

# **Baldwin County Commission**



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

**Tuesday, February 4, 2020  
8:30 AM**

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

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

Wayne A. Dyess, County Administrator

Public hearings commence at 8:30 AM.

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

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.

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

James E. Ball, Dist. 1 - jeb.ball@baldwincountyal.com  
Joe Davis, III, Dist. 2 - joe.davis@baldwincountyal.gov  
Billie Jo Underwood, Dist. 3 - bunderwood@baldwincountyal.gov  
Charles F. Gruber, Dist. 4 - cgruber@baldwincountyal.gov

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

Welcome by Billie Jo Underwood, Chairman  
Invocation by Pastor Steve Burton, Coastal Church, Bay Minette, Alabama  
Pledge of Allegiance

## **ADOPTION OF MINUTES**

## **B CONSENT**

January 21, 2020, Regular Meeting

### **BA ADMINISTRATION**

- |            |   |                                |
|------------|---|--------------------------------|
| <b>BA1</b> | 16th Annual Tour de L.A.D.R. (Lower Alabama Doctors) Bike Ride and Run  | <a href="#"><u>20-0625</u></a> |
| <b>BA2</b> | Rosinton Elementary School's 15th Annual 5K Armadillo Dash  | <a href="#"><u>20-0615</u></a> |
| <b>BA3</b> | Revision of Baldwin County Commission Policy #2.6 - Alcohol License Applications  | <a href="#"><u>20-0656</u></a> |
| <b>BA4</b> | Space Allocation in County Facilities - Allocation of Space at the Baldwin County Courthouse in Bay Minette, Alabama and Adoption of Resolution #2020-057 | <a href="#"><u>20-0687</u></a> |

### **BC ARCHIVES AND HISTORY**



- 
- |            |  |                                |
|------------|--|--------------------------------|
| <b>BC1</b> | Gulf Coast Battalion - Camp of Instruction at Bicentennial Park  | <a href="#"><u>20-0680</u></a> |
| <b>BE</b>  | <b>BUDGET/PURCHASING</b>   |                                |
| <b>BE1</b> | Competitive Bid #WG19-21 - Provision of Off-site Printing, Mailing and Automated Management of the Baldwin County Probate Renewal Notices                    | <a href="#"><u>20-0660</u></a> |
| <b>BE2</b> | Competitive Bid #WG20-08 - Purchase of One (1) New 2019 Honda Odyssey EX 5-Door Wagon/Minivan or Equivalent for the Baldwin County Sheriff's Department      | <a href="#"><u>20-0662</u></a> |
| <b>BE3</b> | Competitive Bid #WG20-09 - Purchase and Installation of One (1) New 80 Ton HVAC Chiller at the Baldwin County Satellite Courthouse Located in Foley, Alabama | <a href="#"><u>20-0663</u></a> |
| <b>BE4</b> | Competitive Bid #WG20-12 - Provision of Motorgrader Blades for the Baldwin County Commission   | <a href="#"><u>20-0664</u></a> |
| <b>BE5</b> | Competitive Bid #WG20-13 - Provision of Cooked Meals for the Baldwin County Solid Waste Department   | <a href="#"><u>20-0666</u></a> |
| <b>BE6</b> | Baldwin County Resurfacing Projects 2020: Group #2 - BCR-2020-2  | <a href="#"><u>20-0667</u></a> |
| <b>BE7</b> | Final Design for the Construction of a New Baldwin County S.A.I.L. Center Located in Little River, Alabama for the Baldwin County Commission                 | <a href="#"><u>20-0668</u></a> |
| <b>BE8</b> | Quote to Repair 2019 Kenworth T800 Dump Truck for the Baldwin County Commission  | <a href="#"><u>20-0670</u></a> |
| <b>BE9</b> | Resolution #2020-056 - Fiscal Year 2020 Budget Amendment for Highway Conference Room Upgrades  | <a href="#"><u>20-0675</u></a> |
| <b>BK</b>  | <b>EMERGENCY MANAGEMENT AGENCY (EMA)</b>   |                                |
| <b>BK1</b> | Baldwin County Emergency Management Agency - Approval of Updated Logo and Service Mark Registration  | <a href="#"><u>20-0665</u></a> |
| <b>BL</b>  | <b>ENVIRONMENTAL MANAGEMENT</b>  |                                |
| <b>BL1</b> | Updated Recycle Map for Baldwin County   | <a href="#"><u>20-0697</u></a> |
| <b>BM</b>  | <b>FINANCE AND ACCOUNTING</b>  |                                |
| <b>BM1</b> | Annual Tax Levy - Resolution #2020-055   | <a href="#"><u>20-0700</u></a> |
| <b>BN</b>  | <b>HIGHWAY</b>   |                                |
-

- 
- |            |  |                                |
|------------|--|--------------------------------|
| <b>BN1</b> | Addition of Road to County Maintained Road List - 3rd Street from Boykin Boulevard to Kee Avenue   | <a href="#"><u>20-0695</u></a> |
| <b>BN2</b> | Bluewater Drive and Pine Drive - Amendment to a Request for an Attorney General's Opinion  | <a href="#"><u>20-0686</u></a> |
| <b>BN3</b> | Case No. S-16047 - Silver Lake Subdivision - Road Acceptance   | <a href="#"><u>20-0681</u></a> |
| <b>BN4</b> | Intergovernmental Service Agreement between Baldwin County and the City of Orange Beach for Routine Maintenance of Navy Road in Orange Beach City Limits | <a href="#"><u>20-0682</u></a> |
| <b>BN5</b> | Intracoastal Waterway Boat Launch Design Project - Design Services   | <a href="#"><u>20-0684</u></a> |
| <b>BN6</b> | Refund Application Fee for Randolph Drive Vacation Request   | <a href="#"><u>20-0692</u></a> |
| <b>BO</b>  | <b>JUVENILE DETENTION</b>  |                                |
| <b>BO1</b> | Department of Youth Services (DYS) Part 1 and Part 2 Grant/Subsidy Agreement Fiscal Year 2019-2020   | <a href="#"><u>20-0698</u></a> |
| <b>BQ</b>  | <b>PERSONNEL</b>   |                                |
| <b>BQ1</b> | Finance and Accounting Department - Position Changes   | <a href="#"><u>20-0669</u></a> |
| <b>BQ2</b> | Planning and Zoning Department - Position Change   | <a href="#"><u>20-0671</u></a> |
| <b>BQ3</b> | Revenue Commission (Re-Appraisal) - Position Changes   | <a href="#"><u>20-0673</u></a> |
| <b>BQ4</b> | Sales, Use, and License Tax Department - Position Change   | <a href="#"><u>20-0672</u></a> |
| <b>BQ5</b> | County Administration - Restructure of Citizen Service Center Department   | <a href="#"><u>20-0674</u></a> |
| <b>BQ6</b> | Highway Department (Traffic Operations) - Promotion of Employee  | <a href="#"><u>20-0679</u></a> |
| <b>BQ7</b> | Juvenile Detention Center - Employment of One (1) Part-Time Detention Technician Position  | <a href="#"><u>20-0677</u></a> |
| <b>BQ8</b> | Solid Waste Department - Employment of One (1) Solid Waste Technician Position   | <a href="#"><u>20-0678</u></a> |
| <b>BR</b>  | <b>PLANNING AND ZONING</b>   |                                |
| <b>BR1</b> | Proposed Text Amendments to the Baldwin County Zoning Ordinance, Section 2.3.26, Local Provisions for Planning District 26                               | <a href="#"><u>20-0699</u></a> |

**C PRESENTATIONS**

**D PUBLIC HEARINGS**

**E COMMITTEE REPORTS**

**EA FINANCE/ADMINISTRATION DIVISION**

**EA1** Payment of Bills [20-0657](#)

**EA2** Notification of Interim Payments Approved by Clerk/Treasurer as  
Allowed Under Policy 8.1 [20-0658](#)

**EB ROAD AND BRIDGE DIVISION**

**F ELECTED OFFICIAL REQUESTS**

**G OTHER STAFF RECOMMENDATIONS**

**GA ADMINISTRATION**

**GA1** Employment Contract - Legislative Constituent Services Director -  
Baldwin County Legislative Delegation [20-0620](#)

**GA2** Letter of Support for AltaPointe Health for 1115 Severe Mental Illness  
(SMI) Waiver Opportunity [20-0676](#)

**GA3** Revision of Baldwin County Commission Policy #2.10 - Polling Place  
Hours/Poll Worker Compensation [20-0652](#)

**GE BUDGET/PURCHASING**

**GE1** Competitive Bid #WG19-58 - Interior Build-out of the Second Floor of  
the Baldwin County Satellite Courthouse Located in Fairhope, Alabama [20-0659](#)

**H COMMISSIONER REQUESTS**

**I ADDENDA**

**J ADMINISTRATIVE REPORT**

**K COUNTY ATTORNEY'S REPORT**

**L ANNOUNCEMENTS**

**M PUBLIC COMMENTS**

**N PRESS QUESTIONS**

**O COMMISSIONER COMMENTS**

**P ADJOURNMENT**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0625, **Version:** 1

**Item #:** BA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Michelle Howard, Commission Executive Assistant

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### **ITEM TITLE**

16th Annual Tour de L.A.D.R. (Lower Alabama Doctors) Bike Ride and Run

### **STAFF RECOMMENDATION**

Approve the requested route for the 16th Annual Tour de L.A.D.R. (Lower Alabama Doctors) Bike Ride and Run on Saturday, April 4, 2020. The ride will begin at 7:30 a.m., starting at the Grand Hotel in Point Clear, traveling on Scenic Highway 98 onto County Road 1 to Pelican Point and back to the Grand Hotel in Point Clear. The bike and run route will finish by 10:00 a.m.

The Baldwin County Sheriff's Office, along with Fairhope Police Department, will assist with traffic control and security.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** February 25, 2019

**Background:** On February 25, 2019, the Baldwin County Commission approved the 15th Annual Tour de L.A.D.R. (Lower Alabama Doctors) Bike Ride and Run on Saturday, March 30, 2019.

The Medical Society of Mobile County has coordinated volunteers and personnel to raise money for the Mobile Medical Endowment Trust Fund. This will benefit Camp Rap-A-Home, a camp for children with cancer.

### **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):**

Medical Society of Mobile County  
Attn: Ms. Wendy Bedsole  
2701 Airport Boulevard  
Mobile, Alabama 36606-2319

**CC:**

Michelle Howard  
Sheriff Huey Hoss Mack  
Chief Deputy Anthony Lowery  
Captain Tony Nolf  
Lieutenant Nathan Lusk  
Nancy Hall  
Joey Nunnally  
Frank Lundy  
Alfreda Jeffords  
Lisa Sangster  
Zach Hood

Jessie Peacock

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

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



# Medical Society of Mobile County

January 15, 2020

## BOARD OF DIRECTORS:

Ted Flotte, MD  
President

George Koulianos, MD  
President-Elect

Nina Ford-Johnson, MD  
Vice-President

Lawrence Bedsole, MD  
Secretary-Treasurer

Aimee Walsh, MD  
Immediate-Past President

## CENSORS:

Lynn Batten, MD  
Ijaz Iqbal, MD  
John McMahon, MD  
Kitti Outlaw, MD  
Conrad Pierce, MD  
Lauren Self, MD

## CENSORS: BOARD OF HEALTH

Joseph Bornstein, MD  
Matthew Cepeda, MD  
Nina Ford-Johnson, MD  
Barbara Mitchell, MD  
William Richards, MD  
C.M.A Rogers, IV, MD

Bernard H. Eichold, II, MD  
Dr. P.H.  
Health Officer

Executive Director  
Wendy L. Bedsole

Anthony Lowery, Chief Deputy  
Baldwin County Sheriff Office  
310 Hand Avenue  
Bay Minette, AL 36507

Dear Deputy Lowery,

The Medical Society of Mobile County is requesting permission to host our 16<sup>th</sup> Annual Tour de L.A.D.R. (Lower Alabama Doctors) Bike Ride on Saturday, April 4<sup>th</sup>, 2020. The ride will begin and end at the Grand Hotel.

The event will start at 7:30 am and we anticipate we will be finished by 10:00 am. We are requesting assistance from the Sheriff's Office for traffic control. We are also requesting assistance from the Fairhope Police department. We would like the officers there by 7 am.

The Medical Society Mobile County will supply personnel and volunteers to coordinate the event. All proceeds will benefit Camp Rap-A-Hope, a camp for children with cancer and the Mobile Medical Endowment Trust.

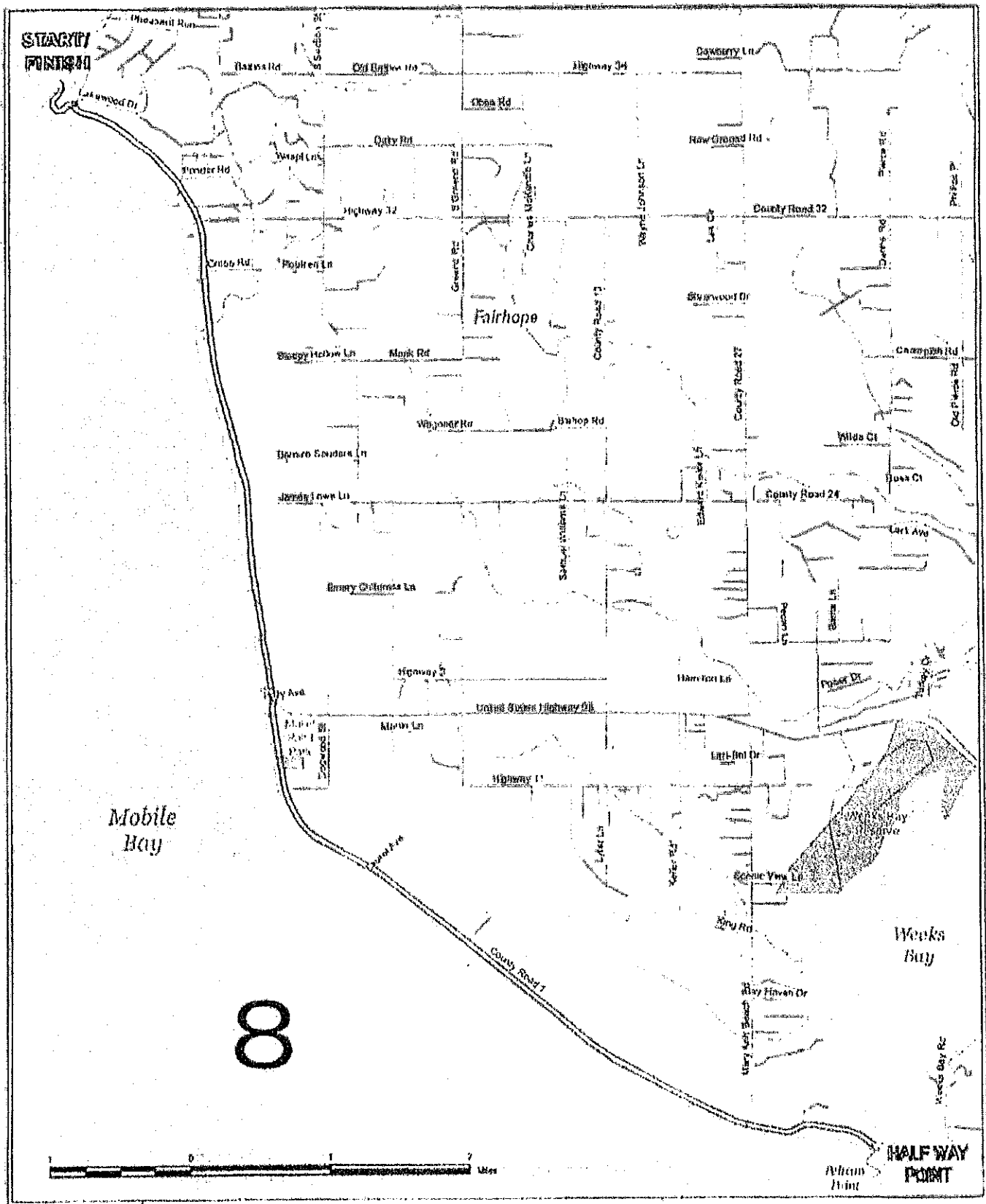
I have enclosed the proposed routes for the bike ride, as well as our certificate of liability insurance. Please contact me at 476-9494 if you have questions.

Sincerely,

Wendy Bedsole

2701 Airport Boulevard  
Mobile, Alabama 36606-2319  
Phone (251) 476-9494  
Fax (251) 476-9495





### April 4, 2020 Medical Society of Mobile County, 16th Annual Tour de LADR

Race route: Start and finish at the Grand Hotel in Point Clear, follow Scenic Highway 98 onto Country Road 1 to Pelican Point and back. The race is approximately 21.4 miles round trip.


# OFFICE OF SHERIFF

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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: Anthony Lowery, Chief Deputy 

DATE: January 16, 2020

SUBJECT: 16<sup>th</sup> Annual Tour de L.A.D.R Bike Ride  
April 4, 2020  
7:30 am @ The Grand Hotel

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

AL/BL



# Fairhope Police Department

*"On Beautiful Mobile Bay"*

Commissioner Joe Davis  
Baldwin County Commission  
1100 Fairhope Avenue  
Fairhope, Alabama 36532

RE: Tour de Lower Alabama Doctors Bicycle Ride

Dear Commissioner Davis:

The Fairhope Police Department will provide police officers for the bike ride on Saturday, April 4, 2020, and would like to formally pass on our approval for the use of roadways within our jurisdiction. It is my understanding that the bicycle ride starts at the Grand Hotel at 7:30 a.m., and goes to Pelican Point (at the end of County Road 1) and then returns to the hotel.

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

Respectfully,

Stephanie Hollinghead  
Chief of Police  
Fairhope Police Department

Stephanie Hollinghead  
Chief of Police

107 N. Section St.  
Fairhope, AL 36532

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0615, **Version:** 1

**Item #:** BA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

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

**Submitted by:** Keri Green, Administrative Support Specialist

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### **ITEM TITLE**

Rosinton Elementary School's 15<sup>th</sup> Annual 5K Armadillo Dash

### **STAFF RECOMMENDATION**

Approve the request from Rosinton Elementary School to use County Road 64, County Road 69, County Road 62 and County Road 71 in Robertsedale to hold its 15<sup>th</sup> Annual 5K Armadillo Dash on Saturday, March 7, 2020, at 8:30 a.m. until 10:00 a.m. with the Baldwin County Sheriff's Office providing the necessary security.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** On February 5, 2019, the Baldwin County Commission approved the 14<sup>th</sup> Annual 5K Armadillo Dash, held on March 30, 2019.

**Background:** Staff received a request from Mr. Joseph A. Benton, Principal of Rosinton Elementary School to use County Road 64, County Road 69, County Road 62 and County Road 71 in Robertsedale to hold its 15<sup>th</sup> Annual Armadillo Dash 5K on Saturday, March 7, 2020, at 8:30 a.m. until 10:00 a.m. with Baldwin County Sheriff's Office providing the necessary security. A 1 Mile Fun Run and Walk will follow as well as other fun, family activities.

Insurance for the Armadillo Dash is covered under the Rosinton Elementary School Insurance Policy. Participants are required to sign a Waiver of Liability Agreement Release Form per the event coordinators.

### **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:**

Correspondence to:

Mr. Joseph A. Benton, Principal  
Rosinton Elementary School  
49757 County Road 64  
Robertsdale, Alabama 36567

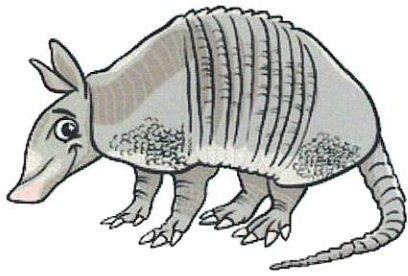
Cc:

Keri Green  
Chief Deputy Anthony Lowery  
Capt. Tony Nolfie  
Lt. Nathan Lusk  
Nancy Hall  
Jessie Peacock  
Joey Nunnally  
Frank Lundy

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

N/A

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



# Rosinton School

19757 County Road 64  
Robertsdale AL, 36567  
Phone (251) 964-5210  
Joseph A Benton, Principal

RECEIVED  
JAN 15 2020

BY: ..... *BP* .....

*4Bcc*  
*WD*  
*RC*  
*Sheriff*  
*Mack*  
*JN*

January 13, 2020

Honorable Billie Jo Underwood  
Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

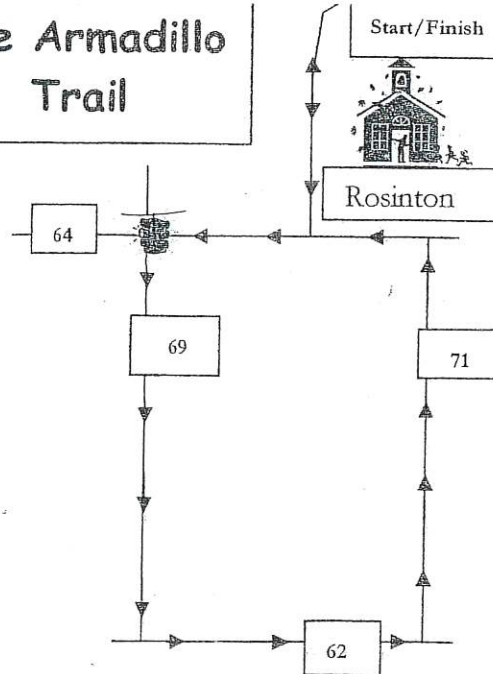
Dear Commissioner Underwood:

Rosinton Elementary School is sponsoring its 15<sup>th</sup> annual 5K Armadillo Dash in our community Saturday, March 7<sup>th</sup> at 9:00 a.m. The route will include County Road 64, County Road 69, County Road 62 and County Road 71 in Robertsdale, Alabama. A 1 Mile Fun Run and Walk will follow as well as other family fun activities. We are requesting that a detour route for the time prior to the race at 8:30 a.m. until after the race around 10:00 a.m. in the area outlined on the enclosed map. We will have on hand emergency vehicles. We appreciate your assistance in this exciting project for our school and community. I have sent a request under a separate cover to the Baldwin County Sheriffs Department.

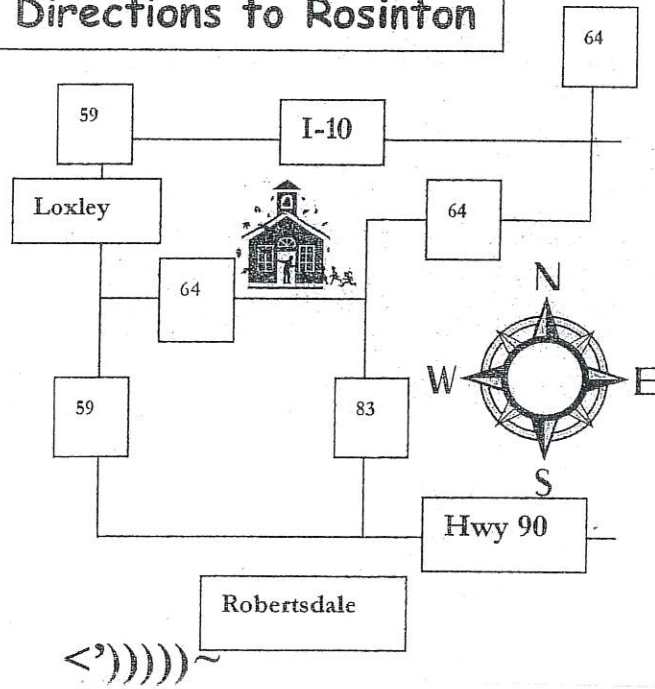
Sincerely,

Joseph A. Benton  
Principal

# The Armadillo Trail



## Directions to Rosinton






# OFFICE OF SHERIFF

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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: Anthony Lowery, Chief Deputy 

DATE: January 16, 2020

SUBJECT: Rosinton School  
5k Armadillo Dash  
March 7, 2020  
9:00 am @ Rosinton School

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

AL/BL

Please print in blue or black ink. Fill out the form completely. Entry will not be accepted without entry fee & signed waiver. One participant per form.

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

ZIP \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Age \_\_\_\_\_

Male [ ] Female [ ]

Teacher/Class to Receive Registration Credit: \_\_\_\_\_

Shirt Size: (Circle One)

Youth: YXS YS YM YL XXL

Adult: S M L XL XXL XXXL

Event (Please Circle One)

5K Run 5k Walk 1 mile Fun Run

**Waiver of Liability Agreement Release Form:** "I know that running a road race is a potentially hazardous activity. I should not enter & participate unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete the run. I assume all risks associated with participating in the Armadillo Dash, including but not limited to falls, contact with other participants, the effects of the weather including heat and high humidity, traffic and conditions of the road. All such risks being known and appreciated by me, having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, wave and release Rosinton Elementary, the Baldwin Board of Education and any and all sponsors of the Armadillo Dash, their representatives and successors from all claims or liabilities of any kind arising out of my participation in this event. I grant permission to all of the foregoing to use any photographs, motion pictures, recordings or any other record of this event for any legitimate purpose."

Signature: \_\_\_\_\_ (Parent or guardian must sign if participant is under 18)

## Registration Information

All Registration forms must be postmarked by February 28<sup>th</sup> to ensure delivery. Registration fees are non-refundable.

**Early Registration** by **February 28, 2020.** (Guaranteed shirt in your size.)

\$15.00 Students

\$20.00 Adults

## Registration

March 1<sup>st</sup> - March 6<sup>th</sup>

\$20.00 Students

\$25.00 Adults

## Day of Race Registration

March 7<sup>th</sup> (First come, first serve on remaining shirts)

\$25.00 Student

\$30.00 Adults

**Or register on Active.com**



**Make Checks payable to:** Rosinton School

**Mail Registration and Check to address:**

Rosinton School 19757 CO RD 64 Robertsedale, AL 36567

**AWARDS 5K RUN - AGE GROUPS:**

0-7, 8-10, 11-13, 14-16, 17-20, 21-25, 26-30, 31-35, 36-40, Masters, Grandmasters, & Senior Grandmasters

**TROPHIES** for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Female & Male Overall

**MEDALS** for 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Female & Male Age Groups  
Walkers - 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Overall

**FUN RUN**

Medals for 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup>

PARTICIPATION RIBBONS for ALL

**MAP TO SCHOOL: 19757 CO. RD. 64**



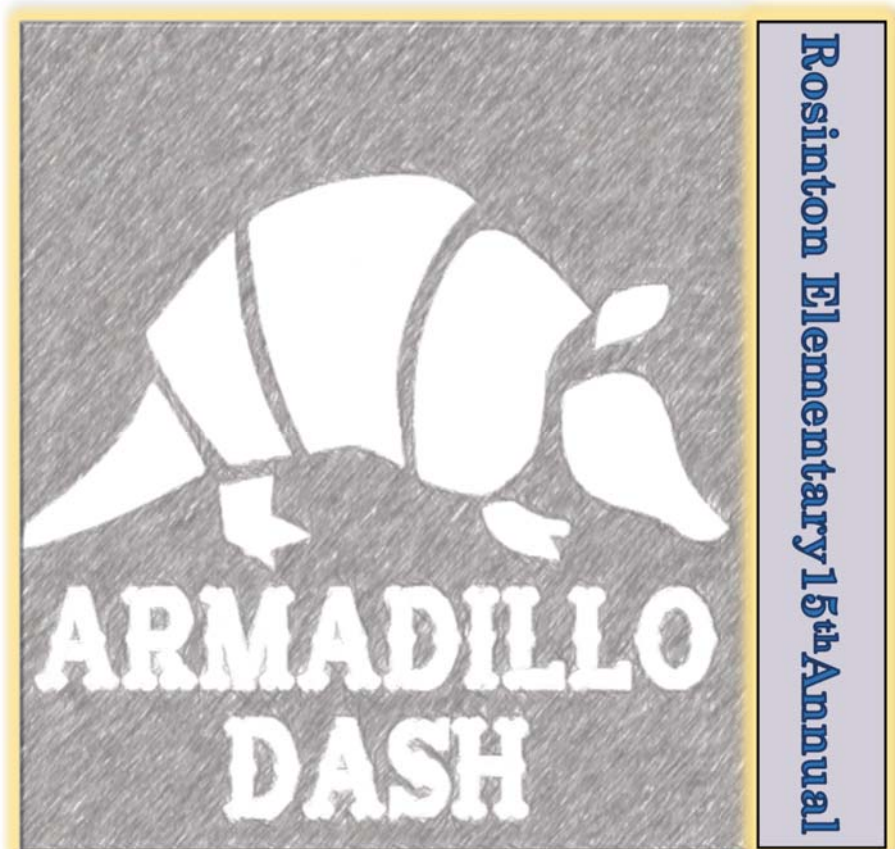
**RACE COURSE**



**SCHOOL COMPETITION:** A Pizza Party will be given to the class who brings in the most runners.

Entertainment/Food/ Silent Auction in the School Cafeteria. Bounce House on the playground.

**For more information email -** [wstephens@bcbe.org](mailto:wstephens@bcbe.org)



Certified Run/Walk 5K Race and 1 mile Fun Run  
March 7<sup>th</sup>, 2020





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0656, **Version:** 1

**Item #:** BA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

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

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

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### **ITEM TITLE**

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

### **STAFF RECOMMENDATION**

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

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** April 18, 2017 - Last BCC Revision to Policy #2.6.

January 14, 2020, BCC Work Session - The Commission requested staff bring forward a policy amendment.

#### **Background:**

During the January 14, 2020, BCC work session, the Commission discussed revising Policy 2.6 - *Alcohol License Applications*, and requested staff to bring a draft policy revision forward for the Commission's consideration.

**WHAT THE POLICY REVISION WILL ACCOMPLISH:** The revision of Policy 2.6 would provide an exception for Applicants with a new construction of an establishment only, where Administration staff is allowed to proceed with completing the application and scheduling of the public hearing date without a copy of County Health Department Permit or documentation from the Health Department stating a permit is not necessary. The Applicant will still be required to present proof of the Health Department documentation to the Commission on or before the public hearing date. This revision will expedite the process and avoid delays with the licensing when the business has been inspected and approved by the ADPH (Baldwin County Health Department) and is ready to begin operations.

Currently, all applicants are required provide copies of the following documentation to Administration staff before a public hearing date is set and the applicant is able to begin the required newspaper advertisement for the hearing:

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

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

Yes, County Attorney has reviewed and approved with changes to the verbiage, which was presented during the 1/28/2020 BCC work session.

**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:**

Administration - As determined by the Commission.

Update policy books and email departments.

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

Dean, Betty (ABC) Betty.Dean@abc.alabama.gov

Barrett, Ben (ABC) Ben.Barrett@abc.alabama.gov <mailto:Ben.Barrett@abc.alabama.gov>

Kyzar, Kipp (ADPH) Kipp.Kyzar@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



## BALDWIN COUNTY COMMISSION

POLICY #2.6		
Subject	Alcohol License Applications	
Date Adopted	February 4, 2020	
Agenda Item	TBD	
Obsolete Versions	July 5, 1995	Minute Book 16, Page 247
	March 16, 2004	Minutes Book 34, Page 388
	February 19, 2008	Minutes Page 26
	March 17, 2009	Minutes Page 11
	March 16, 2010	Minutes Page 10-11
	February 7, 2012	Agenda Item EA6
	April 18, 2017	Agenda Item BA2
	September 4, 2018	Agenda Item BA3

### **POLICY STATEMENT**

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

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

### **PROCEDURAL REQUIREMENT**

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

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

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

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

#### DOCUMENTATION AND INFORMATION REQUIRED FROM THE APPLICANT

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

- 1) Copy of the completed State ABC License Application; and
- 2) Copy of current County Business License; and
- 3) Copy of County Health Department Permit or documentation from the Health Department stating a permit is not necessary, except as provided in paragraph 6 below; and
- 4) Baldwin County sales and use tax account with no delinquent taxes; and
- 5) Consent for Inspection (the owner or authorized agent for the owner of the premises must consent to the inspection of said premises and the posting of a public notice sign by County personnel in conjunction with the application for an alcohol license).
- 6) The Administration staff may proceed with completing the application and scheduling of the public hearing without a copy of the County Health Department Permit, or documentation from the Health Department stating a permit is not necessary, if the establishment seeking the license will be located in a building that is the result of new construction that has not yet received a certificate of occupancy. Provided, however, a copy of the County Health Department Permit, or documentation from the Health Department stating a permit is not necessary, must be obtained by the Applicant and presented to the Commission on or before the public hearing date.

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

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

#### SCHEDULING OF THE PUBLIC HEARING

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



## ADVERTISING REQUIREMENTS

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

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

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

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

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

## COMMISSION ACTION AND NOTIFICATION OF DECISION

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

## FORMS/ATTACHMENTS/EXHIBITS

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

**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: \_\_\_\_\_ D/B/A: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ e-mail: \_\_\_\_\_

☐ *ABC License Application*

**Site Information**

Business Name: \_\_\_\_\_  
E-911 Address of Site: \_\_\_\_\_  
Parcel ID Number: 05-\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

***\*parcel information must be completed***

Proposed Use: \_\_\_\_\_

***\*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](http://www.revcomm.co.baldwin.al.us)) or by calling (251)937-0245.***

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

**Case No. ZV -** \_\_\_\_\_ ☐ **Unzoned** ☐ **Zoned** **Zoning Classification:** \_\_\_\_\_

☐ **City Limits:** \_\_\_\_\_ **Planning District** \_\_\_\_\_

☐ **Permitted Use** ☐ **Not Permitted Use** **Fire District:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

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

Name of Applicant: \_\_\_\_\_  
(List name of applicant as it appears on State ABC application)

Name and address of individual, partners, members, association, corporate officers, etc. (Use back of page if necessary)

Physical address (location) of business:

Mailing address (if different):

\*If a transfer, please fill out the following information:

Has any person(s) with interest, including manager or applicant ever had any permit or license application suspended, revoked or declined by Baldwin County?            No            Yes\*

\*If yes, please explain:

---

Has a liquor, wine, malt or brewed beverage license application for these premises ever been denied, suspended or revoked?      ☐ No      ☐ Yes\*

\*If yes, please explain:

Are the applicants named above, the only person(s) in any manner, interested in the business sought to be licensed?  
☐ Yes ☐ No\*

\*If no, list other individuals and addresses who are interested:

\*If yes, please list person(s) and charge/violation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name	Address	Telephone Number	Relationship

**PLEASE NOTE: The applicant is responsible for obtaining a county business license, a sales and use tax account, Health Department approval if applicable, and any and all permits, if necessary, PRIOR to the Administration Office setting a public hearing date for this license request.**

**BALDWIN COUNTY COMMISSION**

**CONSENT FOR INSPECTION**

I, \_\_\_\_\_, the owner or authorized agent for the  
owner of the premises located at \_\_\_\_\_

\_\_\_\_\_,  
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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Owner or Authorized Agent

\_\_\_\_\_  
Telephone number



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0687, **Version:** 1

**Item #:** BA4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

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

**Submitted by:** Barbara Pate, Commission Executive Assistant

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### ITEM TITLE

Space Allocation in County Facilities - Allocation of Space at the Baldwin County Courthouse in Bay Minette, Alabama and Adoption of Resolution #2020-057

### STAFF RECOMMENDATION

Baldwin County Courthouse - Bay Minette

In the City of Bay Minette, and pursuant to the authority granted the Baldwin County Commission at §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, and without limitation, adopt Resolution #2020-057 of the Baldwin County Commission, which designates the rooms to be occupied in the Baldwin County Courthouse and further, to authorize the space allocations and offices applicable to the Baldwin County Courthouse.

(Resolution #2020-057 repeals Resolution #2019-082, adopted by the Baldwin County Commission on May 21, 2019.)

### BACKGROUND INFORMATION

**Previous Commission action/date:** May 21, 2019

**Background:** According to Alabama General Law and Baldwin County Local Law, as recited in the attached resolution, the Baldwin County Commission has the sole authority to locate the courts and designate the office space to be utilized by the various county officers and/ or offices at all Baldwin County Commission facilities.

At the request of Honorable Presiding Circuit Judge Scott P. Taylor to transfer the small office on the second floor, across from Courtroom Seven of the Bay Minette Courthouse to the Baldwin County Sheriff's Office Judicial Protection Unit, staff is proposing the Commission to adopt the attached resolution which changes the space allocation as requested. Currently, this space is unoccupied.

The last space allocation change done for the Baldwin County Courthouse in Bay Minette was approved by Resolution #2019-082, adopted May 21, 2019. The proposed Resolution #2020-057 would repeal Resolution #2019-082.

**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 - Update Space Allocations and Resolutions  
Library on BCAP

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

Cc:  
Honorable Judge Taylor  
Brenda Ganey  
Sherriff Hoss Mack  
Chief Deputy Lowery

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

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**RESOLUTION # 2020-057  
OF THE  
BALDWIN COUNTY COMMISSION**

**EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO AUTHORIZE, BY ORDER AS ENTERED UPON THE MINUTES OF THE FEBRUARY 4, 2020, REGULAR MEETING, THE LOCATION OF THE COURTS IN THE ROOMS OF THE BALDWIN COUNTY COURTHOUSE AND DESIGNATION OF THE ROOMS TO BE OCCUPIED BY THE DIFFERENT OFFICERS ENTITLED TO ROOMS THEREIN AND PROVIDING OFFICE SPACE FOR THE BALDWIN COUNTY SHERIFF'S OFFICE JUDICIAL PROTECTION UNIT.**

WHEREAS, §11-3-11 (a) (1) of the Code of Alabama 1975 provides, in pertinent part, that the Baldwin County Commission shall have authority to direct, control and maintain the property of the county as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the officers entitled to rooms therein, including the circuit judge if resident in the county, and to change the location of the courts and the designation of the rooms for officers as it may deem best and most expedient, and this shall be done by order of the county commission entered upon the minutes of the county commission at a regular meeting of the county commission; and

WHEREAS, further, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, that the Baldwin County Commission shall have the duty, power, jurisdiction, authority and privilege to direct and control the property of Baldwin County, as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the different officers entitled to rooms therein, and to change the location of courts and designation of rooms for officers as it may deem best and most expedient; and this shall be done by order of the Commission entered upon its minutes at a regular term of the Commission.

COMES NOW, this honorable county governing body, and by this instrument, desiring to update the designation of the location of the courts in the rooms of the Baldwin County Courthouse and to update the designation of the rooms to be occupied by the officers in said Baldwin County Courthouse and, furthermore, providing office space for the Baldwin County Sheriff's Office Judicial Protection Unit therein pursuant to a floor plan rendering of the first floor of said Baldwin County Courthouse which is attached as **Exhibit A** and a floor plan rendering of the second floor of said Baldwin County Courthouse which is attached as **Exhibit B**; and



BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority granted the Baldwin County Commission in §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, as referenced herein and without limitation, the Baldwin County Commission hereby, and by this instrument, deems it best and most expedient to locate the courts in the rooms of the Baldwin County Courthouse and designate the rooms to be occupied by the officers in said **Baldwin County Courthouse**, as follows:

**First Floor**

Baldwin County Courthouse  
Located at the County Seat in Bay Minette, Alabama  
(See **Exhibit A**)

**Second Floor**

Baldwin County Courthouse  
Located at the County Seat in Bay Minette, Alabama  
(See **Exhibit B**)

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as *Resolution #2020-057 of the Baldwin County Commission*, be entered and spread upon the minutes of this February 4, 2020, regular meeting (term) of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, That *Resolution #2008-112 of Baldwin County Commission*, as amended by *Resolution #2010-42*, as amended by *Resolution #2011-127*, as amended by *Resolution #2017-035*, as amended by *Resolution #2017-058*, as amended by *Resolution #2017-133*, as amended by *Resolution #2019-082*, is hereby repealed.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 4th day of February, 2020.

---

Commissioner Billie Jo Underwood, Chairman

ATTEST:

---

Wayne Dyess, County Administrator

Exhibit A

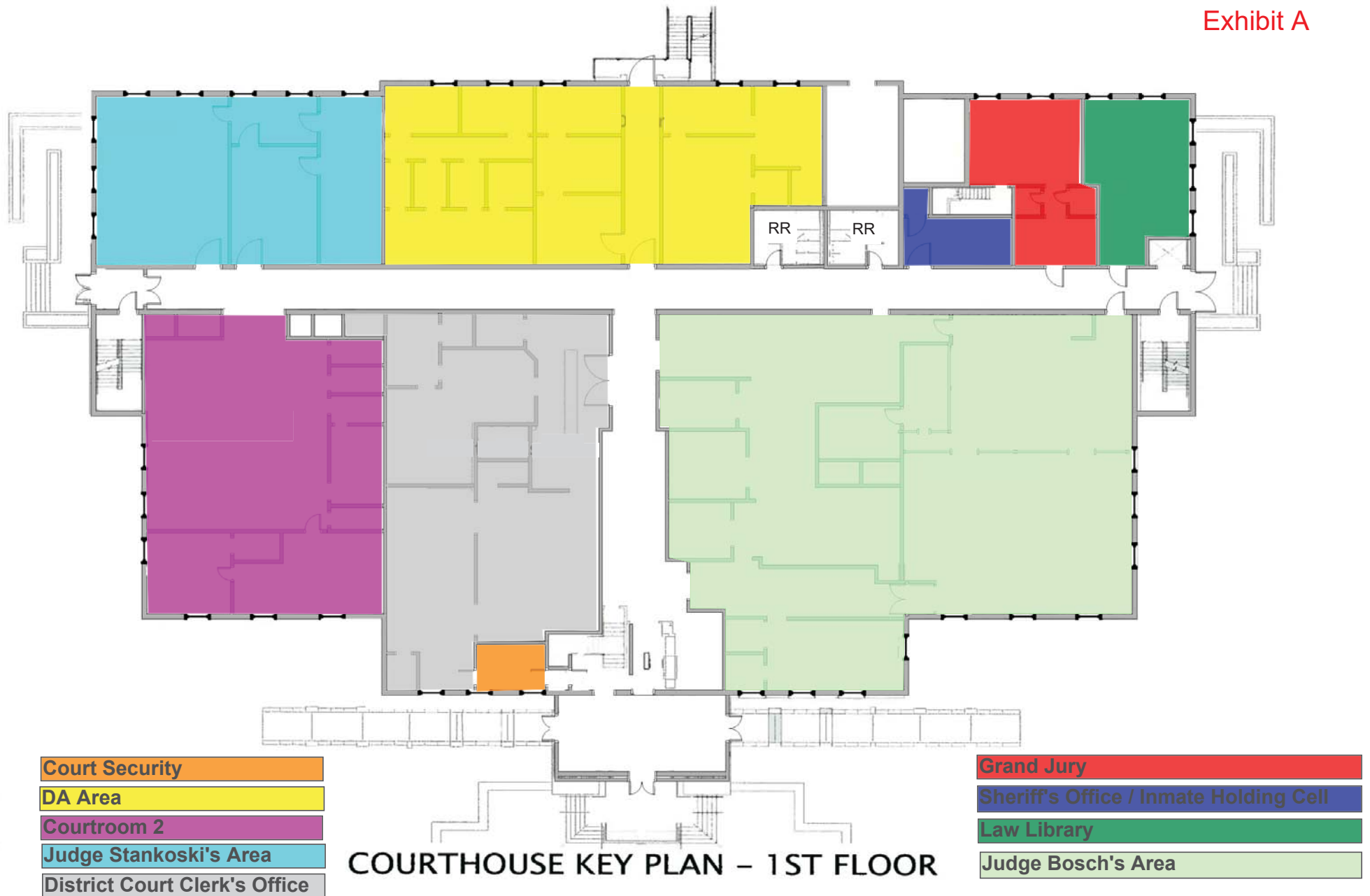
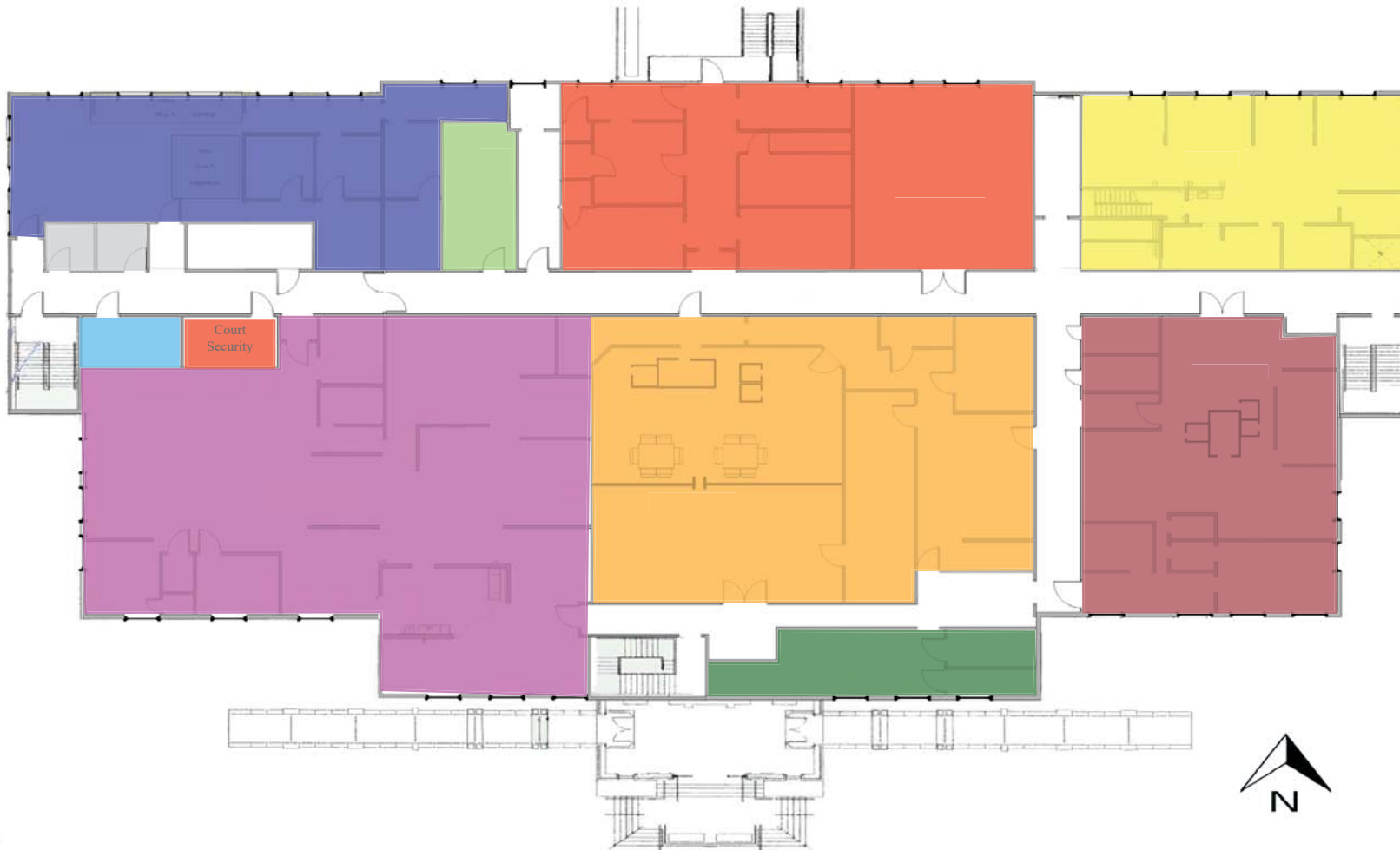


Exhibit B



COURTHOUSE KEY PLAN – 2ND FLOOR

- Judge Taylor's Area
- Court Referral
- Courtroom 7
- Video Conference Room

- District Attorney's Office
- Judge Bishop's Area
- Jury Lounge

- Judge Norton's Area
- Circuit Court Clerk Area
- BCSO Judicial Protection Unit

## Victoria Key

---

**From:** Barbara Pate  
**Sent:** Thursday, January 23, 2020 10:11 AM  
**To:** Victoria Key  
**Subject:** FW: Transfer of Office Space - Judge Taylor

**From:** Brenda Ganey [mailto:brenda.ganey@alacourt.gov]  
**Sent:** Wednesday, January 22, 2020 3:25 PM  
**To:** Barbara Pate <Barbara.Pate@baldwincountyal.gov>  
**Subject:** RE: Transfer of Office Space - Judge Taylor

---

[CAUTION: External Email]

No one is currently in this office and there is no number. Justice Stuart had two offices assigned to her with the larger being hers and the smaller office for her assistant. Judge Taylor is keeping the larger space and transferring the smaller office to the Sheriff.

Sent from my Verizon, Samsung Galaxy smartphone



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0680, **Version:** 1

**Item #:** BC1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Felisha Anderson, Archives Director

**Submitted by:** Felisha Anderson, Archives Director

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### **ITEM TITLE**

Gulf Coast Battalion - Camp of Instruction at Bicentennial Park

### **STAFF RECOMMENDATION**

Approve the use of the Bicentennial Park by the Gulf Coast Battalion to conduct a Camp of Instruction on Saturday, March 28, 2020 from 7:00 a.m. until 3:00 p.m. for a Civil War Reenactment. The commanders will meet on Friday, March 27, 2020 at 4:30 p.m., with the option to camp outside on Friday night.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** January 28, 2020, BCC Work Session

**Background:** The Gulf Coast Battalion has units from Florida to Mississippi, including Artillery, discounted Cavalry (no horses) and Infantry. The Battalion seeks to portray the period known as the War between the States in authentic fashion for public education through actual battle reenactments, living histories and memorials.

A Camp of Instruction is a time where Artillery, Cavalry and Infantry come together for instruction in their respective branches including in depth training and safety for new recruits.

If approved, the camp will be held on Saturday, March 28, 2020, from 7:00 a.m. until 3:00 p.m. The commanders will meet on Friday, March 27, 2020 at 4:30 p.m. with the option to camp outside on Friday night. Friday will be a time of instruction just for the commanders and Saturday will include the rest of the participants. The group will fire canons and muskets during the time of instruction.

The camp will be free to the public. Questions can be asked and answered during the event.

### **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

## Felisha Anderson

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**From:** Ron <rggriffin1@msn.com>  
**Sent:** Friday, January 3, 2020 12:42 PM  
**To:** Felisha Anderson  
**Subject:** <EXTERNAL> Bicentennial Park Camp of Instruction

Ms. Felisha, January 3, 2020

Bert Blackmon has instructed me to personally contact you about the possible use of Bicentennial Park. He said you were looking for a basic outline of what we had in mind, and I will therefore try to explain our objectives in this communication.

My name is Ron Griffin, and I am the commander of a group of Civil War reenactors along the Gulf Coast known as the *Gulf Coast Battalion*. We have units from Florida to Mississippi, including Artillery, Dismounted Cavalry (no horses), and Infantry. The Battalion seeks to portray the period known as the *War between the States* in an authentic fashion for public education through actual battle reenactments, living histories, and memorials.

We have been wanting to conduct a *Camp of Instruction* for our Battalion for several years, and have been looking for the best possible location to conduct it. A *Camp of Instruction* is a time where the various branches, Artillery, Cavalry, and Infantry, come together for instruction in their respective branches. This is for safety reasons, as well as in depth training for new recruits in the hobby.

We would like to conduct this *Camp* on a Saturday, from 7:00 A.M. until 3:00 P.M. but would also like the option of meeting on Friday evening as well. Perhaps allowing us to camp outside, or camp inside of one of the historic buildings on site. Would you allow a camp fires as well on site? We could bring our own firewood, and be sure to cover any holes made for fires. Friday would be a time of instruction just for the commanders, while Saturday would include the rest of those who participate. The public would be free to observe and ask questions during the day. We would fire both canons, and muskets during the time of instruction.

I am in the process of putting together a detailed schedule for the entire day on Saturday. What each group would be doing during the day etc. At this point I have no idea of the exact numbers of men who would be coming to this event. I know that we have already secured commitments from several of our company members to participate.

As far as dates are concerned, we are fairly flexible. The last Friday and Saturday of February 28-29 would be preferred, or March 27-28. The first weekends in February and March are definitely out, as is February 21-22.

I would be happy to answer any additional questions you might have, so feel free to contact me either by phone, email, or text. I can be reached by:

Phone/Text: 251-377-0769

Email: [rggriffin1@msn.com](mailto:rggriffin1@msn.com)

Thank you for your consideration.

Ron Griffin







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0660, **Version:** 1

**Item #:** BE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Probate Judge Chief Clerk, Dean Mott/Probate Judge Deputy Chief, Sara Peden

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

---

### **ITEM TITLE**

Competitive Bid #WG19-21 - Provision of Off-site Printing, Mailing and Automated Management of the Baldwin County Probate Renewal Notices

### **STAFF RECOMMENDATION**

Extend Bid #WG19-21 - Provision of Off-site Printing, Mailing and Automated Management of the Baldwin County Probate Renewal Notices with Peregrine Corporation, for an additional twelve (12) months at the same prices and terms stated in the original bid specifications as was awarded on February 19, 2019. The extension will expire on February 19, 2021.

### **BACKGROUND INFORMATION**

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

01/15/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Off-site Printing, Mailing and Automated Management of the Probate Renewal Notices; 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.

02/19/2019 meeting: Awarded the bid to Peregrine Corporation for the Provision of Off-Site Printing, Mailing and Automated Management of the Baldwin County Probate Renewal Notices as per the attached Award Listing.

**Background:** The Probate Office is requesting that the Commission extend the bid for the Provision of Off-Site Printing, Mailing and Automated Management of the Probate Renewal Notices that was awarded on February 19, 2019 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 vendor. The vendor, Peregrine Corporation who was awarded the bid has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The extension will expire on February 19, 2021. Award Listing attached for

review.

**FINANCIAL IMPACT**

**Total cost of recommendation:** approximately \$25,000.00/year

**Budget line item(s) to be used:** 51300

**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:** 02/04/2020

**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

**From:** [David Stith](#)  
**To:** [Wanda Gautney](#)  
**Subject:** <EXTERNAL> RE: Bid #WG19-21 - Provision of Off-site Printing, Mailing and Automated Management of Baldwin County Probate Renewal Notices  
**Date:** Monday, January 6, 2020 10:48:10 AM

---

Yes Wanda—we would gladly renew this application.

---

**From:** Wanda Gautney [mailto:wgautney@baldwincountyal.gov]  
**Sent:** Monday, January 06, 2020 10:03 AM  
**To:** stith@peregrinesolutions.com  
**Subject:** Bid #WG19-21 - Provision of Off-site Printing, Mailing and Automated Management of Baldwin County Probate Renewal Notices

David,

Bid #WG19-21 – Provision of On-site Printing, Mailing and Automated Management of Probate Renewal Notices will be expiring on February 29, 2020. 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 your review.

Please let me know if Peregrine Solutions agrees to a twelve (12) month extension at the same prices and terms of the original bid award.

Thanks

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



## **COMPETITIVE BID #WG19-21 Award Listing**

**Off-Site Printing, Mailing and Automated Management of Probate Renewal Notices  
Effective February 19, 2019 through February 19, 2020**

	<b>BIDDER</b>
	<b>Peregrine Corporation</b>
<b>ITEMS</b>	
1) Courtesy Renewal Notices Approx. 282,600	\$0.09 each
2) Additional Cost per envelope for printing and inserting an additional 8.5x11 letter sheet. Only billable if County chooses to use this optional feature for a specific monthly mailing.	\$0.02 each
2A) Additional multi-page notices/ per page	\$.02 each

Vendor:

Peregrine Corporation

2424 Garbours Lane

Huntsville, AL 35811

ATTN: Danny Butler / David Stith

Phone: 256.721.7991 or 315.325.4788

Fax: 256.721.7075

Email: [dbutler@peregrinesolutions.com](mailto:dbutler@peregrinesolutions.com)



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0662, **Version:** 1

**Item #:** BE2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Anthony Lowery, Chief Deputy - Baldwin County Sheriff's Office/Connie Dudgeon, Director of Budget & Finance - Baldwin County Sheriff's Office/Troy Bookout, Sergeant - Baldwin County Sheriff's Office

**Submitted by:** Loren B. Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

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

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Authorize the Purchasing Director to **re-bid** for the purchase of one (1) new 2019 Honda Odyssey EX 5-Door Wagon/Minivan or Equivalent for the Baldwin County Sheriff's Department; 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:**

12/17/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the purchase of one (1) new 2019 Honda Odyssey EX 5-Door Wagon/Minivan or Equivalent for the Baldwin County Sheriff's Office; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

**Background:** Bids were set to open in the Purchasing Conference Room on January 9, 2020, at 1:30 P.M. for the purchase of one (1) new 2019 Honda Odyssey EX 5-Door Wagon/Minivan or Equivalent for the Baldwin County Sheriff's Office. No bids were received. Recommend the Commission authorize the Purchasing Director to re-bid for the purchase of one (1) new 2019 Honda Odyssey EX 5-Door Wagon/Minivan or Equivalent for the Baldwin County Sheriff's Office.

**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:** 02/04/2020

**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 #WG20-08A 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) New 2019 Honda Odyssey EX 5-Door  
Wagon/Minivan or Equivalent**

All standard equipment that comes on the 2019 Honda Odyssey EX 5-Door Wagon/Minivan or equivalent.

Options:

Exterior Color: Dark Grey  
Interior Color: Dark Grey



**BID #WG20-08A RESPONSE FORM**

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Purchase of One (1) New 2019 Honda Odyssey EX 5-Door Wagon/Minivan or equivalent

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             
Yes No

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

Financing Agency Authorized Signature

**BID #WG20-08A RESPONSE FORM**

Purchase of One (1) New 2019 Honda Odyssey EX 5-Door Wagon/Minivan or equivalent  
Page 2 of 2

**One (1) New 2019 Honda Odyssey EX 5-Door Wagon/Minivan or equivalent**

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

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**File #:** 20-0663, **Version:** 1

**Item #:** BE3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

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

**Submitted by:** Loren B. Lucas, Assistant Purchasing Director

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### ITEM TITLE

Competitive Bid #WG20-09 - Purchase and Installation of One (1) New 80 Ton HVAC Chiller at the Baldwin County Satellite Courthouse Located in Foley, Alabama

### STAFF RECOMMENDATION

Award the bid to the lowest bidder, **Lower Alabama Heating, Cooling and Refrigeration, LLC**, as follows and authorize the Chairman to execute the Contract. (Contract will be effective immediately upon the same date as its full execution after notice to proceed is issued.)

**Make/Model:** Carrier 30 RAP Chiller

**Amount Bid:** \$71,000.00

**Completion Time:** 90 Days

### BACKGROUND INFORMATION

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

12/17/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Purchase and Installation of One (1) New 80 Ton HVAC Chiller at the Baldwin County Satellite Courthouse Located in Foley, Alabama; 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:** Bids were opened in the Purchasing Conference Room on January 10, 2020 at 1:30 P.M. Five (5) bids were received. Recommend the Commission award the bid to the lowest bidder, **Lower Alabama Heating, Cooling and Refrigeration, LLC**, and execute the Contract for the Purchase and Installation of One (1) New 80 Ton HVAC Chiller at the Baldwin County Satellite Courthouse Located in Foley, Alabama. Bid Tabulation is attached for review.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$71,000.00

**Budget line item(s) to be used:** 51555.5524.401

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 02/04/2020

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

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

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

**COMPETITIVE BID #WG20-09 BID TABULATION**

**Purchase & Installation of One (1) 80 Ton Air-Cooled Chiller Unit  
at the Baldwin County Satellite Courthouse Located in Foley, Alabama**

<b>BIDDER:</b> Lower Alabama Heating, Cooling and Refrigeration, LLC		<b>AL GC LIC. #:</b> 52601
Make/Model:	Carrier 30 RAP Chiller	
Amount Bid:	<b>\$71,000.00</b>	
Delivery Time:	90 Days	
Bid Bond:	YES	
Warranty Information:	YES	
Exceptions:	NONE	

<b>BIDDER:</b> Air Masters Mechanical, Inc.		<b>AL GC LIC. #:</b> NONE
Make/Model:	Carrier 30RAP0805F-00110	
Amount Bid:	<b>\$76,326.00</b>	
Delivery Time:	90 Days from contract issuance or notice to proceed pending PO and shipment of chiller	
Bid Bond:	YES	
Warranty Information:	NO	
Exceptions:	AL GC Lic. # provided with bid expired on 12/31/2019 Did not perform site inspection as was required in the bid specifications Did not include manufacturer's warranty information as was required in the bid specifications	

<b>BIDDER:</b> Goram Air Conditioning Company, Inc.		<b>AL GC LIC. #:</b> 13689
Make/Model:	Carrier 30RAP0805F-00110	
Amount Bid:	<b>\$88,200.00</b>	
Delivery Time:	Chiller has a twelve (12) week lead time. Will complete the project within one week of receiving the chiller.	
Bid Bond:	YES	
Warranty Information:	YES	
Exceptions:	Did not perform site inspection as was required in the bid specifications	

<b>BIDDER:</b> Comfort Systems USA Southeast, Inc.		<b>AL GC LIC. #:</b> 41349
Make/Model:	Carrier 30RAP0805F-00110	
Amount Bid:	<b>\$105,000.00</b>	
Delivery Time:	100 Calendar Days	
Bid Bond:	YES	
Warranty Information:	NO	
Exceptions:	Did not include manufacturer's warranty information as was required in the bid specifications	

<b>BIDDER:</b> Star Service, Inc.		<b>AL GC LIC. #:</b> 37703
Make/Model:	Trane CGAM	
Amount Bid:	<b>\$107,921.00</b>	
Delivery Time:	Chiller has a lead time of 90 days	
Bid Bond:	YES	
Warranty Information:	YES	
Exceptions:	NONE	

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 **Lower Alabama Heating, Cooling and Refrigeration, LLC**, (hereinafter referred to as "PROVIDER").

### **WITNESSETH:**

**Whereas**, at its regular meeting on Tuesday, December 17, 2019, the COUNTY authorized staff to solicit bids for the Purchase and Installation of One (1) New 80 Ton Air-Cooled Chiller Unit for the Baldwin County Satellite Courthouse Located in Foley, Alabama for the Baldwin County Commission; and

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

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

- I.    Definitions.    The following terms shall have the following meanings:
  - A. COUNTY:            Baldwin County, Alabama
  - B. COMMISSION:    Baldwin County Commission
  - C. PROVIDER:        Lower Alabama Heating, Cooling and Refrigeration, LLC
- 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: Lower Alabama Heating, Cooling and  
Refrigeration, LLC  
ATTN: Justin Davis  
17115 Jordan Street  
Chatom, AL 36518

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 #WG20-09”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“Competitive Bid #WG20-09 – Purchase & Installation of One (1) 80 Ton Air-Cooled Chiller Unit for the Baldwin County Satellite Courthouse Located in Foley, Alabama for the Baldwin County Commission”.**

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

- XVII. General Responsibilities of the COUNTY.

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

- XVIII. 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 **\$71,000.00**. Said compensation shall be all inclusive, including without limitation, reimbursement of all costs, 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.

**SIGNATURE & NOTARY PAGE TO FOLLOW**

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

COUNTY

ATTEST:

\_\_\_\_\_  
BILLIE JO UNDERWOOD / Date  
Chairman

\_\_\_\_\_  
WAYNE DYESS / Date  
County Administrator

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_ Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood., whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**PROVIDER:**

*Lower Alabama Heating, Cooling and Refrigeration, LLC*

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

**NOTARY PAGE TO FOLLOW**

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_ Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of Lower Alabama Heating, Cooling and Refrigeration, 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 foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Lower Alabama Heating, Cooling and Refrigeration, LLC.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0664, **Version:** 1

**Item #:** BE4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Joey Nunnally, County Engineer; Frank Lundy, Maintenance Engineer; Eric Scott, Highway Department Equipment Manager

**Submitted by:** Loren B. Lucas, Assistant Purchasing Director

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### ITEM TITLE

Competitive Bid #WG20-12 - Provision of Motorgrader Blades for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the bid for the Provision of Motorgrader Blades to the lowest bidder, **Tractor & Equipment Company, Inc.**, as per the attached Award Listing.

### BACKGROUND INFORMATION

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

**12/27/2019 meeting:** 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Motorgrader Blades; and 2) further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

**Background:** Bids were opened in the Purchasing Conference Room on January 16, 2020 at 1:30 P.M. Three (3) bids were received. Recommend the Commission award the bid to the lowest bidder, Tractor & Equipment Company, Inc., as per the attached Award Listing. Bid Tabulation is attached for review. One (1) bid was received after the deadline and will be returned to the bidder, unopened, as is stated in the bid specifications.

### FINANCIAL IMPACT

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

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

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

N/A

### LEGAL IMPACT

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 02/04/2020

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

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

Letter to Bidders

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

**COMPETITIVE BID #WG20-12 Bid Tabulation**  
**Provision of Motorgrader Blades**

<b>BIDDER: Tractor &amp; Equipment Company, Inc.</b>					
	Length	Width	Thickness	Bolt Hole	Amount Bid
Price per 6 ft. Blade: 5/8" or 3/4" 6" width:	6'	6"	5/8"	Not Specified	<b>\$43.54</b>
	6'	6"	3/4"	Not Specified	<b>No Bid</b>
Price per 6 ft. Blade: 5/8" or 3/4" 8" width:	6'	8"	5/8"	Not Specified	<b>No Bid</b>
	6'	8"	3/4"	Not Specified	<b>\$69.12</b>
Price per 7 ft. Blade: 5/8" or 3/4" 6" width:	7'	6"	5/8"	Not Specified	<b>\$47.04</b>
	7'	6"	3/4"	Not Specified	<b>No Bid</b>
Price per 7 ft. Blade: 5/8" or 3/4" 8" width:	7'	8"	5/8"	Not Specified	<b>No Bid</b>
	7'	8"	3/4"	Not Specified	<b>\$79.63</b>
<b>Exceptions: NONE</b>					

<b>BIDDER: Thompson Tractor Company, Inc.</b>					
	Length	Width	Thickness	Bolt Hole	Amount Bid
Price per 6 ft. Blade: 5/8" or 3/4" 6" width:	6'	6"	5/8"	5/8"	<b>\$44.32</b>
	6'	6"	5/8"	3/4"	<b>\$72.68</b>
	6'	6"	3/4"	5/8"	<b>\$46.61</b>
	6'	6"	3/4"	3/4"	<b>No Bid</b>
Price per 6 ft. Blade: 5/8" or 3/4" 8" width:	6'	8"	5/8"	5/8"	<b>\$62.58</b>
	6'	8"	5/8"	3/4"	<b>\$72.87</b>
	6'	8"	3/4"	5/8"	<b>\$61.93</b>
	6'	8"	3/4"	3/4"	<b>\$75.35</b>
Price per 7 ft. Blade: 5/8" or 3/4" 6" width:	7'	6"	5/8"	5/8"	<b>\$53.00</b>
	7'	6"	5/8"	3/4"	<b>\$84.46</b>
	7'	6"	3/4"	5/8"	<b>\$50.44</b>
	7'	6"	3/4"	5/8"	<b>\$84.46</b>
Price per 7 ft. Blade: 5/8" or 3/4" 8" width:	7'	8"	5/8"	5/8"	<b>\$72.79</b>
	7'	8"	5/8"	3/4"	<b>\$85.23</b>
	7'	8"	3/4"	3/4"	<b>\$87.48</b>
	7'	8"	3/4"	5/8"	<b>\$72.15</b>
<b>Exceptions: NONE</b>					

<b>BIDDER: 1 Source Power &amp; Equipment</b>					
	Length	Width	Thickness	Bolt Hole	Amount Bid
Price per 6 ft. Blade: 5/8" or 3/4" 6" width:	6'	6"	5/8"	Not Specified	<b>\$60.29</b>
	6'	6"	3/4"	Not Specified	<b>No Bid</b>
Price per 6 ft. Blade: 5/8" or 3/4" 8" width:	6'	8"	5/8"	Not Specified	<b>\$79.40</b>
	6'	8"	3/4"	Not Specified	<b>No Bid</b>
Price per 7 ft. Blade: 5/8" or 3/4" 6" width:	7'	6"	5/8"	Not Specified	<b>\$65.68</b>
	7'	6"	3/4"	Not Specified	<b>No Bid</b>
Price per 7 ft. Blade: 5/8" or 3/4" 8" width:	7'	8"	5/8"	Not Specified	<b>\$92.64</b>
	7'	8"	3/4"	Not Specified	<b>No Bid</b>
<b>Exceptions: 1 Source Power &amp; Equipment did not provide a bid price that includes delivery charges as was required in the bid specifications. It is indicated on their bid that a \$150.00 freight charge will apply per order.</b>					

<b>BIDDER: Valk Manufacturing Company</b>					
Valk Manufacturing Company's bid package was delivered to the Purchasing Office via FedEx after the bid deadline of January 16, 2020 at 1:00 P.M. The bid package will be returned to the bidder, unopened, as is stated in the bid specifications.					



**COMPETITIVE BID #WG20-12 Award Listing**  
**Provision of Motorgrader Blades**  
**Effective 02/05/2020 through 02/05/2021**

<b>BIDDER:</b>		<b>Tractor &amp; Equipment Company, Inc.</b>			
	<b>Length</b>	<b>Width</b>	<b>Thickness</b>	<b>Bolt Hole</b>	<b>Amount Bid</b>
Price per 6 ft. Blade: 5/8" or 3/4" 6" width:	6'	6"	5/8"	Not Specified	<b>\$43.54</b>
	6'	6"	3/4"	Not Specified	<b>No Bid</b>
Price per 6 ft. Blade: 5/8" or 3/4" 8" width:	6'	8"	5/8"	Not Specified	<b>No Bid</b>
	6'	8"	3/4"	Not Specified	<b>\$69.12</b>
Price per 7 ft. Blade: 5/8" or 3/4" 6" width:	7'	6"	5/8"	Not Specified	<b>\$47.04</b>
	7'	6"	3/4"	Not Specified	<b>No Bid</b>
Price per 7 ft. Blade: 5/8" or 3/4" 8" width:	7'	8"	5/8"	Not Specified	<b>No Bid</b>
	7'	8"	3/4"	Not Specified	<b>\$79.63</b>
<b>Exceptions: NONE</b>					



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0666, **Version:** 1

**Item #:** BE5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Terri Graham, Development Environmental Director; Edward Fox, Deputy Development Environmental Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG20-13 - Provision of Cooked Meals for the Baldwin County Solid Waste Department

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Authorize the Purchasing Director to re-bid for the Provision of Cooked Meals for the Baldwin County Solid Waste Department; 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:**

12/17/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Cooked Meals for the Baldwin County Solid Waste Department; 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:** Bids were set to open in the Purchasing Conference Room on January 22, 2020 at 1:30 P.M., for the provision of cooked meals for the Baldwin County Solid Waste Department. No bids were received. Recommend the Commission authorize the Purchasing Director to re-bid for the provision of cooked meals for the Baldwin County Solid Waste Department.

### **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:** 02/04/2020

**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 #WG20-13A SPECIFICATIONS**

Baldwin County desires bids for the provision of cooked meals to be provided to inmates working for the Baldwin County Solid Waste Department or any other County Departments that are deemed necessary. All prices shall be firm for the period the bid award is in effect.

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

Bidders shall give a price per meal per day as indicated on the Bid Response Form. The price bid shall include all applicable charges, to include but not limited to handling, packaging, services charges, and any other billable charges not specifically listed.

### **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.

### **CONTRACT PERIOD:**

**The award shall be for twelve (12) calendar months. Prices shall be firm for the bid period effective the date of award. The bid will be for orders placed during the period the bid is in effect.**

**Purchase Orders will be issued monthly for the meals.**

### **LOCATIONS:**

**The following are locations of vendor establishments that will be considered:**

1. Within Foley, Alabama City Limits
2. Within Robertsedale, Alabama City Limits
3. Within Loxley, Alabama City Limits
4. Within Bay Minette, Alabama City Limits
5. Within Fairhope, Alabama City Limits

Vendors may bid multiple locations if vendor establishments are in locations being bid.

Meals will be picked up directly from Vender locations Monday through Friday except on County holidays. Vendor must be capable of preparing meals as ordered on a daily basis.

### **VENDOR INVOICING INSTRUCTIONS:**

**In order to ensure prompt payment, ALL ORIGINAL INVOICES MUST BE SENT TO:**

Baldwin County Solid Waste Department  
15140 County Road 49

Summerdale, AL 36580

**PRE-PAYMENT:**

No pre-payments of any kind will be made.

**TAX:**

Baldwin County is exempt from all tax. Provided however, bidder shall be responsible for payment of all sales, use, lease ad valorem and any other tax that may be levied or assessed by reason of this transaction.

**HOLD HARMLESS PROVISION**

The contractor shall at all times indemnify and save harmless the County and it's Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including, death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and it's departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

**GENERAL**

The Baldwin County Commission expressly reserves the right to reject any or all bids, or parts of bids, and to make the award or awards as the best interest of the County appears.

**Meals will consist of one (1) entrée that will be a meat or a prepared item such as lasagna, spaghetti, or casserole and two (2) sides, typically vegetables, and a piece of bread.**

**Meals will be contained in a sectioned covered plate typical of carry out meals.**

**BID #WG20-13A RESPONSE FORM**

Provision of Cooked Meals

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: \_\_\_\_\_

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 #WG20-13A RESPONSE FORM**

Provision of Cooked Meals

Page 2 of 2

**MEAL BID PRICES:**

<u>Location:</u>	<u>Price per Meal per day:</u>
1. Within Foley, Alabama City Limits	\$_____each per day
2. Within Robertsedale, Alabama City Limits	\$_____each per day
3. Within Loxley, Alabama City Limits	\$_____each per day
4. Within Bay Minette, Alabama City Limits	\$_____each per day
5. Within Fairhope, Alabama City Limits	\$_____each per day



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0667, **Version:** 1

**Item #:** BE6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

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

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

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### **ITEM TITLE**

Baldwin County Resurfacing Projects 2020: Group #2 - BCR-2020-2

### **STAFF RECOMMENDATION**

Award the bid for Baldwin County Resurfacing Projects 2020: Group #2 - BCR-2020-2 to the lowest bidder, **Ammons & Blackmon Construction, LLC, Bid Amount \$476,274.87 for Alternative 2 (lay down only) with Baldwin County providing the plant mix; Construction Time: 45 working days;** and authorize the Chairman to execute the Contract.

### **BACKGROUND INFORMATION**

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

09/20/2019 meeting: 1) Authorized the Purchasing Director to place a competitive bid for Fiscal Year 2020 Resurfacing Projects (Group 1, Group 2, Group 3 and Group 4) as the design plans are completed for each group; and 2) Authorized the Chairman to execute any project related documents.

**Background:** Bids were opened in the Purchasing Conference Room on January 14, 2020 at 2:00 p.m. Three (3) bids were received. The lowest bid was received from Ammons & Blackmon Construction, LLC, in the bid amount of \$476,274.87 for Alternate 2 (lay down only) with Baldwin County providing the plant mix. The County will use the annual asphalt bid to supply the mix. The cost of the County supplied plant mix will be approximately \$1,025,009.45. The estimated total cost of the project including labor will be \$1,501,284.32. The Baldwin County Engineer, Joey Nunnally, has reviewed the bid responses and has submitted the certified Bid Tabulation and a letter recommending that the bid be awarded to the lowest bidder on Alternate 2, Ammons & Blackmon Construction, LLC. Bid Tabulation attached.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Total estimated cost including asphalt \$1,501,284.32

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 02/04/2020

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

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

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



## BALDWIN COUNTY

### HIGHWAY DEPARTMENT

P.O. Box 220  
SILVERHILL, ALABAMA 36576  
TELEPHONE: (251) 937-0371  
FAX (251) 937-0201

*JOEY NUNNALLY, P.E.  
COUNTY ENGINEER*

January 16, 2020

Baldwin County Commission  
312 Courthouse Square  
Bay Minette, AL 36507

Re: Baldwin County Resurfacing Projects FY 2020: Group 2, BCR-2020-2  
BALDWIN COUNTY  
AREA 200

Dear Commissioners:

My office has thoroughly reviewed the bids taken on January 16, 2020, for the above referenced projects. Ammons & Blackmon Construction LLC was the low bidder under Alternative 2 (lay down only) with a bid of \$476,274.87. The County will use its annual bid to supply asphalt at a cost of approximately \$1,025,009.45. The total project cost is estimated to be around \$1,501,284.32. The estimated budget amount for FY20 Resurfacing Projects Group 2 was \$1,365.529.

The low bidder Ammons and Blackmon had (3) errors in their bid proposal. 1. A mathematical error on project no. 0217119 pay item 701-309. 2. Omitted the total price on project no. 0217319 pay item 405A-000, and 3. A mathematical error in their total bid calculation that resulted in a total bid reduction of -\$1,041.40 less than the bid amount they submitted. These errors did not change the outcome of the bid award.

Each bid package has been reviewed for the inclusion of the appropriate bid bond.

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

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

Sincerely,



Joey Nunnally, P.E.  
County Engineer

JN/js

ATTACHMENT  
cc:File

BID TAB SUMMARY - RESURFACING GROUP 2 (1/16/2020)				
Alternate 1 - Seventeen Roads - All Labor and Material	Indexed Asphalt Cost: N/A	John G. Walton TOTAL: \$ 1,591,907.00	Ammons & Blackmon TOTAL: No Bid	Mobile Asphalt Co. TOTAL: No Bid
Alternate 2 - Seventeen Roads - All Labor and Material Except County Shall Provide Plant Mix	\$ 1,025,009.45	Lay Down: No Bid TOTAL: N/A	Lay Down: \$ 476,274.87 TOTAL: \$ 1,501,284.32	Lay Down: \$ 538,113.22 TOTAL: \$ 1,563,122.67
Addendum 1 and 2		N/A	N/A	N/A
Bid Bond Included		Yes	Yes	Yes
Contract Included		Yes	Yes	Yes

Alternate 2 (Lay Down Only) \$ 1,501,284.32 Ammons And Blackmond. (actual low bid is \*\$476,274.87 for asphalt lay down)

ENGINEER'S CERTIFICATE:

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

Joey Nunnally, P.E. Date

\* The low bidder Ammons and Blackmon had (3) errors in their bid proposal. 1. A mathematical error on project no. 0217119 pay item 701-309. 2. Omitted the total price on project no. 0217319 pay item 405A-000, and 3. A mathematical error in their total bid calculation that resulted in a total bid reduction of -\$1,041.40 less than the bid amount they submitted. These errors did not change the outcome of the bid award.



Alternate 1 - Seventeen Roads - All Labor and Material						MOBILE ASPHALT		AMMONS & BLACKMON		John G. Walton	
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0215919	LIBERTY RD FROM NELSON DR TO EOM	405A-000	TACK COAT	GALLON	123					\$ 3.57	\$ 439.11
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 1,575.00	\$ 1,575.00
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1					\$ 1,175.00	\$ 1,175.00
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1					\$ 1,175.00	\$ 1,175.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1					\$ 850.00	\$ 850.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	32					\$ 5.00	\$ 160.00
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	32					\$ 3.00	\$ 96.00
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	213					\$ 94.13	\$ 20,049.69
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	40					\$ 41.00	\$ 1,640.00
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0216119	NELSON DR FROM SCENIC HWY 98 TO EOM	405A-000	TACK COAT	GALLON	284					\$ 3.57	\$ 1,013.88
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 2,770.00	\$ 2,770.00
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1					\$ 1,175.00	\$ 1,175.00
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1					\$ 1,175.00	\$ 1,175.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1					\$ 850.00	\$ 850.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	84					\$ 5.00	\$ 420.00
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	84					\$ 3.00	\$ 252.00
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	447					\$ 73.77	\$ 32,975.19
		BC-723P	BALDWIN COUNTY BITUMINOUS PLANT MIX, PATCHING - PER TON	TON	45					\$ 73.77	\$ 3,319.65
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	74					\$ 41.00	\$ 3,034.00
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0216219	HEARD RD FROM TWIN BLEACH RD TO NELSON DR	405A-000	TACK COAT	GALLON	303					\$ 3.57	\$ 1,081.71
		424B-648	SUPPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 1 1/2 MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	TON	87					\$ 81.15	\$ 7,060.05
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 700.11	\$ 700.11
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1					\$ 1,175.00	\$ 1,175.00
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1					\$ 1,175.00	\$ 1,175.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1					\$ 850.00	\$ 850.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	60					\$ 5.00	\$ 300.00
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	40					\$ 3.00	\$ 120.00
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	478					\$ 64.62	\$ 30,888.36
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	10					\$ 41.00	\$ 410.00
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0216719	OLD BATTLES RD FROM SECTION ST TO US HWY 98	405A-000	TACK COAT	GALLON	640					\$ 3.57	\$ 2,284.80
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ 2,178.00	\$ 2,178.00
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 3,890.00	\$ 3,890.00
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1					\$ 725.00	\$ 725.00
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1					\$ 850.00	\$ 850.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	80					\$ 5.00	\$ 400.00
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	80					\$ 3.00	\$ 240.00
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0217219	BATTLES RD FROM SCENIC HWY 98 TO SECTION ST	405A-000	TACK COAT	GALLON	991					\$ 3.57	\$ 3,517.87
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ 3,268.00	\$ 3,268.00
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 700.00	\$ 700.00
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	4					\$ 1,175.00	\$ 4,700.00
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1					\$ 725.00	\$ 725.00
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	4					\$ 1,175.00	\$ 4,700.00
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1					\$ 850.00	\$ 850.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	4					\$ 850.00	\$ 3,400.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	114					\$ 5.00	\$ 570.00
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	114					\$ 3.00	\$ 342.00
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0217419	TWIN BEECH RD S FROM TWIN BEECH RD TO BATTLES RD	405A-000	TACK COAT	GALLON	810					\$ 3.57	\$ 2,891.70
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ 2,723.00	\$ 2,723.00
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 870.00	\$ 870.00
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	48					\$ 5.00	\$ 240.00
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	48					\$ 3.00	\$ 144.00
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1403					\$ 64.62	\$ 90,661.86
		7400-000	PILOT CAR	EACH	1					\$ -	\$ -
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0217419	TWIN BEECH RD S FROM TWIN BEECH RD TO BATTLES RD	405A-000	TACK COAT	GALLON	810					\$ 3.57	\$ 2,891.70
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ 2,723.00	\$ 2,723.00
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 870.00	\$ 870.00
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	48					\$ 5.00	\$ 240.00
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	48					\$ 3.00	\$ 144.00
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1403					\$ 64.62	\$ 90,661.86
		7400-000	PILOT CAR	EACH	1					\$ -	\$ -
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0217419	TWIN BEECH RD S FROM TWIN BEECH RD TO BATTLES RD	405A-000	TACK COAT	GALLON	810					\$ 3.57	\$ 2,891.70
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ 2,723.00	\$ 2,723.00
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 870.00	\$ 870.00
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	48					\$ 5.00	\$ 240.00
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	48					\$ 3.00	\$ 144.00
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1403					\$ 64.62	\$ 90,661.86
		7400-000	PILOT CAR	EACH	1					\$ -	\$ -
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0217419	TWIN BEECH RD S FROM TWIN BEECH RD TO BATTLES RD	405A-000	TACK COAT	GALLON	810					\$ 3.57	\$ 2,891.70
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ 2,723.00	\$ 2,723.00
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 870.00	\$ 870.00
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	48					\$ 5.00	\$ 240.00
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	48					\$ 3.00	\$ 144.00
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1403					\$ 64.62	\$ 90,661.86
		7400-000	PILOT CAR	EACH	1					\$ -	\$ -
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0217419	TWIN BEECH RD S FROM TWIN BEECH RD TO BATTLES RD	405A-000	TACK COAT	GALLON	810					\$ 3.57	\$ 2,891.70
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ 2,723.00	\$ 2,723.00
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 870.00	\$ 870.00
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	48					\$ 5.00	\$ 240.00
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	48					\$ 3.00	\$ 144.00
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1403					\$ 64.62	\$ 90,661.86
		7400-000	PILOT CAR	EACH	1					\$ -	\$ -
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0217419	TWIN BEECH RD S FROM TWIN BEECH RD TO BATTLES RD	405A-000	TACK COAT	GALLON	810					\$ 3.57	\$ 2,891.70
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ 2,723.00	\$ 2,723.00
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 870.00	\$ 870.00
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	48					\$ 5.00	\$ 240.00
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	48					\$ 3.00	\$ 144.00
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1403					\$ 64.62	\$ 90,661.86
		7400-000	PILOT CAR	EACH	1					\$ -	\$ -
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0217419	TWIN BEECH RD S FROM TWIN BEECH RD TO BATTLES RD	405A-000	TACK COAT	GALLON	810					\$ 3.57	\$ 2,891.70
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ 2,723.00	\$ 2,723.00
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 870.00	\$ 870.00
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	48					\$ 5.00	\$ 240.00
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	48					\$ 3.00	\$ 144.00
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON								

PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE		
0222019	TWIN BEECH RD S TO SECTION 51	405A-000	TACK COAT	GALLON	810					\$ 3.57	\$ 2,891.70		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ 2,723.00	\$ 2,723.00		
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 870.00	\$ 870.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	48					\$ 5.00	\$ 240.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	48					\$ 3.00	\$ 144.00		
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1403					\$ 64.62	\$ 90,661.86		
		7400-000	PILOT CAR	EACH	1					\$ -	\$ -		
BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	8					\$ 41.00	\$ 328.00				
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE		
0216319	VAUGHN RD FROM EOM TO ST HWY 59 WEST	405A-000	TACK COAT	GALLON	299					\$ 3.57	\$ 1,067.43		
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 1,575.00	\$ 1,575.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	36					\$ 5.00	\$ 180.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	36					\$ 3.00	\$ 108.00		
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	518					\$ 71.50	\$ 37,037.00		
						BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	46			\$ 41.00	\$ 1,886.00
		PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
405A-000	TACK COAT			GALLON	622					\$ 3.57	\$ 2,220.54		
410H-000	MATERIAL REMIXING DEVICE			EACH	1					\$ 2,723.00	\$ 2,723.00		
600A-000	MOBILIZATION			LUMP SUM	1					\$ 1,575.00	\$ 1,575.00		
701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)			MILE	2					\$ 1,175.00	\$ 2,350.00		
701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)			MILE	1					\$ 725.00	\$ 725.00		
701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)			MILE	2					\$ 1,175.00	\$ 2,350.00		
701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW			MILE	1					\$ 850.00	\$ 850.00		
701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW			MILE	2					\$ 850.00	\$ 1,700.00		
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A			SQUARE FEET	48					\$ 5.00	\$ 240.00		
703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	48					\$ 3.00	\$ 144.00				
BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1078					\$ 66.47	\$ 71,654.66				
7400-000	PILOT CAR	EACH	1					\$ -	\$ -				
BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	46					\$ 41.00	\$ 1,886.00				
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE		
0216519	WHITE RD FROM CR 9 TO BOHEMIAN HALL RD	405A-000	TACK COAT	GALLON	314					\$ 3.57	\$ 1,120.98		
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 700.00	\$ 700.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1					\$ 1,175.00	\$ 1,175.00		
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1					\$ 725.00	\$ 725.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1					\$ 1,175.00	\$ 1,175.00		
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1					\$ 850.00	\$ 850.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1					\$ 850.00	\$ 850.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	44					\$ 5.00	\$ 220.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	44					\$ 3.00	\$ 132.00		
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	544					\$ 66.47	\$ 36,159.68		
BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	25					\$ 41.00	\$ 1,025.00				
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE		
0216919	BOHEMIAN HALL RD FROM WHITE RD/CR 48 TO SOUTH BLVD	405A-000	TACK COAT	GALLON	908					\$ 3.57	\$ 3,241.56		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ 3,630.00	\$ 3,630.00		
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 2,800.00	\$ 2,800.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00		
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 725.00	\$ 1,450.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00		
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	36					\$ 5.00	\$ 180.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	36					\$ 3.00	\$ 108.00		
BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1535					\$ 66.47	\$ 102,031.45				
BC-723P	BALDWIN COUNTY BITUMINOUS PLANT MIX, PATCHING - PER TON	TON	39					\$ 66.47	\$ 2,592.33				
7400-000	PILOT CAR	EACH	1					\$ -	\$ -				
BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	15					\$ 41.00	\$ 615.00				
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE		
0216019	KEENEY DR FROM EOM TO FERRY RD	405A-000	TACK COAT	GALLON	370					\$ 3.57	\$ 1,320.90		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ -	\$ -		
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 7,200.00	\$ 7,200.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00		
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	494					\$ 73.10	\$ 36,111.40		
		BC-723L	BALDWIN COUNTY BITUMINOUS PLANT MIX, LEVELING - PER TON	TON	26					\$ 81.89	\$ 2,129.14		
		BC-723P	BALDWIN COUNTY BITUMINOUS PLANT MIX, PATCHING - PER TON	TON	121					\$ 73.10	\$ 8,845.10		
		7400-000	PILOT CAR	EACH	1					\$ -	\$ -		
BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	186					\$ 41.00	\$ 7,626.00				



PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE		
0216619	FERRY RD FROM KEENEY DR TO CR 32	405A-000	TACK COAT	GALLON	663					\$ 3.57	\$ 2,366.91		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ -	\$ -		
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 5,000.00	\$ 5,000.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	20					\$ 5.00	\$ 100.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	20					\$ 3.00	\$ 60.00		
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	905					\$ 73.10	\$ 66,155.50		
		BC-723L	BALDWIN COUNTY BITUMINOUS PLANT MIX, LEVELING - PER TON	TON	154					\$ 81.89	\$ 12,611.06		
		BC-723P	BALDWIN COUNTY BITUMINOUS PLANT MIX, PATCHING - PER TON	TON	90					\$ 73.10	\$ 6,579.00		
		7400-000	PILOT CAR	EACH	1					\$ -	\$ -		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	110					\$ 41.00	\$ 4,510.00		
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE		
0216819	MCPHILLIPS RD FROM ST HWY 104 TO LEATHERBURY RD	405A-000	TACK COAT	GALLON	493					\$ 3.57	\$ 1,760.01		
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 6,000.00	\$ 6,000.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2					\$ 1,175.00	\$ 2,350.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2					\$ 850.00	\$ 1,700.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	28					\$ 5.00	\$ 140.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	28					\$ 3.00	\$ 84.00		
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	749					\$ 67.08	\$ 50,242.92		
		BC-723L	BALDWIN COUNTY BITUMINOUS PLANT MIX, LEVELING - PER TON	TON	21					\$ 81.89	\$ 1,719.69		
		BC-723P	BALDWIN COUNTY BITUMINOUS PLANT MIX, PATCHING - PER TON	TON	85					\$ 67.08	\$ 5,701.80		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	13					\$ 41.00	\$ 533.00		
		PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
		0217019	THOMPSON RD FROM CR 55 TO ST HWY 59	405A-000	TACK COAT	GALLON	1063					\$ 3.57	\$ 3,794.91
410H-000	MATERIAL REMIXING DEVICE			EACH	1					\$ 3,994.00	\$ 3,994.00		
424B-648	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 1 1/2 MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B			TON	279					\$ 72.45	\$ 20,213.55		
600A-000	MOBILIZATION			LUMP SUM	1					\$ 1,575.00	\$ 1,575.00		
701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)			MILE	3					\$ 1,175.00	\$ 3,525.00		
701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)			MILE	1					\$ 725.00	\$ 725.00		
701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)			MILE	3					\$ 1,175.00	\$ 3,525.00		
701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW			MILE	1					\$ 850.00	\$ 850.00		
701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW			MILE	3					\$ 850.00	\$ 2,550.00		
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A			SQUARE FEET	80					\$ 5.00	\$ 400.00		
703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS			SQUARE FEET	80					\$ 3.00	\$ 240.00		
BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON			TON	1688					\$ 66.47	\$ 112,201.36		
7400-000	PILOT CAR			EACH	1					\$ -	\$ -		
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE		
0217119	EAST BLVD FROM ST HWY 104 TO EDM	405A-000	TACK COAT	GALLON	1033					\$ 3.57	\$ 3,687.81		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ 3,630.00	\$ 3,630.00		
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 650.00	\$ 650.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3					\$ 1,175.00	\$ 3,525.00		
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1					\$ 725.00	\$ 725.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3					\$ 1,175.00	\$ 3,525.00		
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1					\$ 850.00	\$ 850.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	3					\$ 850.00	\$ 2,550.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	60					\$ 5.00	\$ 300.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	60					\$ 3.00	\$ 180.00		
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1789					\$ 65.49	\$ 117,161.61		
		7400-000	PILOT CAR	EACH	1					\$ -	\$ -		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	38					\$ 41.00	\$ 1,558.00		
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE		
0217319	COUNTY RD 54 E FROM CR 54 TO CR 64	405A-000	TACK COAT	GALLON	1401					\$ 3.57	\$ 5,001.57		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1					\$ 5,446.00	\$ 5,446.00		
		424B-648	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 1 1/2 MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	TON	368					\$ 72.45	\$ 26,661.60		
		600A-000	MOBILIZATION	LUMP SUM	1					\$ 1,075.00	\$ 1,075.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	4					\$ 1,175.00	\$ 4,700.00		
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1					\$ 725.00	\$ 725.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	4					\$ 1,175.00	\$ 4,700.00		
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1					\$ 850.00	\$ 850.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	4					\$ 850.00	\$ 3,400.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	52					\$ 5.00	\$ 260.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	52					\$ 3.00	\$ 156.00		
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	2225					\$ 65.53	\$ 145,804.25		
		7400-000	PILOT CAR	EACH	1					\$ -	\$ -		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	42					\$ 41.00	\$ 1,722.00		
Total Bid							No Bid		No Bid		\$ 1,591,907.00		

Alternate 2 - Seventeen Roads - All Labor and Material except County provided asphalt as noted by *						MOBILE ASPHALT		AMMONS & BLACKMON		John G. Walton	
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0215919	LIBERTY RD FROM NELSON DR TO EOM	405A-000	TACK COAT	GALLON	123	\$ 4.00	\$ 492.00	\$ 4.25	\$ 522.75		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 700.00	\$ 700.00	\$ 815.00	\$ 815.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 1,260.00	\$ 1,260.00	\$ 1,175.00	\$ 1,175.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 1,260.00	\$ 1,260.00	\$ 1,175.00	\$ 1,175.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	\$ 910.00	\$ 910.00	\$ 850.00	\$ 850.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	32	\$ 5.50	\$ 176.00	\$ 5.00	\$ 160.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	32	\$ 3.50	\$ 112.00	\$ 3.00	\$ 96.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	213	\$ 17.50	\$ 3,727.50	\$ 20.00	\$ 4,260.00		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	40	\$ 15.00	\$ 600.00	\$ 120.00	\$ 4,800.00		
0216119	NELSON DR FROM SCENIC HWY 98 TO EOM	405A-000	TACK COAT	GALLON	284	\$ 4.00	\$ 1,136.00	\$ 4.25	\$ 1,207.00		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 700.00	\$ 700.00	\$ 1,340.00	\$ 1,340.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 1,260.00	\$ 1,260.00	\$ 1,175.00	\$ 1,175.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 1,260.00	\$ 1,260.00	\$ 1,175.00	\$ 1,175.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	\$ 910.00	\$ 910.00	\$ 850.00	\$ 850.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	84	\$ 5.50	\$ 462.00	\$ 5.00	\$ 420.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	84	\$ 3.50	\$ 294.00	\$ 3.00	\$ 252.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	447	\$ 17.50	\$ 7,822.50	\$ 20.00	\$ 8,940.00		
		BC-723P*	BALDWIN COUNTY BITUMINOUS PLANT MIX, PATCHING - PER TON	TON	45	\$ 95.00	\$ 4,275.00	\$ 10.00	\$ 850.00		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	74	\$ 15.00	\$ 1,110.00	\$ 120.00	\$ 8,880.00		
0216219	HEARD RD FROM TWIN BEECH RD TO NELSON DR	405A-000	TACK COAT	GALLON	303	\$ 4.00	\$ 1,212.00	\$ 4.25	\$ 1,287.75		
		424B-648*	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 1 1/2 MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	TON	87	\$ 45.00	\$ 3,915.00	\$ 80.00	\$ 6,960.00		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 1,400.00	\$ 1,400.00	\$ 1,337.00	\$ 1,337.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 1,260.00	\$ 1,260.00	\$ 1,175.00	\$ 1,175.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 1,260.00	\$ 1,260.00	\$ 1,175.00	\$ 1,175.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	\$ 910.00	\$ 910.00	\$ 850.00	\$ 850.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	60	\$ 5.50	\$ 330.00	\$ 5.00	\$ 300.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	40	\$ 3.50	\$ 140.00	\$ 3.00	\$ 120.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	478	\$ 17.50	\$ 8,365.00	\$ 15.00	\$ 7,170.00		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	10	\$ 15.00	\$ 150.00	\$ 120.00	\$ 1,200.00		
0216719	OLD BATTLES RD FROM SECTION ST TO US HWY 98	405A-000	TACK COAT	GALLON	640	\$ 4.00	\$ 2,560.00	\$ 4.25	\$ 2,720.00		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 1,800.00	\$ 1,800.00	\$ 1,880.00	\$ 1,880.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 800.00	\$ 800.00	\$ 725.00	\$ 725.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	\$ 910.00	\$ 910.00	\$ 850.00	\$ 850.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	\$ 910.00	\$ 1,820.00	\$ 850.00	\$ 1,700.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	80	\$ 5.50	\$ 440.00	\$ 5.00	\$ 400.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	80	\$ 3.50	\$ 280.00	\$ 3.00	\$ 240.00		
0217219	BATTLES RD FROM SCENIC HWY 98 TO SECTION ST	BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1051	\$ 14.00	\$ 14,714.00	\$ 10.00	\$ 10,510.00		
		BC-723P*	BALDWIN COUNTY BITUMINOUS PLANT MIX, PATCHING - PER TON	TON	58	\$ 95.00	\$ 5,510.00	\$ 10.00	\$ 580.00		
		7400-000	PILOT CAR	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	10	\$ 15.00	\$ 150.00	\$ 120.00	\$ 1,200.00		
		405A-000	TACK COAT	GALLON	991	\$ 4.00	\$ 3,964.00	\$ 4.25	\$ 4,211.75		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 3,000.00	\$ 3,000.00	\$ 2,085.00	\$ 2,085.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	4	\$ 1,260.00	\$ 5,040.00	\$ 1,175.00	\$ 4,700.00		
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 800.00	\$ 800.00	\$ 725.00	\$ 725.00		
0217419	TWIN BEECH RD S FROM TWIN BEECH RD TO BATTLES RD	701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	4	\$ 1,260.00	\$ 5,040.00	\$ 1,175.00	\$ 4,700.00		
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	\$ 910.00	\$ 910.00	\$ 850.00	\$ 850.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	4	\$ 910.00	\$ 3,640.00	\$ 850.00	\$ 3,400.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	114	\$ 5.50	\$ 627.00	\$ 5.00	\$ 570.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	114	\$ 3.50	\$ 399.00	\$ 3.00	\$ 342.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1718	\$ 14.00	\$ 24,052.00	\$ 8.00	\$ 13,744.00		
		7400-000	PILOT CAR	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	15	\$ 15.00	\$ 225.00	\$ 120.00	\$ 1,800.00		
		405A-000	TACK COAT	GALLON	810	\$ 4.00	\$ 3,240.00	\$ 4.25	\$ 3,442.50		
0217419	TWIN BEECH RD S FROM TWIN BEECH RD TO BATTLES RD	410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 1,678.00	\$ 1,678.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	\$ 910.00	\$ 1,820.00	\$ 850.00	\$ 1,700.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	48	\$ 5.50	\$ 264.00	\$ 5.00	\$ 240.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	48	\$ 3.50	\$ 168.00	\$ 3.00	\$ 144.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1403	\$ 14.00	\$ 19,642.00	\$ 8.00	\$ 11,224.00		
		7400-000	PILOT CAR	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	6	\$ 15.00	\$ 90.00	\$ 120.00	\$ 720.00		



PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0222019	TWIN BEECH RD FROM TWIN BEECH RD S TO SECTION 51	405A-000	TACK COAT	GALLON	810	\$ 4.00	\$ 3,240.00	\$ 4.25	\$ 3,442.50		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 1,700.00	\$ 1,700.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701C-001	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	\$ 910.00	\$ 1,820.00	\$ 850.00	\$ 1,700.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	48	\$ 5.50	\$ 264.00	\$ 5.00	\$ 240.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	48	\$ 3.50	\$ 168.00	\$ 3.00	\$ 144.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1403	\$ 14.00	\$ 19,642.00	\$ 8.00	\$ 11,224.00		
		7400-000	PILOT CAR	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	8	\$ 15.00	\$ 120.00	\$ 120.00	\$ 950.00		
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0216319	VAUGHN RD FROM EOM TO ST HWY 59 WEST	405A-000	TACK COAT	GALLON	299	\$ 4.00	\$ 1,196.00	\$ 4.25	\$ 1,270.75		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 700.00	\$ 700.00	\$ 1,576.00	\$ 1,576.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	\$ 910.00	\$ 1,820.00	\$ 850.00	\$ 1,700.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	36	\$ 5.50	\$ 198.00	\$ 5.00	\$ 180.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	36	\$ 3.50	\$ 126.00	\$ 3.00	\$ 108.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	518	\$ 18.00	\$ 9,324.00	\$ 13.10	\$ 6,785.80		
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0216419	SOUTH BLVD FROM BOHEMIAN HALL RD TO CR 49	405A-000	TACK COAT	GALLON	622	\$ 4.00	\$ 2,488.00	\$ 4.25	\$ 2,643.50		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 1,700.00	\$ 1,700.00	\$ 1,873.00	\$ 1,873.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 800.00	\$ 800.00	\$ 725.00	\$ 725.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	\$ 910.00	\$ 910.00	\$ 850.00	\$ 850.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	\$ 910.00	\$ 1,820.00	\$ 850.00	\$ 1,700.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	48	\$ 5.50	\$ 264.00	\$ 5.00	\$ 240.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	48	\$ 3.50	\$ 168.00	\$ 3.00	\$ 144.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1078	\$ 10.00	\$ 10,780.00	\$ 8.00	\$ 8,624.00		
		7400-000	PILOT CAR	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	46	\$ 15.00	\$ 690.00	\$ 120.00	\$ 5,520.00		
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0216519	WHITE RD FROM CR 9 TO BOHEMIAN HALL RD	405A-000	TACK COAT	GALLON	314	\$ 4.00	\$ 1,256.00	\$ 4.25	\$ 1,334.50		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 1,400.00	\$ 1,400.00	\$ 1,438.00	\$ 1,438.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 1,260.00	\$ 1,260.00	\$ 1,175.00	\$ 1,175.00		
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 800.00	\$ 800.00	\$ 725.00	\$ 725.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 1,260.00	\$ 1,260.00	\$ 1,175.00	\$ 1,175.00		
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	\$ 910.00	\$ 910.00	\$ 850.00	\$ 850.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	\$ 910.00	\$ 910.00	\$ 850.00	\$ 850.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	44	\$ 5.50	\$ 242.00	\$ 5.00	\$ 220.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	44	\$ 3.50	\$ 154.00	\$ 3.00	\$ 132.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	544	\$ 10.00	\$ 5,440.00	\$ 12.50	\$ 6,800.00		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	25	\$ 15.00	\$ 375.00	\$ 120.00	\$ 3,000.00		
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0216919	BOHEMIAN HALL RD FROM WHITE RD/CR 48 TO SOUTH BLVD	405A-000	TACK COAT	GALLON	908	\$ 4.00	\$ 3,632.00	\$ 4.25	\$ 3,859.00		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 2,800.00	\$ 2,800.00	\$ 2,084.00	\$ 2,084.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 800.00	\$ 1,600.00	\$ 725.00	\$ 1,450.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	\$ 910.00	\$ 1,820.00	\$ 850.00	\$ 1,700.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	\$ 910.00	\$ 1,820.00	\$ 850.00	\$ 1,700.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	36	\$ 5.50	\$ 198.00	\$ 5.00	\$ 180.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	36	\$ 3.50	\$ 126.00	\$ 3.00	\$ 108.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1535	\$ 10.00	\$ 15,350.00	\$ 9.30	\$ 14,275.50		
		BC-723P*	BALDWIN COUNTY BITUMINOUS PLANT MIX, PATCHING - PER TON	TON	39	\$ 95.00	\$ 3,705.00	\$ 10.00	\$ 390.00		
		7400-000	PILOT CAR	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	15	\$ 15.00	\$ 225.00	\$ 120.00	\$ 1,800.00		
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0216019	KEENEY DR FROM EOM TO FERRY RD	405A-000	TACK COAT	GALLON	370	\$ 4.00	\$ 1,480.00	\$ 4.25	\$ 1,572.50		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 1,400.00	\$ 1,400.00	\$ 1,680.00	\$ 1,680.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	\$ 910.00	\$ 1,820.00	\$ 850.00	\$ 1,700.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	494	\$ 16.00	\$ 7,904.00	\$ 21.00	\$ 10,374.00		
		BC-723L*	BALDWIN COUNTY BITUMINOUS PLANT MIX, LEVELING - PER TON	TON	26	\$ 40.00	\$ 1,040.00	\$ 10.00	\$ 260.00		
		BC-723P*	BALDWIN COUNTY BITUMINOUS PLANT MIX, PATCHING - PER TON	TON	121	\$ 95.00	\$ 11,495.00	\$ 10.00	\$ 1,210.00		
		7400-000	PILOT CAR	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	186	\$ 15.00	\$ 2,790.00	\$ 30.00	\$ 5,580.00		



PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0216619	FERRY RD FROM KEENEY DR TO CR 32	405A-000	TACK COAT	GALLON	663	\$ 4.00	\$ 2,652.00	\$ 4.25	\$ 2,817.75		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 1,800.00	\$ 1,800.00	\$ 1,742.00	\$ 1,742.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	\$ 910.00	\$ 1,820.00	\$ 850.00	\$ 1,700.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	20	\$ 5.50	\$ 110.00	\$ 5.00	\$ 100.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	20	\$ 3.50	\$ 70.00	\$ 3.00	\$ 60.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	905	\$ 16.00	\$ 14,480.00	\$ 13.05	\$ 11,810.25		
		BC-723L*	BALDWIN COUNTY BITUMINOUS PLANT MIX, LEVELING - PER TON	TON	154	\$ 40.00	\$ 6,160.00	\$ 10.00	\$ 1,540.00		
		BC-723P*	BALDWIN COUNTY BITUMINOUS PLANT MIX, PATCHING - PER TON	TON	90	\$ 95.00	\$ 8,550.00	\$ 10.00	\$ 900.00		
		740D-000	PILOT CAR	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	110	\$ 15.00	\$ 1,650.00	\$ 50.00	\$ 5,500.00		
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0216819	MCPHILLIPS RD FROM ST HWY 104 TO LEATHERBURY RD	405A-000	TACK COAT	GALLON	493	\$ 4.00	\$ 1,972.00	\$ 4.25	\$ 2,095.25		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 1,400.00	\$ 1,400.00	\$ 1,676.00	\$ 1,676.00		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 1,400.00	\$ 1,400.00	\$ 1,676.00	\$ 1,676.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 1,260.00	\$ 2,520.00	\$ 1,175.00	\$ 2,350.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	\$ 910.00	\$ 1,820.00	\$ 850.00	\$ 1,700.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	28	\$ 5.50	\$ 154.00	\$ 5.00	\$ 140.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	28	\$ 3.50	\$ 98.00	\$ 3.00	\$ 84.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	749	\$ 12.00	\$ 8,988.00	\$ 16.15	\$ 12,096.35		
		BC-723L*	BALDWIN COUNTY BITUMINOUS PLANT MIX, LEVELING - PER TON	TON	21	\$ 40.00	\$ 840.00	\$ 10.00	\$ 210.00		
		BC-723P*	BALDWIN COUNTY BITUMINOUS PLANT MIX, PATCHING - PER TON	TON	85	\$ 95.00	\$ 8,075.00	\$ 10.00	\$ 850.00		
		740D-000	PILOT CAR	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	13	\$ 15.00	\$ 195.00	\$ 120.00	\$ 1,560.00		
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0217019	THOMPSON RD FROM CR 55 TO ST HWY 59	405A-000	TACK COAT	GALLON	1063	\$ 4.00	\$ 4,252.00	\$ 4.25	\$ 4,517.75		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		424B-648*	SUPPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 1 1/2 MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	TON	279	\$ 25.00	\$ 6,975.00	\$ 25.00	\$ 6,975.00		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 3,500.00	\$ 3,500.00	\$ 2,364.00	\$ 2,364.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3	\$ 1,260.00	\$ 3,780.00	\$ 1,175.00	\$ 3,525.00		
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 800.00	\$ 800.00	\$ 725.00	\$ 725.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3	\$ 1,260.00	\$ 3,780.00	\$ 1,175.00	\$ 3,525.00		
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	\$ 910.00	\$ 910.00	\$ 850.00	\$ 850.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	3	\$ 910.00	\$ 2,730.00	\$ 850.00	\$ 2,550.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	80	\$ 5.50	\$ 440.00	\$ 5.00	\$ 400.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	80	\$ 3.50	\$ 280.00	\$ 3.00	\$ 240.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1688	\$ 12.00	\$ 20,256.00	\$ 8.00	\$ 13,504.00		
		740D-000	PILOT CAR	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0217119	EAST BLVD FROM ST HWY 104 TO EOM	405A-000	TACK COAT	GALLON	1033	\$ 4.00	\$ 4,132.00	\$ 4.25	\$ 4,390.25		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 3,000.00	\$ 3,000.00	\$ 2,324.00	\$ 2,324.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3	\$ 1,260.00	\$ 3,780.00	\$ 1,175.00	\$ 3,525.00		
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 800.00	\$ 800.00	\$ 725.00	\$ 725.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3	\$ 1,260.00	\$ 3,780.00	\$ 1,175.00	\$ 3,525.00		
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	\$ 910.00	\$ 910.00	\$ 850.00	\$ 850.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	3	\$ 910.00	\$ 2,730.00	\$ 850.00	\$ 2,550.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	60	\$ 5.50	\$ 330.00	\$ 5.00	\$ 300.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	60	\$ 3.50	\$ 210.00	\$ 3.00	\$ 180.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1789	\$ 12.00	\$ 21,468.00	\$ 8.00	\$ 14,312.00		
		740D-000	PILOT CAR	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	38	\$ 15.00	\$ 570.00	\$ 120.00	\$ 4,560.00		
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
0217319	COUNTY RD 54 E FROM CR 54 TO CR 64	405A-000	TACK COAT	GALLON	1401	\$ 4.00	\$ 5,604.00	\$ 4.25	\$ 5,954.25		
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		424B-648*	SUPPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 1 1/2 MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B	TON	368	\$ 20.00	\$ 7,360.00	\$ 18.50	\$ 6,808.00		
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,827.00	\$ 2,827.00		
		701A-301	SOLID WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	4	\$ 1,260.00	\$ 5,040.00	\$ 1,175.00	\$ 4,700.00		
		701A-304	BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 800.00	\$ 800.00	\$ 725.00	\$ 725.00		
		701A-309	SOLID YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	4	\$ 1,260.00	\$ 5,040.00	\$ 1,175.00	\$ 4,700.00		
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	\$ 910.00	\$ 910.00	\$ 850.00	\$ 850.00		
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	4	\$ 910.00	\$ 3,640.00	\$ 850.00	\$ 3,400.00		
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	52	\$ 5.50	\$ 286.00	\$ 5.00	\$ 260.00		
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	52	\$ 3.50	\$ 182.00	\$ 3.00	\$ 156.00		
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	2225	\$ 10.00	\$ 22,250.00	\$ 8.00	\$ 17,800.00		
		740D-000	PILOT CAR	EACH	1	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01		
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	42	\$ 15.00	\$ 630.00	\$ 110.00	\$ 4,620.00		
Total Bid							\$ 538,113.22		\$ 476,274.87		No Bid

## ITEM IX

### CONTRACT FOR CONSTRUCTION SERVICES

State of Alabama        )

County of Baldwin     )

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

#### WITNESSETH:

**Whereas**, the Baldwin County Commission at its January 21, 2020 meeting awarded the bid for the resurfacing of several Baldwin County road projects hereinafter referred to as **BALDWIN COUNTY RESURFACING PROJECTS 2020: Group # 2/BCR-2020-2** to

Ammons & Blackmon Construction LLC in the amount of Four Hundred Seventy-Six Thousand, Two Hundred Seventy-Four Dollars and Eighty-Seven Cents (\$ 476,274.87) with a completion time of **FORTY-FIVE (45) WORKING DAYS**;

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

- I. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out. Time is of the essence for all provisions of this Contract.
- II. 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.
- III. 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.
- IV. 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.
- V. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without

interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

- VI. Legal Compliance. The PROVIDER shall at all times comply with all applicable federal, state, local and municipal laws and regulations.
- VII. 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.
- VIII. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- IX. 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.
- X. 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 agreement may be amended only by written instrument signed by all parties.
- XI. 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.
- XII. 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.
- XIII. Ownership of Documents/Work. The COUNTY shall be the owner of all



copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

- XIV. 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: Ammons & Blackmon Construction LLC  
P.O. Box 7486  
Spanish Fort, AL 36577

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

- XV. 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 being expressly incorporated herein by reference, and without limitation will encompass:

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

**FOR CONSTRUCTION OF BALDWIN COUNTY RESURFACING PROJECTS  
2020: Group # 2/BCR-2020-2;**

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

#### ATTACHMENTS:

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

- **Construction Plans for BALDWIN COUNTY RESURFACING PROJECTS 2020: Group # 2/BCR-2020-2**
- **Scope of Work**
- **Baldwin County Asphalt Specification # WG19-53**

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

#### XVI. General Responsibilities of the COUNTY.

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

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

#### XVII. Termination of Services. The COUNTY may terminate this Contract, with or without cause or reason, by giving fifteen (15) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

#### XVIII. 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.

#### XIX. Direct Expenses. Compensation to PROVIDER for work shall be paid on contract unit prices for work completed by Provider upon approval of the County Engineer. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

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

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

- XXI. Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The Contractor shall have **FORTY-FIVE (45) WORKING DAYS** after the notification to proceed to complete the work. The contract shall terminate upon either the expiration of no more than **FORTY-FIVE (45) WORKING DAYS** after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen (15) day period, unless extended by the County. [Nothing herein stated shall prohibit the County from otherwise terminating this Contract according to the provisions herein.]
- XXII. 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.
- XXIII. Indemnification. Provider shall indemnify, defend and hold the County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive

the expiration or termination of this Contract.

- XXIV. Number of Originals. This Contract shall be executed with three (3) originals, all of which are equally valid as an original.

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

- XXVI. Insurance. The Provider shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof: Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. (Note: The Provider shall be required to provide the insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

- XXVII. Surety. As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

A. Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the term of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

B. Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

C. Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract or as set forth in the Project Bid Requirements. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

D. Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent, and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

#### XXVIII. Liquidated Damages

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

#### XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

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

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

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final



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

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

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

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

COUNTY  
BALDWIN COUNTY COMMISSION

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
Chairman /Date

\_\_\_\_\_/\_\_\_\_\_  
County Administrator /Date

PROVIDER:

\_\_\_\_\_/\_\_\_\_\_:\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

***NOTARY PAGE TO FOLLOW:***

State of Alabama)  
County of Baldwin)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, as **Chairman** of the **Baldwin County Commission**, and \_\_\_\_\_, as **County Administrator** of the Baldwin County Commission, whose names are signed to the foregoing in that capacity, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date for and as an act of the Baldwin County Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires: \_\_\_\_\_

State of Alabama)  
County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, 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/she 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 \_\_\_\_\_, 20\_\_.

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

My Commission Expires: \_\_\_\_\_

State of Alabama,) ss

County of Mobile)

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

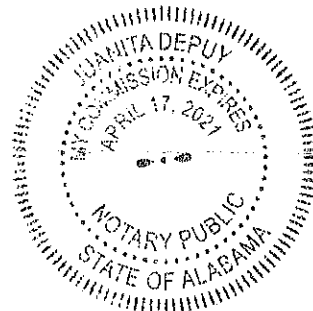
Press Register 12/13, 12/20, 12/27/2019

*Catherine Copas*

Principal Clerk of the Publisher

Sworn to and subscribed before me this 27th day of December 2019

*Juanita Depuy*  
Notary Public



**ADVERTISEMENT FOR BIDS**

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama 36507, until 2:00 PM on January 14, 2020, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

**BALDWIN COUNTY RESURFACING PROJECTS 2020: Group # 2/BCR-2020-2**

The estimated total tonnage of bituminous plant mix for Group 2 is 18,207 tons. Details concerning these roads and a map of their locations are included within the Contract Documents. The construction start date will be on or about March 1, 2020. If the Contractor wishes to begin work early, approval from Baldwin County must be obtained first. FORTY-FIVE (45) WORKING DAYS are allowed for the construction of the project.

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

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

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

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

Specifications are on file and may be obtained in the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Plans and specifications may be obtained by contacting Zachary Bodle at zachary.bodle@baldwin-county.al.gov or 251-972-8556. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on January 7, 2020, at 2:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

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

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama. COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA  
Billie Jo Underwood  
Chairman, Baldwin County Commission  
PRESS REGISTER  
December 13, 20, 27, 2019

53100.5253

*Wanda Gauntney*

State of Alabama,) ss

County of Jefferson)

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

The Birmingham News 12/13, 12/20, 12/27/2019

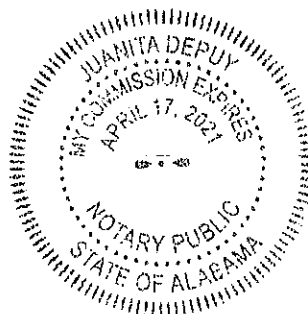
*Catherine Copas*

Principal Clerk of the Publisher

Sworn to and subscribed before me this 27th day of December 2019

*Juanita Depuy*

Notary Public



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**COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA**

Billie Jo Underwood  
Chairman, Baldwin County Commission

Bham News: December 13, 20, 27, 2019

*Wade Gantrey*  
53100.5253

choose to know  
**Montgomery Advertiser**  
montgomeryadvertiser.com

Daily-Montgomery, Montgomery County, AL

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

E-Verify#: DHS72179

**PROOF OF PUBLICATION**

State of Alabama

County of Montgomery:

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

Ad Number: 0003935366

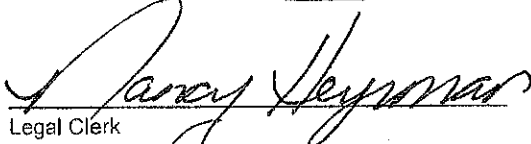
Was published in said newspaper in the issue(s) of:

MGM-Montgomery Advertiser


12/13/19, 12/20/19, 12/27/19

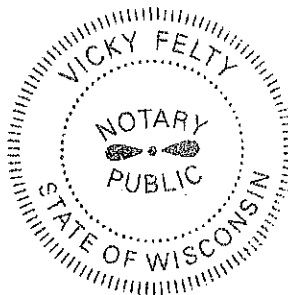
Affiant further says that the said *Montgomery Advertiser* is a newspaper published in said Montgomery County, Alabama, and that the said newspaper has heretofore been published in said Montgomery County, Alabama, and has been entered as second class matter at the Post Office in said Montgomery County,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

Now due on said account is \$970.20

  
Legal Clerk

Subscribe and sworn before me this 8th day of January, 2020

  
Notary Public, State of Wisconsin, County of Brown  
9-19-21  
My Commission expires



RECEIVED  
JAN 12 2020  
Accounting/S. Grady

#### ADVERTISEMENT FOR BIDS

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COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

Belle Jo Underwood







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0668, **Version:** 1

**Item #:** BE7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator/Architect, Otis Gatlin, OTK Architecture

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

---

### **ITEM TITLE**

Final Design for the Construction of a New Baldwin County S.A.I.L. Center Located in Little River, Alabama for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Approve the final design of the Baldwin County S.A.I.L. Center located in Little River and authorize the Purchasing Director and Architect to bid the project.

### **BACKGROUND INFORMATION**

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

**Background:** Staff is presenting to the Commission for approval the final design of the new Baldwin County S.A.I.L. Center located in Little River. The Architects estimated construction cost is under \$500,000.00 for this project. Recommend the Commission approve the final design and authorize the Purchasing Director and Architect, Otis Gatlin, to bid the project. Drawings are attached for review.

The Commission approved in the Fiscal Year 2018-2019 Budget \$150,000.00 for the construction of the new Little River S.A.I.L. Center. The Architect was selected from the County's On-Call list.

### **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**

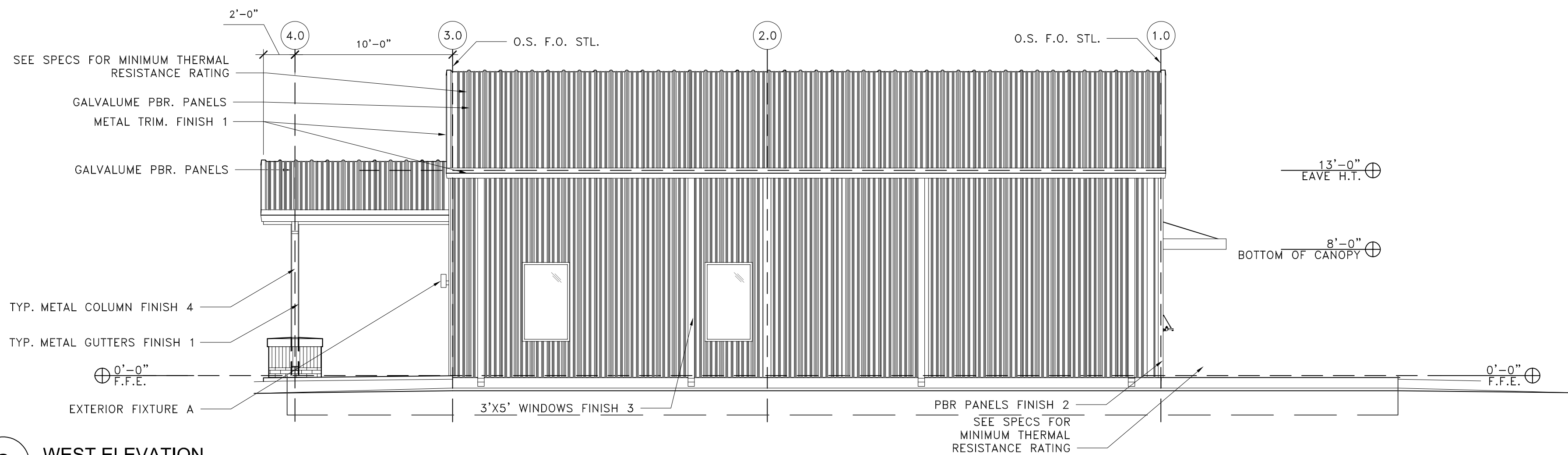
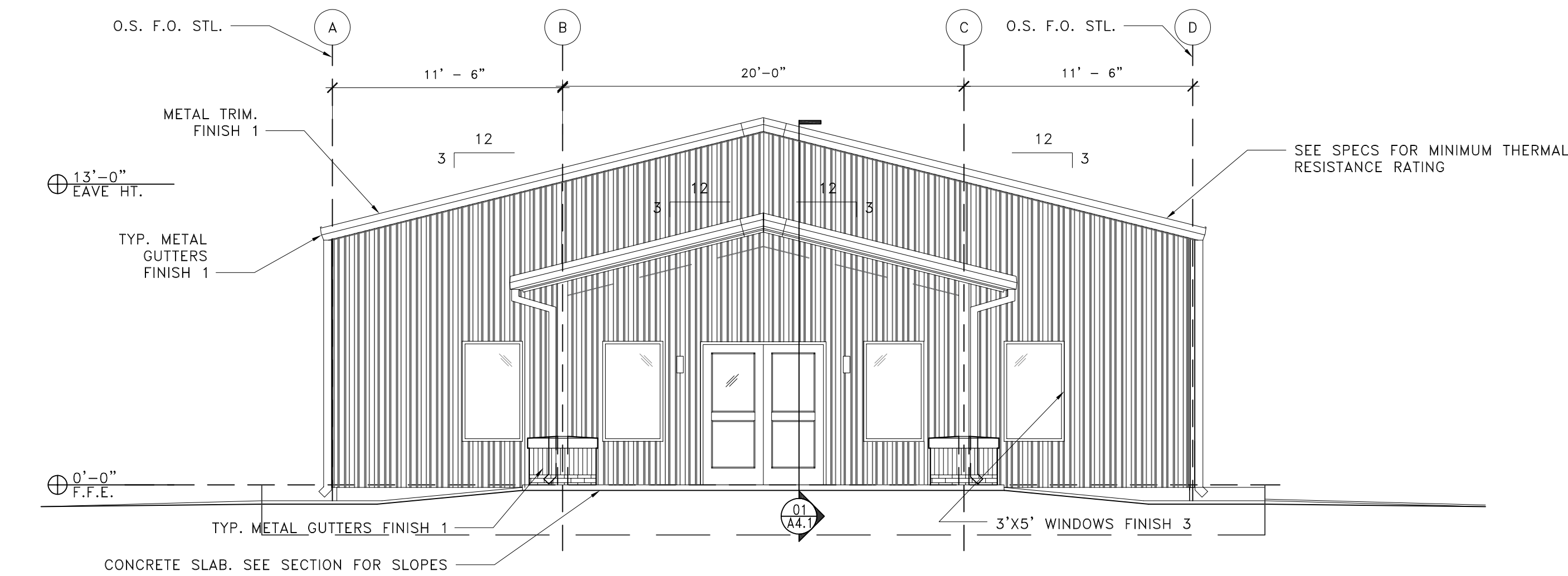
**For time-sensitive follow up, select deadline date for follow up:** 02/04/2020

**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 Architect & Mail Bids

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



DATE:	9.25.19	REV.	1
DESIGNED BY:	OLG		
DRAWN BY:	KLT		
DISCIPLINE:	ARCHITECTURE		
PROJECT ARCHITECT:	OLG		
OTK PROJECT NUMBER:	19027		

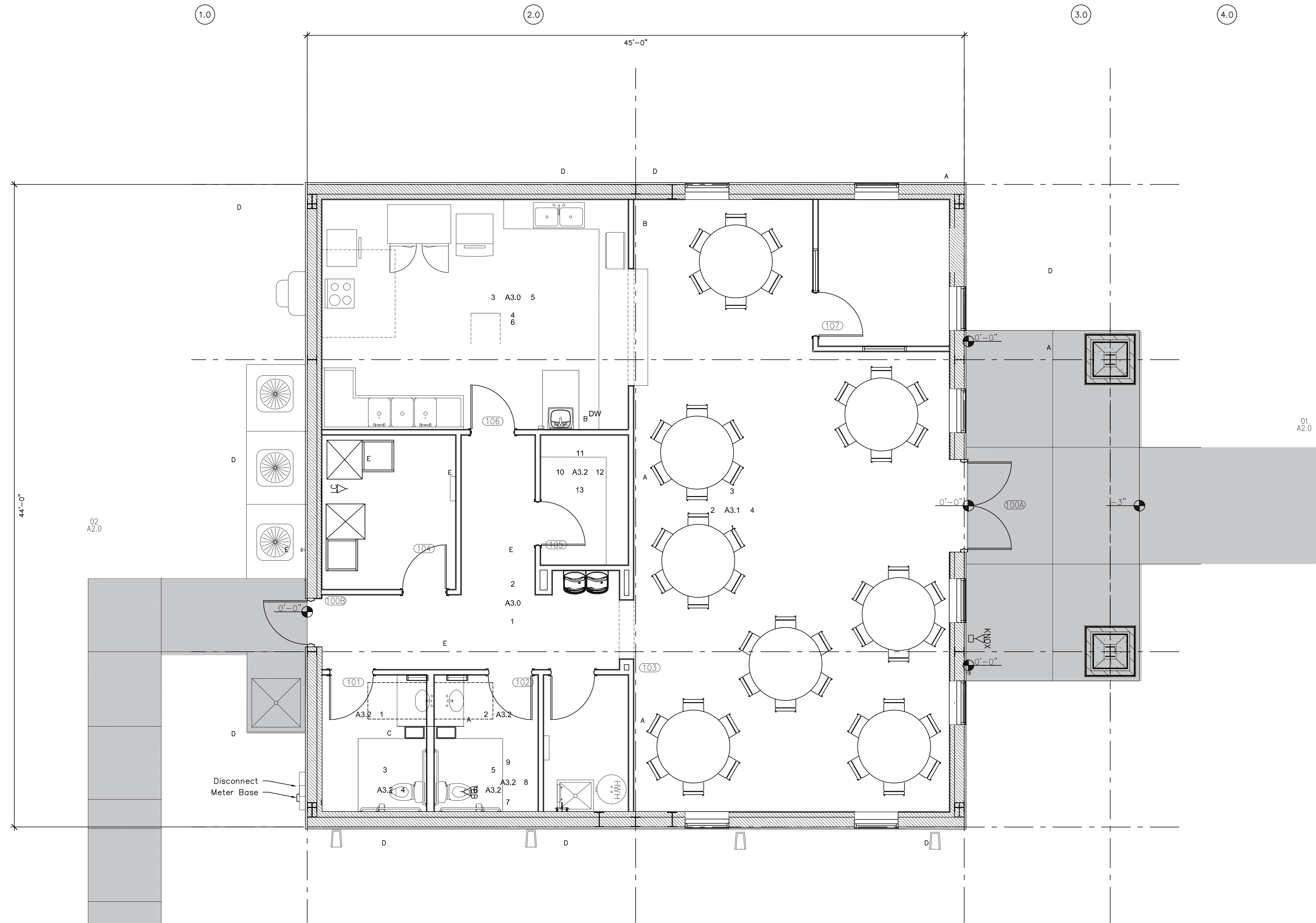
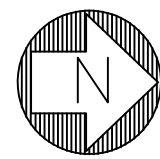
For Review

SHEET TITLE:  
EXTERIOR  
ELEVATIONS

SHEET NUMBER:

A-2.0

1 FLOOR PLAN  
SCALE: 1/4"=1'-0"



- GENERAL NOTES:
1. ADD MINIMUM  $\frac{3}{4}$ " FIRE RETARDANT TREATED PLYWOOD BLOCKING WHERE ELEMENTS AND ASSEMBLIES ARE SECURED TO WALL, EG. WHERE BATH PARTITIONS AND ACCESSORIES ARE SECURED TO WALL. SEE WALL TYPES.
  2. USE MOISTURE RESISTANT GVD (M.B. GVD)

- LEGEND:
- |      |                                 |
|------|---------------------------------|
| K-6  | ROOM NAME AND NUMBER            |
| 107  | WALL TYPES                      |
| 0    | DOOR TYPES                      |
| 109  | WINDOW TYPE                     |
|      | CONCRETE SPLASH BLOCK           |
|      | LOAD CENTER                     |
|      | TELEPHONE BACKER BOARD. SEE E-4 |
|      | METER BASE                      |
| KNOX | KNOX BOX COORDINATE             |

OTK  
ARCHITECTURE

Architecture and Planning  
P.O. Box 1186  
Daphne, AL 36526  
Telephone: (251) 424-5849

Baldwin County S.A.I.L. Center  
70171 Ralph Gantt Rd. Little River,  
AL. 36550

DATE:	9.25.19	DATE:	10.07.19	REV.	1
DESIGNED BY:	OLG	DATE:		REV.	
DRAWN BY:	KLT	DATE:		REV.	
DISCIPLINE:	ARCHITECTURE	DATE:		REV.	
PROJECT ARCHITECT:	OLG	DATE:		REV.	
OTK PROJECT NUMBER:	19027	DATE:		REV.	

For Review

SHEET TITLE:  
DIMENSIONED  
FLOOR PLAN

SHEET NUMBER:

A-1.0

This drawing is the property of OTK Architecture and may not be reproduced without written permission.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0670, **Version:** 1

**Item #:** BE8

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

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

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

---

### ITEM TITLE

Quote to Repair 2019 Kenworth T800 Dump Truck for the Baldwin County Commission

### STAFF RECOMMENDATION

Authorize the Purchasing Director to issue a purchase order to **Kenworth of Mobile, Inc.**, in the amount of \$22,493.19 for repairs to a 2019 Kenworth T800 Dump Truck for the Baldwin County Highway Department.

### BACKGROUND INFORMATION

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

**Background:** The Baldwin County Highway Department is requesting that a purchase order be issued to Kenworth of Mobile, Inc., in the amount of \$22,493.19 for damages to a 2019 Kenworth dump truck that happened on County property. A dump truck driven by a County employee caused the damage to this County dump truck. An employee driving one truck did not realize he did not lock his tailgate after he loaded. He began to back up to unload so the tailgate could be locked and then reloaded. The driver was unaware that another County truck had pulled into position to receive a load and backed into the Kenworth dump truck causing the damage.

As per the attached Alabama Code Section 41-16-52 (a) states that "All expenditures of funds of whatever nature for repair parts and the repair of heavy duty off-highway construction equipment or of any vehicles with a gross vehicle weight rating of 25,000 pounds or greater, including machinery used for grading, drainage, road construction, and compaction for the exclusive use of county and municipal highway, street, and sanitation departments, involving not more than twenty-two thousand five hundred dollars (\$22,500) made by or on behalf of any county without regard to this article. The foregoing exemption from this article shall apply to each incident of repair as to any repair parts, equipment, vehicles, or machinery. The amount of the exempted expenditure shall not be construed to be an aggregate of all the expenditures per fiscal year as to any individual vehicle or piece of equipment or machinery, but must have prior approval of the Commission before such work can be done. (b) The option provided by subsection (a) may be exercised by the governing boards, bodies,

instrumentalities, and commissions by specific reference to this section on any and all purchase orders and purchase commitments executed by the governing boards, bodies, instrumentalities, and commissions; provided, however the option shall not be exercised by any employee, agent, or servant unless done so after having received official prior approval of the respective governing board, body, instrumentality, or commission or unless exercised pursuant to a formal policy adopted by the governing board, body, instrumentality, or commission setting out conditions and restrictions under which the option shall be exercised.

The 2019 truck had body and engine damage that needs to be repaired by an authorized Kenworth dealer for the manufacturer warranty to continue to be in effect. The truck gross vehicle weight rating is 64,740 pounds which exceeds the rating listed in the Code Section.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$22,493.19

**Budget line item(s) to be used:** 53111.5234

**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:** 02/04/2020

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

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

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

# Kenworth of Mobile, Inc.

8620 I-10 Service Rd  
Irvington, AL 36544  
Phone: (251) 957-4000  
Fax: (251) 957-4001

## \*\*\* Customer Review \*\*\*

Date / Time: 1/16/2020 10:46:40AM  
Repair Order: 42308  
Customer: 08022  
Branch: MOB  
Invoice Total: \$22,493.19

\*\*\*Billing Service\*\*\*

Page 1 of 4

**Bill To:** Baldwin County Commission  
312 Courthouse Sq #12  
Bay Minette, AL 36507-4809  
Shop: 251-937-0336

**Ship To:** Baldwin County Commission  
312 Courthouse Sq #12  
Bay Minette, AL 36507-4809

Customer P/O: REQUIRED johnga

Completion Date:

**Unit Number: 17195**

**Model Year: 2019**

**Make/Model: Kenworth T800**

**Type: New HD**

**VIN: 1NKDL40X5KJ217195**

Unit Components:

<u>Manufacturer</u>	<u>Model</u>	<u>Part Number</u>	<u>Serial Number</u>
Cummins	X15-500HP @ 1650TQ		
Meritor	RT46-164PEH		
Allison	4500RDS		

**Task: 1 002-000000 Cab & sheet metal Department: Service**

**Complaint:** UNIT WAS HIT IN FRONT OF UNIT BY ANOTHER UNIT. UNIT WILL NOT START. UNIT NEEDS TO BE INSPECTED  
TOWED IN BY PITTS AND SONS TOWING

**Cause:** INSPECTED UNIT AND MADE A GREEN SHEET FOR THE FOLLOWING PARTS THAT WERE DAMAGED:  
HOOD, GRILL, PS HEADLIGHT AND HOOD HINGES  
RADIATOR, CAC, CONDENSOR, FAN SHROUD, ENGINE FAN AND HUB  
DS RADIATOR SUPPORT, FUEL COOLER AND CONDENSOR SHROUD  
MULTIPLE BRACKETS, HOSES, FITTINGS, A CCV MODULE AND AINTIFREEZE

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	Shop Suppl	Shop Supplies	Misc	1.00	6.00	6.00

### Task Subtotals

Parts:	\$0.00
Core Chg:	\$0.00
Core Ret:	\$0.00
EHC:	\$0.00
Labor:	\$120.00
Miscellaneous:	\$6.00
<b>Task 1 Subtotals:</b>	<b>\$126.00</b>

**Task: 2 010-000000 Chassis group Department: Service**

**Complaint:** REPLACE HOOD, PS HEADLIGHT BULB, HOOD HINGE AND ALIGN HOOD

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	Shop Suppl	Shop Supplies	Misc	1.00	84.00	84.00
	Sublet-P/L	PAINT SHOP	Misc	1.00	900.00	900.00
	Nuts/Bolts	Nuts & Bolts	Misc	1.00	200.00	200.00
KWH	L29-11771210010SPL	HOOD ASSY T800	Part	EA	5,266.77	5,266.77
KW	L77-1144	REINFORCEMENT-GRILLE	Part	EA	98.01	98.01



# Kenworth of Mobile, Inc.

8620 I-10 Service Rd  
Irvington, AL 36544  
Phone: (251) 957-4000  
Fax: (251) 957-4001

## \*\*\* Customer Review \*\*\*

Date / Time: 1/16/2020 10:46:40AM  
Repair Order: 42308  
Customer: 08022  
Branch: MOB  
Invoice Total: \$22,493.19

\*\*\*Billing Service\*\*\*

Page 2 of 4

**Bill To:** Baldwin County Commission  
312 Courthouse Sq #12  
Bay Minette, AL 36507-4809  
Shop: 251-937-0336

**Ship To:** Baldwin County Commission  
312 Courthouse Sq #12  
Bay Minette, AL 36507-4809

Customer P/O: REQUIRED		johnga	Completion Date:					
KW	L48-1049	HINGE-HOOD PIVOT LH	Part	EA	1.00	166.00	166.00	
KW	L48-1049R	HINGE-HOOD PIVOT RH	Part	EA	1.00	166.00	166.00	
KW	L13-1010	BUSHING-PIVOT	Part	EA	2.00	19.75	39.50	
KW	L45-1068	GRILLE-TUBE	Part	EA	1.00	613.82	613.82	
KW	L45-1067	GRILL-SHELL, TOP	Part	EA	1.00	68.50	68.50	
KW	K212-189	SHELL-GRILLDENSER	Part	EA	1.00	88.00	88.00	
KW	K212-189R	SHELL-GRILLDENSER	Part	EA	1.00	85.00	85.00	
KW	K213-2900	SHIELD-GRILLDENSER K88	Part	EA	1.00	64.00	64.00	
KW	K167-347	TRIM-GRILLE EXT ALUM	Part	EA	1.00	80.00	80.00	
KW	K167-348	CLRANDZ 706.6MM	Part	EA	1.00	83.18	83.18	
		TRIM-GRILLE EXT ALUM						
		CLRANDZ 724MM						
KW	L77-1167	REINFORCEMENT-GRILLE	Part	EA	1.00	81.15	81.15	
KW	L46-1023	GUARD-SEAL RECIRCULATING	Part	EA	2.00	3.58	7.16	
KL	H4651BULB	BULB-HI BEAM,HALOGEN	Part	EA	1.00	11.73	11.73	
FA	41030	ABL6-8A W/DRILL BI	Part	EA	30.00	0.94	28.20	
FA	41416	1/8 stainless rivet w/ Drill B	Part	EA	30.00	0.95	28.50	
LNJ	HWC10936	RIVET-ALUM FAST-RV6606-8-10	Part	EA	20.00	1.50	30.00	
SO	0790748	3/8 Cushioned Clamp	Part	EA	10.00	0.81	8.10	
	Freight AL	Freight - Alabama	Misc		1.00	325.00	325.00	

### Task Subtotals

Parts:	\$7,013.62
Core Chg:	\$0.00
Core Ret:	\$0.00
EHC:	\$0.00
Labor:	\$1,680.00
Miscellaneous:	\$1,509.00
Task 2 Subtotals:	\$10,202.62

**Task: 3 010-000000**

**Chassis group**

**Department: Service**

**Complaint:** REPLACE RADIATOR, CAC, CONDENSOR, FUEL COOLER AND SHROUDS  
FILL UNIT WITH ANTIFREEZE, FILL AC SYSTEM AND BLEED FUEL SYSTEM

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	Shop Suppl	Shop Supplies	Misc	1.00	78.00	78.00
KWC	N3985003	RADIATOR ASSY	Part	EA	1,602.10	1,602.10
KW	P5007001	SUPPORT-CROSSBAR	Part	EA	155.23	155.23
KW	N3988001	COVER-RADIATOR LH	Part	EA	275.00	275.00
KW	N3990001	COVER-RADIATOR RH	Part	EA	275.75	275.75
KW	S4855002	COVERING-TOP ENT	Part	EA	145.00	145.00
KW	N3963002	COVERING-BTM ENT	Part	EA	245.00	245.00
KWC	W6925002	CAC ASSY-SERVICE	Part	EA	1,161.00	1,161.00

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Phone: (251) 957-4000  
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## \*\*\* Customer Review \*\*\*

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\*\*\*Billing Service\*\*\*

Page 3 of 4

**Bill To:** Baldwin County Commission  
312 Courthouse Sq #12  
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Shop: 251-937-0336

**Ship To:** Baldwin County Commission  
312 Courthouse Sq #12  
Bay Minette, AL 36507-4809

Customer P/O: REQUIRED		johnga	Completion Date:				
KW	N4751001	KIT-MOUNTING	Part	EA	1.00	83.65	83.65
		RADIATOR/CHARGE AIR COOLER					
KW	N4778001	CONDENSER ASSY	Part	EA	1.00	578.32	578.32
KW	N4147001	COOLER-AUX ASSY SERVICE	Part	EA	1.00	485.00	485.00
AS	EC3501	COOLANT-TRP ELC 50/50 JUG	Part	EA	14.00	9.59	134.26
FRN	R134ACBXW	R134a 1lb for shop	Part	EA	4.00	5.81	23.24
AC	F37-1019	DRYER-RECEIVER, DAY CAB	Part	EA	1.00	50.42	50.42
DCA	F50-1794-001	HARDLINE-LIQUID ASSY	Part	EA	1.00	206.07	206.07
AC	730393ATC	WASHER-SEALING A/C #8	Part	EA	3.00	1.50	4.50
AC	VH11600	KIT- O-RING- HVAC SERVICE-	Part	EA	1.00	3.43	3.43
		RUBBER/HNBR					
	Freight AL	Freight - Alabama	Misc		1.00	205.00	205.00
<b>Task Subtotals</b>							
Parts:						\$5,427.97	
Core Chg:						\$0.00	
Core Ret:						\$0.00	
EHC:						\$0.00	
Labor:						\$1,560.00	
Miscellaneous:						\$283.00	
Task 3 Subtotals:						\$7,270.97	

**Task: 4 047-000000 Cummins engine** **Department: Service**  
**Complaint:** REPLACE DAMAGED BRACKETS, HOSES FITTINGS, CCV MODULE, FAN, FAN SHROUD AND FAN HUB

						Extended	
Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Price	
	Shop Suppl	Shop Supplies	Misc	1.00	48.00	48.00	
KW	N4171003	SHROUD-ASSY SERVICE	Part	EA	1.00	765.32	765.32
KW	R1614001	SHIELD-RECIRCULATION	Part	EA	1.00	300.39	300.39
HO	996813502-002	BLADE-FAN*813*CW	Part	EA	1.00	186.20	186.20
		SUCKER,91.2WD,127.06l					
HO	79A9782RMAN	CLUTCH-FAN 2 SPEED	Part	EA	1.00	985.60	985.60
HO	79A9782RMAN-C	CLUTCH-FAN 2 SPEED	Inherent		1.00	532.00	532.00
KW	F91-1017	RING-FAN	Part	EA	1.00	375.25	375.25
KW	F85-6456	SUPPORT-FAN RING	Part	EA	1.00	50.23	50.23
KW	F85-6660	SUPPORT-FAN RING, ISZ UP RHT	Part	EA	1.00	61.37	61.37
KW	F85-6487.	SUPPORT-FAN RING	Part		1.00	92.71	92.71
KW	F65-1080-637094	ROD-TIE RADIATOR	Part	EA	1.00	142.58	142.58
DCH	D50-6039	HOSE-HUMP CAC ASSY RED	Part	EA	4.00	39.28	157.12
KW	D66-6571.	PIPE-CAC 40DEG 4" STL ALMZ	Part		1.00	195.36	195.36
CX	5417366CUM	BREATHER, CRANKCASE	Part	EA	1.00	240.38	240.38
OL	SUS228	DEXRON VI	Part	EA	3.00	4.89	14.67
DCA	F50-6308	HOSE-COOL 2-1/2"SIL BLUE	Part	EA	1.00	78.68	78.68

# Kenworth of Mobile, Inc.

8620 I-10 Service Rd  
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Phone: (251) 957-4000  
Fax: (251) 957-4001

\*\*\* Customer Review \*\*\*  
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Customer: 08022  
Branch: MOB  
Invoice Total: \$22,493.19  
\*\*\*Billing Service\*\*\*  
Page 4 of 4

**Bill To:** Baldwin County Commission  
312 Courthouse Sq #12  
Bay Minette, AL 36507-4809  
Shop: 251-937-0336

**Ship To:** Baldwin County Commission  
312 Courthouse Sq #12  
Bay Minette, AL 36507-4809

Customer P/O: REQUIRED		johnga	Completion Date:				
KW	F11-1680.	BRACKET-WATER PIPE	Part		1.00	31.18	31.18
KW	426-2375	U BOLT-CLAMP	Part	EA	1.00	3.22	3.22
		1.3X2.85X3.93MM ZN					
DCB	D84-1000-6122180	BELT-POLY 12 RIBS X 2180	Part	EA	1.00	78.23	78.23
		END/PLYSTR					
DCB	D84-1000-6061620	BELT-POLY 6 RIBS X 1620	Part	EA	1.00	42.11	42.11
		END/PLYSTR					
	Freight AL	Freight - Alabama	Misc		1.00	85.00	85.00
HO	79A9782RMAN-C	CLUTCH-FAN 2 SPEED	Part	EA	(1.00)	532.00	(532.00)
Task Subtotals							
Parts:						\$3,800.60	
Core Chg:						\$532.00	
Core Ret:						(\$532.00)	
EHC:						\$0.00	
Labor:						\$960.00	
Miscellaneous:						\$133.00	
Task 4 Subtotals:						\$4,893.60	

Quote

Payment Method  
Billing Service

Totals	
Total Parts:	\$16,242.19
Total Core Chg:	\$532.00
Total Core Ret:	(\$532.00)
Total EHC:	\$0.00
Total Labor:	\$4,320.00
Total Miscellaneous:	\$1,931.00
Invoice Subtotal:	\$22,493.19
Total Tax:	\$0.00
Invoiced Total:	\$22,493.19

**Section 41-16-52**

**Expenditures for repair or lease of heavy duty off-highway construction equipment may be made without regard to provisions of article.**

(a) All expenditures of funds of whatever nature for repair parts and the repair of heavy duty off-highway construction equipment or of any vehicles with a gross vehicle weight rating of 25,000 pounds or greater, including machinery used for grading, drainage, road construction, and compaction for the exclusive use of county and municipal highway, street, and sanitation departments, involving not more than twenty-two thousand five hundred dollars (\$22,500) made by or on behalf of any county commissions and the governing bodies of the municipalities of the state, and the governing bodies of instrumentalities, including waterworks boards, sewer boards, gas boards, and other like utility boards and commissions, shall be made, at the option of the governing boards, bodies, instrumentalities, and commissions, without regard to this article. The foregoing exemption from this article shall apply to each incident of repair as to any repair parts, equipment, vehicles, or machinery. The amount of the exempted expenditure shall not be construed to be an aggregate of all the expenditures per fiscal year as to any individual vehicle or piece of equipment or machinery.

(b) The option provided by subsection (a) may be exercised by the governing boards, bodies, instrumentalities, and commissions by specific reference to this section on any and all purchase orders and purchase commitments executed by the governing boards, bodies, instrumentalities, and commissions; provided, however the option shall not be exercised by any employee, agent, or servant unless done so after having received official prior approval of the respective governing board, body, instrumentality, or commission or unless exercised pursuant to a formal policy adopted by the governing board, body, instrumentality, or commission setting out conditions and restrictions under which the option shall be exercised.

(c) All expenditures of funds of whatever nature for the leasing of heavy duty off-highway construction equipment and all vehicles with a gross vehicle weight rating of 25,000 pounds or greater, including machinery for grading, drainage, road construction, and compaction for exclusive use of county and municipal, highway, street, and sanitation departments, involving a monthly rental of not more than five thousand dollars (\$5,000) per month per vehicle or piece of equipment or machinery but not to exceed fifteen thousand dollars (\$15,000) per month for all such vehicles and pieces of equipment made by or on behalf of any county commissions and the governing boards of municipalities of the state and the governing bodies of instrumentalities, including waterworks boards, sewer boards, gas boards, and other like utility boards and commissions shall be made, at the option of the governing boards, bodies, instrumentalities, and commissions, without regard to the provisions of this article.

*(Acts 1969, No. 493, p. 952; Acts 1971, No. 2338, p. 3771; Acts 1981, No. 81-626, p. 1042; Acts 1984, 2nd Ex. Sess., No. 85-40, p. 42; Acts 1995, No. 95-630, p. 1334, §1; Act 2017-466, §1.)*



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0675, **Version:** 1

**Item #:** BE9

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

**Submitted by:** Christie Davis, Senior Budget Accountant

---

### **ITEM TITLE**

Resolution #2020-056 - Fiscal Year 2020 Budget Amendment for Highway Conference Room Upgrades

### **STAFF RECOMMENDATION**

Adopt Resolution #2020-056 amending the Fiscal Year 2020 Budget (Resolution #2019-143 and Resolution #2019-144, adopted September 20, 2019) to authorize the movement of \$6,530.00 from the Highway Administration Department's computer and software maintenance line item, 53100.5235 (operating expense line item) to the Highway Administration Department's capital line item, 53100.5500 (capital expense line item).

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** Fiscal Year 2020 Budget was passed on September 20, 2019.

**Background:** The Fiscal Year 2020 Budget was passed on September 20, 2019 via Resolution #2019-143 and Resolution #2019-144. Resolution #2019-144 requires that any request for a budget amendment where funding is allocated from an operating expense line item to a capital expense line item be approved by the County Commission.

The County Engineer respectfully requests that \$6,530.00 be allocated from an operating expense line item to a capital expense line item to fund Highway Conference Room upgrades (Requisition attached).

### **FINANCIAL IMPACT**

**Total cost of recommendation:** 6,529.30

**Budget line item(s) to be used:** 53100.5500

**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, Senior Budget Accountant

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Upon Commission approval, Christie Davis will enter the Budget Amendment Resolution.

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

STATE OF ALABAMA )

COUNTY OF BALDWIN )

***RESOLUTION #2020-056  
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 2020 Budget and that the following estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>Debit</u></b>	<b><u>Credit</u></b>
53100.5500	Highway Administration - Capital	6,530	
53100.5235	Highway Administration – Computer & Software Maintenance		6,530

**DONE,** under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 4<sup>th</sup> day of February 2020.

\_\_\_\_\_  
Commissioner Billie Jo Underwood, Chairperson

ATTEST:

\_\_\_\_\_  
Wayne Dyess, County Administrator

# CIS Order Form

Communication and Information Systems

Main Number .....(251)580-2539

Fax Number.....(251)580-2538

Regular Office Hours are Mon-Fri 8am-4:30pm

1/15/2020 8:26:14AM

CIS Order Number

6162

Requestor	Joey Nunnally		
Bill To	Baldwin County Commission Attn: Finance-Accounts Payable 312 Courthouse Square Suite 11 Bay Minette, AL 36507	Ship To	Baldwin County CIS Dept 175 Courthouse Square Bay Minette, AL 36507
Date Ordered		Bid Number	nipa 2018011-01
Date Required		Shipping Information	
Vendor	CDW-G	Contact	Rob Sullivan
Phone	312-705-9505	Address	
Fax			

Comments  
90" TV and accessories for Highway Dept per Joey Nunnally

Cost Center	Product	Part Number	QTY	Price	Extended
	90" TV (Sharp)	4494279	1	5,399.18	5,399.18
	30ft HDMI cable	3614405	1	28.82	28.82
	90" TV wall mount	937384	1	114.84	114.84
	APC Surge Protector	2350314	1	9.47	9.47
	HDMI Wall Plate	4970842	1	19.49	19.49
	Clickshare cs-100	3986642	1	957.50	957.50
Sub Total					6,529.30
Shipping					0.00
Sales Tax 0.00%					0.00
Price Adjustment					0.00
Total					6,529.30

Purchased Licenses

Description	Serial Number	Activation Key	Licenses Owned	Expiration Date
-------------	---------------	----------------	----------------	-----------------

Total Count Purchased

Requested by

Date

Approved by

Date





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0665, **Version:** 1

**Item #:** BK1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Zachary M. Hood, EMA Director

**Submitted by:** Terri R. Gray, EMA Administrative Support Specialist

---

### ITEM TITLE

Baldwin County Emergency Management Agency - Approval of Updated Logo and Service Mark Registration

### STAFF RECOMMENDATION

Approve the updated Emergency Management Agency (EMA) logo and registration of the Service Mark with the Alabama Secretary of State.

### BACKGROUND INFORMATION

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

**Background:** The Baldwin County EMA has revised the department's branding logo and is requesting to have the new logo registered as the Service Mark. The application fee for the registration will be a cost of \$30.00.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$30.00

**Budget line item(s) to be used:** 52300.5253

**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:** Zachary Hood, EMA Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Zachary Hood will submit the service mark registration application once approved.

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

The Seal of the Federal Emergency Management Agency is the seal used by many state, local, and county Emergency Management Agencies and has only been replaced by modern seals and logos in recent years.



The Baldwin County Emergency Management Agency Seal includes the eagle adapted from the Great Seal of the United States and the shield of the Baldwin County Commission, representing vigilance and preparedness for the county. The olive branch symbolizes peace, the arrows

represent war. The eagle faces right toward peace. The seal and its elements indicate the responsibility of the Baldwin County Emergency Management agency to prepare for and respond to natural and human-caused disasters, and to promote a state of preparedness and readiness among the people it serves.





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0697, **Version:** 1

**Item #:** BL1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

**Submitted by:** Allison Owens, Chief Administrative Assistant

---

### ITEM TITLE

Updated Recycle Map for Baldwin County

### STAFF RECOMMENDATION

Approve the updated recycle map for the Baldwin County owned and maintained recycle bins. Updates include the Belforest Volunteer Fire Department /Civic Association located at 25500 County Road 54, Daphne, AL 36526 and the relocation of the recycle bin at Bay Minette City Hall to Bay Minette Public Works located at 801 East 1<sup>st</sup> Street, Bay Minette, AL 36507.

### BACKGROUND INFORMATION

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

**Background:** Currently the Solid Waste Department services twenty-eight (28) recycle locations throughout the county, with two (2) locations having multiple bins. Daily operations require one (1) full-time recycle truck based out of Magnolia Landfill and one (1) part-time truck based out of the Bay Minette Transfer Station. We have two (2) locations with three (3) pulls weekly (Fairhope Courthouse and Spanish Fort Kids Park, both locations having two (2) bins), five (5) locations with bi-weekly pulls (Robertsdale Central Annex, Elberta VFD, Magnolia Springs VFD, Foley Courthouse, and Orange Beach Public Works), twelve (12) locations are pulled once weekly, and nine (9) locations are pulled as needed or on call.

### 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?** 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

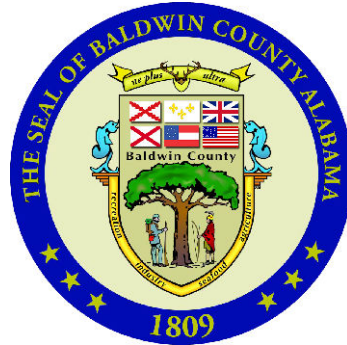
**Individual(s) responsible for follow up:** Amy Galemore, BCSW - update website

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

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

# Baldwin County, Alabama Recycling Locations

0 2.5 5 10 15 20 Miles



Site	Location
1	Stockton Post Office
2	Bicentennial Park
3	Perdido VFD
4	Commission Administration
5	Bay Minette Transfer Station
6	5 Rivers Delta Center
7	Spanish Fort Kids Park
8	Little Hall
9	Robertsdale Central Annex
10	Fairhope Courthouse
11	Elsanor Community Center
12	Summerdale 1st & Jefferson ST
13	Elberta VFD
14	Camp Beckwith
15	Magnolia Landfill
16	Magnolia Springs VFD
17	Weeks Bay Reserve
18	Perdido Beach VFD
19	Foley Courthouse
20	Josephine VFD
21	Orange Beach Public Works
22	Orange Beach Community Center
23	Fort Morgan Fire Rescue #2
24	Bay Minette Public Works
25	Stapleton VFD
26	MacBride Landfill
27	Lillian VFD
28	Belforest VFD



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0700, **Version:** 1

**Item #:** BM1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

**Submitted by:** Cian Harrison, Clerk/Treasurer

---

### **ITEM TITLE**

Annual Tax Levy - Resolution #2020-055

### **STAFF RECOMMENDATION**

Adopt Tax Resolution #2020-055 levying the annual millage rates for ad valorem property taxes for Baldwin County, Alabama.

### **BACKGROUND INFORMATION**

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

**Background:** Section 40-7-42 of the Code of Alabama 1975 requires that all Alabama County Commissions set tax levies for the year at its first regular meeting in February of each year (i.e. millage rates for property taxes are levied at the first regular meeting of Baldwin County Commission in February of each year).

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

Yes, legal documents are required to be reviewed by the County's Attorney.



**Reviewed/approved by:** Brad Hicks, County Attorney (approved 01/21/2020) ACH

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** February 4, 2020

**Individual(s) responsible for follow up:** Anu Gary or Monica English

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

Forward copy of adopted resolution to the following:

- Revenue Commissioner Teddy J. Faust, Jr.
- Probate Judge Harry D'Olive, Jr.
- Sheriff Huey Hoss Mack
- Baldwin County Board of Education
- Gulf Shores City Schools Board of Education

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

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**RESOLUTION #2020-055  
OF THE  
BALDWIN COUNTY COMMISSION**

**ANNUAL TAX LEVY, LEVYING THE ANNUAL MILLAGE RATES FOR AD VALOREM PROPERTY TAXES FOR BALDWIN COUNTY, ALABAMA.**

WHEREAS, Section 40-7-42 of the Code of Alabama 1975, provides as follows:

Levy of taxes from book of assessments.

(a) The county commission, at the first regular meeting in February 2015, shall levy the amount of general taxes required for the expenses of the county, not to exceed one half of one percent of the value of the taxable property as assessed for revenue for the state as shown by the book of assessments after it shall have been corrected, at the same time levying the amount of special taxes required for the county, which levy shall be made upon the same basis of valuation provided above and, when the levy shall be made, shall certify the rate or rates of taxation and the purpose or purposes for which the tax is levied to the tax assessor of the county. The levies established as provided herein shall be assessed and collected in all subsequent tax years unless altered by the county commission in compliance with a change in the tax rate by general law not later than the last day of February prior to the effective date of the change in tax rate.

(b) Any general or special taxes levied by the county commission prior to April 10, 2014, are hereby ratified and confirmed irrespective of whether the general or special taxes were levied during the first county commission meeting held in February of any year.

(Acts 1935, No. 194, p. 256; Code 1940, T. 51, §71; Act 2014-433, §1.)

NOW THEREFORE, BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED THIS FIRST REGULAR MEETING IN THE MONTH OF FEBRAURY, 2020, AS REQUIRED BY SECTION 40-7-42 OF THE CODE OF ALABAMA 1975, AND OTHER APPLICABLE ALABAMA LAW, AS FOLLOWS:

BE IT RESOLVED, That there is hereby levied by the County Commission of Baldwin County, Alabama, for the year commencing October 1, 2019 and ending September 30, 2020, a **GENERAL TAX** of five (5) mills on each dollars worth of taxable property in Baldwin County, Alabama, and on all other subjects of taxation in said county as assessed for revenue for the State of Alabama, as shown by Assessments for 2019, the proceeds of such general taxes above levied in accordance with Section 215 of the Constitution, and amendment thereto, to be expended in compliance therewith, and such tax when collected to be used for general county purposes in the manner prescribed by law; and

BE IT FURTHER RESOLVED, That to pay any debt or liability now existing against Baldwin County, Alabama, incurred for the erection, construction or maintenance of or repair to any necessary public buildings, bridges or roads, or that may hereafter be created for the erection, construction or maintenance of necessary public buildings, bridges or roads, that there

be and hereby is levied by the County Commission of Baldwin County, Alabama, a **SPECIAL TAX** of two and one-half (2 1/2) mills on each dollars worth of taxable property in Baldwin County, Alabama, or other subjects of taxation as assessed by proper officials for the year commencing October 1, 2019 and ending September 30, 2020, for the purpose of paying any debt or liability incurred for the construction, erection or maintenance of or repair to necessary public buildings, roads or bridges in said county, the proceeds of such special taxes above levied in accordance with Section 215 of the Constitution are to be expended in compliance therewith and with Title 11-14-11 of the Code of Alabama, recompiled in 1975, and amendment thereto; and

BE IT FURTHER RESOLVED, That there is hereby levied by the County Commission of Baldwin County, Alabama, for the year commencing October 1, 2019 and ending September 30, 2020 a **SPECIAL COUNTY TAX** of one-half (1/2) mill on each dollars worth of taxable property in Baldwin County, Alabama, for the purpose of establishing and maintaining a full-time county health officer and county health department and for the prosecution of public health work within the county, the proceeds of such special taxes above levied in accordance with Constitutional Amendment 559 and Title 22-3-10 of the Code of Alabama, recompiled in 1975, to be expended in compliance therewith; and

BE IT FURTHER RESOLVED, That there is hereby levied by the County Commission of Baldwin County, Alabama, a **SPECIAL COUNTY SCHOOL TAX** of three (3) mills on each dollars worth of taxable property or other subjects of taxation as assessed by proper officials for the year commencing October 1, 2019, and ending September 30, 2020, the same being authorized by a vote of the qualified electors of Baldwin County, Alabama, at an election held on the 31<sup>st</sup> day of March, 2015, for said taxes to be levied and collected annually for a period of thirty (30) years, a majority of those voting at such election having voted therefore, the same being authorized under the Third Amendment of the Constitution of the State of Alabama, Article XIX and other statutes enacted by virtue of said Constitutional Amendment, said taxes to be used for school purposes authorized by said Article XIX and statutes thereunder, to be collected and paid over in the manner prescribed by law; and

BE IT FURTHER RESOLVED, That there is hereby levied by the County Commission of Baldwin County, Alabama, a **SPECIAL COUNTY SCHOOL TAX** of one (1) mill on each dollars worth of taxable property or other subjects of taxation in Baldwin County, Alabama, as the same is assessed for taxes by proper officials for the year commencing October 1, 2019, and ending September 30, 2020, for public school purposes, the same having been authorized at an election held on the 12th day of December, 2017, for said taxes to be levied and collected annually for a period of thirty (30) years, a majority of those voting at such election having voted for said taxes, the same being authorized by Article XIV Section 269.04, as amended by Amendment 202, to the Constitution of the State of Alabama, and the statutes enacted thereunder, the same to be collected and paid over in the manner prescribed by law; and

BE IT FURTHER RESOLVED, That there be and is levied by the County Commission of Baldwin County, Alabama, an **ADDITIONAL COUNTY SCHOOL TAX** of five (5) mills on each dollars worth of taxable property or other subjects of taxation in Baldwin County, Alabama, as the same is assessed for taxes by proper officials for the year commencing October 1, 2019 and ending September 30, 2020, for public school purposes, the same having been authorized by Constitutional Amendment 162 at an election held on the 5th day of December, 1961, a majority of those voting at such election having voted for said taxes, the same being authorized under the provisions of Act 492, 1961 Legislature, and the statutes enacted thereunder, the same to be collected and paid over in the manner prescribed by law; and

BE IT FURTHER RESOLVED, That there be and hereby is levied by the County Commission of Baldwin County, Alabama, a tax of three (3) mills as a **SPECIAL DISTRICT SCHOOL TAX**, on each dollars worth of taxable property or other subjects of taxation within the boundaries of Baldwin County School Tax District No. 2, as the same is assessed by proper officials for taxation for the year beginning October 1, 2019, and ending September 30, 2020, the

said tax having been authorized at an election held in the Baldwin County School Tax District No. 2, on March 1, 2016, for said taxes to be levied and collected annually for a period of thirty (30) years, a majority of those voting at such election having voted therefore, the same being authorized under the Third Amendment to the Constitution of the State of Alabama, Article XIX and the statutes enacted thereunder and the said tax to be collected and paid over in the manner prescribed by law; said School Tax District No. 2 consists of that portion of Baldwin County which is south of the following described boundary line:

Beginning at a point on the East line of Baldwin County, Alabama, where the line dividing Township 2 North and Township 3 North intersects the same, run thence west on the said township line to the range line dividing Ranges 3 East and 4 East in said county; run thence north on the said range line to the corner of Sections 24 and 25 in Township 3 North, Range 3 East, and Sections 19 and 30 in Township 3 North, Range 4 East; run thence west to the West line of Baldwin County; and

BE IT FURTHER RESOLVED, That there be and hereby is levied by the County Commission of Baldwin County, Alabama, a tax of one (1) mill on each dollars worth of taxable property or other subjects of taxation in Baldwin County, Alabama as assessed by the property officials for the year commencing October 1, 2019 and ending September 30, 2020, to bring Baldwin County School District No. 1 into compliance with Act 2005-215 which requires every school district to levy a minimum of 10 mills in local property taxes to be used for general public school purposes. This levy is more specifically identified as **CONSTITUTIONAL AMENDMENT 778** and is not subject to any fees, charges, commissions, or budgetary funding for assessment and collection. The said tax is to be collected and paid over in the manner prescribed by law; and

BE IT FURTHER RESOLVED, That there is hereby levied by the County Commission of Baldwin County, Alabama, a **FIRE DEPARTMENTS TAX** of one and one-half (1 1/2) mills on each dollars worth of taxable property or other subjects of taxation in Baldwin County, Alabama, as assessed by the proper officials for the year commencing October 1, 2019 and ending September 30, 2020, the same having been authorized at an election held in Baldwin County on the 26th day of June, 1990, a majority of those voting at such election having voted for said taxes, the same being authorized under the provisions of Act No. 90-449, Acts of Alabama 1990, said taxes to be collected and paid over to qualified County volunteer, municipal and volunteer municipal fire departments in the manner prescribed by law; and

BE IT FURTHER RESOLVED, That there be and hereby is levied by the County Commission of Baldwin County, Alabama, a tax of two (2) mills as **SPECIAL DISTRICT HOSPITAL TAX**, for the year commencing October 1, 2019 and ending September 30, 2020, on each dollars worth of taxable property and all other subjects of taxation in election precincts 1 through 7 as they existed on July 27, 1965, as assessed for revenue for the State of Alabama as shown by Assessments for 2019, the said tax having been authorized at an election held in said election precincts 1 through 7, on May 15, 2007 and ratified on June 7, 2007, for said taxes to be levied and collected annually for a period of twenty (20) years, a majority of those voting at such election having voted therefore, the same being authorized under Constitutional Amendment 795 and the statutes enacted thereunder, such tax when collected and paid over shall be used exclusively for public hospital purposes in the manner prescribed by law; said election precincts 1 through 7 as they existed on July 27, 1965, consist of that portion of Baldwin County which is north of the following described boundary line:

with the point of beginning of said line being the Southeast corner of Section 17, Township 4 South, Range 2 East, extend west to the Mobile/Baldwin County line; further, from the point of beginning, extend east to the Southeast corner of Section 14, Township 4 South, Range 4 East, and continue east to the center of Hollinger Creek, and thence follow the meander of Hollinger Creek in a southeasterly direction to the center of Styx River, and thence continue southeasterly following the meander of Styx River to the

center of Perdido River, which serves as the dividing line between Baldwin County, Alabama and Escambia County, Florida;

BE IT FURTHER RESOLVED, That there be and hereby is levied by the County Commission of Baldwin County, Alabama, a tax of three (3) mills as a **SPECIAL DISTRICT SCHOOL TAX**, on each dollars worth of taxable property or other subjects of taxation within the boundaries of Baldwin County School Tax District No. 7, as the same is assessed by proper officials for taxation for the year beginning October 1, 2019, and ending September 30, 2020, the said tax having been authorized at an election held in the Baldwin County School Tax District No. 7, on September 17, 2019, for said taxes to be levied and collected annually for a period of ten (10) years, a majority of those voting at such election having voted therefore, the same being authorized under the Third Amendment to the Constitution of the State of Alabama, Article XIX and the statues enacted thereunder and the said tax to be collected and paid over in the manner prescribed by law; said Baldwin County School Tax District No. 7 consists of that portion of Baldwin County which is defined on September 20, 2019 in Article 1(b) of Resolution 2019-115 of the Baldwin County Commission.

BE IT FURTHER RESOLVED, That there be and hereby is levied by the County Commission of Baldwin County, Alabama, a tax of three (3) mills as a **SPECIAL DISTRICT SCHOOL TAX**, on each dollars worth of taxable property or other subjects of taxation within the boundaries of Baldwin County School Tax District No. 9, as the same is assessed by proper officials for taxation for the year beginning October 1, 2019, and ending September 30, 2020, the said tax having been authorized at an election held in School Tax District No. 9, on September 17, 2019, for said taxes to be levied and collected annually for a period of thirty (30) years, a majority of those voting at such election having voted therefore, the same being authorized under the Third Amendment to the Constitution of the State of Alabama, Article XIX and the statues enacted thereunder and the said tax to be collected and paid over in the manner prescribed by law; said Baldwin County School Tax District No. 9 consists of that portion of Baldwin County which is defined on September 20, 2019 in Article 1(b) of Resolution 2019-114 of the Baldwin County Commission.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 4th day of February, 2020.

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Commissioner Billie Jo Underwood, Chairman

ATTEST:

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Wayne Dyess, County Administrator



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0695, **Version:** 1

**Item #:** BN1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

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### ITEM TITLE

Addition of Road to County Maintained Road List - 3<sup>rd</sup> Street from Boykin Boulevard to Kee Avenue

### STAFF RECOMMENDATION

Approve adding 3<sup>rd</sup> Street from Boykin Boulevard to Kee Avenue (Length - 0.12 miles) to the Baldwin County Maintained Road List.

### BACKGROUND INFORMATION

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

**Background:** 3<sup>rd</sup> Street is located in the Lillian area. This item was discussed during the January 16, 2020 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?**

N/A

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

**Additional comments:** N/A

### ADVERTISING REQUIREMENTS

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Highway Department add road to the County Maintained Road List.

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

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





# 3RD STREET







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0686, **Version:** 1

**Item #:** BN2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Joey Nunnally, P.E, County Engineer

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

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### ITEM TITLE

Bluewater Drive and Pine Drive - Amendment to a Request for an Attorney General's Opinion

### STAFF RECOMMENDATION

Take the following actions amending the request for an Attorney General's Opinion regarding the responsibility of Bluewater Drive and Pine Drive in the Town of Elberta:

- 1) Adopt and authorize the execution of Resolution #2020-058; and
- 2) Authorize the Chairman to execute correspondence to Steve Marshall, Alabama Attorney General; and
- 3) Approve and authorize the execution of any and all such other related documents by the Chairman necessary to authorize and affect the request of the above Attorney General's Opinion.

### BACKGROUND INFORMATION

**Previous Commission action/date:** June 4, 2019, BCC Regular Meeting - The Commission approved the following action related to a request for an Attorney General's Opinion regarding the responsibility of Bluewater Drive and Pine Drive in the Town of Elberta:

- 1) Adopted and authorized the execution of Resolution #2019-098; and
- 2) Authorized the Chairman to execute correspondence to Steve Marshall, Alabama Attorney General; and
- 3) Approved and authorized the execution of any and all such other related documents by the Chairman necessary to authorize and effect the request of the above Attorney General's Opinion.

**Background:** On June 4, 2019, an Attorney General's Opinion was requested to determine the responsibility of Bluewater Drive and Pine Drive in the Town of Elberta.

As of this date, the Attorney General has not issued an opinion. The County Attorney would like to

amend the initial request and submit two additional issues for an Attorney General's opinion. A resolution is needed to add the additional issues.

### **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 has prepared resolution and, upon Commission approval, will deliver to Attorney General.

**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 have Chairman sign resolution and letter. County Attorney will send to Attorney General with copy provided to Administration Department and Highway Department.

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

Address correspondence to:

Mr. Steve Marshall  
Alabama Attorney General  
P.O. Box 300152  
Montgomery, Alabama 36130-0152

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

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

**RESOLUTION NO. 2020-058**

**RESOLUTION OF THE COUNTY COMMISSION OF  
BALDWIN COUNTY, ALABAMA**

**WHEREAS**, by resolution dated June 4, 2019, the Baldwin County Commission approved, authorized and directed the Attorney for the Baldwin County Commission to request an opinion from the Office of the Attorney General for the State of Alabama regarding the following issues:

1. Pursuant to the 2015 amendment of Ala. Code § 11-49-80, are Bluewater Drive and Pine Drive “county-maintained streets” within the meaning of Ala. Code § 11-49-80(a)(1) because the County had the “authority or responsibility to control, manage, supervise, regulate, repair, maintain, or improve” Bluewater Drive and Pine Drive during the one-year period preceding their annexation into the Town of Elberta?

2. If the answer to the foregoing is in the affirmative, is the Town of Elberta required to assume responsibility of Bluewater Drive and Pine Drive because they are within the municipal limits of the Town of Elberta and they were “County maintained streets” for the one-year period preceding their annexation into the Town of Elberta?

3. In the event that the 2015 amendment of Ala. Code § 11-49-80 is inapplicable, is the Town of Elberta still required to assume responsibility of Bluewater Drive and Pine Drive because the County did control, manage, supervise, regulate, repair, maintain, and improve Bluewater Drive and Pine Drive for a period of one year prior to the effective date of the annexation?

**WHEREAS**, on or around June 4, 2019, the Baldwin County Commission submitted its request to the Office of the Attorney General for the State of Alabama for an opinion on the issues above;

**WHEREAS**, as of the date of this Resolution, the Office of the Attorney General for the State of Alabama has not yet issued an opinion on any of the issues described above; and

**WHEREAS**, the Baldwin County Commission desires to amend its Request for an Attorney General Opinion dated June 4, 2019, to request an opinion on the two additional issues set forth below.

**BE IT RESOLVED** by the Baldwin County Commission, in regular session assembled, that the Baldwin County Commission hereby approves, authorizes and directs the Attorney for the

Baldwin County Commission to amend its Request for an Attorney General Opinion dated June 4, 2019, to request an opinion on the following two additional issues:

4. **In the event that Ala. Code § 11-49-80 does not require the Town of Elberta to assume responsibility of Bluewater Drive and Pine Drive, does Alabama law otherwise place the responsibility for control, management, supervision, regulation, repair, maintenance or improvement upon the County given the language of Ala. Code § 11-49-80(c)?**

5. **If the answer to Question 4 is in the negative, is the County required to provide any additional control, management, supervision, regulation, repair, maintenance or improvement of Bluewater Drive or Pine Drive beyond that which it has to date?**

**BE IT FURTHER RESOLVED**, that these questions are ones which the public is materially and primarily interested and that there are sufficient facts showing the nature and character of the questions which make the advice sought necessary to the present performance of some official act incumbent upon the Baldwin County Commission to perform.

**DONE** under the seal of the County of Baldwin, at the county seat in Bay Minette, Alabama, on this the 4<sup>th</sup> day of February, 2020.

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, BILLIE JO UNDERWOOD, Chairman of the Baldwin County Commission, do hereby certify that the foregoing is a true and correct copy of a resolution of the Baldwin County Commission adopted at its meeting on February 4, 2020, and that the same is in full force and effect.

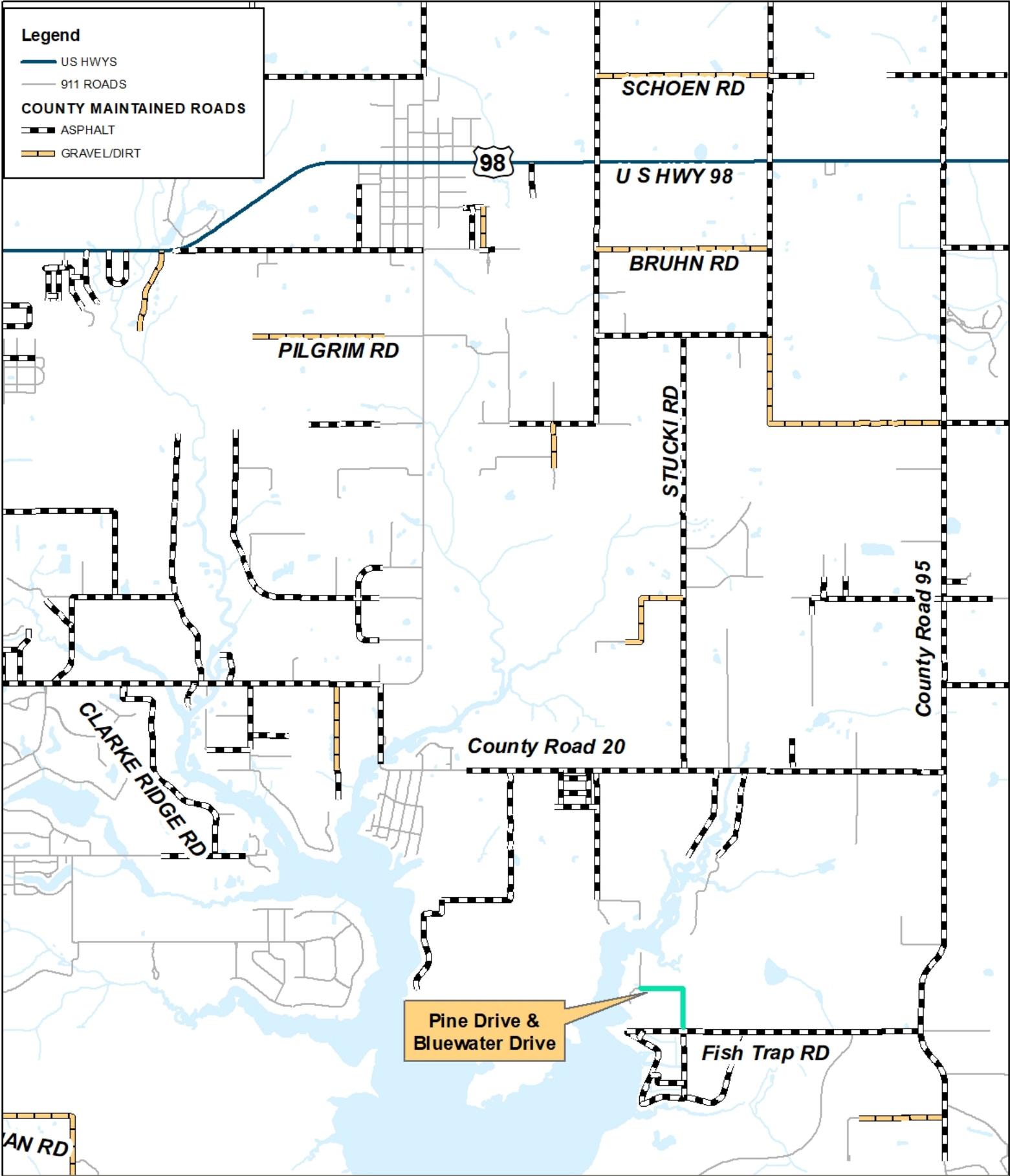
WITNESS my hand and seal 4<sup>th</sup> day of February, 2020.

**BALDWIN COUNTY COMMISSION**

By: \_\_\_\_\_  
BILLIE JO UNDERWOOD  
Its: Chairman

ATTEST:

\_\_\_\_\_  
WAYNE DYESS  
County Administrator





**Legend**

LAND PARCELS

911 ROADS

**COUNTY MAINTAINED ROADS**

ASPHALT

GRAVEL/DIRT

**CITY LIMITS**

Elberta



**Pine Drive & Bluewater Drive  
Site Map**

0 0.045 0.09 0.135 0.18  
Miles







## COUNTY COMMISSION

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

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

June 4, 2019

Mr. Steve Marshall  
Alabama Attorney General  
Post Office Box 300152  
Montgomery, Alabama 36130-0152

**RE: Request for Attorney General's Opinion  
by the Baldwin County Commission**

Dear Attorney General Marshall:

I am writing this letter on behalf of the Baldwin County Commission regarding whether the Town of Elberta has the authority or responsibility to maintain Bluewater Drive and Pine Drive which were annexed into the municipal limits of the Town of Elberta in 2005.

### GOVERNING LAW

Section 11-49-80, *Code of Alabama*, 1975, relates to the authority over or responsibility for streets and roads within a municipality maintained by the county. Subsection (c) of § 11-49-80 provides that:

the annexation of unincorporated territory into a municipality, after July 7, 1995, shall result in the municipality assuming responsibility for all public streets lying within the territory annexed, provided the public streets were **county-maintained streets** for a period of one year prior to the effective date of the annexation. (emphasis added).

Section 11-49-80, *Code of Alabama*, was amended in 2015 and the amendment provided the following definition of what constitutes a "County-maintained street":

(1) COUNTY-MAINTAINED STREET. A public street, road, or bridge that the county commission has the **authority or responsibility** to control, manage, supervise, regulate, repair, maintain, or improve. (emphasis added).

Ala. Code § 11-49-80(a)(1).



## **FACTUAL BACKGROUND**

Bluewater Drive and Pine Drive are roads wholly located within the corporate limits of the Town of Elberta in Baldwin County, Alabama. The Town of Elberta was incorporated in or around 1952. The Town of Elberta annexed the area around and including Bluewater Drive and Pine Drive in 2005.

### **PRE-ANNEXATION.**

1. In December 1987, Baldwin County (the "County") was conveyed a "right-of-way easement for the purposes of a public road" over and across Bluewater Drive and Pine Drive (the "Right-of-Way Easement"). Said easement is recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Real Property Book 307, Page 809, and a copy is attached hereto as Exhibit "A".
2. In 1996, upon the request of neighboring residents, the County performed a one-time maintenance on Bluewater Road to grade, pull ditches and cut back the right-of-way. (See copy of Minutes of Meeting of Baldwin County Commission attached hereto as Exhibit "B").
3. As of May 7, 1996, the County had not accepted Bluewater Drive or Pine Drive for maintenance per its Acceptance for Maintenance Policy. (See copy of Maintenance Policy and Minutes of Meeting of Baldwin County Commission attached hereto as Exhibit "C" and Exhibit "B", respectively).

### **ANNEXATION INTO THE TOWN OF ELBERTA.**

By Ordinance of the Town of Elberta dated October 18, 2005, Bluewater Drive and Pine Drive were annexed into the corporate limits of the Town of Elberta. (A copy of the annexation ordinance is attached hereto as Exhibit "D").

### **POST-ANNEXATION.**

**County Grants Licenses for Others to Maintain and Improve.** In 2013-2014, the County entered into two License Agreements with a neighboring developer and property owners granting them a revocable, non-exclusive, temporary license to maintain Bluewater Drive and Pine Drive and to install certain improvements. Both of these license agreements are still active.

1. License Agreement No. 13003 (Bluewater Drive and Pine Drive):
  - On February 27, 2013, the County entered into License Agreement No. 13003 granting the developer of The Hammock-Phase 2 Subdivision,

which was to abut Bluewater Drive, and its property owners a revocable, non-exclusive, temporary license to maintain Bluewater Drive and Pine Drive and to construct a turnout on Bluewater Drive for the subdivision, and to also install a stop sign at the intersection of Bluewater Drive and Yucatan Lane.

- The County entered into License Agreement No. 13003 at the request of neighboring property owners after the Town of Elberta would not approve their subdivision since it was not accessed by a right-of-way that was up to the County's or the Town of Elberta's specifications. (See February 5, 2013 letter to County from Schlinkert (developer of The Hammock Phase 2 Subdivision)).
- In License Agreement No. 13003, the County reserved all powers and rights to regulate use of Bluewater Drive and Pine Drive and the property owners acknowledged that Bluewater Drive and Pine Drive remained public property and that The License Agreement was for a one-year term with annual renewals.
- The License Agreement contained the following provision:

20. Licensor not Responsible for Maintenance. The licensor has not accepted, or undertaken to maintain, the Property or any streets, roadways or improvements constructed thereon, and the Licensor expressly states that it will not be responsible for the maintenance of the Property, or any streets, roadways or improvements constructed thereon. Furthermore, nothing set forth in this Agreement shall be construed or interpreted by any party as the Licensor accepting, or undertaking, to maintain the Property or any streets, roadways or improvements constructed thereon.

- A copy of License Agreement No. 13003 is attached hereto as Exhibit "E".
- On the Plat of The Hammock Phase 2 Subdivision, recorded on Slide 2497-C in the Office of the Judge of Probate of Baldwin County, Alabama, on December 4, 2013, it states that Bluewater Drive and Pine Drive are "NOT CURRENTLY MAINTAINED BY THE TOWN OF ELBERTA OR BALDWIN COUNTY." A copy of said plat is attached hereto as Exhibit "F".

2. License Agreement No. 14003 (Pine Drive):

- On April 22, 2014, the County entered into License Agreement No. 14003 permitting Priority One, LLC a revocable, non-exclusive, temporary license to install on Pine Drive a residential turnout with a 24" culvert and to install erosion control and to maintain the same following installation of said improvements.

- In the License Agreement, Priority One, LLC acknowledged that Pine Drive and the improvements it installed thereon to be public property.
- The License Agreement provides that the County is the owner of Pine Drive and refers to it as a “non-maintained right-of-way”.
- This License Agreement does NOT contain Paragraph 20 quoted above.
- A copy of License Agreement No. 14003 is attached hereto as Exhibit “G”.


**County Denial of Permit to Locate Facilities.** On August 28, 2018, the County failed to approve Baldwin County Sewer Service’s request for a permit to locate its facilities, specifically sewer force mains (SFM) and SFM extensions, across or along Bluewater Drive and Pine Drive. The County’s reason for failing to approve the permit was that Bluewater Drive and Pine Drive were located within the municipal limits of the Town of Elberta and should be maintained by the Town of Elberta pursuant to Ala. Code § 11-49-80.

### **SPECIFIC QUESTIONS**

1. Pursuant to the 2015 amendment of Ala. Code § 11-49-80, are Bluewater Drive and Pine Drive “county-maintained streets” within the meaning of Ala. Code § 11-49-80(a)(1) because the County had the “authority or responsibility to control, manage, supervise, regulate, repair, maintain, or improve” Bluewater Drive and Pine Drive during the one-year period preceding their annexation into the Town of Elberta?
2. If the answer to the foregoing is in the affirmative, is the Town of Elberta required to assume responsibility of Bluewater Drive and Pine Drive because they are within the municipal limits of the Town of Elberta and they were “County maintained streets” for the one-year period preceding their annexation into the Town of Elberta?
3. In the event that the 2015 amendment of Ala. Code § 11-49-80 is inapplicable, is the Town of Elberta still required to assume responsibility of Bluewater Drive and Pine Drive because the County did control, manage, supervise, regulate, repair, maintain, and improve Bluewater Drive and Pine Drive for a period of one year prior to the effective date of the annexation?

Your assistance in answering these questions will be greatly appreciated. If you need any additional information, or if we can be of any further assistance, please let us know.

Sincerely,

  
 CHARLES F. GRUBER, Chairman  
 Baldwin County Commission

STATE OF ALABAMA     )  
                                      )  
COUNTY OF BALDWIN    )

**RESOLUTION NO. 2019-098**

**RESOLUTION OF THE COUNTY COMMISSION OF  
BALDWIN COUNTY, ALABAMA**

**BE IT RESOLVED** by the Baldwin County Commission, in regular session assembled, that the Baldwin County Commission hereby approves, authorizes and directs the Attorney for the Baldwin County Commission to request an opinion from the Office of the Attorney General for the State of Alabama regarding the following issues:

1. Pursuant to the 2015 amendment of Ala. Code § 11-49-80, are Bluewater Drive and Pine Drive “county-maintained streets” within the meaning of Ala. Code § 11-49-80(a)(1) because the County had the “authority or responsibility to control, manage, supervise, regulate, repair, maintain, or improve” Bluewater Drive and Pine Drive during the one-year period preceding their annexation into the Town of Elberta?

2. If the answer to the foregoing is in the affirmative, is the Town of Elberta required to assume responsibility of Bluewater Drive and Pine Drive because they are within the municipal limits of the Town of Elberta and they were “County maintained streets” for the one-year period preceding their annexation into the Town of Elberta?

3. In the event that the 2015 amendment of Ala. Code § 11-49-80 is inapplicable, is the Town of Elberta still required to assume responsibility of Bluewater Drive and Pine Drive because the County did control, manage, supervise, regulate, repair, maintain, and improve Bluewater Drive and Pine Drive for a period of one year prior to the effective date of the annexation?

**BE IT FURTHER RESOLVED**, that this question is one in which the public is materially and primarily interested and that there are sufficient facts showing the nature and character of the question which make the advice sought necessary to the present performance of some official act incumbent upon the Baldwin County Commission to perform.

**DONE** under the seal of the County of Baldwin, at the county seat in Bay Minette, Alabama, on this the 4th day of June, 2019.

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, CHARLES F. GRUBER, Chairman of the Baldwin County Commission, do hereby certify that the foregoing is a true and correct copy of a resolution of the Baldwin County Commission adopted at its meeting on June 4, 2019, and that the same is in full force and effect.

WITNESS my hand and seal 4<sup>th</sup> day of June, 2019.

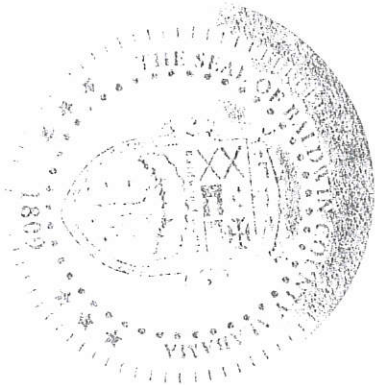
**BALDWIN COUNTY COMMISSION**

By: Charles F. Gruber  
CHARLES F. GRUBER  
Its: Chairman

ATTEST:

Wayne Dyess

WAYNE DYESS  
County Administrator







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0681, **Version:** 1

**Item #:** BN3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

**Submitted by:** Kristen Rawson, Office Manager

---

### ITEM TITLE

Case No. S-16047 - Silver Lake Subdivision - Road Acceptance

### STAFF RECOMMENDATION

Take the following actions regarding Subdivision Case No. S-16047 - Silver Lake Subdivision in Maintenance Area 200:

1) Accept the following subdivision road for maintenance and authorize said road to be added to the County Maintenance Road List:

<u>Road Name</u>	<u>Length</u>	<u>Asphalt Width</u>	<u>Curbing(Y/N)</u>
Enchantment Lane	1229 ft	20	Y

2) Approve and authorize the Chairman to execute the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accept the Surety Document from Fidelity and Deposit Company on behalf of Ammons & Blackmon Construction, LLC in the amount of \$99,951.60 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and "As-Built" construction plans.

### BACKGROUND INFORMATION

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

**Background:** On December 5, 2019, the Baldwin County Highway Department approved the Final and "As-Built" Construction Plans for Silver Lake Subdivision (County Case S-16047) located in Silverhill. The required improvements have been inspected and are in accordance with the Subdivision Regulations.

*The Baldwin County Subdivision Regulations, Article §7.4.2 - Maintenance Surety Document,* 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 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, of 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:** N/A

**Additional comments:** Standard Subdivision Roadway and Drainage Improvement Acceptance Agreement used as previously approved by County Attorney (01/09/2020).

**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 Commission Chairman and County Administrator execute Subdivision Roadway Acceptance Agreement and return signed document to Kristen Rawson (Highway Department). Appropriate Highway Department Personnel will be notified to begin maintenance.

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

Please send correspondence to the following:

Contact:

Guilford J. Barnard

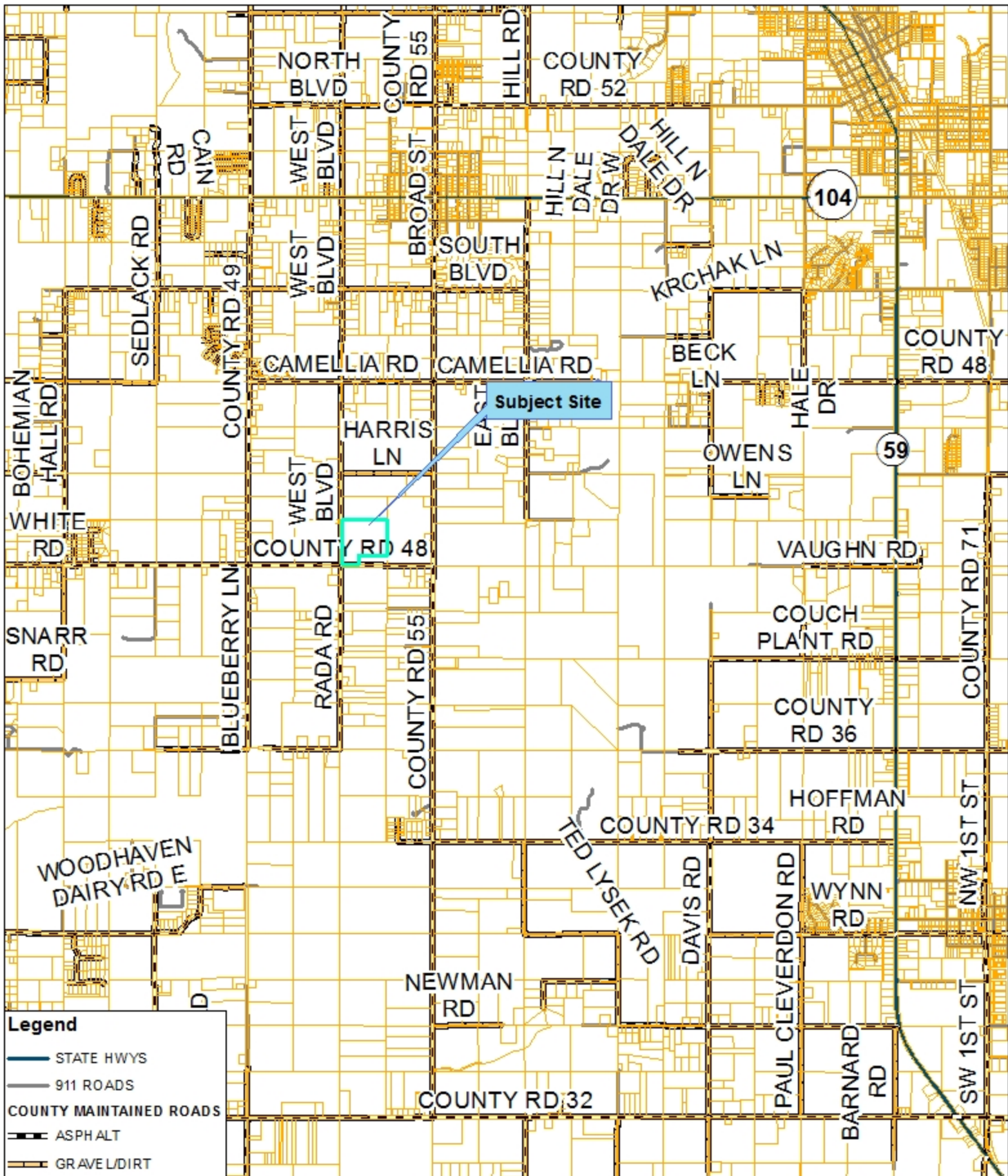
Barnard Properties, LLC

16707 Barnard Road

Summerdale, Alabama 36580

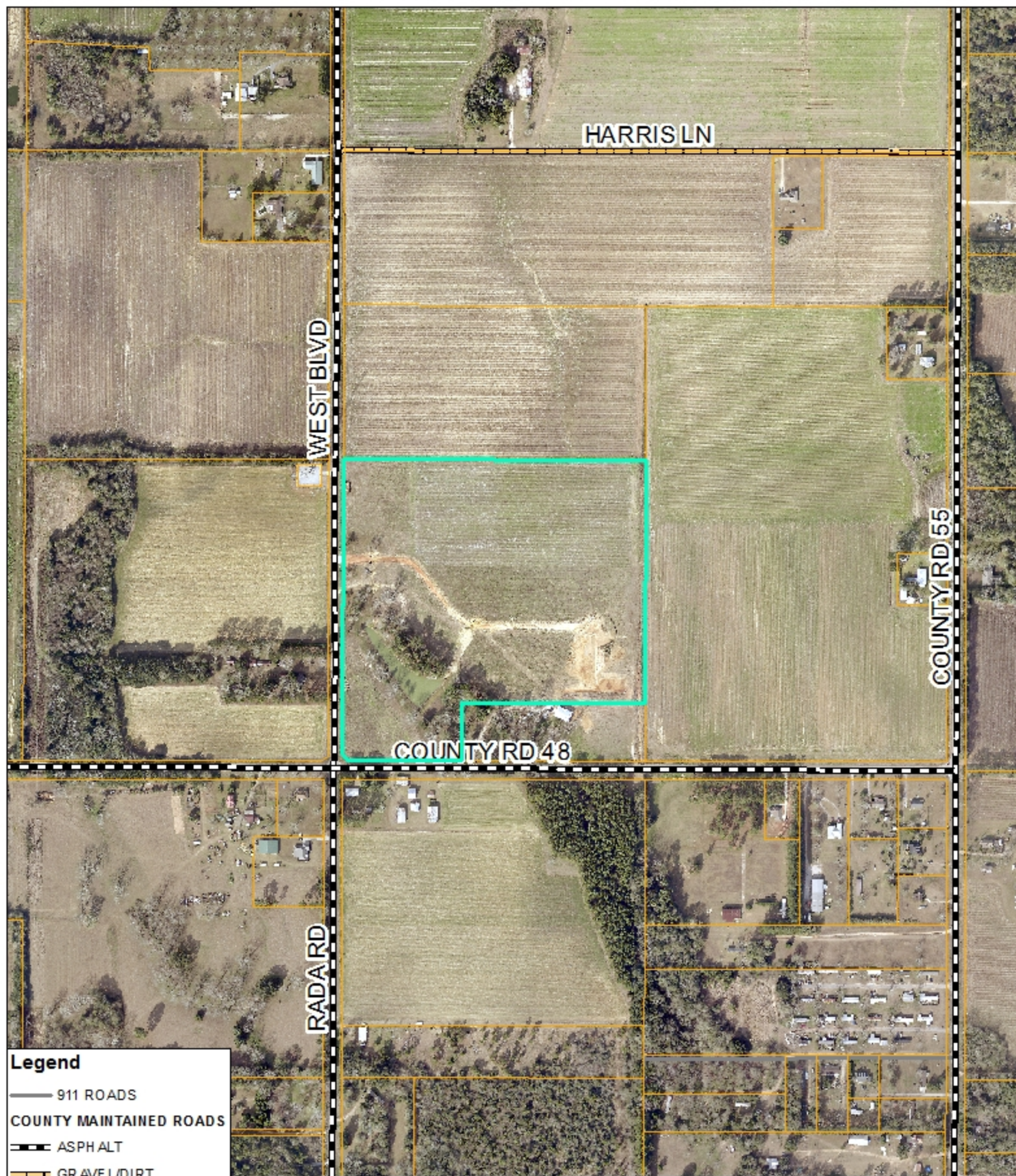
**Additional instructions/notes:** N/A





**S-16047 Silver Lake Subdivision  
Vicinity Map**





## S-16047 Silver Lake Subdivision Site Map





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 Barnard Properties LLC, Ammon & Blackmon (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 Silver Lake (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. 2709-B on the 20th day of December, 2019, 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):

<u>Roadway Name</u>	<u>Centerline Length of Roadway (feet)</u>	<u>Asphalt Width (feet)</u>	<u>Curbing Y/N</u>
<u>Enchantment Ln.</u>	<u>1229 LF</u>	<u>20'</u>	<u>Yes</u>

(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 of 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 any right-of-way subject hereto; furthermore, the County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine the sufficiency of any conducted repairs 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 Maintenance Bond, Irrevocable Standby Letter of Credit, or other approved form of surety document (Exhibit B) in the amount of \$ 99,951.60 made payable to the Baldwin County Commission on behalf of Ammons & Blackman Co. (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, 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 entity 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. If 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), then 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 (24) 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 in 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:

Address:

Telephone Number:

Barnard Properties, LLC  
Guilford J. Barnard  
16707 Barnard Rd Summerdale, AL 36580  
251-989-6613

DEVELOPER:

Address:

Telephone Number:

Same

CONTRACTOR:

Address:

Telephone Number:

Ammons and Blackmon Construction LLC  
PO Box 7486  
Spanish Fort, AL 32577  
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)



Barnard Properties LLC  
Owner Company Name

GUILFORD J. BARNARD OWNER  
OWNER-(print) / Title

Guilford J. Barnard 1 12/4/2019  
OWNER (signature) /Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Alaina Ammons, Notary Public in and for said County, in said State, hereby certify that Guilford Barnard (individual's name), whose name as owner of Barnard Properties LLC, 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 4<sup>th</sup> day of Dec, 2019.

Alaina Ammons My Commission Expires  
NOTARY PUBLIC October 1, 2022

Developer Company Name

\_\_\_\_\_  
DEVELOPER-(print) / Title

\_\_\_\_\_  
DEVELOPER (signature) /Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ (individual's name), whose name as \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Ammons and Blackmon Construction LLC

Contractor Company Name

Ken Irwin / Project Manager  
CONTRACTOR (print) / Title  
[Signature] / 12/4/2019  
CONTRACTOR (signature) / Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Melina Ammons, Notary Public in and for said County, in said State, hereby certify that Ken Irwin (individual's name), whose name as Project Manager of Ammons & Blackmon Const. 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 4th day of Dec, 20 19.

[Signature]  
NOTARY PUBLIC My Commission Expires:  
October 1, 2022

Baldwin County Commission

\_\_\_\_\_  
Baldwin County Commission Chairman / Date

ATTEST:

\_\_\_\_\_  
County Administrator / Date

**L. E. STIFFLER, Engineer, LLC**  
**309 West Laurel Avenue**  
**Foley, Alabama 36535**

**855-943-8501**  
**251-262-2474 (FAX)**  
**randy@lesengr.com**

04 December 2019

Baldwin County Planning and Zoning  
22070 Highway 59  
Robertsdale, AL 36567

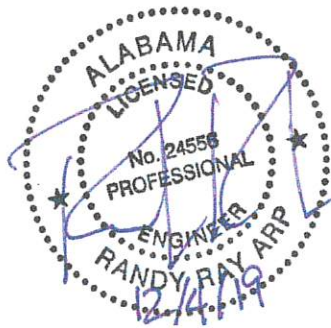
RE: Silver Lake Bond Estimate

The attached estimate is based on contracts and item pricing. The total estimate for the bond valuation is \$249,879. In my qualified opinion it accurately reflects the costs of the subdivision improvements.

Please see the itemize estimate attached.

Sincerely,

Randy R. Arp P.E.  
Alabama 24556



**L. E. STIFFLER, Engineer, LLC**  
**309 West Laurel Avenue**  
**Foley, Alabama 36535**

**855-943-8501**  
**251-262-2474 (FAX)**  
**randy@lesengr.com**

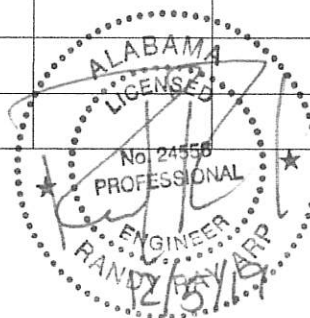
05 December 2019

Seth Peterson, P.E. Permit/Subdivision Manager  
 Baldwin County Highway Department - Permit Division

RE: Silver Lake Bond Estimate (Exh. A)

Item	Quantity	Unit	Installed Cost
Roadway Undercut	*	n/a	27,938.00
Lower 4" Sand/Clay Base	*	n/a	9,900.00
Upper 4" Sand/Clay Base	*	n/a	9,900.00
Asphalt Wearing Surface	*	n/a	44,540.00
Curb and Gutter	*	n/a	34,710.00
Concrete Inlet Basin Covers	6	n/a	18,000.00
Loose Rip Rap, Class 2	*	n/a	1,216.00
30" CCP & Headwall	*	n/a	15,714.00
Subtotal From Final Contract			161,918.00
Catch Basin Inlet Boxes (no covers)	6	ea	15,000.00
Culvert Headwalls	10	ea	13,500.00
15" Reinforced Concrete Pipe	40	LF	1,600.00
18" Reinforced Concrete Pipe	336	LF	18,480.00
24" Reinforced Concrete Pipe	160	LF	11,200.00
18" CCP	342	LF	13,680.00
15" CCP	300	LF	10,500.00
Weir Outlet	1	ea	4,000.00
Subtotal from Initial Work			87,960.00
Total Estimate			249,879.00
Engineers Bond Estimate (2yrs @ 40%)			99,951.60

Randy R. Arp P.E.  
 Alabama 24556



\* Licensed Professional Engineer \* Planner \* Construction Manager \* Job #160321

**MAINTENANCE BOND**

**BOND NUMBER -** [REDACTED]

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 COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA** in the sum of (\$ 99,951.60) Ninety-Nine Thousand, Nine-Hundred Fifty-One Dollars and 60/100. lawful money of the United States of America, to be paid to the said: **BALDWIN COUNTY 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 be 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, duly attested by its Attorney-in-Fact this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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 **Silver Lake Subdivision**.

(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:



Contractor or Owner: **Ammons & Blackmon Construction, LLC.**

By: 



COUNTERSIGNED

Surety: **Fidelity and Deposit Company of Maryland**

By: 

Maria A. Davison, 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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, 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 25th day of June, A.D. 2019.

**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

Vice President  
Robert D. Murray

**State of Maryland**  
County of Baltimore

On this 25th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, 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, 2023



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

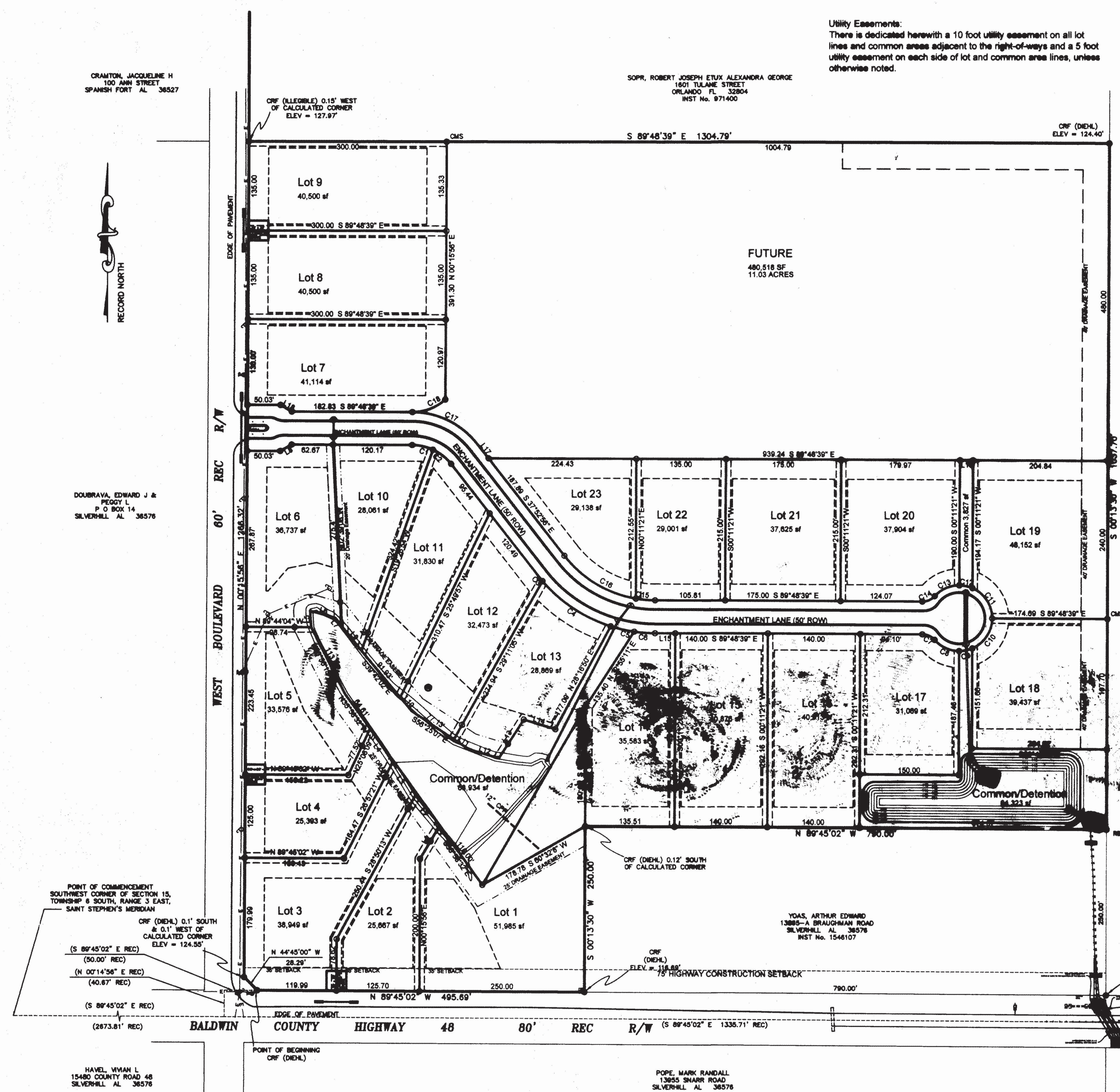


Brian M. Hodges, Vice President

### TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056





CERTIFICATE OF APPROVAL BY THE ELECTRIC UTILITY  
BALDWIN EMC

The undersigned, as authorized by the Baldwin EMC hereby approves the within plat for the recording of same in the Probate Office of Baldwin County, Alabama, this 9th day of December, 2019.

*[Signature]*  
(authorized signature)

CERTIFICATE OF APPROVAL BY THE SEWER UTILITY  
BALDWIN COUNTY SEWER SERVICE

The undersigned, as authorized by the Baldwin County Sewer Service hereby approves the within plat for the recording of same in the Probate Office of Baldwin County, Alabama, this 9th day of December, 2019.

*[Signature]*  
(authorized signature)

CERTIFICATE OF APPROVAL BY THE COMMUNICATION UTILITY  
POINT BROAD BAND

The undersigned, as authorized by Point Broadband hereby approves the within plat for the recording of same in the Probate Office of Baldwin County, Alabama, this 10th day of December, 2019.

*[Signature]*  
(authorized signature)

CERTIFICATE OF APPROVAL BY THE  
BALDWIN COUNTY E-911 ADDRESSING

The undersigned, as authorized by the Baldwin County E-911 Board, hereby approves the road names as depicted on the within plat and hereby approves the within plat for the recording of same in the Probate Office of Baldwin County, Alabama, this 5th day of December, 2019.

*[Signature]*  
Authorized Signature

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD
C1	75.00	32.61	24°54'33"	16.58	32.35
C2	75.00	36.37	27°01'10"	18.02	36.04
C3	225.00	9.90	02°31'18"	4.95	9.90
C4	225.00	125.83	32°02'35"	64.61	124.20
C5	225.00	36.57	9°18'46"	18.33	36.53
C6	225.00	31.62	08°03'04"	15.83	31.56
C7	25.00	21.03	48°11'23"	11.18	20.41
C8	50.00	42.05	48°11'23"	22.38	40.82
C9	50.00	20.58	23°34'41"	10.44	20.43
C10	50.00	57.96	66°26'19"	32.73	54.77
C11	50.00	57.96	66°26'19"	32.73	54.77
C12	50.00	20.58	23°34'41"	10.44	20.43
C13	50.00	42.05	24°54'33"	16.58	32.35
C14	25.00	21.03	48°11'23"	11.18	20.41
C15	175.00	28.33	66°26'19"	32.73	54.77
C16	175.00	129.28	42°19'34"	67.78	126.38
C17	125.00	113.29	51°55'43"	60.87	109.45
C18	75.00	54.58	41°41'43"	28.56	53.38

UTILITY EASEMENTS:  
There is dedicated herewith a 10 foot utility easement on all lot lines and common areas adjacent to the right-of-ways and a 5 foot utility easement on each side of lot and common area lines, unless otherwise noted.

LEGEND  
CMB - 4" DIAMETER CONCRETE MONUMENT SET  
CRF - 6" DIAMETER REBAR, WITH PLASTIC CAP, FOUND  
CPP - CORRUGATED PLASTIC PIPE  
E - ELECTRIC SERVICE TRANSFORMER PAD  
GUY WIRE/ANCHOR  
INST - RECORDING INSTRUMENT NUMBER  
RWB - 5/8" DIAMETER REBAR FOUND  
S - TELEPHONE SPLICER BOX  
TOP - TERRA COTTA PIPE  
UT - UTILITY POLE  
W - WATER WELL

Common Driveways:  
The portion of the common driveway outside the public right-of-way as shown hereon is private and will not be maintained by Baldwin County.

SITE DATA:  
ACREAGE IN TOTAL TRACT: 34.03 ACRES  
SMALLEST LOT SIZE: 28,363 SF  
TOTAL NUMBER OF LOTS: 23  
LINEAR FEET IN STREETS: 1229 LF  
MINIMUM BUILDING SETBACKS:  
FRONT: 28 FT  
REAR: 30 FT  
SIDE: 10 FT  
DRAINAGE EASEMENT: 7' ALONG LOT LINES  
ZONING DISTRICT: N/A  
ZONING CLASSIFICATION: N/A  
FLOOD ZONE: X

UTILITIES:  
ELECTRICAL: BALDWIN EMC  
COMMUNICATION: POINT BROAD BAND  
WATER: INDIVIDUAL WELLS  
SEWER: BALDWIN COUNTY SEWER SERVICES

OWNER'S DEDICATION  
I, We, Bernard Properties, as proprietor(s), have caused the land embraced in the within plat to be surveyed, laid out and platted to be known as Silver Lake, a part of Section 15, Township 6-South, Range 3-East, Baldwin County, Alabama, and that the (Streets, Drives, Alleys, Easements, etc.) as shown on said plat are hereby dedicated to the use of the public.

NOTE:  
LOTS 6 AND 7 SHALL ONLY HAVE ACCESS TO ENCHANTMENT LANE. NO ACCESS TO WEST BOULEVARD.

NOTARY PUBLIC  
MAY 2019  
NOTARY PUBLIC

ACKNOWLEDGMENT  
STATE OF ALABAMA  
COUNTY OF BALDWIN  
I, Notary Public in and for said County, in said State, hereby certify that Guilford Barnard, whose name as Owner of the Barnard Properties, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, 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 10th day of December, 2019.

NOTARY PUBLIC  
MAY 2019  
NOTARY PUBLIC

CERTIFICATE OF APPROVAL BY THE  
COUNTY ENGINEER  
The undersigned, as County Engineer of Baldwin County, Alabama, hereby approves the within plat for the recording of same in the Probate Office of Baldwin County, Alabama, this 19th day of December, 2019.

County Engineer  
J. D. Smith  
J. D. Smith

CERTIFICATE OF APPROVAL BY THE  
BALDWIN COUNTY PLANNING AND ZONING COMMISSION  
The undersigned, as of Baldwin County Planning and Zoning Commission, hereby certifies that, at its meeting of November 3, 2019, the Baldwin County Planning and Zoning Commission approved the within plat for the recording of same in the Probate Office of Baldwin County, Alabama, this 16th day of December, 2019.

Baldwin County Planning and Zoning Commission  
By: [Signature]  
Its: Chairman

CERTIFICATE OF THE BALDWIN COUNTY PLANNING DIRECTOR  
The undersigned, as Director of the Baldwin County Planning and Zoning Department, hereby approves the within plat for the recording of same in the Probate Office of Baldwin County, Alabama, this 16th day of December, 2019.

Planning Director  
[Signature]

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD
C1	75.00	32.61	24°54'33"	16.58	32.35
C2	75.00	36.37	27°01'10"	18.02	36.04
C3	225.00	9.90	02°31'18"	4.95	9.90
C4	225.00	125.83	32°02'35"	64.61	124.20
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C16	175.00	129.28	42°19'34"	67.78	126.38
C17	125.00	113.29	51°55'43"	60.87	109.45
C18	75.00	54.58	41°41'43"	28.56	53.38

LINE	BEARING	DISTANCE
L1	N 30°46'40" E	58.19
L2	N 35°58'32" W	60.00
L3	N 15°58'32" W	73.00
L4	N 5°58'32" W	60.00
L5	N 0°03'11" W	24.57
L6	S 1°23'07" E	36.53
L7	S 36°45'56" E	14.54
L8	S 60°13'38" E	20.02
L9	N 38°45'56" W	49.23
L10	N 39°42'02" E	26.92
L11	N 56°25'07" W	27.00
L12	N 73°10'35" W	47.47
L13	S 32°36'11" W	66.73
L14	N 73°10'35" E	48.98
L15	N 89°48'39" W	30.78
L16	N 89°48'39" E	20.00
L17	S 37°52'56" E	28.05
L18	S 59°52'02" E	19.97

SURVEYOR'S CERTIFICATE AND DESCRIPTION OF PROPERTY  
STATE OF ALABAMA  
COUNTY OF BALDWIN  
I, William F. Raber, a licensed Surveyor of Baldwin County, Alabama, hereby certify that I have surveyed the property of the Barnard Properties, a Limited Liability Corporation, situated in Baldwin County, Alabama and described as follows:  
DESCRIPTION FOUND IN RECORDING INSTRUMENT No. 1541367:

COMMENCE AT A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SAINT STEPHEN'S MERIDIAN AND RUN THENCE SOUTH 89 DEGREE 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 2673.81 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE RUN NORTH 00 DEGREES 14 MINUTES 56 SECONDS EAST, A DISTANCE OF 40.67 FEET; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 1/2 INCH CAPPED REBAR (CA-0951-LS) AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF BALDWIN COUNTY HIGHWAY 48 AND THE EAST RIGHT OF WAY OF WEST BOULEVARD FOR THE POINT OF BEGINNING; THENCE RUN NORTH 44 DEGREES 45 MINUTES 00 SECONDS WEST, ALONG THE EAST RIGHT OF WAY OF SAID WEST BOULEVARD, A DISTANCE OF 28.29 FEET TO A 1/2 INCH CAPPED REBAR (CA-0951-LS); THENCE RUN NORTH 00 DEGREES 15 MINUTES 56 SECONDS EAST, ALONG THE EAST RIGHT OF WAY OF SAID WEST BOULEVARD, A DISTANCE OF 1285.32 FEET TO A 1/2 INCH CAPPED REBAR ON THE NORTH MARGIN OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 1304.79 FEET TO A 1/2 INCH CAPPED REBAR (CA-0951-LS) AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 30 SECONDS WEST, ALONG THE EAST MARGIN OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 1287.70 FEET TO A 1/2 INCH CAPPED REBAR (CA-0951-LS) ON THE NORTH RIGHT OF WAY OF SAID BALDWIN COUNTY HIGHWAY 48; THENCE RUN NORTH 89 DEGREES 45 MINUTES 02 SECONDS WEST A DISTANCE OF 1285.69 FEET TO THE POINT OF BEGINNING. SAID TRACT LIES IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.

LESS AND EXCEPT THAT PARCEL RECORDED IN INSTRUMENT No. 1546017:  
COMMENCE AT A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 3 EAST, SAINT STEPHEN'S MERIDIAN AND RUN THENCE SOUTH 89 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 2673.81 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; CONTINUE THENCE SOUTH 89 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 1335.71 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE RUN NORTH 00 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG THE EAST MARGIN OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, A DISTANCE OF 40.67 FEET TO A 1/2 INCH CAPPED REBAR (CA-0951-LS) ON THE NORTH RIGHT OF WAY OF BALDWIN COUNTY HIGHWAY 48, FOR THE POINT OF BEGINNING; CONTINUE THENCE NORTH 00 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG THE EAST MARGIN OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 250.00 FEET TO A 1/2 INCH CAPPED REBAR (CA-0951-LS); THENCE RUN NORTH 89 DEGREES 45 MINUTES 02 SECONDS WEST, A DISTANCE OF 790.00 FEET TO A 1/2 INCH CAPPED REBAR (CA-0951-LS); THENCE RUN SOUTH 00 DEGREES 13 MINUTES 30 SECONDS WEST, A DISTANCE OF 250.00 FEET TO A 1/2 INCH CAPPED REBAR (CA-0951-LS) ON THE NORTH RIGHT OF WAY OF SAID BALDWIN COUNTY HIGHWAY 48; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 790.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 4.53 ACRES, MORE OR LESS, AND LIES IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.

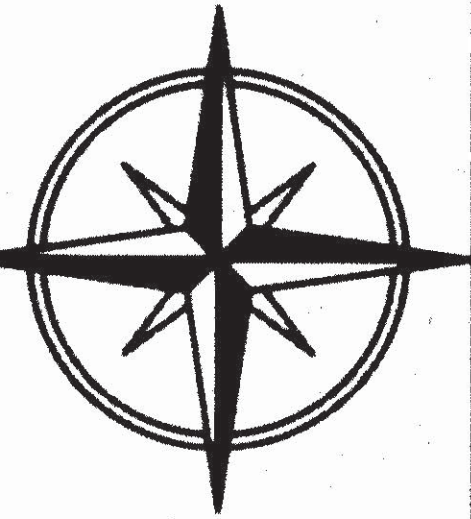
And that the plat or map contained hereon is a true and correct map showing the subdivision into which the property described is divided giving the length and bearings of the boundaries of each lot and easement and its number and showing the streets, alleys and public grounds and giving the bearings, length, width and names of the streets, said map further shows the relation of the land so platted to the Government Survey, and that permanent monuments have been placed at points marked thus (o) as hereon shown. I further certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice of land surveying in the State of Alabama to the best of my knowledge, information, and belief.

WITNESS my hand this 11th day of December, 2019.

Surveyor  
Alabama license # 19525  
LICENSED ENGINEER'S CERTIFICATE OF IMPROVEMENTS  
I, Randy R. Arp, a licensed Professional Engineer in the State of Alabama with a license number of 24556, hereby certify that I have designed the within improvements in conformity with applicable codes and laws and with the principles of good engineering practice including the drainage design requirements of the Baldwin County Subdivision Regulations. I further certify that I have provided oversight of the construction to my design, and that to the best of my knowledge and belief the within is a true and accurate representation of improvements as installed.

Engineer  
L.E. Stiffler, Engineer LLC  
Date  
12/11/2019

BALDWIN COUNTY, ALABAMA  
HARRY D. OLIVE, JR., PROBATE JUDGE  
Filed for: 12/20/2019 9:48 AM  
TOTAL: 38.00  
1 Page  
SLIDE 0002709-B  
FINAL PLAT



RRARPE  
L.E. STIFFLER,  
ENGINEER LLC  
309 W. LAUREL AVE.  
FOLEY, AL 36536  
855-943-8501  
251-262-2474 FAX  
randy@leengr.com

Silver Lake Subdivision  
GUILFORD & MARIAN BARNARD  
16707 BARNARD RD.  
SUMMERDALE, ALABAMA 36580  
GILHAR@GULFTEL.COM ~ 251.978.3817

RABER SURVEYING  
14813-A RABER ROAD  
SILVERHILL, AL 36576  
251-365-1800  
F. WILLIAM RABER, P.L.S. ALABAMA LICENSE No. 19525

JOB NUMBER:  
160321  
DATE:  
09.11.2019  
REVISION:  
12.03.2019  
SCALE:  
1" = 100'-0"  
SHEET NO.:  
01  
of  
01



## 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

SILVERLAKE

Subdivision:

(Name of 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.

RANDY ARP

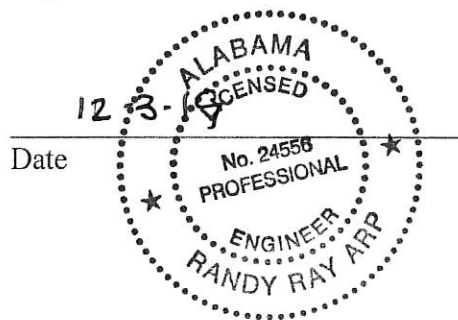
Project Engineer Name

[Signature]

Project Engineer Signature

AL 24556

Registration Number



Silver Lake

Subdivider Name

Barnard Properties LLC  
G. Melford G. Barnard

Subdivider Signature

12-5-2019

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

January 6, 2020

Joey Nunnally, P.E.  
County Engineer

**Subject: (S-16047) Silver Lake Subdivision – Final Plat**

Dear Mr. Nunnally:

The Final Plat of the above referenced development has been reviewed for compliance with the *Baldwin County Subdivision Regulations*. The development meets all requirements of the Baldwin County Subdivision Regulations.

Mary Booth  
Subdivision Coordinator

Cc: file



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0682, **Version:** 1

**Item #:** BN4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Audra E. Mize, Operations Support Specialist II

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### **ITEM TITLE**

Intergovernmental Service Agreement between Baldwin County and the City of Orange Beach for Routine Maintenance of Navy Road in Orange Beach City Limits

### **STAFF RECOMMENDATION**

Approve an Intergovernmental Service Agreement between the Baldwin County Commission and the City of Orange Beach for Area 300 Maintenance Crews to perform routine blading on Navy Road (1.00 mile) that lies within Orange Beach city limits for a period of twenty-four (24) months. The City of Orange Beach will be billed quarterly for the actual cost of the work performed. *(This agreement shall be effective upon full execution and terminate after twenty-four (24) months, unless terminated by either party upon the delivery of a thirty (30) day notice of termination.)*

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** March 6, 2018 - BCC Regular Meeting

Approved an Intergovernmental Service Agreement between the Baldwin County Commission and the City of Orange Beach for Area 300 Maintenance Crews to perform routine blading on Navy Road (1.00 mile) that lies within Orange Beach city limits for a period of twenty-four (24) months. The City of Orange Beach will be billed quarterly for the actual cost of the work performed. (This agreement shall be effective upon full execution and terminate after twenty-four (24) months, unless terminated by either party upon the delivery of a thirty (30) day notice of termination.)

**Background:** N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** The City of Orange Beach will be billed quarterly for the actual cost of all work performed.

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

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

**LEGAL IMPACT**

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

**Reviewed/approved by:** Brad Hicks, County Attorney (approved 01/7/2020) LOS

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration Staff have agreement executed by Chairman. Area 300 will schedule work.

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

Please send correspondence to:

**Contact:**

Mayor Tony Kennon  
City of Orange Beach  
4099 Orange Beach Blvd.  
Orange Beach, Alabama 36561

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

## **INTERGOVERNMENTAL SERVICE AGREEMENT**

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City of Orange Beach, Alabama (hereinafter “City”), as follows:

### **RECITALS**

**Whereas**, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

**Whereas**, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively “control”) certain public roads inside their respective jurisdictions; and

**Whereas**, with the consent of the City Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

**Whereas**, County and City acknowledge and agree that the road listed below, as identified and depicted on *Exhibit A* hereto, is situated inside the present incorporated municipal limits of City, and is a road over which City is responsible for and over which City exercises control; and

**Whereas**, the City has requested that the County assist the City in its efforts to maintain Navy Road (1.00 miles) which is inside Orange Beach City Limits, and the County agrees to perform routine blading, pursuant to the terms and conditions herein; and

**Whereas**, the City agrees to remit to the County any and all actual costs for labor and equipment incurred by County in its performance of this Agreement; and

**Whereas**, County and City now wish to enter into this Agreement to provide for the routine blading of Navy Road (1.00 mile) which is inside the City’s jurisdiction.

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

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide for the routine blading of Navy Road (1.00 mile) inside the corporate limits of the City.

3. **City Remains Owner of Right-of-Way:** The City, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over Navy Road specifically identified and depicted on *Exhibit A* hereto. The County shall obtain no rights, responsibilities or control over Navy Road as a result of this agreement or the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement. Nothing contained herein shall be construed to require or result in the County assuming responsibility for any public streets inside the City limits.
4. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
5. **Inapplicability to Roads Not Expressly Identified:** The parties acknowledge and agree that this Agreement does not address or affect, and that the parties do not intend by this Agreement to address or affect, the responsibility for or control of any road or road portion not expressly identified and depicted herein.
6. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder, and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties (“Effective Date”).
8. **Term:** The term of this Agreement shall be for twenty-four (24) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
9. **Services to be Performed by County:**
  - A. Perform routine blading of Navy Road (1.00 mile) when the County performs routine blading of other County maintained roads in the area.
  - B. Remit quarterly invoices to the City for actual costs incurred.  
**Note: County cannot sell bid item materials to the City.**
10. **Services to be Performed by City:**
  - A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to the Project and this Agreement.
  - B. Furnish and/or acquire all necessary property rights, including without limitation any necessary access and ownership rights, for access to the right-of-way without cost or liability to the County.



- C. Adjust and/or relocate all utilities for the project without cost to the County, if applicable.
- D. Promptly remit payment within 30 days of the receipt of invoice for all actual labor costs incurred by the County.
- E. Provide any materials necessary for the work.

11. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the other party. In the event of termination by either party, the City shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City: City of Orange Beach  
4099 Orange Beach Blvd.  
Orange Beach, Alabama 36561

To County: Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

12. **Indemnity:** City accepts the improvement, work, property, product and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of the improvements, work, property, product and services of the County. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product and services of the County or City. City agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons or damage to the personal property by reason of the condition of the improvements, work, property, product and services of the County or otherwise.

Furthermore, City shall defend, indemnify and hold County 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 in relation to the obligations hereunder.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense for the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City or in any way diminish any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
14. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.
15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer or other encumbrance signed by the parties.
17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to capacity, formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

**COUNTY:**  
BALDWIN COUNTY

\_\_\_\_\_/\_\_\_\_\_  
BILLIE JO UNDERWOOD / DATE  
CHAIRMAN

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
WAYNE DYESS / DATE  
COUNTY ADMINISTRATOR







# Exhibit A - City of Orange Beach - Navy Road







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0684, **Version:** 1

**Item #:** BN5

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** John Sedlack, Design Tech III

---

### **ITEM TITLE**

Intracoastal Waterway Boat Launch Design Project - Design Services

### **STAFF RECOMMENDATION**

Waive Baldwin County Commission Policy #9.10 - Engineering and Surveying Services and approve on-call consultant Volkert, Inc. to perform design services for the Intracoastal Waterway Boat Launch Design with design fees not to exceed \$399,931.00.

### **BACKGROUND INFORMATION**

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

December 3, 2019 - The Commission adopted Resolution #2020-038 amending the Fiscal Year 2020 Budget (Resolution #2019-144 adopted September 20, 2019) to authorize the movement of \$400,000.00 from General Fund (Fund 001) to Parks (Fund 144) for the design of the Intracoastal Waterway Boat Launch.

#### **Background:**

The Highway Department has selected Volkert Inc. to perform design services for the Intracoastal Waterway Boat Launch. The proposed fee of \$399,931.00 exceeds Commission Policy #9.10 - Engineering and Survey Services which has an On-Call limit of \$100,000.00.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$399,931.00

**Budget line item(s) to be used:** 0203120.5165

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

N/A

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Highway Department issue a notice to proceed to Volkert Inc. to begin Design Services.

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

N/A

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

**COMMISSION POLICY****POLICY #9.10****SUBJECT:** Engineering and Survey Services**DATE ADOPTED**  
February 19, 2008**PAGE (BCC MINUTES)**  
Page 26**OBSOLETE VERSIONS** *(Can be found in the Inactive Policy Book.)*  
**DATE ADOPTED**  
March 7, 2002**PAGE (BCC MINUTES)**  
Book 29, pg. 254**POLICY STATEMENT**

This policy establishes a uniform method for the acquisition of engineering and related services (surveying, geotechnical, etc.) for all Highway Department projects. This policy will allow the County Engineer to negotiate and initiate contracts and services in a more timely and efficient manner to expedite needed County engineering projects.

**PROCEDURAL REQUIREMENT**

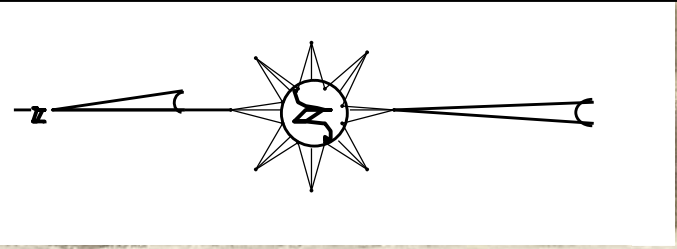
In order to carry out this policy, the following steps must be taken:

1. Estimated and budgeted services costs are less than or equal to \$100,000.00 (as estimated by County Engineer, and as budgeted in the current fiscal-year budget).
  - a) County Engineer selects a qualified consultant from an established list of “On-Call” contract consultants approved by the Commission. The consultant list and the “On-Call” contracts may be approved annually by the Commission or as desired. The County Engineer executes necessary work orders and notices to proceed, as provided by the terms of the approved contract.
2. Estimated services costs are greater than \$100,000.00 (as estimated by County Engineer).
  - a) County Engineer causes advertisement of Request for Qualifications (RFQ) for required services. Commission authority to advertise RFQ is not required.
  - b) County Engineer reviews responses to RFQ’s and ranks the three (3) most qualified firms.



- c) County Commission approves the most highly qualified firm and a contract with that firm to be negotiated by the County Engineer with a budgeted “not-to-exceed” fee amount. Upon County Engineer’s completion of the contract and fee negotiations, the County Commission executes the contract. Additional agenda action is not required as the Commission previously approved the contract subject to maximum fee and consulting firm.





2 MILLION OPTION	4 MILLION OPTION
DAY USE BOAT PARKING = 105	DAY USE BOAT PARKING = 447
PARKING AREA = 20	PARKING AREA = 68
BOAT RAMPS= 4	BOAT RAMPS= 12
GAZEBOS = 2	GAZEBOS = 11





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0692, **Version:** 1

**Item #:** BN6

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

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### **ITEM TITLE**

Refund Application Fee for Randolph Drive Vacation Request

### **STAFF RECOMMENDATION**

Authorize staff to refund the application fee in the amount of \$300.00 received from Margaret Craddock for the Randolph Drive Vacation request.

### **BACKGROUND INFORMATION**

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

**Background:** Documentation for the Randolph Vacation request is incomplete so a refund for the application fee will be sent to Ms. Craddock.

This item was discussed during the January 16, 2020 Road and Bridge meeting.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$300.00

**Budget line item(s) to be used:** Fund 111

**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 prepare correspondence notifying Ms. Craddock of Commission action taken. Accounting prepare a refund check in the amount of \$300.00 payable to Ms. Craddock.

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

Send correspondence to:

Ms. Margaret Craddock  
1749 Harbert Avenue  
Memphis, Tennessee 38104-5113

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0698, **Version:** 1

**Item #:** BO1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Ron Ballard, Juvenile Detention Center Director

**Submitted by:** Ron Ballard, Juvenile Detention Center Director

---

### **ITEM TITLE**

Department of Youth Services (DYS) Part 1 and Part 2 Grant/Subsidy Agreement Fiscal Year 2019-2020

### **STAFF RECOMMENDATION**

Take the following actions:

1) Authorize the Chairman to execute the Alabama Department of Youth Services (DYS) Part 1 Grant/Subsidy Agreement Fiscal Year 2019-2020 and any related documents, which awards the Baldwin County Regional Juvenile Detention Center (JDC) \$14,000.00 per county for providing six (6) counties at a minimum of one bed per day per county for a total of \$84,000.00 for the following counties:

Baldwin, Choctaw, Clarke, Conecuh, Escambia and Washington

2) Authorize the Chairman to execute the Alabama DYS Part 2 Grant/Subsidy Agreement Fiscal Year 2019-2020 and any related documents, which awards the Baldwin County Regional JDC \$69,966.00 for the population of the regional service area. The formula provides \$0.2449789 per person based on the 2010 U.S. Census.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 11/20/2018

**Background:** The Baldwin County Regional Juvenile Detention Center in correlation with the Alabama Department of Youth Services provides a safe and secure environment for juveniles accused of committing a criminal act or are at risk to public safety, pending adjudication by the court. The Subsidy/Grant amount incorporates the distribution formula as required by Legislative Act 19-394.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A- Revenue to the county of \$153,966

**Budget line item(s) to be used:** 105.44272

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

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

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

Mail signed agreement to:  
Department of Youth Services  
Attn: LeTonya Bowman  
P.O. Box 66  
Mount Meigs, Alabama 36057

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



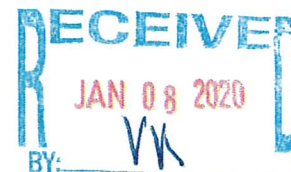
KAY IVEY  
GOVERNOR

State of Alabama



Post Office Box 66  
Mt. Meigs, Alabama 36057

4BCL  
WD  
RC  
RB  
ED  
STEVEN P. LAFRENIERE  
EXECUTIVE DIRECTOR



October 23, 2019

Mr. Charles F. Gruber, Chairman  
Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

Dear Mr. Gruber:

Please find the enclosed FY 2020 grant agreement for the Local Detention Center Subsidy. This agreement incorporates the new distribution formula as required by Legislative Act 19-394. Population numbers are based on the 2010 U. S. Census.

Once signed, please return an original to the address below and if you have any questions please call me at (334) 215-3839.

Department of Youth Services  
Attn: LeTonya Bowman  
P.O. Box 66  
Mount Meigs, AL 36057

Sincerely,

A handwritten signature in blue ink that reads "LeTonya Bowman". The signature is fluid and cursive.

LeTonya Bowman  
Accounting Director

**ALABAMA DEPARTMENT OF YOUTH SERVICES**  
**GRANT/SUBSIDY AGREEMENT**  
**Fiscal Year 2019 – 2020**

The Alabama Department of Youth Services hereby awards to **Baldwin County Commission** (hereinafter called Recipient) the total amount of **One hundred fifty-three thousand, nine hundred sixty-six and no/100 dollars (\$153,966.00)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: **Baldwin, Choctaw, Clarke, Conecuh, Escambia, Washington**. These funds are formula driven by Legislative Act 19-394 as summarized in the table below.

#	#	Part I	Part II		FY20	2010 U S Census
Beds	COs	\$14,000 per county			TOTAL	Combined County Population
30	6	84,000	69,966		153,966	291,085

The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**Acceptance of Award**

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Accepted by: \_\_\_\_\_ Title \_\_\_\_\_

**Alabama Department of Youth Services**

\_\_\_\_\_  
Steven P. Lafreniere  
Executive Director

\_\_\_\_\_  
Legal Counsel  
Reviewed for legal form.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0669, **Version:** 1

**Item #:** BQ1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Cian Harrison, Clerk Treasurer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Finance and Accounting Department - Position Changes

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Reclassify the Accounts Payable Supervisor (PID #126) from a grade I (grade I range: \$32,508.32 - \$53,239.68 annually) to a grade L (grade L range: \$43,103.84 - \$70,626.40 annually); and
- 2) Reclassify the Assistant Accounts Payable Supervisor (PID #4089) from a grade H (grade H range: \$29,631.68 - \$48,642.88 annually) to a grade K (grade K range: \$39,220.48 - \$64,274.08 annually); and
- 3) Approve the promotion of Robin Benson from the Assistant Accounts Payable Supervisor (PID #4089) grade H-15 (\$20.659 per hour / \$42,970.72 annually) to fill the Accounts Payable Supervisor (PID #126) at a grade L-03 (\$22.318 per hour / \$46,421.44 annually); and
- 4) Approve the promotion of Amanda Cunningham from the Accounts Payable Technician (PID #1064) grade G-01 (\$13.287 per hour / \$27,636.96 annually) to fill the Assistant Accounts Payable Supervisor (PID #4089) at a grade K-EL (\$18.856 per hour / \$39,220.48 annually); and
- 5) Approve the updated position descriptions for the Assistant Accounts Payable Supervisor and Accounts Payable Supervisor; and
- 6) Approve the updated organizational chart for the Finance and Accounting Department.

These actions will be effective no sooner than February 17, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** In an effort to realign the Accounts Payable Supervisor and Assistant Accounts Payable Supervisor position duties, which have significantly grown in the past several years, the Clerk Treasurer requests that the above recommendations are approved.

**FINANCIAL IMPACT**

**Total cost of recommendation:** approximately \$8,003.84 savings

**Budget line item(s) to be used:** 51700.5113

**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**

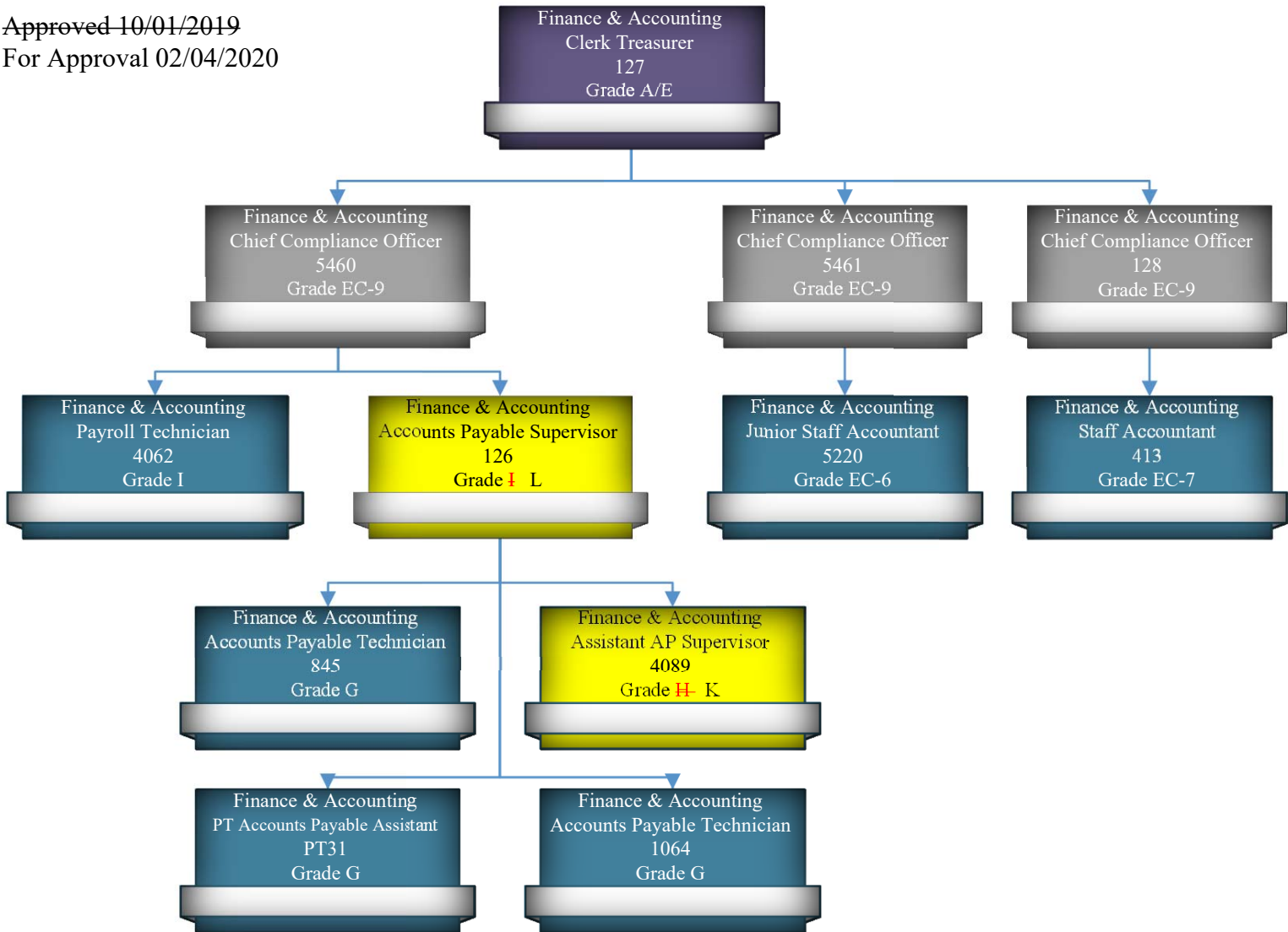
**For time-sensitive follow up, select deadline date for follow up:** N/A

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

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

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

Approved 10/01/2019  
For Approval 02/04/2020





## **POSITION DESCRIPTION**

Title: Accounts Payable Supervisor

Department: Finance & Accounting

Job Analysis: January 1986, September 2011, February 2020

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: Senior Accountant

Subordinate Staff: Assistant Accounts Payable Supervisor, Accounts Payable Technician

Internal Contacts: Commission Staff and other Elected Officials

External Contacts: All County Departments and Vendors

Status: Classified/Non-Exempt (L)

### **Job Summary**

Arranges for payment of all purchase orders approved by Commission. Maintains account payable claims file and purchase order file. Types miscellaneous letters, forms and reports.

### **Job Domains**

#### **A. Accounting and Financial**

1. Verifies authorized signatures on requisitions.
2. Checks requisition totals for errors or unreasonable prices.
3. Receives invoices and statements, and attaches to corresponding purchase orders.
4. Verifies invoices with purchase orders to ensure proper charges.
5. Makes necessary adjustments to invoices.
6. Prepares claims to provide authorization for payment.
7. Prepares payment reports for Commissioners' approval detailing department charges and items and/or services purchased, and paying bills once approved.
8. Writing checks and forwarding to vendors.
9. Enters claims data on data processing system.
10. Prepares manual checks for transfers.
11. Prepares monthly, quarterly, semi-annual, annual recurring vouchers.

12. Takes incoming vendor calls and resolves any discrepancies between outstanding balances and remittance amounts.
13. Detailed allocations for all commission departments.
14. Supervision of Account Payables Technicians and daily office routines.
15. Prepares and maintains Excel spreadsheet on certain vendors.
16. Vendor account trouble shooting when needed.

**B. Filing and Records Management**

1. Maintains purchase order file by paid and unpaid purchase orders and purchase order register by vendor.
2. Files bills and claims in permanent file by vendor.
3. Composes and types correspondence to vendors.

**Knowledge, Skills, and Abilities**

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate effectively with office staff and general public.
2. Math skills to perform basic accounting and bookkeeping operations.
3. Skills to prepare reports, complete forms, and to compose letters.
4. Skills to read and understand written instructions, manuals and correspondence.
5. Ability to operate office machines such as calculator, computer terminal and copy machine.
6. Basic knowledge of bookkeeping and accounting procedures and principles.
7. Knowledge of general office procedures.
8. Knowledge of departmental policies and procedures and ability to apply them to work problems.
9. Ability to work independently with little supervision.

**Other Characteristics**

1. Willing to work overtime, nonstandard hours, weekends and holidays as required to complete work assignments.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.

**Minimum Qualifications**

1. High school diploma or G.E.D.
2. Five (5) years' experience with Accounts Payable.
3. Experience with computerized accounting systems desired.
4. Possess valid Alabama driver's license.

## **POSITION DESCRIPTION**

Title: Assistant Accounts Payable Supervisor

Department: Finance & Accounting

Job Analysis: March 2005, August 2011, February 2020

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: Senior Accountant

Subordinate Staff: None

Internal Contacts: Commission Staff

External Contacts: All County Departments

Status: Classified/Non-Exempt (H) (K)

### **Job Summary**

Arranges for payment of all purchase orders approved by Commission. Maintains account payable claim file and purchase order file. Prepares miscellaneous letters, forms and reports. Assists the Accounts Payable Supervisor as needed and performs the duties of the Accounts Payable Supervisor when Supervisor is out.

### **Job Domains**

#### **A. Accounting and Financial**

1. Verifies authorized signatures on requisitions.
2. Checks requisition totals for errors or unreasonable prices.
3. Receives invoices and statements, and attaches to corresponding purchase orders.
4. Verifies invoices with purchase orders to ensure proper charges.
5. Makes necessary adjustments to invoices.
6. Prepares claims to provide authorization for payment.
7. Enter claims data on data processing system.
8. Takes incoming vendor calls and resolves any discrepancies between outstanding balances and remittance amounts.
9. Details allocations for all commission departments.
10. Prepares and maintains Excel spreadsheet on certain vendors.

11. Vendor account trouble shooting when needed.
12. Responsible for continuous training to allow for proficient back up for the following responsibilities:
  - a. Preparing payment report for Commissioners' approval detailing department charges and items and/or services purchased, and paying bills once approved.
  - b. Writing checks and forwarding to vendors.
  - c. Typing manual checks when needed.
  - d. Preparing monthly, quarterly, semi-annual, annual recurring vouchers.

#### B. Filing and Records Management

1. Maintains purchase order file by paid and unpaid purchase orders and purchase order register by vendor.
2. Files bills and claims in permanent files by voucher.
3. Composes and types correspondence to vendors.

#### **Knowledge, Skills, and Abilities**

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate effectively with office staff and general public.
2. Math skills to perform basic accounting and bookkeeping operations.
3. Skills to prepare reports, complete forms, and to compose letters.
4. Skills to work efficiently with the County's accounting software.
5. Skills to read and understand written instructions, manuals and correspondence.
6. Ability to operate office machines such as calculator, computer terminal and copy machine.
7. Basic knowledge of bookkeeping and accounting procedures and principles.
8. Knowledge of general office procedures.
9. \*Knowledge of departmental policies and procedures and ability to apply them to work problems.
10. Ability to work independently with little supervision.

#### **Minimum Qualifications**

1. High school diploma or G.E.D.
2. Five (5) years experience with Accounts Payable.





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0671, **Version:** 1

**Item #:** BQ2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Vince Jackson, Planning and Zoning Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Planning and Zoning Department - Position Change

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the reclassification of the Code Enforcement Officer from a salary grade (EC-07 range: \$44,476 - \$70,450 annually) to a grade EC-08 (EC-08 range: \$53,372 - \$84,542 annually); and
- 2) Approve an increase in pay for James Ryan, Code Enforcement Officer, from EC-07 (\$68,403.29), to an EC-08 (\$73,533.54); and
- 3) Approve the updated position description for the Code Enforcement Officer; and
- 4) Approve the updated organizational chart for the Planning and Zoning Department.

These changes will be effective no sooner than February 17, 2020.

### **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:** \$5,130.25 increase over budget

**Budget line item(s) to be used: 52730.5113**

**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**

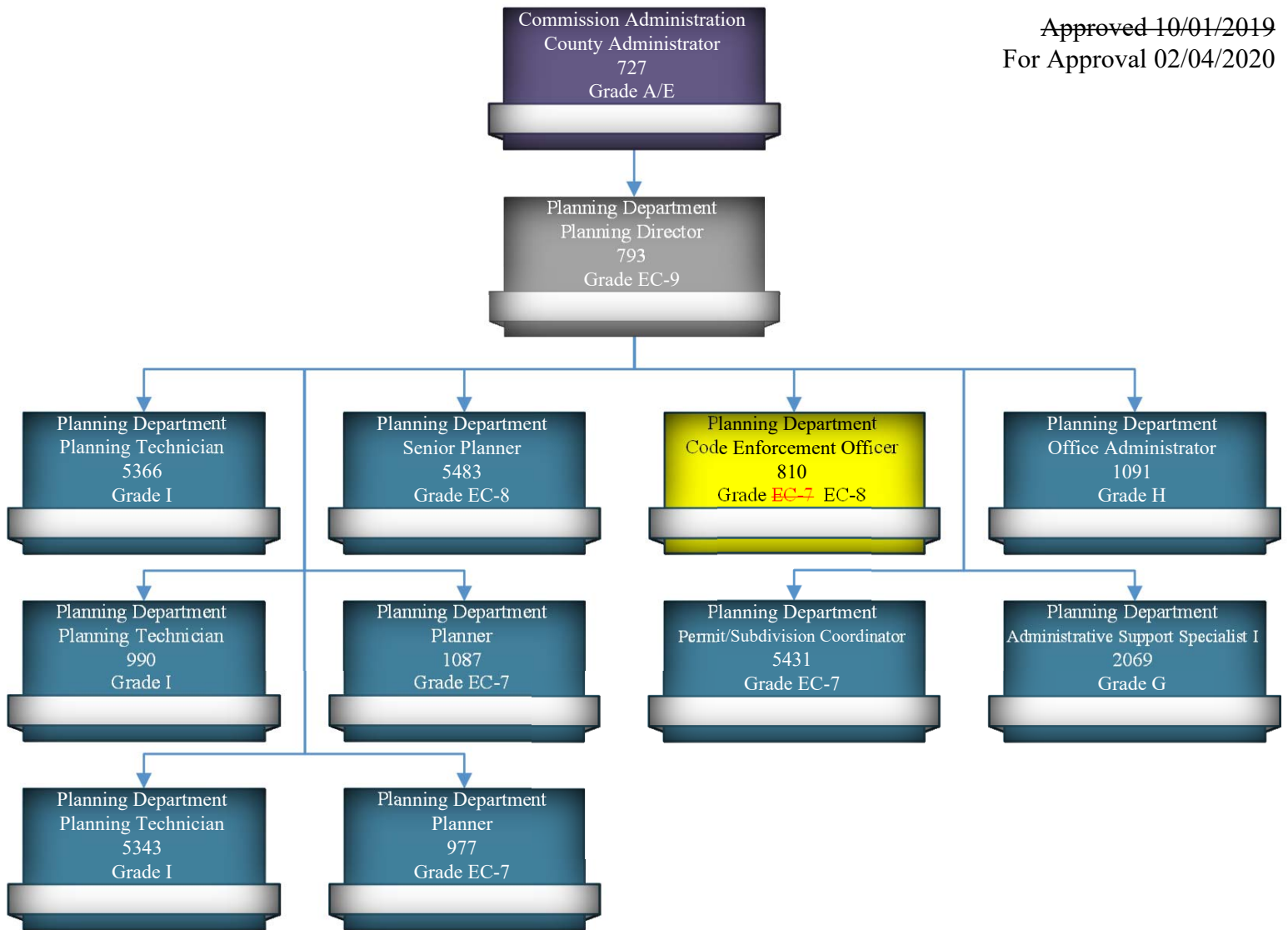
**FOLLOW UP IMPLEMENTATION**

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

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

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

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



## **POSITION DESCRIPTION**

Title: Code Enforcement Officer

Department: Planning and Zoning

Job Analysis: January 2013, February 2015, February 2020

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: Planning Director, County Administrator

Subordinate staff: None

Internal contacts: Planner, Planning Technician, Office Manager, Building Official, Highway Department Section Heads and Staff

External contacts: General Public, Developers, Builders

Status: Classified/Exempt ~~(EC-07)~~ (EC-08)

### **Job Summary**

The Code Enforcement Officer coordinates enforcement of County Zoning Ordinance, Historic District Regulations and various other County regulations as appropriate. This position requires significant amounts of research relating to violations which may include researching and analyzing property tax records, land deeds, business licenses, building permits, planning approvals and various other public records.

### **Job Domains**

1. Responsible with enforcement of County Zoning Ordinance, Subdivision Regulations, Historic District Regulations and various other County regulations as appropriate.
2. Responsible for maintaining files and records of any and all enforcement cases and maintain relevant databases.
3. Primary point of contact for violations and complaints.
4. Work on special projects related to the Baldwin County Comprehensive Plan, area land use plans and similar studies/plans including but not limited to transportation, parks & recreation and utilities.
5. Assist Planning Director and County Administrator on other projects as needed.



### **Knowledge, Skills and Abilities**

1. Ability to communicate effectively.
2. Knowledge and ability to use computers and software related to job (word processing, spreadsheets, GIS).
3. Ability to prepare plans, studies, reports and correspondence.
4. Knowledge of inspection, investigative and violation correction techniques.
5. Ability to analyze complex situations, problems and data and use sound judgment in drawing conclusions and making decisions.
6. Ability to handle high stress situations and effectively deal with difficult, angry or threatening people and situations.
7. Knowledge of applicable local and state regulations relating to various land use, nuisance and public safety codes.
8. Ability to establish and maintain effective working relationships with citizens, employees, supervisors and the general public.
9. Ability to comprehend and articulate complex facts and relationships in detail, to summarize and write clearly, concisely and legibly.
10. Skills in reading and interpreting site plans, zoning maps, engineering/architectural drawings, topographic maps and aerial photographs.

### **Other Characteristics**

1. Willing to work non-standard hours as necessary.

### **Minimum Qualifications**

1. Three to five (3-5) years of experience in local, state or federal government planning, zoning, community development, housing or building inspections, law enforcement or related field.
2. Possess a valid driver's license.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0673, **Version:** 1

**Item #:** BQ3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Teddy Faust, Revenue Commissioner

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Revenue Commission (Re-Appraisal) - Position Changes

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the creation of a part-time Real Property Support Technician I position (PID #TBD) (grade G range: \$12.967 - \$21.265 per hour); and
- 2) Re-title the Imaging Specialist position (PID #5003) to Real Property Support Technician I, with no change in grade; and
- 3) Approve the employment of Ashley Traweck to fill the open Personal Property Support Technician I position (PID #5412) grade G-EL (\$12.967 per hour / \$26,971.36 annually); and
- 4) Approve the employment of Darla Lawley to fill the open Real Property Support Technician I position (PID #5525) grade G-EL (\$12.967 per hour / \$26,971.36 annually); and
- 5) Approve the employment of Vivian Ireland to fill the open Real Property Support Technician I position (PID #5003) grade G-EL (\$12.967 per hour / \$26,971.36 annually); and
- 6) Approve the employment of Ruth Ryan to fill the open part-time Real Property Support Technician I position (PID #TBD) grade G-EL (\$12.967 per hour); and
- 7) Approve the updated organizational chart for the Revenue Commission - Real Property Division.

These actions will be effective no sooner than February 10, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** This position will work as a "floating" position to take over the seasonal backlogs due to working on change requests, answering the phones when valuations are sent, and assisting staff for Board of Equalization hearings, etc. The Revenue Commissioner respectfully requests that the above recommendations are approved.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$100,468.32 total - \$19,554.32 of total is not currently budgeted

**Budget line item(s) to be used:** 51810.5113

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

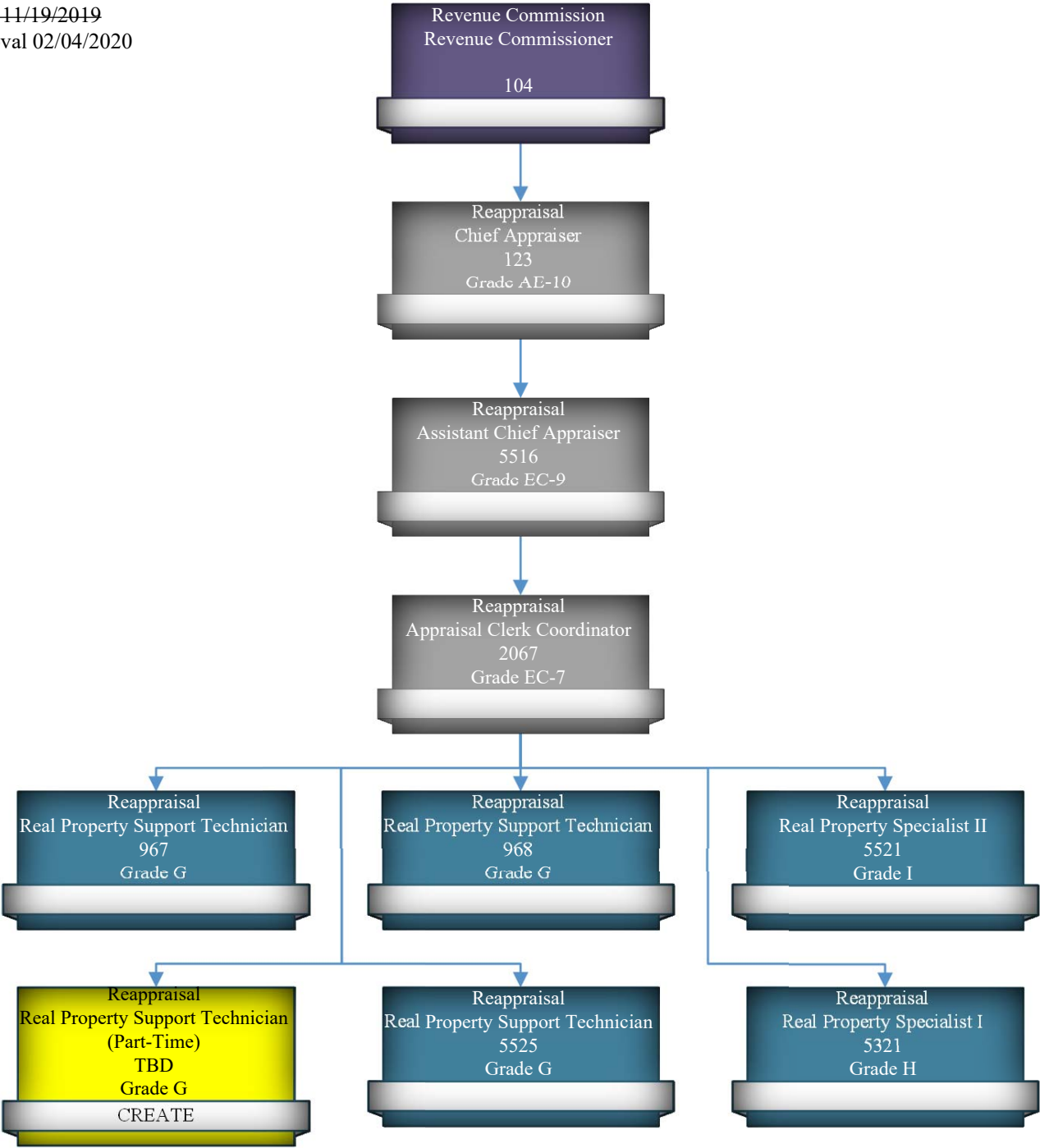
**FOLLOW UP IMPLEMENTATION**

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

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

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

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







# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0672, **Version:** 1

**Item #:** BQ4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Ron Cink, Budget Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Sales, Use, and License Tax Department - Position Change

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Abolish the part-time Deputy License Inspector II position (PID #PT47) grade J (grade J range: \$17.176 - \$28.120 per hour); and
- 2) Create a full-time Deputy License Inspector I position (PID #TBD) grade I (grade I range: \$32,508.32 - \$53,239.68 annually); and
- 3) Approve the updated position description for the Deputy License Inspector I position; and
- 4) Approve the updated organizational chart for the Sales, Use, and License Tax Department.

### **BACKGROUND INFORMATION**

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

**Background:** The part-time Deputy License Inspector II position will be vacated due to the retirement of the current employee. The Budget Director respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$1,508.32 increase over budgeted amount

**Budget line item(s) to be used:** 51750.5113

**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

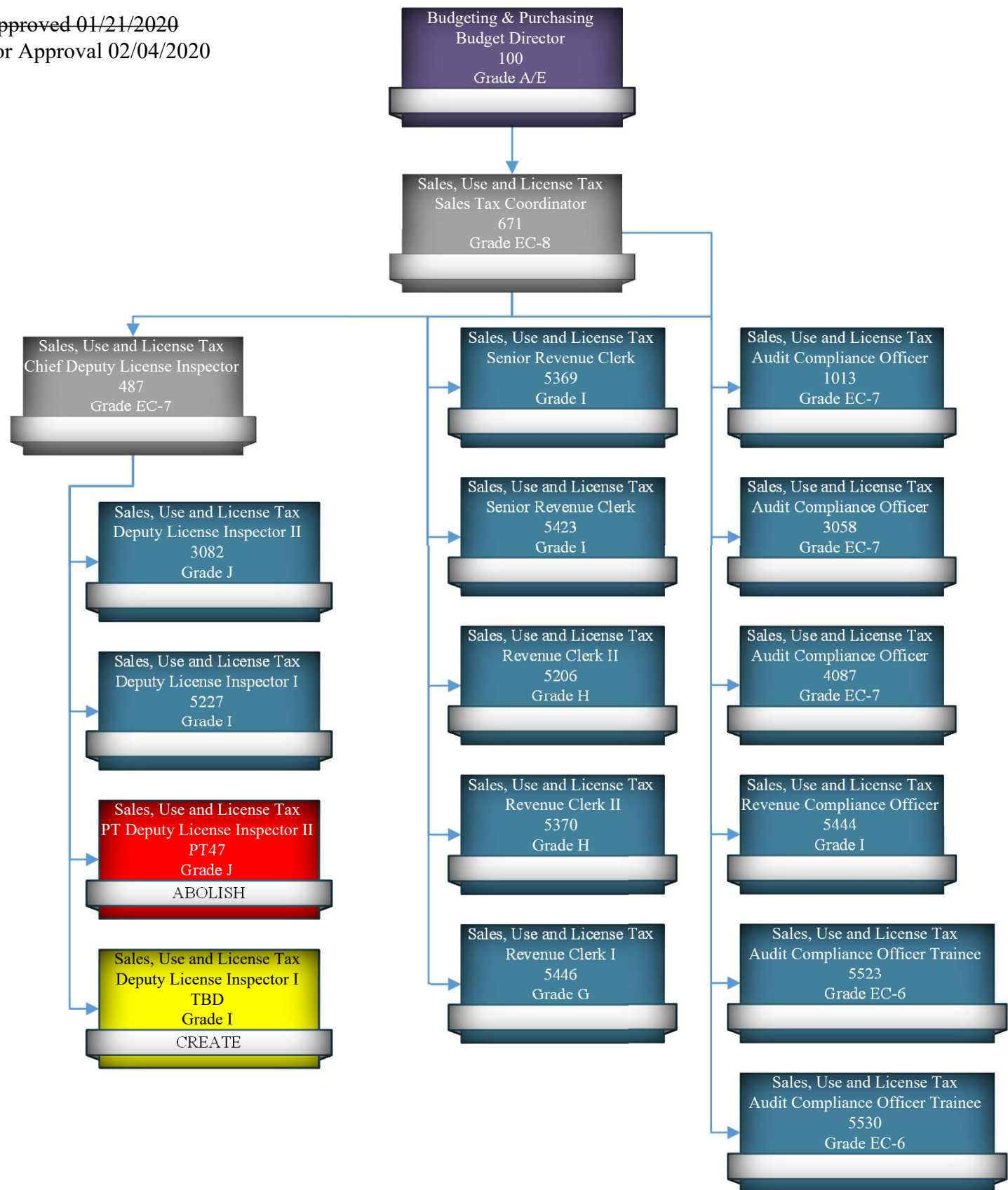
**FOLLOW UP IMPLEMENTATION**

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

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

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

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



## POSITION DESCRIPTION

Title: Deputy License Inspector I

Department: Sales, Use, & License Tax Department

Job Analysis: September 2011, September 2014, December 2014 January 2020

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: Chief Deputy License Inspector and Sales, Use, & License Tax Coordinator

Subordinate Staff: None

External Contacts: General Public, Taxpayers, Other Government Agencies

Salary Grade: Classified/Non-Exempt (I)

### Job Summary

This is the beginning level of examination work involving the examining of business licenses, mobile homes fees, junkyard, and sales, use, video and rental/lease tax accounts collected and enforced by Baldwin County. Duties involve the collection of taxes and fees due from taxpayers. Performs physical tasks and maintains the clerical tasks including technical accounting work required for the daily operation of the office. At any given time, any one of the License Inspector I staff may be required to perform other duties in someone's absence, cross-train, or take on added responsibilities as they gain knowledge and experience.

### Job Domains

1. Provides staff support to Chief Deputy License Inspector and Deputy License Inspector II's.
2. Investigate complaints and/or reports rendered by various sources on problem accounts or businesses.
3. Inspect business licenses, mobile homes, and junkyards to ensure proper compliance, in office and in the field.
4. Perform review on records for sales, use, video, and rental/lease tax compliance.
5. Provide consultations with taxpayers to address any problems or concerns and provide an explanation of local laws, county resolutions, policies, and procedures.
6. Provide interpretation for enforcement of state regulations and license laws.
7. Provide documentation for administrative hearings to ensure compliance and payment of license fees.



8. Perform investigations, inspections and consultations with taxpayers.
9. Compare reports to determine past due accounts against renewals and payments.
10. Perform collection process as established by the Sales, Use & License Tax Department.
11. Perform a personal telephone follow-up on overdue accounts.
12. Testify in court as required.
13. Perform related work as required.
14. Review building permits and subcontractors list for license compliance.

### **Knowledge, Skills and Abilities**

(Any item marked with an asterisk can be learned on the job.)

1. Ability to make computations and tabulations accurately, and in a timely manner.
2. \*Ability to learn and explain the applicable tax laws, rules and regulations and to apply this knowledge to specific problems.
3. Skill in reading at a level to comprehend complex text such as County Resolutions, and State and Federal regulations dealing with mobile home and license tax collection, and to ensure compliance with laws and procedures to ensure the correct amount of tax is collected.
4. Skill in math to include the addition, subtraction, multiplication and division of whole numbers and decimals as needed to count money, balance cash receipts, calculate the license and / or mobile home fees due, with any applicable penalties and interest and to make change accurately when handling cash.
5. Knowledge of accounting principles and methods.
6. Skill in written communication to include clarity, sentence structure, spelling and grammar.
7. Knowledge of standard office machines and equipment.
8. Ability to respond to difficult or unusual questions that require the application and research of laws or procedures.
9. Ability to handle difficult and/or angry customers who request assistance from a supervisor.
10. Ability to keep information confidential due to content of documents handled.
11. Ability to establish and maintain an effective working relationship with coworkers, department heads, employees, and with the public.
12. \*Geographical knowledge of Baldwin County.

### **Essential Physical Abilities**

1. Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively.
2. Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials electronic or hard copy form.
3. Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a county vehicle, personal computer, telephone, copier, and other related office equipment.
4. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to maneuver and function in and around an office environment.
5. Sufficient personal mobility to maneuver in the field, so as to walk long distances in mobile home parks and in and around junkyard environments.

### **Other Characteristics**

1. Willing to work overtime, non-standard hours, weekends, and holidays as required in completing work assignments.
2. Willing to attend meetings, conferences workshops, and training sessions as related and assigned.
3. Willing to travel out of county as needed.
4. Willing to work in inclement weather and various outdoor field conditions, including wildlife, dogs, and remote properties.

### **Minimum Qualifications**

1. Posses a valid driver's license.
2. High School diploma or equivalent.
3. One (1) year experience in ~~government~~ accounting and collections.
4. Ability to attain certification from Licensing Administration Certification Program through AATA and/or Certified County Revenue Officer through CROAA





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0674, **Version:** 1

**Item #:** BQ5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

County Administration - Restructure of Citizen Service Center Department

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Move the Citizen Service Center from reporting to the CIS Director to reporting to the County Administrator; and
- 2) Approve the updated organizational charts for the Citizen Service Center and CIS Department; and
- 3) Approve the updated position descriptions for the Customer Relationship Manager, Customer Service Representative I, Customer Service Representative II, and Knowledgebase and Multi-Media Coordinator.

### **BACKGROUND INFORMATION**

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

**Background:** In a strategic realignment for communication for the County, the County Administrator respectfully requests that the above recommendations are approved.

The CIS Director and the County Administrator agree that the funding/budget for Fiscal Year 2020 should remain the same at this time. The budget can be restructured Fiscal Year 2021 going forward.

### **FINANCIAL IMPACT**

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



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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

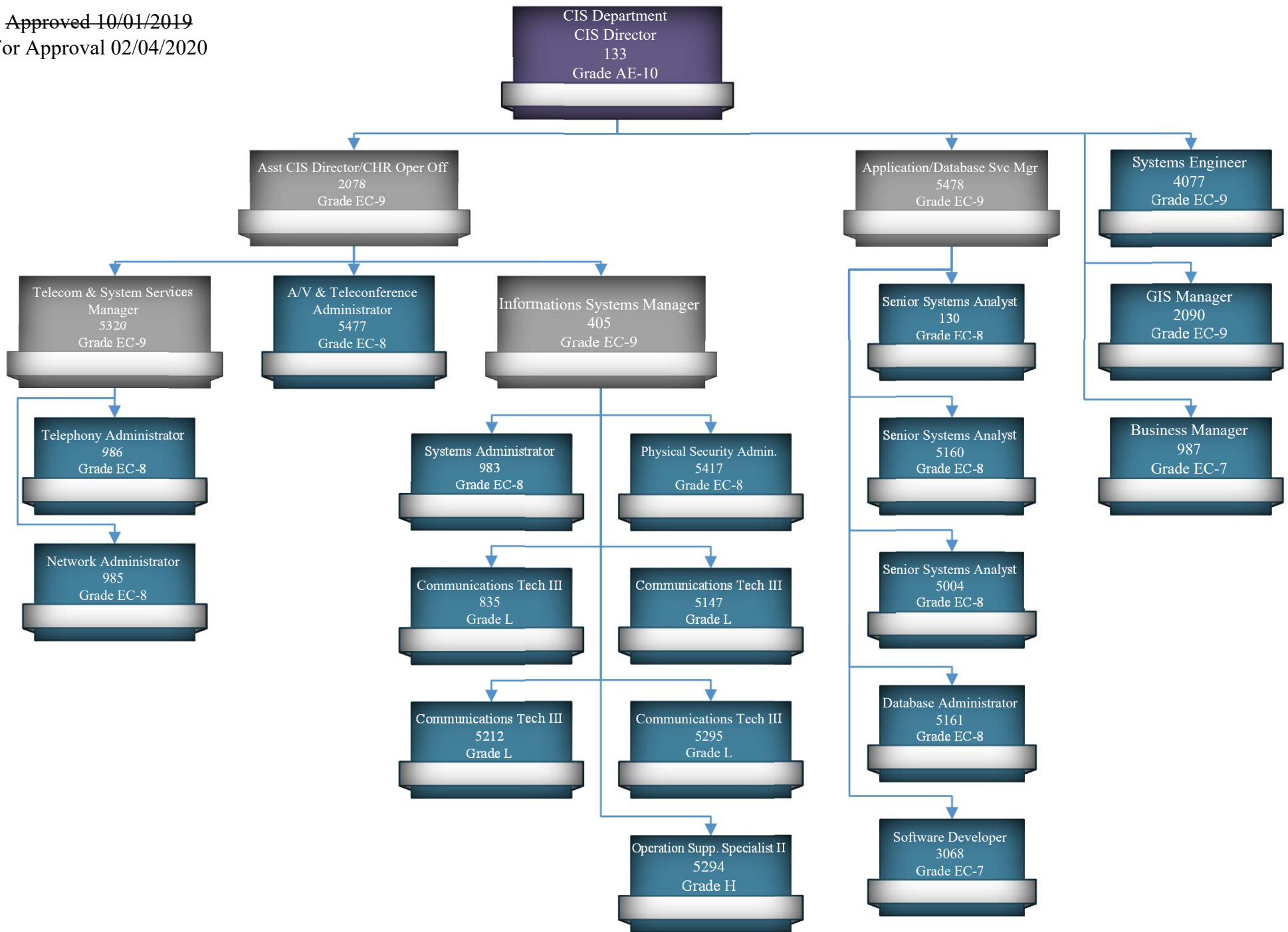
**For time-sensitive follow up, select deadline date for follow up:** N/A

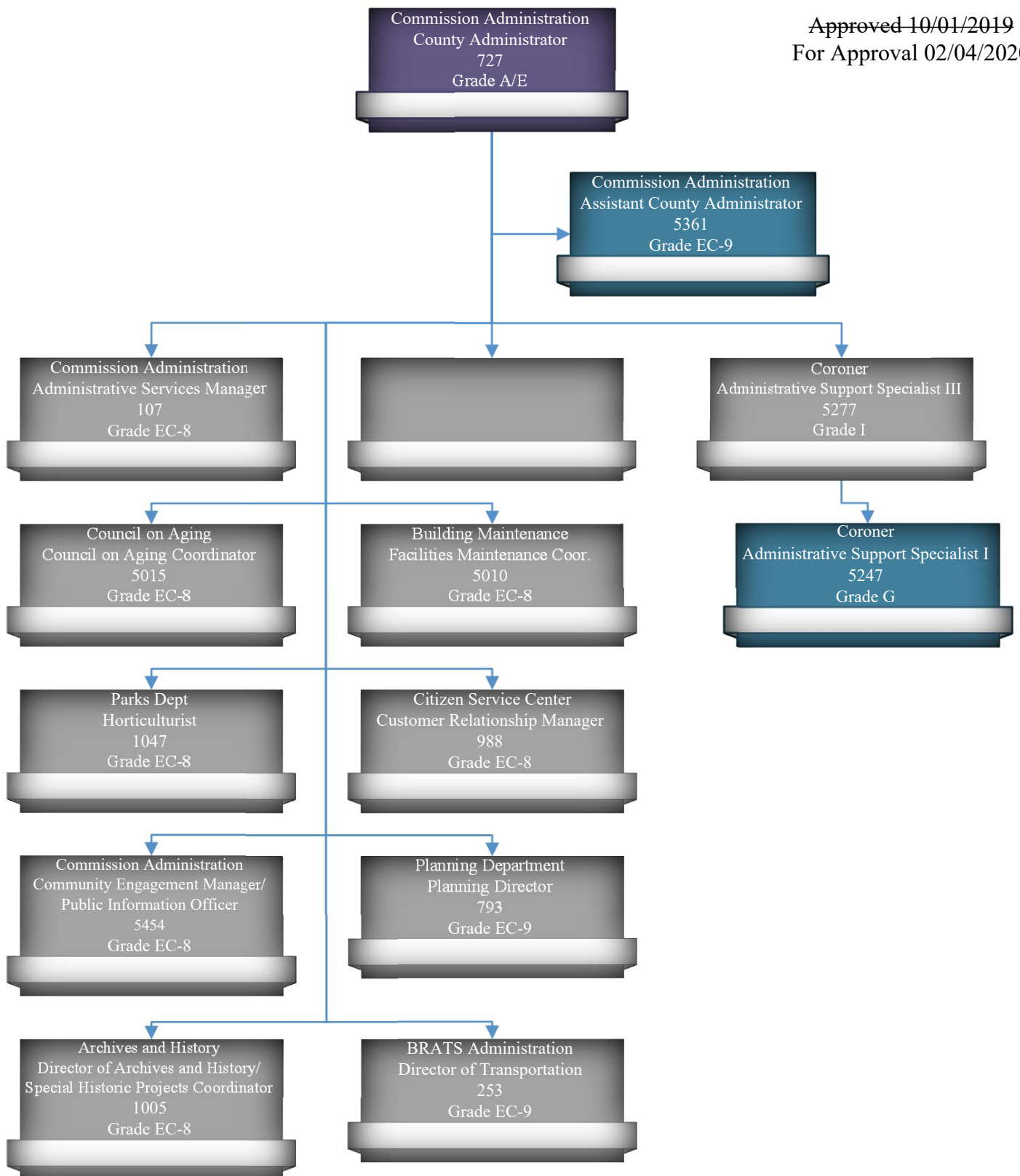
**Individual(s) responsible for follow up:** Personnel

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

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

Approved 10/01/2019  
For Approval 02/04/2020









## POSITION DESCRIPTION

Title: Customer Relationship Manager

Department: ~~Communications & Information Systems~~ Citizen Service Center

Job Analysis: April 2005, Dec 2006, Oct 2011, Sept 2018, Feb 2020

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: ~~County Administrator Assistant CIS Director or CIS Director as determined by current requirements and defined by current Organizational Chart.~~

Subordinate Staff: Customer Service Representatives, Knowledgebase/Multi-Media Coordinator

Internal Contacts: Commissioners, ~~County Administrator~~, Department Heads, All Other County Staff

External Contacts: Vendors, Representatives from other Agencies, & the Public

Status: Classified/Exempt (EC-8)

### Job Summary

Provides coordination and overall direction of customer service initiatives for the Baldwin County Commission. This individual is responsible for managing the Call Center, supervising Customer Service Representatives, coordinating web-based service delivery, coordinating training programs related to customer service, developing customer focused services, and marketing those services. This individual must be able to work independently; exercise sound business judgment in the performance of duties; and communicate well with other employees, general public, and elected officials.

### Job Domains

#### A. Customer Relationship Management

1. Coordinate and implement customer-based initiatives that will impact the perception of government in a positive manner.
2. Develop and foster relationships with internal and external customers that will enhance services.

3. Coordinate with all departments and agencies served to understand services being provided and develop or enhance the delivery of those services.
4. Develop and implement plans for delivery of services via Call Center, website, and face to face.
5. Conduct internal and public surveys to determine customer satisfaction and strategic direction.
6. Coordinate and/or conduct training of County staff on customer service related areas and initiatives.
7. Implement technology where appropriate to enhance service delivery and accountability.
8. Develop and maintain a strategic plan for continued improvement of customer service.

#### B. Call Center Management

1. Develop and implement procedures to ensure the efficient operation of the Call Center, while ensuring compliance with laws and Commission policy.
2. Supervise and schedule staff to ensure the delivery of superior customer service.
3. Prepare call statistics, orders closed, orders open, and other reports to encourage accountability and customer service.
4. Establish measurement tools to measure, monitor, and evaluate CSR performance to assure quality of service, professionalism, and courtesy. Identify actions that can improve call quality and customer satisfaction.
5. Develop and implement marketing & branding initiatives to promote the use of the Call Center.
6. Implement technology where appropriate to enhance service delivery and accountability.
7. Coordinate and manage the Emergency Operations Call Center.

#### C. Project Management

1. Develop project implementation plans and budget as required.
2. Coordinate internal and external resources during implementation of project with emphasis on keeping project on schedule and within budget.
3. Develop reports and presentations.

#### D. Supervisory

1. Perform daily supervisor duties for all subordinates.
2. Establish and communicate priorities and timelines with subordinates.
3. Hold regular meetings with subordinates to ensure effective communication of policies and mission.

### **Knowledge, Skills, and Abilities**

1. Thorough knowledge of inbound call center management.
2. Thorough knowledge of public relations principles.
3. Thorough knowledge of marketing principles and techniques.
4. Thorough knowledge related to the customer services being provided by the Call Center.

5. Thorough knowledge of the laws, ordinances, regulations, and policies governing the services being delivered
6. Good knowledge of the overall County Organization, Departmental and Agency missions & duties, County facts, etc. in order to provide a high level of customer service to those served.
7. Good knowledge of project management principles, including budgeting.
8. Good knowledge of communications and information technology as relates to the call center and customer service.
9. Good knowledge of office productivity software (word processing, spreadsheet, database).
10. Good knowledge of desktop computer systems and computer peripheral equipment.
11. Ability to plan and organize work in order to set priorities and meet deadlines.
12. Ability to interpret complex matters and respond to questions at a layman's level of understanding.
13. Ability to communicate effectively, both orally and in writing.
14. Ability to meet and deal effectively with public officials, community groups, media, and the general public.
15. Ability to speak with a clear, well-modulated voice and to use proper grammar.
16. Ability to deal with all personal & telephone contacts in a tactful & courteous manner and to quickly convey concise & accurate information.
17. Ability to establish and maintain effective working relationships with department heads, elected officials, other employees, vendors, and the general public.

### **Other Characteristics**

1. Must be willing to travel and stay overnight as required.
2. Must be willing to work nonstandard hours, including weekends and overtime.
3. Must be willing to attend additional training, skills development, and other self improvement courses.

### **Minimum Qualifications**

1. Should possess a Bachelor's degree from a recognized college or university in Communications, Marketing, Public Relations, or a closely related field. Or a combination of education and experience equivalent to these requirements.
2. Should have a minimum of two (2) years' experience managing an inbound Call Center or other related area that would demonstrate the capability to perform the duties required of this position.

### **Certifications**

The below certifications must be obtained within two (2) years of the job description being approved for employees currently in this position or two (2) years from beginning of employment for employees new to this position.

1. IS 100- Introduction to the Incident Command System
2. IS 700 – National Incident Management System (NIMS) an Introduction
3. IS 701.a – NIMS Multiagency Coordination System Course
4. IS 702 – NIMS Public Information Systems

5. IS 703.a – NIMS Resource Management
6. IS 704 – NIMS Communications and Information Management
7. IS 300 – Intermediate Incident Command Structure
8. IS 400 – Advanced Incident Command System



## POSITION DESCRIPTION

Title: Customer Service Representative I

Department: ~~Communications & Information Systems~~ Citizen Service Center

Job Analysis: Sept 2005, Oct 2011, March 2012, Aug 2016, Feb 2020

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: ~~Customer Relationship Manager Assistant CIS Director or CIS Director as determined by current requirements and defined by current Organizational Chart.~~

Subordinate Staff: None

Internal Contacts: Commission Staff

External Contacts: General Public

Status: Classified/Non-Exempt (G)

### Job Summary

A Customer Service Representative (CSR) plays a key role as an ambassador for the Baldwin County Commission. Primarily, the CSR is responsible for receiving and processing all incoming calls, requests, and complaints for offices of the County, State, and other public entities residing within the County. Communications from the public or in-house may come to the Call Center via phone, fax, electronic or postal mail. For each contact, the CSR is responsible for determining the needs of the caller, researching answers to their inquiries, collecting detailed, required data to complete departmental service requests or transfer to an appropriate resource.

In addition to the Baldwin County Commission Departments, CSRs currently provide general information or refer to over 20 state and federal governments entities residing within our County limits, 14 municipalities, 8 divisions of the Circuit Clerk's office, 7 Circuit and District Judges. CSRs also provide reference numbers for all other Counties in Alabama.

### Job Domains

#### A. Customer Service

1. Receives, resolves or dispatches calls utilizing an enterprise contact center system.
2. Use specific core competencies to maintain quality standards throughout each interaction.
3. Correctly identify the citizen's inquiry, gather and provide - through specialized Customer Relationship Management Software - the back-end service provider with

enough information to properly assess the situation and respond with appropriate resources in a timely manner.

4. Answer general citizen questions using information within the Customer Relationship Management Software (either in the script or in the knowledgebase). Questions beyond the scope of provided information are transferred to the appropriate personnel or escalated for follow up.
5. Provide general information and contact information for various Government organizations and assist in referrals.
6. Take ownership of each contact and perform follow-up when needed to ensure the citizen has adequate resolution to their situation.
7. Use multiple telephone and computer systems to handle inquiries, research answers, enter requests for service, comments or complaints. This includes but is not limited to Siemens OpenScope Contact Center, Lagan ECM, Lagan Virtual Office, Office Communicator, Microsoft Outlook, Word, Publisher and Excel, SharePoint, and a variety of search engines and Internet Explorer tools.
8. Identify gaps in knowledgebase and escalate unresolved matters to appropriate County personnel.

#### B. Miscellaneous

1. Performs related routine clerical work.
2. Refers technical operation problems to supervisor or appropriate CIS division.
3. Other assigned tasks as required.

### **Knowledge, Skills, and Abilities**

1. Fluency in the English language, both written and verbal.
2. Ability to speak with a clear, well-modulated voice and to use proper grammar.
3. Excellent interpersonal and communications skills to deal tactfully and effectively with citizens and staff.
4. Ability to quickly convey concise and accurate information.
5. Ability to respond to difficult or demanding callers with tact and diplomacy.
6. Listening skills to accurately understand customer concerns and/or issues and verbal instructions and type it into a computer as it is being heard.
7. Ability to complete multiple tasks simultaneously including monitoring and hearing information from callers while reviewing and interpreting information from multiple computer screens and entering complex data while at the same time responding to the caller when appropriate.
8. Proven ability to problem solve and use creative thinking techniques.
9. Ability to enforce rules and policies with calmness, firmness and fairness.
10. Ability to read maps, find locations and describe directions.
11. Able to make decisions and act quickly in an emergency situation.
12. Ability to type a minimum of 40 wpm, to accurately record service request or complaint in computer system.
13. Proficiency in all MS Office products and Internet Explorer with good internet/intranet searching skills.
14. Ability to operate an enterprise contact center system

15. Good knowledge of County departmental organization and functions or the ability to readily acquire this knowledge.
16. Ability to perform related routine clerical work.
17. Skills to establish and maintain effective working relationships with other employees, County officials, and the general public.

### **Other Characteristics**

1. Must be willing to attend additional training, skills development, and other self improvement courses as deemed necessary by supervisor.
2. Must be available to report to Emergency Operations Center and work 24/7 during an activation.
3. Must be able to wear a lightweight headset at all times while on duty.
4. Must be able to sit for long periods of time.
5. Must be able to handle large volume of incoming calls (as many as 400 calls per day which would be about 50 per hour.)
6. Must be able to operate computer and other office equipment which requires repetitive arm, hand and eye movement.
7. Must maintain confidentiality when involved in sensitive, confidential or controversial problems and issues related to the County.
8. Before being eligible for employment, all applicants must pass a typing test, with the ability to type 40 wpm and may be administered additional proficiency tests.

### **Minimum Qualifications**

1. High School diploma or equivalent.
2. One (1) year experience in enterprise contact center systems, communications, or public relations and/or certificate of proficiency from an approved training agency/institution.

### **Certifications**

The below certifications must be obtained within one (1) year of the job description being approved for employees currently in this position or one (1) year from beginning of employment for employees new to this position.

1. IS 100- Introduction to the Incident Command System
2. IS 700 – National Incident Management System (NIMS) an Introduction
3. IS 701.a – NIMS Multiagency Coordination System Course
4. IS 702 – NIMS Public Information Systems
5. IS 703.a – NIMS Resource Management
6. IS 704 – NIMS Communications and Information Management

## POSITION DESCRIPTION

Title: Customer Service Representative II

Department: ~~Communications & Information Systems~~ Citizen Service Center

Job Analysis Date: October 2007, October 2011, March 2012, Feb 2020

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: Customer Relationship Manager

Subordinate Staff: None

Internal Contacts: Commission Staff, Elected Officials, County Administrator, Department Heads and all other County Staff

External Contacts: General Public

Status: Classified/Non-Exempt (H)

### Job Summary

A Customer Service Representative II (CSR) plays a key role as an ambassador for the Baldwin County Commission. Primarily, the CSR is responsible for receiving and processing all incoming calls, requests, and complaints for offices of the County, State, and other public entities residing within the County. Communications from the public or in-house may come to the Call Center via phone, fax, electronic or postal mail. For each contact, the CSR is responsible for determining the needs of the caller, researching answers to their inquiries, collecting detailed, required data to complete departmental service requests or transfer to an appropriate resource.

Before being eligible for employment, all applicants must pass a typing test, with the ability to type 40 wpm and must pass the *RepeValuator* exam which tests applicants on typing and customer service skills. A score of 75 or higher must be obtained on the RepeValuator exam.

In addition to the Baldwin County Commission Departments, CSRs currently provide general information or refer to over 20 state and federal governments entities residing within our county limits, 14 municipalities, 8 divisions of the Circuit Clerk's office, 7 Circuit and District Judges. CSRs also provide reference numbers for all other Counties in Alabama.



In addition to the duties of a CSR, a CSRII mentors and trains new employees; may occasionally act as a backup supervisor in the absence of the Customer Relationship Manager; as well as other duties outlined below.

### **Job Domains**

#### **A. Customer Service**

1. Receive, resolve or dispatch calls utilizing an enterprise contact center system.
2. Use specific core competencies to maintain quality standards throughout each interaction.
3. Correctly identify the citizen's inquiry, gather and provide - through specialized Customer Relationship Management Software - the back-end service provider with enough information to properly assess the situation and respond with appropriate resources in a timely manner.
4. Answer general citizen questions using information within the Customer Relationship Management Software (either in the script or in the knowledgebase). Questions beyond the scope of provided information are transferred to the appropriate personnel or escalated for follow up.
5. Provide general information and contact information for various Government organizations and assist in referrals.
6. Take ownership of each contact and perform follow-up when needed to ensure the citizen has adequate resolution to their situation.
7. Use multiple telephone and computer systems to handle inquiries, research answers, enter requests for service, comments or complaints. This includes but is not limited to Siemens OpenScape Contact Center, Lagan ECM, Lagan Virtual Office, Office Communicator, Microsoft Outlook, Word, Publisher and Excel, SharePoint, and a variety of search engines and Internet Explorer tools.
8. Identify gaps in knowledgebase and escalate unresolved matters to appropriate County personnel.
9. \*Visit at least 3 other County/State offices each year to ensure we are maintaining proper communication and procedures.
10. \*Able to handle calls that need to be escalated from CSR when a manager cannot be reached, and citizen is in need of special attention.

#### **B. Miscellaneous**

1. Performs related routine clerical work.
2. Refers technical operation problems to supervisor or appropriate CIS division.
3. \*Ensures that at least 2 call takers are on the phones at all times
4. Other assigned tasks as required.

### **Knowledge, Skills, and Abilities**

1. Fluency in the English language, both written and verbal.
2. Ability to speak with a clear, well-modulated voice and to use proper grammar.

3. Excellent interpersonal and communications skills to deal tactfully and effectively with citizens and staff.
4. Ability to quickly convey concise and accurate information.
5. Ability to respond to difficult or demanding callers with tact and diplomacy.
6. Listening skills to accurately understand customer concerns and/or issues and verbal instructions and type it into a computer as it is being heard.
7. Ability to complete multiple tasks simultaneously including monitoring and hearing information from callers while reviewing and interpreting information from multiple computer screens and entering complex data while at the same time responding to the caller when appropriate.
8. Proven ability to problem solve and use creative thinking techniques.
9. Ability to enforce rules and policies with calmness, firmness and fairness.
10. Ability to read maps, find locations and describe directions.
11. Able to make decisions and act quickly in an emergency situation.
12. Ability to type a minimum of 40 wpm, to accurately record service request or complaint in computer system.
13. Proficiency in all MS Office products and Internet Explorer with good internet/intranet searching skills.
14. Assist CSRs with computer or software issues and enter service requests when necessary.
15. Ability to operate an enterprise contact center system
16. Good knowledge of county departmental organization and functions
17. Ability to perform related routine clerical work.
18. \*Promote morale throughout the call center and other departments by ensuring that those who go the extra mile are recognized.

### **Other Characteristics**

1. High School diploma or equivalent.
2. Two years' experience in enterprise contact center systems, communications, or public relations; or one year's experience plus a certificate of proficiency from an approved training agency/institution. In addition, at least one (1) year of experience must be with Baldwin County as a CSR or similar position with demonstrated thorough knowledge of the County operations and Call Center services.
3. Must be willing to attend additional training, skills development, and other self improvement courses as deemed necessary by supervisor.
4. Must be available to report to Emergency Operations Center and work 24/7 during an activation.
5. Must be able to wear a lightweight headset at all times while on duty.
6. Must be able to sit for long periods of time.
7. Must be able to handle large volume of incoming calls (as many as 400 calls per day which would be about 50 per hour.)
8. Must be able to operate computer and other office equipment which requires repetitive arm, hand and eye movement.
9. Must maintain confidentiality when involved in sensitive, confidential or controversial problems and issues related to the County.

## **Certifications**

The below certifications must be obtained within one (1) year of the job description being approved for employees currently in this position or one (1) year from beginning of employment for employees new to this position.

1. IS 100- Introduction to the Incident Command System
2. IS 700 – National Incident Management System (NIMS) an Introduction
3. IS 701.a – NIMS Multiagency Coordination System Course
4. IS 702 – NIMS Public Information Systems
5. IS 703.a – NIMS Resource Management
6. IS 704 – NIMS Communications and Information Management

## **POSITION DESCRIPTION**

Title: Knowledgebase and Multi-Media Coordinator  
Department: ~~Communications & Information Systems~~ Citizen Service Center  
Job Analysis: July 2018, Feb 2020

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: Customer Relationship Manager  
Subordinate Staff: None  
Internal Contact: Commission Staff, Elected Officials, County Administrator, Department Heads and all other County Staff  
External Contacts: General Public  
Status: Classified/ Non-Exempt (J)

### **Job Summary**

Responsible for receiving, entering, researching, responding to, and tracking citizen inquiries and complaints and working with County departments and affiliated agencies to inform Service Center employees of new policies and procedures. This position's contact with citizens, co-workers, supervisors and elected officials requires skill in listening, articulating facts, assertiveness, and sensitivity to others point of view to explain a process, convey facts, or turn around a situation. The work involves a wide range of situations requiring use of judgment in the search for solutions or new applications.

In addition, this position must also be proficient in the duties of a CSR and CSRII as they may occasionally act as backup supervisor or CSR in the absence of CSRs or the Customer Relationship Manager; as well as other duties outlined below.

### **Job Domains**

#### **A. Knowledge and Multi-Media Management**

1. Provide education of the knowledge management system
2. Maintain knowledge management database and scripting
3. Continually verify and update as needed general information and contact information for various government organizations and assist in referrals.
4. Routinely visit affiliated County/State offices to ensure we are maintaining proper communication and procedures.
5. Monitor trends in social media tools and applications and appropriately apply that knowledge to increasing the use of social media.



6. Maintains schedule outlining informational/educational social media postings on a weekly basis.

#### B. Customer Service

1. Use specific core competencies to maintain quality standards throughout each interaction.
2. Handle calls, chat and social media interaction that need to be escalated from CSR.
3. Escalate questions or issues to appropriate supervisors when issue is beyond the scope of provided information.
4. Take ownership of any escalated contact and perform follow-up when needed to ensure the citizen has adequate resolution to their situation.
5. Use multiple telephone and computer systems to handle inquiries, research answers, enter request for service, comments or complaints. This includes but is not limited to Unify OpenScape contact Center, Customer Relationship Management software, Microsoft Outlook, Word, Publisher, and Excel, SharePoint, Facebook, Twitter, Google Plus, Adobe Acrobat etc, and a variety of search engines and online tools.
6. Assist with training and coaching CSR team, and other departments who use similar software.
7. Primary point of contact for providing customer service via email and other non-verbal means of communication with citizens; taking personal ownership until completion of chat, email conversation or other requests for external support.
8. Liaison to EMA for all activations as primary point of contact for information pertaining to providing citizens information.

#### C. Administrative/Clerical

1. Performs related routine clerical work.
2. Refers technical operation problems to supervisor or appropriate CIS personnel.
3. Ensures proper CSR staffing at all times and assist with call taking when needed.
4. With regards specifically to call monitoring, assists with review, evaluation and training of CSRs to ensure a high level of consistent customer service quality.
5. Other assigned tasks as required.

#### **Knowledge, Skills, and Abilities**

1. Fluency in the English language, both written and verbal
2. Ability to speak with a clear, well-modulated voice and to use proper grammar.
3. Ability to quickly convey concise and accurate information.
4. Ability to respond to difficult situations with tact and diplomacy.
5. Knowledge of techniques, methods, and procedures related to customer service standards
6. Listening skills to accurately understand concerns and/or issues and verbal instructions and ability to enter the information into CRM or other software as it is being dictated.
7. Ability to complete multiple tasks simultaneously
8. Ability to enforce rules and policies with calmness, firmness and fairness.
9. Ability to read maps, find locations and describe directions.
10. Able to make decisions and act quickly in an emergency.

11. Ability to type a minimum of 40 wpm, to accurately record service request or complaint in computer system.
12. Proficiency in all MS Office products and Internet Explorer with good internet/intranet searching skills.
13. Ability to operate an enterprise contact center system.
14. Comprehensive knowledge and understanding of county departmental organization and functions.
15. Comprehensive knowledge and understanding of agencies located in County maintained facilities.

### **Minimum Requirements**

1. High School diploma or equivalent
2. Five (5) or more years' experience in enterprise contact center systems, communications or public sector public relations.
3. At least two (2) years of experience must be with Baldwin County Commission as a CSR or similar position with demonstrated thorough knowledge of the County operations and the Service Center.
4. Must be willing to attend additional training, skills development, and other self improvement courses as deemed necessary by supervisor.
5. Must be available to report to Emergency Operations Center and work 24/7 during an activation.
6. Must be able to wear a lightweight headset at all times while on duty.
7. Must be able to sit for extended periods of time.
8. Must be able to operate computer and other office equipment which requires repetitive arm, hand and eye movement.
9. Must maintain confidentiality when involved in sensitive, confidential or controversial problems and issues related to the County.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0679, **Version:** 1

**Item #:** BQ6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Highway Department (Traffic Operations) - Promotion of Employee

### **STAFF RECOMMENDATION**

Approve the promotion of Burt Johnson from the Operator Technician II position (PID #5385) grade H -09 (\$17.79 per hour / \$37,003.20 annually) to fill the open Operator Technician III position (PID #5403) at a grade I-08 (\$19.045 per hour / \$39,613.60 annually) to be effective no sooner than February 17, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Operator Technician III position was vacated in December 2019, by promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$39,613.60 - budgeted

**Budget line item(s) to be used:** 53135.5113

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0677, **Version:** 1

**Item #:** BQ7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Ron Ballard, JDC Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Juvenile Detention Center - Employment of One (1) Part-Time Detention Technician Position

### **STAFF RECOMMENDATION**

Approve the employment of Albert McCreary to fill the part-time Detention Technician position (PID #PT42) at a grade H-EL (\$14.246 per hour) to be effective no sooner than February 10, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The part-time Detention Technician position was vacated in November 2019, due to the transfer of the previous employee. The JDC Director respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$21,482.97 - budgeted

**Budget line item(s) to be used:** 52610.5113

**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**

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0678, **Version:** 1

**Item #:** BQ8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director  
Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Solid Waste Department - Employment of One (1) Solid Waste Technician Position

### **STAFF RECOMMENDATION**

Approve the employment of Chris Devine to fill the Solid Waste Technician position (PID #5247) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually) to be effective no sooner than February 10, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Solid Waste Technician position was vacated in December 2019, due to the resignation of the previous employee. The Development and Environmental Director respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$26,971.36 - budgeted

**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**

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

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0699, **Version:** 1

**Item #:** BR1

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**Meeting Type:** BCC Regular Meeting  
**Meeting Date:** 2/4/2020  
**Item Status:** New  
**From:** Vince Jackson, Planning Director  
**Submitted by:** Vince Jackson, Planning Director

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### ITEM TITLE

Proposed Text Amendments to the Baldwin County Zoning Ordinance, Section 2.3.26, Local Provisions for Planning District 26

### STAFF RECOMMENDATION

Authorize staff to begin advertising and commence the zoning text amendment process for the proposed amendments to Section 2.3.26, Local Provisions for Planning district 26.

### BACKGROUND INFORMATION

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

**Background:** Based on citizen feedback and other factors, the need has arisen for additional language to be added to the Local Provisions for Planning District 26 (Section 2.3.26) in order to address specific areas of concern. The concerns at issue include accessory dwellings, setbacks, the availability of zoning districts and the limiting of uses. As a result, staff has prepared new language which would address these issues. A draft of the proposed text amendments is attached to this agenda item with additions and deletions highlighted in red.

Staff respectfully requests permission to begin advertising the proposed text amendments. If permission is granted, staff will schedule the amendments for consideration by the Planning Commission at its March 5, 2020 meeting. The amendments would then be brought before the County Commission for a public hearing in April.

### 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:** Planning and Zoning Department

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

Advertise and schedule proposed zoning text amendments for consideration by the Baldwin County Planning and Zoning Commission and the Baldwin County Commission.

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

### 2.3.26 *Planning District 26. (DRAFT)*

#### 2.3.26.1 Effective Date

On June 9, 1992, a majority of qualified electors in Planning District 26 voted to institute County Zoning. On September 21, 1993, the County Commission adopted the Planning District 26 Zoning Map and Ordinances.

#### 2.3.26.2 District Boundaries

A legal description of the boundaries for Planning District 26 may be found under Appendix A.

#### ~~2.3.26.3 Local Provisions for Planning district 26~~

~~(a) No cemeteries are allowed.~~

~~(b) No recreational vehicle parks are allowed.~~

~~(c) Accessory dwellings are permitted by right in residential districts, provided they do not exceed 60% of the size, in square feet, of the principal residence.~~

~~(d) The required side yards in the "RSF-2, Single Family" district may be reduced to 3-feet on one side and 10-feet on the other side provided a minimum of 13-feet separation remains between buildings.~~

#### 2.3.26.3 Local Provisions for Planning District 26

(a) One accessory dwelling per lot shall be permitted by right in the RSF-1 and RSF-2 districts, provided the accessory dwelling does not exceed 60% of the size, in square feet, of the principal dwelling.

(b) The required side yard setbacks for RSF-1 and RSF-2 lots existing on or before xx/xx/2020, and which do not meet the minimum lot width requirements for the underlying zoning designation, may be reduced to 3-feet on one side and 10-feet on the other side provided a minimum of 13-feet separation remains between buildings.

(c) The following zoning districts shall not be available in Planning District 26, and all references in the zoning ordinance to such districts are deleted, except as to lots or parcels included in such districts as of xx/xx/2020:

1. RSF-3, Single Family District
2. RSF-4, Single Family District
3. RTF-4, Two Family District

4. RSF-6, Single Family District
5. RTF-6, Two Family District
6. RMF-6, Multiple Family District
7. HDR, High Density Residential District

(d) Planned Residential Development (PRD) Districts, Article 9, shall not be available in Planning District 26, and all references to Planned Residential Districts, for Planning District 26, in the zoning ordinance are deleted.

(e) The following uses shall not be allowed either as a Permitted Use, Conditional Use or Special Exception in any commercial district in Planning District 26:

1. Boarding, rooming or lodging house, dormitory
2. Car wash
3. Cemetery
4. Discount/variety store
5. Drug store exceeding
6. Laundry, self service
7. Mini-warehouse
8. Neighborhood convenience store, greater than 4,000 square feet
9. Nightclub, bar, tavern
10. Recreational vehicle park
11. Restaurant, drive-in
12. Restaurant, fast food





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0657, **Version:** 1

**Item #:** EA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Chief Compliance Officer

**Submitted by:** Sharon Grant, Accounts Payable Supervisor

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### **ITEM TITLE**

Payment of Bills

### **STAFF RECOMMENDATION**

Pay bills totaling \$10,498,590.84 (ten million, four hundred ninety-eight thousand, five hundred ninety dollars and eighty-four cents) with the exception of those vendors Commissioners requested to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, \$8,409,068.06 (eight million, four hundred nine thousand, sixty-eight dollars and six cents) is payable to the Baldwin County Board of Education and \$500,562.95 (five hundred thousand, five hundred sixty-two dollars and ninety-five cents) is payable to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

### **BACKGROUND INFORMATION**

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

**Background:** N/A

### **FINANCIAL IMPACT**

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

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

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

N/A

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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

**A/P Vendors Exceeding \$20,000**

Commission Meeting: February 04, 2020

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. of Education	6,916,844.62	Sales Tax
	1,492,223.44	Use Tax
	195,140.65	Casual Sales Tax; Dec 2019
Gulf Shores Board of Education	398,105.64	Sales Tax
	102,457.31	Use Tax
	13,499.52	Casual Sales Tax; Dec 2019
Coastal Community College	143,780.80	Sales Tax
	589.30	Casual Sales Tax; Dec 2019
Baldwin Youth Services	59,286.23	Sales Tax
	243.01	Casual Sales Tax; Dec 2019
District Attorney's Office	29,749.63	Sales Tax
	121.50	Casual Sales Tax; Dec 2019
Tyler Technologies Inc	117,658.18	Tyler Software Services
Truck Equipment Sales Inc	92,994.00	Asphalt Recycler (2)
City of Daphne	87,173.47	School Resource Officer
City of Robertsdale	72,219.48	School Resource Officer
Petroleum Traders Corporation	60,170.62	Fuel
City of Bay Minette	48,636.33	School Resource Officer
TSA Inc	48,485.20	Computer Equipment
Air Med Care Network	41,535.00	Air Emergency Service
Vulcan Materials Co	29,503.24	Road Building Materials
Baldwin Cnty Economic Dev Alliance	23,040.03	Sales Tax
<b>TOTAL</b>	<b>9,973,457.20</b>	

**Baldwin County Commission**  
**Accounts Payable Payments**  
**February 4, 2020**

Vendor Summary		Totals
1	A & M PORTABLES INC	4,766.00
2	A GRAND AFFAIR	408.75
3	A PRECISION AUTO GLASS	250.00
4	ACHEE, JENNIFER	14.00
5	ADAMS AND REESE LLP	6,000.00
6	ADT SECURITY SERVICES INC	58.89
7	AIR MED CARE NETWORK	41,535.00
8	AKINS, OLIVIA	14.00
9	AL STATE DEPT OF REVENUE	1.25
10	ALABAMA COASTAL RADIOLOGY	450.35
11	ALABAMA HISTORICAL ASSN	300.00
12	ALABAMA PIPE & SUPPLY CO INC	6,744.32
13	ALTA POINTE HEALTH SYSTEMS INC	13,237.17
14	AMERICAN ASSN FOR STATE & LOCAL HISTORY	118.00
16	AMERICAN REGISTRY FOR INTERNET NUMBERS	150.00
17	ANDREWS, SUSAN R	2,327.85
18	ASHBERRY LANDFILL LLC	74.00
19	ASPLUNDH TREE EXPERT	1,959.50
20	ASSN OF COUNTY COMMISSIONERS	20.00
21	BAKER DISTRIBUTING CO	126.00
22	BAKER, BETH	32.00
23	BALDASSARRI, GIUSEPPE	30.00
24	BALDWIN BONE & JOINT PC	111.23
25	BALDWIN CNTY BAR ASSN	700.00
26	BALDWIN CNTY BOARD OF EDUCATION	8,604,208.71
27	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	23,040.03
28	BALDWIN CNTY FAMILY VIOLENCE PROJECT	669.17
29	BALDWIN CNTY GENERAL FUND	1.32
30	BALDWIN CNTY HUMAN RESOURCES DEPT	223.06
31	BALDWIN CNTY SHERIFF'S OFFICE	2,817.75
32	BALDWIN CNTY SOLID WASTE	195.00
33	BALDWIN EMC	127.84
34	BALDWIN TRACTOR	2,812.80
35	BALDWIN YOUTH SERVICES	59,529.24
36	BALL, JAMES E	536.09
37	BARR, JOSHUA R	319.00
38	BATES, CRYSTAL NICOLE	17.71
39	BAY MINETTE BUILDING SUPPLY	310.10
40	BAY MINETTE LAND CO	1,000.00
41	BAY MINETTE YOUTH PROGRAM	669.17
42	BAY MINETTE, CITY OF	48,636.33
43	BAY PEST CONTROL COMPANY INC.	556.00
44	BAY SIDE RUBBER & PRODUCTS	2,103.05
45	BAY WINDOWS	45.00
46	BEARD EQUIPMENT	1,939.65
47	BENSON'S APPLIANCE CENTER	110.00



**Baldwin County Commission  
Accounts Payable Payments  
February 4, 2020**

<b>Vendor Summary</b>		<b>Totals</b>
48	BLACK, NICOLE	14.00
49	BLACKLIDGE EMULSIONS INC	2,286.00
50	BLUE 360 MEDIA, LLC	143.65
51	BOB BARKER CO INC	212.38
52	BOYKIN, CELENA R	36.23
53	BRANTLEY'S TIRES OF B'MIN	40.00
54	BREWER, ELISHA	14.00
55	BRINK'S INCORPORATED	50.00
56	BRUNSON NET & SUPPLY CO INC	490.00
57	BUILDERS HARDWARE & SUPPLY CO	340.15
58	BURKS, LAURA	32.00
59	BURRESS, STEPHANIE	16.00
60	BYRD, JONATHAN W	30.00
61	CARE HOUSE INC	1,672.91
62	CASCADE ENGINEERING INC	7,428.00
63	CASTIBLANCO, MARIA	16.00
64	CDW - GOVERNMENT, INC	9,301.46
65	CHAMBERS GLASS	470.00
66	CHANCE, TAMMY D	36.80
67	CHILDRESS, KELLY D	19.55
68	CHUCK STEVENS AUTO INC	857.56
69	CHUCK STEVENS CHEVROLET	1,111.91
70	CINDY HABER CENTER INC	2,788.18
71	CINTAS - UNIFORMS	713.86
72	CINTAS FIRST AID & SAFETY	90.84
73	CITY ELECTRIC SUPPLY - C.E.S.	71.09
74	CLARK, KRISTI	30.00
75	COASTAL AL COM COLLEGE	144,370.10
76	COASTAL TRUCK & EQUIPMENT	30.00
77	COMPLETE SAFETY WORKS INC	202.50
78	COPY PRODUCTS COMPANY	1,223.99
79	CORE COMPUTING SOLUTIONS INC	3,877.30
80	CRADDOCK, MARGARET	300.00
81	DADE PAPER & BAG CO	6,728.31
82	DANA SAFETY SUPPLY INC	13,069.89
83	DANIELS, JANA E	30.00
84	DANNY'S HYDRAULICS	22.24
85	DAPHNE YOUTH PROGRAM, CITY OF	669.16
86	DAPHNE, CITY OF	87,173.47
87	DAWN HOUSE	669.17
88	DELTA COMPUTER SYSTEMS INC	14,320.00
89	DENNIS ALUMINUM PRODUCTS	108.00
90	DENNISE WOLSTENHOLME	600.00
91	DEWBERRY ENGINEERS INC	6,478.31
92	DISTRICT ATTORNEY'S OFFICE	29,871.13
93	DOWHAN, ADRIENNE	30.00

**Baldwin County Commission  
Accounts Payable Payments  
February 4, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
94	DUTCHMAN'S LAWN & GARDEN	11.98
96	DYE, KIT & KIM	30.00
97	EAST BAY ELECTRIC	3,445.00
98	EDWARDS, AMY C & DAVID	21.00
99	EMEL, SARAH	16.00
100	ENGLAND, MICHAEL RYAN	30.00
101	EQUIPMENT SALES CO	1,293.51
102	ESTATE OF MICHELE R BROOKS	62.00
103	EVANS MFG	1,436.00
104	EXPRESS OIL CHANGE	89.49
105	EXPRESS OIL CHANGE	248.75
106	EYE HEART WORLD INC	2,000.00
107	FAILE, DAVID R	30.00
108	FAIRE, SHANE	14.00
109	FAIRHOPE YOUTH PROGRAM, CITY OF	669.17
110	FERGUSON WATERWORKS	659.00
111	FLEETPRIDE	4,514.63
112	FLORES & ASSOCIATES	840.75
113	FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	735.00
114	FOLEY YOUTH PROGRAM, CITY OF	669.17
115	FONDREN, FRANK B MD	140.00
116	GALL'S LLC	6,105.00
117	GANEY, BRENDA Q	3,433.34
118	GEORGE PATTON ASSOCIATES INC	117.94
119	GIDDENS, REGINA L	105.79
120	GOODWYN, MILLS & CAWOOD INC	6,489.50
121	GOODYEAR AUTO SERV CTR	839.46
122	GRAHAM, TERRI L	32.68
123	GRAYBAR ELECTRIC CO INC	132.03
124	GSP MARKETING INC	8,147.46
125	GULF COAST BUILDING SUPPLY-ACE HOME CTR	286.40
126	GULF COAST ORGANIC, INC.	1,350.00
127	GULF REGIONAL PATHOLOGISTS PA	1,050.00
128	GULF SHORES BOARD OF EDUCATION	514,062.47
129	HAPPY ACRES VETERINARY CLINIC	1,918.00
130	HENDERSON, KENDEL DYETT	92.00
131	HERNANDEZ, JOEL	30.00
132	HERRING, MELISSA	14.00
133	HIGGINBOTHAM, DAVID	9.00
134	HIGHLAND TECHNICAL SERVICES INC	600.00
135	HI-LINE - FOR PURCHASE ORDERS	405.68
136	HILL'S PET NUTRITION INC	263.19
137	HOWARD, VICKY J	44.34
138	HUNTER SECURITY INC	1,475.00
139	IMAGE 360 DAPHNE	185.00
140	IMC-EMERGENCY PHYSICIANS	822.05

**Baldwin County Commission**  
**Accounts Payable Payments**  
**February 4, 2020**

	Vendor Summary	Totals
141	INFIRMARY OCCUPATIONAL HEALTH PC	1,486.60
142	INGENUITY INC	3,500.00
143	INTERNATIONAL ASSN OF EMERGENCY MGRS	195.00
144	INTERNATIONAL CODE COUNCIL	109.65
145	J R WILBURN & ASSOCIATES INC	15,362.15
146	J&R SYSTEM INTEGRATION LLC/SECURITY 101	6,134.91
147	JACKSON, MIKYONG S	24.15
148	JACKSON, TRINA	16.00
149	JANI KING OF MOBILE	1,533.98
150	JAZZY CLEAN JANITORIAL	1,381.72
151	JONES WALKER	3,365.76
152	JONES, FRANK R III	56.14
153	JORDAN, CATHERINE	14.00
154	JUVENILE DETENTION FACILITY	9,814.38
155	KAISERCOMM INC	249.00
156	KENTWOOD SPRINGS WATER	164.07
157	KENWORTH OF ALABAMA	1,426.05
158	KIMBALL MIDWEST	712.29
159	KIMBROUGH, MITZI	16.00
160	KIMMERY, MICHAEL & SHERILYN	14.00
161	KOZON, JASON & JANA	30.00
162	KRAMER, REBECCA	16.00
163	LAKEPOINT STATE PARK & LODGE	90.44
164	LONG, MARY M	28.75
165	LOWE'S - DAPHNE	1,092.86
166	LOWE'S - FOLEY	123.61
167	LOXLEY AUTO PARTS AND HARDWARE	65.10
168	LOXLEY CWC GENERAL FUND	6,270.00
169	LOXLEY, TOWN OF	8,902.92
170	MAIL SOLUTIONS	193.00
171	MANAGEFORCE CORPORATION	6,225.00
172	MARK RITE LINES EQUIPMENT CO, INC.	3,637.27
173	MATHES OF ALABAMA	195.51
174	MCCORMICK, BARBARA	14.00
175	MCCORMICK, JOHN	30.00
176	McGRIFF TIRE CO INC	15,944.84
177	MCKINNEY PETROLEUM EQT INC	69.35
178	MCMURPHY, EDWARD	30.00
179	MCNEELY, TYLER	14.00
180	MCPHERSON OIL CO INC/DBA FUELMAN	2,998.07
181	MCTUNE, RYAN	14.00
182	MEDICAL DISPOSABLES CORP	1,000.00
183	MEEKER, ROBERT & MARY	16.00
184	MINGLEDORFF'S INC	33.25
185	MIRANDA, CAREEN	14.00
186	MITCHELL, JOHN C	30.00

**Baldwin County Commission  
Accounts Payable Payments  
February 4, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
187	MOBILE ASPHALT CO LLC	18,116.61
188	MOBILE MACHINE AND HYDRAULICS LLC	1,038.50
189	MONTECCHIE, CANDICE	30.00
190	MOORE, BEVERLY	16.00
191	MORGAN, DAVID A & MARY	14.00
192	MORRISON, KELLY & LACY, PEGGY	30.00
193	MOTT MACDONALD CONSULTANTS INC	6,178.07
194	MOYER FORD SALES INC	3,992.80
195	MWI ANIMAL HEALTH	2,700.28
196	NAVIGATION ELECTRONICS INC	61.60
197	NELSON, JAMES F	16.00
198	NEOPOST USA INC	257.52
199	NORRIS, ERIN D	30.00
200	NORTH BALDWIN UTILITIES	1,400.00
201	NOTARY PUBLIC UNDERWRITERS	101.00
202	ODOM, GARY	21.00
203	OEC	306.61
204	OFFICE OF PROSECUTION SERVICES	350.34
205	ORANGE BEACH, CITY OF	17,409.85
206	O'REILLY AUTO PARTS	251.64
207	O'REILLY AUTO PARTS-FIRST CALL R'DALE	1,603.07
208	OZARK MATERIALS LLC	15,288.00
209	PACER SERVICE CENTER	23.60
210	PAM'S EMBROIDERY & SEWING	502.00
211	PARKS, JEROMEY	30.00
212	PARTS HOUSE, THE	4,132.20
213	PATRICK, RONALD	30.00
214	PAUL, TRAVIS MD PC	1,100.00
215	PEACHES'N CLEAN	3,072.00
216	PEREGRINE SERVICES INC	7,752.66
217	PETROLEUM TRADERS CORPORATION	60,170.62
218	POPE, WILLIAM	30.00
219	POSTMARK INK	442.39
220	POWER PRODUCTIONS INC	800.00
221	PRINT SHOP, THE	822.50
222	QCHC INC	5,000.00
223	QUEST DIAGNOSTICS	951.35
224	RACINE'S FEED GARDEN & SUPPLY INC	472.50
225	RAYBORN, TYLER ANTHONY	300.00
226	READY MIX USA LLC	870.00
227	ROBERTSDALE AUTO PARTS INC	2,185.33
228	ROBERTSDALE, CITY OF	72,219.48
229	ROBINSON, FRANCES T	48.00
230	ROMEO 3'S COLLISION LLC	571.39
231	RUBBEREDGE LLC	1,667.96
232	RUFFIN, LORI G	137.50



**Baldwin County Commission  
Accounts Payable Payments  
February 4, 2020**

Vendor Summary		Totals
233	SAFETY KLEEN CORP	701.51
234	SALTER, KAHLEE	16.00
235	SCS FIELD SERVICES	6,113.00
236	SERVICEMASTER ACTION CLEANING	2,745.00
237	SEVEN CENT GAS TAX FUND	11,986.46
238	SHARP ELECTRONICS CORPORATION	372.78
239	SHERWIN WILLIAMS	107.92
240	SHIVER, MAKAYLA MOSLEY	75.33
241	SIMS, JOHN W	149.00
242	SMITH, CHARLOTTE K	154.00
243	SMITH, DILLON EARL	128.60
244	SMITH, JODIE M	63.37
245	SOFTWARE HOUSE INT dba SHI	334.01
246	SOUTH ALABAMA REGIONAL	5,771.46
247	SOUTH BALDWIN REGIONAL MEDICAL CENTER	125.00
248	SOUTHDATA INC	7,364.37
249	SOUTHEASTERN EQUIPMENT CO	1,389.45
250	SOUTHERN GREASE HAULING INC	502.50
251	SOUTHERN PIPE & SUPPLY	975.00
252	SOUTHERNCARLSON SYSTEMS	1,189.24
253	STANLEY, PAUL L	30.00
254	STANTEC CONSULTING SERVICES INC	13,771.00
255	STAPLES CONTRACT & COMMERCIAL INC.	19,261.61
256	SUMMERDALE, TOWN OF	8,084.25
257	SUMMIT LANDSCAPE SUPPLY	483.75
258	SUNSOUTH LLC	631.63
259	SUTLEY, DAVID & PATRICIA	16.00
260	SWEAT TIRE - BAY MINETTE	98.77
261	SWEAT TIRE - FAIRHOPE	118.91
262	SWEAT TIRE - ROBERTSDALE	1,367.63
263	TANNER, KENNETH G	30.00
264	TAYLOR CONCRETE & CONSTRUCTION LLC	7,000.00
265	TEAGUE, JORDAN CHRISTOPHER	319.00
266	TEED, JEANIE	14.00
267	TEMPLE, THOMAS	16.00
268	THE BARGE LLC	455.90
269	THOMAS, JERRY & AMY	30.00
270	THOMPSON TRACTOR CO	18,689.63
271	THOMPSON, AARON	30.00
272	TONY'S TOWING INC	125.00
273	TRANE-MOBILE PARTS CENTER	109.79
274	TRUCK EQUIPMENT SALES INC	92,994.00
275	TSA INC	48,485.20
276	TUBBY'S TEE'S	240.00
277	TURNER, LYNDA & JAMES	16.00
278	TWO-WAY COMMUNICATIONS INC	6,083.33

**Baldwin County Commission  
Accounts Payable Payments  
February 4, 2020**

<b>Vendor Summary</b>		<b>Totals</b>
279	TYLER TECHNOLOGIES INC.	117,658.18
280	ULINE INC	176.11
281	UNIFORMS AND MORE LLC	159.00
282	UNIV AUBURN-GOVERNMENTAL SERVICES	300.00
283	UNIVERSAL ENVIRONMENTAL	18.75
284	USA MEDICAL CENTER	346.65
285	VAN SCOYOC ASSOCIATES	9,500.00
286	VENTURE SYSTEM SOURCE LLC	1,315.00
287	VOLKERT INC	4,078.38
288	VULCAN MATERIALS CO	29,503.24
289	W H THOMAS OIL CO INC	1,275.00
290	W W GRAINGER	9,798.03
291	WALLICK, KIRK D	14.00
292	WALZ, BRENDA J	96.60
293	WARNER, RANSOM G & DONNA	30.00
294	WASHINGTON, EASTER MITCHELL	30.00
295	WASTE PRO OF FLORIDA	200.98
296	WESCO DISTRIBUTION	736.40
297	WESSON, DUSTIN	30.00
298	WESTRIDGE PROFESSIONAL SERVICES	3,325.00
299	WHAREHOUSE LLC	2,175.00
300	WHITE, CODY	14.00
301	WHITE, WAYNARD	48.00
302	WILLIAMS, LINDA G	30.00
303	WISE, JODY L	383.33
304	WOOD, LACEY	30.00
305	WRIGHTS MOTOR PARTS INC	627.20
306	XEROX CORP	103.27
307	YORK, BOBBI J	25.88
308	YOUNCE, TAMMY ARCHER	42.00
309	ZACK LONG DIRT PIT	210.00
<b>Grand Total</b>		<b>10,498,590.84</b>

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
105	JUVENILE DETENTION FACILITY	251 9370264	00001	9,814.38			9,814.38
111	SEVEN CENT GAS TAX FUND	251 9370371	00001	250.57			250.57
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00001	279.88			279.88
14084	BOB BARKER CO INC - PO'S		00001	212.38	5.00-		217.38
14132	BALDWIN YOUTH SERVICES		00001	59,529.24			59,529.24
14553	BALDWIN CNTY ECONOMIC DEVELOPMENT	251 9472445	00001	23,040.03			23,040.03
14567	BALDWIN CNTY FAMILY VIOLENCE P		00001	669.17			669.17
14572	CINDY HABER CENTER INC		00001	2,788.18			2,788.18
19003	NORTH BALDWIN UTILITIES		00001	1,400.00			1,400.00
19244	BAY MINETTE, CITY OF		00001	48,636.33			48,636.33
19267	DAPHNE, CITY OF		00001	87,173.47			87,173.47
19295	ORANGE BEACH, CITY OF		00001	17,409.85	17,409.85		
21127	DISTRICT ATTORNEY'S OFFICE		00001	29,871.13			29,871.13
21219	DENNIS ALUMINUM PRODUCTS	251 9436496	00001	108.00			108.00
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00001	10,885.00			10,885.00
25040	COASTAL AL COM COLLEGE (FAULKN		00001	144,370.10			144,370.10
25314	FONDREN, FRANK B MD		00001	140.00			140.00
27003	GOODYEAR AUTO SERV CTR - FOLEY	334 9435601	00001	839.46			839.46
27012	GRAYBAR ELECTRIC CO INC **	251 6666600**	00001	132.03			132.03
27263	GALL'S LLC	334 649 3678	00001	5,745.00	10.00-		5,755.00
32419	HUNTER SECURITY INC	251 6265112	00001	1,125.00			1,125.00
40074	MATHES OF ALABAMA-DAPHNE	251 626 1908	00001	195.51			195.51
40125	MCKINNEY PETROLEUM EQT INC	251 6618800PHONE	00001	69.35			69.35
40569	NOTARY PUBLIC UNDERWRITERS		00001	101.00	101.00		
43003	OEC	800 759-3368	00001	146.66			146.66
54037	SOUTH ALABAMA REGIONAL	334 4336541	00001	1,176.79			1,176.79
54038	SAFETY KLEEN CORP *	251 4563042	00001	701.51			701.51
54042	SWEAT TIRE - ROBERTSDALE		00001	1,367.63	27.50-		1,395.13
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00001	498.00			498.00
57202	SUMMERDALE, TOWN OF		00001	8,084.25			8,084.25
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00001	5,583.33			5,583.33
64733	SMITH, JODIE M	251 9375039	00001	63.37			63.37
66034	BALDWIN CNTY HUMAN RESOURCES D		00001	223.06			223.06
66057	USA MEDICAL CENTER		00001	346.65			346.65
72821	INTERNATIONAL ASSN OF EMERGENCY	303 5381795	00001	195.00			195.00
74317	PEACHES'N CLEAN	251 621-0066	00001	3,072.00			3,072.00
78158	BENSON'S APPLIANCE CENTER		00001	57.00			57.00
79441	GIDDENS, REGINA L	251 9474057	00001	105.79			105.79
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	2,326.25			2,326.25
85067	GULF REGIONAL PATHOLOGISTS PA		00001	1,050.00			1,050.00

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
87716	LOWE'S FOLEY - 057700034	9705307	00001	85.62				85.62	
87767	JANI KING OF MOBILE	504 4419700	00001	437.46				437.46	
92208	CARE HOUSE INC		00001	1,672.91				1,672.91	
94182	BAY MINETTE YOUTH PROGRAM		00001	669.17				669.17	
95468	BAY WINDOWS	433 4527	00001	45.00				45.00	
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00001	1,788.40				1,788.40	
99320	INFIRMARY OCCUPATIONAL HEALTH	4333781	00001	1,432.88				1,432.88	
101717	BRINK'S INCORPORATED		00001	50.00				50.00	
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	4,767.69				4,767.69	
107086	CITY ELECTRIC SUPPLY - C.E.S.	9291030	00001	71.09				71.09	
109073	EXPRESS OIL CHANGE -DAPHNE	251 6211859	00001	89.49				89.49	
109831	INTERNATIONAL CODE COUNCIL		00001	109.65				109.65	
109891	BOYKIN, CELENA R	251 7474193	00001	36.23				36.23	
111641	DAWN HOUSE (CIGARETTE TAX)		00001	669.17				669.17	
111974	WISE, JODY L		00001	383.33				383.33	
112416	ULINE INC	800 2955510	00001	176.11				176.11	
113064	PACER SERVICE CENTER	800 6766856	00001	23.60				23.60	
115473	VENTURE SYSTEM SOURCE LLC	800 4678614	00001	1,315.00				1,315.00	
115852	DADE PAPER & BAG CO	251 9641500	00001	6,073.38	194.43-			6,267.81	
118519	WALZ, BRENDA J	251 5804819	00001	96.60				96.60	
121216	PEREGRINE SERVICES INC	318 3254762	00001	7,752.66				7,752.66	
122243	CHANCE, TAMMY D	251 9372317	00001	36.80				36.80	
122500	ROBERTSDALE, CITY OF (MISC.)		00001	72,219.48				72,219.48	
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00001	334.01				334.01	
123924	LOXLEY, TOWN OF (MISC.)		00001	8,902.92				8,902.92	
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00001	203.79				203.79	
135378	AMERICAN REGISTRY FOR INTERNET	703 2270671	00001	150.00				150.00	
135466	VAN SCOYOC ASSOCIATES	202 6381950	00001	9,500.00				9,500.00	
136207	SHERWIN WILLIAMS - SPANISH FOR		00001	53.40				53.40	
136514	FLOYDS EXHAUST & PERFORMANCE A	9479631	00001	735.00				735.00	
136872	LOWE'S - DAPHNE	6217620	00001	39.00				39.00	
138958	PAUL, TRAVIS MD PC	251 5804243	00001	1,100.00				1,100.00	
143271	JAZZY CLEAN JANITORIAL	251 6220127	00001	284.00				284.00	
148881	ANDREWS, SUSAN R	850 639-3751	00001	1,913.90				1,913.90	
150287	BAY MINETTE LAND CO		00001	1,000.00				1,000.00	
152266	LONG, MARY M	251 7529005	00001	28.75				28.75	
154499	SOUTHERN PIPE & SUPPLY - FAIRH	251 9900786	00001	975.00				975.00	
155011	KAISERCOMM INC	866 6237694	00001	249.00				249.00	
156427	DAPHNE YOUTH PROGRAM, CITY OF		00001	669.16				669.16	
156435	FOLEY YOUTH PROGRAM, CITY OF		00001	669.17				669.17	



Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
156443	FAIRHOPE YOUTH PROGRAM, CITY O		00001	669.17				669.17	
157294	ADAMS AND REESE LLP	504 5813234	00001	6,000.00				6,000.00	
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	109.79				109.79	
160709	A GRAND AFFAIR	251 9438188	00001	408.75				408.75	
161138	MINGLEDORFF'S INC		00001	33.25				33.25	
162616	SWEAT TIRE - BAY MINETTE	5808473	00001	98.77				98.77	
166975	TSA INC	205 7339111	00001	48,485.20				48,485.20	
174473	WASTE PRO OF FLORIDA	850 4740800	00001	200.98				200.98	
174713	PAM'S EMBROIDERY & SEWING	251 9371393	00001	502.00				502.00	
180090	WESTRIDGE PROFESSIONAL SERVICE	881 1899	00001	3,325.00				3,325.00	
180302	ASHBERRY LANDFILL LLC	334 493 1250	00001	74.00				74.00	
180505	CHUCK STEVENS CHEVROLET	251 937 1500	00001	1,111.91				1,111.91	
180573	DANA SAFETY SUPPLY INC	800 845 0045	00001	13,069.89				13,069.89	
180990	NEOPOST USA INC	203 301 3400	00001	257.52				257.52	
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00001	58,790.47	10,616.12-			69,406.59	
181185	MAIL SOLUTIONS	251 232 9478	00001	193.00				193.00	
181289	SWEAT TIRE - FAIRHOPE	251 990 8973	00001	118.91				118.91	
181386	BATES, CRYSTAL NICOLE	251 2133890	00001	17.71				17.71	
181387	SOUTHERN GREASE HAULING INC		00001	502.50				502.50	
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	481.06				481.06	
181852	ALTA POINTE HEALTH SYSTEMS INC	251 450 5901	00001	13,237.17				13,237.17	
181921	ALABAMA COASTAL RADIOLOGY	251 460-0326	00001	450.35				450.35	
182169	YORK, BOBBI J	251 6549184	00001	25.88				25.88	
182172	UNIVERSAL ENVIRONMENTAL		00001	18.75				18.75	
183041	MANAGEFORCE CORPORATION	630 592 8727	00001	6,225.00				6,225.00	
183476	SOUTHERNCARLSON SYSTEMS	303 574 1500	00001	1,189.24				1,189.24	
184294	PRINT SHOP, THE	251 937 1772	00001	389.00				389.00	
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	13,893.47	5.50-			13,898.97	
186622	ROMEO 3'S COLLISION LLC	251 945 7663	00001	571.39				571.39	
186795	SHIVER, MAKAYLA MOSLEY	251 424-4417	00001	75.33	75.33				
186957	RAYBORN, TYLER ANTHONY	251 802-5391	00001	300.00				300.00	
187112	QUEST DIAGNOSTICS		00001	951.35				951.35	
188058	JACKSON, MIKYONG S	251 404-6312	00001	24.15				24.15	
188242	FLORES & ASSOCIATES	704 335-8211	00001	840.75				840.75	
188437	UNIFORMS AND MORE LLC	251 947 5919	00001	159.00				159.00	
189625	BALL, JAMES E	251 609-3688	00001	536.09				536.09	
189759	INGENUITY INC		00001	3,500.00				3,500.00	
189976	AIR MED CARE NETWORK	843 708 6192	00001	23,310.00				23,310.00	
190029	IMC-EMERGENCY PHYSICIANS		00001	822.05				822.05	
190748	BARR, JOSHUA R	812 406-6448	00001	319.00				319.00	

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
190751	TEAGUE, JORDAN CHRISTOPHER	850 549-7328	00001	319.00			319.00
190884	TYLER TECHNOLOGIES, INC.	800 772 2260	00001	117,658.18			117,658.18
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00001	370.00	370.00		
191271	PARTS HOUSE, THE	251 471 45000	00001	4,132.20			4,132.20
191272	BALDWIN BONE & JOINT PC		00001	111.23			111.23
191354	IMAGE 360 DAPHNE	251 626 8168	00001	185.00			185.00
191489	WHAREHOUSE LLC	251 937-5566	00001	2,175.00	2,175.00		
191699	THE BARGE LLC (R)		00001	455.90			455.90
191745	EYE HEART WORLD INC		00001	2,000.00			2,000.00
	General Fund		00001	925,285.53	9,272.63		916,012.90
87089	A PRECISION AUTO GLASS - DAPHN	251 6211500	00103	250.00			250.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00103	3.22			3.22
189976	AIR MED CARE NETWORK	843 708 6192	00103	90.00			90.00
	County Transportation Fund		00103	343.22			343.22
189976	AIR MED CARE NETWORK	843 708 6192	00104	135.00			135.00
	Legislative Del Off Fund		00104	135.00			135.00
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00105	25.53			25.53
32419	HUNTER SECURITY INC	251 6265112	00105	350.00			350.00
54037	SOUTH ALABAMA REGIONAL	334 4336541	00105	2,537.04			2,537.04
84216	W W GRAINGER - FOR PO'S	251 661-1035	00105	78.34			78.34
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00105	1.91			1.91
115852	DADE PAPER & BAG CO	251 9641500	00105	155.17			155.17
136207	SHERWIN WILLIAMS - SPANISH FOR		00105	54.52			54.52
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00105	2,817.75			2,817.75
184294	PRINT SHOP, THE	251 937 1772	00105	208.00			208.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00105	39.98			39.98
186326	QCHC INC		00105	5,000.00			5,000.00
189976	AIR MED CARE NETWORK	843 708 6192	00105	765.00			765.00
	Juvenile Detention Fac Fund		00105	12,033.24			12,033.24
111	SEVEN CENT GAS TAX FUND	251 9370371	00106	11,735.89			11,735.89
54037	SOUTH ALABAMA REGIONAL	334 4336541	00106	680.64			680.64
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00106	.63			.63
125559	ALABAMA HISTORICAL ASSN		00106	300.00			300.00
136733	AMERICAN ASSN FOR STATE & LOCA		00106	118.00			118.00
160493	POWER PRODUCTIONS INC	6252801	00106	800.00			800.00
184294	PRINT SHOP, THE	251 937 1772	00106	145.50			145.50
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00106	243.33	826.49-		1,069.82
189976	AIR MED CARE NETWORK	843 708 6192	00106	135.00			135.00
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00106	22.50	22.50		
	Baldwin Co Archives Fund		00106	14,181.49	803.99-		14,985.48

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
10432	ADT SECURITY SERVICES INC ***		00109	58.89			58.89
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00109	550.00			550.00
84216	W W GRAINGER - FOR PO'S	251 661-1035	00109	282.57	232.16-		514.73
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00109	15.79			15.79
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00109	145.96			145.96
187344	CINTAS - UNIFORMS		00109	713.86			713.86
187817	MWI ANIMAL HEALTH	800 762 4800/2485	00109	2,700.28			2,700.28
188103	HAPPY ACRES VETERINARY CLINIC		00109	1,918.00			1,918.00
188391	HILL'S PET NUTRITION INC		00109	263.19			263.19
189976	AIR MED CARE NETWORK	843 708 6192	00109	585.00			585.00
	Animal Shelter		00109	7,233.54	232.16-		7,465.70
10044	ASSN OF COUNTY COMMISSIONERS		00111	20.00			20.00
10448	A & M PORTABLES INC	251 6790933	00111	150.00			150.00
14005	BALDWIN EMC	251 9890118	00111	127.84			127.84
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00111	8.95			8.95
14075	BEARD EQUIPMENT - POWERPLAN	4561993	00111	1,939.65			1,939.65
14488	BLACKLIDGE EMULSIONS INC	800 8663878	00111	2,286.00			2,286.00
21209	DUTCHMAN'S LAWN & GARDEN	251 9437043	00111	11.98			11.98
25048	EQUIPMENT SALES CO	251 9375313	00111	1,293.51			1,293.51
40019	MOYER FORD SALES INC	334 9431661	00111	349.97			349.97
40589	MOBILE ASPHALT CO LLC	251 4080770	00111	18,116.61	446.50-		18,563.11
43932	EVANS MFG	251 6336008	00111	1,436.00			1,436.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00111	168.07			168.07
57039	TRUCK EQUIPMENT SALES INC	251 6668606	00111	92,994.00			92,994.00
57071	THOMPSON TRACTOR CO	334 6265100	00111	14,873.86	2,220.00-		17,093.86
60417	GOODWYN, MILLS & CAWOOD INC	334 2713200	00111	2,039.50			2,039.50
64821	DANNY'S HYDRAULICS	334 9701713	00111	22.24			22.24
65201	VULCAN MATERIALS CO - PO'	251 6256681	00111	27,690.19	.02-		27,690.21
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00111	627.20			627.20
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00111	228.90			228.90
66295	VOLKERT INC **	251 3421070	00111	4,078.38			4,078.38
83660	ALABAMA PIPE & SUPPLY CO INC	251 6531399	00111	6,744.32			6,744.32
84216	W W GRAINGER - FOR PO'S	251 661-1035	00111	6,298.30	4.29-		6,302.59
87767	JANI KING OF MOBILE	504 4419700	00111	888.56			888.56
94060	CHUCK STEVENS AUTO INC		00111	857.56			857.56
98394	SOUTH BALDWIN REGIONAL MEDICAL	334 9523400	00111	125.00			125.00
98597	BALDWIN TRACTOR - PURCHASES	9474171	00111	2,563.64	284.85-		2,848.49
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00111	429.75			429.75
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00111	174.59			174.59
105435	CINTAS FIRST AID & SAFETY	251 4437301	00111	90.84			90.84

Number	Supplier		Co	Balance Open	Current	Aging		
	Name	Phone Number				1 - 0	Over 0	
110162	ZACK LONG DIRT PIT	251 9371441	00111	210.00				210.00
111077	ASPLUNDH TREE EXPERT - SAGINAW	205 6854000	00111	1,959.50				1,959.50
126261	EXPRESS OIL CHANGE -ROBERTSDALE	251 9472606	00111	44.96				44.96
126877	O'REILLY AUTO PARTS #1134 - B'	251 5800298PH	00111	251.64				251.64
128080	KENWORTH OF ALABAMA (PARTS ONLY)	251 9574000P	00111	966.59				966.59
128362	SIMS, JOHN W	251 6330799	00111	149.00				149.00
136872	LOWE'S - DAPHNE	6217620	00111	529.84				529.84
147897	NAVIGATION ELECTRONICS INC	800 9491446PH	00111	61.60				61.60
148881	ANDREWS, SUSAN R	850 639-3751	00111	413.95				413.95
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	1,067.00				1,067.00
162801	COMPLETE SAFETY WORKS INC	251 4796788	00111	202.50				202.50
167927	JONES WALKER - PO'S		00111	3,365.76				3,365.76
169455	W H THOMAS OIL CO INC	205 7552610	00111	1,275.00				1,275.00
181230	LOXLEY AUTO PARTS AND HARDWARE		00111	65.10				65.10
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00111	286.40				286.40
181574	O'REILLY AUTO PARTS-FIRST CALL		00111	1,122.01				1,122.01
181821	COPY PRODUCTS COMPANY		00111	1,223.99				1,223.99
183407	READY MIX USA LLC	251 943 2985	00111	870.00				870.00
184294	PRINT SHOP, THE	251 937 1772	00111	80.00				80.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00111	19.13	314.07-			333.20
185685	DEWBERRY ENGINEERS INC	251 990 9950	00111	6,478.31				6,478.31
185700	STANTEC CONSULTING SERVICES IN	251 450 7601	00111	13,771.00				13,771.00
186715	CHAMBERS GLASS	251 964 2298	00111	470.00				470.00
187849	MOTT MACDONALD CONSULTANTS INC	251 343 4366	00111	6,178.07				6,178.07
188577	EAST BAY ELECTRIC	251 421 0033	00111	3,445.00				3,445.00
189276	OZARK MATERIALS LLC	334 371 2308	00111	15,288.00				15,288.00
189976	AIR MED CARE NETWORK	843 708 6192	00111	6,435.00				6,435.00
191533	MARK RITE LINES EQUIPMENT CO, I		00111	3,637.27				3,637.27
191744	CRADDOCK, MARGARET (R)		00111	300.00	300.00			
	7 Cent Gasoline Tax Fund		00111	256,802.03	2,969.73-			259,771.76
10225	UNIV AUBURN-GOVERNMENTAL SERVICES	8444782/HALEYCT R	00120	300.00				300.00
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00120	3,435.00				3,435.00
54037	SOUTH ALABAMA REGIONAL	334 4336541	00120	1,005.46				1,005.46
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00120	13.07				13.07
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00120	4,359.18				4,359.18
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00120	1,007.14				1,007.14
189976	AIR MED CARE NETWORK	843 708 6192	00120	1,980.00				1,980.00
	Reappraisal Fund		00120	12,099.85				12,099.85
85155	CHILDRESS, KELLY D	251 9647787	00140	19.55				19.55



Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00140	1.76			1.76
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	92.00			92.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00140	155.62			155.62
189976	AIR MED CARE NETWORK	843 708 6192	00140	360.00			360.00
	Council on Aging Fund		00140	628.93			628.93
39502	LAKEPOINT STATE PARK & LODGE		00143	90.44			90.44
43003	OEI	800 759-3368	00143	159.95			159.95
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	993.74			993.74
54037	SOUTH ALABAMA REGIONAL	334 4336541	00143	258.13			258.13
78158	BENSON'S APPLIANCE CENTER	9435096	00143	53.00			53.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00143	163.12			163.12
115852	DADE PAPER & BAG CO	251 9641500	00143	164.67			164.67
143271	JAZZY CLEAN JANITORIAL	251 6220127	00143	1,097.72			1,097.72
180139	GEORGE PATTON ASSOCIATES INC		00143	117.94			117.94
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00143	77.92			77.92
186545	TAYLOR CONCRETE & CONSTRUCTION	494 0226	00143	1,600.00			1,600.00
189976	AIR MED CARE NETWORK	843 708 6192	00143	1,665.00			1,665.00
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00143	66.00	66.00		
	Section 18 Fund		00143	6,507.63	66.00		6,441.63
10448	A & M PORTABLES INC	251 6790933	00144	4,091.00			4,091.00
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00144	25.79			25.79
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00144	65.10			65.10
49373	TUBBY'S TEE'S	334 928-0086	00144	240.00			240.00
70471	SUMMIT LANDSCAPE SUPPLY	251 9645726	00144	483.75			483.75
84216	W W GRAINGER - FOR PO'S	251 661-1035	00144	304.56			304.56
87767	JANI KING OF MOBILE	504 4419700	00144	207.96			207.96
98597	BALDWIN TRACTOR - PURCHASES	9474171	00144	249.16	27.68-		276.84
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00144	40.48			40.48
136590	BRUNSON NET & SUPPLY CO INC	251 9436911	00144	490.00			490.00
136872	LOWE'S - DAPHNE	6217620	00144	524.02			524.02
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHN GIBSON	00144	6,134.91			6,134.91
161111	BRANTLEY'S TIRES OF B'MIN - DO	9371011	00144	40.00			40.00
181787	SHARP ELECTRONICS CORPORATION		00144	32.62	32.62		
185606	GULF COAST ORGANIC, INC. **		00144	1,350.00			1,350.00
186545	TAYLOR CONCRETE & CONSTRUCTION	494 0226	00144	5,400.00			5,400.00
189976	AIR MED CARE NETWORK	843 708 6192	00144	720.00			720.00
	Parks Fund		00144	20,399.35	4.94		20,394.41
189976	AIR MED CARE NETWORK	843 708 6192	00146	90.00			90.00
191603	J R WILBURN & ASSOCIATES INC		00146	15,362.15			15,362.15

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
	Eastern Shore Metro Planning O		00146	15,452.15			15,452.15
65201	VULCAN MATERIALS CO - PO	251 6256681	00165	1,813.05			1,813.05
	Gulf Mexico EnergySec Act 2006		00165	1,813.05			1,813.05
10448	A & M PORTABLES INC	251 6790933	00510	525.00			525.00
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00510	245.00			245.00
40019	MOYER FORD SALES INC	334 9431661	00510	3,642.83			3,642.83
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00510	744.51	108.00-		852.51
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00510	550.66			550.66
54317	AL STATE DEPT OF REVENUE		00510	1.25			1.25
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00510	1,697.00			1,697.00
57071	THOMPSON TRACTOR CO	334 6265100	00510	3,815.77			3,815.77
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00510	500.00			500.00
57327	TONY'S TOWING INC	251 9287334	00510	125.00			125.00
60417	GOODWYN, MILLS & CAWOOD INC	334 2713200	00510	4,450.00			4,450.00
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00510	507.50			507.50
68013	SOUTHEASTERN EQUIPMENT CO/ PO	706 7984361	00510	1,389.45			1,389.45
84216	W W GRAINGER - FOR PO'S	251 661-1035	00510	16.10			16.10
89148	BAKER DISTRIBUTING CO **	4762263	00510	126.00			126.00
95071	FLEETPRIDE - PO	251 4382489	00510	928.22			928.22
97199	RACINE'S FEED GARDEN & SUPPLY	251 9473003	00510	472.50			472.50
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00510	223.65			223.65
115852	DADE PAPER & BAG CO	251 9641500	00510	20.00			20.00
120432	HI-LINE - FOR PURCHASE ORDERS		00510	202.96			202.96
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00510	459.46			459.46
140652	FERGUSON WATERWORKS - PO'S	251 9648330PH	00510	659.00			659.00
142404	SCS FIELD SERVICES		00510	6,113.00			6,113.00
144784	LOXLEY CWC GENERAL FUND	251 9645044	00510	6,270.00			6,270.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00510	3,842.72	50.00-		3,892.72
152485	RUBBEREDGE LLC	800 3096939	00510	1,667.96			1,667.96
158107	KIMBALL MIDWEST - PO	PO ONLY	00510	442.57			442.57
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00510	1,380.15			1,380.15
181787	SHARP ELECTRONICS CORPORATION		00510	340.16	340.16		
182059	SUNSOUTH LLC	251 943 5091	00510	631.63			631.63
183572	SMITH, DILLON EARL	251 424-0284	00510	128.60	128.60		
185594	STAPLES CONTRACT & COMMERCIAL	800 333 8496	00510	256.09	670.00-		926.09
185989	HIGHLAND TECHNICAL SERVICES IN	205 985 4874	00510	600.00			600.00
189976	AIR MED CARE NETWORK	843 708 6192	00510	1,710.00			1,710.00
	Solid Waste Fund		00510	44,684.74	359.24-		45,043.98
48298	POSTMARK INK	251 9281095	00511	442.39			442.39
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00511	279.01			279.01

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	1,552.39			1,552.39
84216	W W GRAINGER - FOR PO'S	251 661-1035	00511	491.91			491.91
87716	LOWE'S FOLEY - 057700034	9705307	00511	37.99			37.99
95071	FLEETPRIDE - PO	251 4382489	00511	3,586.41			3,586.41
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00511	308.49			308.49
115852	DADE PAPER & BAG CO	251 9641500	00511	315.09			315.09
120432	HI-LINE - FOR PURCHASE ORDERS		00511	202.72			202.72
149690	McGRIFF TIRE CO INC (PO'S ONL		00511	11,035.12	900.00-		11,935.12
158107	KIMBALL MIDWEST - PO	PO ONLY	00511	269.72			269.72
159767	CORE COMPUTING SOLUTIONS INC		00511	3,877.30			3,877.30
170536	SOUTHDATA INC *	251 3437616	00511	7,364.37			7,364.37
183314	CASCADE ENGINEERING INC	203 695 1130	00511	7,428.00			7,428.00
183656	MOBILE MACHINE AND HYDRAULICS		00511	1,038.50			1,038.50
184129	COASTAL TRUCK & EQUIPMENT (R)		00511	30.00			30.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00511	277.29			277.29
189486	GSP MARKETING INC	814 445 5866	00511	8,147.46			8,147.46
189976	AIR MED CARE NETWORK	843 708 6192	00511	3,150.00			3,150.00
191040	THOMPSON, AARON (R)		00511	30.00			30.00
191364	HOWARD, VICKY J (R)		00511	44.34			44.34
191507	PARKS, JEROMEY (R)		00511	30.00			30.00
191653	JONES, FRANK R III (R)		00511	56.14			56.14
191654	WESSON, DUSTIN (R)		00511	30.00			30.00
191655	BURKS, LAURA (R)		00511	32.00			32.00
191656	ESTATE OF MICHELE R BROOKS (R)		00511	62.00			62.00
191657	MORGAN, DAVID A & MARY (R)		00511	14.00			14.00
191658	MEEKER, ROBERT & MARY (R)		00511	16.00			16.00
191659	WHITE, WAYNARD (R)		00511	48.00			48.00
191660	PATRICK, RONALD (R)		00511	30.00			30.00
191661	WOOD, LACEY (R)		00511	30.00			30.00
191662	HERNANDEZ, JOEL (R)		00511	30.00			30.00
191663	CLARK, KRISTI (R)		00511	30.00			30.00
191664	HIGGINBOTHAM, DAVID (R)		00511	9.00			9.00
191665	AKINS, OLIVIA (R)		00511	14.00			14.00
191666	ACHEE, JENNIFER (R)		00511	14.00			14.00
191667	ODOM, GARY (R)		00511	21.00			21.00
191668	KRAMER, REBECCA (R)		00511	16.00			16.00
191669	TEMPLE, THOMAS (R)		00511	16.00			16.00
191670	JACKSON, TRINA (R)		00511	16.00			16.00
191671	HERRING, MELISSA (R)		00511	14.00			14.00
191672	CASTIBLANCO, MARIA (R)		00511	16.00			16.00

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
191673	TURNER, LYND A & JAMES (R)		00511	16.00					16.00
191674	MCTUNE, RYAN (R)		00511	14.00					14.00
191675	SALTER, KAHLEE (R)		00511	16.00					16.00
191676	EDWARDS, AMY C & DAVID (R)		00511	21.00					21.00
191677	NELSON, JAMES F (R)		00511	16.00					16.00
191678	MOORE, BEVERLY (R)		00511	16.00					16.00
191679	KIMBROUGH, MITZI (R)		00511	16.00					16.00
191680	BURRESS, STEPHANIE (R)		00511	16.00					16.00
191681	JORDAN, CATHERINE (R)		00511	14.00					14.00
191682	MCCORMICK, BARBARA (R)		00511	14.00					14.00
191683	ENGLAND, MICHAEL RYAN (R)		00511	30.00					30.00
191684	DANIELS, JANAE (R)		00511	30.00					30.00
191685	WASHINGTON, EASTER MITCHELL (R)		00511	30.00					30.00
191686	MIRANDA, CAREEN (R)		00511	14.00					14.00
191687	FAIRE, SHANE (R)		00511	14.00					14.00
191707	YOUNCE, TAMMY ARCHER (R)		00511	42.00					42.00
191708	MCCORMICK, JOHN (R)		00511	30.00					30.00
191709	DOWHAN, ADRIENNE (R)		00511	30.00					30.00
191710	BAKER, BETH (R)		00511	32.00					32.00
191711	MITCHELL, JOHN C (R)		00511	30.00					30.00
191712	BALDASSARRI, GIUSEPPE (R)		00511	30.00					30.00
191713	WILLIAMS, LINDA G (R)		00511	30.00					30.00
191714	DYE, KIT & KIM (R)		00511	30.00					30.00
191715	KOZON, JASON & JANA (R)		00511	30.00					30.00
191716	WARNER, RANSOM G & DONNA (R)		00511	30.00					30.00
191717	WHITE, CODY (R)		00511	14.00					14.00
191718	MCNEELY, TYLER (R)		00511	14.00					14.00
191719	KIMMERY, MICHAEL & SHERILYN (R)		00511	14.00					14.00
191720	SUTLEY, DAVID & PATRICIA (R)		00511	16.00					16.00
191721	MORRISON, KELLY & LACY, PEGGY		00511	30.00					30.00
191722	THOMAS, JERRY & AMY (R)		00511	30.00					30.00
191724	FAILE, DAVID R (R)		00511	30.00					30.00
191725	TANNER, KENNETH G (R)		00511	30.00					30.00
191726	MONTECCHIE, CANDICE (R)		00511	30.00					30.00
191727	POPE, WILLIAM (R)		00511	30.00					30.00
191728	MCMURPHY, EDWARD (R)		00511	30.00					30.00
191729	WALLICK, KIRK D (R)		00511	14.00					14.00
191730	BREWER, ELISHA (R)		00511	14.00					14.00
191731	BLACK, NICOLE (R)		00511	14.00					14.00
191732	TEED, JEANIE (R)		00511	14.00					14.00



Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
191733	EMEL, SARAH (R)		00511	16.00		16.00
191734	NORRIS, ERIN D (R)		00511	30.00		30.00
191735	STANLEY, PAUL L (R)		00511	30.00		30.00
191736	BYRD, JONATHAN W (R)		00511	30.00		30.00
191737	ROBINSON, FRANCES T (R)		00511	48.00		48.00
	Solid Waste Collection Fund		00511	51,521.64	900.00-	52,421.64
27263	GALL'S LLC	334 649 3678	00708	360.00		360.00
98634	MCPHERSON OIL CO INC/DBA FUELM	000 2398882	00708	7.80		7.80
99320	INFIRMARY OCCUPATIONAL HEALTH	034 4333781	00708	53.72		53.72
189976	AIR MED CARE NETWORK	843 708 6192	00708	405.00		405.00
190953	MEDICAL DISPOSABLES CORP	321 800 5289	00708	1,000.00		1,000.00
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00708	97.50	97.50	
	Community Corrections		00708	1,924.02	97.50	1,826.52
14118	BALDWIN CNTY GENERAL FUND		00740	1.32		1.32
39466	KENTWOOD SPRINGS WATER	18002357873	00740	164.07		164.07
54037	SOUTH ALABAMA REGIONAL	334 4336541	00740	113.40		113.40
66391	XEROX CORP		00740	103.27		103.27
96444	BALDWIN CNTY BAR ASSN-BAY MINE		00740	700.00		700.00
105048	BALDWIN CNTY SOLID WASTE	251 9888125	00740	195.00		195.00
116169	GANEY, BRENDA Q		00740	3,433.34		3,433.34
181809	RUFFIN, LORI G		00740	137.50		137.50
185506	SMITH, CHARLOTTE K		00740	154.00		154.00
188371	BLUE 360 MEDIA, LLC		00740	143.65		143.65
191743	DENNISE WOLSTENHOLME		00740	600.00		600.00
	Law Library Fund		00740	5,745.55		5,745.55
144944	GRAHAM, TERRI L	251 6260479	00751	32.68		32.68
	BC Employee Fund		00751	32.68		32.68
43012	OFFICE OF PROSECUTION SERVICES		00760	350.34		350.34
	District Attorney Fund		00760	350.34		350.34
185594	STAPLES CONTRACT & COMMERCIAL	003 333 8496	00783	3,145.68		3,145.68
	Revenue Comm Discretionary Fd		00783	3,145.68		3,145.68
Grand Total(s)			00783	1,380,319.66	4,175.95	1,376,143.71

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Baldwin County Commission  
Manual Payment Journal

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..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution		User ID					
G/L Bank Account	00018481					Cash	Batch Number	2848708	Type	M	Date	1/29/2020			SGRANT	
PN	9205062			2/4/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	6,916,844.62-							D	
PV	506576	00001	001	1/28/2020		1282020	SALES/USE TAX									
						Cash	00018481					6,916,844.62-			AA	
PN	9205062			2/4/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	1,492,223.44-							D	
PV	506576	00001	002	1/28/2020		1282020	SALES/USE TAX									
						Cash	00018481					1,492,223.44-			AA	
PN	9205062			2/4/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	195,140.65-							D	
PV	506577	00001	001	1/28/2020		12312019	CASUAL SALES TAX; DEC 2019									
						Cash	00018481					195,140.65-			AA	
Totals for Bank Account								8,604,208.71-				8,604,208.71-				
Totals for Batch								8,604,208.71-				8,604,208.71-				
User Total								8,604,208.71-				8,604,208.71-				
Grand Total								8,604,208.71-				8,604,208.71-				

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Baldwin County Commission  
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					
G/L Bank Account				00018481		Cash	Batch Number	2848721	Type	M	Date	1/29/2020	User ID	SGRANT			
PN	9205063			2/4/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	398,105.64-						D			
PV	506578	00001	001	1/28/2020		1282020	SALES/USE TAX										
						Cash	00018481						398,105.64-	AA			
PN	9205063			2/4/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	102,457.31-						D			
PV	506578	00001	002	1/28/2020		1282020	SALES/USE TAX										
						Cash	00018481						102,457.31-	AA			
PN	9205063			2/4/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	13,499.52-						D			
PV	506579	00001	001	1/28/2020		12312019	CASUAL SALES TAX; DEC 2019										
						Cash	00018481						13,499.52-	AA			
Totals for Bank Account								514,062.47-					514,062.47-				
Totals for Batch								514,062.47-					514,062.47-				
User Total								514,062.47-					514,062.47-				
Grand Total								514,062.47-					514,062.47-				

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# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0658, **Version:** 1

**Item #:** EA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Chief Compliance Officer

**Submitted by:** Sharon Grant, Accounts Payable Supervisor

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### ITEM TITLE

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

### STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling \$2,334,830.48 (two million, three hundred thirty-four thousand, eight hundred thirty dollars and forty-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  
February 4, 2020**

Vendor Summary	Totals	Brief Description
1 AL STATE DEPT OF REVENUE	242.71	Payroll
2 AL STATE DEPT OF REVENUE	75,860.97	Disposal Fee; Solid Waste
3 ALABAMA CHILD SUPPORT PAYMENT CENTER	2,931.64	Payroll
4 AT&T	218.68	Telephone
5 AT&T	903.73	Telephone
6 AT&T MOBILITY	346.94	Telephone
7 AUSTILL, JERE III	453.49	Land Redemption
8 BALDWIN CNTY COMMISSION - BOOTS	355.00	Payroll
9 BALDWIN CNTY COMMISSION - DENTAL	12,199.47	Payroll
10 BALDWIN CNTY SHERIFF'S OFFICE	781,342.36	Payroll
11 BALDWIN COUNTY COMMISSION - HEALTH	66,348.50	Payroll
12 BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
13 BALDWIN EMC	10,214.00	Utilities
14 BLUE CROSS & BLUE SHIELD OF AL	859,156.25	Payroll
15 CENTURYLINK	3,059.83	Telephone
16 CENTURYLINK	1,490.52	Telephone
17 CHURCH OF LORD JESUS CHRIST	660.00	Solid Waste Refund
18 DEPARTMENT OF CHILDREN AND FAMILY SVC	193.84	Payroll
19 EUGENE GARY LEDLOW	1,120.43	Land Redemption
20 FAIRHOPE, CITY OF	8,735.68	Utilities
21 FLEXIBLE BENEFITS	10,214.08	Payroll
22 FRONTIER COMMUNICATIONS	74.55	Telephone
23 HANCOCK BANK	21,871.74	Credit Card Service
24 HARBOR COMMUNICATIONS LLC	3,559.42	Telephone
25 HOLLOWELL, ASA B	6,740.14	Land Redemption
26 HUECHTKER, BETTY H	94.00	Solid Waste Refund
27 IRS-TAX PAYMENT	219,134.59	Payroll
28 IVERS, LEWIS R	78,634.76	Land Redemption
29 JUDICIAL RETIREMENT FUND	907.68	Payroll
30 LAKE FOREST PROPERTY OWNERS ASSOCIATION	278.38	Land Redemption
31 MERCURY FUNDING, LLC	26,689.53	Land Redemption
32 NATIONWIDE RETIREMENT SOLUTIONS	9,674.75	Payroll
33 NORTH BALDWIN UTILITIES	37,961.28	Utilities
34 O'BRIEN, DANIEL	1,523.51	Payroll
35 PERDIDO BAY WATER, SEWER, FIRE	13,678.32	Utilities
36 RELIABLE PROPERTIES LLC	1,240.15	Land Redemption
37 REVENUE COMMISSION-TEDDY FAUST	1,968.86	Property Taxes
38 RIVIERA UTILITIES	13,523.94	Utilities
39 RYNO CONSULTING LLC	917.30	Monthly Pay Flow Fee
40 VERIZON WIRELESS	54,270.56	Telephone
41 WILLIAMS, ADDIE M	136.00	Solid Waste Refund
42 WILSON, RHONDA D	3,599.23	Land Redemption
43 WISE, JODY L CIRCUIT CLERK	796.38	Payroll
<b>Grand Total</b>	<b>2,334,830.48</b>	

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Baldwin County Commission  
Manual Payment Journal

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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....					LT	PC	PI	Subledger /Type	Tax Amount
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount		G/L	Discount Taken		Distribution				
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number										
G/L Bank Account	00018481					Cash	Batch Number	2848682	Type	M	Date	1/27/2020	User ID	RBENSON			
PN	9205039			1/27/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					39,403.17-		D			
PV	506361	00790	001	1/27/2020		42257-999 020120	PERIOD: 02/01/20-03/01/20										
						Cash	00018481						39,403.17-	AA			
Totals for Bank Account												39,403.17-	39,403.17-				
Totals for Batch												39,403.17-	39,403.17-				
User Total												39,403.17-	39,403.17-				
Grand Total												39,403.17-	39,403.17-				

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Baldwin County Commission  
Open A/P Summary Report

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As Of 1/27/2020

..... Supplier .....			..... Aging .....			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
160750	REVENUE COMMISSION-TEDDY FAUST		00510	1,968.86	1,968.86	
	Solid Waste Fund		00510	1,968.86	1,968.86	
	Grand Total(s)		00510	1,968.86	1,968.86	



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Baldwin County Commission  
Manual Payment Journal

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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....				LT	PC	PI	Subledger /Type	Tax Amount
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken	G/L						
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number			Distribution						
G/L Bank Account	00033079					Cash	Batch Number	2848633	Type	M	Date	1/23/2020	User ID		SGRANT	
PN	9205038			1/23/2020	00511	RYNO CONSULTING LLC	182668	917.30-							D	
PV	506264	00511	001	1/23/2020		6134	MONTHLY PAY FLOW FEE									
						Cash	00033079						917.30-	AA		
Totals for Bank Account								917.30-					917.30-			
Totals for Batch								917.30-					917.30-			
User Total								917.30-					917.30-			
Grand Total								917.30-					917.30-			

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	4,755.82	4,755.82		
40627	NATIONWIDE RETIREMENT SOLUTION		00001	3,477.25	3,477.25		
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	347.08	347.08		
112221	WISE, JODY L CIRCUIT CLERK		00001	50.00	50.00		
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,353.50	4,353.50		
184047	O'BRIEN, DANIEL		00001	368.30	368.30		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	23,243.50	23,243.50		
188062	BALDWIN CNTY COMMISSION - BOOT		00001	10.00	10.00		
	General Fund		00001	36,605.45	36,605.45		
40627	NATIONWIDE RETIREMENT SOLUTION		00103	30.00	30.00		
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00	34.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00103	191.00	191.00		
	County Transportation Fund		00103	255.00	255.00		
180373	BALDWIN CNTY COMMISSION - DENT		00104	23.00	23.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00104	117.00	117.00		
	Legislative Del Off Fund		00104	140.00	140.00		
717	FLEXIBLE BENEFITS	251 9370264	00105	151.68	151.68		
40627	NATIONWIDE RETIREMENT SOLUTION		00105	128.00	128.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	272.77	272.77		
180373	BALDWIN CNTY COMMISSION - DENT		00105	451.50	451.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00105	2,536.00	2,536.00		
	Juvenile Detention Fac Fund		00105	3,539.95	3,539.95		
717	FLEXIBLE BENEFITS	251 9370264	00106	79.17	79.17		
180373	BALDWIN CNTY COMMISSION - DENT		00106	65.50	65.50		
184047	O'BRIEN, DANIEL		00106	252.92	252.92		
186456	BALDWIN CNTY COMMISSION - HEAL		00106	308.00	308.00		
	Baldwin Co Archives Fund		00106	705.59	705.59		
40627	NAITONWIDE RETIREMENT SOLUTION		00109	40.00	40.00		
180373	BALDWIN CNTY COMMISSION - DENT		00109	179.00	179.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00109	843.00	843.00		
	Animal Shelter		00109	1,062.00	1,062.00		
717	FLEXIBLE BENEFITS	251 9370264	00111	1,912.78	1,912.78		
40627	NATIONWIDE RETIREMENT SOLUTION		00111	4,345.00	4,345.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	1,279.33	1,279.33		
112221	WISE, JODY L CIRCUIT CLERK		00111	655.31	655.31		
180373	BALDWIN CNTY COMMISSION - DENT		00111	3,055.50	3,055.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00111	17,698.00	17,698.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00111	197.50	197.50		
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84		
	7 Cent Gasoline Tax Fund		00111	29,337.26	29,337.26		

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00120	920.12	920.12		
40627	NATIONWIDE RETIREMENT SOLUTION		00120	755.00	755.00		
180373	BALDWIN CNTY COMMISSION - DENT		00120	706.97	706.97		
184047	O'BRIEN, DANIEL		00120	337.84	337.84		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	4,269.00	4,269.00		
	Reappraisal Fund		00120	6,988.93	6,988.93		
717	FLEXIBLE BENEFITS	251 9370264	00140	214.60	214.60		
180373	BALDWIN CNTY COMMISSION - DENT		00140	244.00	244.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00140	1,248.00	1,248.00		
	Council on Aging Fund		00140	1,706.60	1,706.60		
717	FLEXIBLE BENEFITS	251 9370264	00143	606.30	606.30		
40627	NATIONWIDE RETIREMENT SOLUTION		00143	350.00	350.00		
180373	BALDWIN CNTY COMMISSION - DENT		00143	712.50	712.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	3,721.00	3,721.00		
	Section 18 Fund		00143	5,389.80	5,389.80		
717	FLEXIBLE BENEFITS	251 9370264	00144	20.84	20.84		
40627	NATIONWIDE RETIREMENT SOLUTION		00144	100.00	100.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	336.46	336.46		
180373	BALDWIN CNTY COMMISSION - DENT		00144	346.50	346.50		
184047	O'BRIEN, DANIEL		00144	423.69	423.69		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	2,026.00	2,026.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00144	45.00	45.00		
	Parks Fund		00144	3,298.49	3,298.49		
717	FLEXIBLE BENEFITS	251 9370264	00146	83.34	83.34		
180373	BALDWIN CNTY COMMISSION - DENT		00146	68.00	68.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00146	382.00	382.00		
	Eastern Shore Metro Planning O		00146	533.34	533.34		
717	FLEXIBLE BENEFITS	251 9370264	00510	775.64	775.64		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	144.50	144.50		
180373	BALDWIN CNTY COMMISSION - DENT		00510	710.50	710.50		
184047	O'BRIEN, DANIEL		00510	140.76	140.76		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	3,881.00	3,881.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00510	55.00	55.00		
	Solid Waste Fund		00510	5,707.40	5,707.40		
717	FLEXIBLE BENEFITS	251 9370264	00511	693.79	693.79		
40627	NATIONWIDE RETIREMENT SOLUTION		00511	305.00	305.00		
54555	AL STATE DEPT OF REVENUE	205 2421220	00511	242.71	242.71		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	696.00	696.00		
112221	WISE, JODY L CIRCUIT CLERK		00511	91.07	91.07		
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,249.00	1,249.00		

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Baldwin County Commission  
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Number	Supplier		Co	Aging			
	Name	Phone Number		Balance Open	Current	1 - 0	Over 0
186456	BALDWIN CNTY COMMISSION - HEAL		00511	5,885.00	5,885.00		
188062	BALDWIN CNTY COMMISSION - BOOT		00511	47.50	47.50		
	Solid Waste Collection Fund		00511	9,210.07	9,210.07		
Grand Total(s)			00511	104,479.88	104,479.88		



..... Supplier .....			..... Aging .....			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
19003	NORTH BALDWIN UTILITIES		00001	37,498.39		37,498.39
27007	CENTURYLINK (GULFTEL) **		00001	2,584.50		2,584.50
51003	RIVIERA UTILITIES		00001	943.42		943.42
54257	FRONTIER COMMUNICATIONS		00001	74.55		74.55
63589	AT&T (BELLSOUTH)**		00001	477.35		477.35
152240	VERIZON WIRELESS **		00001	20.52		20.52
	General Fund		00001	41,598.73		41,598.73
27007	CENTURYLINK (GULFTEL) **		00109	42.77		42.77
97691	BALDWIN COUNTY SEWER SERVICE L		00109	508.94		508.94
	Animal Shelter		00109	551.71		551.71
14005	BALDWIN EMC	251 9890118	00111	172.00		172.00
27007	CENTURYLINK (GULFTEL) **		00111	85.38		85.38
51003	RIVIERA UTILITIES		00111	2,791.08		2,791.08
97691	BALDWIN COUNTY SEWER SERVICE L		00111	228.90		228.90
	7 Cent Gasoline Tax Fund		00111	3,277.36		3,277.36
14005	BALDWIN EMC	251 9890118	00140	171.00		171.00
27007	CENTURYLINK (GULFTEL) **		00140	44.93		44.93
	Council on Aging Fund		00140	215.93		215.93
19003	NORTH BALDWIN UTILITIES		00143	257.95		257.95
51003	RIVIERA UTILITIES		00143	24.82		24.82
	Section 18 Fund		00143	282.77		282.77
14005	BALDWIN EMC	251 9890118	00144	214.00		214.00
97691	BALDWIN COUNTY SEWER SERVICE L		00144	114.45		114.45
	Parks Fund		00144	328.45		328.45
14005	BALDWIN EMC	251 9890118	00510	356.00		356.00
27007	CENTURYLINK (GULFTEL) **		00510	219.31		219.31
97691	BALDWIN COUNTY SEWER SERVICE L		00510	655.00		655.00
	Solid Waste Fund		00510	1,230.31		1,230.31
191650	CHURCH OF LORD JESUS CHRIST (R		00511	660.00		660.00
191651	WILLIAMS, ADDIE M (R)		00511	136.00		136.00
191652	HUECHTKER, BETTY H (R)		00511	94.00		94.00
	Solid Waste Collection Fund		00511	890.00		890.00
19003	NORTH BALDWIN UTILITIES		00708	75.23		75.23
	Community Corrections		00708	75.23		75.23
157622	HOLLOWELL, ASA B		00725	6,740.14		6,740.14
174019	AUSTILL, JERE III	251 6267972	00725	453.49		453.49
180942	RELIABLE PROPERTIES LLC		00725	828.98		828.98
188876	IVERS, LEWIS R		00725	78,634.76		78,634.76
191598	EUGENE GARY LEDLOW		00725	1,120.43		1,120.43
	Land Redemption Fund		00725	87,777.80		87,777.80

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Baldwin County Commission  
Open A/P Summary Report

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..... Supplier .....			..... Aging .....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
Grand Total(s)			00725	136,228.29			136,228.29

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Baldwin County Commission  
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Document				Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item				Payment Amount Discount Taken						
G/L Bank Account 00018481					Cash	Batch Number	2848600	Type	M	Date	1/23/2020	User ID	RBENSON
PN	9205037			1/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				1,285.00-		D
PV	506170	00790	001	1/23/2020	42257 999 011720	WEEK: 01/13/20-01/17/20							
					Cash	00018481					1,285.00-	AA	
PN	9205037			1/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				6,032.90-		D
PV	506170	00790	002	1/23/2020	42257 999 011720	WEEK: 01/13/20-01/17/20							
					Cash	00018481					6,032.90-	AA	
PN	9205037			1/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				983.00-		D
PV	506170	00790	003	1/23/2020	42257 999 011720	WEEK: 01/13/20-01/17/20							
					Cash	00018481					983.00-	AA	
PN	9205037			1/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				996.11-		D
PV	506170	00790	004	1/23/2020	42257 999 011720	WEEK: 01/13/20-01/17/20							
					Cash	00018481					996.11-	AA	
PN	9205037			1/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				136.00		D
PV	506170	00790	005	1/23/2020	42257 999 011720	WEEK: 01/13/20-01/17/20							
					Cash	00018481					136.00	AA	
PN	9205037			1/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				262.00		D
PV	506170	00790	006	1/23/2020	42257 999 011720	WEEK: 01/13/20-01/17/20							
					Cash	00018481					262.00	AA	
PN	9205037			1/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				131,830.17-		D
PV	506170	00790	007	1/23/2020	42257 999 011720	WEEK: 01/13/20-01/17/20							
					Cash	00018481					131,830.17-	AA	
PN	9205037			1/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				3,186.19-		D
PV	506170	00790	008	1/23/2020	42257 999 011720	WEEK: 01/13/20-01/17/20							

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..... Document .....				Date	Co.	Name	Address Number	Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment	Voucher	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L				
					Voucher		Account Description	Account Number	Discount Taken	Distribution				
							Cash	00018481		3,186.19-	AA			
PN	9205037				1/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	712.07-				D	
PV	506170	00790	009		1/23/2020		42257 999 011720	WEEK: 01/13/20-01/17/20						
							Cash	00018481		712.07-	AA			
PN	9205037				1/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	422.10-				D	
PV	506170	00790	010		1/23/2020		42257 999 011720	WEEK: 01/13/20-01/17/20						
							Cash	00018481		422.10-	AA			
PN	9205037				1/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	.01				D	
PV	506170	00790	011		1/23/2020		42257 999 011720	WEEK: 01/13/20-01/17/20						
							Cash	00018481		.01	AA			
PN	9205037				1/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	542.83				D	
PV	506170	00790	012		1/23/2020		42257 999 011720	WEEK: 01/13/20-01/17/20						
							Cash	00018481		542.83	AA			
PN	9205037				1/23/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,256.98				D	
PV	506170	00790	013		1/23/2020		42257 999 011720	WEEK: 01/13/20-01/17/20						
							Cash	00018481		3,256.98	AA			
Totals for Bank Account									141,249.72-	141,249.72-				
Totals for Batch									141,249.72-	141,249.72-				
User Total									141,249.72-	141,249.72-				
Grand Total									141,249.72-	141,249.72-				



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..... Document .....				Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item				Payment Amount Discount Taken						
G/L Bank Account 00018481					Cash	Batch Number	2848598	Type	M	Date	1/22/2020	User ID	SGRANT
PN	9205036			1/22/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10			256,002.95-		D	
PV	506150	00001	001	1/22/2020	1222020	PAYROLL; 1/24/20							
					Cash	00018481				256,002.95-		AA	
PN	9205036			1/22/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10			140,421.78-		D	
PV	506150	00001	002	1/22/2020	1222020	PAYROLL; 1/24/20							
					Cash	00018481				140,421.78-		AA	
PN	9205036			1/22/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10			11,803.10-		D	
PV	506150	00001	003	1/22/2020	1222020	PAYROLL; 1/24/20							
					Cash	00018481				11,803.10-		AA	
PN	9205036			1/22/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10			212,007.81-		D	
PV	506150	00001	004	1/22/2020	1222020	PAYROLL; 1/24/20							
					Cash	00018481				212,007.81-		AA	
PN	9205036			1/22/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10			108,971.53-		D	
PV	506150	00001	005	1/22/2020	1222020	PAYROLL; 1/24/20							
					Cash	00018481				108,971.53-		AA	
PN	9205036			1/22/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10			9,876.99-		D	
PV	506150	00001	006	1/22/2020	1222020	PAYROLL; 1/24/20							
					Cash	00018481				9,876.99-		AA	
Totals for Bank Account							739,084.16-			739,084.16-			
Totals for Batch							739,084.16-			739,084.16-			
User Total							739,084.16-			739,084.16-			



..... Document .....				Date	Co.	Name	Address Number	Amounts .....		G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken		Distribution					
						Cash	00018481			4,138.08-	AA				
PN	9204979			01/24/20	00106	IRS-TAX PAYMENT	54188	131.75-						D	
T7	505860	00106	001	01/24/20		01222093320116	636001408 Payroll Taxes								
						Cash	00018481			131.75-	AA				
PN	9204979			01/24/20	00106	IRS-TAX PAYMENT	54188	796.42-						D	
T7	505861	00106	001	01/24/20		01222093320117	636001408 Payroll Taxes								
						Cash	00018481			796.42-	AA				
PN	9204979			01/24/20	00109	IRS-TAX PAYMENT	54188	975.54-						D	
T7	505862	00109	001	01/24/20		01222093320118	636001408 Payroll Taxes								
						Cash	00018481			975.54-	AA				
PN	9204979			01/24/20	00109	IRS-TAX PAYMENT	54188	2,007.68-						D	
T7	505863	00109	001	01/24/20		01222093320119	636001408 Payroll Taxes								
						Cash	00018481			2,007.68-	AA				
PN	9204979			01/24/20	00111	IRS-TAX PAYMENT	54188	17,522.31-						D	
T7	505865	00111	001	01/24/20		01222093320120	636001408 Payroll Taxes								
						Cash	00018481			17,522.31-	AA				
PN	9204979			01/24/20	00111	IRS-TAX PAYMENT	54188	35,658.62-						D	
T7	505866	00111	001	01/24/20		01222093320121	636001408 Payroll Taxes								
						Cash	00018481			35,658.62-	AA				
PN	9204979			01/24/20	00120	IRS-TAX PAYMENT	54188	4,744.03-						D	
T7	505867	00120	001	01/24/20		01222093320122	636001408 Payroll Taxes								
						Cash	00018481			4,744.03-	AA				
PN	9204979			01/24/20	00120	IRS-TAX PAYMENT	54188	9,953.08-						D	
T7	505868	00120	001	01/24/20		01222093320123	636001408 Payroll Taxes								

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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					
						Cash	00018481		9,953.08-	AA				
PN	9204979			01/24/20	00140	IRS-TAX PAYMENT	54188	799.45-					D	
T7	505869	00140	001	01/24/20		01222093320124	636001408 Payroll Taxes							
						Cash	00018481		799.45-	AA				
PN	9204979			01/24/20	00140	IRS-TAX PAYMENT	54188	1,850.26-					D	
T7	505870	00140	001	01/24/20		01222093320125	636001408 Payroll Taxes							
						Cash	00018481		1,850.26-	AA				
PN	9204979			01/24/20	00143	IRS-TAX PAYMENT	54188	3,212.45-					D	
T7	505871	00143	001	01/24/20		01222093320126	636001408 Payroll Taxes							
						Cash	00018481		3,212.45-	AA				
PN	9204979			01/24/20	00143	IRS-TAX PAYMENT	54188	7,532.48-					D	
T7	505872	00143	001	01/24/20		01222093320127	636001408 Payroll Taxes							
						Cash	00018481		7,532.48-	AA				
PN	9204979			01/24/20	00144	IRS-TAX PAYMENT	54188	1,334.55-					D	
T7	505873	00144	001	01/24/20		01222093320128	636001408 Payroll Taxes							
						Cash	00018481		1,334.55-	AA				
PN	9204979			01/24/20	00144	IRS-TAX PAYMENT	54188	3,587.92-					D	
T7	505874	00144	001	01/24/20		01222093320129	636001408 Payroll Taxes							
						Cash	00018481		3,587.92-	AA				
PN	9204979			01/24/20	00146	IRS-TAX PAYMENT	54188	281.44-					D	
T7	505876	00146	001	01/24/20		01222093320130	636001408 Payroll Taxes							
						Cash	00018481		281.44-	AA				
PN	9204979			01/24/20	00146	IRS-TAX PAYMENT	54188	483.20-					D	
T7	505877	00146	001	01/24/20		01222093320131	636001408 Payroll Taxes							

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..... 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						
						Cash	00018481		483.20-	AA					
PN	9204979			01/24/20	00510	IRS-TAX PAYMENT	54188	5,225.43-					D		
T7	505878	00510	001	01/24/20		01222093320132	636001408 Payroll Taxes								
						Cash	00018481		5,225.43-	AA					
PN	9204979			01/24/20	00510	IRS-TAX PAYMENT	54188	9,785.36-					D		
T7	505879	00510	001	01/24/20		01222093320133	636001408 Payroll Taxes								
						Cash	00018481		9,785.36-	AA					
PN	9204979			01/24/20	00511	IRS-TAX PAYMENT	54188	5,939.58-					D		
T7	505880	00511	001	01/24/20		01222093320134	636001408 Payroll Taxes								
						Cash	00018481		5,939.58-	AA					
PN	9204979			01/24/20	00511	IRS-TAX PAYMENT	54188	14,003.82-					D		
T7	505881	00511	001	01/24/20		01222093320135	636001408 Payroll Taxes								
						Cash	00018481		14,003.82-	AA					
PN	9204979			01/24/20	00740	IRS-TAX PAYMENT	54188	28.54-					D		
T7	505882	00740	001	01/24/20		01222093320136	636001408 Payroll Taxes								
						Cash	00018481		28.54-	AA					
PN	9204979			01/24/20	00740	IRS-TAX PAYMENT	54188	120.94-					D		
T7	505883	00740	001	01/24/20		01222093320137	636001408 Payroll Taxes								
						Cash	00018481		120.94-	AA					
Totals for Bank Account								219,134.59-	219,134.59-						
Totals for Batch								219,134.59-	219,134.59-						
User Total								219,134.59-	219,134.59-						



..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....				G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken				Distribution					
G/L Bank Account 00018481						Cash	Batch Number 2848589	Type	M	Date	1/22/2020	User ID	SGRANT				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975				21.19-					D	
PV	506124	00001	001	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019										
						Cash	00018481					21.19-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975				9.16-					D	
PV	506124	00001	002	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019										
						Cash	00018481					9.16-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975				149.16-					D	
PV	506124	00001	003	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019										
						Cash	00018481					149.16-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975				18.36-					D	
PV	506124	00001	004	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019										
						Cash	00018481					18.36-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975				298.32-					D	
PV	506124	00001	005	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019										
						Cash	00018481					298.32-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975				21.32-					D	
PV	506124	00001	006	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019										
						Cash	00018481					21.32-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975				24.49-					D	
PV	506124	00001	007	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019										
						Cash	00018481					24.49-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975				10.88-					D	
PV	506124	00001	008	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019										

..... 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		10.88-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975	187.58-					D	
PV	506124	00001	009	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		187.58-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975	20.00-					D	
PV	506124	00001	010	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		20.00-	AA				
PN	9204978			1/22/2020	00111	HANCOCK BANK	185975	180.00-					D	
PV	506124	00001	011	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		180.00-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975	17.91-					D	
PV	506124	00001	012	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		17.91-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975	12.41-					D	
PV	506124	00001	013	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		12.41-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975	190.97-					D	
PV	506124	00001	014	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		190.97-	AA				
PN	9204978			1/22/2020	00143	HANCOCK BANK	185975	97.92					D	
PV	506124	00001	015	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		97.92	AA				
PN	9204978			1/22/2020	00143	HANCOCK BANK	185975	281.32-					D	
PV	506124	00001	016	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							

..... 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		281.32-	AA				
PN	9204978			1/22/2020	00143	HANCOCK BANK	185975	281.32-					D	
PV	506124	00001	017	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		281.32-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975	185.00-					D	
PV	506124	00001	018	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		185.00-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975	1,952.64-					D	
PV	506124	00001	019	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		1,952.64-	AA				
PN	9204978			1/22/2020	00106	HANCOCK BANK	185975	129.66-					D	
PV	506124	00001	020	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		129.66-	AA				
PN	9204978			1/22/2020	00111	HANCOCK BANK	185975	27.13-					D	
PV	506124	00001	021	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		27.13-	AA				
PN	9204978			1/22/2020	00109	HANCOCK BANK	185975	180.39-					D	
PV	506124	00001	022	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		180.39-	AA				
PN	9204978			1/22/2020	00143	HANCOCK BANK	185975	73.81-					D	
PV	506124	00001	023	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		73.81-	AA				
PN	9204978			1/22/2020	00511	HANCOCK BANK	185975	676.73-					D	
PV	506124	00001	024	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							

..... 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		676.73-	AA				
PN	9204978			1/22/2020	00111	HANCOCK BANK	185975	84.52-					D	
PV	506124	00001	025	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		84.52-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975	400.00-					D	
PV	506124	00001	026	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		400.00-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975	149.16-					D	
PV	506124	00001	027	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		149.16-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975	149.16-					D	
PV	506124	00001	028	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		149.16-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975	149.16-					D	
PV	506124	00001	029	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		149.16-	AA				
PN	9204978			1/22/2020	00001	HANCOCK BANK	185975	22.00-					D	
PV	506124	00001	030	1/22/2020		DEC '19	CREDIT CARD SVC; DEC 2019							
						Cash	00018481		22.00-	AA				
Totals for Bank Account								5,805.83-	5,805.83-					
Totals for Batch								5,805.83-	5,805.83-					
User Total								5,805.83-	5,805.83-					

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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	G/L					
Voucher				Voucher		Account Description	Account Number	Discount Taken	Distribution					
						Cash	00018481		10,237.24-	AA				
PN	9204977			1/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	8,110.98-					D	
PV	505757	00790	009	1/22/2020		42257 998 011720	WEEK: 01/13/20-01/17/20							
						Cash	00018481		8,110.98-	AA				
PN	9204977			1/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	180.90-					D	
PV	505757	00790	010	1/22/2020		42257 998 011720	WEEK: 01/13/20-01/17/20							
						Cash	00018481		180.90-	AA				
PN	9204977			1/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1.68-					D	
PV	505757	00790	011	1/22/2020		42257 998 011720	WEEK: 01/13/20-01/17/20							
						Cash	00018481		1.68-	AA				
PN	9204977			1/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,714.15					D	
PV	505757	00790	012	1/22/2020		42257 998 011720	WEEK: 01/13/20-01/17/20							
						Cash	00018481		2,714.15	AA				
Totals for Bank Account								74,699.39-	74,699.39-					
Totals for Batch								74,699.39-	74,699.39-					
User Total								74,699.39-	74,699.39-					
Grand Total								74,699.39-	74,699.39-					

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..... Document .....				Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item				Payment Amount	Discount Taken					
G/L Bank Account 00018481					Cash	Batch Number 2848582	Type	M	Date	1/22/2020	User ID	SGRANT	
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975			17.00-		D	
PV	505755	00001	001	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019						
					Cash	00018481				17.00-	AA		
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975			30.00-		D	
PV	505755	00001	002	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019						
					Cash	00018481				30.00-	AA		
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975			20.90-		D	
PV	505755	00001	003	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019						
					Cash	00018481				20.90-	AA		
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975			30.00-		D	
PV	505755	00001	004	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019						
					Cash	00018481				30.00-	AA		
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975			991.54-		D	
PV	505755	00001	005	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019						
					Cash	00018481				991.54-	AA		
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975			15.95-		D	
PV	505755	00001	006	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019						
					Cash	00018481				15.95-	AA		
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975			30.00-		D	
PV	505755	00001	007	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019						
					Cash	00018481				30.00-	AA		
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975			45.68-		D	
PV	505755	00001	008	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019						

..... 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		45.68-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	11.27-					D	
PV	505755	00001	009	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		11.27-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	30.00-					D	
PV	505755	00001	010	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		30.00-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	1,015.06-					D	
PV	505755	00001	011	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		1,015.06-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	675.00-					D	
PV	505755	00001	012	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		675.00-	AA				
PN	9204976			1/22/2020	00111	HANCOCK BANK	185975	125.00-					D	
PV	505755	00001	013	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		125.00-	AA				
PN	9204976			1/22/2020	00111	HANCOCK BANK	185975	350.00-					D	
PV	505755	00001	014	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		350.00-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	70.00-					D	
PV	505755	00001	015	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		70.00-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	11.07-					D	
PV	505755	00001	016	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							

..... 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		11.07-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	17.80-					D	
PV	505755	00001	017	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		17.80-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	45.69-					D	
PV	505755	00001	018	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		45.69-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	47.68-					D	
PV	505755	00001	019	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		47.68-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	5.08-					D	
PV	505755	00001	020	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		5.08-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	22.00-					D	
PV	505755	00001	021	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		22.00-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	70.00-					D	
PV	505755	00001	022	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		70.00-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	991.54-					D	
PV	505755	00001	023	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		991.54-	AA				
PN	9204976			1/22/2020	00143	HANCOCK BANK	185975	293.76-					D	
PV	505755	00001	024	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							

..... 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		293.76-	AA				
PN	9204976			1/22/2020	00109	HANCOCK BANK	185975	502.85-					D	
PV	505755	00001	025	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		502.85-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	203.97-					D	
PV	505755	00001	026	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		203.97-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	488.00-					D	
PV	505755	00001	027	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		488.00-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	167.72-					D	
PV	505755	00001	028	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		167.72-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	567.53-					D	
PV	505755	00001	029	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		567.53-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	852.99-					D	
PV	505755	00001	030	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		852.99-	AA				
PN	9204976			1/22/2020	00510	HANCOCK BANK	185975	470.30-					D	
PV	505755	00001	031	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		470.30-	AA				
PN	9204976			1/22/2020	00510	HANCOCK BANK	185975	470.30-					D	
PV	505755	00001	032	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							



..... 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		470.30-	AA				
PN	9204976			1/22/2020	00510	HANCOCK BANK	185975	534.50-				D		
PV	505755	00001	033	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		534.50-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	128.82-				D		
PV	505755	00001	034	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		128.82-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	157.07-				D		
PV	505755	00001	035	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		157.07-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	18.00-				D		
PV	505755	00001	036	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		18.00-	AA				
PN	9204976			1/22/2020	00510	HANCOCK BANK	185975	200.00-				D		
PV	505755	00001	037	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		200.00-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	130.90-				D		
PV	505755	00001	038	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		130.90-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	239.84-				D		
PV	505755	00001	039	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		239.84-	AA				
PN	9204976			1/22/2020	00106	HANCOCK BANK	185975	189.00-				D		
PV	505755	00001	040	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							

..... 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		189.00-	AA				
PN	9204976			1/22/2020	00111	HANCOCK BANK	185975	27.13-					D	
PV	505755	00001	041	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		27.13-	AA				
PN	9204976			1/22/2020	00144	HANCOCK BANK	185975	430.00-					D	
PV	505755	00001	042	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		430.00-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	250.00-					D	
PV	505755	00001	043	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		250.00-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	125.00-					D	
PV	505755	00001	044	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		125.00-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	1,001.99-					D	
PV	505755	00001	045	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		1,001.99-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	555.00-					D	
PV	505755	00001	046	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		555.00-	AA				
PN	9204976			1/22/2020	00120	HANCOCK BANK	185975	2,816.25-					D	
PV	505755	00001	047	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							
						Cash	00018481		2,816.25-	AA				
PN	9204976			1/22/2020	00001	HANCOCK BANK	185975	576.73-					D	
PV	505755	00001	048	1/22/2020		NOV '19	CREDIT CARD SVC; NOV 2019							

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..... Document .....				Date	Co.	Name	Address Number	Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L					
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution					
						Cash	00018481		576.73-	AA				
Totals for Bank Account								16,065.91-	16,065.91-					
Totals for Batch								16,065.91-	16,065.91-					
User Total								16,065.91-	16,065.91-					
Grand Total								16,065.91- <i>✓ 1606</i>	16,065.91-					

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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....								Tax Amount
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	Type		
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution							
G/L	Bank Account	00018481				Cash	Batch Number	2848552	Type	M	Date	1/17/2020	User ID	RBENSON		
PN	9204975			1/17/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10							D		
PV	505699	00001	001	1/17/2020		1172020	MONTH END; DEC 2019									
						Cash	00018481						27,461.12-	AA		
PN	9204975			1/17/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10							D		
PV	505699	00001	002	1/17/2020		1172020	MONTH END; DEC 2019									
						Cash	00018481						12,777.60-	AA		
PN	9204975			1/17/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10							D		
PV	505699	00001	003	1/17/2020		1172020	MONTH END; DEC 2019									
						Cash	00018481						2,019.48-	AA		
Totals for Bank Account								42,258.20-					42,258.20-			
Totals for Batch								42,258.20-					42,258.20-			
User Total								42,258.20-					42,258.20-			
Grand Total								42,258.20-					42,258.20-			

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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				
G/L Bank Account				00018481		Cash	Batch Number	2848542	Type	M	Date	1/17/2020	User ID	RBENSON			
PN	9204974			1/17/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					20,155.60-				D	
PV	505687	00790	001	1/17/2020		42257-998 010120	PERIOD: 01/01/20-02/01/20										
						Cash	00018481					20,155.60-	AA				
Totals for Bank Account												20,155.60-	20,155.60-				
Totals for Batch												20,155.60-	20,155.60-				
User Total												20,155.60-	20,155.60-				
Grand Total												20,155.60-	20,155.60-				



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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....									Tax Amount
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type				
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution								
G/L Bank Account 00018481						Cash	Batch Number	2848473	Type	M	Date	01/14/20	User ID	ECUTSINGER			
PN	9204968			01/14/20	00001	JUDICIAL RETIREMENT FUND	36240	907.68-						D			
T7	505204	00001	001	01/15/20		0109201505474	JRF JAN 2020										
						Cash	00018481						907.68-	AA			
Totals for Bank Account								907.68-					907.68-				
Totals for Batch								907.68-					907.68-				
User Total								907.68-					907.68-				
Grand Total								907.68-					907.68-				

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
14397	AT&T MOBILITY (WIRELESS) **		00001	42.23		42.23
19021	FAIRHOPE, CITY OF (UTILITIES)		00001	8,279.88		8,279.88
27007	CENTURYLINK (GULFTEL) **		00001	82.94		82.94
51003	RIVIERA UTILITIES		00001	8,528.19		8,528.19
54017	AT&T (BELLSOUTH)*		00001	218.68		218.68
61111	CENTURYLINK(GULF TELEPHONE CO		00001	1,490.52		1,490.52
63589	AT&T (BELLSOUTH)**		00001	57.40		57.40
152240	VERIZON WIRELESS **		00001	39,018.56		39,018.56
155408	HARBOR COMMUNICATIONS LLC	6621532	00001	3,559.42		3,559.42
	General Fund		00001	61,277.82		61,277.82
19021	FAIRHOPE, CITY OF (UTILITIES)		00104	39.63		39.63
152240	VERIZON WIRELESS **		00104	80.20		80.20
	Legislative Del Off Fund		00104	119.83		119.83
152240	VERIZON WIRELESS **		00105	173.60		173.60
	Juvenile Detention Fac Fund		00105	173.60		173.60
152240	VERIZON WIRELESS **		00106	86.80		86.80
	Baldwin Co Archives Fund		00106	86.80		86.80
14005	BALDWIN EMC	251 9890118	00109	3,258.00		3,258.00
19021	FAIRHOPE, CITY OF (UTILITIES)		00109	166.54		166.54
152240	VERIZON WIRELESS **		00109	656.00		656.00
	Animal Shelter		00109	4,080.54		4,080.54
14005	BALDWIN EMC	251 9890118	00111	533.00		533.00
51003	RIVIERA UTILITIES		00111	1,141.63		1,141.63
152240	VERIZON WIRELESS **		00111	3,424.78		3,424.78
	7 Cent Gasoline Tax Fund		00111	5,099.41		5,099.41
152240	VERIZON WIRELESS **		00120	1,390.68		1,390.68
	Reappraisal Fund		00120	1,390.68		1,390.68
14005	BALDWIN EMC	251 9890118	00140	136.00		136.00
19003	NORTH BALDWIN UTILITIES		00140	17.68		17.68
152240	VERIZON WIRELESS **		00140	170.21		170.21
	Council on Aging Fund		00140	323.89		323.89
19021	FAIRHOPE, CITY OF (UTILITIES)		00143	174.11		174.11
51003	RIVIERA UTILITIES		00143	45.00		45.00
152240	VERIZON WIRELESS **		00143	1,797.61		1,797.61
	Section 18 Fund		00143	2,016.72		2,016.72
14005	BALDWIN EMC	251 9890118	00144	194.00		194.00
19003	NORTH BALDWIN UTILITIES		00144	112.03		112.03
51003	RIVIERA UTILITIES		00144	49.80		49.80
63589	AT&T (BELLSOUTH)**		00144	368.98		368.98
152240	VERIZON WIRELESS **		00144	313.80		313.80

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
	Parks Fund		00144	1,038.61		1,038.61
152240	VERIZON WIRELESS **		00146	86.80		86.80
	Eastern Shore Metro Planning O		00146	86.80		86.80
48197	PERDIDO BAY WATER, SEWER, FIRE	251 9875816	00180	13,678.32		13,678.32
	State Grants		00180	13,678.32		13,678.32
14005	BALDWIN EMC	251 9890118	00510	5,180.00		5,180.00
19021	FAIRHOPE, CITY OF (UTILITIES)		00510	75.52		75.52
152240	VERIZON WIRELESS **		00510	555.64		555.64
	Solid Waste Fund		00510	5,811.16		5,811.16
152240	VERIZON WIRELESS **		00511	5,310.46		5,310.46
	Solid Waste Collection Fund		00511	5,310.46		5,310.46
152240	VERIZON WIRELESS **		00708	1,184.90		1,184.90
	Community Corrections		00708	1,184.90		1,184.90
165235	MERCURY FUNDING, LLC		00725	26,689.53		26,689.53
180942	RELIABLE PROPERTIES LLC		00725	411.17		411.17
182223	WILSON, RHONDA D		00725	3,599.23		3,599.23
191606	LAKE FOREST PROPERTY OWNERS AS		00725	278.38		278.38
	Land Redemption Fund		00725	30,978.31		30,978.31
14397	AT&T MOBILITY (WIRELESS) **		00740	304.71		304.71
	Law Library Fund		00740	304.71		304.71
	Grand Total(s)		00740	132,962.56		132,962.56

Document				Date	Co.	Name	Address Number	Amounts				G/L				LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Payment	Voucher	Co.	Item	Payment	Voucher	G/L Class	Invoice Number	Remark	Account Number	Payment Amount	Discount Taken	G/L	Distribution							
G/L Bank Account						00018481		Cash	Batch Number		2848510	Type	M	Date	1/16/2020	User ID	SGRANT				
PN	9204973				1/16/2020	00510	AL STATE DEPT OF REVENUE	153509			58,468.67-								D		
PV	505619	00510	001	1/16/2020			12312019	4TH QTR DISPOSAL FEES													
							Cash	00018481							58,468.67-			AA			
PN	9204973				1/16/2020	00510	AL STATE DEPT OF REVENUE	153509			15,080.37-								D		
PV	505619	00510	002	1/16/2020			12312019	4TH QTR DISPOSAL FEES													
							Cash	00018481							15,080.37-			AA			
PN	9204973				1/16/2020	00510	AL STATE DEPT OF REVENUE	153509			2,311.93-								D		
PV	505619	00510	003	1/16/2020			12312019	4TH QTR DISPOSAL FEES													
							Cash	00018481							2,311.93-			AA			
Totals for Bank Account											75,860.97-		75,860.97-								
Totals for Batch											75,860.97-		75,860.97-								
User Total											75,860.97-		75,860.97-								
Grand Total											75,860.97-		75,860.97-								

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..... Document .....				Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item				Payment Amount Discount Taken						
G/L Bank Account 00018481					Cash	Batch Number	2848507	Type	M	Date	1/16/2020	User ID	RBENSON
PN	9204971			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				1,251.40-		D
PV	505617	00790	001	1/16/2020	42257 998 11020	WEEK: 01/06/20-01/10/20							
					Cash	00018481					1,251.40-	AA	
PN	9204971			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				1,696.80-		D
PV	505617	00790	002	1/16/2020	42257 998 11020	WEEK: 01/06/20-01/10/20							
					Cash	00018481					1,696.80-	AA	
PN	9204971			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				186.00-		D
PV	505617	00790	003	1/16/2020	42257 998 11020	WEEK: 01/06/20-01/10/20							
					Cash	00018481					186.00-	AA	
PN	9204971			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				376.10-		D
PV	505617	00790	004	1/16/2020	42257 998 11020	WEEK: 01/06/20-01/10/20							
					Cash	00018481					376.10-	AA	
PN	9204971			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				119,600.77-		D
PV	505617	00790	005	1/16/2020	42257 998 11020	WEEK: 01/06/20-01/10/20							
					Cash	00018481					119,600.77-	AA	
PN	9204971			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				30,298.75-		D
PV	505617	00790	006	1/16/2020	42257 998 11020	WEEK: 01/06/20-01/10/20							
					Cash	00018481					30,298.75-	AA	
PN	9204971			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				5.02-		D
PV	505617	00790	007	1/16/2020	42257 998 11020	WEEK: 01/06/20-01/10/20							
					Cash	00018481					5.02-	AA	
PN	9204972			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				3,599.00-		D
PV	505618	00790	001	1/16/2020	42257 999 11020	WEEK: 01/06/20-01/10/20							



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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		3,599.00-	AA				
PN	9204972			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	4,067.80-					D	
PV	505618	00790	002	1/16/2020		42257 999 11020	WEEK: 01/06/20-01/10/20							
						Cash	00018481		4,067.80-	AA				
PN	9204972			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	427.00-					D	
PV	505618	00790	003	1/16/2020		42257 999 11020	WEEK: 01/06/20-01/10/20							
						Cash	00018481		427.00-	AA				
PN	9204972			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	971.26-					D	
PV	505618	00790	004	1/16/2020		42257 999 11020	WEEK: 01/06/20-01/10/20							
						Cash	00018481		971.26-	AA				
PN	9204972			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	297,747.81-					D	
PV	505618	00790	005	1/16/2020		42257 999 11020	WEEK: 01/06/20-01/10/20							
						Cash	00018481		297,747.81-	AA				
PN	9204972			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	12,645.03-					D	
PV	505618	00790	006	1/16/2020		42257 999 11020	WEEK: 01/06/20-01/10/20							
						Cash	00018481		12,645.03-	AA				
PN	9204972			1/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	12,130.68-					D	
PV	505618	00790	007	1/16/2020		42257 999 11020	WEEK: 01/06/20-01/10/20							
						Cash	00018481		12,130.68-	AA				
Totals for Bank Account								485,003.42-	153,414.84-					
Totals for Batch								485,003.42-	153,414.84-					
User Total								485,003.42-	153,414.84-					

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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							
Grand Total								485,003.42-	<del>28</del>							153,414.84-

..... Document .....				Date	Co.	Name	Address Number	Amounts					G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount	Discount Taken				Distribution					
G/L Bank Account    00018481						Cash	Batch Number	2848701	Type	M	Date	1/28/2020	User ID	RBENSON				
PN	9205040			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,140.00-					D	
PV	506544	00790	001	1/28/2020		42257 998 012420	WEEK: 01/20/20-01/24/20											
						Cash	00018481						1,140.00-	AA				
PN	9205040			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					3,304.20-					D	
PV	506544	00790	002	1/28/2020		42257 998 012420	WEEK: 01/20/20-01/24/20											
						Cash	00018481						3,304.20-	AA				
PN	9205040			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					141.00-					D	
PV	506544	00790	003	1/28/2020		42257 998 012420	WEEK: 01/20/20-01/24/20											
						Cash	00018481						141.00-	AA				
PN	9205040			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					550.22-					D	
PV	506544	00790	004	1/28/2020		42257 998 012420	WEEK: 01/20/20-01/24/20											
						Cash	00018481						550.22-	AA				
PN	9205040			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					6,791.02-					D	
PV	506544	00790	005	1/28/2020		42257 998 012420	WEEK: 01/20/20-01/24/20											
						Cash	00018481						6,791.02-	AA				
PN	9205040			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					5,943.19-					D	
PV	506544	00790	006	1/28/2020		42257 998 012420	WEEK: 01/20/20-01/24/20											
						Cash	00018481						5,943.19-	AA				
PN	9205040			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					340.64-					D	
PV	506544	00790	007	1/28/2020		42257 998 012420	WEEK: 01/20/20-01/24/20											
						Cash	00018481						340.64-	AA				
PN	9205041			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,326.40-					D	
PV	506545	00790	001	1/28/2020		42257 999 012420	WEEK: 01/20/20-01/24/20											

..... 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		2,326.40-	AA				
PN	9205041			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	6,523.20-					D	
PV	506545	00790	002	1/28/2020		42257 999 012420	WEEK: 01/20/20-01/24/20							
						Cash	00018481		6,523.20-	AA				
PN	9205041			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	786.60-					D	
PV	506545	00790	003	1/28/2020		42257 999 012420	WEEK: 01/20/20-01/24/20							
						Cash	00018481		786.60-	AA				
PN	9205041			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,156.34-					D	
PV	506545	00790	004	1/28/2020		42257 999 012420	WEEK: 01/20/20-01/24/20							
						Cash	00018481		1,156.34-	AA				
PN	9205041			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	65,378.62-					D	
PV	506545	00790	005	1/28/2020		42257 999 012420	WEEK: 01/20/20-01/24/20							
						Cash	00018481		65,378.62-	AA				
PN	9205041			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,896.94-					D	
PV	506545	00790	006	1/28/2020		42257 999 012420	WEEK: 01/20/20-01/24/20							
						Cash	00018481		3,896.94-	AA				
PN	9205041			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	364.22-					D	
PV	506545	00790	007	1/28/2020		42257 999 012420	WEEK: 01/20/20-01/24/20							
						Cash	00018481		364.22-	AA				
PN	9205041			1/28/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2.36-					D	
PV	506545	00790	008	1/28/2020		42257 999 012420	WEEK: 01/20/20-01/24/20							
						Cash	00018481		2.36-	AA				
Totals for Bank Account								98,644.95-	18,210.27-					

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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								98,644.95-	18,210.27-						
User Total								98,644.95-	18,210.27-						
Grand Total								98,644.95-	18,210.27-						





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0620, **Version:** 1

**Item #:** GA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

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

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### ITEM TITLE

Employment Contract - Legislative Constituent Services Director - Baldwin County Legislative Delegation

### STAFF RECOMMENDATION

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

- 1) Authorize and approve a pay increase for the Legislative Constituent Services Director in the Baldwin County Legislative Delegation Office in the amount of \$7,000 (\$55,000 annual salary), with the increase to be retroactive to January 1, 2020; and
- 2) Authorize and approve the First Amendment to the Employment Contract between the Baldwin County Commission, the Baldwin County Legislative Delegation and Cliff McCollum, applicable to the position of Legislative Constituent Services Director, subject to the terms set forth in the Employment Contract.

This amendment will extend the expiration date of the contract to February 2, 2021.

### BACKGROUND INFORMATION

**Previous Commission action/date:** 04/16/2019

**Background:** On April 16, 2019, the Commission took the following actions:

*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 Cliff McCollum, applicable to the position of Legislative Delegation Constituent Services Director, subject to the terms set forth in the Employment Contract; and*

*2. Further, authorize the Chairman to execute the Employment Contract.  
The contract will commence on April 15, 2019, and expire on April 15, 2020.*

*3. Due to the resignation of Guy L. Busby, as the Legislative Delegation Constituent Services Director, and as authorized in Article IX. of the Employment Contract, acknowledge and make a part of the record, that the Employment Contract between the Baldwin County Commission, the Baldwin County Legislative Delegation and Guy L. Busby, applicable to the position of Legislative Delegation Constituent Services Director, is therefore null and void.*

On January 16, 2020, staff received correspondence from the Legislative Delegation, requesting a pay increase for Mr. McCollum in the amount of \$7,000.00 per year, annual salary to be \$55,000.00, said increase to be retroactive to January 1, 2020. The Delegation also requested for Mr. McCollum's Employment Contract to be extended to February 2, 2021. See attached Exhibit B, request from BC Legislative Delegation.

#### GENERAL BACKGROUND:

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:** \$7,000.00 annual increase, new annual salary to be \$55,000.00, with the increase to be retroactive to January 1, 2020.

**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?**

No, standard amendment to employment contract previously approved by former County Attorney, David J. Conner on 08/30/2019.

**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 - Send Contract to Legislative Delegation for full execution by the Delegation and Cliff McCollum. Have Chairman sign and County Administrator attest and upload fully executed contract BCAP.

Copy to Baldwin County Legislative Delegation, Cliff McCollum, Wayne Dyess, Ron Cink, Cian Harrison, Deidra Hanak.

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

STATE OF ALABAMA        )

COUNTY OF BALDWIN    )

**FIRST AMENDMENT**  
**TO**  
**EMPLOYMENT CONTRACT**

**CLIFFORD MCCOLLUM**

**THIS FIRST AMENDMENT TO EMPLOYMENT CONTRACT** (hereafter the “First Amendment”) 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 CLIFFORD MCCOLLUM (hereafter the “Contract Employee”), and hereby amends that original Employment Contract between the Parties dated April 15, 2019 (hereafter the “Employment Contract” which is attached hereto as **Exhibit A**), as set forth below.

FURTHERMORE, THIS FIRST AMENDMENT TO EMPLOYMENT CONTRACT has been approved by the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereafter the “Baldwin County Commission”).

**WITNESSETH:**

WHEREAS, Article XV of the Employment Contract provides, among other things, that the 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; and

WHEREAS, the Baldwin County Legislative Delegation, on January 15, 2020, authorized an increase for the Contract Employee’s compensation (which is attached hereto as **Exhibit B**), with said increase to be effective retroactive to January 1, 2020; and

WHEREAS, the Baldwin County Commission, on February 4, 2020, approved the First Amendment to Employment Contract as requested by the Baldwin County Legislative Delegation, approving an increase to the

Contract Employee's compensation, with said increase to be effective retroactive to January 1, 2020, subject to the members of the Baldwin County Legislative Delegation and Chairman of the Baldwin County Commission placing their signature hereon following execution by the Contract Employee. Said compensation is all inclusive, and the Contract Employee shall not be entitled to any other increases except as set by any future addendums or amendments to this Employment Contract; and

WHEREAS, for the purpose of setting out the said approved compensation increase in the Employment Contract, the Parties wish to alter and amend Employment Contract as provided for below.

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 Baldwin County Commission and the Contract Employee agree to the alterations, amendments and modifications to the Employment Contract as follows:

#### **Article I.**

#### **RECITALS**

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

#### **Article II.**

#### **TERMS OF THE ORIGINAL EMPLOYMENT CONTRACT BROUGHT FORTH**

Except as expressly altered, amended, or modified by this First Amendment, the terms and provisions contained in the Employment Contract shall remain in full force and effect. To the extent that any provision of the Employment Contract is altered, amended, or modified by this First Amendment, the terms and provisions of this First Amendment shall control.

#### **Article III.**

#### **FIRST AMENDMENT TO ARTICLE IV. OF ORIGINAL EMPLOYMENT CONTRACT**

Article IV. of the original Employment Contract, entitled "Period of Performance," is hereby superseded and amended to read in its entirety as follows:



Article IV.

PERIOD OF PERFORMANCE

The effective date of this Employment Contract shall be Monday, April 15, 2019. This Employment Contract shall continue in full force and effect through and including February 2, 2021.

Article IV.

**FIRST AMENDMENT TO ARTICLE VII. OF ORIGINAL EMPLOYMENT CONTRACT**

Article VII of the original Employment Contract, entitled "Compensation," is hereby superseded and amended to read in its entirety as follows:

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 Fifty-Five Thousand Dollars (\$55,000.00). 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, and said payments shall be made retroactively back to January 1, 2020.

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 V.

**FIRST AMENDMENT TO ARTICLE IX. OF ORIGINAL EMPLOYMENT CONTRACT**

Article IX of the original Employment Contract, entitled "Termination," is hereby superseded and amended to read in its entirety as follows:

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. (\$4,583.33). 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 VI.**

**EFFECTIVE DATE OF FIRST AMENDMENT**

The effective date of this First Amendment shall be the date when members of the Baldwin County Legislative Delegation and the Chairman of the Baldwin County Commission place their signatures hereon following execution by the Contract Employee.

**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 CHRIS ELLIOTT**

**Date**

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that CHRIS ELLIOTT, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama

My Commission Expires: \_\_\_\_\_

**BALDWIN COUNTY LEGISLATIVE DELEGATION**

**By:** \_\_\_\_\_

**REP. JOE FAUST**

**Date**

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that JOE FAUST, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama

My Commission Expires: \_\_\_\_\_



**BALDWIN COUNTY LEGISLATIVE DELEGATION**

**By:** \_\_\_\_\_

**SENATOR GREG ALBRITTON**

**Date**

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that GREG ALBRITTON, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama

My Commission Expires: \_\_\_\_\_

**BALDWIN COUNTY LEGISLATIVE DELEGATION**

**By:** \_\_\_\_\_

**REP. STEPHEN MCMILLAN**

**Date**

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that STEPHEN MCMILLAN, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama

My Commission Expires: \_\_\_\_\_

**BALDWIN COUNTY LEGISLATIVE DELEGATION**

**By:** \_\_\_\_\_

**REP. HARRY SHIVER**

**Date**

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that HARRY SHIVER, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama

My Commission Expires: \_\_\_\_\_

**BALDWIN COUNTY LEGISLATIVE DELEGATION**

**By:** \_\_\_\_\_

**REP. MATT SIMPSON**

**Date**

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that MATT SIMPSON, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_

Notary Public, Baldwin County, Alabama

My Commission Expires: \_\_\_\_\_

**BALDWIN COUNTY LEGISLATIVE DELEGATION**

**By:** \_\_\_\_\_

**REP. ALAN BAKER**

**Date**

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that ALAN BAKER, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama

My Commission Expires: \_\_\_\_\_



**CLIFFORD MCCOLLUM**  
**(CONTRACT EMPLOYEE)**

---

**CLIFFORD MCCOLLUM**

**Date**

**STATE OF ALABAMA**  
**COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that **CLIFFORD MCCOLLUM**, 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 \_\_\_\_\_, 2020.

---

Notary Public, Baldwin County, Alabama

My Commission Expires: \_\_\_\_\_

**FIRST AMENDMENT TO EMPLOYMENT CONTRACT  
APPROVED BY:**

**BALDWIN COUNTY COMMISSION**

**By:** \_\_\_\_\_

**BILLIE JO UNDERWOOD**

**Date**

**As Its: Chairman**

**ATTEST:**

**By:** \_\_\_\_\_

**WAYNE DYESS**

**Date**

**As Its: County Administrator**

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

I, \_\_\_\_\_, a Notary Public, in and for said BILLIE JO UNDERWOOD, whose name as Chairman, and WAYNE DYESS, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama

My Commission Expires: \_\_\_\_\_

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 **Cliff McCollum** (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 Delegation Constituent Services Director**, 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 Monday, April 15, 2019. This Employment Contract shall continue in full force and effect through and including April 15, 2020.

#### **Article V.**

##### **SCOPE OF SERVICES/DUTIES**

The Contract Employee is employed as **Legislative Delegation Constituent Services Director**. 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 Forty-Eight Thousand Dollars (\$48,000.00). 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. (\$4,000.00). 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 to 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:

T. Elliott 4/30/19  
SENATOR CHRIS ELLIOTT Date

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

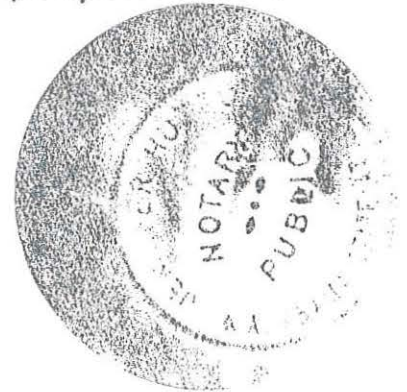
I, Jennifer Hutto, a Notary Public, in and for said County in said State, hereby certify that CHRIS ELLIOTT, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being 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 3 day of May, 2019


Jennifer Hutto

Notary Public, Baldwin County, Alabama

My Commission Expires: 2/28/2022



BALDWIN COUNTY LEGISLATIVE DELEGATION

By:   
REP. JOE FAUST Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

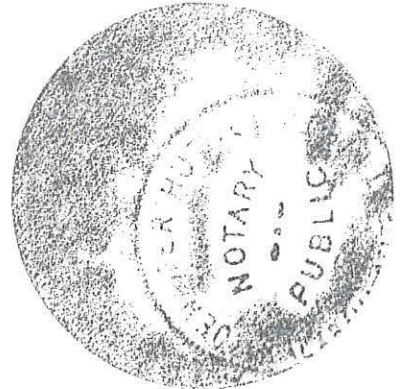
I, Jennifer Hutto, a Notary Public, in and for said County in said State, hereby certify that JOE FAUST, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being 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 3 day of May, 2019.

Jennifer Hutto

Notary Public, Baldwin County, Alabama

My Commission Expires: 2/28/2022



BALDWIN COUNTY LEGISLATIVE DELEGATION

By:

SENATOR GREG ALBRITTON

Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

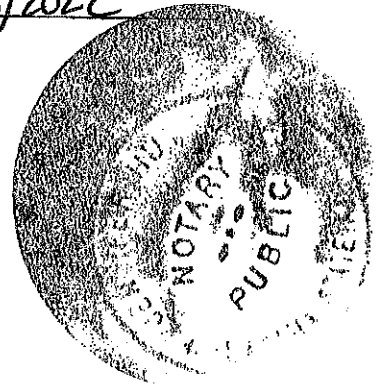
I, Jennifer Hutto, a Notary Public, in and for said County in said State, hereby certify that GREG ALBRITTON, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being 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 3 day of May, 2019.

Jennifer Hutto

Notary Public, Baldwin County, Alabama

My Commission Expires: 8/28/2022





BALDWIN COUNTY LEGISLATIVE DELEGATION

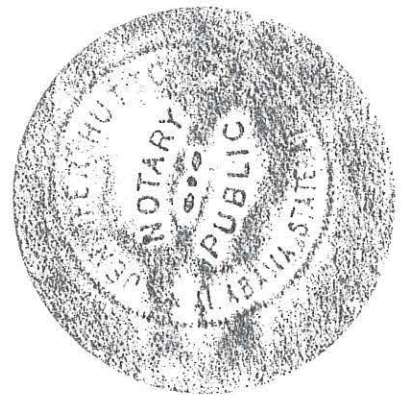
By: Stephen McMillan 5/2/19  
REP. STEPHEN MCMILLAN Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Jennifer Hutto, a Notary Public, in and for said County in said State, hereby certify that STEPHEN MCMILLAN, 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 3 day of May, 2019.

Jennifer Hutto  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 2/28/2022



BALDWIN COUNTY LEGISLATIVE DELEGATION

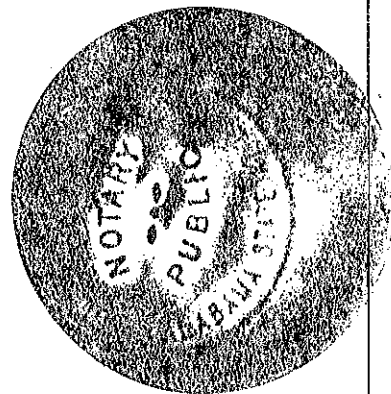
By: *Harry Shiver* 5-2-19  
REP. HARRY SHIVER Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, *Jennifer Hutto*, a Notary Public, in and for said County in said State, hereby certify that HARRY SHIVER, 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 3 day of May, 2019.

*Jennifer Hutto*  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 2/28/2022



BALDWIN COUNTY LEGISLATIVE DELEGATION

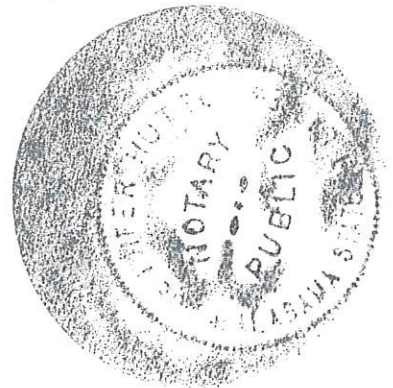
By: Matt Simpson 5/2/19  
REP. MATT SIMPSON Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Sennifer Hutto, a Notary Public, in and for said County in said State, hereby certify that MATT SIMPSON, 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 3 day of May, 2019.

Sennifer Hutto  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 2/28/2022



**BALDWIN COUNTY LEGISLATIVE DELEGATION**

By: Alan Baker 5-2-2019  
REP. ALAN BAKER Date

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, Jennifer Hutto, a Notary Public, in and for said County in said State, hereby certify that ALAN BAKER, 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 3 day of May, 2019.

Jennifer Hutto

Notary Public, Baldwin County, Alabama

My Commission Expires: 2/28/2022



CLIFF MCCOLLUM  
(CONTRACT EMPLOYEE)

  
CLIFF MCCOLLUM

4/16/19  
Date

STATE OF ALABAMA  
COUNTY OF BALDWIN

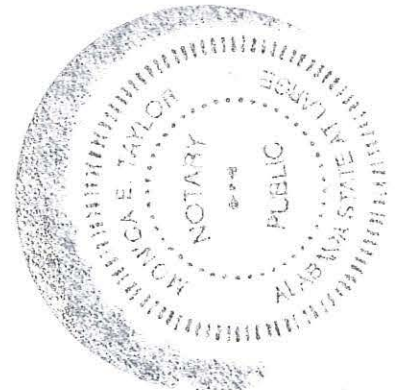
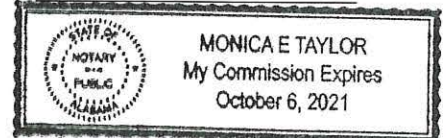
I, Monica E. Taylor, a Notary Public, in and for said County in said State, hereby certify that **CLIFF MCCOLLUM**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, she executed the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

Given under my hand and seal this 16<sup>th</sup> day of April, 2019.

Monica E. Taylor

Notary Public, Baldwin County, Alabama

My Commission Expires:





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

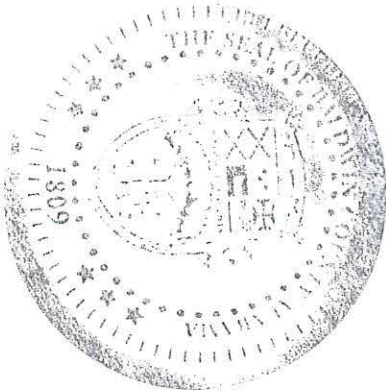
By: *Charles F. Gruber*  
**CHARLES F. GRUBER**  
As Its: Chairman

5/7/19  
Date

**ATTEST:**

By: *Wayne A. Dyess*  
**WAYNE A. DYESS**  
As Its: County Administrator

5/7/19  
Date

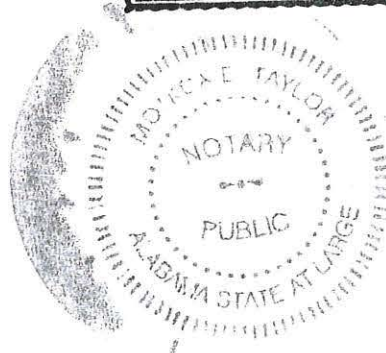
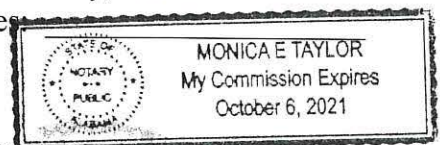


**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, *Monica E. Taylor*, a Notary Public, in and for said County in said State, hereby certify that **CHARLES F. GRUBER**, whose name as Chairman and **WAYNE A. DYESS**, 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 *7th* day of *May*, 2019.

*Monica E. Taylor*  
Notary Public, Baldwin County, Alabama  
My Commission Expires



## POSITION DESCRIPTION

Title: Baldwin Legislative Delegation Constituent Services Director

Department: Legislative Delegation Constituent Services Office

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 Delegation

Subordinate Staff: Legislative Assistants

Other Contacts: Elected Officials, employees of state agencies, employees of the Commission office, County Departmental Directors, employees of municipalities, area business leaders

External Contacts: General Public, others as assigned

Status: Salaried/Exempt

Date Approved: February 1, 2011; January 8, 2014

### Job Summary

Performs work of unusual difficulty to assist individual legislators with assignments as directed. In the absence of legislators, serves in a liaison capacity at regular meetings, special meetings, emergency meetings, work sessions or division ("team") meetings of the county governing body, city councils, or as assigned.

Predominate duties entail the compilation of research, as directed by respective legislators; retains a strong ability to handle multiple assignments with efficiency and professionalism; responsible for reviewing and analyzing proposed, new or revised state and federal legislation to determine the possible impacts on the county and municipalities; monitors legislation during sessions of the Legislature of Alabama; arranges for and prepares the agenda for local Legislative Delegation meetings; responsible for public notices, and their distribution, as directed by respective legislators; responsible for preparation of various legal advertisements/newspaper advertisements as assigned; responsible for reviewing documents/resolutions/instruments as requested by the respective legislators; responsible for maintaining and overseeing departmental budget; responsible for writing speeches for legislators to present before various groups; responsible for other duties as directed by respective legislators.

### Job Domains

**A. Research**

- J, Provides research in a myriad of topics/issues for Legislative Delegation
- 2, Reviews documents/ resolutions / instruments as requested by respective legislators,

**B, Legislative**

- 1, Reviews and analyzes proposed, new or revised state and federal legislation to determine the possible impacts on the county and municipalities.
- 2, Researches and prepares bills to be introduced in the Legislature of Alabama by respective legislators upon request.
- 3, Assists constituents with legislative research.
- 4, Monitors legislation during sessions of the Legislature of Alabama.

**C. Constituent Services**

- I, Responsible for research and communication to constituents concerning problems experienced with governmental entities and agencies or as otherwise directed,

**C. Other**

- I, Responsible for the preparation of various legal advertisements/ newspaper advertisements as assigned,
- 2, Prepares annual budget/ maintains/ oversees budget process throughout fiscal year,
- 3, Arranges for and prepares the agenda for local Legislative Delegation meetings.
- 4, Responsible for other duties as directed by the Delegation or respective legislators.

**Knowledge and Skills**

- I. Knowledge of basic accounting and budgeting.
2. Retains strong ability to handle multiple assignments and have a strong affinity to be multitasked.
- 3, Possesses a strong ability to analytically think and reason.
4. A good working knowledge of general office practices and procedures,
- 5, Familiar with computers and software.
6. Possesses the skill/ability to communicate effectively with Legislators, office staff and general public,
- 7, Possesses the skill /ability to read and comprehend printed reports,
8. Knowledge of filing procedures.
9. Knowledge of office machinery operations.
10. Possesses the skill/ ability to establish and maintain effective working relationships with legislators, commissioners, mayors, office staff, coworkers and general public.

11. Knowledge of research procedures and the ability to communicate and document findings and provide reports.



DISTRICT NO. 95  
BALDWIN COUNTY

**STEPHEN A. McMILLAN**

POST OFFICE BOX 337  
BAY MINETTE, ALABAMA 36507

# HOUSE OF REPRESENTATIVES

ALABAMA STATE HOUSE  
MONTGOMERY, ALABAMA 36130

DISTRICT: 251-943-5061, Ext. 2240  
HOME: 251-948-5575  
EMAIL: bcld07@gmail.com

January 16, 2020

Honorable Billie Jo Underwood, Chair  
Baldwin County Commission  
Baldwin County Central Annex  
22251 Palmer Street  
Robertsdale, AL 36567

Dear Commissioner Underwood,

On Jan. 15, 2020, the Baldwin County Legislative Delegation voted to make the following changes to Cliff McCollum's contract:

1. Raise the annual salary to \$55,000.
2. Extend the effective date of the contract to Feb. 2, 2021
3. Backdate the effective date of the salary increase to the beginning of the year

I would appreciate this contract change being undertaken as soon as possible and thank you in advance for your help on this.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve McMillan", written over a horizontal line.

Rep. Steve McMillan  
Delegation Chairman  
Baldwin County Legislative





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0676, **Version:** 1

**Item #:** GA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Keri Green, Commission Executive Assistant

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### **ITEM TITLE**

Letter of Support for AltaPointe Health for 1115 Severe Mental Illness (SMI) Waiver Opportunity

### **STAFF RECOMMENDATION**

Authorize the Chairman to execute a letter of support for AltaPointe for 1115 Severe Mental Illness (SMI) Waiver Opportunity.

### **BACKGROUND INFORMATION**

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

**Background:** Mr. Jarrett Crum, Chief Hospital Officer for AltaPointe Health, has requested the Commission's support of an 1115 SMI Waiver which would allow AltaPointe's two free-standing psychiatric hospitals the ability to bill Medicaid for adults in need of acute psychiatric stabilization.

### **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:** February 4, 2020 - Email to Jarrett Crum as soon as approved/signed.

**Individual(s) responsible for follow up:** Administration - Email to Mr. Jarrett Crum as soon as approved and Chairman has signed.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Mr. Jarrett Crum, Chief Hospital Officer - [jcrum@altapointe.org](mailto:jcrum@altapointe.org) <<mailto:jcrum@altapointe.org>>

Send signed original to:  
Mr. Jarrett Crum  
Chief Hospital Officer  
AltaPointe Health  
5750-A Southland Drive  
Mobile, Alabama 36693

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

**From:** [Jarrett Crum](#)  
**To:** [Keri Green](#)  
**Subject:** Letter of Support  
**Date:** Thursday, January 23, 2020 12:20:28 PM  
**Attachments:** [SMI-1115-waiver\\_supportltr.docx](#)  
[CMSSGuidanceMI2018.pdf](#)

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[CAUTION: External Email]

Hello Keri –

Thank you for taking the time to discuss the letter of support we are seeking. I hope you are doing well. I was wondering if Commissioner Underwood would be able to write a support letter to aid with our pursuit of an 1115 SMI Waiver which would allow our two free-standing psychiatric hospitals the ability to bill Medicaid for adults in need of acute psychiatric stabilization. The waiver will allow for much needed acute psychiatric bed expansion for the adult population. We have gained the support of the Alabama Hospital Association and Dept of Mental Health who will be joining us in a meeting on February 4<sup>th</sup> with Commissioner Azar to request an 1115 SMI waiver application be submitted to CMS. I have attached sample letter terminology which may help when drafting a letter. I have also provided a copy of the brief detailing the 1115 waiver opportunity that was presented by CMS to the State Medicaid Directors. If you could draft and send back my way that would be much appreciated.

Thank you for your assistance,

Jarrett S. Crum  
Chief Hospital Officer  
[jcrum@altapointe.org](mailto:jcrum@altapointe.org)  
Phone: (251) 662-7995  
Fax: (251) 662-8050



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**SMD # 18--011**

**RE: Opportunities to Design  
Innovative Service Delivery  
Systems for Adults with a  
Serious Mental Illness or  
Children with a Serious  
Emotional Disturbance**

November 13, 2018

Dear State Medicaid Director:

The purpose of this letter is to announce opportunities to design innovative service delivery systems, including systems for providing community-based services, for adults with a serious mental illness (SMI) or children with a serious emotional disturbance (SED) who are receiving medical assistance, as mandated by section 12003 of the 21<sup>st</sup> Century Cures Act (Cures Act).<sup>i</sup> Section 12003 of the Cures Act also mandated that this State Medicaid Director (SMD) letter include opportunities for demonstration projects under section 1115(a) of the Social Security Act (the Act) to improve care for adults with SMI or children with SED (referred to throughout this SMD letter as this “SMI/SED demonstration opportunity”). Improving care for beneficiaries with SMI or SED is a top priority for the Centers for Medicare & Medicaid Services (CMS). With this SMD letter, CMS hopes to enhance our work with states to improve care for Medicaid beneficiaries with serious mental health conditions. This SMD letter is comprised of the following two parts:

- I. Strategies under Existing Authorities to Support Innovative Service Delivery Systems for Adults with SMI and Children with SED; and
- II. SMI/SED Demonstration Opportunity.

## **Background**

The Substance Abuse and Mental Health Services Administration (SAMHSA) has defined “adults with a serious mental illness” as persons, age 18 and over, who currently, or at any time during the past year, have had a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria, that has resulted in functional impairment which substantially interferes with or limits one or more major life activities.<sup>ii</sup> Major life activities include activities of daily living (e.g., eating, bathing, dressing), instrumental activities of daily living (e.g., maintaining a household, managing money, getting around the community, taking prescribed medication), and functioning in social, family, and vocational/educational contexts.<sup>iii</sup> An estimated 10.4 million adults in the United States had an SMI during the past year in 2016, but only 65 percent received mental health services in that year (and this rate of treatment remained about the same between 2008 and 2015).<sup>iv</sup>

SAMHSA has defined “children with a serious emotional disturbance” as persons from birth up to age 18, who currently, or at any time during the past year, have had a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria that resulted in functional impairment which substantially interferes with or limits the child’s role or functioning in family, school, or community activities.<sup>v</sup> “Functional impairment” is defined as difficulties that substantially interfere with or limit a child or adolescent from achieving or maintaining one or more developmentally-appropriate social, behavioral, cognitive, communicative, or adaptive skills.<sup>vi</sup>

Mental health disorders usually first arise in childhood, adolescence, or early adulthood with 50% of people with mental health conditions having experienced those conditions by age 14 and 75% by age 24.<sup>vii</sup> Approximately 13%–20% of children and adolescents living in the United States experience a mental disorder in a given year<sup>viii</sup> and nearly half of children under age 21 who qualify for Medicaid based on a disability have a behavioral health condition.<sup>ix</sup> Rates of unmet need for treatment are high among children and adolescents; only about half of all children with emotional or behavioral difficulties receive mental health services,<sup>x</sup> and only 41 percent of the 3.1 million adolescents who experienced depression over the past year in 2016 received treatment.<sup>xi</sup>

Serious mental health conditions can have detrimental impacts on the lives of individuals with SMI or SED and their families and caregivers. Since these conditions often arise in adolescence or early adulthood, individuals with SMI or SED are less likely to finish high school and attain higher education, disrupting education and employment goals.<sup>xii</sup> Prior research has found a gap of ten years or more between the first onset of symptoms and initiation of treatment.<sup>xiii</sup> Adults with SMI comprise about half of the individuals under 65 who are dually eligible for both Medicare and Medicaid, and those with SMI are the costliest subgroup among these younger dual eligibles.<sup>xiv</sup> Furthermore, adults who are incarcerated and homeless have high rates of SMI.<sup>xv</sup> Individuals with SMI often have co-morbid physical health conditions and substance use disorders (SUDs),<sup>xvi</sup> and they die on average 8 years younger than the general population.<sup>xvii</sup> Suicide, which can be associated with mental health disorders,<sup>xviii</sup> has been increasing in nearly every state, with increases of over 30% in over half of the states since 1999.<sup>xix</sup>

## **I. Strategies under Existing Authorities to Support Innovative Service Delivery Systems for Adults with SMI and Children with SED**

### **Earlier Identification and Engagement in Treatment**

Critical strategies for improving care for individuals with SMI or SED include earlier identification of serious mental health conditions and focused efforts to engage individuals with these conditions in treatment sooner, as highlighted in another recent CMS SMD letter.<sup>xx</sup> Some approaches discussed below for encouraging earlier identification of and engagement in treatment for serious mental health conditions include support for development of referral networks to mental health providers including through improved connections and data-sharing capabilities linking non-specialized health care settings and community organizations with mental health providers. Another approach to support earlier identification and engagement in treatment is support for increased screening for mental health conditions and improved access to mental health services through schools.



One reason that earlier identification and engagement in treatment is critically important is that recent research studies have found that adolescents and young adults with psychosis can have significantly elevated risks of mortality in the first year after diagnosis.<sup>xxi</sup> One study pointed to a significantly elevated risk of suicide in particular during the first year after a diagnosis of psychosis as well as following a first recorded diagnosis of major depression.<sup>xxii</sup> Both studies concluded that these findings point to the importance of assertive outreach and engagement as soon as possible after an adolescent or young adult is first diagnosed with a serious mental health condition.

As highlighted in an informational bulletin jointly issued by CMS, SAMHSA, and the National Institute of Mental Health, the Coordinated Specialty Care Model is an evidence-based model of care designed to help identify and engage adolescents and adults with SMI, specifically psychosis, as soon as possible in treatment with specialized mental health providers, e.g., community mental health clinics.<sup>xxiii</sup> This model takes a multidisciplinary, team-based approach to providing comprehensive services as soon as possible after a person first experiences psychosis. The package of services in this model includes outreach by providers to cultivate referral networks and engage with patients, families, and caregivers as early as possible, coordination of services among treatment team members, clinical supervision, medication and medication management, psychotherapy, case management, coordination with primary care, family/caregiver support and education, and supported employment and supported education. The Joint Informational Bulletin referenced above describes the component services that make up this model and how these components can be reimbursed.<sup>xxiv</sup> There are also similar care models for children at clinically high risk for SED and adolescents and young adults at high risk of SMI that incorporate comprehensive mental health care, family education, medical care, and strong supports to keep children, adolescents, and adults engaged in school and/or employment.<sup>xxv</sup>

Lack of coverage of the costs of outreach to engage beneficiaries in treatment and develop referral networks has been identified by providers and advocates as an impediment to broader implementation of these care models. However, states may be able to factor costs of some outreach activities, including patient engagement related to delivering a Medicaid covered service, into provider payment rates even though those activities are generally not separately reimbursable unless specified under a service definition. Activities by providers to engage beneficiaries in treatment including by developing relationships with hospitals to improve coordination and transitions out of inpatient care may be more specifically coverable under the optional Health Home state plan benefit under section 1945 of the Act. This optional state plan benefit includes care coordination, transition care, or individual and family support services and is discussed in more detail in Appendix A.

Individuals with SMI or SED are often first identified as needing treatment for SMI or SED in settings other than specialized mental health care settings including schools, hospitals, primary care, and criminal justice systems. Connecting these other settings with local mental health providers can help improve access to treatment and rehabilitative services as soon as possible after a serious mental health condition has been identified. Medicaid agency costs associated with developing or maintaining a referral network between other systems and settings like those listed above with mental health providers may be reimbursable as administrative costs. State Medicaid agencies should contact CMS for additional information.

Improving data-sharing capabilities between schools, hospitals, primary care, criminal justice, and specialized mental health providers is an effective way to improve communications between these types of entities and the healthcare system. States may be able to access enhanced federal Medicaid matching funds for costs to state Medicaid agencies of implementing and operating technology to improve data-sharing capabilities as part of the Medicaid Information Technology Architecture (MITA).<sup>xxvi</sup> Many of the business processes described in MITA 3.0 regarding Care Management focus specifically on systems supporting the collection of information about an individual's health status and needs. States could use this authority and enhanced match to develop connections between mental health care providers and schools, hospitals, primary care, criminal justice, and faith communities, consistent with the discussion of "Interoperability" contained in the final rule on this topic.<sup>xxvii</sup> For example, enhanced federal financial participation (FFP) could be available to states for the development by the state of data-sharing capabilities between hospitals and community-based mental health providers such that when a beneficiary with SMI or SED is being discharged from a hospital, that beneficiary's records regarding treatment could more easily be transferred to a community-based treatment provider or, if the beneficiary was being admitted to a hospital for acute care, the community-based mental health provider could be notified more easily.

The U.S. Department of Health and Human Services (HHS) Office for Civil Rights (OCR) has published comprehensive guidance for professionals<sup>xxviii</sup> and health care consumers<sup>xxix</sup> explaining the circumstances in which health care providers covered by the Health Insurance Portability and Accountability Act (HIPAA) can share information related to mental health. The HHS OCR guidance, required by section 11003 of the 21<sup>st</sup> Century Cures Act, clarifies how the HIPAA Privacy Rule permits covered health care providers and other mental health treatment professionals to disclose information to a patient's family members, caregivers, and others to facilitate treatment and protect the health and safety of patients with SMI and SED and others.

Furthermore, improving the availability of behavioral health screenings and mental health and SUD services in schools is a key strategy for identifying and engaging children with SED in care sooner. Providing behavioral health services in school settings has been shown to improve access to care,<sup>xxx</sup> increase early problem identification,<sup>xxxi</sup> and overcome reticence to access care by providing services in a more mainstream and accessible setting.<sup>xxxii</sup> States interested in making school-based mental health screening and behavioral health counseling more widely available could do so under the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) benefit.

The EPSDT benefit provides a comprehensive array of prevention, diagnostic, and treatment services for Medicaid-enrolled children under age 21 as specified in section 1905(r) of the Act. The EPSDT benefit requires states to have a schedule for screening services both at established times and on an as-needed basis. Covered screenings for children include medical, mental health, vision, hearing, and dental. Incorporating an age appropriate, evidence-based screening tool designed to identify behavioral health conditions into well-child examinations is an important step to identify mental health and SUD conditions early. In addition, the EPSDT benefit requires that states provide all medically necessary services covered under the benefits in section 1905(a) of the Act to correct or ameliorate physical and mental illnesses or conditions. Behavioral health counseling could be covered under the rehabilitative services benefit at section 1905(a)(13) of the Act, but states would not need to amend their state plans to add EPSDT coverage for screening and behavioral health

services. However, some states choose to do so in order to clarify the services covered in the school setting.

All providers of Medicaid services in schools must be qualified and enrolled as Medicaid providers. The Department of Health and Human Services and the Department of Education jointly issued a toolkit outlining action steps and practices that states and local communities can take to improve availability of school-based health services and supports that are critical for children with or at risk of SED.<sup>xxxiii</sup> Other approaches to improving access to mental health services in schools include developing partnerships with Federally Qualified Health Centers (FQHCs) and rural health clinics.<sup>xxxiv</sup> In addition, states could also ensure that their managed care plans allow for reimbursement of school-based providers.

### Integration of Mental Health Care and Primary Care

Integration of mental health care into primary care settings can also help ensure that individuals with SMI or SED are identified earlier and connected with appropriate treatment sooner. In addition, integration is critical for improving access to treatment for comorbid physical health conditions and SUDs that are common among individuals with SMI or SED. Some strategies for increasing integration of mental health care into primary care that are discussed below include encouraging screening for mental health disorders and supporting primary care providers (PCPs) and pediatricians to provide treatment and/or referrals for mental health services with the support of consultations with specialists and care coordinators.

Outpatient provider visits offer critical opportunities to screen for mental health issues and suicidal ideation. Research has found that 64 percent of individuals had visited a health care provider within a month prior to attempting suicide and 95 percent visited one within a year prior to attempting suicide.<sup>xxxv</sup> The Patient Health Questionnaire (PHQ)-9 is a clinically validated assessment tool focused on screening for depression and measuring depression severity which includes screening for the presence of suicidal ideation. States may wish to encourage providers participating in their Medicaid programs to screen for depression and suicidal ideation using the PHQ-9 during outpatient office visits.<sup>xxxvi</sup>

One evidence-based approach to incorporating specialty mental health care into primary care settings, the Collaborative Care Model, has been proven effective in over 80 randomized controlled trials.<sup>xxxvii</sup> Although originally designed to treat depression, there is increasing evidence of its effectiveness for treating other behavioral health conditions including anxiety, post-traumatic stress disorder, and SUDs. This care model uses a team-based approach in which PCPs treat mental health and SUD issues of their patients supported by a behavioral health care manager and a psychiatric consultant. The behavioral health care manager is a social worker or psychologist who works with the PCP and is trained to deliver care coordination and brief behavioral interventions. The psychiatric consultant is a psychiatrist or physician assistant, nurse practitioner, or clinical nurse specialist with psychiatric training who makes treatment recommendations to the PCP, including medication and evidence-based therapy recommendations and medical management of any complications associated with treatment. Key components of the Collaborative Care Model include care coordination and care management by the care manager, regular patient monitoring using

clinical rating scales, the use of evidence-based approaches and stepped care that intensifies and/or modifies the approach for complex or treatment resistant cases, and regular psychiatric caseload reviews in person or through use of telemedicine with a psychiatric consultant.

A less intensive model for children with mental health conditions is the Child Psychiatry Access Model supported by the National Network of Child Psychiatry Access Programs.<sup>xxxviii</sup> These programs generally offer telephonic consultation with a psychiatrist or other licensed behavioral health clinician, face-to-face psychiatric or behavioral health consultations for patients when needed, with a written summary provided to the PCP, and assistance with referral to community-based behavioral health services. For example, the Massachusetts Child Psychiatry Access Project Model, established in 2004, offers statewide access to over 95 percent of pediatric primary care providers in the state through six regional behavioral health consultation hubs. Each hub includes a full-time child psychiatrist, licensed therapist, and a care coordinator. Each hub operates a dedicated hotline and offers immediate clinical consultation over the telephone, expedited face-to-face psychiatric consultation, care coordination for assistance with referrals to community behavioral health services, and continuing professional education for primary care providers. Participating pediatricians have reported a significant improvement in their ability to meet the mental health care needs of their patients (although a considerable gap remains): the percent of participating pediatricians who responded to an annual survey and said they could meet the needs of children with behavioral health problems increased from eight percent in 2008 to 64 percent in 2012.<sup>xxxix</sup>

One issue that has been identified by a number of stakeholders as impeding broader implementation of these models is a lack of reimbursement for consultation and care coordination outside the presence of the patient. Although the presence of the patient is required for the service to be covered, Medicaid may be able to reimburse for consultations between professionals regarding treatment for a patient and for care coordination if these costs are incorporated into the rate a state pays a provider for a covered service for a beneficiary. Under such circumstances, the resources that go into that encounter (such as a consultation with a specialist regarding treatment options for that beneficiary) can be accounted for in the rate for that service. The provider receiving the reimbursement would then have to reimburse the specialty provider. Furthermore, Medicare covers payments to practitioners for behavioral health integration services, including the Collaborative Care Model, and has identified Current Procedural Technology (CPT) codes for these payments, which may be useful for states interested in supporting this model of care.<sup>xl</sup> States are also encouraged to eliminate restrictions on same-day billing for primary care and mental health services in order to facilitate implementation of these types of models.

Use of telehealth technologies to support provision of the Collaborative Care model is another important strategy for facilitating broader availability of integrated mental health care and primary care.<sup>xli</sup> States may be able to access enhanced match under MITA 3.0<sup>xlii</sup> for state development of telehealth-enabling technology to be used by Medicaid providers to coordinate care for beneficiaries. Some examples include development of virtual treatment centers or remote counseling options integrated into care coordination technology consistent with the “Managing Care Information” business process under MITA 3.0 which includes activities connecting providers to patients and facilitating access to services.<sup>xliii</sup> For supporting state costs associated with implementing the Collaborative Care model or other team-based approaches, states could also consider using the

existing authority for Care Plan Exchange under MITA 3.0.<sup>xliv</sup> The treatment services themselves that are provided via tele-health technology could be covered using state plan or other Medicaid authorities.

Similarly, the Health Home benefit under section 1945 of the Act could also be used to support this model of care. The Health Home benefit offers 90 percent FFP for eight quarters for specific services including comprehensive care management, care coordination, comprehensive transition care, individual and family support, and the use of health information technology to link services.

#### Improved Access to Services Across the Continuum of Care Including Crisis Stabilization Services

Adults with SMI and children with SED need access to a continuum of care since these conditions are often episodic and the severity of symptoms can vary over time.<sup>xlvi</sup> However, the only treatment options in many regions are inpatient care for acute treatment needs and outpatient care for less serious conditions and on-going maintenance therapy, with little availability of intermediate levels of care.<sup>xlvi</sup> As a result, individuals with serious mental health conditions often go into inpatient facilities or emergency departments when they could be better served in community-based settings. Furthermore, without the supports needed to help transition from acute care back into their communities, adults with SMI are at heightened risk for relapse and readmission.<sup>xlvi</sup> Mental health disorders are often the primary cause of hospital readmissions among adult Medicaid beneficiaries,<sup>xlvi</sup> indicating a need for more evidence-based community-based supports and services.

Strategies for ensuring individuals with SMI or SED are provided appropriate levels of care to meet their needs include encouraging use of evidence-based assessment tools, e.g. the LOCUS and CASII (or CALOCUS), that link clinical assessments with standardized "levels of care" using methods for matching the two.<sup>xlvi</sup> It is also important that the care provided to individuals with SMI or SED is trauma-informed.<sup>1</sup>

Another strategy is to increase availability of intensive outpatient and crisis stabilization programs designed to divert Medicaid beneficiaries from unnecessary stays in emergency departments (EDs) and inpatient facilities as well as criminal justice involvement.<sup>li</sup> Core elements of crisis stabilization programs include regional or statewide crisis call centers coordinating access to care in real time, centrally deployed mobile crisis units available 24 hours a day and seven days a week, and short-term, sub-acute residential crisis stabilization programs.<sup>lii</sup>

Depending on the circumstances, services provided to beneficiaries in residential settings may be subject to the payment exclusion for institutions for mental diseases (IMDs).<sup>liii</sup> Section 1905(i) of the Act defines an IMD as any "hospital, nursing facility, or other institution of more than 16 beds, that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services."<sup>liii</sup> There is some authority for states to receive FFP for monthly capitation payments paid to Medicaid managed care plans for coverage of Medicaid beneficiaries residing in IMDs; Medicaid managed care rules permit FFP for monthly capitation payments to managed care plans for enrollees that are inpatients in a hospital providing psychiatric or SUD inpatient care or in a sub-acute psychiatric or SUD crisis residential setting that



may qualify as IMDs when the stay is for no more than 15 days during the period of the monthly capitation payment and certain other conditions are met.<sup>lv</sup>

Furthermore, states may be able to access administrative match for crisis call centers as some states have done for tobacco quit lines.<sup>lvi</sup> However, in order to access administrative match for crisis call centers, a state would have to justify in a reasonable manner how many callers are Medicaid beneficiaries in order to properly allocate costs to Medicaid. States can refer to guidance on tobacco quit lines.<sup>lvii</sup> Enhanced administrative match may be available under MITA 3.0 to help states establish crisis call centers to connect beneficiaries with mental health treatment as well as to develop technologies to link mobile crisis units to beneficiaries coping with serious mental health conditions.

States may also coordinate access to outreach, referral, and assessment services for behavioral health care through an established No Wrong Door System.<sup>lviii</sup> The No Wrong Door System is a collaboration between CMS, the U.S. Administration for Community Living, and the Veterans Health Administration to support states' efforts to develop coordinated systems of access to make it easier for consumers to learn about and access Long-Term Service and Supports.

The Certified Community Behavioral Health Clinic (CCBHC) demonstration<sup>lix</sup> offers a model for providing comprehensive community-based behavioral health care. Certification criteria for CCBHCs under the demonstration include the availability of 24-hour crisis care, utilization of evidence-based practices, care coordination, and integration of mental health, SUD, and physical health care.<sup>lx</sup> To promote improved quality of care, CCBHCs are required to report on a range of quality measures. States may be able to adapt the CCBHC model of care using different authorities, depending on the services provided, beneficiaries served, and payment methodologies. For example, some CCBHC services may be authorized under the state plan and covered as clinic services with payment made using an encounter rate that pays for a bundle of behavioral health and primary care services. States may also elect to use incentive payments (as is being done in the CCBHC demonstration) to encourage providers to implement the comprehensive model of care delineated for the CCBHC demonstration.<sup>lxi</sup>

Another strategy for helping adults with SMI or children with SED access appropriate levels of care is development of the capability to track which mental health providers are accepting Medicaid beneficiaries at different levels of care throughout the state, including outpatient, intensive outpatient, inpatient, and community-based crisis services. Development by the state of this capability to track available mental health providers, such as through a type of registry reflecting qualified providers that is frequently updated, could be reimbursed under MITA 3.0 at 90% of the development costs and 75% of the operational costs.<sup>lxii</sup> Furthermore, Medicaid managed care plans (managed care organizations, prepaid inpatient health plans, prepaid ambulatory health plans, and, where applicable, primary care case management plans) must identify as part of provider directories whether a network provider is accepting new patients under 42 C.F.R. § 438.10(h)(1)(vi).

Additional opportunities to engage Medicaid beneficiaries in community-based treatment include increasing availability of assertive community treatment (ACT) programs.<sup>lxiii</sup> ACT programs include a multidisciplinary team of mental health professionals with low client to staff ratios allowing for multiple contacts for clients needing intensive support and the capacity to respond 24 hours a day

seven days a week. ACT programs include frequent team meetings and offer integration of services instead of referring clients to other programs for other services. CMS has previously issued a State Medicaid Director letter that included information about covering ACT programs in Medicaid.<sup>lxiv</sup> Coverable services in ACT programs could include assessment, medication, medication management, therapy/counseling, and case management.

Many Medicaid beneficiaries with SMI or SED need skilled, person-centered planning, services, and supports that address their cultural needs and values and help them access services across a continuum of care as needed. This type of planning identifies and addresses the person's preferences and interests and those paid and unpaid supports needed to achieve them. The planning and services can be directed with the support of others whom the beneficiary selects. Those responsible for person-centered practices should be engaged in a continuous learning and improvement process.

HHS policy on person-centered thinking, planning, and practice is articulated in statute, regulations, guidance documents, prior grant and contract actions, and numerous HHS-sponsored presentations (see e.g., CMS' January 2014 HCBS final rule<sup>lxv</sup> and HHS Guidance for Implementing Standards for Person Centered Planning and Self-Direction issued in June 2014<sup>lxvi</sup>). These expectations apply to 1915(c) waivers, and the 1915(i) and 1915(k) state plan options. In addition, the 2014 Guidance applies to all HHS programs serving people with disabilities and older adults including several programs that serve people with SMI and SED, e.g., the Administration for Community Living No Wrong Door program, the SAMHSA CCBHC program, and the SAMHSA Mental Health Block Grant Program. The Medicaid Health Home state plan option also requires person-centered planning and the Office of the National Coordinator (ONC) eLTSS data elements provide an electronic mechanism to track key components of the person-centered service plan as part of a comprehensive health IT strategy. Furthermore, psychiatric advance directives and individual participation in treatment and recovery services planning are important components of person-centered planning for people with SMI and SED.

There is a strong role for peers as natural allies in the facilitation of person-centered planning processes, and self-direction for mental health is an emerging practice that is being developed in several states and shows promising outcomes.<sup>lxvii</sup> Innovative models of community recovery support, such as "clubhouse" programs and wrap-around recovery support services provided by community health workers, emphasize the use of peer support specialists and others to provide skills training, and assistance with educational and vocational needs. CMS has previously issued a State Medicaid Director letter on covering peer support services in Medicaid,<sup>lxviii</sup> as well as additional clarification that peer supports in some circumstances can include peer supports for the parents/legal guardians of Medicaid eligible children.<sup>lxix</sup>

#### Better Care Coordination and Transitions to Community-based Care

Improving coordination of care between levels of care and particularly as individuals with SMI or SED leave inpatient or residential treatment is a critical issue that states should address in order to improve outcomes for beneficiaries with these conditions. The risk of suicide following discharge from psychiatric hospitals or wards is greatest immediately following an inpatient stay, with the rate of suicide during the first three months after discharge approximately 100 times higher than the

global suicide rate according to a 2017 systematic review and meta-analysis.<sup>lxx</sup> This study highlights how important it is for individuals with SMI or SED to receive timely follow-up care after leaving residential or inpatient treatment.

Unfortunately, many Medicaid beneficiaries do not receive timely follow-up care within the timeframes of 7 or 30 days that are used to measure timely follow-up care in the widely used measure “Follow-up After Hospitalization for Mental Illness” (NQF #0576). This measure is included in both the core set of health care quality measures for adults enrolled in Medicaid (Adult Core Set) and the core set of children’s health care quality measures for Medicaid and the Children’s Health Insurance Program (CHIP) (Child Core Set). According to Medicaid data submitted by the thirty-six states that reported the follow-up after hospitalization measure in fiscal year (FY) 2016 (the latest data available), a median of only 38 percent of adult beneficiaries (ages 21 and older) who were hospitalized for mental illness had a follow-up visit within 7 days of discharge and only 60 percent had a follow-up visit within 30 days of discharge.<sup>lxxi</sup> A median of 45 percent of children (ages 6 to 20) who were hospitalized for mental illness had a follow-up visit within 7 days of discharge and only 68 percent had a follow-up visit within 30 days of discharge for FY 2016 for the forty-one states who reported.<sup>lxxii</sup>

One approach to improve care coordination following hospitalization is to implement accountability measures and payment incentives for plans and providers. A model for this approach is the Medicare Hospital Readmission Reduction Program, which financially penalizes hospitals with relatively high rates of Medicare readmissions for specific conditions.<sup>lxxiii</sup> Medicaid managed care plans can also be held accountable for performance on the widely used measures assessing follow-up after hospitalization (discussed above) and follow-up after emergency room care for mental illness (both of which are included in both the Adult<sup>lxxiv</sup> and Child Core Sets<sup>lxxv</sup>). States can add these requirements to their contracts with managed care plans either through inclusion in a plan’s quality assessment and performance improvement (QAPI) program or through a plan or provider incentive arrangement.

Ensuring that hospitals and residential treatment settings contact discharged individuals with SMI or SED within a few days of leaving inpatient or residential care can help improve outcomes as can connecting those individuals with community-based care. One recent study found that follow-up via mailed postcards, follow-up via telephone outreach, and suicide-focused cognitive behavioral therapy could each be highly effective, relative to usual care alone, at reducing suicides and attempted suicides for which there is a heightened risk following inpatient care.<sup>lxxvi</sup> These interventions were also expected to be relatively cost-effective as compared to the usual cost of care.<sup>lxxvii</sup> There is not a Medicaid benefit category that specifically authorizes coverage of contacts by hospital/residential treatment program staff via mail or phone calls following inpatient care or emergency room visits; however, the cost of providing these kinds of follow-up contacts to Medicaid beneficiaries could be included in the rates that states set for inpatient and emergency room services. Cognitive behavioral therapy can be covered using the rehabilitative services benefit.

Peer support providers can help make connections between inpatient facilities and emergency departments and outpatient treatment providers.<sup>lxxviii</sup> In addition, peer navigators, one-to-one support in group homes, and providing staff to accompany an adult with SMI when they attend medical and social services can also help prevent hospitalization of adults with SMI.

The optional Health Home benefit can also support improved care coordination following an inpatient stay. As discussed above, Health Home services include comprehensive transitional care from inpatient to other settings including appropriate follow-up care. Currently, 18 out of 22 states with approved Health Home programs have identified beneficiaries with a mental health condition as a target population for the Health Home benefits

### Increased Access to Evidence-based Services that Address Social Risk Factors

Supportive services designed to help individuals with SMI or SED maintain a job or stay in school are often identified as crucial for keeping these individuals healthy and on the path to recovery. These types of services can offer key incentives for individuals with serious mental health conditions, particularly adolescents and young adults, to enter and remain engaged in treatment programs.<sup>lxxix</sup> In addition, helping adults with SMI maintain stable housing has been identified as a critical foundation for improving health outcomes.<sup>lxxx</sup> However, only 2 percent of adults and transition-age youth with SMI received supported employment in 2016 (according to data from 43 states) and only three percent received supportive housing in 2016 (according to data from 35 states).<sup>lxxxi</sup>

Improving access to these supportive services, including supported education, which is a variation on supported employment, is a critical strategy for improving outcomes for Medicaid beneficiaries with SMI or SED. States can use existing Medicaid authorities, including 1915(c) Home and Community-Based Waivers and 1915(i) State Plan Amendments, to provide many of these supports. Where Medicaid does not cover the supportive service itself, it generally covers services to connect beneficiaries to the necessary supports.

States could also adopt, or expand eligibility for, Medicaid “buy in” programs to allow working individuals with disabilities whose income and/or assets exceed limits for other eligibility pathways to “buy-in” to Medicaid coverage.<sup>lxxxii</sup> Medicaid “buy-in” programs could help eligible individuals with SMI or SED obtain and maintain employment by helping them avoid having to choose between healthcare coverage and work.<sup>lxxxiii</sup>

A summary of the key components of the models of care and activities highlighted above along with Medicaid authorities that states may be able to use to implement these strategies and additional information on the specific Medicaid authorities are provided in Appendix A. However, which services are coverable by Medicaid would depend on the Medicaid authority the states seek to use, and states should work with CMS on specific proposals to ensure they are feasible within Medicaid authority.

## **II. SMI/SED Demonstration Opportunity**

As required by section 12003 of the Cures Act, CMS is announcing opportunities for demonstration projects under section 1115(a) of the Act to improve care for adults with SMI and children with SED (referred to as this “SMI/SED demonstration opportunity”). Under section 1115(a) of the Act, the Secretary of HHS (“Secretary”) or CMS, operating under the Secretary’s delegated authority, may authorize a state to conduct experimental, pilot, or demonstration projects that, in the judgment of the

Secretary, are likely to assist in promoting the objectives of title XIX of the Act. This SMI/SED demonstration opportunity will allow states, upon CMS approval of their demonstrations, to receive FFP for services furnished to Medicaid beneficiaries during short term stays for acute care in psychiatric hospitals or residential treatment settings that qualify as IMDs if those states are also taking action, through these demonstrations, to ensure good quality of care in IMDs and to improve access to community-based services as described below. This SMI/SED demonstration opportunity is comparable to the recent section 1115(a) demonstration opportunity to improve treatment for SUDs, including opioid use disorder (OUD).<sup>lxxxiv</sup> However, through these demonstrations, states will focus on demonstrating improved care for individuals with serious mental health conditions in inpatient or residential settings that qualify as IMDs as well as through improvements to community-based mental health care.

The payment exclusion for services provided to most Medicaid beneficiaries while residing in IMDs is often cited as a significant impediment to ensuring adequate access to acute care for beneficiaries with SMI or SED. Some stakeholders assert that as a result of this payment exclusion, Medicaid beneficiaries with these conditions often present in emergency rooms where they are unlikely to receive adequate care and where they often must wait for hours and even days before space in an inpatient psychiatric facility becomes available. Alternatively, beneficiaries may be admitted to a general hospital, but usually only for a very short period of time before being discharged, sometimes before being stabilized, and often without being connected to outpatient care. In addition, some stakeholders assert that the lack of intensive community-based services and discharge planning linking people with community-based supports results in individuals not transitioning out of acute care facilities in a timely fashion, which further limits inpatient capacity to address the acute care needs of individuals with SMI or SED. CMS is proposing to test these assertions. Furthermore, CMS believes that increasing access to mental health care, including acute treatment as well as community-based services, could help address increasing suicide rates<sup>lxxxv</sup> since mental health disorders are often implicated in suicidal behavior.<sup>lxxxvi</sup>

Through this demonstration opportunity, FFP would be available for services for beneficiaries who are short-term residents in IMDs primarily to receive mental health treatment. While residing in those facilities primarily to receive mental health treatment, Medicaid beneficiaries should also be screened for co-occurring SUDs as well as physical health conditions. States with approved demonstrations could also receive FFP for Medicaid coverable services provided to otherwise eligible beneficiaries to treat any co-occurring SUD and physical health conditions while those beneficiaries are residing short term in IMDs primarily to receive mental health treatment.

States may participate in the SUD demonstration opportunity and this SMI/SED demonstration opportunity at the same time. In the event that a state already has an approved SUD demonstration—or is seeking concurrent approval of an SUD *and* SMI/SED demonstration—CMS will provide technical assistance regarding how the two demonstration types may be operationalized. Consistent with the SUD demonstration opportunity, states will be expected to achieve a statewide average length of stay of 30 days for beneficiaries receiving care in IMDs pursuant to this SMI/SED demonstration opportunity.



Through this SMI/SED demonstration opportunity, states may receive federal matching funds for Medicaid-coverable services provided to individuals residing in psychiatric hospitals and residential treatment settings that are not ordinarily matchable because these facilities qualify as IMDs; however, this SMI/SED demonstration opportunity does not allow for room and board payments in residential treatment settings unless they qualify as inpatient facilities under section 1905(a) of the Act. This limitation on covering room and board is a long-standing Medicaid policy based on statute and regulations.<sup>lxxxvii</sup> Furthermore, FFP will not be available through these demonstrations for services provided in nursing homes that qualify as IMDs as CMS understands that nursing homes do not specialize in providing mental health treatment and may not have staff with appropriate credentials and training to provide good quality treatment to individuals with SMI or SED. FFP also will not be available through these SMI/SED demonstrations for services provided in treatment settings for individuals 21 years of age or younger if those settings do not meet CMS requirements to qualify for the Inpatient Psychiatric Services for Individuals under Age 21 benefit.<sup>lxxxviii</sup> In addition, FFP will not be available through these demonstrations for services in a psychiatric hospital or residential treatment facility for inmates who are involuntarily residing in the facility by operation of criminal law.<sup>lxxxix</sup> States should contact CMS with any questions regarding these limitations.

CMS will not approve a demonstration project under section 1115(a) of the Act unless the project is expected to be budget neutral to the federal government.<sup>xc</sup> A budget neutral demonstration project does not result in Medicaid costs to the federal government that are greater than what the federal government's Medicaid costs would likely have been absent the demonstration. What the federal government's Medicaid costs would likely have been absent the demonstration may include coverage of populations or services that the state could have otherwise provided through its Medicaid state plan or other title XIX authority, such as a waiver under section 1915 of the Act. CMS considers these expenditures to be "hypothetical;" that is, the expenditures would have been eligible to receive FFP elsewhere in the Medicaid program. For these hypothetical expenditures, CMS currently adjusts the budget neutrality test to effectively treat these expenditures as if they were approved Medicaid state plan services. Hypothetical expenditures, therefore, do not necessitate savings to offset the otherwise allowable costs. Nonetheless, with the approval of an SMI/SED demonstration, states will agree to report all title XIX expenditures, except spending under certain managed care arrangements, during SMI/SED-related IMD stays consistent with the Special Terms and Conditions (STCs) for the demonstration.

States participating in the SMI/SED demonstration opportunity will also be expected to commit to taking a number of actions to improve community-based mental health care, as section 12003 of the Cures Act also directed CMS to address systems for providing community-based services for beneficiaries with SMI or SED. These commitments to improving community-based care are to be linked to a set of goals for the SMI/SED demonstration opportunity described below and should include actions to ensure good quality of care in IMDs, to improve connections to community-based care following stays in acute care settings, to ensure a continuum of care is available to address more chronic, on-going mental health care needs of beneficiaries with SMI or SED, to provide a full array of crisis stabilization services, and to engage beneficiaries with SMI or SED in treatment as soon as possible. These state actions should build on the opportunities for innovative service delivery reforms discussed in Part I of this letter to achieve the goals and milestones described below.

CMS will consider a state's commitment to on-going maintenance of effort on funding outpatient community-based mental health services as demonstrated in their application when determining whether to approve a state's proposed demonstration project in order to ensure that resources are not disproportionately drawn into increasing access to treatment in inpatient and residential settings at the expense of community-based services. Furthermore, CMS strongly encourages states to include in their application a thorough assessment of current availability of mental health services throughout the state, particularly crisis stabilization services.<sup>xc1</sup>

Similar to the SUD demonstration opportunity, this SMI/SED demonstration opportunity offers states the flexibility to design section 1115(a) demonstrations aimed at making significant improvements on a number of goals and milestones that are described below.

**Goals:**

- Reduced utilization and lengths of stay in EDs among Medicaid beneficiaries with SMI or SED while awaiting mental health treatment in specialized settings;
- Reduced preventable readmissions to acute care hospitals and residential settings;
- Improved availability of crisis stabilization services including services made available through call centers and mobile crisis units, intensive outpatient services, as well as services provided during acute short-term stays in residential crisis stabilization programs, psychiatric hospitals, and residential treatment settings throughout the state;
- Improved access to community-based services to address the chronic mental health care needs of beneficiaries with SMI or SED including through increased integration of primary and behavioral health care; and
- Improved care coordination, especially continuity of care in the community following episodes of acute care in hospitals and residential treatment facilities.

**Milestones:**

Ensuring Quality of Care in Psychiatric Hospitals and Residential Settings

- Participating hospitals and residential settings are licensed or otherwise authorized by the state to primarily provide treatment for mental illnesses and are accredited by a nationally recognized accreditation entity including the Joint Commission or the Commission on Accreditation of Rehabilitation Facilities (CARF) prior to receiving FFP for services provided to beneficiaries;
- Establishment of an oversight and auditing process that includes unannounced visits for ensuring participating psychiatric hospitals and residential treatment settings meet state licensure or certification requirements as well as a national accrediting entity's accreditation requirements;

- Use of a utilization review entity (e.g., a managed care organization or administrative service organization) to ensure beneficiaries have access to the appropriate levels and types of care and to provide oversight to ensure lengths of stay are limited to what is medically necessary and only those who have a clinical need to receive treatment in psychiatric hospitals and residential treatment settings are receiving treatment in those facilities;
- Participating psychiatric hospitals and residential treatment settings meet federal program integrity requirements, and the state has a process for conducting risk-based screening of all newly enrolling providers, as well as revalidating existing providers (specifically, under existing regulations, states must screen all newly enrolling providers and reevaluate existing providers pursuant to the rules in 42 CFR Part 455 Subparts B and E, ensure treatment providers have entered into Medicaid provider agreements pursuant to 42 CFR 431.107, and establish rigorous program integrity protocols to safeguard against fraudulent billing and other compliance issues);
- Implementation of a state requirement that participating psychiatric hospitals and residential treatment settings screen enrollees for co-morbid physical health conditions and SUDs and demonstrate the capacity to address co-morbid physical health conditions during short-term stays in these treatment settings (e.g., with on-site staff, telemedicine, and/or partnerships with local physical health providers);

#### Improving Care Coordination and Transitions to Community-Based Care

- Implementation of a process to ensure that psychiatric hospitals and residential treatment settings provide intensive pre-discharge, care coordination services to help transition beneficiaries out of these settings and into appropriate community-based outpatient services - as well as requirements that community-based providers participate in these transition efforts (e.g., by allowing initial services with a community-based provider while a beneficiary is still residing in these settings and/or by hiring peer support specialists to help beneficiaries make connections with available community-based providers, including, where applicable, plans for employment);
- Implementation of a process to assess the housing situation of individuals transitioning to the community from psychiatric hospitals and residential treatment settings and connect those who are homeless or have unsuitable or unstable housing with community providers that coordinate housing services where available;
- Implementation of a requirement that psychiatric hospitals and residential treatment settings have protocols in place to ensure contact is made by the treatment setting with each discharged beneficiary within 72 hours of discharge and to ensure follow-up care is accessed by individuals after leaving those facilities by contacting the individuals directly and by contacting the community-based provider the person was referred to;

- Implementation of strategies to prevent or decrease the lengths of stay in EDs among beneficiaries with SMI or SED (e.g., through the use of peers<sup>xcii</sup> and psychiatric consultants in EDs to help with discharge and referral to treatment providers);
- Implementation of strategies to develop and enhance interoperability and data sharing between physical, SUD, and mental health providers with the goal of enhancing care coordination so that disparate providers may better share clinical information to improve health outcomes for beneficiaries with SMI or SED;

#### Increasing Access to Continuum of Care Including Crisis Stabilization Services

- Annual assessments of the availability of mental health services throughout the state, particularly crisis stabilization services and updates on steps taken to increase availability;
- Commitment to a financing plan approved by CMS to be implemented by the end of the demonstration to increase availability of non-hospital, non-residential crisis stabilization services, including services made available through crisis call centers, mobile crisis units, coordinated community crisis response that involves law enforcement and other first responders, and observation/assessment centers as well as on-going community-based services, e.g., intensive outpatient services, assertive community treatment,<sup>xciii</sup> and services in integrated care settings such as the Certified Community Behavioral Health Clinic model described in Part I of this letter as well as consideration of a self-direction option for beneficiaries;
- Implementation of strategies to improve the state's capacity to track the availability of inpatient and crisis stabilization beds to help connect individuals in need with that level of care as soon as possible;
- Implementation of a requirement that providers, plans, and utilization review entities use an evidence-based, publicly available patient assessment tool, preferably endorsed by a mental health provider association, e.g., LOCUS or CASII,<sup>xciv</sup> to help determine appropriate level of care and length of stay;

#### Earlier Identification and Engagement in Treatment Including Through Increased Integration

- Implementation of strategies for identifying and engaging individuals, particularly adolescents and young adults, with serious mental health conditions, in treatment sooner including through supported employment and supported education programs;<sup>xcv</sup>
- Increasing integration of behavioral health care in non-specialty care settings, including schools and primary care practices, to improve identification of serious mental health conditions sooner and improve awareness of and linkages to specialty treatment providers; and

- Establishment of specialized settings and services, including crisis stabilization services, focused on the needs of young people experiencing SMI or SED.<sup>xcvi</sup>

### **Demonstration Application**

States wishing to participate in this initiative can submit a demonstration application to CMS outlining the state's strategy for achieving the goals of this demonstration opportunity, including a commitment to meeting the milestones described above that are critical steps for achieving these goals over the course of the demonstration. CMS strongly encourages states to articulate in their demonstration applications how their proposals will apply evidence-based programs to meet the needs of people with SMI or SED in their states. States' applications should also describe the state's capacity for regular reporting on progress toward meeting these milestones as well as for collecting and reporting data on performance measures. In addition, states' applications should confirm their commitment to assuring the necessary resources will be available to effectively support implementation of a robust monitoring protocol and evaluation.

### **Implementation Plan**

Participating states will also develop implementation plans describing the various timelines and activities the states will undertake to achieve the milestones listed above. States will have the option of submitting their implementation plans as part of their applications or as post approval protocols. Authorization of FFP for services in inpatient hospitals or residential treatment settings that qualify as IMDs will be contingent upon assurance by the state that all participating IMDs are licensed and accredited, community-based alternatives are or will be available throughout the state under the state's financing plan described above, and CMS has approved the SMI/SED demonstration's implementation plan. The expectation is that states will meet the milestones by the end of the first two years of the demonstration. However, regardless of whether the implementation plan is submitted as part of a state's application or as a post-approval protocol, FFP for services provided during Medicaid beneficiary stays in IMDs will be prospective only and contingent upon CMS approval of the state's implementation plan.

As a state's SMI/SED demonstration progresses, the state will be expected to include, in its section 1115(a) demonstration monitoring reports, information detailing the state's progress toward meeting the milestones and timeframes specified in the state's implementation plan, as well as information and data so that CMS can monitor budget neutrality.

States seeking approval of an SMI/SED demonstration also will be expected to submit a Health IT Plan ("HIT Plan") that describes the state's ability to leverage health IT, advance health information exchange(s), and ensure health IT interoperability in support of the demonstration's goals. The HIT Plan should address electronic care plan sharing, care coordination, and behavioral health-physical health integration. CMS will provide additional guidance on these expectations.

### **Monitoring Protocol for Performance Measures Aligned with Initiative Goals**



As outlined above, states will include in their section 1115(a) demonstration reports, information detailing milestones and performance measures representing key indicators of progress toward meeting the goals for this initiative. Participating states will report on a common set of measures and the states and CMS will agree to additional measures and measure concepts specific to a particular state's demonstration parameters. A list of potential measures is included in Appendix B. Reporting templates are subject to OMB review and approval under the Paperwork Reduction Act.

CMS will provide guidance to participating states on development of monitoring protocols that will identify expectations for quarterly and annual monitoring reports, including agreed upon performance measures, measure concepts, and qualitative narrative summaries. For performance measures, CMS' guidance will include recommendations for baselines and targets. Both quantitative and qualitative information will align with the milestones outlined above. Any deviations from CMS' guidance the state wishes to make will be documented in the monitoring protocol. The monitoring protocol will be developed after CMS approval of the demonstration in consultation with CMS, and a timeframe for finalizing the monitoring protocol will be included in the STCs of each demonstration.

The data reported by the state will inform a mid-point assessment between years two and three of the demonstration during which CMS will identify whether states are making sufficient progress toward meeting the milestones and performance measure targets. The mid-point assessment will also include an assessment of whether a state is on track to meet the budget neutrality requirements. States at risk of not meeting these targets will submit modifications to their implementation plans, which will be subject to CMS approval. CMS may require a state to provide a corrective action plan if it fails to meet the required annual triggers indicating that waiver spending is diverging from the expected trajectory under the budget neutrality requirements. Furthermore, FFP for services to individuals residing in IMDs may be withheld if states are not making adequate progress on meeting the milestones and goals as evidenced by reporting on the milestones and the required performance measures in the monitoring protocol agreed upon by the state and CMS. Additionally, achievement of the milestones and performance measure targets will be taken into consideration by CMS if a state were to request an extension of its demonstration.

States will also be required to conduct independent and robust interim and final evaluations that will draw on the data collected for the milestones and performance measures, as well as other data and information needed to support the evaluation that will describe the effectiveness and impact of the demonstration using quantitative and qualitative outcomes and a cost analysis. An evaluation design will be developed by the state, with technical assistance from CMS, to be finalized within 180 days of the demonstration approval. The evaluation design will include detailed analytic plans, data development, collection, and reporting details and will be subject to CMS approval. States that fail to submit an acceptable and timely evaluation design as well as any required monitoring, expenditure or other evaluation reporting, are subject to a \$5 million deferral per deliverable. The interim evaluation will be required one year before expiration of the demonstration or when the state submits a proposal to renew the demonstration. The final evaluations will be due eighteen months after the demonstration period ends.

**Public Availability of Data on State Progress toward Meeting Milestones and Performance Measure Targets as well as Evaluation Reports**

CMS will regularly post information on the Medicaid.gov website regarding the states' progress in meeting the agreed upon milestones and performance measure targets. In addition, states' regular 1115 reports, as well as their evaluation reports, will be posted, as required by section 1115 transparency rules.

### **Submission Process for Section 1115(a) Demonstration**

States should follow the usual process for submitting section 1115(a) demonstration proposals as outlined in the federal section 1115(a) demonstration project transparency regulations at 42 CFR 431.412 and 42 CFR 431.408. As explained in these regulations, states should submit an application that includes the following information:

- A comprehensive description of the demonstration, including the state's strategies for addressing the goals and milestones discussed above for this demonstration initiative;
- A comprehensive plan to address the needs of beneficiaries with SMI or SED, including an assessment of how this demonstration will complement and not supplant state activities called for or supported by other federal authorities and funding streams;
- A description of the proposed health care delivery system, eligibility requirements, benefit coverage and cost sharing (premiums, copayments, and deductibles) required of individuals who will be impacted by the demonstration, to the extent such provisions would vary from the State's current program features and the requirements of the Social Security Act;
- A list of the waivers and expenditure authorities that the state believes to be necessary to authorize the demonstration;
- An estimate of annual aggregate expenditures by population group impacted by the demonstration, including development of baseline cost data for these populations. Specifically, CMS requests that states' fiscal analysis demonstrate how the proposed changes will be budget neutral, i.e., will not increase federal Medicaid spending. CMS will work closely with states to determine the feasibility of their budget neutrality models and suggest changes as necessary;
- Enrollment data including historical mental health care coverage and projected coverage over the life of the demonstration, of each category of beneficiary whose health care coverage is impacted by the demonstration;
- Written documentation of the state's compliance with the public notice requirements at 42 CFR 431.408, with a report of the issues raised by the public during the comment period and how the state considered those comments when developing the final demonstration application submitted to CMS;

- The research hypotheses that are related to the demonstration’s proposed changes, goals, and objectives, and a general plan for testing the hypotheses including, if feasible, the identification of appropriate evaluation indicators; and
- An implementation Plan (if being submitted at the time of application).

CMS requests that these Section 1115(a) demonstration proposals describe, in as much detail as possible, the state’s strategy for improving access to and quality of mental health care through the proposed demonstration and how the state’s proposed demonstration will further the goals of the initiative described above. The application should include a description of the activities the state plans to undertake to address the milestones listed above and to report on progress toward meeting the milestone and performance measures. If it is not feasible to include in the application a detailed implementation plan specifying how and when the state proposes to meet the milestones, the state should propose a date by which an implementation plan will be submitted by the state (generally within at least 90 days of approval of the application), and this date will be included in the STCs. As a reminder, FFP for services in IMDs will not be available through the demonstration until the implementation plan/protocol is approved by CMS, at which time FFP will be available only prospectively. In addition, the state should indicate what data sources and resources it proposes to use for reporting on performance measures. CMS will work with states to develop a detailed monitoring protocol for these data points and performance measures after the application is received from the state.

After states develop 1115 demonstration proposals that include the information listed above, states must follow the minimum 30-day public notice and comment procedures outlined in 42 CFR 431.408, to allow opportunity for public input on the application prior to submission to CMS. These procedures include consultation with Indian tribes and Indian health providers (to the extent there are Indian tribes and Indian health providers located within geographic boundaries of the state) to solicit advice from the Indian health providers on ensuring access for American Indian and Alaska Native (AI/AN) individuals to the services that are part of the demonstration and that these services meet the unique and cultural needs of AI/AN individuals.

CMS is available to provide technical assistance to states on how to meet federal transparency requirements as well as to preview states’ draft 1115(a) proposals and public notice documentation to help ensure states successfully meet federal requirements.

Section 1115(a) demonstration applications may be submitted electronically to [1115DemoRequests@cms.hhs.gov](mailto:1115DemoRequests@cms.hhs.gov) or by mail to:

Judith Cash  
Director, State Demonstrations Group  
Centers for Medicare & Medicaid Services  
Center for Medicaid & CHIP Services  
Mail Stop: S2-26-12  
7500 Security Boulevard  
Baltimore, MD 21244-1850

As required by 42 CFR 431.416, when states submit section 1115 proposals, CMS will send written notice within 15 days of receipt to the state on whether its application meets all federal transparency requirements and is determined complete for purposes of initiating CMS' review and the federal 30-day public notice and comment process.

CMS is committed to supporting states that wish to implement innovative service delivery models for beneficiaries with SMI or SED including community-based services as mandated by section 12003 of the Cures Act. Questions regarding this guidance may be directed to Kirsten Beronio, Senior Behavioral Health Policy Advisor, Disabled and Elderly Health Programs Group, at [Kirsten.Beronio@cms.hhs.gov](mailto:Kirsten.Beronio@cms.hhs.gov). We look forward to continuing our work together on improving the health and wellness of Medicaid beneficiaries with SMI or SED.

Sincerely,

/s/

Mary C. Mayhew  
Deputy Administrator and Director

cc:

National Association of Medicaid Directors

National Academy for State Health Policy

National Governors Association

American Public Human Services Association

Association of State and Territorial Health Officials

Council of State Governments

National Conference of State Legislatures

Academy Health

National Association of State Mental Health Program Directors

## Appendix A

In the table below is a summary of some key services included in the models of care and activities highlighted in Part I of the letter above and summarized in the left column below, entitled “Model, Benefit, or Activity”. The middle column below, entitled “Potential Medicaid Authority”, lists examples of Medicaid authorities that states may be able to use to cover the services and activities summarized in the left column next to the corresponding number. In addition, the third column below, entitled “Potential Payment Strategy” lists payment strategies that could be used by states to support implementation of the model or activity summarized in the left column. The services that can be eligible for FFP would depend on the specific authority that states seek to use, and states should submit specific proposals to CMS.

<b>Model, Benefit, or Activity</b>	<b>Potential Medicaid Authority</b>	<b>Potential Payment Strategy</b>
<u>Coordinated Specialty Care Model and Similar Programs for High Risk Adolescents<sup>xcvii</sup></u> 1. Provider outreach and early engagement and clinical supervision/coordination of team members; 2. Mental health services including mental health assessment, psychotherapy, medication management, case management, family supports, ACT programs, and peer supports; 3. Care coordination among team members and with primary care; 4. Supported Employment/Education	1. Provider costs for outreach and team supervision are not directly coverable by Medicaid state plan authorities, but provider costs related to delivery of covered services may be incorporated into rates for covered services; 1945 Health Home state plan option; 2. 1905(a) state plan benefits including Rehabilitative Services, Case Management, Other Licensed Practitioner Services, Clinic Services; 3. 1945 Health Home state plan option; 4. 1915(i), 1915 (c), 1915(b)(3)	<ul style="list-style-type: none"> <li>• Administrative match may be available for state referral network development activities that may be allocated to Medicaid;</li> <li>• FFS payments for covered Medicaid service under appropriate benefit category;</li> <li>• Enhanced match under the Health Home benefit for 8 quarters;</li> <li>• Payments through managed care entities<sup>xcviii</sup></li> </ul>
<u>Improved data sharing between schools, hospitals, primary care, criminal justice, faith communities, and specialized mental health providers</u> <ul style="list-style-type: none"> <li>• Technology for screening &amp; assessment tools, analytics for prevention and treatment, web or application based tools for prevention and treatment.</li> </ul>	<ul style="list-style-type: none"> <li>• MITA Architecture<sup>xcix</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Enhanced administrative match approved via an advanced planning document (APD) under MITA<sup>c</sup></li> </ul>
<u>School-based behavioral health<sup>ci</sup></u>		

<ul style="list-style-type: none"> <li>• Screening and counseling and referral to specialty care</li> </ul>	<ul style="list-style-type: none"> <li>• 1905(a) state plan benefits such as EPSDT, Other Licensed Practitioner Services</li> </ul>	<ul style="list-style-type: none"> <li>• Managed Care - Ensure providers in school settings are included in Medicaid managed care networks or set up appropriate coordination;</li> <li>• FFS payments for covered Medicaid service under appropriate benefit category;</li> <li>• Partnerships with FQHCs</li> </ul>
<p><u>Collaborative Care Model</u></p> <ol style="list-style-type: none"> <li>1. Referral network development and team building;</li> <li>2. Management of overall care by primary care physician;</li> <li>3. Screening for mental health disorders and on-going monitoring of treatment adherence, effectiveness, side effects usually by care manager;</li> <li>4. Care coordination (including with outside specialty care and social services), patient engagement and education, and brief psychotherapeutic interventions by care manager;</li> <li>5. Psychiatric specialist consultations regarding patient progress including recommendations for treatment strategies and adjustments;</li> <li>6. Telehealth and other technology support</li> </ol>	<ol style="list-style-type: none"> <li>1. Provider costs for outreach and team supervision are not directly coverable by Medicaid state plan authorities, but provider costs related to delivery of covered services may be incorporated into rates for covered services, 1945 Health Home state plan option;</li> <li>2. 1905(a) state plan benefits such as Physicians' Services, Clinic Services;</li> <li>3. 1905(a) state plan benefits such as Clinic Services, Other Licensed Practitioner Services;</li> <li>4. 1905(a) state plan benefits such as Case Management Services, Other Licensed Practitioner Services, 1945 Health Home state plan option;</li> <li>5. Provider costs, including consultation with specialists, may be able to be incorporated into rates for underlying covered services;</li> <li>6. MITA Architecture<sup>c</sup></li> </ol>	<ul style="list-style-type: none"> <li>• Administrative match may be available for state referral network development activities that may be allocated to Medicaid;</li> <li>• Payments through managed care entities;<sup>xcix</sup></li> <li>• FFS payments for covered Medicaid service under appropriate benefit category;</li> <li>• Enhanced match for Health Homes services for 8 quarters;</li> <li>• Enhanced administrative match approved via an APD under MITA<sup>ci</sup></li> </ul>
<p><u>Child Psychiatry Access Model</u></p> <ol style="list-style-type: none"> <li>1. Referral network development and infrastructure and technology support;</li> <li>2. Care coordination of behavioral health treatment;</li> <li>3. Consultation;</li> <li>4. Mental health services</li> </ol>	<ol style="list-style-type: none"> <li>1. Provider costs for outreach and team supervision are not directly coverable by Medicaid state plan authorities, but provider costs related to delivery of covered services may be incorporated into rates</li> </ol>	<ul style="list-style-type: none"> <li>• Administrative match may be available for state referral network development activities that may be allocated to Medicaid;</li> </ul>



	<p>for covered services, MITA Architecture;<sup>c</sup></p> <ol style="list-style-type: none"> <li>2. 1905(a) state plan benefits such as Case Management Services, 1945 Health Home state plan option;</li> <li>3. Provider costs, including consultation with specialists, may be able to be incorporated into rates for underlying covered services;</li> <li>4. 1905(a) state plan benefits such as Physicians' Services, Other Licensed Practitioner Services</li> </ol>	<ul style="list-style-type: none"> <li>• Enhanced administrative match approved via an APD under MITA;<sup>ci</sup></li> <li>• Enhanced match for Health Home services for 8 quarters;</li> <li>• FFS payments for covered Medicaid service under appropriate benefit category;</li> <li>• Payments through managed care entities<sup>xcix</sup></li> </ul>
<u>Telehealth infrastructure as a delivery vehicle for services</u>	<ul style="list-style-type: none"> <li>• MITA Architecture<sup>c</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Enhanced administrative match via APD under MITA<sup>ci</sup></li> </ul>
<u>Services provided via Telehealth</u>	<ul style="list-style-type: none"> <li>• State Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Payments through managed care entities;<sup>xcix</sup></li> <li>• FFS payments for covered Medicaid service under appropriate benefit category</li> </ul>
<u>Crisis Stabilization and Comprehensive Care Model (e.g., CCHBC<sup>cii</sup>)</u> <ul style="list-style-type: none"> <li>• Crisis behavioral health services, screening, assessment, and diagnosis, mental health and SUD services, targeted case management, psychiatric rehabilitation services, peer supports and family supports</li> </ul>	<ul style="list-style-type: none"> <li>• Provider costs for outreach and team supervision are not directly coverable by Medicaid state plan authorities; but provider costs related to delivery of covered services may be incorporated into rates for covered services;</li> <li>• 1905(a) state plan benefits such as Clinic Services, Diagnostic Services, Rehabilitative Services, Physicians' Services, Other Licensed Practitioner Services;</li> </ul>	<ul style="list-style-type: none"> <li>• FFS payment for covered Medicaid services under appropriate benefit category;</li> <li>• Administrative match for state administrative activities that may be allocated to Medicaid;<sup>ciii</sup></li> <li>• Payments through managed care entities<sup>xcix</sup></li> </ul>

	<ul style="list-style-type: none"> <li>1945 Health Home state plan option, primary care case management</li> </ul>	
<u>Registry of Available Behavioral Health Providers</u>	<ul style="list-style-type: none"> <li>MITA Architecture<sup>c</sup></li> </ul>	<ul style="list-style-type: none"> <li>Enhanced administrative match via APD under MITA;<sup>ci</sup></li> <li>Administrative match for state administrative activities that may be allocated to Medicaid.<sup>civ</sup></li> </ul>
<u>Supported Employment and Supportive Housing</u> <ul style="list-style-type: none"> <li>Assistance finding a job or home and supportive services to help maintain that job or home</li> </ul>	<ul style="list-style-type: none"> <li>1915 (i)</li> <li>1915 (c)</li> <li>1915(b)(3)</li> <li>1115(a)(2)</li> </ul>	<ul style="list-style-type: none"> <li>FFS payments for covered Medicaid service under appropriate benefit category;</li> <li>Payments through managed care entities<sup>xcix</sup></li> </ul>

### **Additional Information on Medicaid Authorities**

Many of the services that are essential to the implementation of services for adults with a SMI and children with a SED may be covered based on section 1905(a) of the Act. A number of Medicaid service categories that are particularly relevant to covering the innovative service delivery strategies and community-based services for adults with a SMI or children with a SED described above are discussed below.

#### **Section 1905(a) – State Plan Benefits:**

##### **Section 1905(a)(13) - Rehabilitative Services**

Rehabilitative services, as set forth in 42 C.F.R § 440.130(d), are “any medical or remedial services recommended by a physician or other licensed practitioner of the healing arts, within the scope of his practice under state law, for maximum reduction of physical or mental disability and restoration of a beneficiary to his best possible functional level.” Services such as individual and group therapy, crisis stabilization, peer support, behavioral interventions, and care coordination of other behavioral health services may be authorized under this benefit.

#### Section 1905(a)(6) - Other Licensed Practitioner Services

Other licensed practitioner services, as set forth in 42 C.F.R § 440.60(a), are “medical or remedial care or services, other than physicians’ services, provided by licensed practitioners within the scope of practice as defined under State law.” For example, this benefit could be used to cover counseling services of a licensed clinical social worker.

#### Section 1905(a)(19) - Case Management Services

Case management services include services that assist eligible individuals to gain access to needed medical, social, educational, and other services. 42 C.F.R § 440.169(a). Case management services include all of the following components: comprehensive assessment and periodic assessment of an eligible individual’s needs; development and periodic revision of a specific care plan; referrals to services and related activities to help the eligible individual obtain needed services; and monitoring and follow-up activities. 42 C.F.R. § 440.169(d). States may target case management services to a specific group of beneficiaries, such as adults with SMI or children with SED, or to individuals who reside in specified areas of the state (or both). 42 C.F.R § 440.169(b).

#### Section 1905(a)(9) - Clinic Services

Clinic services refer to “preventive, diagnostic, therapeutic, rehabilitative, or palliative services that are furnished by a facility that is not part of a hospital but is organized and operated to provide medical care to outpatients.” 42 C.F.R § 440.90. Clinic services include “services furnished at the clinic by or under the direction of a physician or dentist” and “services furnished outside the clinic, by clinic personnel under the direction of a physician, to an eligible individual who does not reside in a permanent dwelling or does not have a fixed home or mailing address.” 42 C.F.R. § 440.90(a)-(b).

#### Section 1905(a)(5) - Physicians’ Services

Physicians’ services refer to services “whether furnished in the office, the beneficiary’s home, a hospital, a skilled nursing facility, or elsewhere, means services furnished by a physician (1) within the scope of practice of medicine or osteopathy as defined by State law; and (2) by or under the personal supervision of an individual licensed under State law to practice medicine or osteopathy.” 42 C.F.R. § 440.50(a).

#### Section 1905(r) - Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Benefit

Under the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) benefit set forth in section 1905(r) of the Act, states must make available any service listed in section 1905(a) of the Act that is needed to correct or ameliorate defects and physical and mental conditions discovered by EPSDT screening services, whether or not the service is covered under the state plan.

#### Section 1905(a)(1) and (2) - Hospital Services

Hospital Services, defined at 1905(a)(1) and 1905(a)(2) and implemented at 42 C.F.R. § 440.10 and 42 C.F.R. § 440.20, includes both inpatient hospital and outpatient hospital services. For inpatient hospital services, the term means services (1) that are ordinarily furnished in a hospital for the care and treatment of inpatients, (2) are furnished under the direction of a physician or dentist; and (3) are furnished in an institution that is maintained primarily for the care and treatment of patients with disorders other than mental diseases and is licensed or approved as a hospital by an officially designated authority for state standard setting. There must be in effect a utilization review plan, applicable to all Medicaid patients that meets the requirements of 42 C.F.R. § 482.30, absent a waiver from the Secretary. For outpatient hospital services, the term means preventive, diagnostic, therapeutic, rehabilitative, or palliative services that (1) are furnished to outpatients and (2) are furnished by or under the direction of a physician or dentist. The criteria listed for inpatient hospital services regarding standard setting mean that meeting the requirements for Medicare participation also apply. Outpatient hospital services may be limited by a Medicaid agency by excluding from the definition those items and services that are not generally furnished by most hospitals in the state.

#### Section 1905(a)(16) - Inpatient Psychiatric Services for Individuals under Age 21

Under section 1905(a) of the Act, there is a general prohibition on Medicaid payment for any services provided to any individual who is under age 65 and who is residing in an Institution for Mental Diseases (IMD) unless the payment is for inpatient psychiatric hospital services for individuals under age 21 pursuant to section 1905(a)(16) of the Act, as defined in section 1905(h) of the Act. Implementing regulations at 42 C.F.R. § 440.160 and 441 Subpart D define these inpatient psychiatric hospital services as services furnished by a psychiatric hospital, a general hospital with a psychiatric program that meets the applicable conditions of participation, or an accredited psychiatric facility that meets certain requirements. Section 12005 of the 21<sup>st</sup> Century Cures Act amends section 1905(a)(16) of the Act to require Medicaid reimbursement for EPSDT services to individuals under age 21 receiving inpatient psychiatric services pursuant to section 1905(a)(16) of the Act. The effective date of this amendment is January 1, 2019.

#### Section 1905(a)(14) - Inpatient Hospital Services and Nursing Facility Services for Individuals Age 65 or Older in Institutions for Mental Diseases

Services to individuals age 65 or older in these types of facilities may be reimbursed when the individuals meet the requirements for admission to these facilities and the facilities meet applicable federal requirements as set forth in 42 C.F.R § 440.140.

#### School-based Services

While there is no state plan benefit entitled “school-based services,” CMS allows reimbursement of Medicaid-covered services to Medicaid-eligible children when delivered by Medicaid providers, including in a school setting. Many states have already developed reimbursement mechanisms where Medicaid pays for medical services, including mental health treatment services in school settings. States can consider developing school-based health centers to enhance their capacity to deliver mental health services, require managed care plans responsible for delivering mental health

services to contract with school providers, or develop other arrangements between health facilities and schools.

### **Sections 1903(m) and 1932 – Managed Care**

Consistent with sections 1903(m) and 1932 of the Act, states may deliver Medicaid-covered services through managed care plans by way of an amendment to the Medicaid state plan. States must continue to assure adequate access to and the availability of the full set of covered state plan services, including EPSDT and generally must provide beneficiaries with a choice of at least two managed care plans. Managed care contracts are subject to CMS review and approval; managed care capitation rates must be projected to provide for all reasonable, appropriate, and attainable costs that are required under the terms of the contract and for the operation of the managed care plan for the time period and the population covered under the terms of the contract and be reviewed and approved by CMS as actuarially sound.

### **Section 1915(b) Authority – Freedom of Choice**

Under section 1915(b) of the Act (1915(b) waiver), CMS may grant a waiver to permit states to restrict beneficiary free choice of provider, to create defined provider networks, which could be part of a managed care service delivery system. When using this authority, states may use the savings accrued through the use of a managed care delivery system to provide additional services. Unless an expenditure authority is provided as part of a section 1115 demonstration, managed care service delivery systems that rely on contracts with managed care plans must also comply with section 1903(m). Under section 1915(a) of the Social Security Act, states can implement a voluntary managed care program by executing a contract with organizations that the state has procured using a competitive procurement process.

### **Section 1915(c) - Home and Community-based Services Waiver Authority**

States may request a waiver to provide beneficiaries who would otherwise need to receive care in an institution, certain long-term care services and supports in community settings. States can use this authority to develop comprehensive benefit designs that include additional supportive services. States may not restrict freedom of choice under this waiver but may request waivers of comparability and state-wideness, enabling them to limit the services to subgroups of Medicaid beneficiaries and to an area within the state. States may also limit participation to a specific number of beneficiaries.

### **Section 1915(i) – Home and Community-based Services State Plan Amendment**

Section 1915(i) provides an opportunity for states to amend their state Medicaid plans to offer home and community-based services (HCBS) including case management, respite, and other HCBS for elderly and disabled individuals who meet needs-based eligibility criteria set by the state. Section 1915(i) State plan HCBS is a benefit that is very similar to Section 1915(c) HCBS waivers except that unlike 1915(c), authority under 1915(i) delinks the provision of HCBS from the requirement that participants must meet an institutional level of care. In order to target the initiative and limit costs,

states may identify a specific population and can also establish additional needs-based criteria by service. States may target the 1915(i) benefit to particular population groups such as adults or adolescents with mental health disorders, but cannot waive the requirement to provide the HCBS statewide, nor limit the number of participants in the state who may receive the HCBS if they meet the population definition.

#### **Section 1945 - Health Home Optional Benefit**

Section 1945 of the Act provides an optional Medicaid state plan benefit available to states to design Health Homes to coordinate care for individuals with Medicaid who have chronic conditions, including a mental health condition or SUD. Health Homes must provide comprehensive care management, care coordination, health promotion, comprehensive transitional care/follow-up, beneficiary and family/caregiver support, and referral to community and social support services.



## **Appendix B**

### **Potential Standard Measures and Measure Concepts**

Participating states will commit to reporting on a standard set of measures and data points to demonstrate progress on the goals of the demonstration. Examples of measures and measure concepts that could be included in a standard set measures include --

- Evidence of availability of community-based services and alternatives to inpatient and residential services in each geographic region of the state (e.g., maps of provider availability and provider agreements)
- ED use among Medicaid beneficiaries with SMI or SED and their lengths of stay in the ED;
- Readmissions to inpatient psychiatric or crisis residential settings;
- Average lengths of stay in participating psychiatric hospitals and residential settings;
- Medication reconciliation upon admission (Medicare Inpatient Psychiatric Facility (IPF) Reporting Requirement);
- SUD screening of beneficiaries admitted to psychiatric hospitals or residential treatment settings (Medicare IPF Reporting Requirement);
- Timely transmission of transition records (Medicare IPF Reporting Requirement);
- Medication continuation following discharge (Medicare IPF Reporting Requirement);
- Follow up after hospitalization for mental illness (NQF# 0576, Adult and Child Core Set);
- Follow up after ED visit for mental illness or alcohol and other drug abuse or dependence (NQF# 2605, Adult Core Set);
- Use of first-line psychosocial care for children and adolescents on antipsychotics (NQF#2801, Child Core Set);
- Patient referral into treatment by specified care setting (school, community, criminal justice, faith communities);
- Diabetes care for patients with SMI: Hemoglobin A1c (HbA1c) Poor Control (>9.0%) (NQF # 2607, Adult Core Set)<sup>cv</sup>;
- Screening for Depression and Follow-Up Plan (NQF #0418/0418e, Adult Core Set);

- Rates of involuntary admissions to treatment settings;
- Access to preventive/ambulatory health services for Medicaid beneficiaries with SMI or SED; and
- Suicide or overdose death within 15 days of discharge from an inpatient facility or residential setting for treatment for an SMI or SED.

## ENDNOTES

- <sup>i</sup> See Pub. L. 114-255. Available at <https://www.gpo.gov/fdsys/pkg/PLAW-114publ255/pdf/PLAW-114publ255.pdf>.
- <sup>ii</sup> See definition developed by the Substance Abuse and Mental Health Services Administration (SAMHSA) as mandated by the Congress in the ADAMHA Reorganization Act (Public Law 102-321) at 58 Fed. Reg. 96, pp. 29422-29425 (May 20, 1993).
- <sup>iii</sup> *Ibid.*
- <sup>iv</sup> SAMHSA, NSDUH Data Review, “Receipt of Services for Substance Use and Mental Health Issues among Adults: Results from the 2016 National Survey on Drug Use and Health” (Sept. 2017).
- <sup>v</sup> See definition developed by the Substance Abuse and Mental Health Services Administration (SAMHSA) as mandated by the Congress in the ADAMHA Reorganization Act (Public Law 102-321) at 58 Fed. Reg. 96, 29422-29425 (May 20, 1993) (The definition included in the regulation references DSM-III, however the latest edition is DSM-V.).
- <sup>vi</sup> *Ibid.*
- <sup>vii</sup> Kessler RC, Chiu WT, Demier, O, et al. Prevalence, severity and comorbidity of twelve-month DSM-IV disorders in the National Comorbidity Survey Replication (NCS-R). *Archives of General Psychiatry* 2005; 62: 617–627.
- <sup>viii</sup> National Research Council and Institute of Medicine, “Preventing Mental, Emotional, and Behavioral Disorders Among Young People: Progress and Possibilities” (2009).
- <sup>ix</sup> Perou R, Bitsko RH, Blumberg SJ. Mental health surveillance among children--United States, 2005-2011. *MMWR Suppl.* May 2013; 62(2):1-35.
- <sup>x</sup> Simon AE, Pastor PN, Reuben CA, et al. Use of mental health services by children ages six to 11 with emotional or behavioral difficulties. *Psych Services* 2015; 66(9): 930–937.
- <sup>xi</sup> Substance Abuse and Mental Health Administration, “Key Substance Use and Mental Health Indicators in the United States: Results from the 2016 National Survey on Drug Use and Health” (2017).
- <sup>xii</sup> Stagman S and Cooper JL, “Children’s Mental Health: What Every Policymaker Should Know”, National Center for Children in Poverty, April 2010: [http://www.nccp.org/publications/pdf/text\\_929.pdf](http://www.nccp.org/publications/pdf/text_929.pdf); Wagner M and Newman L. Longitudinal Transition Outcomes of Youth with Emotional Disturbances. *Psych Rehab* 2012; 35(3): 199-208.
- <sup>xiii</sup> Wang PS, Berglund PA, Olfson M, et al. Delays in initial treatment contact after first onset of a mental disorder. *Health Serv Res* 2004; 39(2):393-415.
- <sup>xiv</sup> Frank RG and Epstein AM. Factors Associated with High Levels of Spending for Younger Dually Eligible Beneficiaries with Mental Disorders. *Health Affairs.* 2014; 33(6): 1006-1013..
- <sup>xv</sup> Steadman HJ, Osher FC, Robbins PC, et al., Prevalence of Serious Mental Illness among Jail Inmates, *Psych Services*, 60 (6): 761-765 (2009); Point in time estimate based on applications to U.S. Department of Housing and Urban Development for 2016 Continuum of Care Homeless Assistance Programs, Retrieved from [https://www.hudexchange.info/resource/reportmanagement/published/CoC\\_PopSub\\_NatlTerrDC\\_2016.pdf](https://www.hudexchange.info/resource/reportmanagement/published/CoC_PopSub_NatlTerrDC_2016.pdf).
- <sup>xvi</sup> Interdepartmental Serious Mental Illness Coordinating Committee, Report to Congress, “The Way Forward: Federal Action for a System That Works for All People Living With SMI and SED and Their Families and Caregivers” (Dec 2017): <https://store.samhsa.gov/product/PEP17-ISMICC-RTC> (citing Uniform Reporting System which can be found at <https://www.dasis.samhsa.gov/dasis2/urs.htm>).
- <sup>xvii</sup> Druss GB, Zhao L, Von Esenwein S, et al. Understanding Excess Mortality in Persons with Mental Illness. *Medical Care* 2011; 49(6).
- <sup>xviii</sup> Centers for Disease Control and Prevention, Morbidity and Mortality Weekly Report, “Surveillance for Violent Deaths – National Violent Death Reporting System, 17 States, 2013” 2016; 65 (No. SS-10): 1-42; Brown NM, Green JC, Desai MM, et al. Need and Unmet Need for Care Coordination Among Children With Mental Health Conditions, *Pediatrics.* March 2014; 113(3): e530-537.
- <sup>xix</sup> Centers for Disease Control and Prevention, Vital Signs Report, “Suicide Rising Across the US” (June 2018): <https://www.cdc.gov/vitalsigns/pdf/vs-0618-suicide-H.pdf>.
- <sup>xx</sup> CMCS Informational Bulletin, “Prevention and Early Identification of Mental Health and Substance Use Conditions” (March 2013): <https://www.medicaid.gov/federal-policy-guidance/downloads/CIB-03-27-2013.pdf>.
- <sup>xxi</sup> Schoenbaum M, Sutherland JM, Chappel A, et al. Twelve-Month Health Care Use and Mortality in Commercially Insured Young People with Incident Psychosis in the United States. *Schizophr Bull.* Oct 2017; 43(6): 1262-1272; Simon GE, Stewart C, Yarborough BJ, et al. Mortality Rates After the First Diagnosis of Psychotic Disorder in Adolescents and Young Adults. *JAMA Psych.* 2018; 75(3):254-260.

- <sup>xxii</sup> Simon GE, Stewart C, Yarborough BJ, et al. Mortality Rates After the First Diagnosis of Psychotic Disorder in Adolescents and Young Adults. *JAMA Psych*. 2018; 75(3):254-260.
- <sup>xxiii</sup> Dixon LB, Goldman HH, Bennett ME, et al. Implementing Coordinated Specialty Care for Early Psychosis: the RAISE Connection Program. *Psych Services*. July 2017; 66 (7): 691-698.
- <sup>xxiv</sup> CMCS Informational Bulletin, “Coverage of Early Intervention Services for First Episode Psychosis” (Oct 2015): <https://www.medicaid.gov/federal-policy-guidance/downloads/cib-10-16-2015.pdf>
- <sup>xxv</sup> For example the Robert Wood Johnson Foundation initiative, The Early Detection and Intervention for Prevention of Psychosis Program, with six sites nationwide resulted in some positive outcomes, for additional information see reports at the following links: <http://dev.nasmhpd.seiservices.com/content/about-edipp> and <https://www.nasmhpd.org/sites/default/files/RWJF%20Findings%20Report%202014.pdf> .
- <sup>xxvi</sup> See webpage on the Medicaid Information Technology architecture (MITA) 3.0: <https://www.medicaid.gov/medicaid/data-and-systems/mita/mita-30/index.html> ; Under MITA 3.0, implementation of new technologies may qualify for enhanced match of 90 percent federal match for establishing the technology and 75 percent match for operational support. CMS State Medicaid Director Letter # 18-006, “Leveraging Medicaid Technology to Address the Opioid Crisis” (June 2018): <https://www.medicaid.gov/federal-policy-guidance/downloads/smd18006.pdf> .
- <sup>xxvii</sup> See CMS Final Rule: Mechanized Claims Processing and Information Retrieval Systems (90/10), 80 FR 75817.
- <sup>xxviii</sup> See <https://www.hhs.gov/hipaa/for-professionals/special-topics/mental-health/index.html>, *Information Related to Mental and Behavioral Health, including Opioid Overdose* (fact sheets and materials written for professionals).
- <sup>xxix</sup> See <https://www.hhs.gov/hipaa/for-individuals/mental-health/index.html>, *Information Related to Mental and Behavioral Health, including Opioid Overdose* (consumer facing materials and fact sheets)
- <sup>xxx</sup> Rones M, Hoagwood K, School-based mental health services: a research review. *Clin Child Fam Psychol Rev*. Dec. 2000; 3(4): 223-241.
- <sup>xxxi</sup> Weist MD, Myers CP, Hastings E, et al. Psychological functioning of youth receiving mental health services in the schools versus community mental health centers. *Community Ment Health J*. Feb 1999; 35(1): 69-81.
- <sup>xxxii</sup> Nabors LA, Reynolds MW. Program evaluation activities: Outcomes related to treatment for adolescents receiving school-based mental health services. *Children’s Services: Social Policy, Research, and Practice*. 2000; 3(3):175-189.
- <sup>xxxiii</sup> Department of Health and Human Services and Department of Education, “Healthy Students, Promising Futures: State and Local Action Steps and Practices to Improve School-Based Health” (January 2016): <https://www2.ed.gov/admins/lead/safety/healthy-students/toolkit.pdf> .
- <sup>xxxiv</sup> Price OA. School-centered approaches to improve community health: lessons from school-based health centers. *Economic Studies at Brookings* July 2016; No. 5: <https://www.brookings.edu/wp-content/uploads/2016/07/Price-Layout2-1.pdf> .
- <sup>xxxv</sup> Ahmedani BK, Stewart C, Simon GE, et al. Racial/ethnic differences in healthcare visits made prior to suicide attempt across the United States. *Medical Care*. May 2015; 53(5): 430-435.
- <sup>xxxvi</sup> For more information about the PHQ-9 and how to score, refer to [http://www.cqaimh.org/pdf/tool\\_phq9.pdf](http://www.cqaimh.org/pdf/tool_phq9.pdf)
- <sup>xxxvii</sup> AIMS Center (Advancing Integrated Mental Health Solutions). Collaborative Care Evidence Base: <https://aims.uw.edu/collaborative-care/evidence-base> ; Archer J, Bower P, Gilbody S, et al. Collaborative Care for People with Depression and Anxiety. *Cochrane Review*. Oct. 2012: [http://www.cochrane.org/CD006525/DEPRESSN\\_collaborative-care-for-people-with-depression-and-anxiety](http://www.cochrane.org/CD006525/DEPRESSN_collaborative-care-for-people-with-depression-and-anxiety); Community Preventive Services Task Force, “Improving Mental Health and Addressing Mental Illness: Collaborative Care for the Management of Depressive Disorders” (June 2010): <https://www.thecommunityguide.org/sites/default/files/assets/Mental-Health-Collaborative-Care.pdf>.
- <sup>xxxviii</sup> A list of programs by state is on the network website: [http://web.jhu.edu/pedmentalhealth/nncpap\\_members.html](http://web.jhu.edu/pedmentalhealth/nncpap_members.html).
- <sup>xxxix</sup> Straus JH, Sarvet B. Behavioral Health Care for Children: The Massachusetts Child Psychiatry Access Project. *Health Affairs*. 2014; 33 (12): 2153-2161.
- <sup>xl</sup> See Medicare fact sheet on Collaborative Care Model including CPT codes that can be used: <https://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNProducts/Downloads/BehavioralHealthIntegration.pdf> .
- <sup>xli</sup> Raney L, Bergman D, Torous J, et al. Digitally driven integrated primary care and behavioral health: how technology can expand access to effective treatment. *Curr Psychiatry Rep*. 2017; 19(11): 1-8.
- <sup>xlii</sup> Under MITA 3.0, implementation of new technologies may qualify for enhanced match of 90 percent federal match for establishing the technology and 75 percent match for operational support. See CMS State Medicaid Director Letter # 18-006, “Leveraging Medicaid Technology to Address the Opioid Crisis” (June 2018): <https://www.medicaid.gov/federal-policy-guidance/downloads/smd18006.pdf> .

<sup>xliii</sup> CMS State Medicaid Director Letter # 18-006, “Leveraging Medicaid Technology to Address the Opioid Crisis” (June 2018): <https://www.medicaid.gov/federal-policy-guidance/downloads/smd18006.pdf> .

<sup>xliv</sup> CMS State Medicaid Director Letter #16-003, “Availability of HITECH Administrative Matching Funds to Help Professionals and Hospitals Eligible for Medicaid EHR Incentive Payments Connect to Other Medicaid Providers”, (Feb 2016): <https://www.medicaid.gov/federal-policy-guidance/downloads/smd16003.pdf> .

<sup>xliv</sup> See CMCS Informational Bulletin, “Coverage of Behavioral Health Services for Children, Youth, and Young Adults with Significant Mental Health Conditions” (May 2013): <https://www.medicaid.gov/federal-policy-guidance/downloads/CIB-05-07-2013.pdf>.

<sup>xlvi</sup> National Association of State Mental Health Program Directors, “Issue Brief: Crisis Services’ Role in Reducing Avoidable Hospitalization” (Aug 2017).

<sup>xlvi</sup> National Association of State Mental Health Program Directors, “Issue Brief: Care Transition Interventions to Reduce Psychiatric Re-hospitalizations” (Sept 2015).

<sup>xlvi</sup> Agency for Healthcare Research and Quality (AHRQ) Healthcare Cost and Utilization Project (HCUP) on hospital readmissions involving psychiatric disorders, “AHRQ/HCUP Statistical Brief #189: Hospital Readmissions Involving Psychiatric Disorders, 2012”,(May 2015): (<http://www.hcup-us.ahrq.gov/reports/statbriefs/sb189-Hospital-Readmissions-Psychiatric-Disorders-2012.pdf>).

<sup>xlvi</sup> Additional information regarding the LOCUS tool is available at <https://sites.google.com/view/aacp123/resources/locus> and for the CASII tool at [http://www.aacap.org/aacap/Member\\_Resources/Practice\\_Information/CASII.aspx](http://www.aacap.org/aacap/Member_Resources/Practice_Information/CASII.aspx) .

<sup>i</sup> See State Health Official Letter issued jointly by CMS, SAMHSA, and the Administration on Children and Families regarding Trauma-informed Care (July 2013): <https://www.medicaid.gov/Federal-Policy-Guidance/Downloads/SMD-13-07-11.pdf> .

<sup>ii</sup> National Association of State Mental Health Program Directors, “Issue Brief: Crisis Services’ Role in Reducing Avoidable Hospitalization” (Aug 2017).

<sup>iii</sup> National Action Alliance for Suicide Prevention, Crisis Services Task Force, “Crisis Now: Transforming Services Is Within Our Reach” (2016): <https://actionallianceforsuicideprevention.org/sites/actionallianceforsuicideprevention.org/files/CrisisNow.pdf> .

<sup>liii</sup> Clause (B) following section 1905(a)(29) of the Act.

<sup>liv</sup> Section 1905(i) of the Act.

<sup>lv</sup> See Medicaid managed care rules at 42 CFR 438.6(e).

<sup>lvi</sup> See Medicaid webpage on tobacco quitlines: <https://www.medicaid.gov/medicaid/quality-of-care/improvement-initiatives/tobacco/quitlines/index.html> .

<sup>lvii</sup> *Ibid*.

<sup>lviii</sup> Guidance for Administrative Claiming through the No Wrong Door System is available on the Medicaid website at <https://www.medicaid.gov/medicaid/finance/admin-claiming/no-wrong-door/index.html>.

<sup>lix</sup> Authorized by Section 223 of the Protecting Access to Medicare Act (Pub.L. 113-93).

<sup>lx</sup> For additional information on the CCBHC Criteria see [https://www.samhsa.gov/sites/default/files/programs\\_campaigns/ccbhc-criteria.pdf](https://www.samhsa.gov/sites/default/files/programs_campaigns/ccbhc-criteria.pdf)

<sup>lxi</sup> See CMS webpage on CCBHCs at <https://www.medicaid.gov/medicaid/financing-and-reimbursement/223-demonstration/index.html> and Prospective Payment System Guidance at <https://www.samhsa.gov/sites/default/files/grants/pdf/sm-16-001.pdf#page=94> .

<sup>lxii</sup> See CMS webpage on Medicaid Information Technology (MITA) 3.0: <https://www.medicaid.gov/medicaid/data-and-systems/mita/mita-30/index.html>; Under MITA 3.0, implementation of new technologies may qualify for enhanced match of 90 percent federal match for establishing the technology and 75 percent match for operational support. CMS State Medicaid Director Letter # 18-006, “Leveraging Medicaid Technology to Address the Opioid Crisis” (June 2018): <https://www.medicaid.gov/federal-policy-guidance/downloads/smd18006.pdf>; See also CMS Guidance “Questions and Answers: Administrative Claiming Related to Training and Registry Costs” (July 2015): <https://www.medicaid.gov/medicaid/financing-and-reimbursement/downloads/qa-training-registry-costs-071015.pdf>

(regarding Medicaid support for development of registries of qualified providers of long term services and supports with costs of its establishment and maintenance allocated between Medicaid and non-Medicaid funding streams).

<sup>lxiii</sup> Bond GR, Drake RE. The critical ingredients of assertive community treatment. *World Psychiatry*. June 2015;14(2): 240-242.

<sup>lxiv</sup> CMS State Medicaid Director Letter on Assertive Community Treatment (June 1999): <http://www.medicaid.gov/Federal-Policy-Guidance/downloads/SMD060799b.pdf> .

<sup>lxv</sup> Final Rule entitled “Medicaid Program; State Plan Home and Community-Based Services, 5-Year Period for Waivers, Provider Payment Reassignment, and Home and Community-Based Setting Requirements for Community First Choice and Home and Community-Based Services (HCBS) Waivers” (issued 01/16/2014): <https://www.gpo.gov/fdsys/pkg/FR-2014-01-16/pdf/2014-00487.pdf> .

<sup>lxvi</sup> HHS Guidance for Implementing Standards for Person Centered Planning and Self-Direction issued in June 2014: <https://www.acl.gov/sites/default/files/programs/2017-03/2402-a-Guidance.pdf> .

<sup>lxvii</sup> Croft B, Isvan N, Parish S, et al. Housing and Employment Outcomes for Mental Health Self-Direction Participants. *Psych Services*. July 2018; 69(7):819-825.

<sup>lxviii</sup> CMS State Medicaid Director Letter on peer supports (Aug 2007): <https://www.medicaid.gov/Federal-Policy-Guidance/downloads/SMD081507A.pdf>.

<sup>lxix</sup> CMS Guidance, “Clarifying Guidance on Peer Support Services Policy” (May 2013): <https://www.medicaid.gov/medicaid/benefits/downloads/clarifying-guidance-support-policy.pdf> .

<sup>lxx</sup> Chung DT, Ryan CJ, Hadzi-Pavlovic D, et al. Suicide rates after discharge from psychiatric facilities: a systematic review and meta-analysis. *JAMA Psychiatry*. 2017; 74(7): 694-702.

<sup>lxxi</sup> CMS, Medicaid/CHIP Health Care Quality Measures Technical Assistance and Analytic Support Program, “Quality of Care for Adults in Medicaid: Findings from the 2016 Adult Core Set: Chart Pack” (Dec. 2017) : <https://www.medicaid.gov/medicaid/quality-of-care/downloads/performance-measurement/2017-adult-chart-pack.pdf>.

<sup>lxxii</sup> CMS, Medicaid/CHIP Health Care Quality Measures Technical Assistance and Analytic Support Program, “Quality of Care for Children in Medicaid and CHIP: Findings from the 2016 Child Core Set: Chart Pack” (Dec. 2017) <https://www.medicaid.gov/medicaid/quality-of-care/downloads/performance-measurement/2017-child-chart-pack.pdf> .

<sup>lxxiii</sup> See the CMS webpage on the Medicare Hospital Readmissions Reduction Program: <https://www.cms.gov/Medicare/Quality-Initiatives-Patient-Assessment-Instruments/Value-Based-Programs/HRRP/Hospital-Readmission-Reduction-Program.html> .

<sup>lxxiv</sup> CMS webpage, “2018 Core Set of Adult Health Care Quality Measures (Adult Care Set)”: <https://www.medicaid.gov/medicaid/quality-of-care/downloads/performance-measurement/2018-adult-core-set.pdf>

<sup>lxxv</sup> CMS webpage, “2018 Core Set of Children’s Health Care Quality Measures for Medicaid and CHIP (Child Core Set)”: <https://www.medicaid.gov/medicaid/quality-of-care/downloads/performance-measurement/2018-child-core-set.pdf>.

<sup>lxxvi</sup> Denchev P, Pearson JL, Allen MH, et al. Modeling the cost-effectiveness of interventions to reduce suicide risk among hospital emergency department patients. *Psych Services*. Jan 2018; 69 (1): 23-31.

<sup>lxxvii</sup> Denchev P, Pearson JL, Allen MH, et al. Modeling the cost-effectiveness of interventions to reduce suicide risk among hospital emergency department patients. *Psych Services*. Jan 2018; 69 (1): 23-31 (assuming for the telephone and CBT interventions a societal willingness to pay to reduce mortality of \$50,000 per life-year).

<sup>lxxviii</sup> National Association of State Mental Health Program Directors, “Issue Brief: Care Transition Interventions to Reduce Psychiatric Re-hospitalizations” (Sept 2015).

<sup>lxxix</sup> Lucksted A, Essock SM, Stevenson J, et al. Client views of engagement in the RAISE Connection Program for early psychosis recovery. *Psych Services* July 2015; 66(7): 699-704.

<sup>lxxx</sup> National Association of State Mental Health Program Directors, “Issue Brief: The Role of Permanent Supportive Housing in Determining Psychiatric Inpatient Bed Capacity” (August 2017).

<sup>lxxxi</sup> Interdepartmental Serious Mental Illness Coordinating Committee, Report to Congress, “The Way Forward: Federal Action for a System That Works for All People Living With SMI and SED and Their Families and Caregivers” (Dec 2017): <https://store.samhsa.gov/product/PEP17-ISMICC-RTC> (citing Uniform Reporting System which can be found at <https://www.dasis.samhsa.gov/dasis2/urs.htm>).

<sup>lxxxii</sup> The optional eligibility groups that serve people who have disabilities and are earning income are described at sections 1902(a)(10)(A)(ii)(XIII), (XV), and (XVI) of the Act. These eligibility groups generally have higher income and resource standards than other mandatory and optional eligibility groups that serve people who have disabilities, and states have the flexibility to increase these standards beyond the statutory minimums. Nearly all states cover at least one of these groups, and most have exercised their flexibility relating to financial eligibility.

<sup>lxxxiii</sup> The Medicaid Buy-in program is authorized at section 1902(a)(10)(A)(ii)(XV) of the Act. It establishes an optional state Medicaid benefit group for workers with disabilities who have earnings in excess of traditional Medicaid rules. Individuals with disabilities who would be ineligible for Medicaid because of earnings can work and access the services and supports they need. For more information go to the CMS webpage at <https://www.medicaid.gov/medicaid/tss/employment/ticket-to-work/index.html> .

<sup>lxxxiv</sup> CMS State Medicaid Director Letter #17-003, “Strategies to Address the Opioid Epidemic” (Nov 2017): <https://www.medicaid.gov/federal-policy-guidance/downloads/smd17003.pdf> .



<sup>lxxxv</sup> Centers for Disease Control and Prevention, National Center for Health Statistics Data Brief No. 293 “Mortality in the United States, 2016” (Dec. 2017): <https://www.cdc.gov/nchs/data/databriefs/db293.pdf> .

<sup>lxxxvi</sup> Centers for Disease Control and Prevention, Morbidity and Mortality Weekly Report, “Surveillance for Violent Deaths – National Violent Death Reporting System, 17 States, 2013” 2016; 65 (No. SS-10): 1-42; Cho SE, Na KS, Cho SJ, et al. Geographical and temporal variations in the prevalence of mental disorders in suicide: systematic review and meta-analysis. *J Affect Disord* 2016; 190:704-713.

<sup>lxxxvii</sup> See sec. 1905(a) of the Act (does not include room and board as a separate, coverable benefit); 42 CFR § 440.2 (room and board costs are included in the definition of inpatient); 42 CFR § 440.140 (regarding services for individuals age 65 and older in an IMD).

<sup>lxxxviii</sup> See sec. 1905(a)(16) of the Act authorizing the Inpatient Psychiatric Services for Individuals under Age 21 benefit and CMS implementing regulations defining the types of settings that can provide this benefit at 42 C.F.R. § 440.160 and 441 Subpart D.

<sup>lxxxix</sup> CMS State Health Official Letter #16-007, “To Facilitate Successful Re-entry for Individuals Transitioning from Incarceration to Their Communities” see Question 8: <https://www.medicaid.gov/federal-policy-guidance/downloads/sho16007.pdf>.

<sup>xc</sup> CMS recently issued a State Medicaid Director Letter on “Budget Neutrality Policies for Section 1115(a) Medicaid Demonstration Projects (August 2018): <https://www.medicaid.gov/Federal-Policy-Guidance/downloads/SMD18009.pdf>

<sup>xci</sup> For guidance on comprehensive crisis stabilization systems and an assessment template, see the National Action Alliance for Suicide Prevention: Crisis Services Task Force, “Crisis now: Transforming services is within our reach (2016): <http://actionallianceforsuicideprevention.org/sites/actionallianceforsuicideprevention.org/files/CrisisNow.pdf> ; an example of a crisis stabilization system assessment tool is at <https://www.slideshare.net/davidwcovington/crisis-now-assessment-framework>

<sup>xcii</sup> CMS has also previously issued a State Medicaid Director Letter on covering peer support services in Medicaid, <https://www.medicaid.gov/Federal-Policy-Guidance/downloads/SMD081507A.pdf> , as well as additional clarification that peer supports in some circumstances can include peer supports for the parents/legal guardians of Medicaid eligible children, <https://www.medicaid.gov/medicaid/benefits/downloads/clarifying-guidance-support-policy.pdf> .

<sup>xciii</sup> Bond GR, Drake RE. The critical ingredients of assertive community treatment. *World Psychiatry*. June 2015; 14(2): 240-242.

<sup>xciv</sup> Additional information regarding the LOCUS tool is available at <https://sites.google.com/view/aacp123/resources/locus> and for the CASII tool at [http://www.aacap.org/aacap/Member\\_Resources/Practice\\_Information/CASII.aspx](http://www.aacap.org/aacap/Member_Resources/Practice_Information/CASII.aspx) .

<sup>xcv</sup> For example, the Robert Wood Johnson Foundation’s initiative on the Early Detection and Intervention for the Prevention of Psychosis Program with six sites nationwide resulted in some positive outcomes: <http://dev.nasmhpd.seiservices.com/content/about-edippp> ; and <https://www.nasmhpd.org/sites/default/files/RWJF%20Findings%20Report%202014.pdf>.

<sup>xcvi</sup> See CMCS Informational Bulletin, “Coverage of Behavioral Health Services for Children, Youth, and Young Adults with Significant Mental Health Conditions” (May 2013): <https://www.medicaid.gov/federal-policy-guidance/downloads/CIB-05-07-2013.pdf> .

<sup>xcvii</sup> See CMCS Informational Bulletin (CIB) on “Coverage of Early Intervention Services for First Episode Psychosis” (10/16/2015): <https://www.medicaid.gov/federal-policy-guidance/downloads/cib-10-16-2015.pdf>

<sup>xcviii</sup> Please note that if the state is directing the expenditures a managed care plan is making to its providers, it must comply with the requirements in 42 CFR 438.6(c); this includes obtaining prior approval for such directed payments. For more information, please see the following CIB published on November 2, 2017: <https://www.medicaid.gov/federal-policy-guidance/downloads/cib11022017.pdf>. Also published as part of this CIB are --

- an appendix that provides some examples of approvable directed payments: <https://www.medicaid.gov/medicaid/managed-care/downloads/guidance/appendix-a.pdf>; and
- the preprint that states would need to submit to obtain prior approval of such directed payments: <https://www.medicaid.gov/medicaid/managed-care/downloads/guidance/438-preprint.pdf>.

<sup>xcix</sup> See CMS guidance on MITA 3.0 at <https://www.medicaid.gov/medicaid/data-and-systems/mita/mita-30/index.html>.

<sup>c</sup> See SMDL # 18-006, “Leveraging Medicaid Technology to Address the Opioid Crisis” June 11, 2018.

<sup>ci</sup> See Department of Health and Human Services and Education toolkit on improving availability of school-based services: <https://www2.ed.gov/admins/lead/safety/healthy-students/toolkit.pdf> .

<sup>cii</sup> See CMS information on CCBHCs: <https://www.medicaid.gov/medicaid/financing-and-reimbursement/223-demonstration/index.html> and Prospective Payment System Guidance: <https://www.samhsa.gov/sites/default/files/grants/pdf/sm-16-001.pdf#page=94>

<sup>ciii</sup> See CMS guidance on tobacco quitlines: <https://www.medicaid.gov/medicaid/quality-of-care/improvement-initiatives/tobacco/quitlines/index.html>

<sup>civ</sup> See CMS guidance on Administrative Claiming Related to Training and Registry Costs: <https://www.medicaid.gov/medicaid/financing-and-reimbursement/downloads/qa-training-registry-costs-071015.pdf>.

<sup>cv</sup> Additional information on endorsed measures is available by using the National Quality Forum's QPS tool: [http://www.qualityforum.org/Measures\\_Reports\\_Tools.aspx](http://www.qualityforum.org/Measures_Reports_Tools.aspx).

February 4, 2020

Mr. Jarrett Crum  
Chief Hospital Officer  
AltaPointe Health  
5750-A Southland Drive  
Mobile, Alabama 36693

**RE: Letter of Support for AltaPointe Health for 1115 Severe Mental Illness (SMI)  
Waiver Opportunity**

Dear Mr. Crum:

The Baldwin County Commission, during its regularly scheduled meeting held on February 4, 2020, authorized me as Chairman, to execute this letter to express the Commission's support for AltaPointe Health for 1115 Severe Mental Illness (SMI) Waiver Opportunity that would allow states to receive federal funding for services provided to adults with severe mental illness. This waiver, if approved, will result in significant benefits for the Mobile region by increasing access to in-patient psychiatric care.

AltaPointe Health is currently the sole psychiatric inpatient provider for adults in Baldwin County. The Baldwin County Commission is in full support of their pursuit of this waiver to increase access to in-patient psychiatric care in the Mobile region.

The SMI 1115 waiver would allow the Mobile region to regain and sustain the benefits achieved under the Medicaid Emergency Psychiatric Demonstration (MEPD), a three-year project which abruptly ended in 2016, including:

- More inpatient beds and less "boarding" in hospital emergency departments
- Diversion of patients referred by community mental health centers directly to an Institution for Mental Disease as opposed to the emergency room and medical/surgical units not intended for psychiatric stabilization;
- Access to post-discharge, follow-up care resulting in lower readmission rates

When the MEPD concluded, the immediate result for Mobile was a loss of available psychiatric beds that have not improved in the 3+ years since. Hospitals can medically screen and stabilize psychiatric patients, but are not an option for those requiring an extended stay. Mobile Infirmary closed its psychiatric unit in 2017.

Mental illness is a serious and concerning issue in Baldwin County. It is our recommendation the Alabama Medicaid Agency support AltaPointe Health Systems' pursuit of an SMI 1115 waiver that will allow for increased patient access to inpatient psychiatric care.

If you have any questions, please do not hesitate to contact me at (251) 972-8555 or Wayne Dyess, County Administrator, at (251) 580-2550.

Sincerely,

Billie Jo Underwood, Chairman  
Baldwin County Commission

BJU/keg

cc: Wayne Dyess  
Baldwin County Commissioners  
Baldwin County Legislative Delegation



# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0652, **Version:** 1

**Item #:** GA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Wayne A. Dyess, County Administrator; Anu Gary, Administrative Services Manager; Violetta Smith, Elections Coordinator

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

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### ITEM TITLE

Revision of Baldwin County Commission Policy #2.10 - Polling Place Hours/Poll Worker Compensation

### STAFF RECOMMENDATION

Adopt the revised Baldwin County Commission Policy #2.10 - *Polling Place Hours/Poll Worker Compensation* and make said policy a part of the Baldwin County Commission Policies and Procedures Book.

### BACKGROUND INFORMATION

**Previous Commission action/date:** February 7, 2012 - Last BCC Revision to Policy #2.10.

**Background:** Staff received a request from Violetta Smith, Elections Coordinator, on behalf of Honorable Harry D'Olive, Baldwin County Judge of Probate, to increase the amount of Chief Clerks that are appointed for elections from ten (10) to twenty (20). With the addition of new polling locations in Baldwin County in the recent years, the Probate Judge and Elections Coordinator feel the increase is necessary in order to serve the public during elections more efficiently.

This policy revision was brought up and discussed during the January 28, 2020, BCC Work Session.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$135.00 per each additional Chief Clerk appointed, per election day. If all 10 additional Chief Clerks are utilized for upcoming elections this year (2020 General Election Cycle), the cost increase for each election will be \$1,350.00.

**Budget line item(s) to be used:** 51910.5175

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

**LEGAL IMPACT**

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

Yes, County Attorney has reviewed and approved.

**Reviewed/approved by:** Cason Cheely/Brad Hicks, County Attorneys, on January 27, 2020.

**Additional comments:** Code of Alabama, Section 17-8-1, (a) (b) (d)

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** No.

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

**FOLLOW UP IMPLEMENTATION**

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

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

Administration - Update policy books and email Violetta Smith and Judge D'Olive

**Cc:**

Ron Cink  
Cian Harrison  
Donna Bryars  
Christie Davis  
Wayne Dyess

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

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





## BALDWIN COUNTY COMMISSION

POLICY #2.10	
<b>Subject</b>	Polling Place Hours / Poll Worker Compensation
<b>Date Adopted</b>	February 4, 2020
<b>Agenda Item</b>	TBD
<b>Obsolete Versions</b>	December 15, 1992      Minutes Book 12, pg. 358 June 10, 1998          Minutes Book 20, pg. 313 February 19, 2008      Minutes Page 26 September 21, 2010    Minutes Page 13 February 7, 2012      Agenda Item EA5

### **POLICY STATEMENT**

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

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

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

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

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

Compensation - Poll workers.

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

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

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

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

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

(\*\*) This policy authorizes no more than ~~ten (10)~~ **twenty (20)** total Precinct Chief Clerks countywide for each election. A Precinct Chief Clerk shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Chief Clerk only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

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

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

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

Precinct Clerks: One Hundred and Twenty-five Dollars (\$125) per day

(\*\*) This policy authorizes no more than ~~ten (10)~~ **twenty (20)** total Precinct Chief Clerks countywide for each election. A Precinct Chief Clerk shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Chief Clerk only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

### **C. COUNTY EMPLOYEES**

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

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

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

### **RELATED POLICIES**

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

Act No. 92-670

H. 92 – Reps. Penry, McMillan

AN ACT

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

*Be It Enacted by the Legislature of Alabama:*

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

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

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

Approved October 6, 1992

Time: 4:36 P.M.

**ACT No. 2007- 265**

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



Page 0

1

2 ENROLLED, An Act,

3

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

8

9 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

10

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

14

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

19

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



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*Ray. / Huieff*

Speaker of the House of Representatives

*Jim Zohmf*

President and Presiding Officer of the Senate

House of Representatives

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

Greg Pappas  
Clerk

Senate

29-MAY-07

Passed

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

Alabama Secretary Of State

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

Page 2

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

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

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

**Amendment notes:**

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

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

**Disposition of Former Section:**

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

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

Elections ¶251.

**Corpus Juris Secundum:**

C.J.S. Elections § 229.

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

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

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

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

#### COMMENT

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

#### HISTORY

##### Derivation of Section:

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

##### Amendment notes:

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

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

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

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

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

##### Code Commissioner's Notes

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

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

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

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

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

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

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

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

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

#### Disposition of Former Section:

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

#### LIBRARY REFERENCES

##### American Digest System:

Elections ⇐53.

##### Corpus Juris Secundum:

C.J.S. Elections § 63.

#### CASENOTES

##### Priority of claims 1

##### 1. Priority of claims

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

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

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

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

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

#### COMMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

## Anu Gary

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**From:** Violetta Smith  
**Sent:** Friday, January 24, 2020 11:05 AM  
**To:** Anu Gary  
**Cc:** Harry D'Olive; Wayne Dyess  
**Subject:** Addition Chief Clerks

Anu,

On behalf of the Probate Judge, we would like to increase the number of chief clerks from 10 to 20. We have had 4 additional new voting precincts along with some new inspectors since the chief clerks positions were allowed. The additional 10 positions will be placed at these locations to help the new inspector as well as the current inspector. I feel as the county grows and we may increase with more precincts the addition positions will enough. Just because we are requesting 20 do not mean that 20 will be appointed. They will be use as needed.

Thank you

***Violetta Smith***

*Elections Coordinator  
Baldwin County Probate Office  
208 Courthouse Square  
P. O. Box 459  
Bay Minette, AL 36507  
251.937.0285 Office  
251.937.0271 Fax  
vsmith@baldwincountyal.gov*



RTR





# Baldwin County Commission

## Agenda Action Form

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**File #:** 20-0659, **Version:** 1

**Item #:** GE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 2/4/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director; Architect Todd Stewart, Adams Stewart Architects

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

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### ITEM TITLE

Competitive Bid #WG19-58 - Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse Located in Fairhope, Alabama

### STAFF RECOMMENDATION

Approve Change Order #1 in the deduct amount of **(\$32,703.02)** with **Stuart Construction, LLC**, Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama and authorize the Chairman to execute Change Order.

### BACKGROUND INFORMATION

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

01/15/2019 meeting: Authorized the Purchasing Director to solicit a quote for Architectural services for the design of the completion of the second floor of the Fairhope Satellite Courthouse and bring the Architect proposal back to the Commission for approval.

02/19/2019 meeting: Approved the quote from Adams Stewart Architects, LLC, in the amount of \$1,195.00 to prepare a schematic design and construction estimate for the completion of the second floor of the Fairhope Satellite Courthouse for Commission approval and authorized the Chairman to sign the attached proposal for services.

03/19/2019 meeting: Approved the final design for the completion of a portion of the second floor of the Fairhope Satellite Courthouse and authorized the Purchasing Director and Architect to solicit quotes for this Public Works project.

04/16/2019 meeting: 1) Rejected the three (3) quotes received for the interior build-out of a portion of the second floor of the Fairhope Satellite Courthouse project; and 2) Authorized the Purchasing Director and Architect to place a competitive bid for the project.

06/04/2019 meeting: Authorized the Purchasing Director to advertise the Pre-qualification of Contractors for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama.

07/16/2019 meeting: 1) Rejected all five (5) applications received due to incomplete proposals on the

Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama project; and 2) Authorized the Purchasing Director to re-advertise the Pre-qualification of Contractors for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama. 1) Approved the attached American Institute of Architects (AIA) Contract for the Architectural Services with Adams Stewart Architects, LLC, for the interior build-out of the second floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama in the amount of 7.2% of the project cost and authorized the Chairman to execute the Contract; and 2) Approved the final design of the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama and authorize the Architect, Todd Stewart, and the Purchasing Director to bid the project once the pre-qualification of contractors process is completed and approved by the Commission.

08/06/2019 meeting: 1) Approved the attached American Institute of Architects (AIA) Contract for the Architectural Services with Adams Stewart Architects, LLC, for the interior build-out of the second floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama in the amount of 7.2% of the project cost and authorized the Chairman to execute the Contract; and 2) Approved the final design of the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama and authorize the Architect, Todd Stewart, and the Purchasing Director to bid the project once the pre-qualification of contractors process is completed and approved by the Commission.

08/20/2019 meeting: 1) Approved the following seven (7) pre-qualification applications on the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse project: Witherington Construction; Stuart Construction, LLC; FITZgerald Construction, LLC; Rolin Construction, Inc.; BayShore Construction Co., Inc.; E-J Builders, Inc.; and Thrash Commercial Contractors, Inc. 2) Rejected the applications of Thomas Industries, d/b/a Thomas Construction and Highland Wake Construction, LLC, as non-qualified.

11/05/2019 meeting: 1) Approved and authorized the Chairman to execute Resolution 2020-2021 which allows the Commission the ability to reimburse the general fund utilizing funds from the General Obligation Warrants, Series 2019 in the amount of \$1,500,000.00 for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, AL; and 2) Awarded the bid to the lowest bidder, Stuart Construction LLC, for the Interior Build-out of the Second floor of the Baldwin County Satellite Courthouse located in Fairhope as follows and authorized the Chairman to execute all necessary documents. Bid Tabulation attached. Base Bid Amount: \$1,046,000.00, Add Alternate 1: \$61,200.00 (Install Privacy Glazing/Smart Glass) Total Amount: \$1,107,200.00; Construction Time: 240 calendar days. /A

**Background:** The Architect, Todd Stewart is submitting for Commission approval Change Order #1 in the deduct amount of (\$32,703.02) for deleting two glass panels in the State Senate Office (Smart Glass). For the Remaining Storefronts (Typical of 4 locations along west wall) - Offices 217, 218, 220, 221, we propose to remove the "Smart Glass" and install standard storefront glazing and add opaque Film to Glazing for privacy. The overall effect will be similar to the smart glass option for the Economic Development Conference Room, remove "Smart Glass" and add Frameless Glass Wall Panels Surrounding this space. Approximately 39'-0" in length 8'-0" in height. This glass will sit on a 1'-0" high framed knee wall with a soffit furred down to 9'-0" aff. Also, included would be opaque film

from 24" aff to 6'-0" aff. (Similar to Quincy Compressor). The double doors into the conference room will include frameless glass and hinges as well. The overall impact will be equal and represents a significant savings.

The original construction cost is \$1,107,200.00 including Change Order #1 the new cost will be \$1,074,496.98.

### FINANCIAL IMPACT

**Total cost of recommendation:** Savings to the County of (\$32,703.02)

**Budget line item(s) to be used:** 51944.5500.001

**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:** 02/04/2020

**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 Contractor

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

## CHANGE ORDER

Order No. 1

Date: January 27, 2020

Agreement Date: December 12, 2019

NAME OF PROJECT: Competitive Bid #WG19-58 – Interior Build-out of the Second Floor  
Of the Baldwin County Satellite Courthouse Located in Fairhope

OWNER: Baldwin County Commission

CONTRACTOR: Stuart Construction, LLC

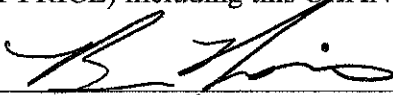
The following changes are hereby made to the CONTRACT DOCUMENTS:

Credit Alternate # 1 (Smart Glass)	\$ (61,200.00)
Delete 2ea type B windows	\$ (1,893.00)
Delete 1ea type A window	\$ (1,919.00)
Add frameless glass wall (1/2" glass, 39'x8')	\$ 24,120.00
Add 6090 All glass doors (1/2" glass with hardware)	\$ 5,130.00
Delete opening 7b-236 (door frame, door, hardware)	\$ (1,200.00)
Add opaque film on glass walls & doors (frosted type film)	\$ 1,450.00
General Liability Insurance	\$ 102.75
Project Management	\$ 115.60
Overhead & Fee	\$ 2,590.63

**TOTAL** **\$(32,703.02)**

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The Original (CONTRACT PRICE)	<b>\$1,107,200.00</b>
Net change by previously authorized Change Orders	<b>\$ 0.00</b>
The (Contract Price) prior to this Change Order was	<b>\$1,107,200.00</b>
The new (Contract Price) will be (decreased) by this Change Order	<b>\$ (32,703.02)</b>
The new (CONTRACT PRICE) including this CHANGE ORDER will be	<b>\$1,074,496.98</b>

CONTRACTOR:  **Stuart Construction, LLC**

RECOMMENDED:  **Adams Stewart Architects**

OWNER: \_\_\_\_\_

## Change Order Proposal



Project Name Fairhope Satellite Courthouse - 2nd Floor Build-Out

COP No. 1 - Storefront Changes

Contractor Stuart Construction, LLC

Date: January 22, 2022

Description	Unit Cost	Quantity	Units	Labor	Materials	Equipment	Subcontractors	Totals
Credit Alternate # 1 (Smart Glass)								\$ (61,200.00)
Delete 2ea type B windows								\$ (1,893.00)
Delete 1ea type A window								\$ (1,919.00)
Add frameless glass wall (1/2" glass, 39'x8')								\$ 24,120.00
Add 6090 All glass doors (1/2" glass with hardware)								\$ 5,130.00
Delete opening 7b-236 (door frame, door, hardware)								\$ (1,200.00)
Add opaque film on glass walls & doors (frosted type film)								\$ 1,450.00
Subtotal								\$ (35,512.00)

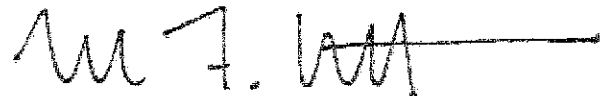
\*Contractor maintains full reservation of rights for time & General Conditions.

Subtotal L/M/S	\$ -	\$ -	\$ -	\$ -	\$ (35,512.00)
Labor Burden / Taxes		\$ -			
Misc. Tools & Equipment					
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ (35,512.00)
General Liability Insurance					\$ 102.75
Project Management					\$ -
P&P Bond					\$ 115.60
Overhead & Fee					\$ 2,590.63
Total Proposed Work Amount					\$ (32,703.02)

This work will add 0 calendar days to this project

X  
Authorized by Baldwin County Commission

Date \_\_\_\_\_

  
X  
Authorized by Adams Stewart Architects, LLC

1-27-20  
Date \_\_\_\_\_

Note: This document is a binding agreement to adjust the total contract sum and time as indicated.



## Change Order

Contemplated:  
PR 02 300389

Approved:

Official:

Date:12/12/19

3053 Cotton St. Mobile, AL 36607 PH:251-479-5408 Fax:251-479-5403

mikep@brabnerhollon.com

Ben Harris  
Customer Contact

Fairhope Satelite Courthouse  
Project Name

Stuart Contracting  
Customer Name

Bay Minette, Al  
Project Location

### Description of Proposed Change:

### Amount:

Delete Openings 7B-236	-\$1,200.00
Tax	-\$108.00

### Notes:

Deleted 6070 Pair Wood Doors 6070 HMF & Hardware set 3

Amber Cochran

Brabner and Hollon, Inc.

Original Contract Amount:

Previous Change Orders:

**This Change Order:**

**-\$1,308.00**

New Contract Amount

**-\$1,308.00**

Approved by

**Note: This Change Order will not be processed until signed by an authorized customer representative.**



# Port City Glass Mirror, Inc.

To: Stuart Construction LLC

From: Dean Goodrich

Attn: Ben Harris

Date: January 21, 2020

Re: Fairhope Satellite Courthouse, 2nd Floor Build-Out & Interior Renovations  
Alternate Pricing & Modifications Email (1/14/2020)

## ***CHANGE ORDER REQUEST No. 1***

### Items requested Via email

Deduct Smart Glass	\$ (56,800.00)
Delete two (2) type B windows from 215	\$ (1,893.00)
Delete one (1) type A window from 236	\$ (1,919.00)
Add All-glass Walls; 39'x 8'	\$ 24,120.00
1/2" clear tempered, 1/4" open gaps	
2" Clear anodized channel top & bottom	
Add 6090 All-glass doors	\$ 5,130.00
1/2" clear tempered	
4 1/2" x 1 3/4" door headers with OHCC's	
2-5/16" square door top & bottom rails in clear ano finish	
72" Back-to-back ladder style door pulls	

Total for this Change Order Request: \$ (31,362.00)

Original Contract Amount: \$ 68,250.00

Prior Approved Change Order(s): \$ -

**Revised Contract Amount: \$ 36,888.00**

### AUTHORIZATION:

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

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

Title: \_\_\_\_\_

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