Customer's production environment, then Customer may contact Hyland for the provision of Maintenance and Support as described in Section 5.2 Customer shall not make any copies of the Software or Work Products not specifically authorized by this Section 3.2(c).

(d) From time to time Hyland may make Beta Software available for Customer's use in the Test Systems; and Customer may elect to license and use the Beta Software in the Test Systems. Notwithstanding anything to the contrary, as to any Beta Software, the Agreement and the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (2) the date of Hyland's commercial release of the final version of such Beta Software for licensing to end users generally. Upon expiration or other termination of such period, Customer immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software.

(e) From time to time Customer may elect to evaluate certain Software modules ("Evaluation Software") for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for Customer's use in Customer's Test Systems. Notwithstanding anything to the contrary, as to any Evaluation Software, the Agreement and the limited license granted hereby will terminate on the earliest of: (1) last day of the evaluation period specified in the accepted purchase order delivered for such Evaluation Software; or (2) immediately upon the delivery of written notice to such effect by Hyland to Customer. Upon expiration or other termination of such period, Customer immediately shall either (A) discontinue any and all of use of the Evaluation Software and related Documentation and remove the Evaluation Software; or (B) deliver a purchase order for purchase of such Evaluation Software.

(f) Customer agrees: (1) not to remove any Hyland notices in the Software, Work Products or Documentation; (2) not to sell, transfer, rent, lease, time share or sub-license the Software, Work Products or Documentation to any third party; (3) except as expressly permitted by Section 3.2(a) with respect to Work Products, not to alter or modify the Software, Work Products or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software or Work Products; and (5) not to prepare derivative works from the Software, Work Products or Documentation.

(g) The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, Customer acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software.

(h) If applicable, Software also includes all adapters created by Hyland and provided to you by Hyland as part of an integration between the Software and a third party line of business application ("Integration Code"). Such Integration Code may only be used in combination with the Software and in accordance with the terms of this Agreement.

(i) The parties agree that any use of the Software by any Contractor shall be undertaken only in compliance with this Agreement. Customer shall not allow any Contractor to: (1) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs"); (2) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or (3) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of Customer's own log-in credentials or through credentials received directly or indirectly by Contractor, in any case unless and until such Contractor and Hyland have executed an agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). In the case of any Contractor which has not signed a Contractor Use Agreement (including in the case of any breach by Customer of the preceding sentence ("Unauthorized Contractor")), Customer agrees to indemnify Hyland from and against all claims, liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys' fees and court costs, suffered or incurred by Hyland to the extent arising from breach by such Contractor of any provision of the Agreement, and in the case of an Unauthorized Contractor, any obligation to which such Unauthorized Contractor would have been subject had it signed the Contractor Use Agreement.

(j) The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). Customer is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Customer agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use." Customer agrees to indemnify and hold harmless Hyland from any third-party claim arising out of Customer's use of the Software in connection with any High Risk Use.

(k) Upon reasonable notice to Customer, Hyland shall be permitted access to Customer's Software system and to audit Customer's use of the Software in order to determine Customer's compliance with the licensing terms this Agreement. Customer shall reasonably cooperate with Hyland with respect to its performance of such audit. Customer acknowledges and agrees that Customer is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that Customer has not relied on the future availability of any programs or services in entering into this Agreement.

3.3 OWNERSHIP. Hyland and its suppliers own the Software, Work Products, Documentation and Innovations, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software or Work Products are transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software or Work Products, except for the limited express rights granted in this Section 3. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

3.4 INFRINGEMENT INDEMNIFICATION.

(a) Generally. Hyland agrees to indemnify Customer against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against Customer based upon any infringement or misappropriation by the Software or Work Products of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (1) is notified immediately after Customer receives notice of such claim; (2) is solely in charge of the defense of and any settlement negotiations with respect to such claim; (3) receives Customer's reasonable cooperation in the defense or settlement of such claim; and (4) has the right, upon either the occurrence of or the likelihood (in the opinion of Hyland) of the occurrence of a finding of infringement or misappropriation, either to procure for Customer the right to continue use of the Software or Work Products, or to replace the relevant portions of the Software or Work Products with other equivalent, non-infringing portions.

(b) Removal and Refund. If Hyland is unable to accomplish either of the options set forth in Section 3.4(a)(4), Hyland shall either:

(1) remove the infringing portion of the Software and/or Work Products and refund to Customer:

(A) if applicable, the full Software license fees paid by Customer, plus the "unused portion of annual maintenance fees" (as defined in Section 10.3(b) of these General Terms and Conditions) paid by Customer for the then-current maintenance period of Section 5 of these General Terms and Conditions as determined from the date of removal, in each case with respect to the infringing portion of the Software; and/or

(B) if applicable, the full professional services fees paid by Customer for the creation and implementation of the infringing Work Products; or

(2) if the removal of the infringing Software or Work Products renders all of the Software and Work Products essentially useless to Customer for the uses Customer previously has been making of the Software and Work Products in accordance with this Agreement, and at the election of Customer in such a case, remove the entire Software and Work Products, terminate this Agreement and refund to Customer:

(A) if applicable, the full Software license fees paid by Customer for the infringing portion of the Software; plus

(B) if applicable, the unamortized Software license fees (determined as provided below) paid by Customer for all non-infringing portions of Software that are removed; plus

(C) if (A) and (B) above are applicable, then the “unused portion of annual maintenance fees” (as defined in Section 10.3(b) of these General Terms and Conditions) paid by Customer for the then-current maintenance period of Section 5 of these General Terms and Conditions as determined from the date of removal; plus

(D) if applicable, the full professional services fees paid by Customer for the creation and implementation of the infringing portion of the Work Products; plus

(E) if applicable, the unamortized professional services fees (determined as provided below) paid by Customer for all non-infringing Work Products that are removed.

In determining the “unamortized” amount of any Software license fees or professional services fees hereunder, such amount shall be determined based upon a three (3) year straight-line amortization schedule commencing on the date the Software or Work Product in question is Delivered by Hyland to Customer.

(c) Exclusions. Notwithstanding anything to the contrary, Hyland shall have no obligation to Customer to defend or satisfy any claims made against Customer and otherwise described in Section 3.4(a) that arise from: (1) use of the Software or Work Products by Customer other than as expressly permitted by this Agreement; (2) the combination of the Software or Work Products with any product not furnished by Hyland to Customer; (3) the modification or addition to of the Software or Work Products other than by Hyland or any of its authorized solution providers specifically retained by Hyland to provide such modification or addition; or (4) the Customer’s business methods or processes.

(d) THIS SECTION 3.4 STATES HYLAND’S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE SOFTWARE, THE WORK PRODUCTS OR THE SERVICES.

3.5 U.S. GOVERNMENT END USERS. The terms and conditions of this Agreement shall pertain to the Government’s use and/or disclosure of the Software of the Work Products, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Agreement and/or the Delivery of the Software, the Government hereby agrees that the Software qualifies as “commercial” computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government’s needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software and Work Products to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software, Work Products or Documentation by the Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual term or conditions.

4. PROFESSIONAL SERVICES.

4.1 REQUEST. Customer may request Professional Services from Hyland at any time during the term of this Section 4. If Hyland agrees to provide such Services, the parties will create a SOW for the applicable project. Nothing in this Agreement shall require either party to enter into any particular SOW; provided, however, that if Customer requests a Professional Services project which the parties agree will require less than forty (40) working hours of Professional Services, then the parties may mutually agree to proceed with the requested Professional Services project upon Customer’s submission of a written purchase order, specifying the nature and scope of such Professional Services, and Hyland’s acceptance of such purchase order.

4.2 PERFORMANCE; DELAYS. Hyland agrees to provide the Professional Services described in each SOW. If any delays in such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with any SOW, the performance schedule under the applicable SOW may be extended. Hyland shall have no liability or responsibility for such costs or expenses resulting from such delays. In the event that performance of any milestone set forth in any SOW is not met due to a delay solely caused by Hyland, and provided that such cause is not an event of force majeure as described in Section 11 of these General Terms and Conditions, Hyland agrees, at no charge to Customer, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Professional Services.

4.3 CHANGES TO SOW. Hyland or Customer may, at any time, reasonably request a change to any SOW. Any requested change that the parties mutually accept (a “Change”) will be set forth in a written change order prepared by Hyland and agreed to and signed by both parties that specifically references the relevant SOW. In the event the parties are unable to mutually

agree upon a proposed Change or a proposed change order, and such proposed Change relates to a material component of the project that is the subject of the relevant SOW, either party may terminate such SOW upon not less than thirty (30) days advance written notice to the other party.

4.4 CUSTOMER'S OBLIGATIONS.

(a) Assistance and Obligations. Customer agrees that it will cooperate with and assist Hyland in the performance of Professional Services under any SOW; will provide the resources specified in the relevant SOW; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the relevant SOW. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section 4.4(a) and the relevant SOW, Hyland's ability to provide such Professional Services, meet the performance schedule set forth in such SOW and keep professional services fees reasonably in line with any estimates given in the SOW may be adversely affected.

(b) Third Party Software Rights. Notwithstanding any contrary terms, if Customer requests Hyland to perform Professional Services on or with respect to any third party software, Customer represents and warrants to Hyland that Customer has all necessary rights to allow Hyland to do so.

(c) Protection of Customer's Systems. CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

(d) Safe Work Environment. Customer will be responsible for and shall ensure that while Hyland employees, agents or subcontractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

5. MAINTENANCE AND SUPPORT FOR SUPPORTED SOFTWARE AND RETIRED SOFTWARE.

5.1 PURCHASE ORDERS. Customer shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement for the first maintenance period under this Section 5 applicable to each Supported Software; provided, however, that, when this Agreement is signed by both parties, Hyland is permitted to treat this Agreement as Customer's written purchase order for Maintenance and Support for the Initial Maintenance Period for the initial Supported Software listed in the Purchase Table and in such case this Agreement also shall constitute Hyland's acceptance of such purchase order. Each such purchase order shall be subject to acceptance or rejection by Hyland.

5.2 MAINTENANCE AND SUPPORT TERMS. Hyland will provide Maintenance and Support during the hours described on Attachment B described below.

(a) Technical Support Services. Hyland will provide telephone or online technical support related to problems reported by Customer and associated with the operation of any Supported Software, including assistance and advice related to the operation of the Supported Software. Technical Support Services are not available for Retired Software.

(b) Error Correction Services. With respect to any Errors in the Supported Software which are reported by Customer and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Customer. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Customer to implement an Upgrade and Enhancement to the version selected by Hyland in order to obtain the correction. Error Correction Services are not available for Retired Software.

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services. In requesting Maintenance and Support services, Customer will report in accordance with Hyland's then-applicable reporting policies and in accordance with Section 5.2(b) above. Hyland's current policies require Customer to report by telephone, using Hyland's regular technical support telephone line, or by e-mail, (each as described on Attachment B). In the case of reporting an Error, if requested by Hyland, Customer agrees to provide written documentation of such Error to substantiate the Error and to assist Hyland in the detection, confirmation and correction of such Error.

(d) Upgrades and Enhancements. Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (as described on Attachment B), all Upgrades and Enhancements, if and when released during the term of this Section 5. Customer acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof. Upgrades and Enhancements are not available for Retired Software.

(e) On-line Access. Customer acknowledges and agrees that Hyland may require on-line access to the Supported Software installed on Customer's systems in order to provide Maintenance and Support. Accordingly, Customer shall install and maintain means of communication and the appropriate communications software as mutually agreed upon by Hyland and Customer and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

5.3 EXCLUSIONS.

(a) Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any design defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error if Hyland has previously provided corrections for such Error which Customer fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Customer; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software. Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Supported Software with any available Upgrade and Enhancement.

(b) Work Products. Maintenance and Support is not provided for any Work Products; however, if Customer desires Maintenance and Support regarding the operation or use of Work Products, Customer may request such Maintenance and Support and the parties may agree to enter into a SOW for such Maintenance and Support in accordance with Section 4.1 of these General Terms and Conditions.

(c) Excluded Software and Hardware. This Agreement does not govern, and Hyland shall not be responsible for, the maintenance or support of any software other than Supported Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Customer from Hyland.

5.4 CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER.

(a) Operation of the Software and Related Systems. Customer acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software and all related hardware and software (including the database software); and for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

(b) Access to Premises and Systems. Customer shall make available reasonable access to and use of Customer's premises, computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. Such right of access and use shall be provided at no cost or charge to Hyland.

5.5 OPTIONAL SUPPORT SERVICES. Standard Maintenance and Support does not include any services described as part of Hyland's optional support services as described on any of the websites referred to on Attachment B. Customer may purchase such optional support services in accordance with an appropriate amendment to this Agreement.

5.6 PROFESSIONAL SERVICES FOR PROJECTS NOT COVERED BY TECHNICAL SUPPORT SERVICES OR ERROR CORRECTION SERVICES. If Customer requests Professional Services which are outside the scope of Technical Support Services or Error Correction Services Customer agrees that such services shall not be covered by this Section 5 or the annual maintenance fees and such services only shall be engaged pursuant to a SOW and Professional Services engagement under Section 4 of these General Terms and Conditions.

5.7 MAINTENANCE PERIODS; RENEWAL AND NON-RENEWAL; REINSTATEMENT.

(a) Generally. Subject to the termination provisions of this Agreement, the first maintenance period of Section 5 shall be the Initial Maintenance Period; and Section 5 may be renewed for an additional maintenance period only by mutual agreement of the parties as follows: (A) at the end of the Initial Maintenance Period, for a period from the first day after the end of the Initial Maintenance Period through December 31 of the calendar year in which the Initial Maintenance Period ends; and (B) thereafter, annually on a calendar year by calendar year basis. For follow-on purchases of Software, the first maintenance period shall begin upon Delivery of such Software and continue for twelve months, and may be renewed for an additional maintenance period only by mutual agreement of the parties as follows: (i) at the end of the first maintenance period, for a period

from the first day after the end of the first maintenance period through December 31 of the calendar year in which the first maintenance period ends; and (ii) thereafter, annually on a calendar year by calendar year basis. With respect to any renewal maintenance period, mutual agreement may be evidenced by Hyland's invoicing of annual maintenance fees for such renewal maintenance period and Customer's timely payment of such annual maintenance fees. Notwithstanding anything to the contrary, the term of Section 5 shall immediately terminate at the time the version of the Supported Software licensed by Customer and in use in its production environment becomes Retired Software.

(b) **Reinstatement.** In the event of the termination of Maintenance and Support under Section 5 either by Customer's decision not to renew or by the Supported Software becoming Retired Software, Customer may during the term of this Agreement after the effective date of such termination elect to reinstate the term of Section 5 in accordance with this paragraph. To obtain reinstatement, Customer shall: (1) deliver written notice to such effect to Hyland; (2) pay to Hyland (A) annual maintenance fees for all maintenance periods which would have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual maintenance fees for the renewal period of such Section 5 commencing on the effective date of such reinstatement; and (3) if the Supported Software has become Retired Software, upgrade to the latest released version of the Software which is Supported Software. Any reinstatement under this paragraph shall be effective as of the first business day after Hyland has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal maintenance period commencing with the effective date of such reinstatement shall be for a period ending on the first annual anniversary of such effective date; and thereafter Section 5 shall be renewed for an additional maintenance period as described in paragraph (a) above.

5A. VIDEO STREAMING SERVICES. During any maintenance period covered by this Agreement in which Customer has paid the applicable fees, Hyland will provide an environment to which Customer may upload copies of video and audio recordings through the use of the Video Streaming module of the Software, to allow Customer constituents to view and listen to such recordings from time to time. Any such copies will be retained by Hyland so long as this Agreement is in effect between the parties. Upon termination or expiration of the service or of this Agreement, Hyland agrees to retain any such copies uploaded pursuant to this provision for a period of sixty (60) days (the "Transition Period") following such termination or expiration. Upon Customer's request during the Transition Period, Hyland shall provide such copies to Customer, on a DVD or other similar media, together with an XML export file relating to such copies, at an additional cost of Two Thousand Dollars (\$2,000.00). After expiration of the Transition Period, Hyland will delete all such copies.

6. LIMITED WARRANTIES.

6.1 LIMITED WARRANTY FOR SUPPORTED SOFTWARE AND WORK PRODUCTS.

(a) With respect to Software purchased after the Effective Date, for a period of sixty (60) days from and including the date a Supported Software module has been Delivered to Customer, Hyland warrants to Customer that such Supported Software module, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to: (1) any Retired Software modules; or (2) any Supported Software module that has been (A) modified by Customer or a third party, (B) used in combination with equipment or software other than that which is consistent with the Documentation, or (C) misused or abused.

(b) With respect to Work Products delivered after the Effective Date, for a period of sixty (60) days from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Work Product that has been (1) modified or added to by Customer or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.

(c) Hyland's sole obligation, and Customer's sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: provided that, within the applicable 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming Supported Software module or Work Product, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the Supported Software module or Work Product is not commercially practicable, then terminate this Agreement with respect to the non-conforming Supported Software module or with respect to the non-conforming Work Product, in which event, upon compliance by Customer with its obligations under Section 10.3(a) of these General Terms and Conditions, Hyland will refund any portion of the Software license fees and annual maintenance fees paid prior to the time of such termination with respect to such Supported Software or the professional services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product.

6.2 LIMITED WARRANTY FOR SERVICES.

(a) For a period of sixty (60) days from the date of completion of Professional Services, Video Streaming Services, Technical Support Services or Error Correction Services, Hyland warrants to Customer that such services have been performed in a good and workmanlike manner and substantially according to industry standards. This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement.

(b) Hyland's sole obligation, and Customer's sole and exclusive remedy for any non-conformities to the express limited warranties under paragraph (a) shall be as follows: provided that, within the applicable 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will use commercially reasonable efforts to re-perform the non-conforming services in an attempt to correct the non-conformity(ies). If Hyland is unable to correct such non-conformity(ies) after a reasonable period of time, Customer's sole and exclusive remedy shall be: (a) in the case of Professional Services, to terminate the SOW under which the non-conforming Services have been performed, in which event Hyland will refund to Customer any portion of the Professional Services fees under such SOW relating directly to such non-conforming Professional Services paid prior to the time of such termination; or (b) in the case of Video Streaming Services, Technical Support Services or Error Correction Services, to exercise its termination rights under Section 10.2 of these General Terms and Conditions.

7. DISCLAIMER OF WARRANTIES.

(a) EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN SECTION 6 OF THESE GENERAL TERMS AND CONDITIONS, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, WORK PRODUCTS, INNOVATIONS, INFORMATION, MAINTENANCE AND SUPPORT, VIDEO STREAMING SERVICES OR PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SOW. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT, VIDEO STREAMING SERVICES, PROFESSIONAL SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(b) CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS, MAINTENANCE AND SUPPORT AND PROFESSIONAL SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

(c) HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE OR WORK PRODUCTS USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE AND WORK PRODUCTS "AS IS."

(d) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

8. LIMITATIONS OF LIABILITY.

8.1 EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, IN NO EVENT SHALL EITHER PARTY (INCLUDING, IN THE CASE OF HYLAND, ITS SUPPLIERS), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

8.2 EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, HYLAND'S AND ITS SUPPLIERS' LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE SOFTWARE OR ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED (1) IN ANY INDIVIDUAL CASE, THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY CUSTOMER TO HYLAND UNDER THIS AGREEMENT OR

APPLICABLE SOWS WITH RESPECT TO THE TRANSACTION TO WHICH SUCH CLAIMS, LOSSES OR DAMAGES ARE RELATED; AND (2) IN THE AGGREGATE, THE LESSER OF (1) \$1,000,000.00; OR (2) THE AGGREGATE OF ALL SOFTWARE LICENSE FEES, PROFESSIONAL SERVICES FEES, TRAINING REGISTRATION FEES AND ANNUAL MAINTENANCE FEES PAID BY CUSTOMER TO HYLAND UNDER THIS AGREEMENT DURING THE PERIOD OF UP TO THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS DURING THE TERM OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO HYLAND OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

8.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF SECTIONS 8.1 AND 8.2 ABOVE, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S BREACH OF SECTION 9 OF THESE GENERAL TERMS AND CONDITIONS (CONFIDENTIAL INFORMATION), ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S OR A CONTRACTOR'S BREACH OF SECTION 3.2 OR 3.3 OF THESE GENERAL TERMS AND CONDITIONS .

8.4 FOR CUSTOMERS THAT PROVIDE HEALTHCARE SERVICES: IF CUSTOMER USES THE SOFTWARE IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE CUSTOMER'S USERS OF THE SOFTWARE.

9. CONFIDENTIAL INFORMATION.

9.1 "Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations.

9.2 Each party agrees that, with respect to the Confidential Information of the other party, during the term of Section 3 of these General Terms and Conditions and for a period of five (5) years thereafter (or in the case of any Confidential Information of a disclosing party that is a "trade secret", during the term of Section 3 of these General Terms and Conditions and for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 9 committed by any of such party's employees, agents, consultants, contractors or representatives. Notwithstanding any provision of this Agreement to the contrary, the parties acknowledge that the Customer is a governmental entity and shall be entitled to disclose any information or documentation deemed necessary by the Customer to comply with any applicable state of federal laws, rules or regulations or court orders, and such disclosures shall not be deemed a breach of this or any other Agreement between the parties.

10. TERM; TERMINATION; SURVIVAL OF PROVISIONS AFTER EXPIRATION OR TERMINATION.

10.1 TERM. This Agreement shall have a term commencing on the Effective Date and shall continue in full force and effect unless and until terminated in accordance with any of the provisions of Section 10.2 or any other provision of this Agreement which expressly provides rights of termination or non-renewal.

10.2 TERMINATION.

(a) By Customer. Customer may terminate this Agreement, in its entirety, for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

(b) By Either Party. Either party may terminate this Agreement or a SOW, in each case in its entirety, effective immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Agreement or such SOW and has failed to cure the breach within thirty (30) days after the receipt of written notice of the breach given by the non-breaching party; provided, that Hyland shall not be required to give Customer any opportunity to cure any

breach of any of the provisions of Section 3.2(f) or any action taken by Customer which is inconsistent with or in conflict with the provisions of Section 3.3, both of which are considered for all purposes to be material provisions of this Agreement.

10.3 CERTAIN EFFECTS OR CONSEQUENCES OF TERMINATION; SURVIVAL OF CERTAIN PROVISIONS.

(a) Software, Work Products and Documentation. Upon any termination of this Agreement in its entirety, any license to use the Software and Work Products will automatically terminate without other or further action on the part of any party; and Customer shall immediately: (1) discontinue any and all use of the Software, Work Products Documentation; and (2) either (A) return the Software, Work Products Documentation to Hyland, or (B) with the prior permission of Hyland, destroy the Software, Work Products Documentation and certify in writing to Hyland that Customer has completed such destruction. The licenses granted under Section 3 shall not terminate in the event either party elects not to renew Maintenance and Support in accordance with Section 5.7.

(b) Generally. Any termination will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement or an applicable SOW at the time of termination; and all liabilities which have accrued prior to the date of termination shall survive. In the event of any termination of a SOW, Customer agrees to compensate Hyland for all Professional Services already performed prior to, and including, the date of termination, except to the extent that Hyland has breached its obligations to perform such Professional Services and such breach is the cause of such termination. In the event that Customer terminates this Agreement for cause due to Hyland's breach, Customer shall be entitled to a pro rata refund of annual maintenance fees actually paid for the maintenance period which terminates as a result of such termination (the "unused portion of annual maintenance fees").

(c) Survival of Certain Obligations. All provisions of this Agreement or of an applicable SOW, which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Sections 3.3, 3.5, Section 6, Section 7, Section 8, Section 9, this Section 10 and Section 11.

11. FORCE MAJEURE. No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 11 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 11 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

12. GENERAL PROVISIONS.

12.1 GOVERNING LAW. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Alabama (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. [DRAFTING NOTE: HYLAND HAS AGREED TO ALABAMA GOVERNING LAW, BUT HAS PROPOSED THAT THE PARTIES REMAIN SILENT ON VENUE AND JURISDICTION.]

12.2 INTERPRETATION. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

12.3 WAIVER. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

12.4 INTEGRATION. This Agreement, including any and all exhibits and schedules referred to herein and any SOWs, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter, including but not limited to the Initial License Agreement, the Master Agreement for Professional Services between SIRE and Customer dated on or about March 2, 2010, and Maintenance

Agreement between SIRE and Customer dated on or about March 2, 2010. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Customer and Hyland specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Customer to Hyland are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

12.5 **NOTICES.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered U.S. mail, (B) certified U.S. mail, return receipt requested, or (C) reputable, national overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

12.6 **BINDING EFFECT; NO ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Any assignment made without compliance with the provisions of this Section 12.6 shall be null and void and of no force or effect.

12.7 **SEVERABILITY.** In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

12.8 **SUBCONTRACTING.** Hyland may subcontract all or any part of the services only with the prior written consent of Customer, which consent shall not be unreasonably withheld. Hyland shall remain responsible to Customer for the provision of any subcontracted services.

12.9 **INDEPENDENT CONTRACTOR.** The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any services.

12.10 **EXPORT.** The Software, Work Products and Documentation are subject to United States export control laws and regulations. Customer agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software, Work Products or Documentation is not exported in violation of United States of America law. Customer agrees that it will not export or re-export the Software, Work Products or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. Customer shall not use the Software or Documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

12.11 **INJUNCTIVE RELIEF.** The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information and intellectual property rights will not be adequate for the aggrieved party's protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

12.12 **MARKETING AND PUBLICITY.** With the prior approval of the other party, which approval will not be unreasonably withheld or delayed, each party may:

(a) References and Site Visits. From time to time, upon the reasonable request of Hyland, Customer agrees to make one or more employees available: (i) for telephone interviews with Hyland and/or third parties, relating to Hyland, the Software, Customer's use of the Software, the benefits Customer has derived from the Software or similar topics; and (ii) to participate in customer site visits. Hyland agrees that it shall reimburse Customer for any out-of-pocket travel, lodging, registration and meals costs and expenses that are incurred by any such employees of Customer in connection with any off site visit if applicable, provided that such costs and expenses are reimbursable in accordance with Hyland's expense reimbursement policies.

(b) Press Release. Prepare and issue a press release referring to the other party and relating to the signing of this Agreement, the scope of the relationship and the Software solution established under this Agreement.

(c) Case Studies. Prepare, publish and distribute, for its sales, marketing and advertising purposes, one or more case studies describing any or all of the applications for which the Software will be used by Customer (*e.g.*, Accounts Payable).

(d) Limitations. Except as specifically set forth in paragraphs (a) through (c) above, or as necessary to perform its obligations under this Agreement, neither party shall, without the prior written consent of the other party, use the names, services marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

12.13 COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

12.14 EXPENSES. Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

12.15 THIRD PARTIES. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this Agreement as it applies to their respective software products.

ATTACHMENT B

TECHNICAL SUPPORT INFORMATION

The technical support telephone lines, technical support email addresses and secure end user websites currently maintained by Hyland are as follows:

For the SIRE™ Software:

Technical Support Line: currently 801-415-0626

Technical Support e-mail address: currently support@siretechnologies.com

Secure End User Website: currently <http://siretechnologies.com>

Hours: Excluding holidays, during the hours of 6:00 a.m. to 6:00 p.m., USA Mountain Standard Time, Monday through Friday

Hyland may, from time to time, change the applicable technical support hours, technical support telephone line, technical support email address or secure end user website to be used by Customer in connection with Hyland's Software products

STATEMENT OF WORK
(Blanket Services)

This Statement of Work ("SOW") is made and entered into as of the date this Agreement is signed by the last party that signs (as determined based upon the dates set forth after their respective signatures) (the "Effective Date"), by and between:

Hyland Software, Inc.
28500 Clemens Road
Westlake, OH 44145
"Hyland"

Baldwin County Commission
312 Courthouse Square, St. 12
Bay Minette, AL 36507
"Customer"

and is entered into under and pursuant to that certain Master Software License, Services and Support Agreement dated on or about September 9, 2014, between Hyland and Customer (the "Master Agreement"). All Services and Work Products provided pursuant to or described in this SOW are subject to and governed by all applicable provisions of the Master Agreement. Capitalized terms used herein and not defined shall have the meanings given to them in the Master Agreement.

1. Services:

Customer may request, and Hyland may agree to provide, certain project management, installation, advanced capture, Workflow consulting, custom solution consulting, and database Services to Customer pursuant to this SOW. The Services described in this SOW may be provided remotely from Hyland's offices, or on-site at Customer's offices. Customer will request Services in writing and specify the type and amount of Services requested. Upon Customer's request, Hyland and Customer will discuss the parameters of the request and the Services required to fulfill the request, and Hyland will provide Customer with a Services proposal which will include an estimate of the Service Fees to complete such Services. Upon mutual agreement of the Services proposal, Hyland will provide such Services described in the mutually agreed upon Services proposal (the "Services Proposal"). All Services will be provided in connection with Customer's licensed copy of the Software. Each mutually agreed upon Services Proposal is incorporated herein by this reference as if fully rewritten herein.

2. Work Products:

All software (including source code, object code, scripts and elements of the same) and any documentation created by Hyland under this SOW or any mutually agreed upon Services Proposal constitutes Work Products for all purposes under the Master Agreement, including, but not limited to, any Workflow Functional Specifications Document, Workflow functional specifications documentation, Workflow Solution, Software Requirements Specifications Document, API Solution, Solution Design Document and Administrator Manual, and any modification of any of the foregoing.

3. Term and Termination of SOW; Work Plan:

This SOW shall take effect on the Effective Date and unless sooner terminated in accordance with the relevant provisions of this SOW, the term of this SOW shall be for one (1) year and shall be automatically renewed successively for additional terms of one (1) year unless either party, in its sole discretion, gives notice of termination no less than sixty (60) days prior to the expiration of the then current term. Notwithstanding the foregoing, Customer may terminate this SOW at any time, upon thirty (30) days written notice to Hyland; provided that Customer shall owe any and all Services fees in full which are otherwise due and payable at the time such notice is provided through the effective date of such termination.

Each party shall be entitled to give written notice to the other party of any breach or other failure to comply with any material term or condition of this SOW or a Services Proposal, specifying the nature of such breach or non-compliance and requiring the other party to cure the breach or non-compliance. If such party

has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within thirty (30) calendar days after receipt of written notice, the other party shall be entitled, in addition to any other rights it may have under this SOW or the law or in equity, to immediately terminate this SOW and any or all Services Proposals. The provisions of the Services Proposal(s) and this SOW which by their nature extend beyond the expiration or termination will survive and remain in effect until all obligations are satisfied.

After execution of this SOW by the parties, Hyland will provide the Services described in any mutually agreed upon Services Proposal at a time and on a schedule that is mutually agreed upon by the parties. The Services may not be provided on contiguous calendar days. The parties agree that any Services or Work Products developed as described in this SOW that have been performed, in whole or in part, prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

4. Compensation And Payment Schedule:

Hyland will charge Services Fees to Customer for the Services described and provided under each mutually agreed upon Services Proposal at Hyland's then-current standard list price for the applicable Services, unless otherwise agreed to by the parties; as of the date of this SOW Hyland's current standard list prices is \$168.75 per working hour. Additionally, Hyland will charge travel and expenses to Customer. As used herein "working hour" shall be defined as the Services of one (1) person for a period of one (1) hour (or any part thereof) during regular business hours. The actual number of working hours may vary and does not necessarily reflect the number of hours that will be required to perform such Services. All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of fees and time needed to complete the project. Customer will be invoiced based on the amount of time actually required to complete the project and the applicable hourly fees. Hyland will invoice Customer for amounts payable determined on a time and materials basis under this SOW on a monthly basis, and a final invoice upon completion of the applicable Services.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this SOW as of the day and year first above written.

BALDWIN COUNTY COMMISSION

By: Charles F. Gruber

Name (Print): CHARLES F. GRUBER

Title: Chairman

Date: SEPTEMBER 9, 2014

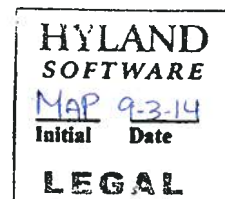
HYLAND SOFTWARE, INC.

By: Noreen Kilbane

Name (Print): Noreen Kilbane

Title: V.P.

Date: 9/4/14





Baldwin County Commission

Agenda Action Form

File #: 19-0149, **Version:** 1

Item #: GD1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Taylor Rider, Director of Transportation

Submitted by: Chandra Middleton, Assistant Director of Transportation

ITEM TITLE

Baldwin County Association of Realtors Request for Baldwin Regional Area Transit System (BRATS) Shuttle Service and Utilization of BRATS Robertsdale Parking Area for Shuttle Parking for Their Annual Meeting

STAFF RECOMMENDATION

Take the following actions:

- 1) Retroactively approve BRATS to provide Shuttle service at the rate of \$80.00 per hour for an estimated 3 hours of service for their annual meeting on October 24, 2018 at no cost to the county; and
- 2) Retroactively authorize Baldwin County Association of Realtors to utilize the Baldwin Regional Area Transit System's parking lot on October 24, 2018 from 7:30 a.m. to 12:00 p.m. at no charge.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On October 23, 2018, Mrs. Sheila Dodson contacted County Engineer, Mr. Joey Nunnally, requesting BRATS to provide shuttle service for their annual meeting and to also utilize the BRATS parking lot in Robertsdale for overflow parking due to the registration number for their annual meeting. The cost of this service is \$80.00 per hour for an estimated 3 hours of service. The shuttle service will provide service to and from the Baldwin County Association of Realtors located at 23280 County Road 65 in Robertsdale and BRATS 18100 County Road 54 in Robertsdale.

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: BRATS Bookkeeping staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
BRATS bookkeeping staff will bill accordingly for shuttle service.

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0198, **Version:** 1

Item #: IA1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/6/2018

Item Status: Addendum

From: Ronald J. Cink, County Administrator

Submitted by: Keri Green, Administrative Support Specialist III

ITEM TITLE

Registration and Licensing Application Master Agreement and Statement of Work between Ingenuity, Inc. and Baldwin County Commission for Baldwin County Probate Office

STAFF RECOMMENDATION

Take the following actions:

1) Approve the Master Agreement and Statement of Work (SOW) by and between Ingenuity, Inc. and the Baldwin County Commission for the customization, implementation and provision of a Registration and Licensing Application by Ingenuity, Inc. for the Baldwin County Commission and the Baldwin County Probate Judge's Office and for Ingenuity's ongoing maintenance and support related to the Application.

The initial term of the Master Agreement shall be for thirty-seven (37) months beginning as of the date of this Agreement. At the expiration of the initial term, the Master Agreement shall be renewed automatically for successive one-year terms unless notice of its intention not to renew is given in writing sixty (60) days prior to expiration of the term by the party seeking to terminate. The term of this Agreement shall be automatically extended as necessary to include the term of all Statements of Works SOWs and the payments related to all SOWs.

The SOW is effective 12/01/2018 and expires 11/30/2021. The End Date will be automatically extended in two (2) year increments unless either party provides the other party written notice of termination at least thirty (30) days prior to the original End Date or an extended End Date as may be applicable. On or after 12/1/2019, either party may terminate this SOW without cause by providing at least six (6) months advance written notice to the other party; and

2) Authorize the Chairman to execute the GovtPortal Application and any other necessary documents

related to this agreement.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Ingenuity will customize, implement, maintain and support a Registration and Licensing Application for the Baldwin County Probate Judge's Office. The Application will include functionality for processing the initial registration and registration renewals for automobiles, boats and manufactured homes as well as functionality for processing marriage licenses, new business licenses, and business license renewals. The Application will also include integrated functionality for customers to renew their automobile, boat, business license and manufactured home registrations online. Ingenuity will maintain a website and the related functionality needed for automobile dealerships and/or Baldwin County customers to electronically submit to Baldwin County Probate information and documents pertaining to the purchase of a vehicle.

FINANCIAL IMPACT

Total cost of recommendation: \$115,000.00

Budget line item(s) to be used: 51300.5235

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

LEGAL IMPACT

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

Reviewed/approved by: David Conner

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



MASTER AGREEMENT

This Master Agreement (the "Agreement") is made this 1st day of November, 2018, by and between Ingenuity, Inc., an Alabama corporation, ("Ingenuity") and the Baldwin County Commission ("Baldwin County").

A. Ingenuity is a professional services firm that provides a broad range of business and technology services.

B. Baldwin County desires to retain Ingenuity to provide certain products and/or services as described in a Statement of Work ("SOW"), which upon execution by duly authorized representatives of both Ingenuity and Baldwin County shall be attached hereto and shall become subject to and part of this Agreement.

NOW THEREFORE, for and in consideration of the mutual representations, warranties, covenants and agreements set forth below, the parties agree as follows:

1. SERVICES. Ingenuity shall perform for Baldwin County the services (the "Services") described and agreed to in a SOW. In the event of any conflict between the terms of a SOW and this Agreement, the SOW shall control. As required for Ingenuity to perform the Services, Baldwin County shall provide Ingenuity access to Baldwin County's facilities and all relevant Baldwin County information.

2. TERM. The initial term of this Agreement shall be for thirty-seven (37) months beginning as of the date of this Agreement. At the expiration of the initial term, this Agreement shall be renewed automatically for successive one-year terms unless notice of its intention not to renew is given in writing sixty (60) days prior to expiration of the term by the party seeking to terminate. The term of this Agreement shall be automatically extended as necessary to include the term of all SOWs and the payments related to all SOWs.

3. PAYMENT FOR SERVICES.

(a) Payment. Baldwin County shall pay Ingenuity as set forth in all applicable SOWs.

(b) Travel and Other Expenses. All expenses incurred by Ingenuity related to providing Services to Baldwin County hereunder shall be paid by Ingenuity unless otherwise agreed upon in writing by both parties.

(c) Terms of Payment. Ingenuity shall submit invoices to Baldwin County as agreed upon in the applicable SOW and Baldwin County shall pay Ingenuity for the Services performed within forty-five (45) days after the date of Ingenuity's invoice. Baldwin County shall pay interest at the rate of six percent (6%) per annum on any balance not paid within thirty (30) days of the due date.

4. CONFIDENTIALITY. In connection with this Agreement, each party may disclose certain confidential or proprietary information ("Information") to the other party. Each party will treat all Information as confidential and not disclose it to any third party. The parties agree to protect the Information by using the same degree of care, but no less than a reasonable degree of care, as the other party uses to protect its own similar confidential information. This obligation of confidentiality and care shall extend for two (2) years following the termination of this Agreement. Each party's duty of confidentiality shall not extend to information that (i) is already known to or has been developed independently by such party without reference to the other party's Confidential Information, (ii) is received from a third party who has the right to hold and disclose it, (iii) is released in writing from confidentiality protection by the other party, or (iv) is in the public domain, except if as a result of a breach of this Agreement. Notwithstanding the foregoing, Baldwin County shall incur no liability and will not breach this Agreement by disclosing any documents, records, or

information pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended, or in accordance with any other applicable laws, rules and regulations.

5. WARRANTIES.

(a) Ingenuity Warranty. Ingenuity shall perform the Services in a professional and workmanlike manner.

(b) WARRANTY EXCLUSION. THIS AGREEMENT PROVIDES FOR SERVICES AND UNLESS OTHERWISE SPECIFIED IN A SOW IS NOT A SALE OF GOODS. NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF INGENUITY HAS ANY RIGHT TO MAKE ANY WARRANTY OR PROMISE ON INGENUITY'S BEHALF WITH RESPECT TO THE SERVICES.

6. OWNERSHIP OF SOFTWARE AND PROCESSES. Ingenuity's software and processes, including but not limited to Ingenuity's methodology, procedures, strategies, trade secrets, know how, ideas and expertise, used by Ingenuity in providing Services, are not included in any deliverable and Ingenuity retains all right, title and interest in and to such software and processes, including all intellectual property rights pertaining thereto.

7. INSURANCE. Ingenuity will secure and maintain reasonably adequate worker's compensation insurance in accordance with the law of the work site. Ingenuity will also maintain comprehensive general liability and property damage insurance in accordance with generally accepted industry standards.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL, SUFFERED BY THE OTHER PARTY OR ITS CUSTOMERS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR IS REASONABLY FORESEEABLE. EXCEPT IN CONNECTION WITH BALDWIN COUNTY'S OBLIGATION TO PAY INGENUITY FOR THE SERVICES, IN THE EVENT EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MATTER RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE OTHER PARTY FOR ALL EVENTS, ACTS OR OMISSIONS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID BY BALDWIN COUNTY FOR INGENUITY SERVICES UNDER THE APPLICABLE STATEMENT OF WORK.

9. INDEPENDENT CONTRACTORS. Ingenuity's relationship with Baldwin County shall be that of an independent contractor and not that of an employee of Baldwin County or any affiliate. Each party shall be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations respecting its employees concerning social security, income tax, unemployment insurance, workers' compensation and security matters. Neither party shall have the authority to enter into contracts that bind the other party or create obligations on the part of the other party without the prior written authorization of such other party. Ingenuity does not undertake to perform any obligation of Baldwin County, whether regulatory or contractual, or to assume any responsibility for Baldwin County's business or operations. Ingenuity has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Services.

10. TERMINATION. Either party may terminate this Agreement in the event of a material breach by the other party of any representation, warranty, condition or covenant of this Agreement. The non-breaching party shall give the breaching party thirty (30) business days prior written notice with an opportunity to cure the breach within such thirty (30) business day period. In the event that the breaching party fails to cure the breach within the thirty (30) business day period, the non-breaching party shall have the right to terminate this Agreement.

11. MISCELLANEOUS.

(a) This Agreement and any executed SOWs constitute the entire agreement of the parties hereto with respect to the matters contemplated hereby, and no other agreement, statement or promise, made by any party hereto, that is not contained herein shall be binding or valid. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Ingenuity and Baldwin County. The parties agree that the terms and conditions included in each party's standard printed forms, including any purchase order or other instrument covering the subject matter of this Agreement, which purport to amend, alter, modify, change, or supplement all or any part of this Agreement shall be of no force and effect.

(b) Except for the disclosure of any records, documents, or information by Baldwin County pursuant to Sections 36-12-40 or 36-12-41 of the Code of Alabama 1975, as amended, or in accordance with any other applicable laws, rules and regulations, each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of Sections 4 are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any state court in the State of Alabama or federal district court in Alabama, in addition to any other remedy to which they may be entitled, at law or in equity.

(c) Any notice required or permitted to be given under this Agreement, including, without limitation, all requests for approval or consent, shall be personally delivered or sent by registered or certified first class U.S. Mail, return receipt requested, by a recognized overnight courier service, by hand delivery, or by confirmed facsimile transmission and shall be deemed given upon receipt. All such notices shall be delivered to the following addresses, which may be changed at any time upon written notice to the other party:

Ingenuity, Inc.
8137 Helena Road, Suite 200
Pelham, AL 35124
Attention: President

Baldwin County Commission
322 Courthouse Square
Bay Minette, AL 36507
Attention: Chairman

(d) The waiver by any party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. Any waiver of a term, covenant or condition in this Agreement shall be valid only if in writing.

(e) In the event of any action or proceeding at law or in equity between Baldwin County and Ingenuity to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the party not prevailing in such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred therein by such prevailing party and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included in and as part of such judgment.

(f) The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either party. The parties acknowledge that each party and its counsel have reviewed this Agreement and participated in its drafting and therefore that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(g) In the event that either party is unable to perform any of its obligations under the Agreement or to enjoy any of its benefits because of, or if loss of the product is caused by, natural disaster, actions or decrees of governmental bodies or communications line failures not the fault of the affected party ("Force Majeure Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the Agreement shall be immediately suspended. Delays in delivery due to a Force Majeure Event shall automatically extend the

delivery date(s) for the period equal to the duration of such Force Majeure Events; any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

(h) In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

(i) This Agreement shall be interpreted and construed under and pursuant to the laws of the State of Alabama without regard to its rules on conflicts of laws.

(j) Ingenuity and Baldwin County may prepare and distribute joint news releases. Both parties will have the right to approve any such news release prior to any related distribution. Ingenuity may reference Baldwin County's name and use Baldwin County's logo in Ingenuity's presentations as long as the applicable use is approved by the applicable Baldwin County representative in writing.

(k) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Baldwin County Commission

Signature: _____

By: Frank Burt, Jr.

Title: Chairman

Ingenuity, Inc.

Signature: _____

By: Rick A. Hayes

Title: President

Baldwin County Commission Attest/Witness

Signature: _____

By: Ronald J. Cink

Title: County Administrator/Budget Director

Baldwin County Probate Judge

Signature: _____

By: Tim Russell

Title: Probate Judge



Statement of Work – 01
Attachment 1 - Scope
Document

Registration and
Licensing

For

Baldwin County

December 2018

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1 Overview

This document describes the project scope related to the customization, implementation and provision of a Registration and Licensing Application (the "Application") by Ingenuity, Inc. ("Ingenuity") for the Baldwin County Commission and the Baldwin County Probate Judge's Office (cumulatively referred to herein as "Baldwin County"), as well as Ingenuity's ongoing maintenance and support related to the Application. It also presents Ingenuity's project approach, requirements and assumptions.

Ingenuity will provide a Registration and Licensing Application for Baldwin County with:

- Features to allow the initial registration and registration renewals for automobiles, boats, and manufactured homes
- Features to enable the creation and renewal of business licenses
- Features to enable the creation and registration of disability parking placards
- Integrated Electronic Title Application Processing System (ETAPS) functionality
- Integrated ALVerify and OIVS functionality
- Integrated Daily MVTRIP file upload processes
- Integrated document scanning
- Functionality for the online registration, transfer, and renewal of automobile registrations and the online renewal of boat, business license, and manufactured home registrations
- Functionality to capture registration and renewal-related payment information and provide relevant reports and data exports
- Features to print selected forms provided by Baldwin County, including facilitation of an outsourced renewal notice process
- Administrative functionality such as reporting, transaction management and data maintenance

The Application will take advantage of web-based technologies.

2 Approach

Ingenuity will work with Baldwin County in a collaborative manner to achieve the objectives of the Registration and Licensing Application Initiative based on the requirements presented in the Functional Requirements Section below.

The Ingenuity approach for customizing and implementing the Application will include the following phases:

- Requirements and Planning
- Customization
- Implementation
- Testing/Training
- Production

2.1 Requirements Phase

During the Requirements Phase, Ingenuity will conduct the following activities:

- Conduct project kickoff
- Develop project schedule
- Validate all of the requirements for the project including:
 - Reports
 - Data migration
 - Technical infrastructure (server/network layout, etc.)
 - Security
 - Test data

Key deliverables of the Requirements Phase are:

- Project Schedule
- Infrastructure Plan that defines the infrastructure (e.g., hardware, network, host and third-party integration points) that is recommended for the production environment
- Specifications that describe the process and design for using existing Baldwin County data in the new Application environment

2.2 Customization Phase

Because of the differences in policies and procedures pertaining to Licensing and Registration among Alabama counties, the Application must be customized for Baldwin County prior to implementation. During the Customization Phase, Ingenuity will:

- Develop, test, and implement a custom import routine tailored to data made available from Baldwin County's legacy system.

- Research all applicable local legislation pertaining to License and Registration in Baldwin County. Develop, test, and implement any required new functionality or modifications to the Application to comply with applicable local legislation.
- Load Baldwin County specific tax rates and fees to the Application. Applicable rates include, but are not limited to: Sales Tax, Use Tax, Ad Valorem Tax, Transaction Fees, Issuance Fees, Local Fees, and Copy Fees.
- Meet with accounting staff to discuss all monthly reports and how each fee/tax is distributed. Create and test all required distribution reports and supplemental reports using Baldwin County specific recipient information.
- Develop and test any local reports used by Baldwin County Accounting staff.
- Request Baldwin County credentials from the Alabama Department of Revenue. Set up and test communication with State of Alabama web services using these credentials.
- Customize all generated forms with Baldwin County data. These forms include, but are not limited to: Motor Vehicle Receipts, Business License Receipts, Boat Receipts, Manufactured Home Receipts, Credit Card Receipts, and Renewal Notices.
- Integrate Baldwin County's existing address database for use in validating and normalizing Baldwin County address data.
- Customize the verbiage on the Baldwin County Online Renewal site to include Baldwin County contact information and disclosure of rates/fees.
- Meet with Baldwin County Operations to discuss employee-specific roles/permissions in the Application. Develop, test, and implement any custom role/permission based on Baldwin County's specifications.
- Meet with Baldwin County Operations to discuss License and Registration workflow. Develop, test, and implement any custom workflow based on Baldwin County's specifications.
- Meet with Baldwin County IT to discuss IT Infrastructure. Develop, test, and implement any new interfaces required to be compatible with existing or newly procured hardware.
- Meet with Baldwin County Accounting to discuss Bank Reconciliation and perform a review of all applicable bank statements. Develop, test, and implement any required changes to the Application's Bank Reconciliation tools to conform to Baldwin County accounts.

Because many of the items completed during the Customization Phase described above require new development or modification of existing processes to conform to Baldwin County specifications, special attention should be paid to these customizations during User Acceptance Testing (UAT) conducted during the Test/Training Phase.

2.3 Implementation Phase

During the Implementation Phase, Ingenuity will:

- Assist Baldwin County with preparation of the production environment
- Test data import routines
- Review test plan, describing the overall testing approach and the test data to be used
- Implement the Application in test mode in the production environment

2.4 Testing/Training Phase

Following completion of the implementation activities, Ingenuity will conduct formal system testing of the software. The testing will consist of the following:

- Functional Testing: Functional validation testing, which includes validation of the user interface (UI) forms, will be conducted for all components of the Application.
- Performance Testing: Performance testing will be conducted to demonstrate that the Application meets or exceeds reasonable performance metrics for these types of applications.
- Data Load Testing: Testing will be conducted to ensure that any of Baldwin County's data that is brought into the Application is successfully loaded.
- User Acceptance Testing (UAT) - The primary objective of UAT is for Baldwin County to validate that the application is working as described in the Functional Requirements. Baldwin County's approval of UAT will include the formal acceptance of the Application.

Concurrent with these testing activities, Ingenuity will conduct onsite classroom training for all supervisors and clerks.

During the Testing Phase, Baldwin County will continue to use its current production systems.

2.5 Production Phase

Upon completion of the Testing Phase, the project will move to the Production Phase.

Ingenuity and Baldwin County will develop a production checklist that will determine the exact steps that will be taken to put the Application into production.

During the first month following Implementation into the production environment, Ingenuity will provide an onsite resource to assist Baldwin County employees and provide ongoing training. Additionally, Ingenuity will provide an onsite resource on the first and last business day of each month for the first six (6) months following implementation. Hours for this resource will be 8:30 a.m. to 2:30 p.m. during most business days. Any deviations from this schedule would be communicated with Baldwin County as soon as possible.

2.6 Additional Services

In addition to the tasks and deliverables outlined in the five project phases above, Ingenuity will provide the following services:

- Project management
- Coordination and establishment of processes to facilitate outsourcing of the creation and mailing of renewal notices
- Ongoing maintenance and support
 - These services shall include support calls and Application maintenance, as well as periodic data updates based on new requirements from the State of Alabama

3 Functional Requirements

The Application will have five primary components:

1. An intuitive and web-based interface, providing features for Baldwin County to:
 - Allow creation, renewal and updating of automobile registrations
 - Allow creation, renewal and updating of boat registrations
 - Allow creation, renewal and updating of manufactured home registrations
 - Allow creation, renewal and updating of business licenses
 - Supply error reporting and search capabilities
2. An Administrative console, including features to:
 - View and update transaction details

- Create and manage users, roles, and privileges
 - Run reports
 - Perform other miscellaneous administrative tasks necessary for the normal operation of the Application
 - View and modify any registrations with incomplete assessment information. The primary use for this feature is to allow Baldwin County personnel to verify and correct registrations prior to renewal notice generation.
3. The Ingenuity Online Renewal system will allow customers to renew automobile, boat, and manufactured home registrations online – other online renewals may be implemented following the initial implementation of the Application.
4. The Ingenuity Online Registration/Transfer system (“EasyTag”) that will allow Baldwin County residents and/or Alabama dealerships to submit relevant documents and information to facilitate new registration and registration transfer over the Internet.

3.1 Internal Online Features

The following features will be provided for Baldwin County:

3.1.1 Registration of Automobiles and Boats

These activities include but are not limited to the following transaction types:

- New Registration
- Renewal
- Exchange/Upgrade/Swap
- Transfer
- Replacement
- Commitment to Purchase
- Taxes Only
- Business Operating License (BOL)
- Title Only

3.1.2 Manufactured Home Registrations

These activities include but are not limited to the following transaction types:

- New Registration

- Renewal
- Replacement
- Sales Tax Only
- Title Only

3.1.3 Business Licenses

These activities include but are not limited to the following transaction types:

- New Registration
- Renewal
- Replacement
- Transfer

3.1.4 Payment for Transactions

- Cash, check, credit, and debit card transactions will be accepted.

3.1.5 Online Renewals

The Ingenuity Online Renewal system allows for Baldwin County customers to renew their automobile, boat, business license, and manufactured home registrations online.

Using the Online Renewal website, Baldwin County customers will:

- Enter Automobile/Boat/Business License/Manufactured Home Renewal Information
- Select which registration(s) to renew
- Enter Payment Information utilizing SSL (Secure Sockets Layer)
- View and Print Payment Receipt

Ingenuity support staff will also offer assistance to Baldwin County customers who wish to renew over the phone during normal business hours (M-F, 8-5pm CT).

The following assumptions apply to the online renewal features:

- Vehicle renewals will be authorized using either a special code provided to customers through a link included with the renewal reminder emails and on renewal postcards mailed to customers or by using the customer's driver's license number in lieu of the special code
- Any necessary certifications will be determined during the Requirements Phase and may include certifications for insurance or other conditions

- Baldwin County will provide a location for the Application production server to operate and high-speed Internet access to this server to allow for online transactions

Once a customer has completed payment for an online renewal, no further transaction processing is required by Baldwin County. Because the online renewal system is integrated into the Application, the registration must simply be printed and mailed to the customer with the applicable tag/decal included.

The integrated Online Renewal system also contains an administrative console for Baldwin County personnel to manage online renewals. This console allows for the review, updating, and printing of all online renewal registration receipts. In addition to the administrative console, Ingenuity has created several reports that Baldwin County personnel may use to further manage and streamline the online renewal fulfillment process.

3.2 Online New Registrations/Transfers ("EasyTag")

The Ingenuity EasyTag system provides the capability for automobile dealerships and/or Baldwin County customers to electronically submit information and documents pertaining to the purchase of a vehicle to Baldwin County. With the EasyTag system, Baldwin County personnel may complete initial vehicle registrations and registration transfers for these customers over the Internet.

Using EasyTag, a customer or dealership would perform the following steps:

- Enter a valid Alabama title application number and customer name
- Verify automobile information (via link to ETAPS)
- Input/Verify driver's license, insurance, and current registration information
- Provide copies of all relevant/required documentation (including: Bill of Sale, Title Application, Dealers Affidavit, Proof of Residency)

Once the data has been input by the customer or dealership, Baldwin County can review and process the transaction using the Application's online renewal management console.

After the registration transaction has been successfully completed by Baldwin County, the EasyTag system will:

- Provide automated feedback to the customer via text message and email to prompt the customer to pay the applicable fees and taxes
- Accept payment from the customer online

- Update the Application to show that the transaction has been completed/paid and enter the transaction into a queue for Baldwin County to perform final fulfillment, including mailing applicable receipts, decals, and/or metal plates

3.3 Reporting and Other Features

3.3.1 Reports

The following will be provided for Baldwin County:

- Reports mandated by the Alabama Department of Revenue (ADOR) in support of registration fees, Ad Valorem and Sales taxes collected and remitted, and related supporting details as required by ADOR/Examiners Office
- Various administrative reports to assist Baldwin County in daily activities, including but not limited to:
 - End-of-Day Deposit Reports
 - Transaction Summary Reports
 - Online Renewal Reports
 - End-of-Month Distribution and Remittance Reports
 - User Performance Reports

In addition to these reports, the Application allows for Baldwin County and Ingenuity to create additional local reports to facilitate internal reconciliation processes and other administrative tasks.

3.3.2 Data Maintenance

Ingenuity will provide the following maintenance functionality and support services for Baldwin County:

- The import of VINVAL, MLI Suspension and similar external source files needed to maintain the Application
- Loading of any new tag types, tax rates, or other information on an as-needed basis.
- Administrative-level capabilities for performing activities such as updates to new vehicle types, processing of 'non-standard' transactions, and adjustment to completed transactions

4 Roles and Responsibilities

4.1 Baldwin County

The deliverables presented in this Project Scope Document are based on the following assumptions:

- Baldwin County will be responsible for providing and implementing the production hardware and software that the base Application will run on and utilize, as well as the work station computers, scanners and printers. Baldwin County will also be responsible for the maintenance and support of this hardware and software including any related expenses.
- For online transactions, the external server must have a live connection back to the production server.
- Baldwin County will work with Ingenuity to deploy the recommended production environment configuration.
- Baldwin County will identify and provide Subject Matter Expert (SME), application users, and the required documentation as necessary during the project.
- Baldwin County will provide a representative responsible for coordinating resources and support for this project.
- Baldwin County will be responsible for providing test data for the application on a timely basis.
- Baldwin County will be responsible for PCI Compliance related to credit card payments. Ingenuity and GovtPortal will assist Baldwin County in the preparation of responses to any Compliance Self-Assessment Questionnaires and will provide any quarterly server scans required by the ongoing compliance verification process.
- Related to the Application implementation, Baldwin County will provide all information (including record layouts and data dictionary information regarding database records and indicator values) needed by Ingenuity from Baldwin County's current application(s) in a format to be defined by Ingenuity.
- Baldwin County will provide resolution to Ingenuity-initiated project issues within three (3) business days of receipt.
- Baldwin County and Ingenuity will publish a joint press release about the new system and will encourage the media to publicize the new online services and encourage citizens to sign up for email reminders via the County website or by emailing the license office.

- Baldwin County and Ingenuity will promote the use of online services using notifications on the online renewal web site as well as the motor vehicle receipts and renewal notices if applicable. Other mutually agreed up methods of advertisement and/or promotion of online services may also be used.
- Baldwin County will provide any Ingenuity personnel working onsite in Baldwin County with the necessary work facilities, tools, workspace, work materials, print facilities and any special software, hardware and system access to perform tasks associated with the project. These requirements will include the equipment and facilities needed to perform the onsite classroom training sessions.

Any changes to the requirements detailed in this proposal will be addressed through a formal change control process.

4.2 Ingenuity

- Ingenuity will be responsible for the overall project management and implementation of the Application.
- Ingenuity will assist Baldwin County in its selection and implementation of the appropriate server hardware and software that the base Application will utilize.
- Ingenuity will host the online renewal site and will maintain the server used for online renewals at no additional cost to Baldwin County.
- Ingenuity will conduct testing of the application using a combination of Microsoft Internet Explorer and Microsoft Windows (currently IE 11.0).

5 Change Control

Due to the importance of completing this project in an effective and efficient manner, Ingenuity and Baldwin County agree that it is critical that the entire effort be closely managed. Therefore, the following change procedures will be followed in regards to any change control issue that arises during this project:

- The Baldwin County Representative will submit to Ingenuity a written description of any Baldwin County desired change to the project's scope, effort or schedule.
- Ingenuity will respond to any Baldwin County change request within three (3) business days with a written response that explains the effect of the requested change.



**Statement of Work – 01
Registration and Licensing**

This Statement of Work (“SOW”) dated November 1, 2018 references and is incorporated within the Master Agreement (“Agreement”) dated November 1, 2018 between the Baldwin County Commission (“Baldwin County”) and Ingenuity, Inc. (“Ingenuity”).

Services: Ingenuity will customize, implement, maintain and support a Registration and Licensing Application (the “Application”) for the Baldwin County Probate Judge’s Office (“Baldwin Probate”). The Application will include functionality for processing the initial registration and registration renewals for automobiles, boats and manufactured homes as well as functionality for processing marriage licenses, new business licenses, and business license renewals. The Application will also include integrated functionality for customers to renew their automobile, boat, business license and manufactured home registrations online. Ingenuity will also maintain a website and the related functionality needed for automobile dealerships and/or Baldwin County customers to electronically submit to Baldwin Probate information and documents pertaining to the purchase of a vehicle (referred to cumulatively as “EasyTag”). These Services are further described in Attachment 1 - Scope Document.

To strengthen integration of credit and debit card payments with the Application, Baldwin County will utilize the services of GovtPortal, LLC (“GovtPortal”) related to the processing of credit and debit card payments associated with transactions completed using the Application. The GovtPortal fees are listed in Attachment 2 - GovtPortal Application. If Baldwin County elects to change payment processors, which is Baldwin County’s option throughout the term of this SOW, it will provide Ingenuity at least ninety (90) days written notice of such change.

Price: Baldwin County will pay Ingenuity \$3,000 per month (the “Monthly Fee”) for the first 12 months starting with the month that the Application is implemented for Baldwin Probate. The Monthly Fee will be increased to \$3,500 per month for the next 12 months and to \$4,000 per month for the remainder of the initial term of this SOW. Ingenuity and Baldwin County agree that Ingenuity can adjust the Monthly Fee during an extended term for this SOW, but also agree that the Monthly Fee will not be increased by more than 10% in any year of the extended term.

Baldwin County will also pay Ingenuity a fee of \$115,000 (the “Implementation Fee”) to cover the cost of the initial services and expenses including the initial database conversion, system implementation, training, testing, and related travel. The Implementation Fee is due within 30 days of the execution of this SOW. If Baldwin County elects to change to a payment processor not currently integrated with the Application and approved by Ingenuity, Baldwin County will pay an additional one-time integration and testing fee, and additional monthly fees may apply. Baldwin County customers who elect to utilize the EasyTag service will pay an additional convenience fee directly to Ingenuity.

Start Date: 12/01/2018 - the Application will be implemented as soon as possible following the appropriate testing with a target for implementation of the first business day in December 2018.

End Date: 11/30/2021 - the End Date will be automatically extended in two (2) year increments unless either party provides the other party written notice of termination at least thirty (30) days prior to the original End Date or an extended End Date as may be applicable. On or after 12/1/2019, either party may terminate this SOW without cause by providing at least six (6) month’s advance written notice to the other party.

Payment Schedule: Ingenuity will invoice Baldwin County on a monthly basis for all applicable services and fees. Baldwin County will pay all Ingenuity invoices in accordance with the terms of the Agreement.

Baldwin County Representative: Baldwin County Probate Judge

Baldwin County Commission

Signature: _____

By: Frank Burt, Jr.

Title: Chairman

Baldwin County Commission Attest/Witness

Signature: _____

By: Ronald J. Cink

Title: County Administrator/Budget Director

Ingenuity, Inc.

Signature: _____

By: Rick A. Hayes

Title: President

Baldwin County Probate Judge

Signature: _____

By: Tim Russell

Title: Probate Judge

Govt Portal

New Age In Government Interaction

Attachment 2 – GovtPortal Application

GovtPortal appreciates Baldwin County's consideration for merchant services and electronic payment services for the Baldwin County Probate Judge's Office. Upon completion of this application, our team will follow up to ensure proper implementation.

1. NAME AND CONTACT INFORMATION:

Contact Name: _____

Street Address: _____

City, State, Zip: _____

Phone & Email: _____

Web Address (if any): _____

Public Contact Info: _____

2. BANKING INFORMATION: (for deposit only)

Please ensure all applicable voided checks are attached

Bank Name: _____

Bank Address: _____

Please initial below:

_____ I understand that my bank will receive a microdeposit (under \$1) as a test transaction and that exact amount MUST be reported back to GovtPortal. (Please do not return the funds)

_____ I have attached all applicable voided checks for deposits of transaction funds.

_____ I have prepared and signed the W-9 provided by GovtPortal and am enclosing as an attachment to this application.

_____ I acknowledge that GovtPortal is setting up a Credit Card Processing account with Priority Payment systems on behalf of the County.

_____ I acknowledge that neither the Baldwin County Commission nor Baldwin County Probate Judge's Office will be charged any fees associated with credit and debit card processing by GovtPortal.

_____ I acknowledge that a convenience fee of 2.65% (with a minimum fee of \$1.50) will be charged to the end user card/bank account holder for all over-the-counter credit and debit transactions and that this convenience fee will be retained by GovtPortal.

_____ I acknowledge that a convenience fee of 3.0% (with a minimum fee of \$3.50) will be charged to the end user card/bank account holder for all online credit and debit transactions and that this convenience fee will be retained by GovtPortal.

3. FINANCE CONTACT INFORMATION

Finance Contact Name: _____

Finance Contact Phone: _____

Finance Contact Email: _____

Signed: _____ Date: _____