Baldwin County Commission



Baldwin County Commission Regular Meeting Agenda

Tuesday, March 3, 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 Chaplain Joe Aldrette, Baldwin County Sheriff's Office Pledge of Allegiance

ADOPTION OF MINUTES

February 18, 2020, Regular Meeting

B CONSENT

BA ADMINISTRATION

BA1	City of Fairhope - Annexation Notification	<u>20-0845</u>
BA2	County Take Home Vehicle List - March 2020	<u>20-0865</u>
BA3	Resolution #2020-066 and Project Agreement for Flight Works Alabama	<u>20-0825</u>
BA4	Resolution #2020-067 - Space Allocation in County Facilities - Baldwin County Foley Satellite Courthouse	<u>20-0856</u>
BC	ARCHIVES AND HISTORY	
BC1	Request from Stockton Heritage Association, Inc Stockton Sawmill Days	<u>20-0862</u>

BE BUDGET/PURCHASING

BE1	Competitive Bid #WG20-18 - Provision of Telecommunication Materials for the Baldwin County Commission	<u>20-0846</u>
BE2	Competitive Bid #WG20-19 - Provision of Police Vehicle Accessories for the Baldwin County Commission	<u>20-0847</u>
BE3	Competitive Bid #WG20-21 - Purchase of One (1) New 2020 Ford Expedition or Equivalent for the Baldwin County Judge of Probate	<u>20-0848</u>
BE4	Competitive Bid #WG20-20 - Provision of Concrete Sidewalk Repair on County Right-of-Ways for the Baldwin County Commission	<u>20-0849</u>
BE5	Project No. BCP 0214119 - Park Improvements at Morgantown Water Access - Boardwalk Extension for the Baldwin County Commission	<u>20-0851</u>
BE6	Sales & Use Tax - Enforcement of Trust Fund Taxes	<u>20-0875</u>
BJ	ELECTED OFFICIALS	
BJ1	Baldwin County Sheriff's Office - Use of Drug Enforcement Administration (DEA) Seized Assets	<u>20-0873</u>
BL	ENVIRONMENTAL MANAGEMENT	
BL1	Alabama Department of Environmental Management (ADEM) Alabama Recycling Fund Grant Application 2020	<u>20-0871</u>
	Alabama Department of Environmental Management (ADEM) Alabama	<u>20-0871</u>
BL1	Alabama Department of Environmental Management (ADEM) Alabama Recycling Fund Grant Application 2020	<u>20-0871</u> <u>20-0867</u>
BL1 BM	Alabama Department of Environmental Management (ADEM) Alabama Recycling Fund Grant Application 2020 FINANCE AND ACCOUNTING Association of County Commissions of Alabama Liability Self-Insurance	
BL1 BM BM1	Alabama Department of Environmental Management (ADEM) Alabama Recycling Fund Grant Application 2020 FINANCE AND ACCOUNTING Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. Member Longevity Bonus	<u>20-0867</u>
BL1 BM BM1 BM2	Alabama Department of Environmental Management (ADEM) Alabama Recycling Fund Grant Application 2020 FINANCE AND ACCOUNTING Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. Member Longevity Bonus County Levies for Alcohol Licenses	<u>20-0867</u>
BL1 BM BM1 BM2 BN	Alabama Department of Environmental Management (ADEM) Alabama Recycling Fund Grant Application 2020 FINANCE AND ACCOUNTING Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. Member Longevity Bonus County Levies for Alcohol Licenses HIGHWAY	<u>20-0867</u> <u>20-0870</u>
BL1 BM BM1 BM2 BN BN1	Alabama Department of Environmental Management (ADEM) Alabama Recycling Fund Grant Application 2020 FINANCE AND ACCOUNTING Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. Member Longevity Bonus County Levies for Alcohol Licenses HIGHWAY Case No. S-18032 - Hawthorn, Unit 6 - Road Acceptance	<u>20-0867</u> <u>20-0870</u> <u>20-0860</u>

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	BN5	County Road 28 and State Route 59 Traffic Signal Installation - Permission to Advertise	<u>20-0857</u>		
	BN6	Fernwood Drive West Drainage Improvements - Permission to Advertise	<u>20-0852</u>		
	BN7	Hoyle Bryars Road East Bridge Replacement - Permission to Advertise	<u>20-0855</u>		
	BN8	Scenic Highway 98 Pedestrian Bridge Repairs - Permission to Advertise	<u>20-0854</u>		
	BQ	PERSONNEL			
	BQ1	Animal Shelter Department - Position Change	<u>20-0826</u>		
	BQ2	Board of Registrars - Position Change	<u>20-0827</u>		
	BQ3	Highway Department (Foley) - Promotions	<u>20-0828</u>		
	BQ4	Highway Department (Administration) - Updated Position Description for Operations Support Specialist II (Accounting Option)	<u>20-0829</u>		
	BQ5	Highway Department (Construction Engineering) - Personnel Changes	<u>20-0830</u>		
	BQ6	Juvenile Detention Center - Employment of One (1) Part-Time Detention Technician Position	<u>20-0831</u>		
	BQ7	Probate Office - Employment of One (1) Recording Officer Position	<u>20-0832</u>		
	BQ8	Revenue Commission - Position Changes	<u>20-0833</u>		
	BQ9	Solid Waste Department - Personnel Changes	<u>20-0834</u>		
С	PF	RESENTATIONS			
	CA	GENERAL			
	CA1	North Baldwin Chamber Junior Ambassadors	<u>20-0835</u>		
	CA2	Baldwin County Sheriff's Office Presentation of 2019 Annual Report	<u>20-0661</u>		
	CA3	Proclamation - Small Business Development Center Day on March 18, 2020	<u>20-0838</u>		
D	PL	IBLIC HEARINGS			
Е	COMMITTEE REPORTS				

EA FINANCE/ADMINISTRATION DIVISION

	 2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 ROAD AND BRIDGE DIVISION ELECTED OFFICIAL REQUESTS OTHER STAFF RECOMMENDATIONS ADMINISTRATION 1 Request from Baldwin County Sheriff's Office - Resolution #2020-068 Opposing House Bill 39 and Senate Bill 47 - Issuance of Concealed 	<u>20-0823</u> <u>20-0822</u> <u>20-0861</u>		
EB F G GA	Allowed Under Policy 8.1 ROAD AND BRIDGE DIVISION ELECTED OFFICIAL REQUESTS OTHER STAFF RECOMMENDATIONS ADMINISTRATION 1 Request from Baldwin County Sheriff's Office - Resolution #2020-068 Opposing House Bill 39 and Senate Bill 47 - Issuance of Concealed			
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G GA	 OTHER STAFF RECOMMENDATIONS ADMINISTRATION 1 Request from Baldwin County Sheriff's Office - Resolution #2020-068 Opposing House Bill 39 and Senate Bill 47 - Issuance of Concealed 	<u>20-0861</u>		
GA	 ADMINISTRATION 1 Request from Baldwin County Sheriff's Office - Resolution #2020-068 Opposing House Bill 39 and Senate Bill 47 - Issuance of Concealed 	<u>20-0861</u>		
-	1 Request from Baldwin County Sheriff's Office - Resolution #2020-068 Opposing House Bill 39 and Senate Bill 47 - Issuance of Concealed	<u>20-0861</u>		
GA	Opposing House Bill 39 and Senate Bill 47 - Issuance of Concealed	<u>20-0861</u>		
	Carry Permits within the State of Alabama			
н	COMMISSIONER REQUESTS			
I	ADDENDA			
IA	GENERAL			
IA1	Selection of a Bond Underwriter for Refunding of Series 2014 General Obligation Warrants for the Baldwin County Commission	<u>20-0882</u>		
J	ADMINISTRATIVE REPORT			
к	COUNTY ATTORNEY'S REPORT			
L	ANNOUNCEMENTS			
М	PUBLIC COMMENTS			
N	PRESS QUESTIONS			
0	COMMISSIONER COMMENTS			
Р	ADJOURNMENT			



Agenda Action Form

File #: 20-0845, Version: 1

Item #: BA1

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Wayne Dyess, County Administrator Submitted by: Michelle Howard, Commission Executive Assistant

ITEM TITLE

City of Fairhope - Annexation Notification

STAFF RECOMMENDATION

Authorize the placement of the City of Fairhope's Annexation Ordinance No. 1664, Amending Ordinance No. 1253, annexing property into the corporate limits of the City of Fairhope, Alabama, into the minutes of the March 3, 2020, Baldwin County Commission Regular Meeting with the proper notifications to the following departments/organizations:

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

<u>Elected Officials</u> Baldwin County Revenue Commission Baldwin County Sheriff's Office

<u>Other Agencies</u> Board of Registrar's Office Emergency 911 South Alabama Regional Planning Commission

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The City of Fairhope's Annexation Ordinance No.1664, Amending Ordinance No.

1253, for the annexation of certain property into the corporate limits of the City of Fairhope, Alabama, to be made part of the record of the Baldwin County Commission meeting on March 3, 2020.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administration - Mail Correspondence to:

The Honorable Karin Wilson Mayor City of Fairhope ATTN: Lisa A. Hanks, City Clerk

File #: 20-0845, Version: 1

P.O. Drawer 429 Fairhope, Alabama 36532

Memo to various departments/organizations

Additional instructions/notes: N/A



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

PETITION FOR ANNEXATION

STATE OF ALABAMA COUNTY OF BALDWIN

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

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

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

- This petition is for R-1 Zoning
- The condition of the Petition is that zoning be established as PUD X Concurrent with Annexation. (Zoning Request)

Is this property colony property ____ Yes X___No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

Stanature of Petitioner

Signature of Petitioner

Print petitioner's name

Print petitioner's name

Tom Mitchell

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: 20751 State Highway 181

Home

Petitioner's Current Physical Address: 805 Trione Street

Daphne, AL 36526

Petitioner's Current Mailing Address: PO Box 130

Daphne, AL 36526

251-421-6250 Telephone Number(s):

Work

County Tax Parcel Number: 46-05-15-0-000-001.001, 46-05-15-0-000-001.000

46-05-15-0-000-001.003

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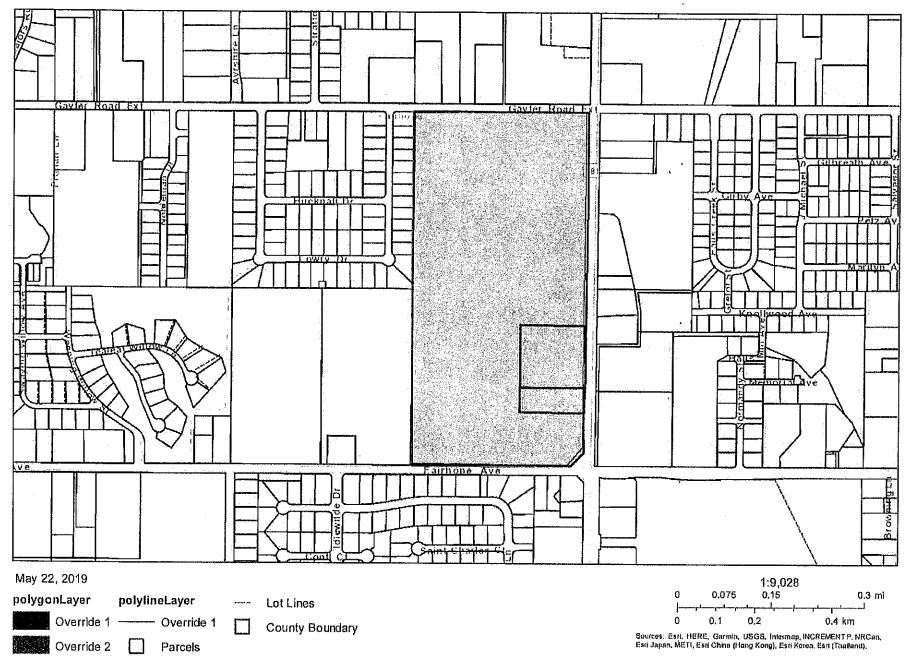
U.S JUSTICE DEPARTMENT INFORMATION

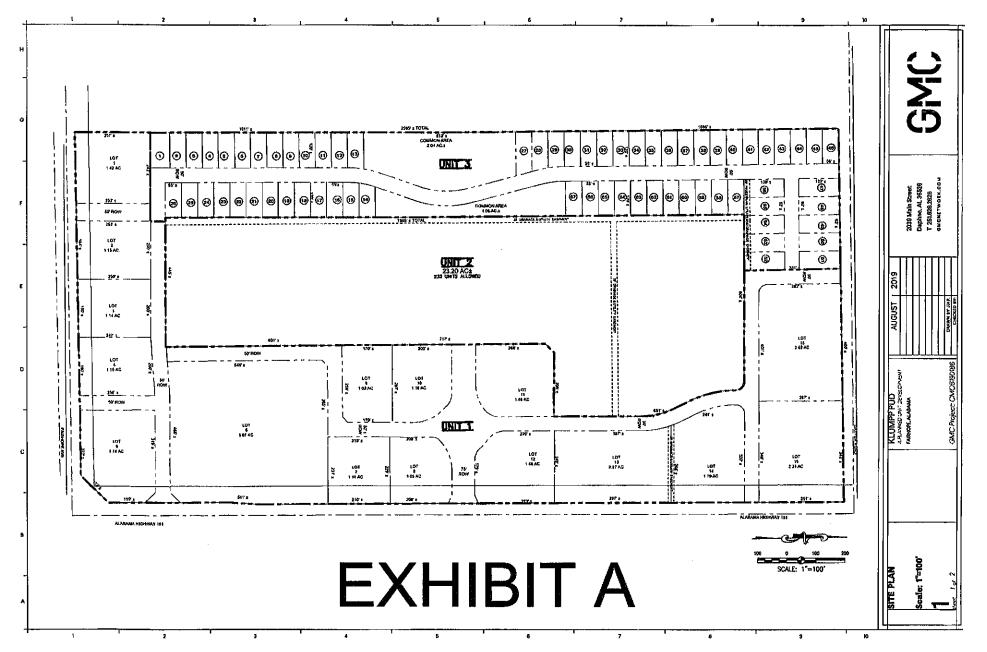
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		Size of property (acres or square feet) 75.93 acres
	П	If property is occupied, give number of housing units 1
	Л	Number of Persons residing in each unit, and their race 4, white
	- П	If property is unoccupied, give proposed use N/A
	П	If property is being developed as a subdivision, give subdivision name
	u	N/A
		Number of lots within proposed subdivision N/A
The second se	Petitior acknow	Marile Guilt Gamer a Notary Public in and for said State and County, hereby that Tom Mitchell whose name(s) is/are signed to the forgoing n and who is/are known to me, this day appeared before me and, being first duly sworn, hander that he/she/they have voluntarily executed this Petition on this day same bears date. ALEG Mission (kender my Hand and Seal this 22nd day of Mary 2019 Notary Public Notary Public My commission expires
		April 3, 2022
	I,	a Notary Public in and for said State and County, hereby that whose name(s) is/are signed to the forgoing
	Petition	and who is/are known to me, this day appeared before me and, being first duly sworn, ledge that he/she/they have voluntarily executed this Petition on this day same bears date.
		Given under my Hand and Seal this day of, 20,
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	certify t Petition	a Notary Public in and for said State and County, hereby that whose name(s) is/are signed to the forgoing and who is/are known to me, this day appeared before me and, being first duly sworn, ledge that he/she/they have voluntarily executed this Petition on this day same bears date.
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EXHIBIT B Viewer Map

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PROPERTY DESCRIPTION

STATE OF ALADAMA COUNTY OF BALDWIN

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3 Dramage, utility and pedestnan essements will be provided and recorded as necessary during He plan and subdivision approval

- 2. Each lot of each unit must provide and maintain positive drawage for adjacent properties that may be discharging onlo it.
- 3. This PUD does not propose the installation of sidewalks along State Highway 181. 4. Selewalks (non. 5' wide) will be provided along both sides of every public street within the PUD
- at the time the streets are constructed

UNIT 1

UNIT 2

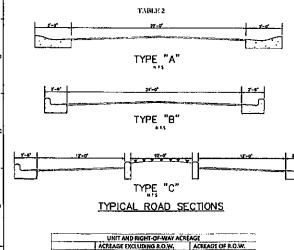
UNIT 3

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TOTAL SITE

5. Sidewalks within all Unit 3 and Unit 2 lots will be designed and constructed in accordance with the Sile Plan approved for each lot.

- 6 The PUD Document will not be affected by future revisions to the current, September 2019, City of Fairbook's Zohine Ordinance
- 7 This PUB document will not be affected by future M.O.P. or Subdivision Moratoriums issued by the City of Fashope.



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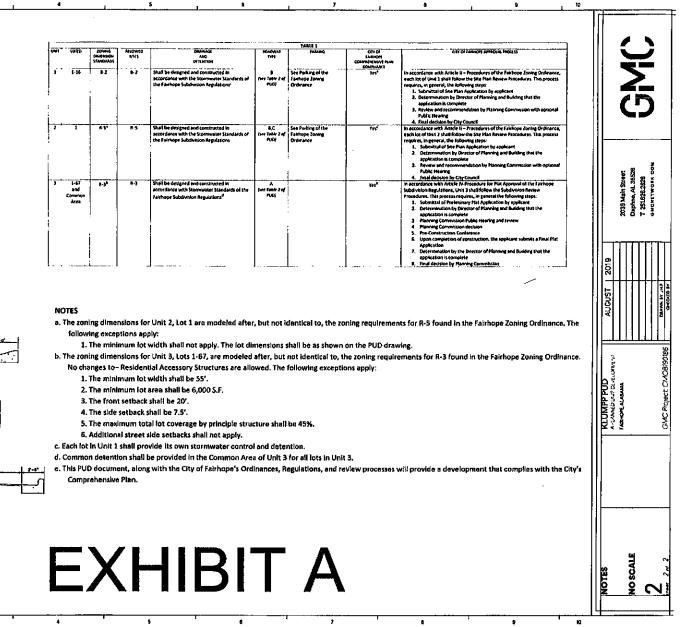
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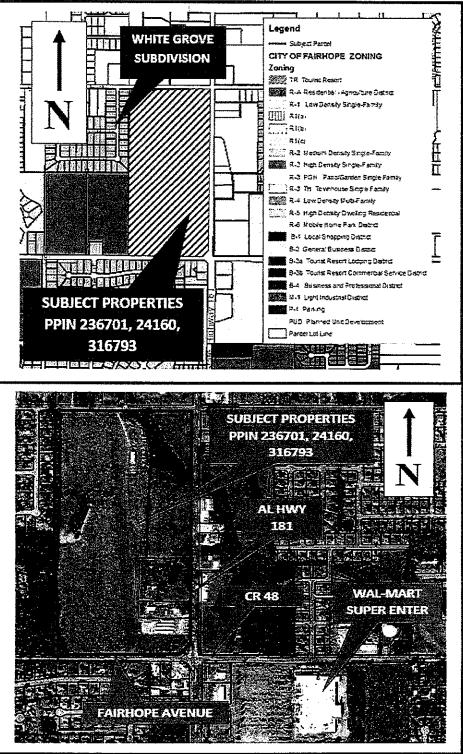
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City Council Case: ZC 19.13 Klumpp PUD 1st Reading: October 28, 2019 Conditional Annexation and rezoning to Planned Unit Development

Project Name: Klumpp PUD Site Data: Unit 1-28.79 acres +/-Unit 2 - 23.20 acres +/-Unit 3 - 14.11 acres +/-ROW - 9.83 acres +/-**Project Type:** Conditional Annexation to PUD Jurisdiction: City of Fairhope Planning Jurisdiction Zoning District: Unzoned Baldwin County Planning District 14 PPIN: 236701, 24160, 316793 General Location: Northwest corner of Fairhope Avenue / CR 48 and State HWY 181 Engineer of Record: Mr. Scott Hutchinson, PE Goodwyn, Mills, and Cawood **Owner:** Gayfer Village Partners, LLC Developer: Mr. Tom Mitchell on behalf of Gayfer Village Partners School District: Fairhope Elementary School Fairhope Middle and High Schools **Recommendation:** Approval with conditions Prepared by: J. Buford King, **Development Services Manager**

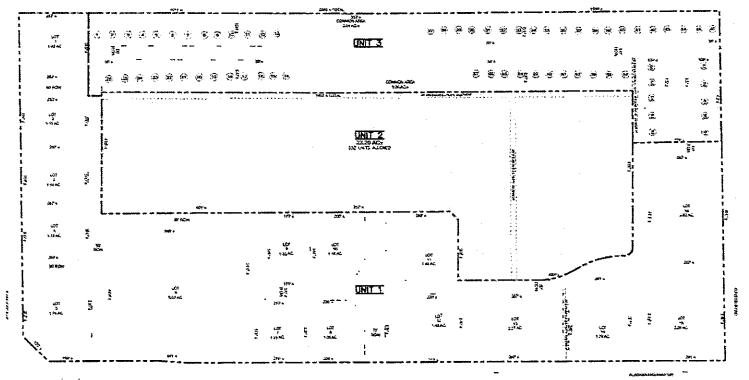


Summary of Request:

The applicant is seeking concurrent annexation and rezoning of approximately 75.93 acres +/- from unzoned Baldwin County to the City of Fairhope as a Planned Unit Development (PUD). The subject property is located at the northwest intersection of State Highway 181 and Fairhope Avenue/County Road 48 and extends north to the southwest corner of State Highway 181 and Gayfer Avenue/County Road 30. The subject property is bordered to the northwest by the adjoining White Grove subdivision, zoned R-2 medium density single family residential, and bordered to the southwest by the adjoining PPIN 14493 zoned R-A residential agricultural. The subject property adjoins Idlewild Subdivision (R-2) to the south, separated by the Fairhope Avenue right-of-way (ROW) as well as various properties comprising the southwest intersection of Fairhope Avenue and HWY 181, all zoned B-2 general business district. All remaining properties adjoining subject property are separated from subject property via ROW and are located within unzoned Baldwin County Planning District 14.

Comments:

The subject property is comprised of one large (PPIN 236701) generally rectangular parcel fronting AL HWY 181, Fairhope Avenue, and Gayfer Road Extension, all paved, publicly-maintained streets. PPINs 24160 and 316793 are inclusive of PPIN 236701 and will likely become functions of a future subdivision.



The site plan supporting Case number ZC 19.13 is included above in excerpted form and color-coded to reflect the "units" proposed for the PUD. An approximate acreage breakdown on each unit is included on the cover page of this staff report, and the acreage of the lots within each unit is included in the site plan drawing. The proposed uses of the various units are noted in the chart on the following page, which is an excerpt from the site plan provided with subject application. Supporting Drawings 1 of 2 and 2 of 2 are requested as exhibits to the PUD ordinance. The color-coding of the site plan is coordinated with the use chart shown at the top of the next page:

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	- -		R-5	Shill be designed and constructed in actordance with the Stormwater Stondards of the Pairhood Subdivision Regulations	ĐĽ Iste Tatie Z tř PUCH	See Parking of the Fairhope Zzning Ordinance	₩¥¥	In accordiance with Article II ~ Procedures of the Faitheon Zoning Ordinance, last bit of Unit 2 shall follow the Ste Plan Badaw Procedural. This process implanes, in general, to the faitheon graphic state. 1. Scamittal of Ste Plan Application by applicant 2. Deterministics by Director of Planning and Building that the application is complete 3. Review and incommendation by Director Gommission with optional Public Hearing 4. Final detector by City Council
er (2-67 and Common Area	₩3 ³	R-3	Shill be designed and constructed in accordance with Stormwater Standards of the Fathope Subdivision Regulationi ^d	A ber John I af PLOJ		Yed	In accordance with Article IV-Procedure for Pitt Approval of the Faithous Subdivision Regulations, Unit's shall follow the Subdivision Research Proceedures. This process requires, is general the following stors: Subdivision Statistics of Preliminary Plan Austication by applicant Octommission by Director of Planning and Building that the application is complete Planning Cosmission decision Processing Cosmission decision Processing Cosmission decision Processing Cosmission decision Planning Cosmission decision Planning Cosmission decision Determination Destruction, the applicant submits a FinsiPitet Application is complete Determination by the Drivetor of Planning and Building that the application is complete Subdivision Determination by the Drivetor of Planning and Building that the application is complete Subdivision Determination Planning Commission

- Unit 1 (28.79 acres +/-) contains 16 lots with allowable uses and lots sizes identical to B-2 General Business District Zoning. The developer requests, via inclusion of drawing 2 of 2 in the PUD ordinance, self-imposing the Site Plan Review procedure as included within Fairhope's Zoning Ordinance.
- Unit 2 (23.20 acres +/-) depicted in light red identically replicates the use of R-5 High Density Dwelling Residential (10 units per acre, for 232 units total) but requests the lot size shown on the site plan drawing 1 of 2 in lieu of the allowable number of dwelling units included within Table 3-2 in the City of Fairhope Zoning Ordinance. Similar to Unit 1 Unit 2 will be required to follow the Site Plan Review procedure included in *The City of Fairhope Zoning Ordinance* as a self-imposed requirement of the PUD.
- Unit 3 (14.11 acres +/-) depicted in light green contains 67 residential lots modeled after an R-3 zoning district with modifications that reduces the minimum lot size and increases the allowable lot coverage. At the time of development activities unit 3 shall follow the City of Fairhope's Subdivision Review Process and comply with the current Subdivision Regulations in addition to the requirements of the PUD ordinance. The original submission to the Planning Commission included 77 single family lots, however the reduction to 67 single family lots reflects conditions of approval required by the Planning Commission.

Article II Section C.1.e Criteria

Fairhope's Zoning Ordinance contains nine (9) criteria by which an application for re-zoning shall be reviewed:

- (1) Compliance with the Comprehensive Plan;
- (2) Compliance with the standards, goals, and intent of this ordinance;
- (3) The character of the surrounding property, including any pending development activity;
- (4) Adequacy of public infrastructure to support the proposed development;
- (5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;
- (6) Compliance with other laws and regulations of the City;
- (7) Compliance with other applicable laws and regulations of other jurisdictions;

(8) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and,

(9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

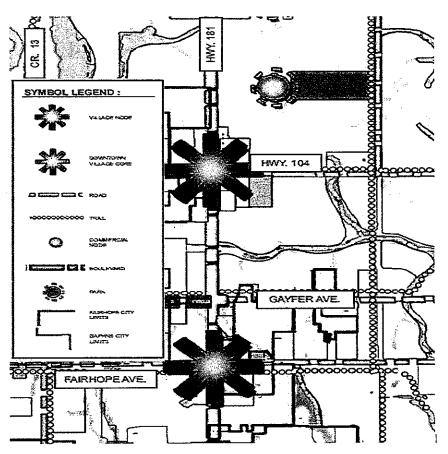
The review comments for each criteria are discussed in detail below.

(1) Compliance with the Comprehensive Plan; Response:

Fairhope Comprehensive Plan Guidance

In 2015 the Comprehensive Plan was updated to reflect what the community and citizens of Fairhope desired and envisioned for the city. "the planning process used to develop the Comprehensive Plan update was one that was built on extensive public input and collaboration. The final product represents a consensus of what the people of Fairhope said was important to them, what they saw as the future of Fairhope, and what they would like Fairhope to achieve." Several public meetings, Town Hall meetings, and surveys were conducted to gather input and information from citizens. From this data four land use plans were created and presented. A Preferred Plan Map was than created. An excerpt of the Preferred Plan is included below showing the desired Village Center at the intersection of Fairhope Avenue and Highway 181.

"Highway 181 / Fairhope Ave presents an additional village opportunity. While this area has seen a growth of large retailers in the recent past due to regulatory limitations (i.e. significant property located outside of the City Limits in unzoned Baldwin County), it is in the early stages of village pattern development. **River Mill Subdivision is** connected to both Fairhope Avenue and Windmill Road, The residential areas around Gayfer Avenue and Blueberry Lane are built in accordance with the City Subdivision



Regulations and provide neighborhood level greenspace, sidewalks, streets, trees, and connectivity. While this area will evolve over time, the "bones" of a village are generally in place."

(2) Compliance with the standards, goals, and intent of this ordinance;

Response: *PUD Planned Unit Development:* This district is intended to encourage innovative development that meets comprehensive plan goals and is tailored to the unique constraints and conditions of a particular site. This district allows flexibility in uses, designs, and building layouts as opposed to other zoning districts to better serve community needs. <u>This development</u> appears to meet the definition of a PUD and the intent of this ordinance.

(3) The character of the surrounding property, including any pending development activity;

Response: The comprehensive plan describes a village center at this location and states that the "bones" are already in place. The surrounding properties are unzoned, RA, R-2, and B-2. <u>The transition of use and density follow the guidelines in the comprehensive plan and show no foreseeable negative impacts.</u>

(4) Adequacy of public infrastructure to support the proposed development;

Response: Fairhope Public Utilities can be made available during the subdivision process.

(5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;

Response: Wetlands are present on the subject property and all wetland delineations, reports, ordinances, and buffers will required during the development process.

(6) Compliance with other laws and regulations of the City;

Response: At the time of development all applicable laws of the City will be applied.

(7) Compliance with other applicable laws and regulations of other jurisdictions; **Response:** At the time of development all applicable laws will be applied.

(8) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values

Response: Staff does not anticipate any significant issues relating to this criteria.

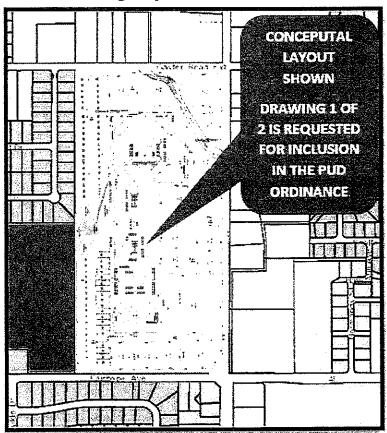
(9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

Response: Staff does not anticipate any significant issues relating to this criteria. A traffic study will be required at time of subdivision. All required buffers and setbacks will apply to address any concerns. Unit 1 and 2 have a self-imposed mandatory site plan review requirement that will again address the above concerns.

Additional Zoning/Comprehensive Plan/Development Staff Comments

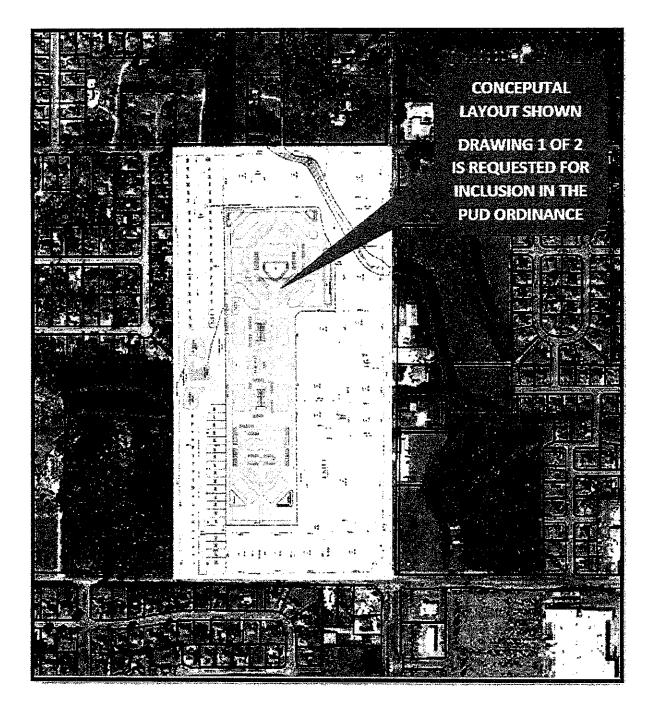
• "The immediate areas around Villages are to be more dense (more units per acre) and then transition to lower density development patterns."

- This village center as contemplated by the comprehensive plan already has the "bones" of a village in place. The proposed PUD reflects a multi-use development with a density transition becoming less dense farther from the village center and more dense closer to the village center.
- The village center will be comprised of commercial parcels in Unit 1 with the same allowable uses as B-2 General Business. Unit two is a residential equivalent to R-5 High Density Dwelling Residential and is bordered by Unit 1 on three sides, and Unit 3 on the west side which is equivalent to (with modifications) of an R-3 High Density Single Family Residential development.
- The surrounding properties are primarily zoned R-2, R-1, or unzoned Baldwin County in Baldwin Count Planning District 14.
- The southeast corner of the Highway 181 / Fairhope Ave contains an existing Wal-Mart Supercenter retail store with additional retail/service uses included on outparcels fronting upon State HWY 181.
- Currently this site could be developed utilizing the building permit/subdivision/multiple occupancy project (MOP) process, however the City of Fairhope would not have regulatory authority over land use.



Zoning Map with Inset Site Plan

Aerial Image with inset Site Plan



<u>Site Photos</u>



Subject property looking northwest from HWY 181/Fairhope Ave Intersection



Subject property looking west from HWY 181

Staff Recommendation:

Staff recommends Case # ZC 19.13, conditional annexation to Planned Unit Development (PUD) Zoning District for PPIN's 236701, 24160, 316793 be **APPROVED** subject to the following conditions and forwarded to the City Council for consideration:

- 1. A master drainage plan shall be prepared for the entire site and included with the initial subdivision application creating units 1-3
- 2. Side setbacks in Unit 3 shall be at least 7.5 wide, with adjustments to side setback and lot coverage reflected on drawing 2 of 2 prior to submission to the City Council for consideration.
 - a. This condition approval has been satisfied and the requested 7.5' setbacks reflected on drawing 2 of 2.
- 3. A 10' wide landscape buffer compatible with Ordinance 1444 shall be constructed along the full width of the western side of Unit 3 concurrent with land disturbance in Unit 3.
- 4. City of Fairhope site plan review (Zoning Ordinance Article II, Section C.2.) shall be mandatory for each lot within units 1 and 2.
- 5. City of Fairhope subdivision regulations (including multiple occupancy project provisions as applicable) shall be required for the creation of all lots and units within the Klumpp PUD.

Planning Commission Recommendation:

The City of Fairhope Planning Commission, at its July 1, 2019 regular meeting, recommended Case # ZC 19.13, conditional annexation to Planned Unit Development (PUD) Zoning District for PPIN's 236701, 24160, 316793 be **APPROVED** subject to the following conditions and forwarded to the City Council for consideration. Staff note - supporting drawing 1 of 2 and 2 of 2 has been amended to reflect the requested change by the planning commission, listed below as conditions of approval. The conditions of approval are reproduced here and are a component of the recommendation to the City Council to memorialize their inclusion in the PUD:

- 1. A master drainage plan shall be prepared for the entire site and included with the initial subdivision application creating units 1-3
- 2. Side setbacks in Unit 3 shall be at least 7.5 wide, with adjustments to side setback and lot coverage reflected on drawing 2 of 2 prior to submission to the City Council for consideration.
 - a. This condition approval has been satisfied and the requested 7.5' setbacks reflected on drawing 2 of 2 and memorialized here as a condition of approval.
- 3. A 10' wide landscape buffer compatible with Ordinance 1444 shall be constructed along the full width of the western side of Unit 3 concurrent with land disturbance in Unit 3.
- 4. City of Fairhope site plan review (Zoning Ordinance Article II, Section C.2.) shall be mandatory for each lot within units 1 and 2.
 - a. This condition approval is reflected on drawing 2 of 2 and is memorialized here as a condition of approval.
- 5. City of Fairhope subdivision regulations (including multiple occupancy project provisions as applicable) shall be required for the creation of all lots and units within the Klumpp PUD.
 - a. This condition of approval is addressed by note "e" on drawing 2 of 2 but memorialized here as a condition of approval.
- Commercial Lot 16 in Unit 1 shall be placed along Fairhope Avenue in lieu of its originallysubmitted location along Gayfer Avenue, with necessary residential lots along Fairhope Avenue (Lots 1-4 and 35-38 in Unit 3) placed along Gayfer Avenue in the location formerly occupied by Lot 16.
 - a. This condition of approval has been reflected in supporting drawings 1 of 2 and 2 of 2 as requested by the Planning Commission, and memorialized here as a condition of approval.

ORDINANCE NO. 1664

AN ORDINANCE AMENDING ORDINANCE NO. <u>1253</u> KNOWN AS THE ZONING ORDINANCE

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

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

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

The property of Gayfer Village Partners, Inc. generally located on the west side of State Hwy. 181 between Gayfer Road and Fairhope Avenue, Fairhope, Alabama.

KLUMPP PUD

PPIN #: 24160, 236701 and 316793

Legal Description: (Case number ZC 19.13)

COMMENCE AT A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; RUN THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 15 1320.55 FEET TO A POINT; RUN THENCE SOUTH 00-22-18 WEST, 29.73 FEET TO A CAPPED REBAR MARKER ON THE SOUTH RIGHT-OF-WAY LINE OF GAYFER AVENUE FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, SAID POINT BEING THE NORTHEAST CORNER OF "WHITE GROVE SUBDIVISION, UNIT TWO" AS RECORDED ON SLIDE 1344-B IN THE BALDWIN COUNTY PROBATE RECORDS, CONTINUE THENCE SOUTH 00-22-18 WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, 1298.08 FEET TO A CAPPED REBAR MARKER AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; RUN THENCE SOUTH 00-56-09 WEST, 1297.18 FEET TO A CAPPED REBAR MARKER ON THE NORTH RIGHT-OF-WAY LINE OF FAIRHOPE AVENUE; RUN THENCE SOUTH 89-55-36 EAST, ALONG SAID RIGHT-OF-WAY LINE, 1178.82 FEET TO A CAPPED REBAR MARKER; RUN THENCE NORTH 45-24-21 EAST, 132.28 FEET TO A CAPPED REBAR MARKER ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 27; RUN THENCE NORTH 00-44-18 EAST, ALONG SAID WEST RIGHT OF WAY LINE, 229.22 FEET TO A CAPPED REBAR MARKER; THENCE CONTINUE NORTH 00-44-18 EAST, ALONG SAID RIGHT-OF-WAY, 107.86 FEET TO A CAPPED REBAR MARKER; THENCE RUN NORTH 04-44-33 EAST, ALONG SAID RIGHT-OF-WAY, 100.24 FEET TO A CAPPED REBAR MARKER; THENCE RUN NORTH 00-44-18 EAST, ALONG SAID RIGHT-OF-WAY, 433.00 FEET TO A CAPPED REBAR MARKER; RUN THENCE NORTH 00-44-18 EAST, ALONG SAID RIGHT-OF-WAY LINE, 1562.96 FEET TO A CAPPED REBAR MARKER ON THE SOUTH RIGHT-OF-WAY LINE OF GAYFER AVENUE; RUN THENCE SOUTH 89-57-26 WEST, ALONG SAID RIGHT-OF-WAY LINE, 1282.66 FEET TO THE POINT OF BEGINNING; CONTAINING 75.93 ACRES, MORE OR LESS.

- 1. That, attached as "Exhibit A" is an approved site plan. The property must develop in substantial conformance with the approved site plan and supporting documents. Any substantial deviation from the attached site plan, as determined by the Director of Planning, will require re-approval by the Planning Commission and the City Council of the City of Fairhope, Alabama, as a PUD amendment.
- 2. That, the following development regulations shall govern:

A master drainage plan shall be required for the entire site and included with the initial subdivision submittal.

Ordinance No. <u>1664</u> Page -2-

<u>UNIT 1:</u>

Lots: There shall be 16 commercial lots.

Site Plan Review: A stand-alone site plan review shall be required for each lot.

<u>Use:</u> Commercial uses shall be restricted to the B-2 requirements in the Fairhope Zoning Ordinance.

Dimension Standards: Setbacks, building height, and lot coverage shall be per the B-2 requirements.

<u>Drainage and Detention</u>: Each lot shall provide its own stormwater control and detention and shall meet the Storm water Standards requirements in the Fairhope Subdivision Regulations.

Parking: Parking shall meet the requirements of the Fairhope Zoning Ordinance.

<u>UNIT 2:</u>

Lots: There shall be one lot.

Units: The number of units shall not exceed 232.

Site Plan Review: A stand-alone site plan review shall be required.

Multiple Occupancy Project Review: A multiple occupancy project review shall be required.

<u>Use:</u> The use of Unit 2 shall be restricted to the R-5 requirements in the Fairhope Zoning Ordinance.

<u>Dimension Standards</u>: The setbacks, building height, and lot coverage shall be per the R-5 requirement. The R-5 minimum lot width shall not apply, and the lot dimension shall be a 40' front setback on the western line of Unit 2; and a 30' setback on all other lot lines.

Drainage and Detention: Drainage and detention shall meet the Storm water Standards requirements in the Fairhope Subdivision Regulations.

Parking: Parking shall meet the requirements of the Fairhope Zoning Ordinance.

<u>UNIT 3:</u>

Lots: There shall be 67 single family residential lots.

<u>Subdivision Approval:</u> The subdivision review process as outlined in the Fairhope Subdivision Regulations shall be required.

<u>Use:</u> The use of Unit 3 shall be restricted to the R-3 requirements in the Fairhope Zoning Ordinance.

Dimension Standards:

Setbacks: Front - 20', Rear - 35', Side - 7.5', and Street Side - 20'.

Lot Width: The minimum lot width shall be 55'.

Lot Area: The minimum lot area shall be 6,000 square foot.

Building Height: The maximum building height shall not exceed 30'.

Ordinance No. 1664 Page -3-

> Lot Coverage: The maximum total lot coverage by principle structure shall not exceed 45%.

Drainage and Detention: Drainage and detention shall meet the Storm water Standards requirements in the Fairhope Subdivision Regulations.

Common detention shall be provided in the Common Area of Unit 3 for all lots in Unit 3.

Landscape Buffer: A 10' wide landscape buffer shall be required along the full width of the western boundary of Unit 3 as required by the Fairhope Tree/Landscape Ordinance.

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

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

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

ADOPTED THIS 25TH DAY OF NOVEMBER, 2019

Karin Wilson, Mayor

ATTEST:

Jisa A Hanks, MMC

City Clerk



Agenda Action Form

File #: 20-0865, Version: 1

Item #: BA2

Meeting Type:BCC Regular MeetingMeeting Date:3/3/2020Item Status:NewFrom:Wayne Dyess, County AdministratorSubmitted by:Barbara Pate, Commission Executive Assistant

ITEM TITLE

County Take Home Vehicle List - March 2020

STAFF RECOMMENDATION

Approve the attached "County Take Home Vehicle List - March 2020" of the county employees and officers who drive County vehicles home as identified in the report.

The total number of Baldwin County Commission departmental staff driving public taxpayer owned County vehicles is 170.

BACKGROUND INFORMATION

Previous Commission action/date: January 21, 2020 - Last Baldwin County Commission Action to approve Take Home Vehicle List.

Background:

Staff has received a request from Terri Graham, Development & Environmental Director, to add a Solid Waste employee to the Take Home Vehicle List. By approving the revised list, staff will be able to provide to the Clerk Treasurer, an accurate list of employees for tax purposes.

Baldwin County Commission Policy #2.9, provides that in December of each year, the County Administrator shall present a current list of employees who drive County owned vehicles assigned to the Baldwin County Commission. The County Administrator has collected data on all vehicles assigned to Department Directors, Elected Officials and Staff. These vehicles are further defined by the number of vehicles driven home (and by whom) in order for the Baldwin County Commission to review and approve.

FINANCIAL IMPACT

Total cost of recommendation: N/A

File #: 20-0865, Version: 1

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? $\ensuremath{\mathsf{N/A}}$

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: Barbara Pate, Commission Executive Assistant - Email approved list to Cian Harrison, Clerk Treasurer, cc: Administration Staff.

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

Additional instructions/notes: N/A

County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
Building Maintenance			
2018 Ford F-150	Junius Long	5	Must respond to after hours call-outs.
Animal Shelter			
2019 Ford F-250	Dixie Donald	90	On Call Animal Control Officer
2019 Ford F-250	Sarah Jaresh	80	On Call Animal Control Officer
2019 Ford F-250	Gina Jones	70	On Call Animal Control Officer
EMA			
2015 Chevrolet Tahoe	Zachary Hood	30	Allows a more timely response to schedule events during and after regular business hours, as well as traveling to any location in the County during an emergency.
2011 Ford F-250	Jessie Peacock	30	Allows a more timely response to schedule events during and after regular business hours, as well as traveling to any location in the County during an emergency.
2015 Chevrolet Tahoe	Scott Wallace	50	Allows a more timely response to schedule events during and after regular business hours, as well as traveling to any location in the County during an emergency.
Highway			
2018 Ford F150 Crew Cab 4x4	Johnny Jackson	24	Direct from home allows a more timely response to afterhours call out in a reliable, available County vehicle that can transverse rough terrain as is often necessary, and that has appropriate items needed- subject to call out for a variety of matters, such as employee accident, the weather affecting a road/bridge etcCounty vehicle has County Highway Department radio for sometimes critically important communication. Also used for after hour weekend appointments.
2016 Ford F-150 4x4	Frank Lundy	54	Same as Above
2015 Ford F-150 4x4	Joey Nunnally	20	Same as Above
2018 Ford F150 Crew Cab 4x4	Mike Sharp	50	Same as Above

County Commission

-	ler Mitchell	38 26	Same as Above Same as Above Same as Above
Parks 2019 Ford F-150 Crew Cab 4x4 Ma	adison Steele	68	Direct from home allows a more timely response to afterhours call out in a reliable, available County vehicle that can transverse rough terrain as is often
			necessary, and that has appropriate items needed- subject to call out for a variety of matters, such as employee accident, the weather affecting a road/bridge etc.
Building Department			
2019 Ford F-150, Supercab Edd	die Harper	40	Building Official is on call 24/7 for emergency purposes. We are required to approve entry into any structures that may be damaged due to storms, fires and accidents at all hours. The Building official also attends after hours meetings with various organizations in all areas of the County, i.e. (Home Builders and Realtor associations). Duties also include being available at 3 offices located in Foley, Fairhope and Bay Minette. Building Official will also serve as back up inspector for all 3 offices as needed.

Solid Waste

County Commission

Vehicle Description 2016 Ford F-250	Employee JT Qualls	Round Trip (Estimated) 45	Reason for Need to Drive Vehicle Home A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Qualls is a first responder for Magnolia Landfill emergencies and security issues. He is also responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.
2008 Ford F-150	David Deyton	25	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Deyton is a Landfill Supervisor for Magnolia Landfill emergencies and security issues. He is also responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.
2017 Chevy Silverado	Sherman Boutwell	82	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly.

possible to get to any maintenance emergency quickly Mr. Boutwell is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.

County Commission

Vehicle Description 2018 Chevy Silverado	Employee Charlie Stanford	Round Trip (Estimated) 10	Reason for Need to Drive Vehicle Home A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to any maintenance emergency quickly. Mr. Stanford is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.
2017 Chevy Silverado	Randall Aaron	25	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to any maintenance emergency quickly. Mr. Aaron is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.
2018 Chevy Silverado	Ed Fox	26	Mr. Fox is the Development & Environmental Assistant Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.
2016 Chevy Tahoe	Terri Graham	5	Ms. Graham is the Development & Environmental Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.
Other Elected Officials			
Department: County Commissioners	# of Vehicles Driven Home: 2	Vehicle Description: 2015 Ford F-150 4X4 2019 Ford Explorer	Employee: Commissioner Charles Gruber Commissioner Billie Jo Underwood
Coroner	1	2015 Ford F-150 4X4	Coroner Brian Pierce

County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
Probate Court	2	2012 Chevy Impala 2012 Chevy Tahoe	Judge Harry D'Olive Dean Mott Chief Clerk
Sheriff	146	See below	
Sheriff			
	130 Sworn Officers 10 Support Personnel 6 Admin Personnel		

Complete Total Number of Vehicles Driven Home: 170



Agenda Action Form

File #: 20-0825, Version: 1

Item #: BA3

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Wayne Dyess, County Administrator Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Resolution #2020-066 and Project Agreement for Flight Works Alabama

STAFF RECOMMENDATION

Pursuant to the authority provided by Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, take the following actions:

1) Adopt Resolution #2020-066 of the Baldwin County Commission, which authorizes the granting of funds to a firm, corporation, or other business entity, for the purpose of promoting the economic and industrial development of Baldwin County and provides determinations by said county governing body that the individual action, as above referenced, which involves an expenditure (grant) of public things of value to a firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of Baldwin County will serve a valid and sufficient public purpose, notwithstanding any respective incidental benefit accruing to any private entity; and

2) Authorize the execution and delivery of a Project Agreement by and among Baldwin County, Alabama, a political subdivision of the State of Alabama; Airbus Americas, Inc., a Delaware corporation; and Alabama Aviation Education Center, Inc., a nonprofit corporation organized under the laws of the State of Alabama, for the "Flight Works Alabama" Project, and related career training and workforce development efforts in the County which will educate multiple generations of students through hands-on, aviation-themed experiences, activities, and educational programs and to encourage students to pursue a career in the aerospace industry.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

Staff recommendation #2 has been revised since the February 26, 2020, BCC Work Session at the request of Britton Bonner, Adams & Reese, LLP, to include additional language.

FINANCIAL IMPACT

Total cost of recommendation: \$2,500,000.00

The County shall make available \$2,500,000.00 and make annual payments in five (5) equal installments of \$500,000.00), as follows:

1) The County shall pay the first installment payment to Flight Works Alabama within thirty (30) days of the execution of this Agreement; and

2) Each subsequent installment payment shall be made by the County to Airbus on or before October 31st of each subsequent year until all installments have been paid in full. Said funds shall be used in support of the development of one or more of the Projects. Airbus, at its discretion, may direct that a subsequent installment payment be paid to a designated third party for the benefit of the development of the Projects.

Budget line item(s) to be used: 51990.5290

If this is not a budgeted expenditure, does the recommendation create a need for funding? Yes - will require a mid-year budget adjustment

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? Yes, review and approval is required by Britton Bonner, Adams & Reese, LLP (representing the County related to economic development matters).

Reviewed/approved by: Britton Bonner 02/21/2020 akg

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Advertising completed by BCEDA and Adams & Reese, LLP. The ad ran on Friday, February 21, 2020.

The ad and proof of publication will be attached to the Resolution as an exhibit as soon as received.

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: Three (3) original executed agreements will be provide to Administration by Britton Bonner and/or Lee Lawson to be executed by Chairman on March 3rd.

Note - Complete document contains:

Resolution #2020-066 Exhibit A - Fully Executed Agreement Exhibit B - Amendment 750/772 Notice (incl. proof of advertisement)

Keep one original for County contract files. Mail other original fully executed agreements to AAI and Flight Works Alabama, with cc: to everyone else listed below:

J. Bradford Hicks, Esq. Stone Crosby, P.C. 8820 Highway 90 Daphne, Alabama 36526 jbh@sgclaw.com

Lee Lawson Baldwin County Economic Development Alliance 22251 Palmer Street Robertsdale, Alabama 36567 Ilawson@baldwineda.com

C. Britton Bonner, Esq. Adams and Reese, LLP 11 N. Water Street, Suite 23200 Mobile, Alabama 36602

AAI: Airbus Americas, Inc. (original) Wasser Terrace, Suite 9100 Herndon, Virginia 20171 Attention: General Counsel

Warren C. Matthews Burr & Forman LLP RSA Dexter Building 445 Dexter Avenue, Suite 2040 Montgomery, Alabama 36104

Flight Works Alabama: Alabama Aviation Education Center, Inc. (original)

File #: 20-0825, Version: 1

2000 Aerospace Drive Mobile, Alabama 36605

Cc:

Cian Harrison Wayne Dyess Ron Cink Christie Davis Sherry-Lea Bloodworth Botop

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

Additional instructions/notes: N/A

RESOLUTION #2020-066 OF THE BALDWIN COUNTY COMMISSION

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PURSUANT TO AMENDMENT NO. 750 AND/OR AMENDMENT NO. 772 TO THE <u>CONSTITUTION OF ALABAMA 1901</u>, AND RELATED TO THE PROMOTION OF LOCAL ECONOMIC AND INDUSTRIAL DEVELOPMENT, PROVIDING FOR DETERMINATIONS BY THE BALDWIN COUNTY COMMISSION THAT A GRANT OF FUNDS AND THINGS OF VALUE WILL SERVE VALID AND SUFFICIENT PUBLIC PURPOSES.

WHEREAS, Amendment No. 750 and/or Amendment No. 772 to the <u>Constitution of Alabama</u> <u>1901</u> authorizes, among other things enumerated within said Amendment and for the promotion of local economic and industrial development, the Baldwin County Commission to lend its credit or grant public funds and things of value in aid of or to any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of Baldwin County; and

WHEREAS, further, Amendment No. 750 and/or Amendment No. 772 to the <u>Constitution of</u> <u>Alabama 1901</u> provides that the authority provided by said Amendment be exercised only after the following has been accomplished:

- [1] The action proposed to be taken by the Baldwin County Commission is at a public meeting of the governing body of Baldwin County by resolution containing a determination by the Baldwin County Commission that the expenditure of public funds or granting of things of value for such purpose will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and
- [2] At least seven days prior to the public meeting, a notice is published in the newspaper having the largest circulation in the county describing in reasonable detail: [i] the action proposed to be taken, [ii] a description of the public benefits sought to be achieved by such action and [iii] identifying each individual, firm, corporation, or other business entity to whom or for whose benefit Baldwin County proposes to lend its credit or grant public funds or thing of value; and

WHEREAS, at this time, the Baldwin County Commission has proposed the grant of funds to a firm, corporation, or other business entity, for the purpose of promoting the economic and industrial development of Baldwin County.

NOW, THEREFORE, BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that pursuant to the authority provided by Amendment No. 750 and/or Amendment No. 772 to the <u>Constitution of Alabama 1901</u>, the Baldwin County Commission, by this instrument, a resolution of the Baldwin County Commission, authorizes the granting of funds to a firm, corporation, or other business entity, for the purpose of promoting the economic and industrial development of Baldwin County, as listed below:

[1] By the execution and delivery by the County of a Project Agreement (the "Project Agreement") to be entered by and among the County, Airbus Americas, Inc. ("AAI"), and

Alabama Aviation Education Center, Inc. ("Flight Works Alabama"), which Agreement is attached hereto as *Exhibit A*, made a part hereof, and incorporated herein by reference.

FURTHER, BE IT RESOLVED, that, respecting Amendment No. 750 and/or Amendment No. 772 to the <u>Constitution of Alabama 1901</u>, the Baldwin County Commission, by this instrument, a resolution of the Baldwin County Commission, as adopted during the March 3, 2020, public meeting of the Baldwin County Commission provides determinations by said county governing body that the individual action, as above referenced, which involves an expenditure (grant) of public things of value to a firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of Baldwin County will serve a valid and sufficient public purpose, notwithstanding any respective incidental benefit accruing to any private entity, said respective determinations as follows:

[1] As above recited, the grant of funds shall serve a valid and sufficient public purpose for AAI and Flight Works Alabama to, among other things enumerated in the Project Agreement, incur expenditures in connection with the purpose and mission of Flight Works Alabama and to support the development of the Projects, as defined in the Project Agreement.

FURTHER, BE IT RESOLVED, that, respecting Amendment No. 750 and/or Amendment No. 772 to the <u>Constitution of Alabama 1901</u>, the Baldwin County Commission, at least seven days prior to the March 3, 2020, public meeting of the Baldwin County Commission, provided notice, on Friday, February 21, 2020, as published in the newspapers having the largest circulation in Baldwin County, Alabama (Gulf Coast Newspapers), which described in reasonable detail: [i] the action(s) proposed to be taken as identified by this instrument, [ii] respective description(s) of the public benefits sought to be achieved by such respective action(s) identified by this instrument and [iii] identified each individual, firm, corporation, or other business entity to whom or for whose benefit Baldwin County proposes to lend its credit or grant public funds or thing of value as identified by this instrument, a copy of said notice attached to this instrument as <u>Exhibit B</u>.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 3rd day of March, 2020.

Commissioner Billie Jo Underwood, Chairman Baldwin County Commission

ATTEST:

Wayne A. Dyess County Administrator

EXHIBIT A

TO RESOLUTION NO. 2020-066 OF THE BALDWIN COUNTY COMMISSION

Copy of Project Agreement

EXHIBIT B

TO RESOLUTION NO. 2020-066 OF THE BALDWIN COUNTY COMMISSION

Copy of Notice Published on February 21, 2020

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (this "Agreement") is made and entered into as of _______, 2020 (the "Effective Date") by and among BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), AIRBUS AMERICAS, INC., a Delaware corporation ("AAI"), and ALABAMA AVIATION EDUCATION CENTER, INC., a nonprofit corporation organized under the laws of the State of Alabama ("Flight Works Alabama"). The County, AAI, and Flight Works Alabama are each a "Party" to this Agreement and are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Airbus U.S. A220, Inc. ("USA220") has entered into a business relationship to develop and operate a new final assembly line facility for the assembly and manufacture of A220 aircraft at the Brookley Aeroplex in neighboring Mobile County, Alabama (the "A220 Project"); and

WHEREAS, the A220 Project will require a total capital investment of approximately \$210,000,000 in capital improvements and approximately \$54,000,000 in additional jigs, tools, and leased equipment; and

WHEREAS, approximately 432 employees will be hired for the A220 Project, with an annual payroll of approximately \$24,000,000, plus approximately 155 additional integral service provider jobs will be required on site; and

WHEREAS, the County has determined that the capital expenditures and increased jobs associated with the A220 Project will result in economic growth, increased tax revenues, and other benefits to be received by the County and its citizens, including the creation of an estimated 469 indirect jobs in the region and over \$23,000,000 in additional annual payroll in the region. Over the next 10 years, the County anticipates that the A220 Project will produce approximately \$615,000,000 in new direct and indirect payroll to the region, bring approximately 247 new residents to Baldwin County, and result in over \$4,100,000 in direct revenue to the Baldwin County Commission and Baldwin County Public Schools; and

WHEREAS, Airbus and USA220 will develop and operate shared facilities to support the A220 Project and existing Airbus activities at the Brookley Aeroplex (the "Shared Assets Project"). The Shared Assets Project will require a total of approximately \$130,000,000 in capital improvements and approximately \$5,500,000 in additional jigs, tools, and leased equipment.

WHEREAS, Airbus will develop and operate a new support hangar as Airbus expands production at the Brookley Aeroplex to seven (7) planes per month (the "Expansion Project"). The Expansion Project will require a total capital investment of approximately \$27,000,000 in capital improvements and additional capital investment in jigs, tools, and leased equipment. The Expansion Project represents approximately 104 new jobs.

WHEREAS, the A220 Project, the Shared Assets Project and the Expansion Project are collectively referred to herein as the "Projects."

WHEREAS, Airbus, the State of Alabama, and other regional stakeholders have agreed to provide funding to Flight Works Alabama for the design, construction, and equipping of a facility to be located at the Brookley Aeroplex (the "Education Center"). Flight Works Alabama will celebrate the past, present, and future of aviation and innovation in the coastal Alabama area and the U.S. and feature an exhibition area, classroom, workshop/laboratory space, programs and traveling exhibitions, and other educational amenities; and

WHEREAS, the mission of Flight Works Alabama is to educate multiple generations of students through hands-on, aviation-themed experiences, activities, and educational programs and to encourage students to pursue a career in the aerospace industry; and

WHEREAS, the County has determined that the operation of Flight Works Alabama will serve a public purpose that benefits the County by encouraging students in the County to learn more about STEM subjects and the aerospace sector and by educating teachers, students, parents, and others about the opportunities that exist in the aerospace and aviation industry; and

WHEREAS, as part of its charitable and educational mission, Flight Works Alabama will undertake the "FlightPath9" student training program whereby students will participate in an aviation training and industry certification program for a total of 200 hours of instruction, and upon the completion of FlightPath9, a student will be prepared to enter into Airbus's Fast Track job training program; and

WHEREAS, Airbus, by and through Flight Works Alabama and FlightPath9, intends to provide workforce development support and other services described in this Agreement to the County and its citizens; and

WHEREAS, Flight Works Alabama will invite students and teachers from Baldwin County schools to participate in educational and professional development activities at the Education Center and make applications for FlightPath9 available to every 11th grade student in Baldwin County; and

WHEREAS, Airbus and Flight Works Alabama also intend to provide certain assistance and support to the Baldwin County Board of Education related to the aviation components of a new technical high school; and

WHEREAS, in consideration of the economic impact, increased tax revenues, workforce development support, education system development and training, and other benefits to be received by the County and its citizens, the County has committed to making available certain incentives in the manner and amounts described herein, subject to existing law as presently interpreted and construed.

NOW, THEREFORE, upon and in consideration of the respective promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

Capitalized terms utilized herein shall have the meaning ascribed thereto in this Agreement, unless the meanings of such terms have been otherwise specified in a different context.

1. <u>Scope of Agreement</u>. This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments and representations set out in the Recitals, as well as all exhibits, attachments or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. <u>Airbus's Commitments, Representations, and Warranties</u>. In consideration of the County providing the incentives described herein, Airbus makes the following commitments to the County:

a) Airbus, and the affiliated entity parties hereto, are in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement including any applicable employment and immigration laws.

b) By signing this Agreement, Airbus and its affiliates affirm, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State. Furthermore, if Airbus is found to be in violation of this provision, Airbus shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

c) Airbus shall satisfy in all material respects its obligations under other agreements with local governments or private economic development organizations, if any, which relate to the Projects.

d) Airbus is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

e) Airbus has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of Airbus's board of directors, officers, managers, trustees or any other persons is required under either Airbus's organizational and/or governing documents or otherwise is required by law and (ii) that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for Airbus to enter into this Agreement and make the commitments contained in this Agreement, such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the County, reasonable documentation of the foregoing authority and action shall be provided by Airbus. Airbus's legal counsel, upon reasonable request by the County, shall furnish to the County an opinion of counsel or other form of documentation reasonably satisfactory as to the matters set forth in Section 2(a) and Section 2(d). Further, upon reasonable request of the County, Airbus's accountants and other representatives shall furnish to the County other forms of documentation reasonably satisfactory as to the matters described herein. f) Airbus, in partnership with Flight Works Alabama, agrees to provide the workforce development support and other services described herein.

g) Airbus agrees that upon violation by Flight Works Alabama of any of the covenants and agreements herein contained, on account of any act or omission or commission of Flight Works Alabama, the County may, at its option, terminate and cancel this Agreement as set forth herein.

h) Airbus shall release, save, hold harmless, and indemnify the County, its elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all third party claims arising from the performance of any obligation herein, or arising from or in connection with any activity of Airbus or any of its agents, contractors, or employees in connection with the Projects, and from and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and Airbus, upon notice from the County, shall defend the same at Airbus's expense by counsel reasonably satisfactory to the County as the case may be. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied in connection with the improvements of the Projects. The foregoing indemnity obligation or earlier termination of this Agreement.

3. <u>Flight Works Alabama's Commitments, Representations, and Warranties</u>. In consideration of the County providing the incentives described herein, Flight Works Alabama makes the following commitments to the County:

a) Flight Works Alabama acknowledges that the incentives provided to Flight Works Alabama by the County pursuant to this Agreement will further the purpose and mission of Flight Works Alabama.

b) Flight Works Alabama has made available adequate funding to complete the development and construction of the Education Center and fund the operations of the same.

c) Flight Works Alabama is nonprofit corporation tax-exempt under §501(c)(3) of the Internal Revenue code and is in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement including any applicable employment and immigration laws.

d) By signing this Agreement, Flight Works Alabama affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State. Furthermore, if Flight Works Alabama is found to be in violation of this provision, Flight Works Alabama shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

e) Flight Works Alabama shall satisfy in all material respects its obligations under other agreements with local governments or private economic development organizations, if any, which relate to the Education Center.

f) Flight Works Alabama is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

g) Flight Works Alabama has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of Flight Works Alabama's board of directors, officers, managers, trustees or any other persons is required under either Flight Works Alabama's organizational and/or governing documents or otherwise is required by law and (ii) that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for Flight Works Alabama to enter into this Agreement and make the commitments contained in this Agreement, such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the County, reasonable documentation of the foregoing authority and action shall be provided by Flight Works Alabama. Flight Works Alabama's legal counsel, upon reasonable request by the County, shall furnish to the County an opinion of counsel or other form of documentation reasonably satisfactory as to the matters set forth in Section 3(c) and Section 3(f).

h) Flight Works Alabama agrees to continue its operations in coastal Alabama and to continue its efforts to expand and enhance those operations in the Mobile Bay area during the term of this Agreement to encourage and facilitate County students to enter the aerospace and aviation industry.

i) Flight Works Alabama hereby commits to make the "Educational Opportunities" set forth on <u>Exhibit A</u> available to the County and its residents. The Parties may modify and update <u>Exhibit A</u> to include additional Educational Opportunities.

j) Flight Works Alabama, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the County but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the County may from time to time request, to indicate that it is an independent contractor. County does not and will not assume any responsibility for the means by which or manner in which services by Flight Works Alabama, provided for herein, are performed, but on the contrary, Flight Works Alabama shall be wholly responsible therefor.

k) Flight Works Alabama acknowledges that its identity and peculiar capacity to provide the services and fulfill its obligations described hereinabove constitute a material consideration for the County's having entered into this Agreement. Therefore, Flight Works Alabama shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the County, which such consent shall be granted or denied solely at the County's discretion.

l) Flight Works Alabama agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Flight Works Alabama, the County may, at its option, terminate and cancel this Agreement as set forth herein.

m) Flight Works Alabama agrees to indemnify and hold the County, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims

for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Flight Works Alabama, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the County is alleged to be liable. In the event that the County, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Flight Works Alabama hereby agrees to pay all of the County's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Flight Works Alabama or the County, and these defenses and matters may be raised in the County's behalf in any action or proceeding arising from this Agreement.

4. <u>Commitments of the County</u>. In consideration of the educational and workforce development support to be provided by Airbus and Flight Works Alabama, the undertaking of the Projects and the economic benefits to the County and local community to be realized from the Projects, the County shall make available Two Million, Five Hundred Thousand and No/100 Dollars (\$2,500,000). The County shall make annual payments in five (5) equal installments of Five Hundred Thousand and No/100 Dollars (\$500,000), as follows:

a) The County shall pay the first installment payment to Flight Works Alabama within thirty (30) days of the execution of this Agreement.

b) Each subsequent installment payment shall be made by the County to Airbus on or before October 31st of each subsequent year until all installments have been paid in full. Said funds shall be used in support of the development of one or more of the Projects. Airbus, at its discretion, may direct that a subsequent installment payment be paid to a designated third party for the benefit of the development of the Projects.

5. <u>Grounds for Termination of the Obligations of the County</u>. The payment obligations of the County hereunder may be terminated by the County by providing written notice to Airbus and Flight Works Alabama upon the occurrence of any of the following events:

c) Failure of Airbus to perform any of its obligations hereunder. After any such failure, the County shall provide thirty (30) days written notice to Airbus and Flight Works Alabama and provide Airbus with an opportunity to cure before declaring a default.

d) Failure of Flight Works Alabama to perform any of its obligations hereunder. After any such failure, the County shall provide thirty (30) days written notice to Airbus and Flight Works Alabama and provide Flight Works Alabama with an opportunity to cure before declaring a default.

6. <u>Notice</u>. All notices required by this Agreement or necessary to the furtherance of its purposes shall be sent through the United States Postal Service as registered first class mail, postage prepaid, or by a nationally recognized overnight courier for delivery on the following business day, with a written acknowledgement of receipt available, or by telecopy (with such telecopy to be confirmed promptly in writing sent by mail or overnight courier as aforesaid), as follows:

The County:	Baldwin County Commission Attn: Wayne A. Dyess County Administrator 312 Courthouse Square Suite 12 Bay Minette, AL 36507
With copies to:	J. Bradford Hicks, Esq. Stone Crosby, P.C. 8820 Highway 90 Daphne, AL 36526 jbh@sgclaw.com
	and
	Lee Lawson Baldwin County Economic Development Alliance 22251 Palmer Street Robertsdale, Alabama 36567 llawson@baldwineda.com
	and
	C. Britton Bonner, Esq. Adams and Reese, LLP 11 N. Water Street, Suite 23200 Mobile, Alabama 36602
AAI:	Airbus Americas, Inc. Wasser Terrace, Suite 9100 Herndon, Virginia 20171 Attention: General Counsel
<u>With a copy to</u> :	Warren C. Matthews Burr & Forman LLP RSA Dexter Building 445 Dexter Avenue, Suite 2040 Montgomery, Alabama 36104
Flight Works Alabama:	Alabama Aviation Education Center, Inc. 2000 Aerospace Drive Mobile, Alabama 36605

7. <u>Costs and Expenses</u>. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys or approvals for this Agreement or otherwise.

8. <u>Assignment</u>. This Agreement is not assignable outside of a corporate merger or otherwise by operation of law.

9. <u>Further Assurances</u>. The County agrees to do all things and take all actions permitted by law required by this Agreement. Airbus and Flight Works Alabama agree to do all things and take all actions permitted by law required by this Agreement.

10. <u>Section Titles and Headings</u>. The section titles and headings of this Agreement are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

11. <u>Survival of Representations and Warranties</u>. The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

12. <u>Waivers</u>. Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

13. <u>Entire Agreement; Amendment</u>. This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by duly authorized representatives of each of the Parties.

14. <u>Binding Effect: Change in Law</u>. This Agreement and all terms, provisions and obligations of Airbus and Flight Works Alabama herein are binding upon and shall inure to the benefit of them and their permitted successors and assigns. This Agreement and all terms, provisions and obligations of the County herein are binding upon and shall to the extent provided by the terms of this Agreement inure to the benefit of the County, as the case may be, and all other agencies, departments, divisions, governmental entities, public corporations and other entities acting on behalf of the County. In the event of a change in law after the Effective Date, the result of which would be to lessen or remove from the Projects the economic benefit of any incentives provided hereunder, the County shall enter into good faith discussions for the purpose of seeking a mutually acceptable way, to the extent permitted by law, to provide Airbus either with an exemption from the law as so changed or another incentive having equivalent economic effect to the benefit so lessened or removed.

[Execution Begins on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) indicated below.

BALDWIN COUNTY, ALABAMA

By_____ Its Chairman

DATE: _____

ATTEST:

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By_____ Its County Administrator

[Signature Page for Airbus on the Following Page.]

AIRBUS AMERICAS, INC.

Name: DARYL JOHN TAYLOR

Its: VICE president & General Manager MOBILESITE

STATE OF ALABAMA) COUNTY OF Model)

Given under my hand this the	18th day of February, 2020.
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(SEAL)	typette duini
	Notary Public
	State of Alabama At-Large
Manufacture and a second second	My Commission Expires: 10 30 2022
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[Signature Page for Flight Works Alabama on the Following Page.]

ALABAMA AVIATION EDUCATION CENTER, INC. a nonprofit corporation By <u>Multiplicate</u> Name: Michelle Hurdle

Its:

STATE OF ALABAMA) COUNTY OF Mode)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Michelle Hurdle, whose name as President of ALABAMA AVIATION EDUCATION CENTER, INC. is signed to the foregoing

Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the	18th day of February, 2020.
Station Station	
(SEAL)	Typalte churic
	Notary Public
	State of Alabama At-Large
Westerner MIChing	My Commission Expires: 10 30 2022
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EXHIBIT A

EDUCATIONAL OPPORTUNITIES

Flight Works Alabama shall provide the following Educational Opportunities to Baldwin County and its residents, as follows:

- Invite fifty (50) 10th grade STEM students from each high school in Baldwin County (public, private, and home school) to participate in a full day of learning experience applying curriculum with hands-on, real world application, including a tour of the Discovery Space and Airbus Final Assembly Line.
- Invite each high school in Baldwin County (public, private, and home school) to send a team of five (5) students and one (1) teacher to an orientation to receive their manufacturing project/challenge, and each spring, schools will be invited to return on *Baldwin County Day* to showcase their research and solutions to the public.
- Make applications for FlightPath9 available to all 11th grade students in Baldwin County.
- Invite up to fifty (50) STEM middle and high school teachers from Baldwin County to participate in two (2) professional development days, including one (1) all-inclusive day on-site at the Education Center to include lunch, tour, exhibits, classroom activities, and teacher resources, and one (1) day of web-based learning available to an unlimited number of teachers to participate in an online professional development day encouraging the learning experience to continue throughout the year.
- Provide insight and guidance through its educational consultants and staff to assist in the design, construction, and equipping of the new technical school in Baldwin County as it relates to aviation.
- Work with representatives of the Baldwin County technical high school to identify other aviation companies, vendors, and suppliers who may be able to assist in the design, construction, and equipping of the high school, including but not limited to Airbus staff (Management, HR, and Operations) who can provide insight regarding day-to-day activities and tasks.
- Coordinate with Airbus and its different divisions to provide guidance or contact as needed for the Baldwin County technical high school.

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A DIVISION OF OPC NEWS, LLC PO BOX 1677 • SUMTER, SC 29150

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

02/21/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

M. Perry, Legal Ad Representative

Amber Kimbler, Notary Public Baldwin County, Alabama My commission expires April 10, 2022



AMBER KIMBLER My Commission Expires April 10, 2022

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Sworn and subscribed to on 02/21/2020.

ADAMS & REESE- LEGAL ACCOUNT

Acct#: 999380

Ad#: 309250

PM: Baldwin County Commission

Amount of Ad: \$398.10

Legal File# PM: Baldwin Cou

FOLEY 251,943,2151 The Courier – The Islander The Onlooker The Baldwin Times

> LEGAL NOTICE OF PUBLIC MEETING OF THE BALDWIN COUNTY COMMISSION **Regarding Economic Development Action Under** Alabama Constitutional Amendment No. 772 and/or Alabama **Constitutional Amendment** No. 750 for AIRBUS AMERICAS, INC., AIRBUS U.S. A220, INC., and ALABAMA AVIATION EDUCATION CENTER, INC.

Notice is hereby given that the County Commission (the " County Commission") of Baldwin County, Alabama (the " County") wil meet in public session at 8:30 a.m. on Tuesday, March 3, 2020, in the County Commission Chambers of the Baldwin County Administration Building for the purpose of consideration of the transaction of any business that may properly come before the County Commission; such business to include, but not be limited to, the authorization by the County Commission pursuant to Amendment No. 772 and/or Amendment No. 750 of the Constitution of Alabama of 1901, as amended, of a resolution (the "Resolution") authorizing the execution and delivery of a Project Agreement by the County (the "Project Agreement") to be entered by the County, Airbus Americas, Inc. ("AAI"), and Alabama Aviation Education Center, Inc. ("Flight Works Alabama") The Project Agreement will be executed and delivered by Airbus and Flight Works Alabama to the County. U.S. Airbus A220, Inc.

("USA220") Project (the "A220 Project").

USA220 is a private corporation that will develop and operate a new final assembly line facility for the assembly and manufactnre of A220 aircraft at the Brookley Aeroplex in neighboring Mobile County, Alabama. The A220 Project will require a total capital investment of ap-proximately \$210,000,000 in capital improvements and approximately \$54,000,000 in additional jigs, tools, and leased equipment. Approximately 432 employees will be hired for the A220 Project, with an annual payroll of approximately \$24,000,000, plus approximately 155 additional integral service provider jobs will be required on site. The County has determined that the capital expenditures and increased jobs associated with the A220 Project will result in economic growth, increased tax revenues, and other benefits to be received by the County and its citizens, including the creation of an estimated 469 indirect jobs in

LEGAL REP -251-345-6805

the region and over \$23,000,000 in additional annual payroll in the region. Over the next 10 years, the County anticipates that the A220 Project will produce approximately \$615,000,000 in new direct and indirect payroll to the region, bring approximately 247 new residents to Baldwin County, and result in over \$4,100,000 in direct revenue to the Baldwin County Commission and Baldwin County Public Schools.

Shared Assets Project (the "Shared Assets Project"). Airbus and USA220 will develop and operate shared facilities to support the A220 Project and existing Airbus activities at the Brookley Aeroplex. The Shared Assets Project will require a total of approximately \$130,000,000 in capital improvements and approximately \$5,500,000 in additional jigs, tools, and leased

equipment.

Rate 7. Expansion Project (the "Expansion Project").

Airbus will develop and operate a new support hangar as Airbus expands production at the Brookley Aeroplex to seven (7) planes per month. The Expansion Project will require a total capital investment of approxi-mately \$27,000,000 in capital improvements and additional capital investment in jigs, tools, and leased equipment. The Expansion Project represents approximately 104 new jobs. The A220 Project, Shared Assets Project, and Expansion Project are collectively referred to herein as the "Projects."

Flight Works Alabama Airbus, the State of Alabama, and other regional stakeholders have agreed to provide funding to Flight Works Alabama for the design, construction, and equip-ping of a facility to be located at the Brookley Aeroplex (the Education Center"). Flig Flight Works Alabama will celebrate the past, present, and future of aviation and innovation in the coastal Alabama area and the U.S. and feature an exhibition area, classroom, workshop/laboratory space, programs and traveling exhibitions, and other educational amenities. The mission of Flight Works Alabama is to educate multiple generations of students through hands-on, aviation-themed experiences, ac-tivities, and educational programs and to encourage students to pursue a career in the aerospace industry. The County has determined that the operation of Flight Works Alabama

Cont to Back

will serve a public purpose that benefits the County by encouraging students in the County to' learn more about STEM subjects and the aerospace sector and by educating teachers, students, parents, and others about the opportunities that exist in the aerospace and aviation industry. As part of its charitable and educational mission, Flight Works Alabama will undertake the "FlightPath9" student training program whereby students will participate in an aviation training and industry certification program for a total of 200 hours of instruction, and upon the completion of FlightPath9, a student will be prepared to enter into Airbus's Fast Track job training program. Airbus, by and through Flight Works Ala-bama and FlightPath9, intends to training program. provide workforce development support and other services described in this Agreement to the County and its citizens. Flight Works Alabama will invite students and teachers from Baldwin County schools to participate in educational and professional development activities at the Education Center and make applications for FlightPath9 available to every 11th grade student in Baldwin County. Airbus and Flight Works Alabama also intend to provide certain assistance and support to the Baldwin County Board of Education related to the aviation components of a new technical high school.

Pursuant to Amendment No. 772 and/or No. 750 of the Constitution of Alabama of 1901, as amended, and the Project Agreement, for the purpose of the economic development of the County, and in consideration of the economic impact, increased tax revenues, workforce development support, education system development and training, and other benefits to be received by the County and its citizens, the County will make available certain incentives in the manner and amounts described in the Project Agreement, subject to existing law as presently interpreted and construed.

As described in the Project Agreement, the County will expend up to \$2,500,000 for expenditures to be incurred in connection with the purpose and mission of Flight Works Alabama and to support the development of the Projects (the " Incentive").

The Project Agreement will be issued and delivered by the County pursuant to Amendment No. 772 and/or No. 750 to the Constitution of Alabama of 1901, as amended. The amounts payable by the County under the Project Agreement are payable from all general revenues of the County lawfully available for such purpose. The Project Agreement will be effective on the date of full execution and delivery of the Project Agree. The County seeks to achieve,

by undertaking its obligations pursuant to the Project Agreement, to promote the local economic and commercial development of the County; to increase employment in the County; to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the County; to increase the tax and revenue base of the County and property values of the County; to enhance educational and workforce development in the County; and to promote the convenience, order, prosperity and welfare of its citizens. The economic impact, increased tax revenues, workforce develop-ment support, education system development and training, and other benefits will directly benefit the County and serve a valid and sufficient public purpose.

The County Commission expects to determine at its public meeting that the grant of funds and things of value in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to the Projects and Flight Works Alabama or any other private entity or entities.

All interested persons may examine and review the Project Agreement and all relevant documents pursuant to which the Incentive is to be issued, and make copies thereof at personal expense, at the offices of the County Administrator of the County in the County Administration Building, Bay Minette, Alabama, during normal business hours, before and after the meeting of the County Commission referenced herein.

Further information concerning the information in this Notice may be obtained from the County Administrator of the County at the offices thereof in the County Administration Building during normal business hours. February 21, 2020



Agenda Action Form

File #: 20-0856, Version: 1

Item #: BA4

Meeting Type: BCC Regular Meeting
Meeting Date: 3/3/2020
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Anu Gary, Administrative Services Manager; Jeannie M. Peerson, Commission
Executive Assistant, Foley Commission Office

ITEM TITLE

Resolution #2020-067 - Space Allocation in County Facilities - Baldwin County Foley Satellite Courthouse

STAFF RECOMMENDATION

Baldwin County Foley Satellite Courthouse - Foley

In the City of Foley, and pursuant to the authority granted the Baldwin County Commission at §11-3-11 (a) (1) of the <u>Code of Alabama</u> 1975 and Section 6 of Act No. 239 (1931), as amended, and without limitation, adopt Resolution #2020-067 of the Baldwin County Commission, which designates the rooms to be occupied in the Baldwin County Foley Satellite Courthouse and further, to authorize the space allocations and offices applicable to the Baldwin County Foley Satellite Courthouse.

(Resolution #2020-067 repeals Resolution #2014-012, adopted by the Baldwin County Commission on November 5, 2013.)

BACKGROUND INFORMATION

Previous Commission action/date: November 5, 2013 - Last BCC Space Allocation adopted for Foley Satellite Courthouse.

Background: The Veterans Affairs (VA) Office has requested to be relocated due to the need for more office space as one additional staff member will be hired to accommodate the need of increased services for veterans in the Foley area. The Baldwin County Board of Registrars' Office (BOR) has agreed to relocate to the current VA office space in order to allow the VA to utilize the space BOR currently occupies. The change in the office locations will take place after the March 3, 2020, Primary Election. Staff is proposing the Commission to adopt the attached resolution which changes the space allocation as requested.

Staff has also updated the space allocation map to reflect other changes such as the US Representatives, First Alabama Congressional District, no longer occupying a space at the Foley

File #: 20-0856, Version: 1

Satellite Courthouse and the space currently being occupied by the Planning & Zoning Department.

The last space allocation change for the Baldwin County Foley Satellite Courthouse was approved by Resolution #2014-012, adopted November 5, 2013. The proposed Resolution #2020-067 would repeal Resolution #2014-012.

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.

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): N/A

Additional instructions/notes: N/A

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2020-067 OF THE BALDWIN COUNTY COMMISSION

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EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE <u>CODE</u> <u>OF ALABAMA</u> 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO AUTHORIZE, BY ORDER AS ENTERED UPON THE MINUTES OF THE MARCH 3, 2020, REGULAR MEETING, THE LOCATION OF THE COURTS IN THE ROOMS OF THE BALDWIN COUNTY (FOLEY) SATELLITE COURTHOUSE LOCATED IN THE CITY OF FOLEY, ALABAMA, AND TO DESIGNATE THE ROOMS TO BE OCCUPIED BY THE DIFFERENT OFFICES LOCATED THEREIN.

WHEREAS, §11-3-11 (a) (1) of the <u>Code of Alabama</u> 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 desiring, by this instrument, to update the designation of the location of the courts in the rooms of the Baldwin County (Foley) Satellite Courthouse and to update the designation of the rooms to be occupied by the offices located therein, pursuant to a floor plan rendering of said Baldwin County (Foley) Satellite Courthouse which is attached hereinbelow; now therefore

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 <u>Code of Alabama 1975</u> 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 (Foley) Satellite Courthouse** as located 201 East Section Avenue in Foley, Alabama, and designate the rooms to be occupied by the offices located therein as follows:

See Exhibit A hereto

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as *Resolution #2020-067 of the Baldwin County Commission*, be entered and spread upon the minutes of this March 3, 2020, regular meeting (term) of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, that *Resolution #2014-012* (adopted at the November 5, 2013, regular meeting) is expressly repealed.

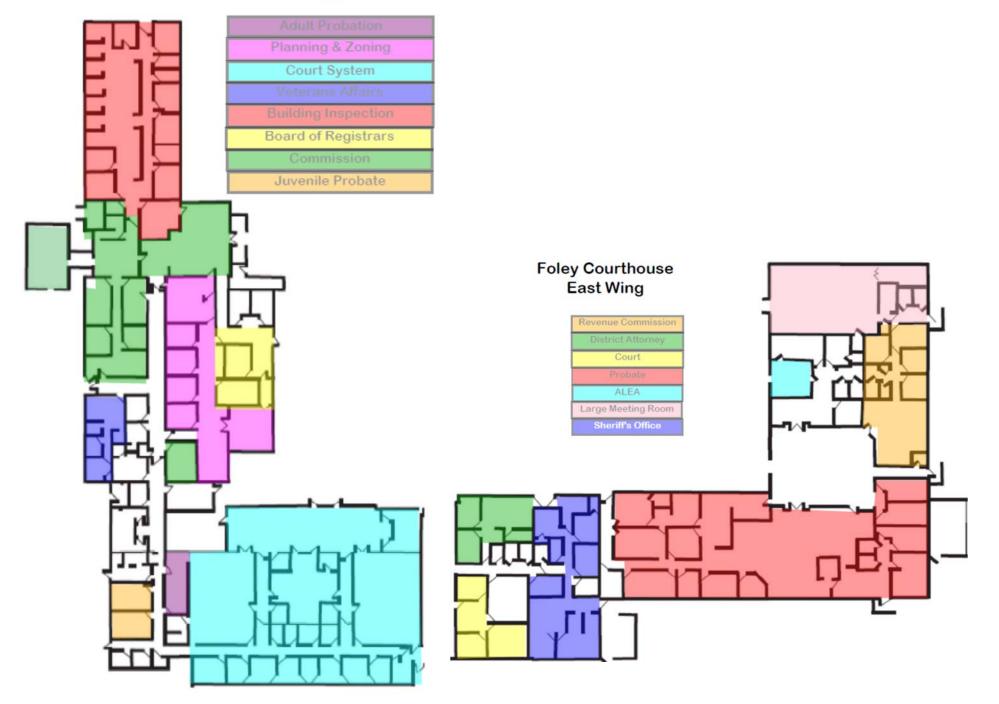
DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 3rd day of March, 2020.

Commissioner Billie Jo Underwood, Chairman

ATTEST:

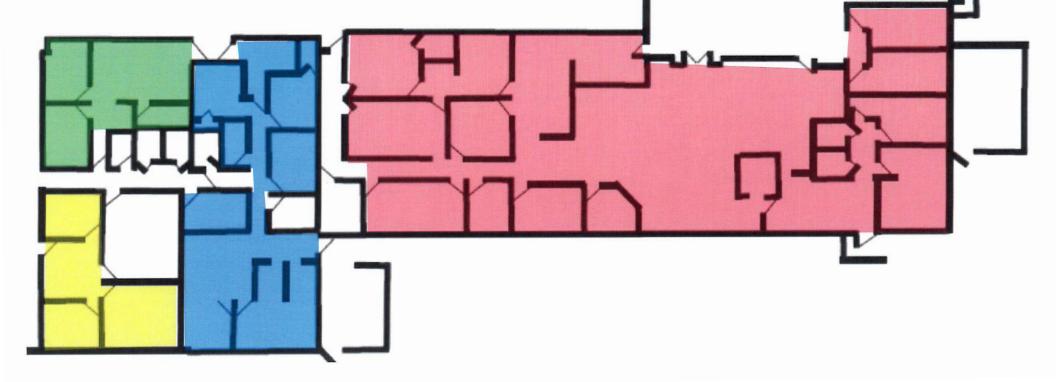
Wayne Dyess, County Administrator

Foley Courthouse West Wing

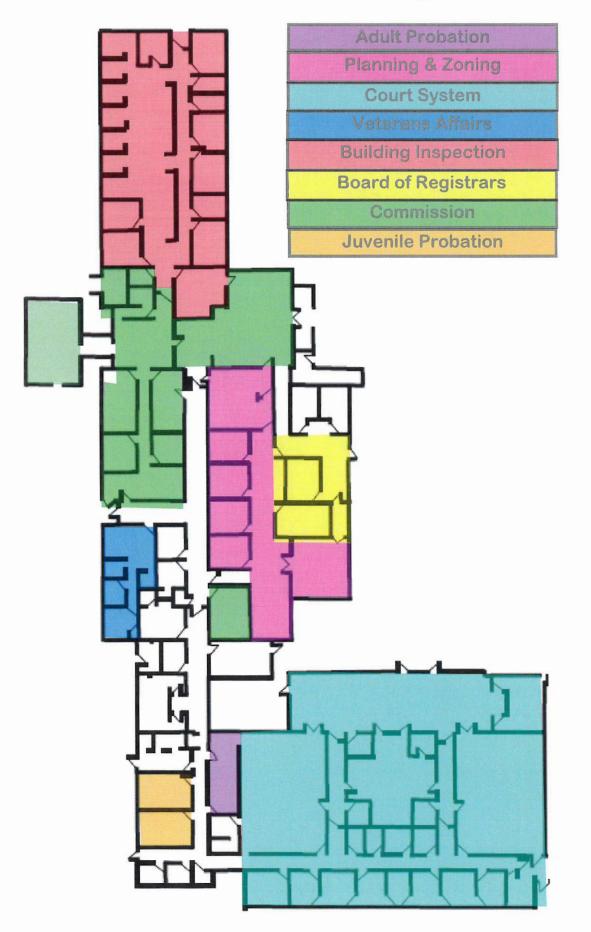


Foley Courthouse East Wing

R	evenue Commission
	District Attorney
	Court
	Probate
	ALEA
L	arge Meeting Room
	Sheriff's Office



Foley Courthouse West Wing





Agenda Action Form

File #: 20-0862, Version: 1

Item #: BC1

Meeting Type: BCC Regular Meeting
Meeting Date: 3/3/2020
Item Status: New
From: Felisha Anderson, Director of Archives and History
Submitted by: Hanna Heftman, Archives Specialist

ITEM TITLE

Request from Stockton Heritage Association, Inc. - Stockton Sawmill Days

STAFF RECOMMENDATION

To promote recreational and educational purposes benefiting the public, take the following actions:

1) Approve the request from the Stockton Heritage Association, Inc. for the use of one (1) large Baldwin Regional Area Transit System (BRATS) bus for the Stockton Sawmill Days in Stockton, Alabama, on Saturday, March 21, 2020, from 9 a.m. to 5 p.m., with the additional hour for travel, at a cost of \$630.00 (\$70/hour); and

2) Authorize the Baldwin County Solid Waste Department to support the Stockton Sawmill Days by providing fifteen (15) garbage carts and one (1) roll-off container and disposing of waste after the event, at a cost totaling \$25.00; and

3) Authorize an expenditure of public funds in the amount of \$1,040.00 to be paid to A & M Portables Inc. for the use of five (5) handicap portable toilets equipped with toilet paper, hand cleaner, and a sink outside for handwashing to be delivered to the event on Friday, March 20, 2020, and picked up on Monday, March 23, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: December 3, 2019 - Related to Stockton Sawmill Days and the Old Time Country Festival at Bicentennial Park to be held on March 21, 2020, took the following actions: 1) Authorized the Baldwin County Department of Archives and History to partner with the Stockton Heritage Association to host the event; and 2) Authorized the expenditure of \$6,000.00 to pay for the fee for the professional Lumberjack demonstration during the event; and 3) Authorized proceeds from said event be allocated to Stockton Heritage Association to assist in its efforts to continue restoration and preservation of the Stockton Heritage Museum.

Background: The Stockton Heritage Association. Inc. has requested the use of one (1) large BRATS bus for the Stockton Sawmill Days on Saturday, March 21, 2020. The Stockton Heritage

File #: 20-0862, Version: 1

Association has also requested the Baldwin County Solid Waste Department to provide fifteen (15) garbage carts, one (1) roll-off container to dispose of waste after the event.

To help raise funds for continued preservation of the Stockton Heritage Museum, the Stockton Heritage Association, Inc. and the Baldwin County Department of Archives and History will host a fund-raising event called "Stockton Sawmill Days and The Old Time Country Festival."

The event will take place Saturday, March 21, 2020, at Bicentennial Park, Stockton, Alabama.

The first sawmill built in Alabama, Kennedy Mill, was located where Bicentennial Park is now. The Stockton Community was built and sustained by the timber, sawmill and agriculture industries. Stockton Sawmill Days and The Old Time Country Festival maintains one of the missions of both the Stockton Heritage Association and the Department of Archives and History of protecting and preserving the history and heritage of the area. In addition to raising funds to help with missions, the event is educational for adults and children alike.

FINANCIAL IMPACT

Total cost of recommendation: \$630.00 - BRATS, \$1,040.00 - A & M Portable for restrooms, \$25.00 - trash carts = for a total cost to the commission of \$1,695.00.

Budget line item(s) to be used: 51125.5150.03

If this is not a budgeted expenditure, does the recommendation create a need for funding? Yes - able to use budgeted funds for Commission Sponsored Events

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? No

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: Felisha Anderson, Director of Archives and History

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

Georgene Conner Stockton Heritage Association, Inc. Post Office box 127 Stockton, Alabama 36579

Cc: Felisha Anderson Matthew Brown

Additional instructions/notes: N/A

A&M Portables, Inc.

amports@bellsouth.net

P.O. Box 308 Satsúma, AL. 36572 251-679-0933 F: 251-679-1930

:

Quotation

DATE 2/18/2020

Customer ID 2529AL

Quotation valid until: 30 DAYS

SHIP TO ADDRESS: BALDWIN COUNTY COMMISSION BICENTENNIAL PARK 51233 STATE HWY 225 BAY MINETTE AL fanderson@baldwincountyal.gov

Comments or Special Instructions:

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BALDWIN COUNTY COMMISSION

312 COURTHOUSE SQUARE SUITE 12

SAWMILL DAYS 2020 DELIVER 03/20/20

PICK UP 03/23/20

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SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					Ň

QUANTITY	DESCRIPTION	1	UNIT PRICE		TA	TAXABLE?		AMOUNT	
5 ;	HANDICAP TOILETS	DEL / PICK UP	\$	115.00		N	\$	575.00	
5	HAND SANITIZER		\$	25.00		N	\$	125.00	
4	HANDWASH STATION	DEL / PICK UP	\$	85.00		N	\$	340.00	
P								1	
					a.		1		
			0	E		SUBTOTAL	\$	1,040.00	
						TAX RATE			
						SALES TAX	\$	-	
						OTHER	\$	-	
i						TOTAL	\$	1,040.0	

If you have any questions concerning this quotation, contact Amber Little, 251-679-0933, amports@belisouth.net.

THANK YOU FOR YOUR BUSINESS!



BILL TO ADDRESS:

BAY MINETTE AL 36507

Felisha Anderson

From:	A&M Portables <amports@bellsouth.net></amports@bellsouth.net>
Sent:	Tuesday, February 18, 2020 3:27 PM
То:	Felisha Anderson
Subject:	quote for Sawmill days 2020
Attachments:	BALDWIN COUNTY COM SAWMILL DAYS 2020 PDF.pdf

[CAUTION: External Email]

I have attached the requested quote, if you have any questions please let us know.

Thank you!

Amber Little

Office Manager

A&M Portables, Inc.

P.O. Box 308 Satsuma AL 36572 W: 251-679-0933 | F: 251-679-1930 | C: 251-654-6626 amports@bellsouth.net



Agenda Action Form

File #: 20-0846, Version: 1

Item #: BE1

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-18 - Provision of Telecommunication Materials for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Telecommunication Materials; and

2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Telecommunication Materials for the Baldwin County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? $\ensuremath{\mathsf{N/A}}$

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: 03/03/2020

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 #WG20-18 SPECIFICATIONS

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

Bidder shall give a unit prices as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to delivery, etc.

BID RESPONSE FORM:

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

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2021 and 2022), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2020 contract with its intent to extend the contract. The prices for 2020 shall also apply to the extension period(s).

ADDITIONS TO CONTRACT

The County may, subsequent to the award of the contract, allow the addition of new equipment, accessories, upgrades, etc., which are not duplications nor are equal to the awarded items. Additions may be made by written notification to the Baldwin County Commission Purchasing Department (Wanda Gautney) on the requested additions and with submission of the updated catalog. Vendor is not to market additions until receipt of approval by the Baldwin County Commission Purchasing Department.

ALTERNATE OR EQUALS

Alternate or equals will not be accepted.

CANCELLATION CLAUSE

Baldwin County reserves the right to terminate the contracts prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, only equipment purchased prior to the effective date of termination that meets specifications and that has been received in full shall be paid by Baldwin County.

NON-APPROPRIATION OF FUNDS

Continuation of any agreement between the County and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non- availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidation damages shall accrue to the County as a result. The County will not incur liability beyond the payment of accrued agreement payment.

PRICE DECREASES

The Purchasing Officer shall be notified immediately regarding any manufacturer's price decrease affecting a contract item. Furthermore, the County shall receive the benefit of the decrease as soon as possible in accordance with the written notification from the Award Bidder. If there is a contract extension, the prices must also remain firm except decreases.

SUBSTITUTIONS

Substitutions will be allowed whenever the item being replaced is no longer in production and the new item is equal to or greater than it in function, and equal to or less than in price. The County will be notified in writing of any discontinuance of new production as early as possible. It is the vendor's responsibility to provide the County with documentation from the manufacturer stating that the item is being discontinued and what the replacement is. The County will determine the equivalency. The substituted item(s) shall inherit the bid terms of the item it is replacing (i.e. If an Item is bid at 10% below reference price, than the replacement item will also be priced at 10% below the new item's current reference price). In no cases will a substitution be accepted that does not comply with the bid terms of the item being replaced. The vendor will be required to provide substitutions of all items awarded for the period of the contract. The County reserves the right to refuse any item offered that is discontinued by the manufacturer, but may still be in the stock of the vendor or vendor's supplier. Changes to the contract will not be made during the last thirty (30) days of the contract period. Prior to publishing, the vendor must obtain the approval of the Purchasing Agent on the requested changes.

QUANTITY

The exact quantity of purchases for each item on this solicitation is not known. The County Division of Purchasing does not guarantee that the County will buy any amount. Orders will be placed by agencies as needed and will give complete shipping Instructions. Minimum order amounts are not applicable to this bid.

PRIME CONTRACTOR RESPONSIBILITIES

Vendor will assume responsibility for delivery and warranty service for all equipment, software, supplies, etc., regardless whether or not the vendor is the original manufacturer. The vendor will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Any items offered in the ITB for which the vendor is not the OEM must be clearly identified. Vendor will be totally responsible for all obligations of each order.

PRODUCT OFFERINGS

If a promotional package of contract(s) items is offered, the vendor should immediately present it to the County for consideration. A promotional offering which includes items not on contract(s) will be considered if the price is equal to or less than the sum of the contract(s) items prices. Product promotional packages may be considered if the package contains items only on contract(s) and are offered at a reduced price. The County will not file for rebate(s), therefore, the vendor must offer and bill the County at the new discounted price of the applicable offering. New products to any group awarded under the contract(s) will be added to the contract(s) only if the vendor follows the guidelines detailed under Additions to Contract (s). Volume discounts will be allowed with the provision that any purchasing entity that purchases the equivalent volume be offered the same rate of discount.

AWARD

It is the intent of the Commission to award this bid to one (1) bidder. Vendor must bid all line items within a group to be considered for an award. The list of equipment on the attached sheets will be used as a "target bid". The prices submitted for the "target bid" will be used to make an award. Any item on the attached Bid Response Form that is not bid, other than that item being discontinued, will cause rejection of that group. If a product is included in the target bid that has been discontinued since bid preparation, vendor must bid a comparable product.

DELIVERY TERMS

All orders should be delivered as soon as possible, but not more than ten (10) days after receipt of order (ARO). Partial shipments are acceptable if authorized. Items will be delivered to the address on the Purchase Order. All freight charges must be paid by the vendor. **Inside delivery is required. Delivery shall be absolute.**

An agency has the right to refuse any shipment or partial shipment that does not conform to the specifications of their order. The agency may refuse payment until these conditions are corrected.

A Purchase order will be issued for the materials and quantities listed.

MATERIALS NEEDED

Systimax Solutions - MGS400BH - 246 CAT 6 Mode Ivy Data Jack #700 206 717 Commscope – MGS400 White – 262 CAT 6 Outlet #700 206 725 Commscope - HGS Shielded - 620 CAT 6 Shielded Outlet #760 152 801 Systimax Solutions - PM-GS3-24 Port Patch Panel #760 062 372 Systimax Solutions - PM-GS3-48 Port Patch Panel #760 062 380 Systimax Solutions - FPCWSCSC21 - RF001 Single Mode SC to SC Jumper Systimax Solutions - FPCWSCSC21 - RF003 Single Mode SC to SC Jumper Systimax Solutions - FPCWSCSC21 - RF006 Single Mode SC to SC Jumper Systimax Solutions - FPCWSCSC21 - RF010 Single Mode SC to SC Jumper Systimax Solutions - FPCWSCSC21 - RF020 Single Mode SC to SC Jumper AllenTel GBLCC-D1-02 LC/SC DUPLEX SM 2MTR AllenTel GBLCC-D2-02 LC/SC DUPLEX MM 2MTR Corning 850-LL2-003 2M LC-LC DPLX 1.8 MM FIBER CBL UniCam 95-200-98 LC Single-mode Connector with Ultra PC polish and rotating cam UniCam 95-200-41 SC Single-mode Connector with Super PC polish and rotating cam UniCam 95-200-42 SC Single-mode Connector with Ultra PC polish and rotating cam UniCam 95-000-98 LC Multimode Connector for 62.5 µm fiber with ceramic ferrule UniCam 95-050-98 LC Multimode Connector for 50 µm fiber with ceramic ferrule UniCam 95-000-40 SC Multimode Connector for 62.5 µm fiber with composite ferrule UniCam 95-000-41 SC Multimode Connector for 62.5 µm fiber with ceramic ferrule UniCam 95-050-41 SC Multimode Connector for 50 µm fiber with ceramic ferrule Systimax Solutions - Fiber Coupler #108-009-408

Systimax Solutions - Duplex Faceplate #108-168-477 Systimax Solutions - Quad Faceplate #108-168-550 Systimax Solutions - 6 Plex Faceplate #108-168-592 Systimax Solutions - Blank Cover #107-067-860 Commscope – Duplex Faceplate White #108 168 469 Commscope – Quad Faceplate White #108 168 543 Systimax Solutions - 4 pr. 24 port Patch Panel #108-320-029 Systimax Solutions - Category 6 Cable 4 pr. 24 Gauge Blue #760-004-689 Systimax Solutions - Category 6 Cable 4 pr. 24 Gauge Gray #700-211-931 Commscope - Category 6 Cable Plenum 4 pr. Blue # 6P4P24-BL-P-CMS-TPCE Commscope - Category 6 Cable Plenum 4 pr. White # 6P4P24-S-WH-R-CMS-AP TYCO MOD Plug SOL 8P 24-26AWG Platinum Tools Mod Plug # 100020 Panduit Rack - P/N CMR19x84 Panduit Patch Panel - P/N DPA48688TGY (Cat 6) Panduit Patch Panel - P/N DPA24688TGY (Cat 6) Panduit Wire Management - P/N PRV8 Panduit Wire Management door - P/N PRD8 Panduit Quicknet 24 Port Angled Panels - P/N QAPP24BL Panduit Quicknet Patch Panel Port - P/N QPPABL Panduit Mini-Com CAT6 Coupler Module-Black - P/N CC688BL Belden 4/18 1000ft. Non-Plenum Electronic Wire - P/N 4C18FS-CMR-GY-R-BED

Belden 6/18 1000ft. Non-Plenum Electronic Wire - P/N 6C18FS-CMR-GY-R-BED

BID #WG20-18 RESPONSE FORM Telecommunication Materials

1 of 4

Date:
Out of State or If yes, Yes No Registration Number
Company Name:
Address:
Company Rep (Rep. Name Typed or Printed)
Email address:
Position:
Phone:
Fax:
Financing through another agency beside yourself or X Yes No
If yes, must attach a copy of the financing agreement and all conditions to this response from.

Financing Agency Authorized Signature

BID #WG20-18 RESPONSE FORM

Telecommunication Materials 2 of 4

Systimax Solutions - MGS400BH - 246 CAT 6 Mode Ivy Data Jack #700 206 717 UNIT PRICE \$ each

Commscope – MGS400 White – 262 CAT 6 Outlet #700 206 725 UNIT PRICE \$ each

Commscope – HGS Shielded – 620 CAT 6 Shielded outlet #760 152 801 UNIT PRICE \$_____each

Systimax Solutions - PM-GS3-24 Port Patch Panel #760 062 372 UNIT PRICE \$_____each

Systimax Solutions - PM-GS3-48 Port Patch Panel #760 062 380 UNIT PRICE \$ each

Systimax Solutions - FPCWSCSC21 - RF001 Single Mode SC to SC Jumper UNIT PRICE \$ each

Systimax Solutions - FPCWSCSC21 - RF003 Single Mode SC to SC Jumper UNIT PRICE \$ each

Systimax Solutions - FPCWSCSC21 - RF006 Single Mode SC to SC Jumper UNIT PRICE \$ each

Systimax Solutions - FPCWSCSC21 - RF010 Single Mode SC to SC Jumper UNIT PRICE \$_____each

Systimax Solutions - FPCWSCSC21 - RF020 Single Mode SC to SC Jumper UNIT PRICE \$ each

AllenTel GBLCC-D1-02 LC/SC DUPLEX SM 2MTR UNIT PRICE \$_____each

AllenTel GBLCC-D2-02 LC/SC DUPLEX MM 2MTR UNIT PRICE \$_____each

Corning 850-LL2-003 2M LC-LC DPLX 1.8 MM FIBER CBL UNIT PRICE \$____each

UniCam 95-200-98 LC Single-mode Connector with Ultra PC polish and rotating cam **UNIT PRICE** \$_____each

UniCam 95-200-41 SC Single-mode Connector with Super PC polish and rotating cam **UNIT PRICE** \$_____each

BID #WG20-18 RESPONSE FORM

Telecommunication Materials 3 of 4

UniCam 95-200-42 SC Single-mode Connector with Ultra PC polish and rotating cam **UNIT PRICE** \$_____each

UniCam 95-000-98 LC Multimode Connector for 62.5 μm fiber with ceramic ferrule **UNIT PRICE** \$_____each

UniCam 95-050-98 LC Multimode Connector for 50 µm fiber with ceramic ferrule **UNIT PRICE** \$ each

UniCam 95-000-40 SC Multimode Connector for 62.5 μm fiber with composite ferrule **UNIT PRICE** \$_____each

UniCam 95-000-41 SC Multimode Connector for 62.5 µm fiber with ceramic ferrule **UNIT PRICE** \$_____each

UniCam 95-050-41 SC Multimode Connector for 50 µm fiber with ceramic ferrule **UNIT PRICE** \$ each

Systimax Solutions - Fiber Coupler #108-009-408 UNIT PRICE \$ each

Systimax Solutions - Duplex Faceplate #108-168-477 UNIT PRICE \$ each

Systimax Solutions - Quad Faceplate #108-168-550 UNIT PRICE \$ each

Systimax Solutions - 6 Plex Faceplate #108-168-592 UNIT PRICE \$ each

Systimax Solutions - Blank Cover #107-067-860 UNIT PRICE \$ each

Commscope – Duplex Faceplate White #108 168 469 UNIT PRICE \$ each

Commscope – Quad Faceplate White #108 168 543 UNIT PRICE \$ each

Systimax Solutions - 4 pr. 24 port Patch Panel #108-320-029 UNIT PRICE \$_____each

Systimax Solutions - Category 6 Cable 4 pr. 24 Gauge Blue #760-004-689 UNIT PRICE \$_____each

BID #WG20-18 RESPONSE FORM

Telecommunication Materials 4 of 4

Systimax Solutions - Category 6 Cable 4 pr. 24 Gauge Gray #700-211-931 **UNIT PRICE \$** each

Commscope – Category 6 Cable Plenum 4 pr. Blue # 6P4P24-BL-P-CMS-TPCE UNIT PRICE \$______each

Commscope – Category 6 Cable Plenum 4 pr. White # 6P4P24-S-WH-R-CMS-AP UNIT PRICE \$ each

TYCO MOD Plug SOL 8P 24-26AWG UNIT PRICE \$____each

Platinum Tools Mod Plug # 100020 UNIT PRICE \$____each

Panduit Rack - P/N CMR19x84 UNIT PRICE \$_____each

Panduit Patch Panel - P/N DPA48688TGY (Cat 6) UNIT PRICE \$ each

Panduit Patch Panel - P/N DPA24688TGY (Cat 6) UNIT PRICE \$ each

Panduit Wire Management - P/N PRV8 UNIT PRICE \$ each

Panduit Wire Management door - P/N PRD8 UNIT PRICE \$ each

Panduit Quicknet 24 Port Angled Panels - P/N QAPP24BL UNIT PRICE \$ each

Panduit Quicknet Patch Panel Port - P/N QPPABL UNIT PRICE \$ each

Panduit Mini-Com CAT6 Coupler Module-Black - P/N CC688BL UNIT PRICE \$____each

Belden 4/18 100	00ft. No	n-Plenum	Electronic	Wire – P/	N 4C18FS	-CMR-0	GY-R-F	3ED
UNIT PRICE	\$	each						

Belden 6/18 1000ft. Non-Plenum Electronic Wire – P/N 6C18FS-CMR-GY-R-BED UNIT PRICE § _____each



Agenda Action Form

File #: 20-0847, Version: 1

Item #: BE2

Meeting Type: BCC Regular Meeting
Meeting Date: 3/3/2020
Item Status: New
From: Wanda Gautney, Purchasing Director/Troy Bookout, Baldwin County Sheriff's Office
Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-19 - Provision of Police Vehicle Accessories for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Police Vehicle Accessories for the Baldwin County Commission; and

2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications, if required, after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid for the purchase of police vehicle accessories for new police pursuit vehicles that are being purchased by the Sheriff's Department for Fiscal Year 2020. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 03/03/2020

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 #WG20-19 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.

Bidder shall give a Unit price as indicated on the Bid Response Form. The price shall include all applicable charges, destination charges, delivery charges, etc.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturers, but is 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.

Prices bid shall be firm for a twelve (12) month period beginning on the day of the award. It is the County's intent to award the bid to lowest responsible bidder by group.

WARRANTY:

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

DELIVERY

Delivery shall be made within **thirty** (**30**) days after receipt of order. Lead time shall be designated on the Bid Response Form. Delivery shall be to the Baldwin County Sheriff's Department, 18126 County Road 54, Robertsdale, AL., 36567. Delivery shall be set up with Troy Bookout at (251) 331-4437.

Vehicle Accessories

GROUP #1

SPRAY IN BEDLINERS FOR PICKUP TRUCKS: 5.5 Foot Regular Bed 6.5 Foot Regular Bed 8 Foot Regular Bed 6.5 Foot Utility Bed 8 Foot Utility Bed

ECCO EW3225 25 INCH ECCO LED BAR BETTER BUILT SEC 70-INCH-DEEP SINGLE LID CROSSOVER 79010901

BETTER BUILT SEC 72-INCH-DEEP SINGLE LID CROSSOVER 79010902 RIGID LED POD LIGHT 50231 IN PAIRS DECKED LOCKABLE TRUCK STORAGE FULL BED UNIT PART DF-4 TONNEAU COVER: TRI FOLD NON- LOCKABLE; BLACK

GROUP #2

RAM COMPUTER MOUNTS FOR: 2019/2020 FORD 150: RAM-VB-195-SW1 2019/2020 FORD EXPLORER AND INTERCEPTOR UTILITY: RAM-VB-202-SW1 2019/2020 CHEVROLET TAHOE: RAM-VB-193-SW1

BASE MOUNTS FOR: 2019/2020 FORD 150: RAM-VB-195 2019/2020 FORD EXPLORER AND INTERCEPTOR UTILITY: RAM-VB-202 2019/2020 CHEVROLET TAHOE: RAM-VB-193

BROTHER POCKETJET 762 IN CAR PRINTER WITH BLUETOOTH RAM PLASTIC PRINTER MOUNT E-SEEK M-260 CARD READER AND CABLE DESKTOP FUJITSU F17030 OR CURRENT MODEL

BID #WG20-19 RESPONSE FORM

Provision of Police Vehicle Accessories Page 1 of 3

Date:		
Out of State or	If yes, o Registration Number	
Address:		
Company Rep(Re	Name Typed or Printed)	
Position:		
Email address:		
Phone:		
Fax:		
	ency beside yourself or Yes No he financing agreement and all conditions to this re	Ç.

Financing Agency Authorized Signature

Brochures showing the equipment offered shall be attached to this Response Form. <u>All exceptions must be listed and attached to the bid response form</u>.

BID #WG20-19 RESPONSE FORM Provision of Police Vehicle Equipment Page 2 of 3

<u>GROUP #1</u>

SPRAY IN BEDLINERS FOR PICKUP TRUCKS

5.5 Foot Regular Bed	Amount Bid:	per vehicle
6.5 Foot Regular Bed	Amount Bid:	per vehicle
8 Foot Regular Bed	Amount Bid:	per vehicle
6.5 Foot Utility Bed	Amount Bid:	per vehicle
5.5 Foot Regular Bed	Amount Bid:	per vehicle
ECCO EW3225 25 INCH Model:		
Amount Bid:	each	
BETTER BUILT SEC 70 Model: Amount Bid:	-INCH-DEEP SINGLE LID CRO	OSSOVER 79010901
BETTER BUILT SEC 72 Model:	-INCH-DEEP SINGLE LID CRO	OSSOVER 79010902
Amount Bid:	each	
RIGID LED POD LIGHT Model:		
Amount Bid:	each	
COVER	RUCK STORAGE FULL BED	UNIT PAR DF-4 TONNEAU
Model:		
Amount Bid:	each	
TRIFOLD NON-LOCKA	,	
Amount Bid:	each	

BID #WG19-18 RESPONSE FORM Provision of Police Vehicle Equipment Page 3 of 3

GROUP #2

RAM COMPUTER MOUNTS Model:	
Amount Bid:	_each
Base Mount:	
Amount Bid:	
BROTHER POCKETJET 762 IN CAR Model:	
Amount Bid:	_ each
Base Mount:	_
Amount Bid:	
RAM PLASTIC PRINTER MOUNT Model:	
Amount Bid:	_each
Base Mount:	_
Amount Bid:	
E-SEEK M-260 CARD READER AND Model:	
Amount Bid:	each
Base Mount:	
Amount Bid:	
DESKTOP FUJITSU F17030 OR CURI Model:	
Amount Bid:	each
Base Mount:	
Amount Bid:	



Agenda Action Form

File #: 20-0848, Version: 1

Item #: BE3

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Wanda Gautney, Purchasing Director/Honorable Harry D'Olive, Judge of Probate Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-21 - Purchase of One (1) New 2020 Ford Expedition or Equivalent for the Baldwin County Judge of Probate

STAFF RECOMMENDATION

Take the following actions:

1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the purchase of one (1) new 2020 Ford Expedition or equivalent for the Baldwin County Judge of Probate; and

2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Honorable Harry D'Olive, Judge of Probate, has requested that a competitive bid be placed for one (1) new 2020 Ford Expedition or equivalent to be paid from his Discretionary Fund. At this time, the State of Alabama Contract for mid-sized SUV's has expired. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 03/03/2020

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 #WG20-21 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 or as soon as possible. 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 2020 Ford Expedition or equivalent

All standard equipment that comes on the 2020 Ford Expedition

2020 FORD EXPEDITION XLT, 4 x 2 (U1H0) 3.5L ECOBOOST ENGINE WITH AUTO START-STOP TECHNOLOGY 10-SPEED AUTOMATIC WITH SLECTSHIFT CAPABILITY XLT ACTIVEX BUCKET SEATS – FRONT AND 2ND ROW EQUIPMENT GROUP 201A 18" MACH ALUM WHEEL W/PAINTED PKTS P275/65R18 A/S BSW TIRES FLOOR LINERS, FRONT & 2ND ROW REVERSIBLE CARGO MAT OPTION OF ESP PLAN

OPTION OF FORD 36 MONTH COMMERCIAL LEASE/PURCHASE PLAN WITH UNLIMITED MILEAGE; PAYMENT OPTIONS OF QUARTERLY AND SEMI-ANNUAL

Exterior Color: Desert Gold Metallic Interior Color: Medium Stone

BID #WG20-21 RESPONSE FORM Purchase of One (1) New 2020 Ford Expedition or equivalent

Page 1 of 2

Date: _____

Out of State	or	If yes	,	_	
Ŋ	res N	0	Registration Number	•	
Company Name	e:				
Address:					
			·····		
Company Rep.	(Dom	Nomo Tu	bed or Printed)		
	(Rep	. Name Ty	jed of Filined)		
Position:					
Email address: _					
Phone:					
Fax:					
	1 .1		10		
Financing throu	gh another ag	ency beside	e yourself or Yes		
If yes, must atta	ch a copy of	the financir	ig agreement and all co	onditions to this respon	nse fro

BID #WG20-21 RESPONSE FORM

Purchase of One (1) New 2020 Ford Expedition or equivalent Page 2 of 2

One (1) New 2020 Ford Expedition 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.



Agenda Action Form

File #: 20-0849, Version: 1

Item #: BE4

Meeting Type: BCC Regular Meeting
Meeting Date: 3/3/2020
Item Status: New
From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Maintenance Engineer
Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-20 - Provision of Concrete Sidewalk Repair on County Right-of-Ways for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Concrete Sidewalk Repair on County Right-of-Ways for the Baldwin County Commission; and

2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Highway Department is requesting that a competitive bid be placed for the Provision of Concrete Sidewalk Repair on County Right-of-Ways. Repairing sidewalk, inlets, and other concrete structures County wide that are damaged due to environmental and utility repairs. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Concrete Sidewalk Repair on County Right-of-Ways.

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: 03/03/2020

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 #WG20-20 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

AWARD

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. 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. **PROOF OF INSURANCE SHOULD BE INCLUDED WITH BID RESPONSE.**

Prices bid shall be applicable for a **one** (1) **calendar year**. Calendar year will begin the date of full executive of the Contract.

It is the intent of the County to award to one vendor.

Purchase Orders will be issued for the services.

BIDDER QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

LAWS AND REGULATIONS

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

TRAFFIC CONTROL, SAFETY ITEMS

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

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

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

COUNTY'S PROTECTIVE LIABILITY INSURANCE

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

HOLD HARMLESS PROVISION

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation 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 its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall: Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OHSA (Occupational Safety and Health Act).

Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

CANCELLATION CLAUSE

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

SCOPE OF SERVICES FOR THE CONCRETE SIDEWALK REPAIR

All items below shall be in accordance with applicable portions of Section 501, Section 502, Section 618, and Section 620 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

All Bid Unit Prices shall include mobilization, labor, materials, and equipment used to complete the tasks.

Concrete Sidewalk Repair/Minor Structure Concrete Repair

- Concrete Sidewalk 4" Thick (Portland Cement 4000 psi) SQYD
 - The quantity of accepted sidewalks or driveways will be measured, complete in place, and the area computed in square yards.
 - The accepted quantity of sidewalk or driveway will be paid for at the contract unit price for Concrete Sidewalks or Concrete Driveways, complete in place, which shall be payment in full for furnishing all materials (including joints), for the hauling, preparation, and placing of all materials, <u>for removal of existing damaged concrete</u>

<u>sidewalk</u>, for the preparation of the subgrade, excavation, backfilling, and for all labor, equipment, tools, and incidentals necessary to complete the work.

- Concrete Sidewalk 6" Thick (Portland Cement 4000 psi) SQYD
 - The quantity of accepted sidewalks or driveways will be measured, complete in place, and the area computed in square yards.
 - The accepted quantity of sidewalk or driveway will be paid for at the contract unit price for Concrete Sidewalks or Concrete Driveways, complete in place, which shall be payment in full for furnishing all materials (including joints), for the hauling, preparation, and placing of all materials, <u>for removal of existing damaged concrete sidewalk</u>, for the preparation of the subgrade, excavation, backfilling, and for all labor, equipment, tools, and incidentals necessary to complete the work.
- Concrete Sidewalk 4" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi) SQYD
 - The quantity of accepted sidewalks or driveways will be measured, complete in place, and the area computed in square yards.
 - The accepted quantity of sidewalk or driveway will be paid for at the contract unit price for Concrete Sidewalks or Concrete Driveways, complete in place, which shall be payment in full for furnishing all materials (including joints), 6 x 6 Wire Mesh, for the hauling, preparation, and placing of all materials, <u>for removal of existing damaged concrete sidewalk</u>, for the preparation of the subgrade, excavation, backfilling, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Concrete Sidewalk 6" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi) – SQYD

- The quantity of accepted sidewalks or driveways will be measured, complete in place, and the area computed in square yards.
- The accepted quantity of sidewalk or driveway will be paid for at the contract unit price for Concrete Sidewalks or Concrete Driveways, complete in place, which shall be payment in full for furnishing all materials (including joints), 6 x6 Wire Mesh, for the hauling, preparation, and placing of all materials, <u>for removal of existing damaged concrete sidewalk</u>, for the preparation of the subgrade, excavation, backfilling, and for all labor, equipment, tools, and incidentals necessary to complete the work.
- Steel Reinforcement (USA Steel) LBS
 - Where the unit of measurement for steel reinforcement is pounds {kilograms}, the weight {mass} of steel reinforcement determined as provided above shall be paid for at the contract unit price per pound {kilogram}, which price and payment shall be full compensation for fabricating, furnishing, placing, and butt welding all materials, and for all labor, equipment, tools, and incidentals necessary to complete the Item. The supplier of the reinforcing steel shall furnish to the County three copies of an itemized list of all steel included in each shipment. Such list shall show the mark of the bar, bar number, heat number, grade, length, and weight {mass} of all steel for each structure requiring reinforcing steel. (Supplier documentation is required for payment.)

- Minor Structure Concrete (Portland Cement 4000 psi) CUYD
 - The accepted Minor Structure Concrete, measured as noted above, will be paid for at the contract unit price bid which shall be full compensation for the concrete complete in place including furnishing all materials (except reinforcing steel), form work, finishing and for all equipment, tools, labor, and incidentals necessary to complete the item in accordance with plan details and these specifications. In case of modification to an existing structure, the breaking away of the concrete to the approximate lines shown on the plans and the disposal of the broken concrete and the preparation of the retained steel reinforcement for splicing as required shall be considered incidental to the work and the cost thereof absorbed in the unit price bid.
- Truncated dome retrofit SQFT
 - Truncated domes for retrofit shall be selected from the ALDOT List II-25, Detectable Warning Devices. This list is in the ALDOT Department's Manual, "Materials, Sources, and Devices with Special Acceptance Requirements". Only the materials on this list shall be furnished for use.
 - Truncated dome retrofit shall be measured per square foot {square meter}, complete in place.

BID #WG20-20 RESPONSE FORM Provision of Concrete Sidewalk Repair Page 1 of 2

Date:	_
Out of State or Yes No	_ If yes, Registration Number
Company Name:	
Address:	
Company Rep(Rep. N	ame Typed or Printed)
Financing through another agend	cy 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 #WG20-20 RESPONSE FORM Provision of Concrete Sidewalk Repair

Page 2 of 2

Unit Price Per Item

All items below shall be in accordance with applicable portions of Section 501, Section 502, Section 618, and Section 620 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

All Bid Unit Prices shall include mobilization, labor, materials, and equipment used to complete the tasks.

Concrete Sidewalk 4" Thick (Portland Cement 4000 psi)	\$SQYD
Concrete Sidewalk 6" Thick (Portland Cement 4000 psi)	\$SQYD
Concrete Sidewalk 4" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi)	\$SQYD
Concrete Sidewalk 6" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi)	\$SQYD
Steel Reinforcement (USA Steel)	\$LBS
Minor Structure Concrete (Portland Cement 4000 psi)	\$CUYD
Truncated dome retrofit	\$SQFT

State of Alabama) County of Baldwin)

CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

I. <u>Definitions</u>. The following terms shall have the following meanings:

A. COUNTY: Baldwin County, AlabamaB. COMMISSION: Baldwin County CommissionC. PROVIDER:

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

III. <u>Recitals Included</u>. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

IV. <u>Professional Qualifications.</u> For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the necessary equipment, resources and the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. <u>No Prohibited Exclusive Franchise.</u> 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. <u>Representation/Warranty of Certifications, Etc.</u> 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. <u>Legal Compliance</u>. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

VIII. <u>Independent Contractor.</u> 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. <u>No Agency Created.</u> 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. <u>Unenforceable Provisions.</u> 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. <u>Entire Agreement.</u> 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. <u>Failure to Strictly Enforce Performance</u>. 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. <u>Assignment.</u> 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. <u>Ownership of Documents/Work.</u> 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. <u>Notice</u>. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

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

XVI. <u>Services to be Rendered.</u> 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 <u>"Competitive</u> <u>Bid #WG20-20"</u>, the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in Competitive Bid #WG20-20 named, Provision of Concrete Sidewalk Repair on County Right-of-Ways 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. <u>Termination of Services</u>. The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

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

XXI. <u>Method of Payment.</u> 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. <u>Effective and Termination Dates.</u> This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution, with an option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. And additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall

prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

XXV. <u>Number of Originals.</u> This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

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

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

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

(d) <u>Scope of the Surety</u>. 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.

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/ County Administrator Date

State of Alabama)

County of Baldwin)

I, ______, a 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 seal on this the _____ day of _____, 2020.

Notary Public My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Name

/____/Date
Its _____/

State of Alabama)

County of _____)

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

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

Notary Public My Commission Expires



Agenda Action Form

File #: 20-0851, Version: 1

Item #: BE5

Meeting Type: BCC Regular Meeting
Meeting Date: 3/3/2020
Item Status: New
From: Wanda Gautney, Purchasing Director; Joey Nunnally, County Engineer; Seth Peterson, Design Engineer
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Project No. BCP 0214119 - Park Improvements at Morgantown Water Access - Boardwalk Extension for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for Project No. BCP 0214119 - Park Improvements at Morgantown Water Access -Boardwalk Extension to the lowest bidder, **Blade Construction, LLC, in the Bid Amount of \$83,762.20; Construction Time: 35 working days;** and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Previous Commission action/date:

<u>07/16/2019 meeting</u>: 1) Confirmed, ratified, and approved the grant application documents submitted to U. S. Fish and Wildlife Service for the Morgantown Boardwalk Coastal Grant Application executed by the Chairman on July 3, 2019; and 2) Authorized the Chairman to sign any additional grant application documents required regarding the above grant.

<u>08/20/2019 meeting</u>: 1) Accepted the Grant Award of \$15,875.00 from the U. S. Fish and Wildlife Service to assist in the funding of a boardwalk extension project at Morgantown Public Park in Fort Morgan; and 2) Authorized the Chairman to sign any project related documents that may be required.

Background: Bids were opened in the Purchasing Conference Room on February 18, 2020, at 2:00 p.m. Four (4) bids were received. The lowest bid was received from Blade Construction, LLC, in the bid amount of \$83,762.20. 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, Blade Construction, LLC. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: \$83,762.20

Budget line item(s) to be used: 0214119.5150

If this is not a budgeted expenditure, does the recommendation create a need for funding? 0214119 was budgeted 50,000.00 in Fiscal Year 2019. Another Morgantown project, 0206719 was also budgeted 50,000.00 in Fiscal Year 2019. 0206719 was completed in Fiscal Year 2019 and had a left-over budget balance of 35,382.00. The surplus funds from 0206719 will be used to fund the full cost of 0214119.

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: 03/03/2020

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

February 19, 2020

Baldwin County Commission 312 Courthouse Square Bay Minette, AL 36507

Re: Baldwin County Park Improvements at Morgantown Water Access – Boardwalk Extension Baldwin County Area 300

Dear Commissioners:

My office has thoroughly reviewed the bids taken on February 18, 2020, for the above referenced projects. Blade Construction, LLC was the low bidder with a bid of \$83,762.20.

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

There were mathematical rounding errors in two of the bids received. These errors did not affect the outcome of the low bidder.

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

If you have any questions or comments, please give me a call at 251-972-8564.

Sincerely Joey Nunnally, P.E. County Engineer

JN/sp

ATTACHMENT cc:File

Park Improvements at Morgantown Water Access - BCP. 0214119			S.C. Stagner Contracting,			Empire Builders Group LLC			MD Thomas Construction,			Blade Construction, LLC							
Bid Opening 2/18/20			Inc.			1-1	Emplie builders Group LEC		LLC			Diade construction, Lee							
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	I	UNIT PRICE		BID PRICE		UNIT PRICE		BID PRICE)	UNIT PRICE		BID PRICE		UNIT PRICE	A 14	BID PRICE
600A-000	MOBILIZATION	LS	1	\$	20,000.00	\$	20,000.00	\$	24,330.00	\$	24,330.00	\$	10,000.00	\$	10,000.00	\$	11,000.00	\$	11,000.00
674A-000	CONSTRUCTION SAFETY FENCE	LF	570	\$	2.00	\$	1,140.00	\$	4.21	\$	2,399.70	\$	3.00	\$	1,710.00	\$	5,50	\$	3,135.00
680A-001	GEOMTRIC CONTROLS	LF	1	\$	2,000.00	\$	2,000.00	\$	2,400.00	\$	2,400.00	\$	1,500.00	\$	1,500.00	\$	1,000.00	\$	1,000.00
1001A-001	BOARDWALK INSTALLATION	LF	256	\$	309.00	\$	79,104.00	\$	242.37	\$	62,046.72	\$	269.00	\$	68,864.00	\$	234.95	\$	60,147.20
1001A-002	BOARDWALK REMOVAL	LS	1	\$	14,450.00	\$	14,450.00	\$	4,202.00	\$	4,202.00	\$	6,000.00	\$	6,000.00	\$	7,980.00	\$	7,980.00
1001A-003	TEMPORARY CLOSURE SIGNAGE	LF	1	\$	400.00	\$	400.00	\$	210.00	\$	210.00	\$	450.00	\$	450.00	\$	500.00	\$	500.00
TOTAL BID				\$117,094.00			\$95,588.42		\$88,524.00			\$83,762.20							

Addendum 1, 2, and 3	Yes	Yes	Yes	Yes
Bid Bond Included	Yes	Yes	Yes	Yes
Contract Included	Yes	Yes	Yes	Yes

ENGINEER'S CERTIFICATE:

Ther were mathmatical rounding errors in two of the bids received. These errors did not affect the outcome of the low bidder.

I, JOEY NUNVALLY, P.P., COUNTY 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 .

2/19/2020 Date Joey Nunnally, P.E.

<u>ITEM IX</u> <u>CONTRACT FOR CONSTRUCTION SERVICES</u>

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 <u>Blade Construction LLC</u> (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission at its March 20, 2018, meeting awarded the bid forPROJECT NO. BCP 0214119 - PARK IMPROVEMENTS AT MORGANTOWN WATERACCESS - BOARDWALK EXTENSION to Blade Construction LLC ______, in the amount of\$ 83,762.20with a completion time of THIRTY-FIVE (35) 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:

- 1. <u>Obligations Generally</u>. 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. <u>Recitals Included</u>. 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. <u>Professional Qualifications</u>. 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 PROVIDER the professional services required herein.
- IV. <u>No Prohibited Exclusive Franchise</u>. 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. <u>Representation/Warranty of Certifications, Etc.</u> 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. <u>Legal Compliance</u>. The PROVIDER shall at all times comply with all applicable federal, state, local and municipal laws and regulations.

- VII. <u>Independent Contractor</u>. 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. <u>No Agency Created</u>. 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. <u>Unenforceable Provisions</u>. 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. <u>Entire Agreement</u>. 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. <u>Failure to Strictly Enforce Performance</u>. 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. <u>Assignment</u>. 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. <u>Ownership of Documents/Work</u>. 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.

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:	Blade Construction LLC
	PO BOX 359
	Bon Secour Al, 36511
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 following:

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

PROJECT NO. BCP 0214119 - PARK IMPROVEMENTS AT MORGANTOWN WATER ACCESS - BOARDWALK EXTENSION

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 PROJECT NO. BCP 0214119 - PARK IMPROVEMENTS AT MORGANTOWN WATER ACCESS - BOARDWALK EXTENSION

COUNTY and PROVIDER 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.

XIV.

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. <u>Termination of Services</u>. 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. <u>Compensation Limited</u>. 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. <u>Direct Expenses</u>. 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. <u>Method of Payment</u>. 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 <u>Code of Alabama</u> (1975) Section 39-2-12 subsections (f) and (g) is utilized. PROVIDER, 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. <u>Effective Dates</u>. This Contract shall be effective and commence immediately upon the same date as its full execution. The PROVIDER shall have THIRTY-FIVE (35) WORKING DAYS after the notification to proceed to complete the work. The Contract shall terminate upon either the expiration of no more than THIRTY-FIVE (35) 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. <u>Force Majeure</u>. 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. <u>Indemnification</u>. 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. PROVIDER 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. <u>Number of Originals</u>. This Contract shall be executed with three (3) originals, all of which are equally valid as an original.
- XXV. <u>Governing Law</u>. 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.
- Insurance. The PROVIDER shall provide all insurance required in Item VIII Insurance XXVI. 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 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. (Note: The PROVIDER shall be required to provide the insurance required in Item VIII <u>Insurance Requirements</u> as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

XXVII. <u>Surety</u>. 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. <u>Acceptance of Surety</u>. 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 PROVIDER waives all rights to claim that any such delay was the fault of the COUNTY.

B. <u>Value of Surety</u>. 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. <u>Term of Surety</u>. 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 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. <u>Scope of the Surety</u>. 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 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. <u>TITLE 39/CODE OF ALABAMA COMPLIANCE</u>

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., <u>Code of Alabama</u> (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 \ldots §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.

XXX. The public works project which is the subject of this invitation to bid is partially funded through a grant from US Fish & Wildlife Services, the balance is 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:				
	/			
Ву	/I	Date Its		

NOTARY PAGE TO FOLLOW:

State of Alabama)	
County of Baldwin)	
I,	, as County Administrator of Baldwin e foregoing in that capacity, and who are known ng informed of the contents of the foregoing, they
GIVEN under my hand and seal on this the	day of, 20
	Notary Public
State of Alabama) County of Baldwin)	
I,	, Notary Public in and for said County and State,
, a name is known to me, acknowledged before me on the foregoing, he/she executed the same voluntarily on the	his day that, being informed of the contents of the e 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: _____

about:blank

GULF COAST MEDIA

A DIVISION OF OPC NEWS, LLC PO BOX 1677 • SUMTER, SC 29150

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

01/24/2020, 01/31/2020, 02/07/2020

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

erry, Legal Ad Representative

Amber Kimbler, Notary Public Baldwin County, Alabama My commission expires April 10, 2022



AMBER KIMBLER My Commission Expires April 10, 2022

53/00.5253

Sworn and subscribed to on 02707/2020

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 308247

IMPROVEMENTS AT MORGANTOWN

Amount of Ad: \$667.20

Legal File# IMPROVEMENTS AT

l of 1

FOLEY 251.943.2151 The Courier - The Islander The Onlooker

The Baldwin Times 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 Febru-ary 18, 2020, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

PROJECT NO. BCP 0214119 . PARK IMPROVEMENTS AT MORGANTOWN WATER AC-CESS - BOARDWALK EXTEN-SION

FORTY-FIVE (45) WORKING DAYS are allowed for the construction of the project.

Working Day (Daytime Work). Any Calendar Day from mid-night to midnight, exclusive of Saturdays and Legal Holidays (as defined herein), on which the Contractor could proceed with construction operations for a period of six hours or more with the normal working forces engaged in performing work on the controlling item or items of work, which normally would be in progress at that time, will be classified as a working day. Saturdays and Legal Holidays on which the Contractor elects to work for a period of four hours or more will be classified as a working day.

All bids must be on blank forms provided in the Specifications with the Contract booklet 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

LEGAL REP -251-345-6805

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 must be picked up from the office of the Baldwin County

Highway Department. 22070 State Highway 59, Central An-nex II, 3rd Floor. Please contact Stacy Appleton at sappleton @baldwincountyal.gov with any questions. 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 February 11, 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.

There are no DBE requirements for this project.

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, ALABA-MA

Billie Jo Underwood Chairman, Baldwin County Commission January 24-31; February 7, 2020



Press Register

LEGAL AFFIDAVIT

Total

AD#: 0009486845

\$719.08

State of Alabama,) ss County of Mobile)

Cristy Boyington 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 01/24, 01/31, 02/07/2020

Principal Clerk of the Publisher

Sworn to and subscribed before me this 10th day of February 2020

Notary Rublic

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Pur-chasing 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 February 18, 2020, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows PROJECT NO. BCP 0214119 - PARK IMPROVE-MENTS AT MORGANTOWN WATER ACCESS -BOARDWALK EXTENSION

FORTY-FIVE (45) WORKING DAYS are allowed for the construction of the project Working Day (Daytime Work). Any Calendar Day from midnight to midnight, exclusive of Saturdays and Legal Holidays (as defined herein), on which the Contractor could proceed with construction operations for a period of six hours or more with the normal working forces engaged in performing work on the controlling item or items of work, which normally would be in progress at that time, will be classified as a working day. Sat-urdays and Legal Holidays on which the Con-tractor elects to work for a period of four bars of more will be classified as a working hours or more will be classified as a working

day. All bids must be on blank forms provided in the Specifications with the Contract booklet 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 ma-terials 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 must be picked up from the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Please contact Stacy Appleton at sappleton@baldwinc ountyal.gov with any questions. No specifi-cations 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 February 11, 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. There are no DBE requirements for this proj-

ect.

No bids will be considered unless the bidder, whether resident or non-resident of Alabaand is properly qualified to submit a propos-al for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a cur-rent license from the State Licensing Board for General Contractors, Montgomery, Alabarna, as required by Chapter 8 of Title 34 of the Code of Alabarna (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 January 24, 31, February 7, 2020





Agenda Action Form

File #: 20-0875, Version: 1

Item #: BE6

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Ronald Cink, Budget Director Submitted by: Tracy King, Revenue Clerk

ITEM TITLE

Sales & Use Tax - Enforcement of Trust Fund Taxes

STAFF RECOMMENDATION

Take the following actions:

1. Authorize the County's Sales Use & License Tax Department to list delinquent trust fund tax liens of \$1,000.00 or greater and over one (1) year or older on the Baldwin County Commission Website; and

2. Authorize the County's Sales Use & License Tax Department based on Ala. Code §40-29-20 to file UCC liens of \$1,000.00 or greater with Secretary of State; and

3. Authorize the County's Sales Use & License Tax Department based on Ala. Code §40-2A-4(b) (6), to require a minimum 25% percent down for all Baldwin County trust fund tax installment agreements with maximum length of 3 years for all installment agreements; and

4. Authorize the County's Sales Use & License Tax Department, at the discretion of the Coordinator, be authorized to seek injunctive relief pursuant to Ala. Code Sec 40-23-27 in the Circuit Court of Baldwin County against taxpayers who have fallen delinquent with one or more liens with a combination of more than \$1,000.00 owed in trust fund taxes; and

5. Authorize the County's Sales Use & License Tax Department to proceed based on Ala. Code §40-2-11(16} with wage garnishments against the taxpayer's salaries, bonuses, commissions, and any other type of compensation from an employer. The wage garnishment remains in effect for subsequent pay periods until the total amount of the garnishment has been withheld and remitted by the employer; and

6. Authorize the County's Sales Use & License Tax Department to proceed with financial institutions garnishments based on Ala. Code §40-29-23. A garnishment may be issued to a bank, credit union and brokerage firm. The County is entitled to receive the full amount of money in account at the time the garnishments served, not exceed the full amount of the tax liability; and

7. Authorize the County's Sales Use & License Tax Department based on Ala. Code §40-29-23 to proceed with Writs of Execution. Writs of execution may be issued to the sheriff where the taxpayer

File #: 20-0875, Version: 1

has real or personal property. In the case of real property, the Department will ask the sheriff to offer the taxpayer's right, title, and interest in and to the property to the highest bidder. The property is sold on the courthouse steps subject to any prior encumbrances. The taxpayer will have one year to redeem the property from the Department or the highest bidder by paying the costs of the sale, the total tax liability, and the accrued interest. Whenever personal property is sold, there is no redemption period; and

8. Authorize the County's Sales Use & License Tax Department if civil enforcement proves ineffective, based upon the provisions of the Alabama Code (Ala. Code Section §40-29-1), the Department, at the discretion of the Coordinator, be authorized to refer offending taxpayers to the Baldwin County District Attorney for prosecution.

BACKGROUND INFORMATION

Previous Commission action/date: April 1, 2008

Background: The County Commission authorized the Sales and Use Tax Department to pursue collections efforts as allowed by Alabama Code Section §40-29. The County Commission also authorized to seek injunctive relief pursuant to Alabama Code Section §40-23-27 in the Circuit Court of Baldwin County against taxpayers who have fallen delinquent by \$5,000.00 or two (2) or more liens. The County Commission authorized the Sales and Use Tax Department to refer delinquents to the Baldwin County District Attorney's office for prosecution if all other collection efforts have failed.

As described in April 1, 2008, agenda item E20, background (see attached), in the event that civil enforcement proves ineffective, based upon the provisions of the Alabama Code (Ala. Code Sections §40-29-111 and -112) making willful failure to collect and pay over such taxes a felony and making failure to pay estimated taxes or to make a return a misdemeanor, that the Sales and Use Tax Department, at the discretion of the Coordinator, be authorized to refer delinquent taxpayers to the Baldwin County District Attorney for prosecution.

In 2019, the Sales and Use Tax Department referred approximately Three-hundred and twenty-five (325) delinquent accounts to the District Attorney's office and One-hundred and ninety-five (195) were Summoned to Appear.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: Reviewed by Brad Hicks, County Attorney, on 02/26/2020

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: Heather Gwynn, Sales and Use Tax Coordinator, will make the appropriate changes to department procedures.

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 (Agenda Item Proparation Procedure)

AGENDA ITEM NUMBER:

Work Session Meeting Date: March 25, 2008 Commission Meeting Date: April 1, 2008

TITLE/SUBJECT: To Authorize the Sales Tax Department to Collect Delinquent Accounts as Prescribed Under Alabama Law.

TO: The Honorable Members of the Baldwin County Commission THRU: Michael L. Thompson, County Administrator Mc7 3/24/08 FROM: Albert Ban, Jr., Sales & Use Tax Coordinator

STAFF RECOMMENDATION: Take the following actions

1) Authorize the County's Sales and Use Tax Department to pursue collection of delinquent taxes as allowed under Ala. Code Section 40-29-1, et seq.

2) Authorize the County's Sales and Use Tax Department to seek injunctive relief pursuant to Ala. Code Sec. 40-23-27 in the Circuit Court of Baldwin County against taxpayers who have fallen delinquent by \$3000.00 or two (2) or more liens. No collar Limit.

3) Authorize the Sales and Use Tax Department to refer offending taxpayers to the Baldwin County District Attorney for prosecution if all other collection efforts have failed.

BACKGROUND:

Based upon the County's status as a "self-enforcing" jurisdiction for the collection of sales and use taxes, pursuant to Baldwin County Commission resolution number 2001-07, and pursuant to the authority conferred upon the State of Alabama Department of Revenue to collect delinquent sales and use taxes pursuant to the Alabama Tax Enforcement and Compliance Act (Ala. Code Sec. 40-29-1, et seq.) ("TECA"), including the power to levy upon all property and issue process of garnishment, which authority is extended to Baldwin County as a self-enforcing county (Ala. Code Sec. 11-3-11.2), Delinquent taxpayers are assessed by the Sales & Use Tax Department as allowed in Code of Alabama, §40-2A-7. If the tax remains delinquent, a tax lien is recorded with the Judge of Probate Office only if the business is located within Baldwin County and a notice is mailed to the taxpayer reflecting so. During the time the taxpayer is delinquent, the taxpayer is contacted and is forwarded to the Compliance Officer for collection.

In addition to the extra-judicial enforcement mechanisms authorized as set forth above, that the Sales and Use Tax Department, at the discretion of the Coordinator, be authorized to seek injunctive relief pursuant to Ala. Code Sec. 40-23-27 in the Circuit Court of Baldwin County against taxpayers who have fallen delinquent by \$5,000.00 or two (2) or more liens.

In the event that civil enforcement proves ineffective, based upon the provisions of the Alabama Code (Ala, Code Sections 40-29-111 and -112) making willful failure to collect and pay over such taxes a felony and making failure to pay estimated taxes or to make a return a misdemeanor, that the Sales and Use Tax Department, at the discretion of the Coordinator, be authorized to refer offending taxpayers to the Baldwin County District Attorney for prosecution.

FINANCIAL IMPACT:	N/AX		
LEGAL IMPACT: N/A	X		
CONSISTENCY WITH B.	C. STRATEGIC PLAN - 2006-2016;	N/A	<u>X</u>
POLICY IMPACT:	N/AX		 4
PERSONNEL IMPACT:	N/A <u>X</u>		×

IMPLEMENTATION:

- Department and individual responsible for follow up activities on recommendation: Albert Ban, Jr. – Sales & Use Tax Coordinator
- 2. Specific action/actions required as follow up: To review collection efforts.
- 3. Are other Departments/Individuals necessary to complete the follow up activities? If so, specify:

Scott Barnett, Legal Counsel and Barney March, Legal Counsel for the Sales & Use Tax Department.

ALTERNATIVES:

- 1. Approve
- 2. Not approve

ATTACHMENTS:

Code of Alabama

§11-3-11 through 11-3-11.2

\$40-2A-7(b) - Uniform Revenue Procedures/Procedures Governing Entry of Preliminary

and Final Assessments.

§40-29 - See Attachment

Act No. 2000-445

Excerpt from the November 21, 2000 Minutes (Resolution #2001-07)

EORM REVISION DATE: November 12, 2007 - Igr, VERSION #10

bacomussion/forms/archives.2008/AGENDA ACTION FORM

Taxpayers' bill of rights.

(a) Rights of the taxpayer.

(1) For purposes of this subsection and subsections (c) and (d), the term "department" shall include the Department of Revenue, a self-administered county or municipality, or a private examining or collecting firm, depending on whether the Department of Revenue, a self-administered county or municipality, or private examining or collecting firm is conducting the examination of the taxpayer.

(2) At or before the commencement of an examination of the books and records of a taxpayer, the department shall provide to the taxpayer the current version of Publication 1A. Publication 1A shall provide, in simple and non-technical terms, a statement of the taxpayer's rights. Those rights include the right to be represented during an examination, an explanation of their appeal rights, and the right to know the criteria and procedures used to select taxpayers for an examination.

(3) At or before the issuance of a preliminary assessment, the department shall provide to the taxpayer in simple and non-technical terms:

a. A written description of the basis for the assessment and any penalty asserted with respect to the assessment.

b. A written description of the method by which the taxpayer may request an administrative review of the preliminary assessment.

(4) At or before the issuance of a final assessment, the department shall inform the taxpayer by a written statement of his or her right to appeal to the Alabama Tax Tribunal or to the circuit court.

(5) Except in cases involving suspected criminal violations of the tax law or other criminal activity, the department shall conduct an examination of a taxpayer during regular business hours after providing reasonable notice to the taxpayer. A taxpayer who refuses a proposed time for an examination on the grounds that the proposed examination would cause inconvenience or hardship must offer reasonable alternative times and dates for the examination.

(6) At all stages of an examination or the administrative review of the examination, and in any appeal to the Alabama Tax Tribunal, a taxpayer is entitled to be assisted or represented, at his or her own expense, by an authorized representative. The department shall prescribe a form by which the taxpayer may designate a person to represent him or her in the conduct of any proceedings, including collection proceedings, resulting from actions of the department. In the absence of this form, the department or the Alabama Tax Tribunal may accept such other evidence that a person is the authorized representative of a taxpayer as it considers appropriate. This subdivision shall not be construed as authorizing the practice of law before the department, Alabama Tax Tribunal, or any court in this state by a person who is not a licensed attorney.

(7) A taxpayer shall be allowed to make an audio recording of any in-person interview with any officer or employee of the department relating to any examination or investigation by the department, provided, however, the taxpayer shall give reasonable advance notice to the department of his or her intent to record and the recording shall be at the taxpayer's own expense and with the taxpayer's own equipment. The department shall also be allowed to record any interview if the taxpayer is recording

the interview, or if the department gives the taxpayer reasonable advance notice of its intent to record the interview. The department shall provide the taxpayer with a copy of the recording, but only if the taxpayer provides reimbursement for the cost of the transcript and reproduction of the copy. The cost shall be reasonable as prescribed by rules issued by the department.

(8) This section shall not apply to criminal investigations or investigations relating to the integrity of any officer or employee of the department.

(b) Department responsibilities generally.

(1) The commissioner shall appoint one or more taxpayer advocates from among the employees of the department. These officers shall receive and review inquiries or complaints concerning matters that have been pending before the department for an unreasonable length of time, or matters where the taxpayer has been unable to obtain a reasonable response after several attempts to communicate with the department employee assigned to the taxpayer's case, or his or her immediate superiors. In addition, these officers shall review and have the authority to waive a penalty for reasonable cause as provided in subsection (h) of Section 40-2A-11, shall promptly review inquiries concerning release of property levied upon, the erroneous filing of liens, the failure to release a lien for good cause, or other matters complained of by a taxpayer or other affected party. A taxpayer advocate shall have no authority nor issue any ruling with regard to any taxes collected by or on behalf of a self-administered county or municipality.

a. A taxpayer advocate, subject to the approval of the commissioner or the assistant commissioner, shall issue taxpayer assistance orders in the form and manner prescribed herein and by department rules.

b. Notwithstanding any statute of limitation or other provision in this title, a taxpayer assistance order may declare that any tax, including a final assessment, was erroneously assessed or reported and is not a liability due the state, or that a petition for refund was erroneously denied by the department.

c. A taxpayer assistance order shall grant relief as deemed appropriate, including the voiding of any erroneously issued final assessment for a tax which was not a debt due the state, granting of any refund due the taxpayer, or abating an assessment of interest that has accrued because of undue delay by department personnel.

d. At the request of the Alabama Tax Tribunal, a taxpayer advocate shall review a final order issued by the Alabama Tax Tribunal that was not appealed pursuant to Section 40-2B-2, if there is newly discovered evidence which by due diligence could not have been discovered in time to file an application for rehearing pursuant to Section 40-2B-2, and may propose relief as the taxpayer advocate deems appropriate and approved by the commissioner or the assistant commissioner.

e. All taxpayer assistance orders shall be dated and signed by a taxpayer advocate and approved either by the commissioner or the assistant commissioner, and shall state the underlying facts, the reasons for granting relief, and the relief granted. Any taxpayer assistance order, for good cause, may be modified or rescinded in writing by a taxpayer advocate and either the commissioner or the assistant commissioner.

f. A taxpayer advocate shall have full access to department personnel, books, and records subject, however, to the confidentiality restrictions imposed by this chapter.

g. Taxpayer assistance orders shall not be subject to the confidentiality provisions of this title, and shall be maintained by the secretary of the department and shall be open to review upon written request. A taxpayer advocate shall have no authority nor issue any ruling with regard to any taxes collected by or on behalf of a self-administered county or municipality.

h. The commissioner shall make an annual report to the Legislature of all taxpayer assistance orders approved in accordance with this section and Sections 40-2A-2 and 40-2A-3. The report shall contain the total amount of relief granted and the types of taxes for which relief was granted.

(2) The department shall maintain a continuing education program to train employees of the department and to provide them with a current knowledge of state and applicable federal tax laws.

(3) In addition to any other information provided by law, the commissioner shall include in the department's annual report information about the number or kind of audits or assessments conducted in the year covered by the report.

(4) The department shall not use the amounts of taxes assessed by an employee of the department as:

a. The basis of a production quota system for employees; or

b. The basis for evaluating an employee's performance.

(5) The department shall establish procedures for monitoring the performance of department employees which may include the use of evaluations obtained from taxpayers.

(6) INSTALLMENT PAYMENTS.

a. The commissioner is authorized to enter into written agreements to allow any taxpayer to pay any tax in installment payments if the commissioner determines that such agreement will facilitate collection of such tax. Notwithstanding the preceding sentence, such agreements shall be entered into only regarding a tax that has been finally assessed by the department. The commissioner shall only be authorized to enter such an agreement with regard to a tax administered or collected by the department.

b. The commissioner may terminate, alter, or modify any agreement entered into hereunder if:

1. Information provided by the taxpayer to the commissioner prior to the date of such agreement was inaccurate or incomplete;

2. The taxpayer fails to pay any installment at the time such installment payment is due under such agreement;

3. The taxpayer fails to pay any other tax liability due the department at the time such liability is due, unless the taxpayer has appealed such other liability pursuant to the terms of this chapter;

4. The financial condition of the taxpayer has significantly changed;

5. The taxpayer fails to provide a financial condition update as requested by the commissioner; or

6. The commissioner believes that collection of any tax to which an agreement under this subdivision relates is in jeopardy.

c. The commissioner shall have sole authority or discretion to enter into or amend, modify, or terminate any installment payment agreement provided for herein. The commissioner shall adopt rules necessary for the implementation of this subdivision.

d. Any self-administered county or municipality shall have the same authority as provided to the commissioner by this subdivision relating to installment payments with respect to taxes administered or collected by the self-administered county or municipality.

(c) Department failure to comply with this section. The failure of the department to comply with this section shall not prohibit the department from assessing any tax as provided in this chapter, nor excuse the taxpayer from timely complying with any time limitations under this chapter. However, if the department fails to substantially comply with this section, the commissioner, upon application by the taxpayer or other good cause shown, shall abate any penalties otherwise arising from the examination or assessment.

(d) Abatement of penalty. The department shall abate any penalty attributable to erroneous written advice furnished to a taxpayer by an employee of the department. However, this section shall apply only if the department employee provided the written advice in good faith while acting in his or her official capacity, the written advice was reasonably relied on by the taxpayer and was in response to a specific written request of the taxpayer, and the penalty did not result from the taxpayer's failure to provide adequate or accurate information.

(Acts 1992, No. 92-186, p. 349, §3; Act 1998-192, p. 310, §9; Act 2000-233, p. 368, §1; Act 2014-146, p. 378, §3; Act 2019-101, §1.)

Powers and duties generally.

It shall be the duty of the Department of Revenue, and it shall have the power and authority, in addition to the authority now in it vested by law:

(1) To have and exercise general and complete supervision and control of the valuation, equalization, and assessment of property, privilege, or franchise and of the collection of all property, privilege, license, excise, intangible, franchise, or other taxes for the state and counties, and of the enforcement of the tax laws of the state, and of the several county tax assessors and county tax collectors, probate judges, and each and every state and county official, board, or commission charged with any duty in the enforcement of tax laws, to the end that all taxable property in the state shall be assessed and taxes shall be imposed and collected thereon in compliance with the law and that all assessments on property, privileges, intangibles, and franchises in the state shall be made in exact proportion to the fair and reasonable market value thereof in substantial compliance with the law.

(2) To equalize, value, and assess or cause to be equalized, valued, and assessed any property subject to taxation, and such valuations and assessments it shall enter or cause to be entered in the proper assessment book, record, or minutes of the proper official, board, or tribunal; to set aside all assessments so entered in any assessment book, record, or minutes within any time before the end of the assessment year and, after 10 days' notice given the taxpayer, which notice shall be given by certified or registered mail, return receipt demanded, of the time and place of hearing, revalue and reassess said property and cause such revaluation and reassessment to be entered in the proper assessment book, record, or minutes in lieu of the original valuation and assessment; provided, that no reassessment or revaluation shall be made of any particular assessment from which an appeal is then pending, or if the valuation of the property for that year has been fixed on appeal by the circuit court or Supreme Court; provided further, that parties may appeal from such revaluation and assessment to the circuit court within like time and in like manner as from the valuation and assessment as fixed by the board of equalization.

(3) To confer with, advise, and direct the several county tax assessors, county tax collectors, probate judges, boards, or commissions and each and every state and county official charged with the assessment and collection of taxes as to their duties under the laws of this state.

(4) To direct actions to be instituted by the Attorney General, district attorneys, or attorneys especially employed for such purposes, with the approval of the Attorney General for the collection of any taxes or penalties due the state or any county, or to compel any officer or taxpayer to comply with the provisions of the tax laws; to direct actions, prosecutions, and proceedings to be instituted to enforce the laws of this state relating to taxes, penalties, forfeitures, and liabilities, and for the punishment of any public officers or any person or any officer or agent of any corporation, company, or association, trustee, or receiver for failure or neglect to comply with the provisions of the tax laws, and to cause complaints, informations, actions, or prosecutions to be made or instituted against any tax assessor, tax collector, probate judge, or other public official for the removal of such officers for official misconduct or neglect of duty and to further direct actions as may become necessary to obtain an order from a circuit court enjoining or restraining a taxpayer from continuing in business in Alabama whenever such taxpayer fails to collect, account for, and/or pay over any trust fund tax imposed by Sections 40-17-220, 40-17-325, 40-18-71, 40-21-82, 40-21-102, 40-21-121, 40-23-2, 40-23-61, 40-23-193, 40-26-1, or any other local sales, use, and gross receipts taxes collected by the department.

Such actions and proceedings may be instituted in the circuit court of any county in which the taxpayer resides or does business, or in the Circuit Court of Montgomery County, Alabama, and shall remain in effect until such time as the taxpayer has come into full compliance with the tax laws.

(5) To require district attorneys and the Attorney General of the state to commence and prosecute, within the respective jurisdictions or spheres of official duty of the officers, actions, proceedings, and prosecutions for penalties, forfeitures, impeachments, and punishments for violations of the tax laws of the state, to enter into agreements with district attorneys and the Attorney General of the state to reimburse those offices for reasonable fees or costs of actions, proceedings, and prosecutions, and to fund the reimbursements, in whole or in part, from penalties assessed and collected pursuant to Section 40-2A-11.

(6) To require any public official in the state to report information as to valuation, equalization, and assessment of property, privileges, franchises or intangibles, gross receipts, collections of taxes, receipts from licenses and other sources, methods of taxation, values or franchises, or intangible property, or assets subject to taxation, and such other information as may be needful in the work of the Department of Revenue in such forms and upon such blanks as the department may prescribe and furnish.

(7)a. To require individuals, partnerships, associations, corporations, trustees, and receivers, and the agents, officers, and employees thereof, to furnish information concerning their capital, funded or otherwise, gross receipts, net profits or income, excess profits, current assets and liabilities, values of franchises, intangibles, value of property, earnings, operating and other expenses, bonds, deeds, conduct of business, and all other facts, records, books, papers, documents, and other information of any kind demanded which may be needful in order to enable the department to ascertain the value and relative burden to be borne by every kind of property in this state and to ascertain the proper amount of license, privilege, excise, corporation, franchise, income, or ad valorem taxes.

b. To require reporting of retail sales and customer notification, within constitutional limitations, when the seller does not collect sales, use, or simplified sellers use tax on Alabama sales transactions, and to provide for penalties pursuant to Section 40-2A-11.

c. To require reporting of rental transactions of tangible personal property as defined in Section 40-12-220, when the property is classified as Class II or Class IV property under Section 40-8-1, by persons facilitating the transactions and to require notifications to the lessor when the lessor has not furnished evidence that it has acquired a license as required under Section 40-12-221, and to provide for penalties pursuant to Section 40-2A-11.

(8) To cause the deposition of witnesses residing within or without the state to be taken upon such notice to the interested party, if any, as the department may prescribe, in like manner as depositions of witnesses are taken in actions pending in circuit court, in any matter which the department has authority to investigate and determine. The depositions shall be taken upon a commission issued by the Department of Revenue, or the secretary thereof, in the name of the department, and returnable to the department.

(9) To visit, by the commissioner or by duly authorized agents, the several counties in the state for the purpose of investigating the work and methods of county tax assessors, tax collectors, probate judges, or other officers or boards charged with the duty of administering the tax laws of the state; to examine carefully into all cases where evasions or violations of the tax laws are alleged, complained of, or discovered, and to ascertain wherein existing laws are defective or are improperly or negligently

administered and to report the result of the investigation and the facts ascertained to the Governor from time to time when required by the Governor.

(10) To investigate the tax system of other states; to thoroughly inform itself upon the subject of taxation and of the progress made in other states and counties in improving their tax system, to formulate and recommend such legislation as may be deemed expedient to prevent evasion of existing tax laws and to secure just and equal taxation and improvements in the system of taxation in this state.

(11) To consult and confer with the Governor upon the subject of taxation and the administration of the laws and progress of the work of the department, and to furnish to the Governor from time to time such information as the Governor may require.

(12) To transmit to the Governor, 30 days before the meeting of the Legislature, a written report showing all the taxable property in the state and the value of the same, in tabulated form, with recommendations for improvements in the system of taxation in the state, together with suggestions of such measures as the department may formulate for the consideration of the Legislature in regard thereto.

(13) To, for good reason shown and entered on the minutes of the department, do either of the following:

a. Extend the time for filing any report or written statement required to be filed with the department.

b. Temporarily waive the motor fuel importer, exporter, or transporter licensing requirements under Section 40-17-332, during a state of emergency or disaster. A waiver authorized by this subdivision shall be effective only for persons importing, exporting, or transporting motor fuel to areas within a state or territory of the United States for which the President of the United States or the governor of that state or territory has declared a state of emergency or disaster, and only where the import, export, or transport takes place during the time the declaration is in effect. A temporary waiver of the motor fuel importer, exporter, or transporter licensing requirements under this subdivision shall not be construed to permit any waiver of any additional requirements or payment of any taxes due under the Alabama Terminal Excise Tax.

(14) To inspect and examine at all reasonable business hours any books, documents, records, or papers kept by any person, firm, corporation, trustee, or receiver.

(15) To make all assessments of taxes or penalties which it is authorized to enforce or collect and report the same to the Attorney General.

(16) To issue executions and writs of garnishment directed to any sheriff of Alabama, on any final assessment or judgment made or rendered by it, and upon such executions the sheriff shall proceed as in cases issued out of the circuit court and shall make return thereof to the Department of Revenue within 60 days after the receipt thereof.

(17) To perform such other duties as are or may be imposed on it by law.

(Acts 1935, No. 194, p. 256; Code 1940, T. 51, §131; Acts 1992, No. 92-186, p. 349, §20; Act 2017-82, §2; Act 2018-415, §1; Act 2019-164, §1.)

Violator may be restrained from continuing in business.

Any taxpayer who shall violate any of the provisions of this division may be restrained from continuing in business, and the proper prosecution shall be instituted in the name of the State of Alabama by its Attorney General, by the counsel of the Department of Revenue or under their direction by any district attorney of the state until such person shall have complied with the provisions of this division.

(Acts 1959, 2nd Ex. Sess., No. 100, p. 298, §25.)

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Lien for taxes - Generally.

If any person liable to pay any tax, other than ad valorem tax, neglects or refuses to pay the same, the amount (including any interest, additional amount, addition to tax, or assessable penalty together with any costs that may accrue in addition thereto) shall be a lien in favor of the State of Alabama upon all property and rights to property, whether real or personal, tangible or intangible, belonging to such person. The Department of Revenue shall give notice of lien to the taxpayer.

If the taxpayer shall file with the Department of Revenue a bond in double the amount of the lien filed, with surety or sureties to be either a surety company authorized to do business in Alabama or such individual property owners, not less than three in number, as are recommended by the judge of probate of the county in which the notice of lien is recorded, conditioned to pay all such tax, interest penalty, additional amount or addition to such tax, together with any costs which may occur in addition thereto as may be assessed against the taxpayer, principal in said bond, the Commissioner of Revenue or his delegate, shall withdraw and release said lien filed under the provisions of this section, and upon a determination that the said taxpaver owes any of said taxes to the state, the assessment (judgment) therefor shall be entered against said taxpayer and the surety or sureties on said bond; and, if not paid within 30 days from the date of said final assessment (judgment), then execution shall issue therefor against said principal and the surety or sureties on said bond. If the bond hereinabove provided for is not given and approved by the said commission, and a final assessment (judgment) is entered against said taxpayer and he duly and legally appeals therefrom within the time and in the manner provided for by this title, and the clerk or register of the court to which the appeal has been taken duly and legally approves the bond required for an appeal or the said taxpayer against whom the said assessment was entered by the Department of Revenue shall, within 30 days from the date of the assessment, pay the amount thereof to the state, then, in either of said events, the Commissioner of Revenue shall cancel or release from record said lien.

(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §3; Acts 1992, No. 92-186, p. 349, §74.)

Levy and distraint.

(a) Authority of commissioner or delegate. If any person liable to pay any final assessment of tax neglects or refuses to pay the same or fails to appeal such final assessment within 30 days, it shall be lawful for the commissioner to collect such tax (and such further sum as shall be sufficient to cover the expenses of the levy) as herein provided or as otherwise provided by law. The commissioner may levy upon all property and rights for property belonging to such person or on which there is a lien as provided in this chapter for the payment of such tax. If the Commissioner of Revenue or his delegate makes a finding that the collection of such tax is in jeopardy, notice and demand for immediate payment of such tax may be made and, upon failure or refusal to pay such tax, collection thereof by levy shall be lawful without regard to the 30-day period provided in this chapter.

(b) Seizure and sale of property. The term "levy" as used in this chapter includes the power of distraint and seizure by any lawful means. Except as otherwise provided in subdivision (d)(3), a levy shall extend only to property possessed and obligations existing at the time thereof. In any case in which the Commissioner of Revenue may levy upon property or rights to property, he may seize and sell such property or rights to property (whether real or personal, tangible or intangible), as prescribed by law. The Department of Revenue may become the purchaser of any property seized by bidding up to the amount of the final assessment and accrued interest plus any costs associated with such sale. The amount of any successful bid by the department, less costs, shall be credited to the amount owing on the unpaid final assessments. If the department shall become the purchaser of any property at such sale, then the department may resell the property by either public auction or public sale under sealed bids.

(c) Successive seizures. Whenever any property or right to property upon which levy has been made by virtue of subsection (a) is not sufficient to satisfy the claim of the State of Alabama for which levy is made, the Commissioner of Revenue or his delegate may, thereafter, and as often as may be necessary, proceed to levy in like manner upon any other property liable to levy of the person against whom such claim exists, until the amount due from him, together with all expenses, is fully paid.

(d) Requirement of notice before levy.

(1) IN GENERAL. Levy may be made under subsection (a) upon the salary or wages or other property of any person with respect to any unpaid tax only after the Commissioner of Revenue has notified such person in writing of his intention to make such levy.

(2) THIRTY-DAY REQUIREMENT. The notice required under subdivision (1) shall be served in any one of the following methods:

a. Given in person;

b. Left at the dwelling or usual place of business of such person; or

c. Sent by certified or registered mail to such person's last known address; no less than 30 days before the day of the levy.

(3) JEOPARDY. Subdivision (1) shall not apply to a levy if the Commissioner of Revenue has made a finding under the last sentence of subsection (a) that the collection of tax is in jeopardy.

http://alisondb.legislature.state.al.us/alison/CodeOfAlabama/1975/40-29-23.htm

(e) Continuing levy on salary and wages.

(1) EFFECT OF LEVY. The effect of a levy on salary or wages payable to or received by a taxpayer shall be continuous from the date such levy is first made until the liability out of which such levy arose is satisfied; provided, however, that no such levy made shall be more than 25 percent of the total wages or salary due the taxpayer.

(2) RELEASE AND NOTICE OF RELEASE. With respect to a levy described in subdivision (1), the Commissioner of Revenue shall within 10 days release the levy when the liability out of which such levy arose is satisfied and shall promptly notify the person upon whom such levy was made that such levy has been released.

(f) Special rule for levies on banks. Any financial institution (as defined in Section 40-16-1) shall be allowed 21 days following the date of service to comply with a levy served by or on behalf of the department.

(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §6; Acts 1992, No. 92-186, p. 349, §75.)



Rules for application of assessable penalties; "person" defined.

(a) Penalty assessed as tax. The penalties and liabilities provided by this article shall be paid upon notice and demand by the commissioner or his delegate, and shall be assessed and collected in the same manner as taxes. Except as otherwise provided, any reference in this title to "tax" imposed by this title shall be deemed also to refer to the penalties and liabilities provided by this article.

(b) "Person" defined. The term "person," as used in this article, includes an officer of a corporation, or a member of a partnership, who as such officer, or member is under a duty to perform the act in respect of which the violation occurs.

(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §23.)

Failure to collect and pay over tax, or attempt to evade or defeat tax.

(a) General rule. Any person required to collect, truthfully account for, and/or pay over any tax imposed by Sections 40-17-2, 40-17-220, 40-18-71, 40-21-82, 40-23-2, 40-23-61, 40-26-1 and any other local sales, use, and gross receipts taxes collected by the state Department of Revenue who willfully fails to collect such tax, or truthfully account for, and/or pay over such tax, or willfully attempts in any manner to evade or defeat any such tax or the payment thereof, shall, in addition to other penalties provided by law, be liable for a penalty up to the total amount of the tax evaded, or not collected, or not accounted for and paid over.

(b) Extension of period of collection where bond is filed.

(1) IN GENERAL. If, within 30 days after the day on which notice and demand of any penalty under subsection (a) is made against any person, such person:

a. Pays an amount which is not less than the minimum amount required to commence a proceeding in court with respect to his liability for such penalty;

b. Files a claim for refund of the amount so paid; and

c. Furnishes a bond which meets the requirements of subdivision (3); no levy or proceeding in court for the collection of the remainder of such penalty shall be made, begun, or prosecuted until a final resolution of a proceeding begun as provided in subdivision (2).

(2) SUIT MUST BE BROUGHT TO DETERMINE LIABILITY FOR PENALTY. If, within 30 days after the day on which his claim for refund with respect to any penalty under subsection (a) is denied, the person described in subdivision (1) fails to begin a proceeding in the appropriate court for the determination of his liability for such penalty, subdivision (1) shall cease to apply with respect to such penalty, effective on the day following the close of the thirty-day period referred to in this subdivision.

(3) BOND. The bond referred to in subdivision (1) shall be in such form and with such sureties as the commissioner may by regulations prescribe and shall be in an amount equal to one and one-half times the amount of excess of the penalty assessed over the payment described in subdivision (1).

(4) SUSPENSION OF RUNNING OF PERIOD OF LIMITATIONS ON COLLECTION. The running of the period of limitations provided in Section 40-29-50 on the collection by levy or by a proceeding in court in respect of any penalty described in subdivision (1) shall be suspended for the period during which the commissioner is prohibited from collecting by levy or a proceeding in court.

(5) JEOPARDY COLLECTION. If the commissioner makes a finding that the collection of the penalty is in jeopardy, nothing in this subsection shall prevent the immediate collection of such penalty.

(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §24.)

Jeopardy assessment - Other taxes.

(a) If the commissioner or his delegate finds that a taxpayer designs quickly to depart from the State of Alabama or to remove his property therein, or to do any other act tending to prejudice or to render wholly or partly ineffectual proceedings to collect any tax imposed by this title other than income tax, the commissioner or his delegate may issue notice of such finding to the taxpayer by personal service or mailing to his/her last known address, together with a demand for immediate payment of the tax declared to be in jeopardy, including penalties and additions thereto and such tax, penalty, interest, and additions thereto shall be immediately due and payable. A final assessment of such tax may be entered immediately and if the assessment is not paid upon such demand of the commissioner or his delegate may forthwith issue a warrant for levy and distraint of any personal property of the taxpayer which shall be collected in the same manner and with like effect as provided under Article 2 of this chapter.

(b) In the case of a tax for a current period, the commissioner or his delegate may declare the taxable period of the taxpayer immediately terminated and may at his discretion estimate the tax liability based upon the best information obtainable. Notice of such finding and declaration shall be issued to the taxpayer in the same manner as in subsection (a).

(c) When a jeopardy assessment has been made as provided in subsection (a), the collection of all or any part of such assessment may be stayed by filing with the commissioner or his delegate an approved bond conditioned upon the payment of the assessment together with applicable interest and costs of collection. The commissioner or his delegate shall have sole discretion to approve or disapprove the bond, but such approval shall not be unreasonably withheld.

(d) In any proceeding in court to contest the jeopardy assessment or to enforce payment of the taxes made due and payable by virtue of the provisions of this section, the finding of the commissioner or his delegate, made as herein provided, shall be for all purposes presumptive evidence of jeopardy.

(e) A final jeopardy assessment entered hereunder may be appealed to either the Alabama Tax Tribunal of the department or the appropriate circuit court of Alabama in the same manner as provided in Chapter 2B of this title for the appeal of final assessments. If the appeal is to the Alabama Tax Tribunal, the taxpayer must file the bond required by subsection (c). Provided further, an appeal from a final jeopardy assessment of the drugs and controlled substances excise tax levied by Chapter 17A of this title may only be taken to the appropriate circuit court.

(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §28; Acts 1992, No. 92-186, p. 349, §79; Act 2015-316, §1; Act 2015-368, §1.)

Attempt to evade or defeat tax.

Any person who willfully attempts in any manner to evade or defeat any tax imposed by this title or the payment thereof shall, in addition to other penalties provided by law, be guilty of a felony and, upon conviction thereof, shall be fined not more than \$100,000 (\$500,000 in the case of a corporation), or imprisoned not more than five years, or both.

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(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §29.)

Willful failure to collect or pay over tax.

Any person required under this title to collect, account for, and pay over any tax imposed by this title who willfully fails to collect or truthfully account for and pay over such tax shall, in addition to other penalties provided by law, be guilty of a felony and, upon conviction thereof, shall be fined not more than \$10,000, or imprisoned not more than five years, or both.

(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §30.)

Willful failure to file return, supply information, or pay tax.

Any person required under this title to pay any estimated tax or tax, or required by this title or by regulations made under authority thereof to make a return (other than a return required under Section 40-18-82), keep any records, or supply any information, who willfully fails to pay such estimated tax or tax, make such return, keep such records, or supply such information, at the time or times required by law or regulations, shall, in addition to other penalties provided by law, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$25,000 (\$100,000 in the case of a corporation), or imprisoned not more than one year, or both, together with the costs of prosecution. In the case of any person with respect to whom there is a failure to pay any estimated tax, this section shall not apply to such person with respect to such failure if there is no addition to tax under subsections (a) and (b) of Section 40-18-80 with respect to such failure.

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(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §31.)

Fraudulent statement or failure to make statement to employees.

In lieu of any other penalty provided by law (except the penalty provided by Section 40-29-75) any person required under the provisions of Section 40-18-75 to furnish a statement who willfully furnishes a false or fraudulent statement or who willfully fails to furnish a statement in the manner, at the time, and showing the information required under Section 40-18-75, or regulations prescribed thereunder, shall, for each such offense, upon conviction thereof, be fined not more than \$1,000, or imprisoned not more than one year, or both.

(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §32.)

Fraudulent withholding exemption certificate or failure to supply information.

Any individual required to supply information to his employer under Section 40-18-73 who willfully supplies false or fraudulent information, or who willfully fails to supply information thereunder which would require an increase in the tax to be withheld under Section 40-18-73 shall, in lieu of any other penalty provided by law, upon conviction thereof, be fined not more than \$500, or imprisoned not more than one year, or both.

(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §33.)

Fraud and false statements.

(a) Any person who:

(1) DECLARATION UNDER PENALTIES OF PERJURY. Willfully makes and subscribes any return, statement, or other document, which contains or is verified by a written declaration that it is made under the penalties of perjury, and which he does not believe to be true and correct as to every material matter; or

(2) AID or ASSISTANCE. Willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under, or in connection with any matter arising under, the state revenue laws, of a return, affidavit, claim, or other document, which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such return, affidavit, claim, or document; or

(3) FRAUDULENT BONDS, PERMITS, AND ENTRIES. Simulates or falsely or fraudulently executes or signs any bond, permit, entry, or other document required by the provisions of this title, or by any regulation made in pursuance thereof, or procures the same to be falsely or fraudulently executed, or advises, aids in, or connives at such execution thereof; or

(4) REMOVAL OR CONCEALMENT WITH INTENT TO DEFRAUD. Removes, deposits, or conceals, or is concerned in removing, depositing, or concealing, any goods or commodities for or in respect whereof any tax is or shall be imposed, or any property upon which levy is authorized by Section 40-29-23, with intent to evade or defeat the assessment or collection of any tax imposed by this title; shall be guilty of a felony and, upon conviction thereof, shall be fined not more than \$100,000 (\$500,000 in the case of a corporation), or imprisoned not more than three years, or both.

(b) It shall be unlawful for anyone to falsify or misrepresent the correct residence address of the owner or the correct address of the business location, of an automotive vehicle, truck trailer, trailer, semitrailer, or travel trailer with the intent to avoid municipal or county ad valorem, sales or use tax in any county or municipality in which the owner resides, or in which the business owner of such vehicle or trailer is subject to tax. Violation of this subsection shall be a Class C misdemeanor.

(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §34; Acts 1989, No. 89-691, p. 1358, §7.)

Fraudulent returns, statements, or other documents.

Any person who willfully delivers or discloses to the commissioner or his delegate any list, return, account, statement, or other document, known by him to be fraudulent or to be false as to any material matter, shall be fined not more than \$10,000 (\$50,000 in the case of a corporation), or imprisoned not more than one year, or both. Any person required pursuant to this title to furnish any information to the commissioner or his delegate who willfully furnishes to the commissioner or his delegate any information known by him to the fraudulent or to be false as to any material matter shall be fined not more than \$10,000 (\$50,000 in the case of a corporation), or imprisoned not more than \$10,000 (\$50,000 in the case of a corporation), or imprisoned not more than one year, or both.

(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §35.)

Failure to obey subpoena.

Any person who, being duly subpoenaed to appear to testify, or to appear and produce books, accounts, records, memoranda, or other papers, as required under subdivisions (7) and (8) of Section 40-2-11, or any other section in this title requiring the production of information, neglects or fails to appear without cause or to produce such books, accounts, records, memoranda, or other papers without cause, shall, upon conviction thereof, be fined not more than \$1,000, or imprisoned not more than one year, or both.

(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §36.)

Attempts to interfere with administration of state revenue laws; taxpayer protection from harassment.

(a) Corrupt or forcible interference. Whoever corruptly or by force or threats of force (including any threatening letter or communication) endeavors to intimidate or impede any officer or employee of the State of Alabama acting in an official capacity under this title, or in any other way corruptly or by force or threats of force (including any threatening letter or communication) obstructs or impedes, or endeavors to obstruct or impede, the due administration of this title, shall, upon conviction thereof, be fined not more than \$5,000, or imprisoned not more than three years, or both, except that if the offense is committed only by threats of force, the person convicted thereof shall be fined not more than \$3,000, or imprisoned not more than one year, or both. The term "threats of force," as used in this subsection, means threats of bodily harm to the officer or employee of the State of Alabama or to a member of his family.

(b) Forcible rescue of seized property. Any person who forcibly rescues or causes to be rescued any property after it shall have been seized under this title, or shall attempt or endeavor so to do, shall, excepting in cases otherwise provided for, for every such offense, be fined not more than \$500, or not more than double the value of the property so rescued, whichever is the greater, or be imprisoned not more than two years.

(c) Intimidation or harassment of taxpayer; "threats of force" defined. Any employee of the state Department of Revenue acting in an official capacity under the provisions of this title who by unlawful force or threats of force endeavors to intimidate or harass a taxpayer, upon determination by a special board to be appointed by the state Personnel Department that the charge is valid, shall be subject to immediate dismissal, and upon such dismissal may be subject to such penalties as provided under this section. The term "threats of force" as used in this subsection means threats of bodily harm to the taxpayer or to a member of his family.

(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §37.)

Periods of limitation on criminal prosecutions.

(a) No person shall be prosecuted, tried, or punished for any of the various offenses arising under the revenue laws unless the indictment is found or the prosecution instituted within three years next after the commission of the offense, except that the period of limitation shall be six years:

(1) For offenses involving the defrauding or attempting to defraud the State of Alabama or any agency thereof, whether by conspiracy or not, and in any manner;

(2) For the offense of willfully attempting in any manner to evade or defeat any tax or the payment thereof;

(3) For the offense of willfully aiding or assisting in, or procuring, counseling, or advising, the preparation or presentation under, or in connection with any matter arising under, the statute revenue laws, of a false or fraudulent return, affidavit, claim or document (whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such return, affidavit, claim, or document);

(4) For the offense of willfully failing to pay any tax, or make any return at the time or times required by law or regulations;

(5) For offenses described in Sections 40-29-115 and 40-29-116 (relating to false statements and fraudulent documents);

(6) For the offense described in Section 40-29-118 (relating to intimidation of officers and employees of the State of Alabama); or

(7) For the offense described in Section 40-29-121 (relating to the possession or use of an automated sales suppression device or phantom-ware).

(b) The time during which the person committing any of the various offenses arising under the revenue laws is outside the State of Alabama or is a fugitive from justice within the meaning of the Code of Alabama, shall not be taken as any part of the time limited by law for the commencement of such proceedings.

(Acts 1983, 4th Ex. Sess., No. 83-891, p. 128, §38; Act 2015-502, 1st Sp. Sess., §1.)

Automated sales suppression devices or phantom-ware.

(a) For purposes of this section, the following terms have the following meanings:

(1) AUTOMATED SALES SUPPRESSION DEVICE. A software program carried on a memory stick or removable compact disc, accessed through an Internet link, or by any other means, that falsifies the electronic records of electronic cash registers and other point-of-sale systems, including, but not limited to, transaction data and transaction reports.

(2) ELECTRONIC CASH REGISTER. A device that keeps a register or supporting documents through the use of an electronic device or computer system designed to record transaction data for the purpose of computing, compiling, or processing retail sales and other transaction data.

(3) PHANTOM-WARE. Any hidden or concealed programming option embedded in the operating system of an electronic cash register or hardwired into the electronic cash register that can be used to create a second set of records or to eliminate or manipulate transaction records that may or may not be preserved in digital formats in order to represent the true or manipulated record of a transaction in the electronic cash register.

(4) TRANSACTION DATA. Data relating to a transaction which includes, but is not limited to, data identifying each item purchased by a customer, the price for each item, a taxability determination for each item, a segregated tax amount for each of the taxed items, the amount of cash or credit tendered, the net amount returned to the customer in change, the date and time of the purchase, the name, address, and identification number of the vendor, and the receipt or invoice number of the transaction.

(5) TRANSACTION REPORTS. Either of the following or any variation thereof:

a. A report that contains, but is not limited to, documentation of sales, taxes, or fees collected; media totals; and discount voids at an electronic cash register, and that is printed on a cash register tape at the end of a day or shift, or

b. A report that documents every action at an electronic cash register and that is stored electronically.

(b) It is unlawful to knowingly sell, purchase, install, transfer, use, or possess in this state any automated sales suppression device or phantom-ware.

(c) Any person convicted of a violation of this section is guilty of a Class C felony and upon conviction, shall also be fined not more than one hundred thousand dollars (\$100,000), or in the case of a corporation, not more than five hundred thousand dollars (\$500,000). In addition, the person shall be liable for all taxes, fees, penalties, and interest due the state and any locality as the result of the fraudulent use of an automated sales suppression device or phantom-ware and shall forfeit to the state, as an additional penalty, all profits associated with the sale or use of an automated sales suppression device or phantom-ware.

(d) An automated sales suppression device or phantom-ware and any device containing such device or software shall be contraband and shall be forfeited to the state.

(Act 2015-502, 1st Sp. Sess., §2.)

http://alisondb.legislature.state.al.us/alison/CodeOfAlabama/1975/40-29-121.htm



Agenda Action Form

File #: 20-0873, Version: 1

Item #: BJ1

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Huey Hoss Mack, Sheriff Baldwin County Submitted by: Connie Dudgeon, Director of Finance, BCSO

ITEM TITLE

Baldwin County Sheriff's Office - Use of Drug Enforcement Administration (DEA) Seized Assets

STAFF RECOMMENDATION

Take the following actions:

1) Rescind the action taken by the Baldwin County Commission during the December 17, 2019 Regular Meeting, more specifically Agenda Item BJ3, approving the Chairman to execute correspondence to the Drug Enforcement Administration (DEA) stating that Baldwin County Sheriff's Office no longer wishes to utilize certain assets due to the high amount of expenses; and

2) Approve the Chairman to execute the revised correspondence to the Drug Enforcement Administration (DEA) stating that the Baldwin County Sheriff's Office no longer wishes to utilize certain assets due to the high amount of expenses but are requesting proceeds from the sale of certain assests instead.

BACKGROUND INFORMATION

Previous Commission action/date: December 17, 2019 and March 19, 2019

Background:

During the March 19, 2019 Baldwin County Commission Meeting (Agenda Item IA3), the Commissioners approved execution of correspondence to the Drug Enforcement Administration (DEA) authorizing the Baldwin County Sheriff's Office to use certain DEA seized assets,

During the December 17, 2019 Baldwin County Commission Meeting (Agenda Item BJ3),

1) the Commission approved to rescind the action taken by the Baldwin County Commission during the March 19, 2019 meeting approving the Chairman to execute correspondence to the Drug Enforcement Administration (DEA) authorizing the Baldwin County Sheriff's Office to use certain DEA seized assets; and

2) Approved the Chairman to execute correspondence to the Drug Enforcement Administration

(DEA) stating that the Baldwin County Sheriff's Office no longer wishes to utilize certain assets due to the high amount of expenses.

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: Administrative staff print letter to Drug Enforcement Administration (DEA) on Baldwin County Commission letterhead, have Chairman sign letter and send signed letter to Connie Dudgeon. All follow-up implementation by the Baldwin County Sheriff's Office.

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

Additional instructions/notes: N/A



Agenda Action Form

File #: 20-0871, Version: 1

Item #: BL1

Meeting Type: BCC Regular Meeting
Meeting Date: 3/3/2020
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Terri Graham, Development and Environmental Director

ITEM TITLE

Alabama Department of Environmental Management (ADEM) Alabama Recycling Fund Grant Application 2020

STAFF RECOMMENDATION

Confirm, ratify and approve the attached ADEM Form 9 (Alabama Recycling Fund Grant Application) executed by the Chairman on February 27, 2020, and make said document part of the record.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This grant will allow for unincorporated Baldwin County and its Municipalities to expand current recycling programs. The Alabama Recycling Fund Grant Application is due by March 1, 2020.

The aforementioned application allows the Baldwin County Solid Waste Department to apply for an Alabama Recycling Fund Grant through the Alabama Department of Environmental Management (ADEM) to purchase the equipment listed below at an approximate cost of \$905,000.00.

Phase 1:

Equipment:

- Metering Bin, Drum, and In-feed Conveyor (Controls feed rate for processing of material)
- Initial Manual Sort Line (Removes bulky material and rigid plastic separation)
- OCC Screen/Ballistic Separator (Cardboard Recovery)

Phase 2:

Equipment:

- Glass Breaker and Transfer Conveyor (Reduces and re-sizes glass fraction prior to manual sorting)
- Cross Belt Magnet (Ferrous Metals)
- Mixed Plastics Manual Sort Line with Bins and Conveyor (Plastics 1 and 2, Plastics 3-7, Mixed

File #: 20-0871, Version: 1

Paper, Residue)

• Eddy Current Separator (Aluminum)

If Awarded the Grant by ADEM the Baldwin County Commission would need to approve the construction of the building to house the equipment at an approximate cost of \$2,000,000.00.

FINANCIAL IMPACT

Total cost of recommendation: Approximately \$3,000,000.00.

Budget line item(s) to be used: To Be Determined

If this is not a budgeted expenditure, does the recommendation create a need for funding? Yes, through tipping fees charged and sale of recycled materials.

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 26, 2020

Individual(s) responsible for follow up: Terri Graham

Action required (list contact persons/addresses if documents are to be mailed or emailed): Recycling Unit - Solid Waste Branch Land Division Alabama Department of Environmental Management PO Box 301463 Montgomery, Alabama 36130-1463

Additional instructions/notes: N/A



Alabama Recycling Fund Grant Application

Applicant Information					
			Regional Planning Commission Area(s)		
Baldwin County Commission Baldwin C	Baldwin County Commission Baldwin County Solid Waste S		outh Alabama		
Physical Address	City County				
15140 County Road 49	Summerdale	В	aldwin		
Contact Information					
Contact Person Email Add			ress		
			-1111-11-02-01-1-04-01-0-020	dwincountyal.gov	
Governmental Body or Agency Name Federal Empl			oyer ID Number (FEIN)		
Baldwin County Commission					
Mailing Address	City, State		ip Code		
15140 County Road 49	Summerdale		6580		
Telephone Number		Fax Number			
(251) 972-6878		(251) 580-2582			
Project Costs					
Total Estimated Cost of Project		Grant Amount Requested		ested	
\$ 3,000,000		\$ 905,000	905,000		
General Project Information					
Estimated quantity of material to be a	recycled or reuse	d		7,500 -16,500 tons/annually	
Estimate of how much of this amount will be from out-of-state			0		
What types of materials will be recycled?			OCC, Paper, Metals, Plastics		
When will the proposed project be fully implemented?			May 2021		
How many households are in the area covered by this project?			75,000		
When was your local Solid Waste Mar	nagement Plan (S	SWMP) appro	oved?	2015	
Is the proposed project consistent with the approved SWMP?			??	Yes	
What existing recycling efforts exist in your solid waste jurisdiction?			31 drop-off Locations; curbside coll.		
What is the estimated participation rate in recycling in the area?			Undetermined		
What types of materials are currently recycled in your area?			Metals, Plastic, Paper		
Does the proposal include public education/outreach activities?			Yes		
Does the project require advance funds?			No		
Does the project area have solid waste collection service?			Yes		
If so, how many households are served?			75,000		
Is this application a regional project with more than one applicant?			Yes		
If so, who is/are the other jurisdiction(s)?			Unincorp. Bal Co & 14 Municipalities		

Project Description (Include project costs, revenues, list of and markets for anticipated recycled materials, any public education and outreach efforts, and any interaction with existing solid waste management and/or recycling infrastructure. If needed, please include additional pages or attachments.)			
recycling infrastructure. If needed, please include daditional pages of attachments.			
See Attachment A - Project Description			

List of Attachments (May include proposed contracts, requests for proposal, agreements, local SWMP revisions, recycling business plans, equipment drawings, outreach materials, or other documents related to the proposed recycling/waste minimizations project or program)

Attachment A - Project Description
Attachment B - Preliminary Equipment Layout
Attachment A - Project Description Attachment B - Preliminary Equipment Layout Attachment C - Draft Supporting Resolutions

Signature/Certification

This application is made for the activities described herein. I certify that I am familiar with the information contained in the application, have authority to enter into agreements on behalf of the applicant(s), and, do hereby certify to the best of my knowledge and belief, this information is true, complete, and accurate.

Billin Jo Underword	Baldwin County Commission Chairman	2/27/2020		
Responsible Official Signature	Title	Date Signed		
Honorable Billie Jo Underwood	Baldwin County Commission			

Honorable Billie Jo Underwood

Responsible Official Name (Printed/Typed)

Lead Applicant Name/Entity

Submit three copies of this application, with original signatures, and all attachments to:

Recycling Unit - Solid Waste Branch Land Division Alabama Department of Environmental Management P O Box 301463 Montgomery, AL 36130-1463

Project Description:

The applicants (the Baldwin County Commission with its municipalities signed on to the County's Solid Waste Management Plan) are proposing to construct and operate a regional Single-Stream Material Recovery Facility (MRF) located adjacent to the Magnolia Landfill in Summerdale, Baldwin County, AL. It is anticipated that the Baldwin County Commission will construct a Material Recovery Facility to be operated by the Baldwin County Solid Waste Department. Other participating entities will continue to operate collection programs within their respective jurisdictions and provide curbside collection and/or drop-off locations for recyclables at various locations throughout Baldwin County.

Following collection, material will be transported to the proposed Magnolia Recycling Center where it will be sorted using a combination of automated and manual sorting through a single stream system process designed to operate at an initial capacity of 2.5 tons per hour with an ultimate capacity of 8 tons per hour.

The sorting process is expected to yield the following marketable products:

- Cardboard
- Mixed Paper
- Ferrous Metals (steel and tin)
- Aluminum
- #1 and #2 Plastics
- Mixed Plastics (3 through 7)

Following the sorting process the material will be baled and marketed for transport and sale. Residue will be disposed of at the Magnolia Sanitary Landfill adjacent to the Facility.

The following equipment is proposed for grant funding:

Phase 1:	
Equipment:	Purpose:
Metering Bin, Drum, and In-feed conveyor	Control feed rate for optimal processing of material
Initial Manual Sort Line	Remove bulky material and rigid plastic separation
OCC Screen/Ballistic Separator	Carboard Recovery

Phase 2:	
Equipment:	Purpose:
Glass Breaker and Transfer Conveyor	Reduce and re-size glass fraction prior to manual
	sorting
Cross Belt Magnet	Ferrous Metals
Mixed Plastics Manual Sort Line with Bins and	Plastics 1 and 2, Plastics 3-7, Mixed Paper, Residue
Conveyor	
Eddy Current Separator	Aluminum
Marathon Baler (Existing)	Material densification and transport

Anticipated Revenues:

Facility revenues will be generated through agreed upon tipping fees and the sale of marketable recovered commodities, which are generated through the sorting facility process. As proposed these are expected to include:

- Cardboard
- Mixed Paper
- Ferrous Metals
- Aluminum
- #1 and #2 Plastics
- Mixed Plastics (3 through 7)

Based on current pricing of marketable material, the Facility is estimated to generate between \$165,000 and \$200,000 annually.

Operational Plan:

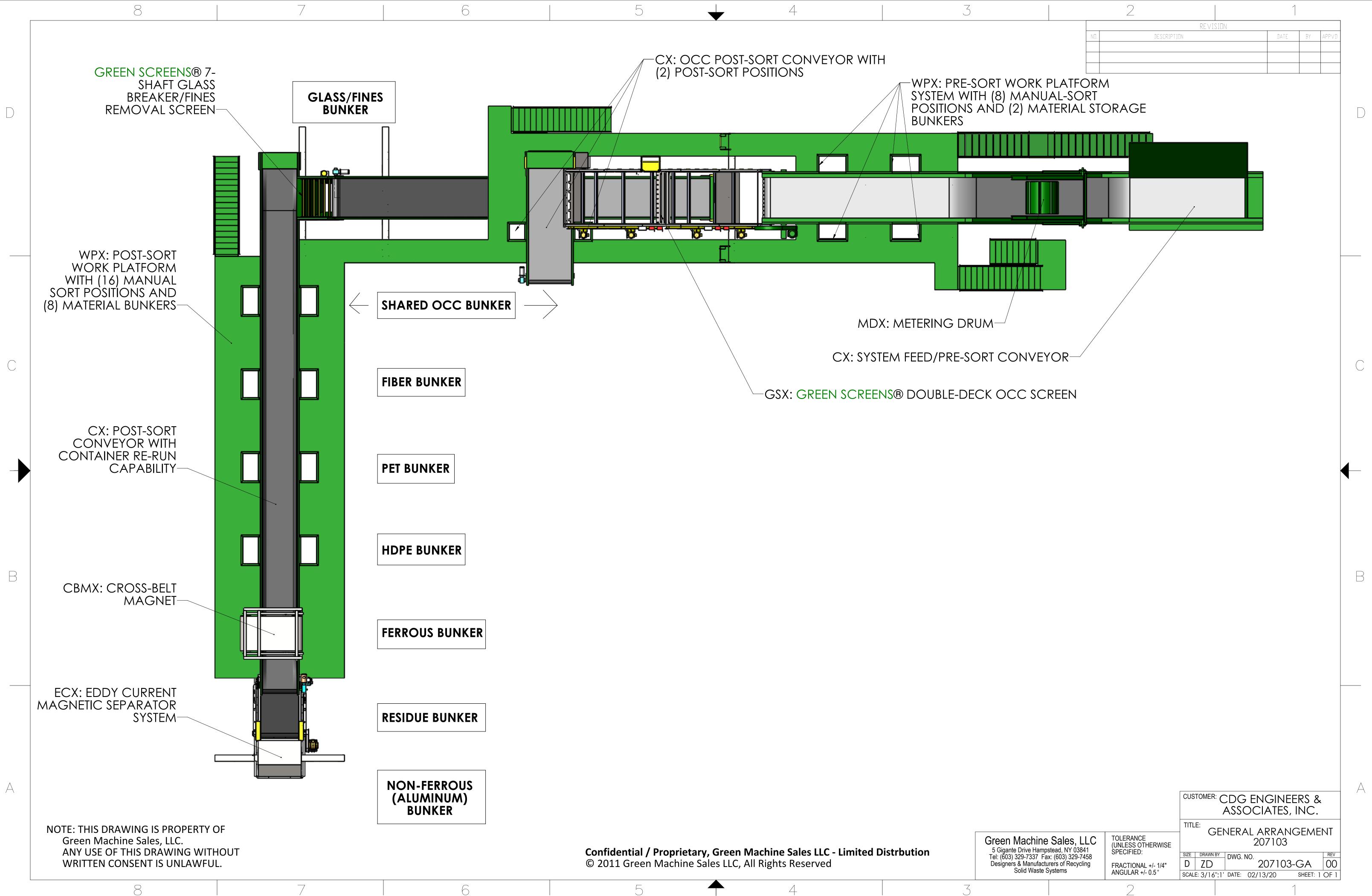
As mentioned previously, the Magnolia Recycling Center will be constructed by the Baldwin County Commission on land adjacent to the Magnolia Sanitary Landfill. The facility will be operated by the Baldwin County Solid Waste Department using existing labor forces in combination with Baldwin County Work-Release candidates to complete the sorting process.

The proposed sorting process is described as follows:

- 1. In-bound material will be emptied onto the tipping floor where Facility personnel will remove bulky and reject material prior to loading into the Metering Bin.
- 2. Material will be loaded into the Metering Bin for conveyance to the Initial Sorting Line.
- 3. Facility personnel on the initial sorting line will remove remaining "rejects" and bulky materials which could impact automated processing operations.
- 4. Material will enter the OCC Screen where cardboard will be separated and conveyed to a cardboard bunker for further processing.
- 5. Material will be conveyed to a glass breaker for size reduction prior to Primary Manual sorting.
- 6. A cross-belt magnet will convey ferrous metal into a bunker for accumulation and baling.
- 7. Plastics 1,2, and 3-7 will be sorted on the Primary Manual Sort Line.
- 8. Mixed Paper will be sorted on the Primary Manual Sort Line.
- 9. Eddy current separation will be utilized to sort aluminum which will be accumulated in a bunker for accumulation and baling.
- 10. Remaining residues will be collected in a "roll-off" bin and transported to the Magnolia Sanitary Landfill for disposal.

Consistency with Existing Solid Waste Management and Recycling Infrastructure:

The proposed plan will work in conjunction with existing recycling efforts noted for the contributing agencies. A primary benefit of the program will be the savings associated with hauling single-stream recyclables out of state for processing.



		TITL				
en Machine Sales, LLC gante Drive Hampstead, NY 03841 603) 329-7337 Fax: (603) 329-7458 gners & Manufacturers of Recycling Solid Waste Systems	TOLERANCE (UNLESS OTHERWISE SPECIFIED:	207103				
	SFEGIFIED.	SIZE	DRAWN E	^{BY} DWG.	NO.	
	FRACTIONAL +/- 1/4" ANGULAR +/- 0.5 °	D	ZD		207103	-GA
		SCALI	5:3/16	':1' DATE:	02/13/20	SHEET

Resolution 2020 - XXXX

Support and Commitment for a Baldwin County Recycling Cooperative

WHEREAS, the City of XXXXX, through a dynamic Recycling Program, recognizes the importance of protecting and preserving our natural resources, and works to make the world a better place by adopting conscientious living habits that will improve our daily lives and bring about a cleaner, safer and healthier environment; and

WHEREAS, the City of XXXXX has undertaken many positive and successful waste reduction programs that have helped make XXXXX a recycling leader, however, we can further reduce waste and recycle even more; and

WHEREAS, although there has been a significant increase in the amount of recycling in XXXXX we must continue to focus on other initiatives such as waste reduction, composting, the reuse of products and materials, and purchasing recycled products and packaging; arid

WHEREAS, by encouraging businesses, County and State agencies, nonprofit organizations, schools, citizens and visitors to actively recycle we can further promote recycling as an environmentally efficient and economically smart way of life; and

WHEREAS, local community and county recycling leaders have come to the realization that we have advanced our individual recycling programs in our respective communities as far as possible as separate stand-alone franchises; and

WHEREAS, being reliant on third-party, out-of-state recycle processors/brokers/buyers has become costly, inefficient and unsustainable for the long-term success of each municipality and the County's respective Recycling Program; and

WHEREAS, local community and county recycling leaders have come together to join in a discussion of a concentrated cooperative effort to share resources to maximize the environmental and economic value of county-wide recycling; and

WHEREAS, local community and county recycling leaders, working together, will need to conduct a feasibility study and develop a draft business plan for the possibility of forming a Baldwin County Recycling Cooperative; and

WHEREAS, the City of XXXXX desires to work with Baldwin County Solid Waste as the lead agency along with the cities and towns of Daphne, Fairhope, Foley, Bay Minette, Orange Beach, Gulf Shores, Robertsdale, Loxley, Summerdale, Silverhill, Elberta, Magnolia Springs, Perdido Beach and Spanish Fort to expedite the critical need to maximize our recycling efficiency and commodity value through a cooperative effort.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF **XXXXX, ALABAMA** that:

- 1. It supports the concept of a Baldwin County Recycling Cooperative.
- 2. Authorizes City Staff to work with Baldwin County and our sister communities to conduct a feasibility study, develop a business plan for an effective and productive county-wide recycling cooperative.
- 3. Commits and acknowledges that the service to be provided by the Baldwin County Solid Waste Department will be an operating expense to be funded by a published tipping fee not to exceed the disposal rate of household garbage. However, market fluctuations and conditions will need to be evaluated and recognized on an ongoing basis to determine the level of service the MRF can support.
- 4. Report back its findings for possible future legislative action.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF XXXXX, ALABAMA, THIS _____ DAY OF _____, 2020.

Name: <u>Mayor</u>

ATTEST:

Name: ______

City Clerk



Agenda Action Form

File #: 20-0867, Version: 1

Item #: BM1

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Adria Cian Harrison, Clerk/Treasurer Submitted by: Makayla Shiver, Jr. Staff Accountant

ITEM TITLE

Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. Member Longevity Bonus

STAFF RECOMMENDATION

Related to the Association of County Commissions of Alabama (ACCA) Liability Self Insurance Fund, Inc. Member Longevity Bonus, take the following actions:

1) Adopt and authorize the Chairman to execute Resolution #2020-064, in agreement with Baldwin County's continued participation in the Liability Fund for an additional three (3) year period beginning on January 1, 2021, and concluding on December 31, 2023; and

2) Authorize the Chairman to execute the Participation Agreement between the Baldwin County Commission and ACCA. The term of this agreement shall be for the period beginning on the date executed or at 12:01 a.m. on January 1, 2021 (whichever date is later), and ending at 12:01 a.m. on January 1, 2024.

BACKGROUND INFORMATION

Previous Commission action/date: 02/21/2017

Background: To promote the long-term growth of the Fund and to provide participating members with additional financial assistance during this budget year, the Fund's Board of Trustees has approved two distributions to the participating members. First, a refund of investment earnings will be distributed to all Fund participants in early 2019. Secondly, the Board has established a one- time "Longevity Bonus" for county commissions equal to 15 percent of their 2019 liability premium-contribution.

Baldwin County's share of the investment refund will be provided following the receipt of its 2019 premium contribution payment. Additionally, each County Fund Member will receive the Longevity Bonus on May 1, 2019, provided it adopts a Resolution expressing its intent to participate for the new contract year and executes the attached Participation Agreement.

File #: 20-0867, Version: 1

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? $\ensuremath{\mathsf{YES}}$

Reviewed/approved by: Brad Hicks, County Attorney (sent for review on 02/19/2020) - review in progress and to be completed prior to meeting date.

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: Yes, must be returned by March 15, 2020

Individual(s) responsible for follow up: ACCA Participation Agreement and copy of the Approved Resolution should be returned to the ACCA by March 15, 2020, in order to ensure the receipt of the longevity bonus on May 1, 2020.

Action required (list contact persons/addresses if documents are to be mailed or emailed): ACCA Longevity Self-Insurance Fund Post Office Box 5040 Montgomery, Alabama 36103-5040

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION # 2020-064 OF THE BALDWIN COUNTY COMMISSION

WHEREAS, Baldwin County is a member of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. ("Liability Fund") for the contract period ending December 31, 2020; and

WHEREAS, the County's participation in the Liability Fund has been a significant benefit to the County since becoming a member; and

WHEREAS, the representation and service provided by the Liability Fund continues to be in the best interest of Baldwin County and its officials and employees; and

WHEREAS, Baldwin County would benefit by agreeing to extend its participation in the Liability Fund for an additional three-year period beginning January 1, 2021 and concluding on December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Baldwin County Commission that it renews its participation in the Liability Fund for calendar year 2021 through 2023 and hereby directs its Chair to immediately execute the 2021-2023 ACCA Liability Self-Insurance Fund, Inc. Participation Agreement.

Adopted this the 3rd day of March 2020.

Billie Jo Underwood, Chairman Baldwin County Commission

ATTEST:

Wayne Dyess, County Administrator Baldwin County Commission



PARTICIPATION AGREEMENT

Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc.

> Participant: Baldwin County Commission ACCA LSIF-PA 2021

PARTICIPATION AGREEMENT

This Contract and Participation Agreement entered into by and between the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc., a non-profit corporation organized under the laws of the State of Alabama (hereinafter referred to as "Fund" or "Liability Fund"), and the undersigned County or County entity of the State of Alabama (hereinafter referred to as "Participant"), for the purposes of providing liability and/or property coverages prescribed by the Fund's Liability Coverage Document and any Endorsements thereto and, if offered, Property Coverage Document and any Endorsements thereto.

WITNESSETH:

The undersigned Participant, in consideration of the creation of the Fund to provide liability and property coverages and in further consideration of the other Participants executing identical Participation Agreements, does hereby agree to become one of the members of the Fund. The conditions of membership agreed upon by and between the parties are as follows:

Definition of terms used in this Participation Agreement:

- A. Board the Board of Trustees of the Liability Fund.
- B. Fund Year January 1 through December 31.
- C. Service Company Any firm, entity or individual retained by the Board to manage the Fund's day-to-day activities, which may include administration, claims management, risk management, education, marketing, etc., as may be directed by the Board.
- D. Coverage Documents the Liability Coverage Document and the Property Coverage Document of the Association of County Commissions of Alabama Liability Self-Insurance Fund, Inc. and any applicable endorsements that set forth in detail the coverages provided.
- E. Incurred But Not Reported (IBNR) an incident or occurrence that has taken place but on which no claim has been reported in writing to the Service Company.
- F. Claim a report of injury, damage or loss involving potential liability arising out of an occurrence, offense, error or omission, or accident that takes place during the coverage period and is reported in writing to the Service Company during the coverage period.
- G. Participant one of the sixty-seven counties in the State of Alabama, any entity created by the County Commission of a county or a separately incorporated county-related entity when the county or entity is the Participant named on the front of this Agreement. A separately incorporated county-related entity or a public official and his or her department of a county that is not a Participant may become a Participant, but only upon approval of the County and the Board upon such terms and conditions as established by the Board.

1. <u>Term of Contract</u>

Unless sooner terminated by the Board, the term of this Contract shall be for a period beginning on the date executed or at 12:01 a.m. on January 1, 2021 (whichever date is later), and ending at 12:01 a.m. January 1, 2024.

2. First Year Contribution/Premium

Initial first year contribution/premium of any new Participant will be determined by the Fund. If coverage begins after January 1 of any year, the first-year contribution/premium will be pro-rated.

3. Subsequent Contribution/Premium Experience Rating

The Fund reserves the right when applicable to use as a guide for future contributions/premiums an experience rating plan to be prescribed by an actuarial firm and to calculate for each Participant its individual experience rating when earned in accordance with the provisions of such experience rating plan.

4. <u>Contribution/Premium Payment</u>

All contributions/premiums are due on or before the inception of coverage and each year thereafter as set by the Board until the termination of the contract period. The Board may from time to time establish a policy for payment of contributions/premiums including a provision for a late payment penalty.

5. <u>Reporting of Claims</u>

If a claim or suit is filed against the Participant, or its covered officers, agents or employees, the Participant shall immediately forward the same to the Service Company.

6. <u>Cooperation with Risk Management Recommendations</u>

The Participant agrees that it will cooperate in instituting any and all reasonable safety regulations and/or risk management recommendations that may be recommended for the purpose of eliminating or minimizing hazards that would contribute to liability or property losses. In the event that the recommendations submitted by the Service Company on behalf of the Fund seem unreasonable, the Participant has a right to appeal to the Board and the decision of the Board shall then be final.

7. Liability Coordinator

The Participant agrees that it will appoint a Liability Coordinator for the Participant and that the Fund and its service company shall not be required to contact any other person. Any notice to the Liability Coordinator shall be considered notice to the Participant. The Participant reserves the right, however, to change the coordinator from time to time by giving written notice to the Fund and to the service company at least ten (10) days prior to the effective date of the change.

8. Claims and Legal Counsel

The Fund, through the Service Company employed by the Fund, agrees to handle any and all covered claims after notice has been given, and to provide a defense. It shall carry on all negotiations with the injured claimant or his or her attorney at the onset and negotiate within authority previously granted by the Fund. If a personal appearance by an employee of the Participant is necessary, the expense of this appearance will be paid by the Participant. In a manner directed by the Board, legal counsel will be retained on behalf of and at the expense of the Fund necessary for the defense of any litigation.

9. Legal Defense and Cooperation

The Participant hereby agrees that any covered suit brought against the Participant shall be defended in the name of the Participant by the attorney or attorneys selected in a manner directed by the Board. Full cooperation by the Participant shall be extended to supply any information necessary or helpful in such defense. The Participant further agrees to cooperate with the Fund in the investigation and settlement of the claim or defense against the suit. The County Attorney may be requested to provide defense assistance but shall not have the responsibility or authority to settle or otherwise direct any litigation without approval of the Service Company or the Board.

10. Fund Experience

Every year, the Fund or the Service Company will endeavor to supply to each Participant a printout involving a statement of claims, claims status, and activity report cumulative for each Fund year. The disclosure of certain information about claims may be withheld, limited or conditioned to prevent claimants who may work for the Participant from having access to that information.

At least annually, the Board will carefully review, study and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Participants, the pro rata cost to the Fund resulting from overall loss experience attributed to each Participant and the pro rata portion of the cost of reinsurance, if any, as well as the pro rata allocation, as determined by the Board, of the other and necessary administrative expenses of the Fund, in order to reasonably determine that actual pro rata cost, expense, and loss experience of each Participant for the purpose of determining future contributions/premiums and refunds of contributions/premiums, if any. Individual claims against each Participant may be capped at a certain limit for purposes of determining the experience of each Participant with the excess shared among all Participants.

11. Assessments

Due to the nature of a self-insurance fund, the Fund reserves the right to assess Participants' amounts, in addition to contributions/premiums, as may be necessary for the protection of its Participants. If, at any time, in the opinion of the Board, the assets of the Fund become insufficient to enable the Fund to discharge its obligations, including but not necessarily limited to, payment of all due damages and losses, maintenance of reserves for claims which have occurred and have been reported, maintenance of reserves for claims which have occurred and not been reported, expenses due and reasonable expenses forthcoming, the Fund shall have the right to assess each Participant member participating in the plan during any part of a year during which an insufficiency may exist such amount as, in the opinion of the Board, is required to correct the insufficiency.

Each Participant's assessment shall be computed by the Board and may have the same ratio to the total assessment amount as the Participant's earned contribution/premium of the Fund during the twelve months preceding the assessment. A Participant's earned contribution/premium shall be the pro rata portion of contributions/premiums paid by it for the period during which its Agreement with the Fund was in effect.

Any assessment shall be a legal debt and obligation of the Participant and shall be due and payable when written notice of the assessment is received. However, the Board may allow up to twelve months for payment of any assessment in accordance with such guidelines as it may establish.

12. Assets of the Fund

All assets in the Fund, including any surplus which the Fund may have accrued since the Fund's inception, shall remain the property of the Fund at all times subject to the decisions of the Board. No Participant has the right to seek distribution or withdrawal of any surplus or investment earnings which the Fund has accrued.

13. **Refunds, Dividends and Other Distributions**

The Fund may, from time to time, at the discretion of and upon such terms and conditions prescribed by the Board, make a refund, dividend or other distribution from part of the Fund's surplus or from investment earnings. Such distributions may be limited to certain years of participation. Consideration may be given to the loss experience and years of participation of Participants. The Participant agrees that the decisions of and procedures adopted by the Board affecting refunds, dividends or any other distribution, and the manner of computing such refund, dividend or other distribution shall govern in all instances for the making of any distribution by the Fund. No Participant shall be entitled to or have the right to receive any refund, dividend or any other distribution that may be approved by the Board from any of the surplus or investment earnings if such Participant is not a member of the Fund at the time such refund, dividend or distribution is approved by the Board or if such Participant is not a member of the Fund at the time such refund, dividend or distribution is approved by the Board or distribution.

14. Withdrawal by Participant from the Fund

a. Withdrawal at End of Contract

Any Participant may withdraw from the Fund at the end of the term of this contract by giving at least sixty (60) days notice in writing to the Board of its desire to so withdraw. Written notice must include a certified copy of the minutes of the meeting where the governing body voted to withdraw from the Fund. If notice is not given as prescribed herein, this Agreement will automatically renew for another three (3) year period of time.

All claims reserves, at all times, are the property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Participant, all pending or open claims which have been reported to the Fund (or its Service)

Company) by the Participant will continue to be obligations of the Fund. The Fund shall not be responsible for any new or incurred but not reported claim(s) after the withdrawal of the Participant.

b. Withdrawal During a Contract Commitment

Each Participant is obligated and commits itself to remain as a member of the Fund for the term of this contract period. All claim reserves are recognized as property of the Fund. At no time may any Participant withdraw the claim reserves. Unless otherwise agreed to in writing by the Fund, if a Participant withdraws from the Fund during this contract commitment, such withdrawal shall be considered a breach of this agreement and all pending or open claims regardless of whether the same have been reported to the Fund (or its Service Company) by the Participant or remain unreported, shall become the obligation of the Participant. The Fund shall cease to process all such claims. The Fund shall cease to defend and/or shall withdraw from any defense of litigation pending regarding such claims, and the defense, settlement and indemnity of such claims or litigation shall become the sole responsibility and obligation of the member Participant so withdrawing. The Fund shall not service any new or incurred but not reported claims after the withdrawal of the Participant. However, all claims on which a prior written agreement to settle shall have been executed by the Fund or on which a prior judgment shall have been entered, shall not be considered pending or open, and the Fund shall honor such agreements and/or judgments.

15. Limitation or Cancellation of Coverage by the Fund

a. Non-payment of Contribution/Premium

In the event that the Participant fails or refuses to make the payments of contributions/premiums, the Fund reserves the right to treat such non-payment as a breach of the agreement and terminate the membership of such Participant by giving ten (10) days written notice. The Fund further reserves the right to collect any and all contributions/premiums that are earned on a short rate basis for the period preceding such contract termination. Any Participant whose membership is terminated hereunder shall be considered to have withdrawn during the three-year contract commitment and shall be subject to the provisions of paragraph 14.b. above.

b. Any Other Reason

The Fund reserves the right to condition, limit, modify or cancel coverage afforded in the Coverage Documents, in whole or in part, as to any member Participant if, in the opinion of the Board, such is in the best interests of the Fund as a whole. Grounds for conditioning, limiting, modifying or canceling coverage include the violation by any member of any duty or obligation under the Coverage Documents or this Participation Agreement. Written notice of such change in coverage will be mailed or delivered at least thirty (30) days before the effective date of such change.

16. Inspections and Surveys

The Fund, at its option, may inspect and survey the Participant's records, property and operations at any time. It is understood and agreed that these inspections and surveys are for

the Fund's benefit only, and shall not constitute an undertaking by the Fund to determine or warrant that the Participant's property or operations are safe or healthful, or comply with any law, rule, regulation, code or standard. Any and all reports which may be issued following an inspection or survey are issued for the Fund's benefit. Such reports are not warranties but they could affect the Participant's coverage. Failure to respond or follow these reports may be considered by the Fund in calculating contributions and determining whether to condition, limit, modify or cancel coverage afforded in the Coverage Documents.

17. Waiver of Uninsured Motorist Coverage

As a self-insurance fund, the Fund is not subject to the provisions relating to uninsured motorist coverage under Alabama law. By participating in the Fund, the Participant is expressing its desire not to receive uninsured motorist coverage and to waive such coverage.

18. Agreement to Abide by the Bylaws

The Participant agrees to abide by the Bylaws of the Fund as adopted by the Board of Trustees of the Liability Fund.

19. <u>Audit</u>

The Fund agrees that all Fund transactions will be annually audited by a certified professional accounting firm

20. Actuarial Valuation

The Fund will have an actuarial valuation of reserves performed each year to audit the adequacy of reserves and contributions/premiums.

21. Nonwaiver of Rights, Immunities and Defenses

No Participant, by participating in this agreement and contributing thereto, shall by its actions be deemed to have waived any rights, immunities or defenses granted it by laws of the State of Alabama, nor shall any officer, agent or employee of such Participant or sheriff or employee of the sheriff by virtue of his/her being covered be deemed to have waived any rights, immunities or defenses available to him/her by the laws of the State of Alabama. The Fund, however, by defending such Participant or any official or employee, shall be entitled to use any and all such rights, immunities and defenses on behalf of such entity/person defended.

22. No Independent Interest in the Fund

All monies, assets, interest and property held by the Fund pursuant to this Participation Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Participant and shall not be subject or applied to the debts, obligations or liabilities of the Participant, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Participant shall have no independent interest in, or right to, the assets held by the Fund, and it is the intention of the parties to this Participation Agreement that the Participant's entry into and participation in the Fund shall extinguish and remove all of the Participant's interest in the Fund under the Bankruptcy Code or similar laws.

23. Nature of Fund

Each Participant agrees that by executing this Participation Agreement, it understands and agrees that the Fund is simply a legal vehicle by which each member Participant has joined together in providing self-insurance liability and property programs under the provisions of Ala. Code § 11-30-1, *et seq.*, as amended by Act 2015-53, and as may be further amended. Under no circumstances shall said Fund be deemed to be an insurance company.

IN WITNESS WHEREOF, the parties hereto execute this Participation Agreement this the _____ day of _____.

FUND: ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA LIABILITY SELF-INSURANCE FUND, INC.

By _____

ACCA LSIF Representative

PARTICIPANT: _____

Ву ___

Chairman of the County Commission or Director of the County Entity The Participant's Liability Coordinator, as noted in Item 7 - Page 2, is as follows:

NAME:(Please Print)
TITLE:
ADDRESS:
CITY: ZIP:
TELEPHONE:
EMAIL:
EMAIL:

NOTE: Please return this signed Participation Agreement in its entirety to the **ACCA LSIF**, **P.O. Box 5040**, **Montgomery**, **AL 36103-5040**. An executed copy will be sent to the Liability Coordinator named above.



Agenda Action Form

File #: 20-0870, Version: 1

Item #: BM2

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Cian Harrison, Clerk/Treasurer Submitted by: Cian Harrison, Clerk/Treasurer

ITEM TITLE

County Levies for Alcohol Licenses

STAFF RECOMMENDATION

Adopt the following Alcohol Beverage Control (ABC) county license fees for upcoming Fiscal Year 2020-2021 and authorize the Chairman to execute the attached ABC form stating the adopted county license fees.

230 International Motor Speed way

\$ 440.00

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission annually adopts a levy for county alcoholic beverage license fees for the upcoming fiscal year. The State ABC Board collects these fees and remits them to the County which are deposited into the General Fund. Prior year amounts are as follows:

010 Lounge Retail Liquor - Class I 011 Lounge Retail Liquor - Class II 020 Restaurant Retail Liquor	\$ 440.00 \$ 440.00 \$ 440.00
031 Club Liquor - Class I	\$ 440.00
032 Club Liquor - Class II	\$ 1,111.00
040 Retail Beer (On or Off Premises)	\$ 75.00
050 Retail Beer (Off Premises Only)	\$ 75.00
060 Retail Table Wine (On or Off Premises)	\$ 75.00
070 Retail Table Wine (Off Premises Only)	\$ 75.00
080 Liquor Wholesale	\$ 731.50
090 Wholesale Beer Only	\$ 275.00
100 Wholesale Table Wine Only	\$ 275.00
110 Wholesale Table Wine & Beer	\$ 375.00
120 Warehouse License	\$ 291.50
130 Additional Warehouse	\$ 100.00
140 Special Events Retail	\$ 233.00
150 Special Retail - 30 Days or Less	\$ 147.00
160 Special Retail - More Than 30 Days	\$ 380.00
170 Retail Common Carrier	\$ 233.00

There are 25 types of ABC licenses. For two (2) of them, the law allows for no county license fee. For ten (10) of them, the county license fee is at the legal maximum of one-half of the state license fee. There is no maximum county license fee set by law for the remaining 13 licenses.

In Fiscal Year 2019-2020 the County increased the following license fees:

- 050 Retail Beer (off Premises Only) increase by \$25 bringing the fee to \$75
- The remaining licenses not restricted by law were increased by 10%.

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: April 10, 2020

Individual(s) responsible for follow up: Finance & Accounting, Clerk Treasurer, Administrative Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed): Request the Chairman to sign the Adopted 2020-2021 levies and Administration Staff to send signed forms to the ABC Board by April 10, 2020.

Attn: Courtney Craig Alabama Alcoholic Beverage Control Division 2715 Gunter Park Drive West Montgomery, Alabama 36109

Additional instructions/notes: N/A



Alabama Alcoholic Beverage Control Board Licensing and Compliance Division

2715 Gunter Park Drive West Montgomery, AL 36109 Phone: 334-213-6300 Fax: 334-213-6322

February 3, 2020

MEMORANDUM

To: All Wet County Commissions

From: Summer Childers Licensing and Compliance Division Director

Subject: County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses. In order for this program to be set up for fiscal year 2020-2021, the <u>attached form must</u> <u>be completed</u> listing all amounts set by your county in column three (3). <u>If your county</u> <u>does not wish to make changes to the fees for a particular license type, please</u> <u>indicate that by writing "no change".</u>

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

<u>Type</u>	Maximum County Fee
Retail Beer (On or Off Premises)	\$75.00
Retail Beer (Off Premises Only)	\$75.00
Retail Table Wine (On or Off Premises)	\$75.00
Retail Table Wine (Off Premises Only)	\$75.00
Wholesale Beer Only	\$275.00
Wholesale Table Wine Only	\$275.00
Wholesale Table Wine and Beer	\$375.00
Additional Warehouse Wine or Beer or Both	\$100.00
Importer	\$250.00
Brewpub	\$500.00

Please supply us with this information no later than <u>April 10, 2020</u>. This form must be signed by an authorized county official. Please return your completed document to <u>Courtney.Craig@abc.alabama.gov</u> or mail to the address above. If there are any changes in your contact information, it is your responsibility to notify the ABC Board as soon as possible.

Received by:

County: _____

COUNTY (02) BALDWIN 2020-2021

	*FILING	STATE LICENSE		RENEWAL	
TYPE LICENSE & CODE	FEE	FEE	FEE	TOTAL	
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$ 50.00		\$ 440.00	\$ 740.00	
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	\$ 50.00	\$300.00		\$ 740.00	\$ 790.00
020 - RESTAURANT RETAIL LIQUOR	\$ 50.00	\$300.00		\$ 740.00	\$ 790.00
031 - CLUB LIQUOR - CLASS I	\$ 50.00	\$300.00		\$ 740.00	\$ 790.00
032 - CLUB LIQUOR - CLASS II	\$ 50.00	\$750.00	\$ 1,111.00	\$ 1,861.00	\$ 1,911.00
** 040 - RETAIL BEER - (ON OR OFF PREMISES)	\$ 50.00	\$150.00	\$ 75.00	\$ 225.00	\$ 275.00
** 050 - RETAIL BEER (OFF PREMISES ONLY)	\$ 50.00	\$150.00	\$ 75.00	\$ 225.00	\$ 275.00
** 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$ 50.00	\$150.00	\$ 75.00	\$ 225.00	\$ 275.00
** 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$ 50.00	\$150.00		\$ 225.00	\$ 275.00
080 - LIQUOR WHOLESALE	\$ 50.00	\$500.00	\$731.50	\$ 1,231.50	\$1,281.50
** 090 - WHOLESALE BEER ONLY	\$ 50.00	\$550.00	\$275.00	\$ 825.00	\$ 875.00
** 100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	\$ 50.00	\$550.00	\$275.00	\$ 825.00	\$ 875.00
** 110 - WHOLESALE TABLE WINE & BEER COMBINED	\$ 50.00	\$750.00		\$ 1,125.00	\$ 1,175.00
120 - WAREHOUSE LICENSE	\$ 50.00	\$200.00	\$ 291.50	\$ 491.50	\$ 541.50
** 130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	\$ 50.00	\$200.00			\$ 350.00
140 - SPECIAL EVENTS RETAIL	\$ 50.00	\$150.00		\$ 383.00	\$ 433.00
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	\$ 50.00	\$100.00		\$ 247.00	\$ 297.00
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	\$ 50.00	\$250.00		\$ 630.00	\$ 680.00
170 - RETAIL COMMON CARRIER	\$ 50.00	\$150.00	\$ 233.00	\$ 383.00	\$ 433.00
	Ф. <u>го</u> оо	ф <u>гоо</u> оо	. 404.00		. 074 00
200 - MANUFACTURER	\$ 50.00	\$500.00	\$ 121.00	\$ 621.00	\$ 671.00
210 - IMPORTER	\$ 50.00	\$500.00	\$ 250.00	\$ 750.00	\$ 800.00
** 220 - BREWPUB	\$ 50.00	\$1,000.00	\$ 500.00	\$ 1,500.00	\$ 1,550.00
230 - INTERNATIONAL MOTOR SPEEDWAY	\$ 50.00	\$300.00	\$ 440.00	\$ 740.00	\$ 790.00
240 - NON PROFIT - TAX EXEMPT		\$0.00	N/A	N/A	N/A

* A \$50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED:_

Authorized County Official



Agenda Action Form

File #: 20-0860, Version: 1

Item #: BN1

Meeting Type: BCC Regular Meeting
Meeting Date: 3/3/2020
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-18032 - Hawthorn, Unit 6 - Road Acceptance

STAFF RECOMMENDATION

Take the following actions regarding Subdivision Case No. S-18032 - Hawthorn, Unit 6 in Maintenance Area 300:

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

Road Name	<u>Length</u>	Asphalt Width
Lockridge Road	1089.33 ft	18 ft
Shannon's Mill Road	560.05 ft	18 ft
Rushbrook Court	431.22 ft	18 ft

2) Approve and authorize the Chairman to execute the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accept the Surety Document from the Ohio Casualty Insurance Company on behalf of Hawthorn 12, LLC in the amount of \$110,400.00 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-ofway as shown on the approved Final and "As-Built" construction plans.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On August 27, 2019, The Baldwin County Highway Department, Permit Division approved the Final and "As-Built" Construction Plans for Hawthorn Subdivision, Unit 6 (County Case S-18032) located in Foley. The required improvements have been inspected and are in accordance with the Subdivision Regulations.

File #: 20-0860, Version: 1

After review, the Highway Department requested the road lengths be updated and the final plat amended.

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 the County Attorney.

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff to have Commission Chairman and County Administrator execute Subdivision Roadway Acceptance Agreement and return signed document to Tyler Mitchell (Highway Department). Appropriate Highway Department Personnel will be notified to begin maitnenance.

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

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION

SUBDIVISION ROADWAY AND DRAINAGE IMPROVEMENT ACCEPTANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT (hereinafter referred to as "AGREEMENT"), entered into by and between <u>Hewthorn</u> (a LLC & Kelley's Walking & Excavalian (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 <u>Hawthorn</u> Unit 6 (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. <u>2714-B</u> on the <u>loth</u> day of <u>Habruary</u>, 2020, included herein by reference as if fully set forth; and

WHEREAS the OWNER further warrants that the roadways and drainage improvements within the following public rights-of-way are complete and are in compliance with all Federal, State and local laws to include minimum standards specified by, without limitation, the Baldwin County Subdivision Regulations, and that they are free from known defects and are free and clear of all liens and encumbrances (see also Exhibit D):

Roadway Name	Centerline Length of Roadway (feet)	Asphalt Width (feet)	Curbing Y/N
Lockridge Rd. Shanno's Mill Rd.	1089.33	18	N
Bushbrook Ct.	431.22	18	N
	· · · · · · · · · · · · · · · · · · ·		

(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. <u>RECITALS</u>. The above recitals and statements are incorporated as part of this AGREEMENT as if fully set forth herein.
- <u>EXHIBITS AND ATTACHMENTS</u>. 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.

- <u>OWNERSHIP</u>. 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.
- 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. <u>COUNTY ENGINEER SOLE AUTHORITY</u>. 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. <u>SURETY REQUIREMENTS</u>. 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 <u>IIO, IOO</u> made payable to the Baldwin County Commission on behalf of <u>Hawthorn 12</u>, <u>LLC</u> (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.

- <u>ENTIRE AGREEMENT</u>. 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.
- <u>SEVERABILITY</u>. 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.
- <u>NON-ASSIGNABILITY</u>. 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. <u>NON-WAIVER</u>. 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. <u>TERM AND BINDING EFFECT.</u> 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. <u>HOLD HARMLESS.</u> 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 rightsof-way prior to the execution of this AGREEMENT. This indemnification shall survive the expiration of this AGREEMENT.
- 13. <u>NO AGENCY CREATED.</u> 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.
- <u>WARRANTIES AND REPRESENTATIONS</u>. 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 <u>shall not violate</u> 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. <u>GOVERNING LAW</u>. 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. <u>NOTICE</u>. 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:

DEVELOPER: Address:

Telephone Number:

CONTRACTOR: Address:

Telephone Number:

COUNTY COMMISSION:

3657

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)

Harthorn 12 LLC
Owner Company Name
Mike Thomas, Member , OWNER=(print) / Title
OWNER (signature)
SANDRA BUNDY HARRELSON NOTARY PUBLIC State of Alabama - State at Large My Commission Expires Aug. 22, 2022
I, <u>Charles Barges</u> , Notary Public in and for said County, in said State, hereby certify that <u>Marges</u> (individual's name), whose name as <u>Member</u> , 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 <u></u> day of <u>Uttober</u> , 20 <u>19</u> .
GB BC
NOTARY PUBLIC
Hauthorn 12 222
Developer Company Name
Mike Thomas Mendeor DEVELOPER (print) / Title
DEVELOPER-(print) / Title
1 4/18/19
DEVELOPER (signature) /Date
STATE OF ALABAMA COUNTY OF BALDWIN
I, <u>VaraBusharras</u> , Notary Public in and for said County, in said State, hereby certify that <u>MRGE Thongs</u> (individual's name), whose name as MPMMer, <u>Accushan</u> 12, 44,
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.
all added to
GIVEN under my hand and official seal thisday ofday of, 20_//
1 AP AP

Form Date 04/06/2015 - Subdivision Roadway and Drainage Improvement Acceptance Agreement

9 9 - 1 1 - 3 - 4

Page 6 of 7

Kelley's Welding + Execution, Inc **Contractor Company Name** 1 Vice Presilent 1 Title 1 9/8/19 CON CONTRACTOR (signature) STATE OF ALABAMA COUNTY OF BALDWIN Notary Public in and for said County, in said State, 1.(leex (individual's name), whose name as hereby gertify that, Re Don 100- Lesdert ____, is signed to the foregoing instrument, and who's 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. October, 2019. _day of_ GIVEN under my hand and official seal this NOTARY PUBLIC SANDRA BUNDY HARRELSON NOTARY PUBLIC State of Alabama - Stale at Large My Commission Expires Aug. 22, 2022 **Baldwin County Commission** / Date **Baldwin County Commission Chairman** ATTEST: / Date County Administrator

BARTON & SHUMER ENGINEERING, LLC



3213 MIDTOWN PARK SOUTH MOBILE, AL 36606 251.219.4942 www.bartoneng.com

November 1, 2019

Mr. Tyler Mitchell Baldwin County Highway Department, Construction Manager P.O. Box 220 Silverhill, AL 36576

RE: Engineer's Itemized Cost Estimate Certification Hawthorn Subdivision, Unit 6

Dear Mr. Mitchell:

Please find attached, the Engineer's Itemized Cost Estimate for Hawthorn Subdivision, Unit 6. The estimate is for the roadway and drainage material and labor within the right-of-way and easements/common area for this development. I hereby certify that the staimate is accurate to the best of my knowledge and belief. The total for roadway and drainage work for this development is estimated to be \$276,000.

If you have any questions or require additional information please let us know.

Respectfully Submitted, BARTON & SHUMER ENGINEERING, LLC

2

David M. Shumer, P.E. Alabama P.E. No. 24109

Hawthorn Subdivision, Unit 6

Baldwin County, Alabama

Roadway & Drainage Improvements

No.	Item	Unit	Quantity	Unit Cost	Item Cost
1	MOBILIZATION	EA	1	\$14,250.00	\$14,250.00
2	SILT FENCE	LF	1140	\$5.00	\$5,700.00
3	SILT FENC CHK DAM	EA	28	\$75.00	\$2,100.00
4	CONST ENTRANCE	EA	1	\$1,800.00	\$1,800.00
5	SEEDING & MULCHING	AC	10	\$750.00	\$7,500.00
6	UNCLASSIFIED EXCAVATION	CY	11400	\$2.50	\$28,500.00
7	SAND SUB BASE	CY	5070	\$4.00	\$20,280.00
8	SAND CLAY BASE	CY	2230	\$4.00	\$8,920.00
9	FINE GRADE SAND CLAY BASE	SY	8110	\$1.50	\$12,165.00
10	DITCH GRADING	SY	12550	\$1.00	\$12,550.00
11	30" HDPE	LF	164	\$30.00	\$4,920.00
12	36" HDPE	LF	152	\$50.00	\$7,600.00
13	SLOPE PAVED HEADWALL	EA	4	\$800.00	\$3,200.00
14	RIP RAP, CL2 w/ FILTER BLANKET	TN	130	\$22.00	\$2,860.00
15	PRIME COAT	SY	5310	\$2.50	\$13,275.00
16	BIT WEARING @ 220 LB/SY	SY	5310	\$18.00	\$95,580.00
17	SOLID SODDING	SY	8500	\$4.00	\$34,000.00
18	STREET/STOP SIGNS	LS	1	\$800.00	\$800.00

Estimate of Tota	Roadway	& Drainage Cost =	\$276,000.00
	i i co ci o v ci y t	or brunnage ever	9 m / 0 / 0 0 / 0 0



MAINTENANCE BOND

BOND NUMBER -

KNOWN ALL MEN BY THESE PRESENTS, That we: <u>Hawthorn 12 LLC, 4401 Money Bayou Dr,</u> <u>Orange Beach, AL 36561</u>, (Contractor or Owner) as Principal, and <u>The Ohio Casualty Insurance Company</u>, <u>Boston, MA 02116</u>, (Surety) a corporate of the State of <u>New Hampshire</u>, as surety, are held and firmly bound unto: **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA** in the sum of <u>One Hundred Ten Thousand Four Hundred & No/100 Dollars (\$110,400.00)</u>, 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 <u>2nd</u> day of <u>October</u>, 2019.

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 Hawthorn Subdivision, Unit 6, Foley, AL

______ (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: Hawthorn 12 LLC

By: Thomas,

Surety: The Ohio Casualty Insurance Company

By: Pite Jong

Rita Jorgenson, Attorney-in-Fact Alabama License #: 3000204616

COUNTERSIGNED:

N/A

Agent: ACORA Surety & Insurance Services, LLC PO Box 506 Montevideo, MN 56265 Ph: 320-269-8546

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of]		
County of }		
	_day of	_, in the year, before me
personally comes		
to me known and known to me to be the	person who is described in a	and executed the foregoing instrument, and
acknowledges to me that he/she executed	d the same.	
		Notary Public
ACKNOWLED	GMENT OF PRINCI	PAL (Partnership)
State of]		
County of }		
On this	_ day of	_, in the year, before me
personally come(s)		
a member of the co-partnership of		,
to me known and known to me to be the	person who is described in a	and executed the foregoing instrument, and
acknowledges to me that he/she executed	d the same as the act and dee	ed of the said co-partnership.
		Notary Public
ACKNOWLEDGN	MENT OF PRINCIPAL	L (Corporation/LLC)
State of Alabana County of Balawin }		
On this <u>t</u> day of <u>Utr</u>	\mathcal{D} , in the year \mathcal{D}	09, before me personally come(s)
Mike Thomas		being duly sworn, deposes and says that
he/she resides in the City of Cherry Hausthand 12 14	<u>e beach</u> that he/she is	the <u>MenuDer</u> of the , the corporation described in and
which executed the foregoing instrument	, and that he/she signed his/	 Sectores Instruction Control statement of the statement of th



Notary Public

Bond Number



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8200919-976369

any business day

Б

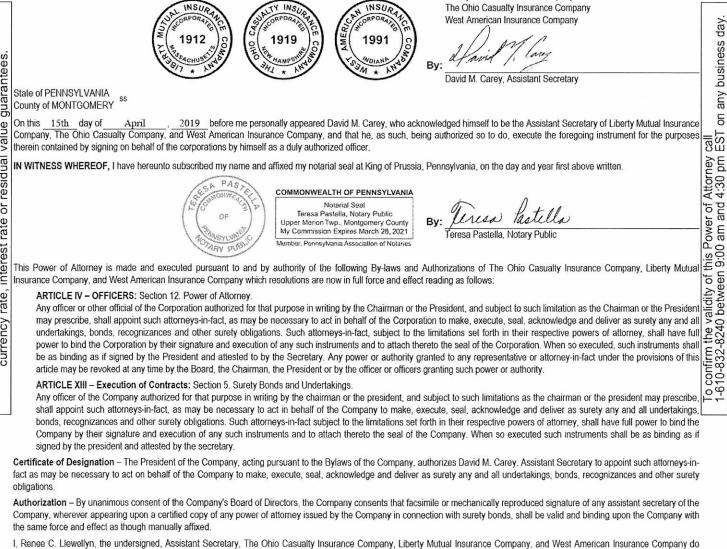
Liberty Mutual Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ronald Kaihoi, Jack Anderson, Rita Jorgenson

all of the city of state of each individually if there be more than one named, its true and lawful attorney-in-fact to make, Montevideo Minnesota execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of April 2019



hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd October 2019 day of



INSUR 1991 By:

lule

Renee C. Llewellyn, Assistant Secretary

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 2nd day of October , 2019 , before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **The Ohio Casualty Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

Keperca Sum

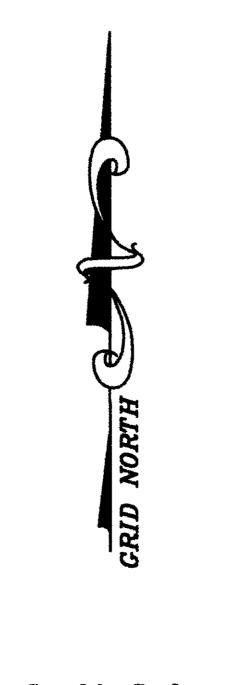
NOTARY PUBLIC My Commission Expires 1/31(2020





	DATE	
	08/19/2019	
	08/20/2019	
	08/29/2019	
`	12/04/2019	

VICINITY MAP



COUNTY ROAD NO.12 TALUS CT MEDWAY C . . (NOT TO SCALE) SITE LOCATION <u>VIIII</u> 250 feet

1'' = 60'

	CURVE TABLE			
CURVE	RADIUS	CHORD BEARING	CHORD	ARC LENGTH
C1	25.00	S45'16'32"W	35.39	39.32
C2	25.00	S45'06'27"W	35.32	39.22
C3	25.00	S45'16'32"W	35.39	39.32
C4	25.00	N68'15'11"W	18.26	18.69
C5	50.00	N72*28'55"W	42.98	44.49
C6	50.00	S55*44'32"W	44.71	46.42
C7	50.00	S06'08'19"W	38.84	39.89
C8	50.00	S60'45'12"E	35.77	36.58
C9	50.00	N72*53'34"E	42.88	44.32
C10	25.00	N68'54'49"E	18.26	18.69
C11	25.00	S44'57'16"E	35.32	39.22
C12	70.00	S45'10'14"W	99.09	110.08
C13	25.00	N68'11'48"W	18.21	18.64
C14	50.00	N86'01'24"W	63.19	68.40
C15	50.00	S36'11'03"W	31.90	32.47
C16	50.00	S32*59'55"E	44.34	45.93
C17	50.00	N84'05'27"E	59.61	63.87
C18	25.00	N68'54'49"E	18.26	18.69
C19	130.00	S74'15'49"W	64.01	64.67
C20	130.00	S46'06'09"W	62.75	63.38
C21	130.00	S17'51'03"W	63.01	63.64
C22	130.00	S04'05'15"W	8.77	8.77
C23	100.00	N45°16'32"E	157.26'	141.55'
C24	50.00	S89*40'19"E	92.73'	80.00'
C25	50.00	N00°19'41"E	64.35'	60.00'
C26	50.00	N45'16'32"E	92.73'	80.00'

UTILITY PROVIDERS:

WATER SERVICE: RIVIERA UTILITIES SEWER SERVICE: BALDWIN COUNTY SEWER SERVICE ELECTRIC SERVICE: BALDWIN COUNTY EMC TELEPHONE SERVICE: CENTURYLINK

SURVEYOR/ENGINEER:

THE WOODLANDS GROUP, LLC PO BOX 213 MONTROSE, AL 36559 JUSTIN PALMER, PLS LIC. NO. 34934

BARTON & SHUMER ENGINEERING, LI 6304 PICCADILLY SQUARE DR.#3 MOBILE, AL 36609 DAVID M. SHUMER, PE LIC. NO. 24109

DEVELOPER:

HAWTHORN 12 LLC 5138 PINE RD. ORANGE BEACH, AL 36561

DEVELOPER NOTES:

1. THE DEVELOPER HEREBY ACCEPTS RESPONSIBILITY FOR MAINTENANCE AND REPAIRS OF THEIR SPATIALLY RELATIVE PRORATED PORTION OF THE DETENTION POND SERVICING HAWTHORN UNIT 6. NO

RESPONSIBILITY IS ACCEPTED FOR MAINTENANCE AND REPAIRS TO OTHER OWNER'S SPATIALLY RELATIVE PRORATED PORTION OF SAID DETENTION POND.

2.RIVIERA UTILITIES HEREBY RESERVES A 10 FOOT ACCESS & UTILITY EASEMENT ALONG ALL SIDE PROPERTY LINES AND A 15 FOOT ACCESS & UTILITY EASEMENT ALONG ALL FRONT AND REAR PROPERTY

FLOOD ZONE DETERMINATION:

THE PROPERTY DESCRIBED HEREON IS LOCATED IN FLOOD ZONE "X" ACCORDING TO THE FLOOD INSURANCE RATE MAP, NUMBER 01003C0930M. DATED JULY 19. 2019, FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SURVEYOR'S NOTES:

1.UNLESS STATED OTHERWISE HEREON, THIS PLAT WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT (TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY. 2.REPRODUCTIONS OF THIS PLAT ARE NOT VALID UNLESS SEALED WITH AN ORIGINAL SURVEYOR'S SEAL.

3.TYPE OF SURVEY - BOUNDARY SURVEY & SUBDIVISION PLAT 4.ALL BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATION USING THE NORTH AMERICAN DATUM OF 1983. ALL DISTANCES SHOWN ARE GROUND DISTANCES. ALL MEASUREMENTS WERE MADE IN

- ACCORDANCE WITH U.S. STANDARD FEET.
- 5.THE CONCRETE MONUMENTS SET ARE REFERENCED TO THE STATE PLANE COORDINATE GRID USING NAD83 & NAVD88(GEOID12A) USING A RAPID STATIC SOLUTION AND HAVE A VERTICAL ACCURACY OF +/- 0.08'.
- 6.FIELD WORK WAS PERFORMED 08/02/19. 7.BALDWIN COUNTY WILL NOT BE RESPONSIBLE FOR MAINTENANCE OF SAID COMMON AREAS OR DRAINAGE EASEMENTS.

PROPERTY DESCRIPTION:

BEGIN AT A POINT BEING USED AS THE SOUTHWEST CORNER OF LOT 34 ACCORDING TO THE RECORD PLAT OF HAWTHORN PHASE ONE AS RECORDED ON SLIDE 2331-D IN THE OFFICE OF PROBATE RECORDS IN BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89'40'19" EAST 579.91 FEET TO A POINT; THENCE RUN NORTH 85'33'03" EAST 60.28 FEET TO A POINT; THENCE RUN SOUTH 89'38'42" EAST 155.06 FEET TO A POINT: THENCE RUN SOUTH 00"3'28" WEST 973.97 FEET TO A POINT; THENCE RUN NORTH 89'41'55" WEST 689.17 FEET TO A POINT; THENCE RUN NORTH 05°03'15" WEST 254.16 FEET TO A POINT; THENCE RUN NORTH 49'51'04" EAST 116.99 FEET TO A POINT; THENCE RUN NORTH 89'40'32" WEST 171.60 FEET TO A POINT: THENCE RUN NORTH 0013'21" EAST 640.38 FEET TO THE POINT OF BEGINNING, ALL BEING A TOTAL AREA OF 16.94 ACRES MORE OR LESS AND LOCATED ENTIRELY IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP-8-SOUTH, RANGE-3-EAST, BALDWIN COUNTY, ALABAMA.

$D \Lambda T T T T T $	CLIENT: HAWTHORN 12 LLC		
RN UNIT 6	FIELD WORK BY: JP, JF, CE, CG	DA	
) FINAL PLAT	DRAWN BY: KJ		
COUNTY, ALABAMA	CHECKED BY: JP		
P-8-SOUTH, RANGE-3-EAST	SCALE: 1"=60'		

SITE DATA:

CURRENT ZONING: RA (DISTRICT 21) MINIMUM LOT SIZE: 7,500 SF LINEAR FOOTAGE OF STREETS: 2080.6 LF +/-NUMBER OF LOTS: 48 SMALLEST LOT: 10,001 SF +/-LARGEST LOT: 20,817 SF +/-COMMON AREAS: 4.50 ACRES +/-TOTAL AREA (INCLUDING COMMON AREAS): 20.44 ACRES +/-

CONCRETE MONUMENTS SET (CMS):

"HAW1" N: 128195.01 E: 1887224.36 ELEVATION: 37.46'

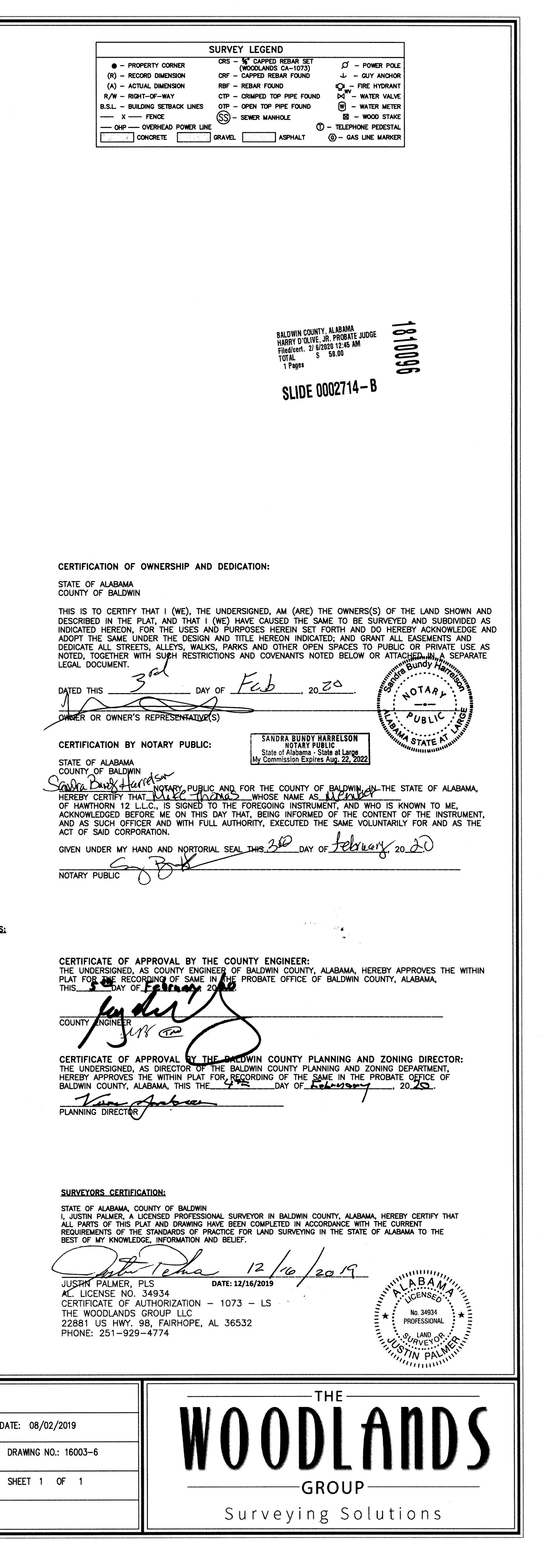
"HAW2" N: 127810.92 E: 1887222.83 (SPC83 – NAVD88)

REQUIRED SETBACKS: FRONT: 30 F REAR: 30 FT

SIDE: 10 FT SIDE STREET: 20 FT (UNLESS OTHERWISE SHOWN)

REQUIRED UTILITY EASEMENTS: FRONT: 15 FT REAR: 15 FT SIDE: 10 FT SIDE STREET: 15 FT

(UNLESS OTHERWISE SHOWN)



CERTIFICATION OF IMPROVEMENTS FOR SUBDIVISIONS

Chairman Baldwin County Planning & Zoning Commission Post Office Box 220 Silverhill, A1. 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

Name of subdivision) 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.

MES

Project Engineer Name

Project Engineer Signature

Subdivider Name

Subdivider Signature

24109

Registration Number

7/2/19

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

November 4, 2019

Joey Nunnally, P.E. County Engineer

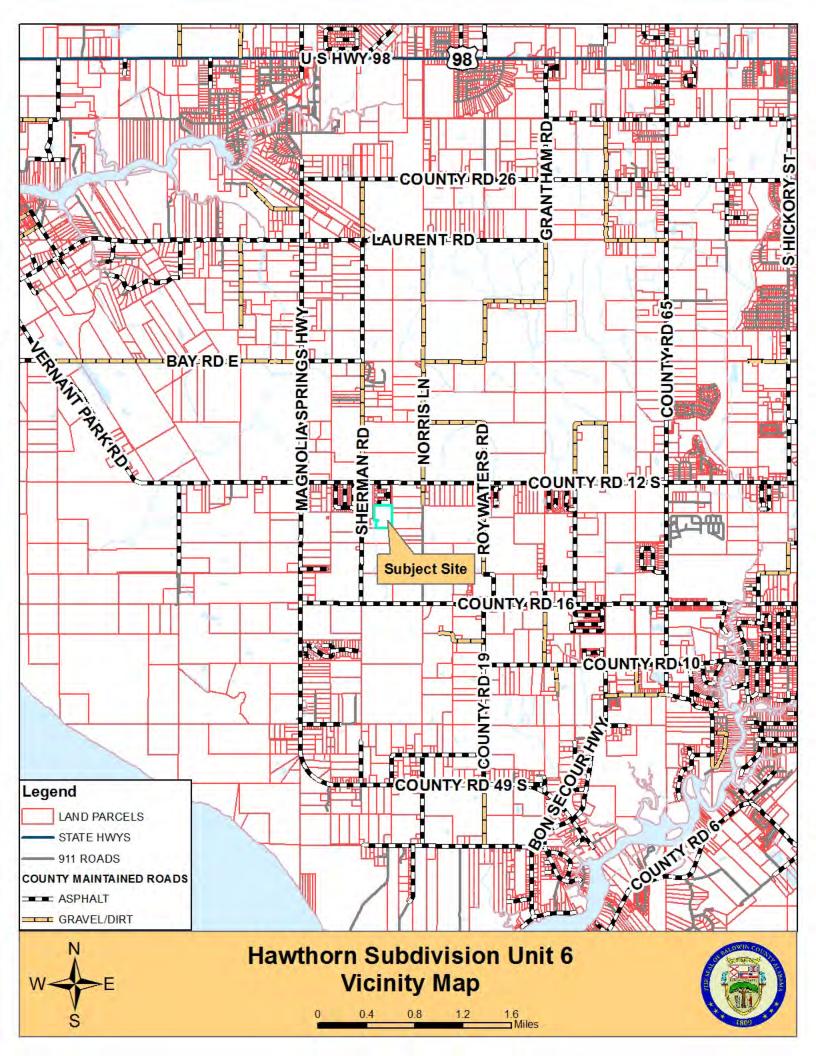
Subject: (S-18032) Hawthorn, Unit 6 - Final Plat

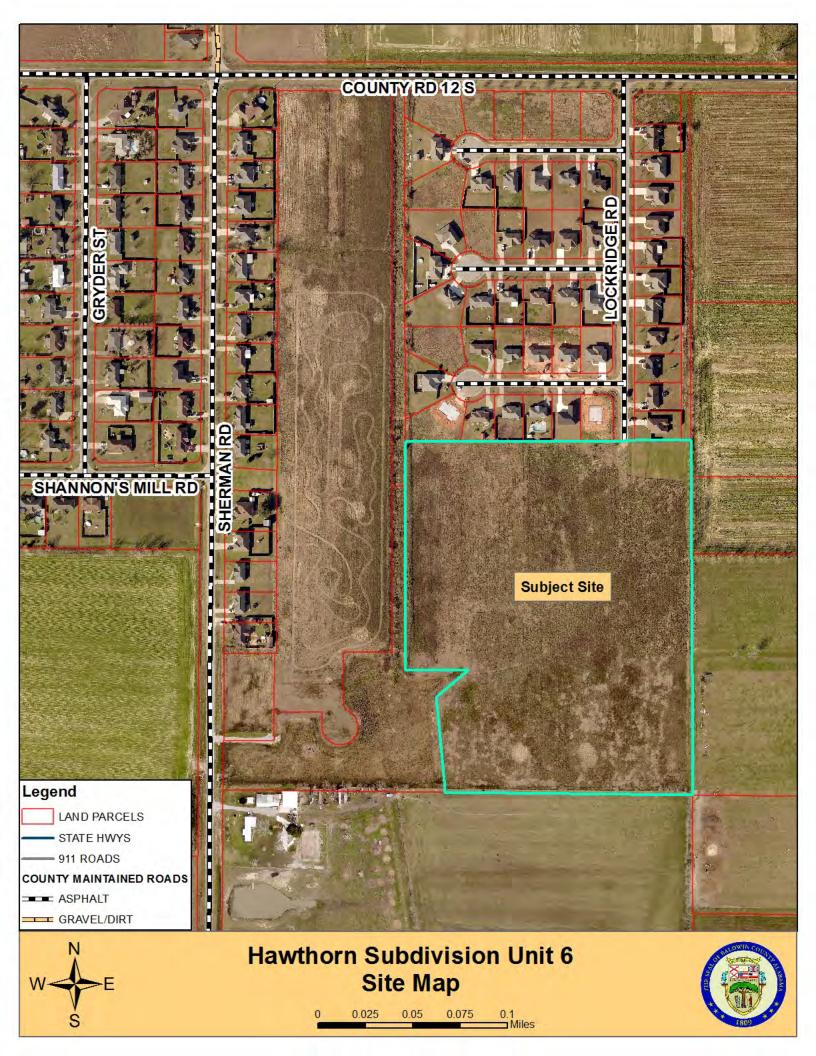
Dear Mr. Nunnally:

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







Agenda Action Form

File #: 20-0850, Version: 1

Item #: BN2

Meeting Type: BCC Regular Meeting
Meeting Date: 3/3/2020
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-18033 - Sonoma Ridge, Phase Two - Road Acceptance

STAFF RECOMMENDATION

Take the following actions regarding Subdivision Case No. S-18033 - Sonoma Ridge, Phase Two in Maintenance Area 200:

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

<u>Road Name</u>	<u>Length</u>	<u>Asphalt Width</u>
Chenin Blanc Drive	3181 ft	22 ft
Chardonnay Drive	794 ft	22 ft
Sonoma Blvd	410 ft	22 ft
Cabernet Lane	338 ft	22 ft

2) Approve and authorize the Chairman to execute the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accept the Surety Document from Granite Re, Inc. on behalf of Bill Patterson Construction, Inc. in the amount of \$292,362.43 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-ofway as shown on the approved Final and "As-Built" construction plans.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On January 8, 2020, the Baldwin County Highway Department approved the Final and "As-Built" Construction Plans for Sonoma Ridge, Phase Two (County Case S-18033) located in Silverhill. The required improvements have been inspected and are in accordance with the Subdivision Regulations.

File #: 20-0850, Version: 1

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 the County Attorney.

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff have Commission Chairman and County Administrator execute Subdivision Roadway Acceptance Agreement and return signed document to Tyler Mitchell (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:

Contact: First Horizon, Inc. 7660 Pecue Lane, Ste. 100 Baton Rouge, Louisiana 70809

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION

SUBDIVISION ROADWAY AND DRAINAGE IMPROVEMENT ACCEPTANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT (hereinafter referred to as "AGREEMENT"), entered into by and between <u>First Horizon, Inc. & Bill Patterson, Inc.</u> (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 <u>Sonoma Ridge Phase II</u> (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. <u>2715-A</u> on the <u>7th</u> day of <u>February</u>, <u>2020</u>, included herein by reference as if fully set forth; and

WHEREAS the OWNER further warrants that the roadways and drainage improvements within the following public rights-of-way are complete and are in compliance with all Federal, State and local laws to include minimum standards specified by, without limitation, the Baldwin County Subdivision Regulations, and that they are free from known defects and are free and clear of all liens and encumbrances (see also Exhibit D):

Roadway Name	Centerline Length of Roadway (feet)	Asphalt Width (feet)	Curbing <u>Y/N</u>
Chenin Blanc Drive	3,181 LF	22'	Y
Chardonnay Drive	794 LF	22'	Y
Sonoma Blvd	410 LF	22'	Y
Cabernet Lane	338 LF		Y
		1	1 77

(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. <u>RECITALS</u>. The above recitals and statements are incorporated as part of this AGREEMENT as if fully set forth herein.
- 2. <u>EXHIBITS AND ATTACHMENTS</u>. 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. <u>OWNERSHIP</u>. 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. <u>MAINTENANCE PERIOD</u>. 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. <u>COUNTY ENGINEER SOLE AUTHORITY</u>. 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. <u>SURETY REQUIREMENTS.</u> 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 <u>292,362.43</u> made payable to the Baldwin County Commission on behalf of <u>Granite Re, Inc.</u> (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, subject to this agreement, be in need of repairs as determined by County Engineer in his sole discretion, 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 the 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.

- <u>ENTIRE AGREEMENT</u>. 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. <u>SEVERABILITY</u>. 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. <u>NON-ASSIGNABILITY</u>. The PARTIES hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise dispose of any interest, rights or obligations provided or contained herein in whole or in part at any time.
- 10. <u>NON-WAIVER</u>. 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. <u>TERM AND BINDING EFFECT</u>. 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. <u>HOLD HARMLESS</u>. 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 rightsof-way prior to the execution of this AGREEMENT. This indemnification shall survive the expiration of this AGREEMENT.
- 13. <u>NO AGENCY CREATED</u>. 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. <u>WARRANTIES AND REPRESENTATIONS</u>. 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 is 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. <u>GOVERNING LAW</u>. 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. <u>NOTICE</u>. 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:	First Horizon, Inc. 7660 Pecue Lane, Ste. 100 Baton Rouge, LA 70809 225-369-6377
DEVELOPER: Address: Telephone Number:	First Horizon, Inc. 7660 Pecue Lane, Ste. 100 Baton Rouge, LA 70809 225-369-6377
CONTRACTOR: Address: Telephone Number:	Bill Patterson Constuction, Inc. 18044 Vaughn Rd. Summerdale, AL 36580 251-947-7018
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)

First Horizon, Inc.
Owner Company Name
Lee Foster / Director
OWNER-(print) / Title
11-23-20
OWNER (signature) /Date
COUNTY OF BALDWIN RAST BATOM ROUT
I, <u>Danial L. Guidon</u> , Notary Public in and for said County, in said State, hereby certify that <u>Lec Foster</u> (individual's name), whose name as
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 <u>23</u> day of <u>Juneon</u> , 20 <u>20</u> .
David L. Guidry
NOTARY PUBLIC Attorney at Law
Bar Roll No. 23767
First Horizon, Inc. All Louisiana Parishes
First Horizon, Inc. Commissioned for Life All Louisiana Parishes Developer Company Name
Lee Foster / Director
DEVELOPER-(print) / Title
11-23-20
DEVELOPER (signature) /Date
STATE OF ALABAMA LOUISING COUNTY OF BALDWIN 201 ST BRTON Rouge
I, <u>JAN'/L. 6</u> , Notary Public in and for said County, in said State, hereby certify that <u>Lee Foster</u> (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 23 [°] day of <u>Jawan</u> , 202
NOTARY PUBLIC David L. Guidry Attorney at Law Bar Roll No. 23767
Form Date 01/09/2020 – Subdivision Roadway and Drainage Improvement Accepting All Louisiana Parishes Page 6 of 7/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1

Contractor Company Name

Bill Patterson	1
CONTRACTOR-(print)	/ Title
CONTRACTOR (signature)	1 1 23 2020 /Date
STATE OF ALABAMA COUNTY OF BALDWIN	My Commission Expires 4/30/2023
I, Claudio D. Burd, Nota hereby certify that <u>William E Potterso</u> signed to the foregoing instrument, and who is kno day that, being informed of the content of the instru- authority, executed the same voluntarily for and as	ument, and as such officer and with full
GIVEN under my hand and official seal this 33	_day of <u>January</u> , 20 <u>20</u> .
Baldwin County Commission	

	/	
Baldwin County Commission Chairman	/ Date	

ATTEST:

County Administrator / Date

JADE CONSULTING, LLC ENGINEERS COST ESTIMATE FOR MAINTENANCE BOND

ITEM	ITEM DESCRIPTION	115.07	PLAN	UNIT	TOTAL
#		UNIT	QTY	PRICE	AMOUNT
1	ROADBED PROCESSING (230-A)	RDBD STA	48	\$121.00	\$5,808.0
2	GRANULAR SOIL BASE, COURSE, UPPER LAYER, TYPE A, ROAD MIXED, 4" COMPACTED THICKNESS (301-A)	SYCIP	13,339	\$1.75	\$23,343.2
3	GRANULAR SOIL BASE, COURSE, LOWER LAYER, TYPE A, ROAD MIXED, 4" COMPACTED THICKNESS (301-A)	SYCIP	16,508	\$1.75	\$28,889.0
4	BITUMINOUS TREATMENT, TYPE A (401-A)	SY	13,339	\$1.85	\$24,677.1
5	BITUMINOUS CONCRETE WEARING SURFACE, 3/4" MAXIMUM AGGREGATE SIZE MIXED, ESAL RANGE B, 2" THICKNESS (424-A)	SY	13,339	\$11.69	\$155,932.9
6	18" RCP STORM SEWER PIPE (533-A)	LF	916	\$35.69	\$32,692.0
7	24" RCP STORM SEWER PIPE (533-A)	LF	655	\$44.30	\$29,016.5
8	42" RCP STORM SEWER PIPE (533-A)	LF	893	\$104.30	\$93,139.9
9	51"x31" RCAP STORM SEWER PIPE (533- A)	LF	200	\$125.75	\$25,150.0
10	48" RCP STORM SEWER PIPE (533-A)	LF	192	\$138 32	\$26,557.4
11	JUNCTION BOX, TYPE 1 (621-A)	EA	6	\$3,598.65	\$21,591.9
12	INLETS, TYPE S3, ONE WING (621-C)	EA	17	\$3,327.50	\$56,567.5
13	INLETS, TYPE S3, TWO WING (621-C)	EA	6	\$3,657.50	\$21,945.0
14	24" CURB & GUTTER, M-2 (623-C)	LF	9,507	\$19.03	\$180,918.2
15	PAVEMENT MARKINGS (703-A)	LS	1	\$264.00	\$264.0
16	STREET SIGNS (710-A)	EA	16	\$275 83	\$4,413.2
and an other states and the				TOTAL	\$730,906.0
	MAINTENANCE BOND (40% OF ROADWAY	BIDRAIN		POVEMENTE	\$292,362.4

OWNER: FIRST HORIZIONS INC. PROJECT NUMBER DSI D-1572

11 0 With the work

tily the cost estimate to be correct. PROJECT MANAGER No. 25748 OFESSION Page 1 of 1

Form BM-174

SURETY BOND (Performance)

KNOW ALL MEN BY THESE PRESENTS:

Bill Patterson Construction, Inc. That we, Principal, Granite Re, Inc. and as SURETY. Are held and firmly bound unto the Baldwin County Commission, Baldwin County, Alabama, to construct the improvements on the county highway rights-of-way at the location and in the manner shown on the Permit and the plans attached to the Permit No. <u>S-18033</u> dated the <u>23rd</u> day of <u>January</u>, 20<u>19</u>, issued by the Baldwin County Highway Department to the PRINCIPAL herein, and are further held and firmly bound to comply with all other conditions, requirements, restrictions, and provisions of said Permit and plans, which are attached hereto. We do hereby further agree that we will restore to its original condition any portion of the pavement, shoulders or other parts of the public highway, except as otherwise shown on said plans, in the event that same is damaged by the PRINCIPAL or his agents during the construction of said improvement and that we will maintain said as provided in said Permit. In the event such construction, repairs, and maintenance are not carried out in a manner satisfactory to the Baldwin County Highway Department, we hereby agree to reimburse the said Department for the cost of such repairs. We do bind ourselves unto the Baldwin County Commission, Baldwin County, Alabama for the aforesaid purpose in the sum of \$292,362.43 Dollars for a term beginning the 14th day of January 20 20 and ending twenty-four (24) months from the date of acceptance by the county Commission. NOW, THEREFORE, the PRINCIPAL and SURETY assume all obligations and liabilities as set forth above for the purpose of Sonoma Ridge Phase II Maintenance Bond for Roadway & Drainage Right of Way Improvements Right of Way Improvements SIGNED, SEALED and dated this the 14th day of January 20 20 Bill Patterson Construction, Inc. Principal Bill Patterson, President Resident Agent: enis Ware Granite Re, Inc. Surety Francis Ware, Attorney-in-Fact

(A copy of the Power of Attorney properly executed by the Company authorizing the Agent signing above to bind the Company as Surety on this Bond must be attached hereto. Said Power of Attorney must be dated so as to correspond with the execution date of the bond.)

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires: August 8, 2021 Commission #: 01013257

) \$5:



attleen E. Carlson

Kenneth D. Whittington, President

Notary Public

GRANITE RE, INC.

Certificate

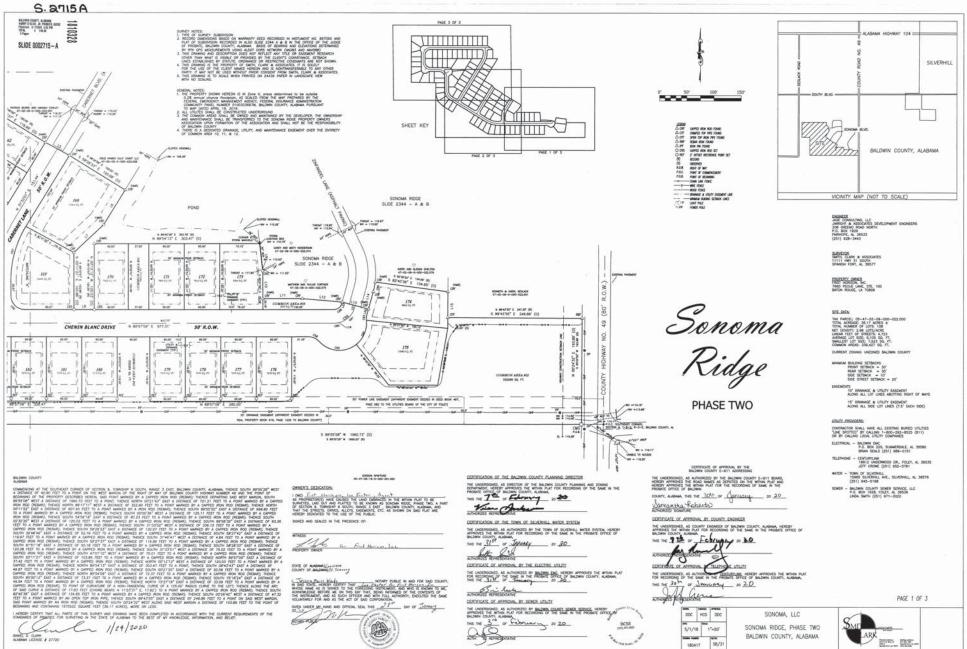
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this day of family , 2020.

3

Kyle P. McDonald, Secretary/Treasurer







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

Sonoma Ridge Phase II

(Name of subdivision)

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.

Perry C. "Trey" Jinright, III, PE Project Engineer Name

Project Engineer Signature

Registration Number

25748

1/21/2020 Date

First Honzon, Inc. by Lee Foster Subdivider Name

Subdivider Signature

1-23-20

Date



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



February 26, 2020

Joey Nunnally, P.E. County Engineer

Subject: (S-18033) Sonoma Ridge, Phase II Subdivision - Final Plat

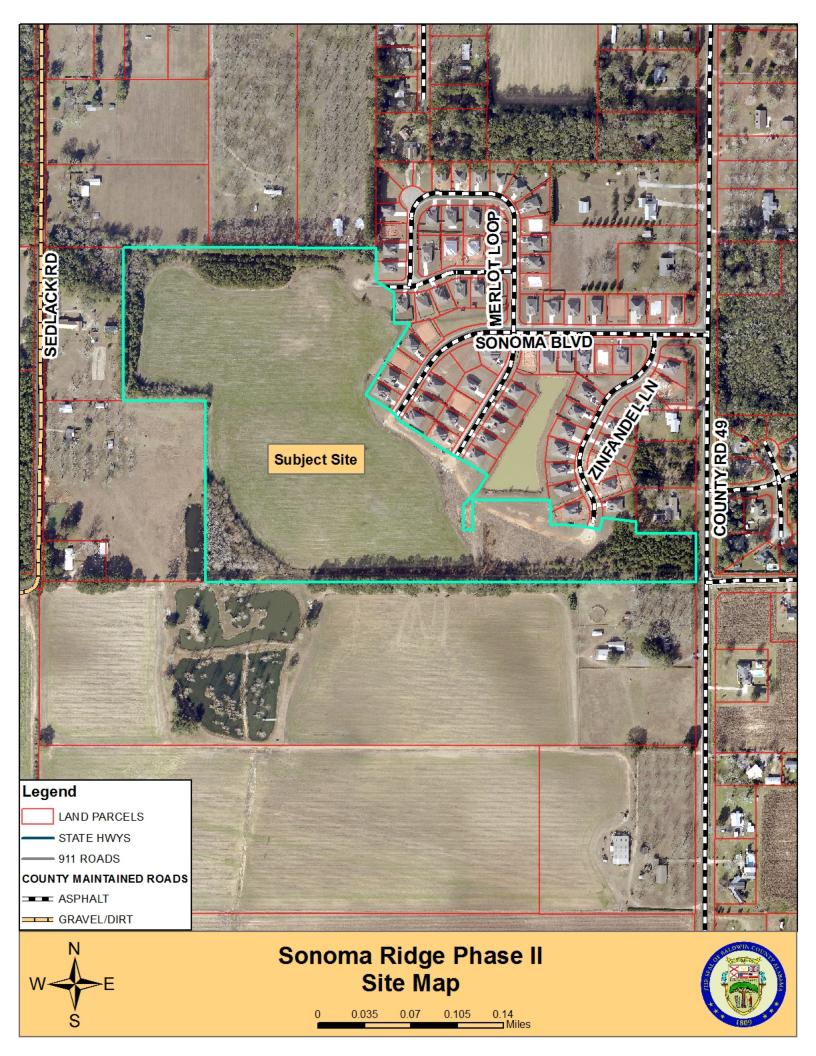
Dear Mr. Nunnally:

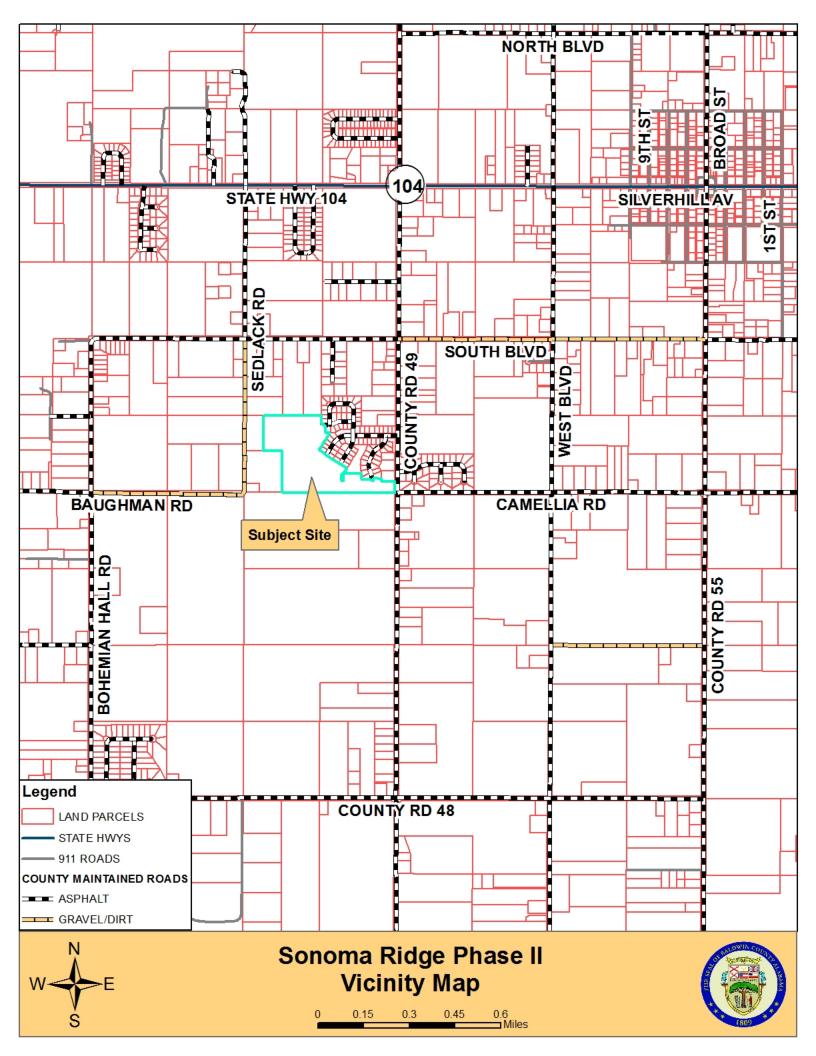
The Final Plat of the above referenced development has been reviewed for compliance with the *Baldwin County Subdivision Regulations*. The development meets all requirements of the Baldwin County Subdivision Regulations.

Mary Booth

Mary Booth Subdivision Coordinator

Cc: file







Agenda Action Form

File #: 20-0844, Version: 1

Item #: BN3

Meeting Type: BCC Regular Meeting
Meeting Date: 3/3/2020
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Deidra Hanak, Personnel Director
Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Highway Department (Administration) - Reclassifying the Chief Accountant Position

STAFF RECOMMENDATION

Take the following actions:

1) Reclassify the Chief Accountant position (PID #364) from a salary grade EC-08 (EC-08 range: \$53,372 - \$84,542 annually) to a salary grade EC-09 (EC-09 range: \$64,045 - \$101,449 annually); and

2) Approve the updated position description for the Chief Accountant.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In an effort to recruit and retain high quality applicants for this position, the County Engineer respectfully requests the above recommendations are approved.

This item was discussed during the February 26, 2020 Work Session.

FINANCIAL IMPACT

Total cost of recommendation: TBD upon hiring applicant

Budget line item(s) to be used: 53100.5113

If this is not a budgeted expenditure, does the recommendation create a need for funding? In Fiscal Year 2020 Budget, \$73,185.00 was budgeted for the salary of the Chief Accountant. As long as the cost to hire a new Accountant does not exceed that amount for the remainder of Fiscal Year 2020, no budget adjustment will be necessary.

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:	Chief Accountant - Highway Department
Department:	Highway Department – Administration Section
Job Analysis:	March 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 Engineer
Subordinate Staff:	Highway Accounting Personnel
Internal Contacts:	Highway Department Section Heads and Staff, Accounting Department, Budget and Purchasing Department, and other County Employees
External Contacts:	Vendors, Representatives from other Agencies
Status:	Classified/Exempt (EC-09)

Job Summary

The Chief Accountant for the Highway Department is responsible for daily accounting and budget operations for all cost centers in the Highway Department including budget preparation and administration, analysis of revenues and expenditures, project cost accounting, and development and maintenance of a management information system utilized to evaluate maintenance and construction activities. This position oversees and supports all purchasing, invoicing, review of employee payroll time-entry, and is accountable for monitoring the progress of projects, investigating variances, and ensuring that project billings are processed and collected timely for the Highway Department. The work is performed under the direction of the County Engineer.

Job Domains

1. Oversee and direct all accounting and financial procedures with the Highway Department as per Code of Alabama/Standard of Alabama and professional accounting standards.

- 2. Prepare charts, graphs and functional statements relative to fiscal and operational planning and control.
- 3. Assist in the development of budgetary guidelines and controls.
- 4. Prepare and analyze monthly analysis of income and expenditures.
- 5. Advise department officials of budget over-runs and assists in proper budgetary controls.
- 6. Oversee and support purchasing and invoices for Highway Department.
- 7. Create and maintain familiarity with all project budgets and be able to provide updates to superiors on short notice.
- 8. Oversee and maintain project accounts in the accounting system.
- 9. Maintain project related records and produce reports for project over-runs/under-runs.
- 10. Authorize the transfer of funding and expenditures in and out of project related accounts.
- 11. Investigate project variances and submit variance reports to management.
- 12. Ensure project reimbursements are processed and collected timely.
- 13. Responsible for closing out project accounts upon project completion and ensuring all associated costs meet the funding source requirements.
- 14. Oversee the annual closing process for the Highway Department, ensuring all necessary adjustments, accruals, and revisions are completed timely.
- 15. Prepare and make other special reports as required by County Engineer.
- 16. Maintain County information data bases for Highway Department.
- 17. Maintain Highway Management Plan for Highway Department.
- 18. Compile information for auditors as required.

Knowledge, Skills, and Abilities

- 1. Skills to communicate effectively with office staff, general public, and elected officials.
- 2. Skills to perform accounting and bookkeeping operations, conduct audits, and monitor budgets.
- 3. Writing skills to prepare reports, complete forms, compose letters and accurately and neatly post journals and ledgers.
- 4. Reading skills to read and understand written instructions, manuals and correspondence.
- 5. Listening skills to understand verbal communications with co-workers and public.
- 6. Ability to operate office machines such as calculator, computer terminal and copy machine.
- 7. Thorough knowledge of the laws, ordinances, regulations and policies governing the County Highway Department.
- 8. Thorough knowledge of budgetary procedures, controls and record keeping.
- 9. Thorough knowledge of Highway Department general construction practices and techniques.
- 10. Good knowledge of cost-accounting principles and techniques.
- 11. Ability to assign tasks and supervise/evaluate employees.
- 12. Knowledge of Microcomputer Data Processing or the ability to readily acquire such knowledge.
- 13. Ability to prepare and make clear and comprehensive reports, both orally and in writing.
- 14. Ability to administer all phases of public works construction contracts for contract compliance.

- 15. Ability to establish and maintain effective working relationships with county officials, contractors and other employees.
- 16. Thorough knowledge of Excel and ability to implement Excel to make reports accurate and data tracking efficient.
- 17. Thorough knowledge of Power Point and the ability to create presentations in a simplistic but comprehensive format to relay information to the general public.

Physical Characteristics

(In cases of physical handicap, reasonable accommodations will be made.)

- 1. See well enough to read fine print and numbers accurately.
- 2. Hear well enough to respond to verbal communication and to use the telephone.
- 3. Body movement to bend, stoop and move about.
- 4. Manual dexterity to write and type.
- 5. Strength to lift up to 20 pounds.

Education and Experience

- 1. Bachelor's degree in Accounting, Finance or related fields.
- 2. Five (5) years of progressive accounting experience with a minimum of three (3) years in cost, managerial, or project accounting is desired. Governmental accounting experience is a plus.
- 3. Any equivalent combination of experience and training that provides the knowledge, skills, and abilities necessary to perform the work.
- 4. Experience or training in computerized accounting systems desired.

Other Characteristics

- 1. Willing to work overtime, non-standard hours, weekends, and holidays as required to complete work assignments and meet deadlines.
- 2. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work areas.



Agenda Action Form

File #: 20-0853, Version: 1

Item #: BN4

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Joey Nunnally, P.E., County Engineer Submitted by: Zachary Bodle, Design Tech I

ITEM TITLE

Americans with Disabilities Act (ADA) - Sidewalk Curb Ramp Compliance Phase 3 Project - Permission to Advertise

STAFF RECOMMENDATION

Take the following actions:

1) Approve the Purchasing Manager to place a competitive bid for the Americans with Disabilities Act (ADA) Sidewalk Curb Ramp Compliance Phase 3 Project; and

2) Approve the Chairman to execute any project related documents.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

Sidewalk Curb Ramp sites with ADA deficiencies were identified in the ADA Transition Plan. The sites included in this project will address all severity condition sites identified for the Phase 3 project.

FINANCIAL IMPACT

Total cost of recommendation: \$200,000.00 approved in Fiscal Year 2020 Budget

Budget line item(s) to be used: 0222819.5150

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

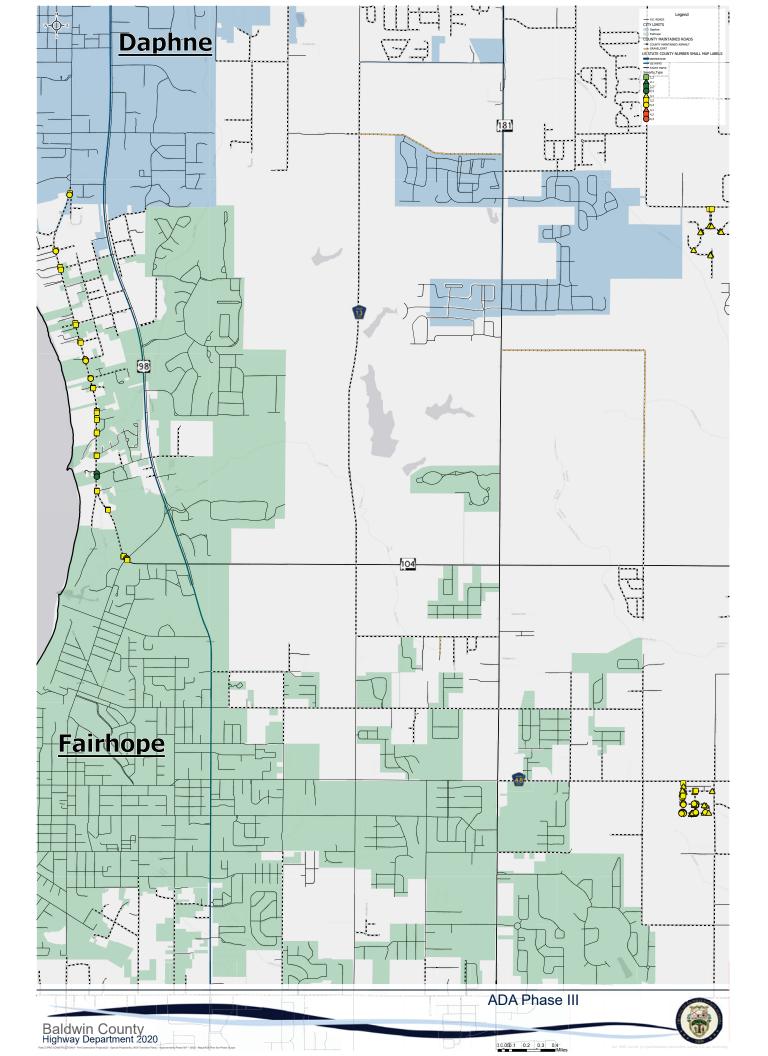
For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up:

Highway Department Pre-Construction staff will submit advertisement to Wanda Gautney, Purchasing Manager, to place a competitive bid once plans and contracts are complete.

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

Additional instructions/notes: N/A



BALDWIN COUNTY, ALABAMA

Americans with Disabilities Act of 1990 and Section 504

Public Right of Way Barrier Analysis and Transition Plan

July 19, 2016 Amended September 18, 2018







I. Introduction

Baldwin County is dedicated to ensuring that its programs, activities and services do not discriminate against people with disabilities. Baldwin County has developed this document, including all attachments, to establish a written policy setting forth its commitment to nondiscrimination based on disability and to comply with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended. The document was also developed through guidance and direction issued by the Federal Highway Administration, the Alabama Department of Transportation, and the Governor's Office on Disability.

This document and attachments are made public to those interested and serves as the Public Right of Way (ROW) Barrier Analysis and Transition Plan for Baldwin County as defined by Title II of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act. A copy of this Transition Plan is available for viewing at the Baldwin County Commission offices located in Bay Minette and Robertsdale, Alabama, and at the Baldwin County Satellite Courthouses located in Fairhope and Foley, Alabama.

For compliance questions, or complaint procedures, please contact the ADA Compliance Officer:

Ron Cink, County Administrator 312 Courthouse Square Bay Minette, Alabama 36507 <u>rcink@baldwincountyal.gov</u> (251) 580-2550

II. Barrier Analysis Performed

Baldwin County has attempted, and will continue, to review its facilities in public ROW, as required by the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. A Barrier Analysis was completed on the facilities described below located in Commission District 1 and which are owned or maintained by the Baldwin County Commission. This Baldwin County ADA ROW Barrier Analysis and Transition Plan was prepared by staff of the Baldwin County Highway Department and Eastern Shore Metropolitan Planning Organization (ESMPO). The BCC hired a Consultant and utilized in-house forces to complete the Barrier Analysis and Transition Plan for Commission Districts 2, 3, and 4 during FY18.

• Public Transit

The Baldwin Regional Area Transit System (BRATS) is the public transit provider for the Baldwin County Commission. BRATS operates Demand-Response and Deviated Fixed Routes. Access to the County's existing public transit facilities was evaluated in the County's 2013 Barrier Analysis and Transition Plan which is available through the County Administrator's office.

• Curb Ramps & Pedestrian Crossings

Curb Ramps are required by law when a sidewalk crosses a curb and thereby creates a pedestrian crossing. The BCC does not own or maintain curb ramps in District 1.

Highway Department staff conducted a survey to evaluate the accessibility of pedestrian curb ramps and crossings maintained by the BCC in Districts 2, 3, and 4. Following the initial eye test, facilities marked as questionable were surveyed by a consultant or Highway Department staff. See summary of evaluations and data in Attachment A.

Sidewalks

Federal Courts have ruled differently on the issue of whether sidewalks within the public rights-of-way constitute a program, activity, and/or services of the local government contemplated by the Americans with Disabilities Act. While it is the desire of the Baldwin County Commission to ensure that all sidewalks are accessible to all of its citizens, a large portion of the County's sidewalks are within subdivisions and do not serve the general public in the same manner as sidewalks along standard county roads. Bringing every linear foot of countymaintained sidewalk, including applicable subdivision sidewalks, up to ADA standards is cost prohibitive.

Staff evaluated accessibility of sidewalks maintained by the BCC in District 1. Following the initial eye test, facilities marked as questionable were surveyed by staff of the Baldwin County Highway Department The following characteristics were measured and evaluated to determine the level of accessibility: width, running slope, cross slope, cracks, and general obstructions. See summary of evaluations and data in Attachment A.

Highway Department staff conducted a survey to evaluate the accessibility of sidewalks maintained by the BCC in Districts 2, 3, and 4. Following the initial eye test, facilities marked as questionable were surveyed by a consultant or Highway Department staff. The following characteristics were measured and evaluated to determine the level of accessibility: width, running slope, cross slope, cracks, and general obstructions. See summary of evaluations and data in Attachment A.

• Leisure Boating and Public Park Facilities

The Baldwin County Commission owns and maintains four (4) leisure boating facilities and public parks in Commission District 1. Staff evaluated the following facilities at each boating launch and public park in District 1: Piers, Parking, Ramps, Crossings, Overall Access to facilities. See summary of evaluations and

data in Attachment A.

The Baldwin County Commission owns and maintains thirty-seven (37) leisure boating facilities and public parks in Commission Districts 2, 3, and 4. Staff evaluated the following facilities at each boating and public park facility in Districts 2, 3, and 4: Piers, Parking, Ramps, Crossings, Overall Access to facilities. See summary of evaluations and data in Attachment A.

• Parking Lots

The County's public parking facilities (excluding those facilities at public parks) were evaluated in the County's 2013 Barrier Analysis and Transition Plan which is available through the County Administrator's office.

III. Summary of Barrier Analysis

The conclusion of the Barrier Analysis completed county wide found that all Baldwin County Commission programs or services are offered at facilities that are accessible. The majority of programs, activities, and services, are offered in multiple locations. The Commission is committed to providing its citizens accessible programs and services and has worked diligently to implement ADA construction and maintenance requirements. The Commission also has an extensive system in place to make reasonable accommodations for persons with disabilities. A summary of the Barrier Removal and Modification Schedule prepared by staff is attached as Attachment B.

IV. Compliance

When there are structural modifications necessary to facilities in order to make a program, service, or activity accessible to people with disabilities, public entities which employ 50 or more employees are required to develop a facility transition plan pursuant to 28 CFR § 35.150(d)(1). The transition plan must include 1) the physical barriers which limit access to and use of the programs, services, and activities for people with disabilities, including communications features which are structural in nature; 2) a detailed description of how the public entity plans to make the facilities accessible; 3) the schedule for barrier removal; 4) a yearly schedule if the transition plan is more than one year long; and 5) the name of the individual who is responsible for implementing the transition plan pursuant to 28 CFR § 35.150(d)(3).

In accordance with applicable laws, all new construction of facilities in County maintained ROW will be accessible by persons with disabilities. As existing structures are "improved" or "modified", as defined by Federal Highway Administration (FHWA), the facility will be brought into compliance as deemed necessary and in accordance with all applicable laws.

The Baldwin County Commission has implemented a policy that all new construction

will be accessible by persons with disabilities in accordance with all applicable laws, and during renovations or improvements to existing structures, renovations or improvements are made to increase accessibility as deemed necessary and in accordance with all applicable laws.

Both Title II of the ADA and Section 504 prohibit public entities from denying an equal opportunity to participate because existing facilities are inaccessible or not usable by people with disabilities, see 28 CFR § 35.149 and 34 CFR § 104.21. Each program, when viewed in its entirely, is to be readily accessible to and usable by individuals with disabilities, see 29 CFR § 35.150(a) and 34 CFR § 104.22(a).

An existing facility is one that was already generally constructed prior to January 26, 1993, in accordance with Title II of the ADA. Access to programs, services, and activities in existing facilities is to be viewed programmatically and access to the actual physical structures is defined from a functionality standpoint. As long as each identified program, service, and activity, when viewed in its entirety, is accessible, it is not required that all existing facilities be made completely barrier free of physical access barriers.

It should be noted that new or altered facilities must comply with the Standards for Accessible Design also known as the ADA Accessibility Guidelines and be fully accessible to and usable by persons with disabilities pursuant to 28 CFR § 35.151 and 34 CFR § 104.23, rather than applying the program accessibility standard.

The ADA Accessibility Guidelines (ADAAG) and Public Rights Of Ways Accessibility Guidelines (PROWAG), are the design standards to be applied in facility compliance. Not all scoping and technical criteria must be strictly adhered to in existing facilities. However, it is useful to identify all structural barriers and communications barriers that are structural in nature in existing facilities.

Both structural and nonstructural methods can be utilized when removing architectural barriers. However, when using nonstructural methods, the public entity must be certain the result is not the segregation of individuals with disabilities. It must also ensure that it does not compromise the dignity and independence of individuals with disabilities. Programs, services, and activities are to be offered in the most integrated setting possible pursuant to 28 CFR § 35.150(b)(1) and 34 CFR § 104.22(b). If there are no nonstructural alternatives that meet these criteria to achieve accessibility, then the entity must make the necessary structural changes according to 28 CFR § 35.150(b)(1) and 34 CFR § 104.22(b). All structural changes must conform fully with the new construction and alteration requirements of the ADA Accessibility Guidelines or the Uniform Federal Accessibility Standards for new construction and alterations. Structural changes must address the needs of a variety of disabilities, not just mobility impairments. The full range of disabilities is to be considered when planning for compliance under Title II of the ADA.

Title II of the ADA does not require any public entity to undertake any action that would result in a "fundamental alteration in the nature of the service, program, or activity" or in an "undue financial and administrative burden." However, any public entity attempting to justify non-compliance by utilizing these exceptions assumes the burden of proof pursuant to 28 CFR § 35.150(a)(3). All of the public entity's available resources must be considered for use in the funding and operation of the program, service, or activity and will be considered in any decision relevant to undue burdens (28 CFR § 35.150(a)(3)). The undue burden/fundamental alteration defense does not relieve public entities of their obligation to ensure that people with disabilities receive the programs, services and activities offered by the organization pursuant to 28 CFR § 35.150(a)(3)(Preamble).

V. <u>The Transition Plan</u>

"In the event that structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop, within six months of January 26, 1992, a transition plan setting forth the steps necessary to complete such changes. A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the transition plan by submitting comments. A copy of the transition plan shall be made available for public inspection." 238 CFR § 35.150(d)(1).

Public entities must develop an ADA Transition Plan that itemizes identified structural barriers to programs, services and activities and identifies how they will be removed. Title II requires that the transition plan include 1) a list of the physical barriers that limit facility accessibility to programs, services, and activities; 2) a description of how the barriers will be removed; 3) a schedule of steps for achieving compliance; and 4) the name of the responsible official. (28 CFR § 35.150(d)(2) and (3)).

In addition to other requirements, Title II mandates that public entities must maintain, in operable working condition, those features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities pursuant to 28 CFR § 35.133(a). This includes such things as accessible routes which are obstructed by parked cars, and compliant signage obscured from vision and touch.

VI. <u>Statement Regarding Inclusion of General Public and</u> <u>Persons with Disabilities or Disability Groups</u>

Baldwin County staff held a Public Meeting on July 7, 2016, to allow the public to review and comment on this proposed plan. Staff published the meeting information on social media, through internal Public Notice, and posted on the Baldwin County website. Staff also attempted to consult with persons with disabilities and/or representatives for agencies who assist persons with disabilities for the purpose of conducting the self-evaluation and this barrier analysis in accordance with Section 504.

• David Cox is a mechanical engineer, a citizen of Baldwin County, and a

recently elected Baldwin County Board of Education member. He and his wife both have physical disabilities.

- Kathy Fleet is the Executive Director of ARC of Baldwin County which assists and serves persons that are intellectually or physically challenged.
- Chris Riley is a photographer in Baldwin County, a member of the Fairhope Pedestrian-Bicycle Advisory Committee, and a disability rights advocate in Baldwin County. Mr. Riley was injured in a bicycle accident and now uses a wheelchair with assistance from his service dog, Tonya.

Prior to the adoption of the September 18, 2018, amendment, Baldwin County held a public meeting regarding the proposed additions to the plan. The meeting was held at the Baldwin County Satellite Courthouse in Fairhope, Alabama, from 5 PM to 7 PM on August 16, 2018. Comments from the public were accepted at the meeting and through August 31, 2018. Four individuals attended the meeting, two of which provided comments. No additional comments were received.

The public comments received, and the County's responses, are included in Attachment C to this plan. Both comments revolved around access to Mobile Bay in the Point Clear area. The County is going to work with the Eastern Shore MPO to identify possible projects to enhance the access to individuals with disabilities in this area.

VII. Modifications

At this time, while not necessarily required by law, the Commission has identified infrastructure modifications that will further enhance the accessibility of the Baldwin County Commission's programs and services.

Set forth in Attachment B is a list of facilities, barrier types and suggested or required modifications. Modifications will be made based on priority and will be subject to availability of funds and in accordance with Baldwin County Highway Department maintenance and grant application schedule.

Attachment A

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Commission District 1

• Public Transit

*Barrier Analysis for parking and access to facilities in ROW

BRATS Bay Minette C	Courthouse Square
Parking	Good
Accessible Spots	3
Van Accessible	1
Path to/from vehicles	Good
Ramps	N/A

BRATS BCBE Tr	ansit Stop
Parking	ОК
Accessible Spots	2
Van Accessible	0
Path to/from vehicles	Good
Ramps	N/A

Barrier Rating Key

No Barriers Low Priority Medium Priority High Priority

• Parks/Recreation/Boating Facilities

*Barrier Analysis for parking and access to facilities in ROW

1	Cliffs L	anding
	Parking	Good
	Accesible Spots	3
	Van Accesible	3
	Path to/from Facilities	Good
	Wheelchair Ramps	N/A
*Co	onsidor adding spaces clos	er to entry launch
2	Byrne	s Lake
	Parking	N/A
	Accesible Spots	N/A
	Van Accesible	N/A
	Path to/from Facilities	Good
	Wheelchair Ramps	Okay
*Co	onsidor adding spaces clos	er to launch
3	Bicenten	nial Park
	Parking	Good
	Accesible Spots	6
	Van Accesible	2
	Path to/from Facilities	Good
	Path to/from Facilities Wheelchair Ramps	Good N/A
4		N/A
4	Wheelchair Ramps	N/A
4	Wheelchair Ramps Bay Minette Bat	N/A tallion Memorial
4	Wheelchair Ramps Bay Minette Bat Parking	N/A tallion Memorial N/A*
4	Wheelchair Ramps Bay Minette Bat Parking Accesible Spots	N/A tallion Memorial N/A* N/A
4	Wheelchair Ramps Bay Minette Bat Parking Accesible Spots Van Accesible	N/A tallion Memorial N/A* N/A N/A

5	Live Oak	Landing
	Parking	Good
	Accesible Spots	6
	Van Accesible	4
	Path to/from Facilities	Good
	Wheelchair Ramps	Good
6	Red Eagle	e's Grave
	Parking	Good
	Accesible Spots	1
	Van Accesible	1
	Path to/from Facilites	N/A
	Wheelchair Ramps	N/A
7	Fort	Mims
	Parking	Good
	Accesible Spots	4
	Van Accesible	4
	Path to/from Facilites	Good
	Wheelchair Ramps	N/A

- **Curb ramps/Curb cuts** The BCC does not own or maintain any curb cuts or curb ramps in District 1.
- **Pedestrian Crossings** The BCC does not own or maintain any Pedestrian Crossings in District 1.

Attachment A (continued)



• Parking

*Barrier Analysis for parking and access to facilities in ROW

Facility	Address	City	Zip	Spaces	HC Spaces	Van Spaces	Signage	Aisles/Paint	Comments
BALDWIN COUNTY COURTHOUSE	1 COURTHOUSE SQ	BAY MINETTE	36507	96	3	1	Good	Good	
JUDGE OF PROBATE BUILDING	220 COURTHOUSE SQ	BAY MINETTE	36507	60	2	1	Good	Good	
BALDWIN COUNTY COMMISSION ADMINISTRATION	322 COURTHOUSE SQ	BAY MINETTE	36507	50	2	1	Good	Good	
BALDWIN COUNTY ANNEX II	175 COURTHOUSE SQ	BAY MINETTE	36507	6	1	1	Good	Good	
BALDWIN COUNTY ANNEX III	257 HAND AV	BAY MINETTE	36507	13	1	1	Good	Good	
ARCHIVES AND HISTORY DEPARTMENT BUILDING	305 E 2ND ST	BAY MINETTE	36507	10	2	1	Good	Good	
COMMUNITY SHELTER LEVEL II	207 N WHITE AV	BAY MINETTE	36507	10	2	1	Good	Good	
BALDWIN COUNTY DISTRICT ATTORNEYS OFFICE	101 HAND AV	BAY MINETTE	36507	16	6	2	Good	Good	
BAY MINETTE HIGHWAY OFFICE	203 DICKMAN RD	BAY MINETTE	36507	42	1	1	Need	Needs Paint	Improvements pending - Gas Tank Replacement
BALDWIN COUNTY ANNEX V	1705B U S HWY 31 S	BAY MINETTE	36507	137	6	3	Good	Good	
JUVENILE DETENTION CENTER	43405 NICHOLSVILLE RD	BAY MINETTE	36507	32	3	1	Good	Good	
SHERIFF'S OFFICE	310 HAND AV	BAY MINETTE	36507	15	1	1	Good	Good	
BALDWIN COUNTY JAIL	200 HAND AV	BAY MINETTE	36507	93	5	3	Good	Good	
BYRNE ST BUILDING	302 BYRNE ST	BAY MINETTE	36507	46	3	2	Needs sign	Ok	Add sign, Could use paint
BALDWIN COUNTY ACCOUNTS PAYABLE BUILDING	324 COURTHOUSE SQ	BAY MINETTE	36507	4	1	1	Good	Good	
BALDWIN COUNTY BOARD OF EDUCATION	2600 N HAND AV	BAY MINETTE	36507	121	2	0	Good	Good	Add 2 spots + van
BICENTENNIAL PARK	STATE HWY 225	STOCKTON	36579	100	6	2	Good	Good	
COUNCIL ON AGING	55810 CANAAN RD W	VAUGHN	36579	13	0	0	None	None	Add 1 van accesible spot, signage, aisle

• Sidewalks

* District 1 sidewalks were surveyed and evaluated following a windshield and foot survey. No critical locations, such as locations lacking curb-ramps, were identified. Non-critical locations will be addressed as funding becomes available or as part of routine maintenance.

Commission Districts 2-4



• Public Transit

*Evaluated as part of the 2013 Baldwin County Commission facilities Barrier Analysis and Transition Plan available through the Baldwin County Administrator's Office.

• Parks/Recreation/Boating Facilities

*Barrier Analysis for parking and access to facilities in ROW.

1	Camp Dixie \	Nater Acess
	Parking	N/A
	Accesible Spots	N/A
	Van Accesible	N/A
	Path to/from Facilites	Good
	Wheelchair Wheelchair I	N/A
2	Lillian Boa	at Launch
	Parking	Good
	Accesible Spots	4
	Van Accesible	1
	Path to/from Facilites	Good
	Wheelchair Ramps	Good
3	Shore	Drive
	Parking	N/A
	Accesible Spots	N/A
	Van Accesible	N/A
	Path to/from Facilites	Good
	Wheelchair Ramps	N/A
4	Pirates Cove	Water Access
	Parking	N/A
	Accesible Spots	N/A
	Van Accesible	N/A
	Path to/from Facilites	Good
	Wheelchair Ramps	N/A
5	Oak Street W	later Access
	Parking	N/A
	Accesible Spots	N/A
	Van Accesible	N/A
	Path to/from Facilites	N/A
	Wheelchair Ramps	N/A

6	Cedar	Street
	Parking	N/A
	Accesible Spots	N/A
	Van Accesible	N/A
	Path to/from Facilites	N/A
	Wheelchair Ramps	N/A
7	Robertsdale	Dipping Vat
	Parking	N/A
	Accesible Spots	N/A
	Van Accesible	N/A
	Path to/from Facilites	N/A
	Wheelchair Ramps	N/A
8	Heritage	e Shores
	Parking	N/A
	Accesible Spots	N/A
	Van Accesible	N/A
	Path to/from Facilites	N/A
	Wheelchair Ramps	N/A
9	Seminole B	oat Launch
	Parking	Good
	Accesible Spots	1
	Van Accesible	1
	Path to/from Facilites	Good
	Wheelchair Ramps	N/A*
*Pro	posed project underway will provid	
10	Franklin Street	
	Parking	N/A
	Accesible Spots	N/A
	Van Accesible	N/A
	Path to/from Facilites	N/A
	Wheelchair Ramps	N/A

11	Bohemia	an Park	:
	Parking	Good	F
	Accesible Spots	1	
	Van Accesible	1	
	Path to/from Facilites	Good	
	Wheelchair Ramps	N/A	
12	Sunset Wat	ter Access	
	Parking	N/A	
	Accesible Spots	N/A	
	Van Accesible	N/A	
	Path to/from Facilites	N/A	
	Wheelchair Ramps	N/A	
13	Yupon Ave W	ater Access	
	Parking	N/A	
	Accesible Spots	N/A	
	Van Accesible	N/A	
	Path to/from Facilites	N/A	
	Wheelchair Ramps	N/A	Ļ
			_
14	Barclay Street	Water Access	
	Parking	N/A	
	Accesible Spots	N/A	
	Van Accesible	N/A	
	Path to/from Facilites	N/A	
	Wheelchair Ramps	N/A	-
4 5			-
15	Kee Ave Wa		
	Parking	N/A	
	Accesible Spots	N/A	
	Van Accesible	N/A	
	Path to/from Facilites	N/A	
	Wheelchair Ramps	N/A	-
4.0	Perdido I	Bay Park	
16	1010100	Good	F
16	Parking	1000	
16	Parking Accesible Spots		
16	Accesible Spots	1	
16	Accesible Spots Van Accesible	1 1	
16	Accesible Spots	1	

17		munity Deals
17	Lillian Com	
	Parking	Good
	Accesible Spots	2
	Van Accesible	1
	Path to/from Facilites	Good
	Wheelchair Ramps	N/A
18	Yupon Street	Water Access
10	Parking	N/A
	Accesible Spots	N/A
	Van Accesible	N/A
	Path to/from Facilites	N/A N/A
	-	N/A N/A
	Wheelchair Ramps	N/A
19	Boone Lane V	Vater Access
	Parking	N/A
	Accesible Spots	N/A
	Van Accesible	N/A
	Path to/from Facilites	N/A
	Wheelchair Ramps	N/A
		•
20	Keeney Dr East	t Water Access
20	Keeney Dr East Parking	t Water Access
20		
20	Parking	N/A
20	Parking Accesible Spots	N/A N/A
20	Parking Accesible Spots Van Accesible Path to/from Facilites	N/A N/A N/A
20	Parking Accesible Spots Van Accesible	N/A N/A N/A N/A
	Parking Accesible Spots Van Accesible Path to/from Facilites	N/A N/A N/A N/A N/A
	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps	N/A N/A N/A N/A N/A
	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Honey Rd Ext	N/A N/A N/A N/A N/A Water Access
	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Honey Rd Ext Parking	N/A N/A N/A N/A Water Access N/A
	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Honey Rd Ext Parking Accesible Spots Van Accesible	N/A N/A N/A N/A Water Access N/A N/A
	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Honey Rd Ext Parking Accesible Spots	N/A N/A N/A N/A N/A Water Access N/A N/A N/A N/A
	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Honey Rd Ext Parking Accesible Spots Van Accesible Path to/from Facilites	N/A N/A N/A N/A Water Access N/A N/A N/A
21	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Honey Rd Ext Parking Accesible Spots Van Accesible Path to/from Facilites	N/A N/A N/A N/A N/A Water Access N/A N/A N/A N/A N/A N/A
20 21 22	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Honey Rd Ext Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps	N/A N/A N/A N/A N/A Water Access N/A N/A N/A N/A N/A N/A
21	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Honey Rd Ext Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps	N/A N/A N/A N/A Water Access N/A N/A N/A N/A N/A N/A N/A
21	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Honey Rd Ext Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Inspirat Parking	N/A N/A N/A N/A N/A Water Access N/A N/A N/A N/A N/A N/A N/A
21	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Honey Rd Ext Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Inspirat Parking Accesible Spots	N/A N/A N/A N/A N/A Water Access N/A N/A N/A N/A N/A N/A N/A

23 Mary Ann Nelson Park Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A 24 View Point Parking Good	
Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A 24 View Point	-
Path to/from Facilites Good Wheelchair Ramps N/A	
Wheelchair Ramps N/A 24 View Point	
View Point	
Parking Good	
Accesible Spots 6	
Van Accesible 1	
Path to/from Facilites Good	
Wheelchair Ramps N/A	
25 Cypress Water Access	
Parking N/A	
Accesible Spots N/A	
Van Accesible N/A	
Path to/from Facilites N/A	
Wheelchair Ramps N/A	
,	
26 Zundel Water Access	
26 Zundel Water Access Parking Good	
Zundel Water Access Parking Good Accesible Spots 1	
26 Zundel Water Access Parking Good Accesible Spots 1 Van Accesible 1	
Zeindel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good	
26 Zundel Water Access Parking Good Accesible Spots 1 Van Accesible 1	
Zundel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A	
Zo Zundel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A 27 Mullet Point Park	
Zeindel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A 27 Mullet Point Park Parking Good	
Zeindel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A 27 Mullet Point Park Parking Good Accesible Spots 1	
Zeindel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A Z7 Mullet Point Park Parking Good Accesible Spots 1 Van Accesible Spots 1 Van Accesible Spots 1 Van Accesible Spots 1 Van Accesible 1	
Zó Zundel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A Z7 Mullet Point Park Parking Good Accesible Spots 1 Van Accesible 1 Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good	
Zeindel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A 27 Mullet Point Park Parking Good Accesible Spots 1 Van Accesible Spots 1 Van Accesible Spots 1 Van Accesible Spots 1 Path to/from Facilites Good Wheelchair Ramps N/A*	
Zeindel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A 27 Mullet Point Park Parking Good Accesible Spots 1 Van Accesible Spots 1 Van Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A*	
Zí Zundel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A Z7 Mullet Point Park Parking Good Accesible Spots 1 Van Accesible 1 Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A* "Construction project underway. 28 Marlow Ferry Park 1	
Zeindel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A Z7 Mullet Point Park Parking Good Accesible Spots 1 Van Accesible Spots 1 Van Accesible Spots 1 Van Accesible Spots 1 Path to/from Facilites Good Wheelchair Ramps N/A* 'Construction project underway. Z8 Marlow Ferry Park Parking Parking Good	
Zeindel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A 27 Mullet Point Park Parking Good Accesible Spots 1 Van Accesible Spots 1 Van Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A* 'Construction project underway. 28 Marlow Ferry Park Parking Parking Good Accesible Spots 1	
Zeindel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A 27 Mullet Point Park Parking Good Accesible Spots 1 Van Accesible Spots 1 Van Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A* 'Construction project underway. 28 Marlow Ferry Park Parking Parking Good Accesible Spots 1 Van Accesible Spots 1	
Zó Zundel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A Z7 Mullet Point Park Parking Good Accesible Spots 1 Van Accesible 1 Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A* *Construction project underway. 28 Marlow Ferry Park Parking Good Accesible Spots Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good	
Zeindel Water Access Parking Good Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A 27 Mullet Point Park Parking Good Accesible Spots 1 Van Accesible Spots 1 Van Accesible Spots 1 Van Accesible 1 Path to/from Facilites Good Wheelchair Ramps N/A* 'Construction project underway. 28 Marlow Ferry Park Parking Parking Good Accesible Spots 1 Van Accesible Spots 1	

29	Sibley	Street		
	Parking	Good		
	Accesible Spots	1		
	Van Accesible	1		
	Path to/from Facilites	Good		
	Wheelchair Ramps	Good		
	Wheelenan Ramps	6000		
30	Holly Wate	er Access		
	Parking	N/A		
	Accesible Spots	N/A		
	Van Accesible	N/A		
	Path to/from Facilites	N/A		
	Wheelchair Ramps	N/A		
31	Palmetto Wa	ater Access		
	Parking	N/A		
	Accesible Spots	N/A		
	Van Accesible	N/A		
	Path to/from Facilites	N/A		
	Wheelchair Ramps	N/A		
22	Josephine Park			
32				
32	Parking	ne Park Good		
32		Good 3		
32	Parking Accesible Spots Van Accesible	Good		
32	Parking Accesible Spots Van Accesible Path to/from Facilites	Good 3		
32	Parking Accesible Spots Van Accesible	Good 3 1		
32	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps	Good 3 1 Good N/A		
32	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Fish Trap Acces	Good 3 1 Good N/A		
	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps	Good 3 1 Good N/A ss & Boat Ramp N/A		
	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Fish Trap Acces	Good 3 1 Good N/A SS & Boat Ramp N/A N/A		
	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Fish Trap Acces Parking Accesible Spots Van Accesible	Good 3 1 Good N/A Ss & Boat Ramp N/A N/A N/A N/A		
	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Fish Trap Acces Parking Accesible Spots	Good 3 1 Good N/A SS & Boat Ramp N/A N/A		
	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Fish Trap Acces Parking Accesible Spots Van Accesible	Good 3 1 Good N/A Ss & Boat Ramp N/A N/A N/A N/A		
33	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Fish Trap Acces Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps	Good 3 1 Good N/A N/A N/A N/A N/A N/A N/A N/A		
	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Fish Trap Acces Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps	Good 3 1 Good N/A SS & Boat Ramp N/A N/A		
33	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Fish Trap Acces Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Morgantown V Parking	Good 3 1 Good N/A		
33	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Fish Trap Acces Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Morgantown V Parking Accesible Spots	Good 3 1 Good N/A		
33	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Fish Trap Acces Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Morgantown V Parking Accesible Spots Van Accesible	Good 3 1 Good N/A Ss & Boat Ramp N/A N/A N/A N/A N/A N/A N/A N/A		
33	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Fish Trap Acces Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Morgantown V Parking Accesible Spots Van Accesible Path to/from Facilites	Good 3 1 Good N/A SS & Boat Ramp N/A N/A		
33	Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Fish Trap Acces Parking Accesible Spots Van Accesible Path to/from Facilites Wheelchair Ramps Morgantown V Parking Accesible Spots Van Accesible	Good 3 1 Good N/A N/A N/A N/A N/A N/A N/A N/A		

35	Marlow Ferry W	
	Parking	N/A
	Accesible Spots	N/A
	Van Accesible	N/A
	Path to/from Facilites	N/A
		N1 / A
	Wheelchair Ramps	N/A
20	• •	
36	Magnolia Street \	Water Access
36	• •	Nater Access
36	Magnolia Street \	Water Access
36	Magnolia Street V	Nater Access
36	Magnolia Street V Parking Accesible Spots	Nater Access N/A N/A

• **Curb ramps/Curb cuts and Pedestrian Crossings** – Approximately 332 curb ramp and pedestrian crossing locations were inspected during the barrier analysis for Districts 2, 3, and 4. Seventeen of these locations were identified as critical issues. Critical locations were generally those where a curb ramp is required, or is potentially required, but does not exist. Efforts are underway to address critical locations. Non-critical locations will be addressed as funding becomes available or as part of routine maintenance. Point numbers correspond with the inspection points catalogued and on file with the Highway Department.

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	Districts 2	-4 Curb Ramps and Pedestrian Crossings Barı	rier Analysis	
Point	Corner Ramps	Single Ramps	All Other (Domes, cross-walk, etc.)	WITHIN MPO
1			Domes	Yes
2		Remove/Replace/Domes		Yes
3	Construct ADA landing ramp/tripping hazard			Yes
4	Construct ADA landing ramp/tripping hazard			Yes
5		Remove/Replace/Domes/tripping hazard		Yes
6		Remove/Replace/Domes/tripping hazard		Yes
7		Remove/Replace/Domes		Yes
8		Remove/Replace/Domes		Yes
9		Remove/Replace/Domes		Yes
10	Cut back curb and gutter (Cross slope)/Domes			Yes
11	Remove/Replace/Domes			Yes
12	Remove/Replace/Domes			Yes
13	Remove/Replace/Domes/tripping hazard			Yes
14	Remove/Replace/Domes			Yes
15			Domes/Repair gaps in base	Yes
16		Remove/Replace/Domes		Yes
17		Construct ADA landing ramp		Yes
18			Domes/Repair gaps in base	Yes
19			Domes/Repair gaps in base	Yes
20			Domes	Yes
21			Domes	Yes
22			Domes	Yes
23			Domes	Yes
24			Domes	Yes
25			Domes	Yes
26	Remove/Replace/Domes			Yes
27			Domes	Yes
28	Remove/Replace/Domes			Yes
29	Remove/Replace/Domes			Yes
30		Remove/Replace/Domes		Yes
31	Remove/Replace/Domes/tripping hazard			Yes
32	, , , , , , , , , , , , , , , , , , ,		Domes	Yes
33	Remove/Replace/Domes			Yes
34	, , ,		Domes/minor repairs	Yes
35	Remove/Replace/Domes			Yes
36	Remove/Replace/Domes			Yes
37			Domes	Yes
38	Remove/Replace/Domes			Yes
39			Domes	Yes
40		Remove/Replace/Domes		Yes
41		Remove/Replace/Domes		Yes
42		Remove/Replace/Domes		Yes
43	Remove/Replace/Domes			Yes
44	Cut back curb and gutter (Cross slope)/Domes			Yes
45	Remove/Replace/Domes/Crosswalk			Yes
46	Remove/Replace/Domes/Crosswalk			Yes
47	Construct ADA ramp			Yes
48	Remove/Replace/Domes/Remove Striping from 63 to 64			Yes
49	Remove/Replace/Domes/Restripe Crosswalk from 63 to 62			Yes
50			Domes/restripe crosswalk	Yes
51			Domes/restripe crosswalk	Yes
52			Domes/tripping hazard	Yes
53			Domes/tripping hazard	Yes
54			Repair/remove tripping hazard/restripe crosswalk	Yes
55		Remove/Replace/Domes/tripping hazard/restripe crosswalk		Yes
56			Domes/restripe crosswalk	Yes
57			Domes/restripe crosswalk	Yes

	Distri	cts 2-4 Curb Ramps and Pedestrian Crossings Barrie	r Analysis	
Point	Corner Ramps	Single Ramps	All Other (Domes, cross-walk, etc.)	WITHIN MPO
58			Domes	Yes
59			Domes	Yes
60		Compliant ramp/restripe crosswalk	Donies	Yes
61		Compliant ramp/restripe crosswalk		Yes
62	N/A - COMPLIANT			Yes
63	Construct Level Landing Area			Yes
64			Domes	Yes
65			Domes/repair cracks	Yes
66		Compliant ramp/tripping hazard	Domes/repair cracks	Yes
67		N/A - COMPLIANT		Yes
68		Cut back sidewalk/perpendicular ramp/Domes/restripe crosswalk		Yes
69		Cut back sidewark/perpendicular ramp/bomes/rescripe crosswark	Domes	Yes
70			Domes	Yes
		Demons Cidewalk (add erens at receive (Demon	Domes	
71		Remove Sidewalk/add ramp at crossing/Domes		Yes
72 73		Relocate crosswalk/construct new ramps Remove/Replace/Domes		Yes
				Yes
74 75		Remove/Replace/Domes	Press	Yes
			Domes	Yes
76		Demonstration (D	Domes	Yes
77		Remove/Replace/Domes	-	Yes
78			Domes	Yes
79		Cut curb/Remove/Replace/Domes		Yes
80			Widen Sidewalk/tripping hazard/gap	Yes
81			Widen Sidewalk/tripping hazard/gap	Yes
82		Cut curb/Remove/Replace/Domes		Yes
83			Domes/when sidewalk is constructed	Yes
84			Domes	Yes
85		Remove/Replace/Domes		Yes
86			Domes	Yes
87		Construct Level landing/Domes		Yes
88	Remove/Replace/Domes			Yes
89	Remove/Replace/Domes			Yes
90		Construct Level landing/Domes		Yes
91		Construct Level landing/Domes		Yes
92			Domes	Yes
93		Remove/Relocate/Domes/Tripping Hazard/needs crosswalk (safe zone)		Yes
94		Remove/Relocate/Domes/Tripping Hazard/needs crosswalk (safe zone)		Yes
95			Domes	Yes
96		Remove/Replace/Domes		Yes
97			Domes	Yes
98		Remove/Replace/Domes		Yes
99		Remove/Replace/Domes		Yes
100		Remove/Replace/Domes		Yes
101			Domes/restripe crosswalk	Yes
102			Domes/restripe crosswalk	Yes
103			Domes	Yes
103			Domes	Yes
105			Domes	Yes
105			Domes	Yes
107			Domes	Yes
108		Remove/Replace/Domes	Donnes	Yes
109		nemove/Replace/Domes	Pappin curb and gutter/Demo-	Yes
		Permeus /Deniess /Denies	Repair curb and gutter/Domes	
110		Remove/Replace/Domes	Dennes franciscular in a base of	Yes
111	Para ana (Para) (P		Domes/repair tripping hazard	Yes
112	Remove/Replace/Domes			Yes
113			Domes	Yes
114			Domes	Yes
115			Domes	Yes

ADA Barrier Analysis - Baldwin County Commission

	Districts	2-4 Curb Ramps and Pedestrian Crossings Barri	er Analysis	
Point	Corner Ramps	Single Ramps	All Other (Domes, cross-walk, etc.)	WITHIN MPO
116	Remove/Replace/Domes	- · ·		Yes
117	Cut curb and gutter/Remove/Replace/Domes			Yes
118			Domes	Yes
119			Domes	Yes
120			Domes	Yes
121		Remove/relocate across from 137/cut back curb and gutter/Domes		Yes
122		Cut curb and gutter/Remove/Replace/Domes		Yes
123		Saw-cut/Remove/Replace/Domes		Yes
124		Saw-cut/Remove/Replace/Domes		Yes
125			Domes/clean vegetation (when sidewalk constructed)	Yes
126			Remove/Replace/Domes (when sidewalk constructed)	Yes
127			Domes/clean vegetation (when sidewalk constructed)	Yes
128			Domes	Yes
129	DELETED - Not on County Maintained Road	DELETED - Not on County Maintained Road	DELETED - Not on County Maintained Road	Yes
130		Remove/Replace/Domes		Yes
131	· ·		Domes	Yes
132	Remove/Replace/Domes			Yes
133			Domes	Yes
134	Remove/Replace/Domes			Yes
135	Remove/Replace/Domes			Yes
136			Domes	Yes
137	Remove/Replace/Domes			Yes
138			Domes	Yes
139			Domes	Yes
140			Domes	Yes
141			Domes	Yes
142	Remove/Replace/Domes		Demos francisco in a la const	Yes
143 144			Domes/repair tripping hazard	Yes
			Domes/repair tripping hazard	Yes
145 146		Saw-cut/Remove/Replace/Domes	Domes	Yes
146		Saw-cut/Remove/Replace/Domes Saw-cut/Remove/Replace/Domes		Yes Yes
147		Remove portion of curb and gutter/Construct ADA compliant ramp		Yes
149		Remove portion of curb and gutter/Construct ADA compliant ramp		Yes
150	N/A - COMPLIANT	Remove portion of carb and gotter/construct ADA compliant ramp		Yes
151	N/A - COMPEIANT	Saw-cut/Remove/Replace/Domes		Yes
151	Saw-cut/Remove/Replace/Domes	Saw-cut/kemove/kepiace/bomes		Yes
152	Saw-cut/Remove/Replace/Domes			Yes
155	Saw-cut/Remove/Replace/Domes			Yes
154	Saw-cut/Remove/Replace/Domes			Yes
155	Saw-cut/Remove/Replace/Domes			Yes
157	Saw-cut/Remove/Replace/Domes			Yes
158	Saw-cut/Remove/Replace/Domes			Yes
159	Saw-cut/Remove/Replace/Domes			Yes
160	Saw-cut/Remove/Replace/Domes			Yes
161		Saw-cut/Remove/Replace/Domes		Yes
162		Saw-cut/Remove/Replace/Domes		Yes
163		Saw-cut/Remove/Replace/Domes		Yes
164		Construct ADA ramp		Yes
165		Saw-cut/Remove/Replace/Domes		Yes
166		Saw-cut/Remove/Replace/Domes		Yes
167		Construct ADA compliant ramp		Yes
168		Saw-cut/Remove/Replace/Domes		Yes
169	Saw-cut/Remove/Replace/Domes			Yes
170	Saw-cut/Remove/Replace/Domes			Yes
171		Saw-cut/Remove/Replace/Domes		Yes
172		Saw-cut/Remove/Replace/Domes		Yes
173		Saw-cut/Remove/Replace/Domes		Yes

ADA Barrier Analysis - Baldwin County Commission

	District	s 2-4 Curb Ramps and Pedestrian Crossings Barri	er Analysis	
Point	Corner Ramps	Single Ramps	All Other (Domes, cross-walk, etc.)	WITHIN MPO
174		Saw-cut/Remove/Replace/Domes		Yes
175		Saw-cut/Remove/Replace/Domes		Yes
176		Construct ADA compliant ramp		Yes
177		Saw-cut/Remove/Replace/Domes		Yes
178		Saw-cut/Remove/Replace/Domes		Yes
179		Saw-cut/Remove/Replace/Domes		Yes
180		Saw-cut/Remove/Replace/Domes		Yes
181		Remove/Replace/Domes		Yes
182		Construct ADA landing ramp		Yes
183	Saw-cut/Remove/Replace/Domes			Yes
184	Saw-cut/Remove/Replace/Domes			Yes
185		Saw-cut/Remove/Replace/Domes		Yes
186		Saw-cut/Remove/Replace/Domes		Yes
187		Saw-cut/Remove/Replace/Domes		Yes
188		Saw-cut/Remove/Replace/Domes		Yes
189		Construct ADA compliant ramp		Yes
190		Saw-cut/Remove/Replace/Domes		Yes
191	Saw-cut/Remove/Replace/Domes			Yes
191	and and remend included evening	Construct ADA compliant ramp		Yes
192		Construct ADA compliant ramp		Yes
194		Construct ADA compliant ramp		Yes
194		Construct ADA compliant ramp		Yes
	Saw cut/Remove/Replace/Democ	construct ADA compliant ramp		
196 197	Saw-cut/Remove/Replace/Domes	Saw-cut/Remove/Replace/Domes		Yes
		Saw-cut/Remove/Replace/Domes		Yes
198				Yes
199		Saw-cut/Remove/Replace/Domes		Yes
200	Course of Designs (Designs (Designs)	Saw-cut/Remove/Replace/Domes		Yes
201 202	Saw-cut/Remove/Replace/Domes			Yes
	Saw-cut/Remove/Replace/Domes	Convert Reasons (Realized (Reasons		Yes
203 204		Saw-cut/Remove/Replace/Domes		Yes
		Saw-cut/Remove/Replace/Domes/tripping hazard		Yes
205		Saw-cut/Remove/Replace/Domes		Yes
206			Domes	Yes
207		Saw-cut/Remove/Replace/Domes		Yes
208			Domes/clear debris	Yes
209		Saw-cut/Remove/Replace/Domes/restripe crosswalk		Yes
210		Saw-cut/Remove/Replace/Domes		Yes
211		Saw-cut/Remove/Replace/Domes		Yes
212		Saw-cut/Remove/Replace/Domes		Yes
213		Saw-cut/Remove/Replace/Domes		Yes
214		Saw-cut/Remove/Replace/Domes		Yes
215			Domes	Yes
216			Domes	Yes
217		Saw-cut/Remove/Replace/Domes		Yes
218			Domes	Yes
219		Saw-cut/Remove/Replace/Domes/remove vegetation		Yes
220		Saw-cut/Remove/Replace/Domes/restripe crosswalk		Yes
221		Saw-cut/Remove/Replace/Domes		Yes
222		Saw-cut/Remove/Replace/Domes/tripping hazard/restripe crosswalk		Yes
223		Saw-cut/Remove/Replace/Domes		Yes
224		Saw-cut/Remove/Replace/Domes/restripe crosswalk		Yes
225		Saw-cut/Remove/Replace/Domes		Yes
226		Saw-cut/Remove/Replace/Domes/restripe crosswalk		Yes
227		Saw-cut/Remove/Replace/Domes/restripe crosswalk		Yes
228		Saw-cut/Remove/Replace/Domes/restripe crosswalk		Yes
229			N/A - COMPLIANT	Yes
230			N/A - COMPLIANT	Yes
230				

	Districts	2-4 Curb Ramps and Pedestrian Crossings Barrie		
Point	Corner Ramps	Single Ramps	All Other (Domes, cross-walk, etc.)	WITHIN MPO
232		Saw-cut/Remove/Replace/Domes/restripe crosswalk		Yes
233		Saw-cut/Remove/Replace/Domes/restripe crosswalk		Yes
234		Saw-cut/Remove/Replace/Domes/restripe crosswalk		Yes
235		Saw-cut/Remove/Replace/Domes/restripe crosswalk		Yes
236		Saw-cut/Remove/Replace/Domes/restripe crosswalk		Yes
237			Domes	Yes
238			Domes/clear debris	Yes
239		Saw-cut/Remove/Replace/Domes		Yes
240			Domes	Yes
241		Saw-cut/Remove/Replace/Domes		Yes
242			Domes	Yes
243		Saw-cut/Remove/Replace/Domes		Yes
244	Saw-cut/Remove/Replace/Domes			Yes
245 246	Saw-cut/Remove/Replace/Domes Saw-cut/Remove/Replace/Domes			Yes
246				Yes
247	Saw-cut/Remove/Replace/Domes	Saw-cut/Remove/Replace/Domes		Yes
248				
249		Saw-cut/Remove/Replace/Domes Saw-cut/Remove/Replace/Domes		Yes
250				
		Saw-cut/Remove/Replace/Domes		Yes
252	Saw-cut/Remove/Replace/Domes	Saw-cut/Remove/Replace/Domes		Yes
253	Saw-cut/Remove/Replace/Domes			Yes
255				
255	Saw-cut/Remove/Replace/Domes		Domes	Yes
257		Course of Demonstry (Demonstry	Domes	Yes
258 259		Saw-cut/Remove/Replace/Domes	N/A - COMPLIANT	Yes
260	Saw-cut/Remove/Replace/Domes		N/A - COMPLIANT	Yes
260	Saw-cut/Remove/Replace/Domes			Yes
262	Saw-cut Remove/ Replace/ Domes	Saw-cut/Remove/Replace/Domes		Yes
263		Saw-cut/Remove/Replace/Domes		Yes
265		saw-cut/ kelliove/ keplace/ bollies	Domes	Yes
265		Saw-cut/Remove/Replace/Domes	Domes	Yes
265		Saw-cut/Remove/Replace/Domes		Yes
267		Saw-cut/Remove/Replace/Domes		Yes
268		Saw-cut/Remove/Replace/Domes		Yes
269	Saw-cut/Remove/Replace/Domes	saw-cut/ kemove/ kepiace/ bomes		Yes
209	saw-cut/ Kemove/ Kepiace/ Domes	Saw-cut/Remove/Replace/Domes		Yes
270		Saw-cut/Remove/Replace/Domes		Yes
271 272		Saw-cut/Remove/Replace/Domes		Yes
272		Saw-cut/Remove/Replace/Domes		Yes
273		Saw-cut/Remove/Replace/Domes		Yes
275		Saw-cut/Remove/Replace/Domes		Yes
275		Saw-cut/Remove/Replace/Domes		Yes
270		Saw-cut/Remove/Replace/Domes		Yes
278		Saw-cut/Remove/Replace/Domes		Yes
279		Saw-cut/Remove/Replace/Domes		Yes
280			Domes	Yes
281			Domes	Yes
282			Domes	Yes
283			Domes	Yes
285			Domes	Yes
285			Domes	Yes
285			Domes	Yes
287			Domes	Yes
288			Domes	Yes
289			Domes	Yes

ADA Barrier Analysis - Baldwin County Commission

	District	s 2-4 Curb Ramps and Pedestrian Crossings Barrie	r Analysis	
Point	Corner Ramps	Single Ramps	All Other (Domes, cross-walk, etc.)	WITHIN MPO
290			Domes	Yes
291			Domes	Yes
292			Domes	Yes
293			Domes	Yes
294		Remove portion of curb and gutter/Construct ADA compliant ramp		Yes
295		Remove portion of curb and gutter/Construct ADA compliant ramp		Yes
296		Remove portion of curb and gutter/Construct ADA compliant ramp		Yes
297		Saw-cut/Remove/Replace/Domes		Yes
298		Remove portion of curb and gutter/Construct ADA compliant ramp		Yes
299		Remove portion of curb and gutter/Construct ADA compliant ramp		Yes
300		Saw-cut/Remove/Replace/Domes		No
301		Saw-cut/Remove/Replace/Domes		No
302		Construct ADA compliant ramp		No
303		Construct ADA compliant ramp		No
304		Construct ADA compliant ramp		No
305		Construct ADA compliant ramp		No
306		Removed scored concrete/Domes		No
307		Removed scored concrete/Domes		No
308			Domes	No
309			Domes	No
310		Construct ADA compliant ramp/Crosswalk/repair sidewalk		No
311		Construct ADA compliant ramp/Crosswalk/repair sidewalk		No
312		Construct Crosswalk/ Domes		No
313		Construct Crosswalk/ Domes		No
314		Construct ADA compliant ramp/Crosswalk		No
315		Construct ADA compliant ramp/Crosswalk		No
316		Construct Crosswalk/ Domes		No
317		Construct ADA compliant ramp/Crosswalk		No
318	Construct ADA compliant ramp/Crosswalk			No
319	Construct ADA compliant ramp/Crosswalk			No
320	Construct ADA compliant ramp/Crosswalk			No
321	Construct ADA compliant ramp/Crosswalk			No
322	Construct ADA compliant ramp/Crosswalk			No
323		Saw-cut/Remove/Replace/Domes		No
324		Saw-cut/Remove/Replace/Domes		No
325			Domes	No
326		Saw-cut/Remove/Replace/Domes		No
327		Saw-cut/Remove/Replace/Domes		No
328		Saw-cut/Remove/Replace/Domes		No
329	Saw-cut/Remove/Replace/Domes			No
330	Saw-cut/Remove/Replace/Domes			No
331	Construct ADA compliant ramp/Crosswalk			No
332	Construct ADA compliant ramp			No

Attachment A (continued)



• Parking

*Evaluated as part of the 2013 Baldwin County Commission facilities Barrier Analysis and Transition Plan.

• Sidewalks

*Baldwin County's maintained sidewalks were surveyed and evaluated through a windshield and foot survey. Noncritical issues were observed and will be handled, if rectifiable, as funds become available or through routine maintenance. Attachment B

Barrier Removal and Modification Schedule

Commission District 1

Facility	Address	City	Zip	Barrier	Modification(s)	Cost (\$)	Target Date*
JUDGE OF PROBATE BUILDING	220 COURTHOUSE SQ	BAY MINETTE	36507	HC Parking	1 additional space, smooth out, re-striping		
BAY MINETTE HIGHWAY OFFICE	203 DICKMAN RD	BAY MINETTE	36507	HC Parking	Add 1 additional accesible spot, signage, re- paint		
BALDWIN COUNTY ANNEX V	1705B U S HWY 31 S	BAY MINETTE	36507	HC Parking	Add additional spot to match signs, add 1 space		
NORTH BALDWIN COUNCIL ON AGING	55810 CANAAN RD W	VAUGHN	36579	HC Parking	Add van accesible spot, signage, aisles		
BYRNE ST BUILDING	302 BYRNE ST	BAY MINETTE	36507	HC Parking	Add Signage		
BALDWIN COUNTY BOARD OF EDUCATION	2600 N HAND AV	BAY MINETTE	36507	HC Parking	Add 2 spots (one van accesible)		
SIDEWALK	7140 Applewater Ct.			Running Slope			
SIDEWALK	7161 Applewater Dr.			Sidewalk Cracks	Replace cracked tile		
SIDEWALK	33662 Boardwalk Dr.			slope			
SIDEWALK	7275Northbrook Dr.			Grass			
SIDEWALK	33564 Alder Ct.			Cracks			
SIDEWALK	33545 Alder Ct			Cracks			
SIDEWALK	33502 Alder Ct.			Grass/crack			
SIDEWALK	33522 Alder Ct.			Cracks			
SIDEWALK	33046 Flintwood Cr			Cracks			
SIDEWALK	7065 7057 Carson Ln			Slope			
SIDEWALK	6927 Carson Ln			Seeperated section			
SIDEWALK	7149 Steelwater Blvd.			Seperated			
SIDEWALK	8086 Delta Woods Dr.			Cross Slope			
SIDEWALK	8248 Delta Woods Dr.			Cross Slope			
SIDEWALK	8146 Delta Woods Dr.			Grass	Edge/cut grass on sides to expose usable sidewalk		
SIDEWALK	8424 Irving Ct.			Cross Slope			

*Target date is subject to availability of funding

Attachment B Continued - Commission Districts 2-4

ADA Critical Sites					
Revised Point	Location	Corner Ramps	Single Ramps	Cost	Target Date:
45	Southwest corner of Middle St and Young St intersection Fairhope, Alabama	Remove/Replace/DWS/Crosswalk		\$2,400	5/1/2018
46	Southeast corner of Middle St and Young St intersection Fairhope, Alabama	Remove/Replace/DWS/Crosswalk		\$2,400	5/2/2018
148	Northwest corner of Cressida Loop and County Road 54 East, Daphne, Alabama		Remove portion of curb and gutter/ Construct ADA compliant ramp	\$2,000	5/4/2018
149	Southwest corner of Cressida Loop and County Road 54 East, Daphne, Alabama		Remove portion of curb and gutter/ Construct ADA compliant ramp	\$2,000	5/5/2018
167	Southwest corner of Sassaman Court and Austin Road, Daphne, Alabama		Construct ADA compliant ramp	\$2,000	5/6/2018
176	Northwest corner of Tealwood Drive and County Road 64, Daphne, Alabama		Construct ADA compliant ramp	\$2,000	5/7/2018
182	South corner of Brookshire Loop and County Road 13, Daphne, Alabama		Construct ADA landing ramp	\$2,000	5/8/2018
189	Northwest corner of Edgewood Drive, Daphne, Alabama		Construct ADA compliant ramp	\$2,000	5/9/2018
192	Northside of Belgrove Avenue between Dean Court North and Bran Court North, Daphne, Alabama		Construct ADA compliant ramp	\$2,000	5/10/2018
193	Southside of Belgrove Avenue between Dean Court South and Bran Court South, Daphne, Alabama		Construct ADA compliant ramp	\$2,000	5/11/2018
194	Southside of Belgrove Avenue between Jan Court South and Dean Court South, Daphne, Alabama		Construct ADA compliant ramp	\$2,000	5/12/2018
195	Northside of Belgrove Avenue between Jan Court North and Dean Court North, Daphne, Alabama		Construct ADA compliant ramp	\$2,000	5/13/2018
323	Tallasee Blvd entrance (right) (Hidden Lakes at Bon Secour)		Saw-cut/Remove/Replace/DWS	\$2,000	5/14/2018
324	Tallasee Blvd entrance (left) (Hidden Lakes at Bon Secour)		Saw-cut/Remove/Replace/DWS	\$2,000	5/15/2018
331	Marble Ct (left entrance)	Construct ADA compliant ramp /Crosswalk		\$2,000	5/16/2018
332	Marble Ct (right entrance)	Construct ADA compliant ramp		\$2,000	5/17/2018

Attachment C

Public Comments and Responses

August 16, 2018 Public Meeting

	Draft ADA Transition Plan Public Input <u>COMMENT FORM</u> BALDWIN COUNTY HIGHWAY DEPARTMENT
Date:	
Name: Dos	Othy Mitchell
Address: (P.O.	Dox H'll (Point clear 1+ 36564
Phone: 25/- (622-470/ Email: Mitchellclan 2014@gmail.co
for pe and t clear.	ople of who have discibilities the public at Zundel in point
	to your comment by email (response will be attached in pdf format) instead of
May we respond U.S. Mail?	Yes No
U.S. Mail?	Yes <u>Ves</u> No <u>No</u> No <u>No</u> No <u>No</u> No <u>No</u> No No <u>No</u> No



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

September 18, 2018

VIA EMAIL: Dorothy Mitchell PO Box 471 Point Clear, AL 36564 mitchellclan2014@gmail.com

Re: Response to Public Comment Regarding Baldwin County ADA Transition Plan

Dear Mrs. Mitchell,

Thank you for taking the time to participate in our August 16, 2018, public meeting in Fairhope regarding Baldwin County's ADA Transition Plan for public rights-of-way. Your participation and input is a valuable tool that we use to make sure our services and projects reflect the actual needs of the community. Your efforts help make Baldwin County a better place to live for all of us.

In your comment, you expressed a need for access to the water for people who have disabilities and specifically referenced Zundel Landing in Point Clear.

We are coordinating with the Eastern Shore MPO to identify funding for possible improvements to one of Baldwin County's water accesses in Point Clear that would provide addition accommodations to individuals with disabilities. Zundel Landing will be one of the sites examined. However, due to property constraints and other factors at Zundel Landing, we may ultimately find that an ADA compliant retrofit is not feasible at this location and be forced to consider other water accesses in the Point Clear area. Any possible improvements will also be contingent on securing the necessary funding for any project.

Thank you again for your participation in the public comment process for Baldwin County's ADA Transition Plan. Please do not hesitate to contact me at 972-8544 with any further questions or comments related to ADA accessibility in Baldwin County.

Sincerely Joey Nunnally, PE County Engineer

Draft ADA Transition Plan Public Input COMMENT FORM BALDWIN COUNTY HIGHWAY DEPARTMENT Date: Name: m Address: 9 Phone: 251 Email: m -DDIV Please provide any comments concerning the Proposed ADA Transition Plan (Please Print): rough rock 0 n 1100 pe (First) 61102 5 the lear, GV water nicess MART May we respond to your comment by email (response will be attached in pdf format) instead of Unpliance, U.S. Mail? Yes No Please fill out and return to Baldwin County Highway Department staff or send to the address below:

Mr. Matthew Brown 251-970-4055 Post Office Box 220 Silverhill, Alabama 36576 msbrown@baldwincountyal.gov



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

September 18, 2018

VIA EMAIL: Robin Hutchison 16030 Scenic Hwy 98 Point Clear, AL 36564 robin.hutch1@gmail.com

Re: Response to Public Comment Regarding Baldwin County ADA Transition Plan

Dear Mrs. Hutchison,

Thank you for taking the time to participate in our August 16, 2018, public meeting in Fairhope regarding Baldwin County's ADA Transition Plan for public rights-of-way. Your participation and input is a valuable tool that we use to make sure our services and projects reflect the actual needs of the community. Your efforts help make Baldwin County a better place to live for all of us.

In your comment, you expressed a need for access to the water for people who have disabilities between County Road 1 and the Fairhope City Limits. You noted that access at the Fairhope Beach Park, just north of the Fairhope Municipal Pier, has been effectively closed due to the substantial fee charged to non-residents of Fairhope. You specifically referenced Zundel Landing in Point Clear as a priority to make ADA accessible.

We are coordinating with the Eastern Shore MPO to identify funding for possible improvements to one of Baldwin County's water accesses in Point Clear that would provide addition accommodations to individuals with disabilities. Zundel Landing will be one of the sites examined. However, due to property constraints and other factors at Zundel Landing, we may ultimately find that an ADA compliant retrofit is not feasible at this location and be forced to consider other water accesses in the Point Clear area. Any possible improvements will also be contingent on securing the necessary funding for any project.

Thank you again for your participation in the public comment process for Baldwin County's ADA Transition Plan. Please do not hesitate to contact me at 972-8544 with any further questions or comments related to ADA accessibility in Baldwin County.

Sincerely,

Joey Nunnally, PE County Engineer



File #: 20-0857, Version: 1

Item #: BN5

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Joey Nunnally, P.E. County Engineer Submitted by: John Sedlack, Design Tech III

ITEM TITLE

County Road 28 and State Route 59 Traffic Signal Installation - Permission to Advertise

STAFF RECOMMENDATION

Take the following actions:

1) Approve the Purchasing Manager to place a competitive bid for the County Road 28 and State Route 59 Traffic Signal Installation Project; and

2) Approve the Chairman to sign any project related documents.

BACKGROUND INFORMATION

Previous Commission action/date:

<u>November 19, 2019</u>: The Commission approved Resolution No. 2020-027 and authorized the Chairman to execute a construction funding agreement with the Alabama Department of Transportation (ALDOT) for the following:

1) Intersection improvements at County Road 71 at State Route 59 for an estimated cost of \$105,058.83 with ALDOT funding the project; and

2) Signal installation at County Road 28 and State Route 59 for an estimated cost of \$209,402.64 with ALDOT and Baldwin County each providing 50% (\$104,701.32).

(Agreement shall be effective on the date of the approval of the Governor of Alabama and shall terminate on January 1, 2022, unless terminated by either party upon the delivery of a thirty (30) day notice of termination.)

<u>November 19, 2019</u>: The Commission approved an Intergovernmental Service Agreement between Baldwin County and the Town of Summerdale for funding assistance to install a traffic signal at the intersection of County Road 28 and State Route 59. (*This agreement shall become effective upon the date of full execution by both parties and terminate twenty-four (24) months from its effective*

date.)

Background: The Alabama Department of Transportation (ALDOT) and the Baldwin County Highway Department have determined the need for a traffic signal at the intersection of County Road 28 and State Route 59 in Summerdale. The Town of Summerdale has agreed to assist in the funding of this project in the amount of \$75,000.00.

FINANCIAL IMPACT

Total cost of recommendation: \$29,701.32

Budget line item(s) to be used: 0213819.5150

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 Pre-Construction staff will submit advertisement to Wanda Gautney, Purchasing Manager, to place a competitive bid once plans and contracts are complete.

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





File #: 20-0852, Version: 1

Item #: BN6

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Joey Nunnally, P.E., County Engineer Submitted by: John Sedlack, Design Tech III

ITEM TITLE

Fernwood Drive West Drainage Improvements - Permission to Advertise

STAFF RECOMMENDATION

Take the following actions:

1) Approve the Purchasing Manager to place a competitive bid for the Fernwood Drive West Drainage Improvements; and

2) Approve the Chairman to execute any project related documents.

BACKGROUND INFORMATION

Previous Commission action/date:

<u>June 6, 2017</u>: The Commission approved the Chairman sending a letter to the United States Navy requesting an easement to construct a detention pond near Sunrise Subdivision to address flooding conditions in the area.

<u>November 6, 2018</u>: The Commission authorized the Chairman to execute a Construction Agreement with Sunrise Property Owners' Association; and authorized the Chairman to sign any other project related documents.

Background:

Citizens and a local business have contacted the County, City of Foley and the Alabama Department of Transportation (ALDOT) seeking help to stop water damage to their properties due to several flooding events in the area. After review, it was determined a detention pond and drainage system would help to alleviate the flooding conditions.

FINANCIAL IMPACT

Total cost of recommendation: \$275,000.00 approved in Fiscal Year 2020 Budget

Budget line item(s) to be used: 0216717.5150.014

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

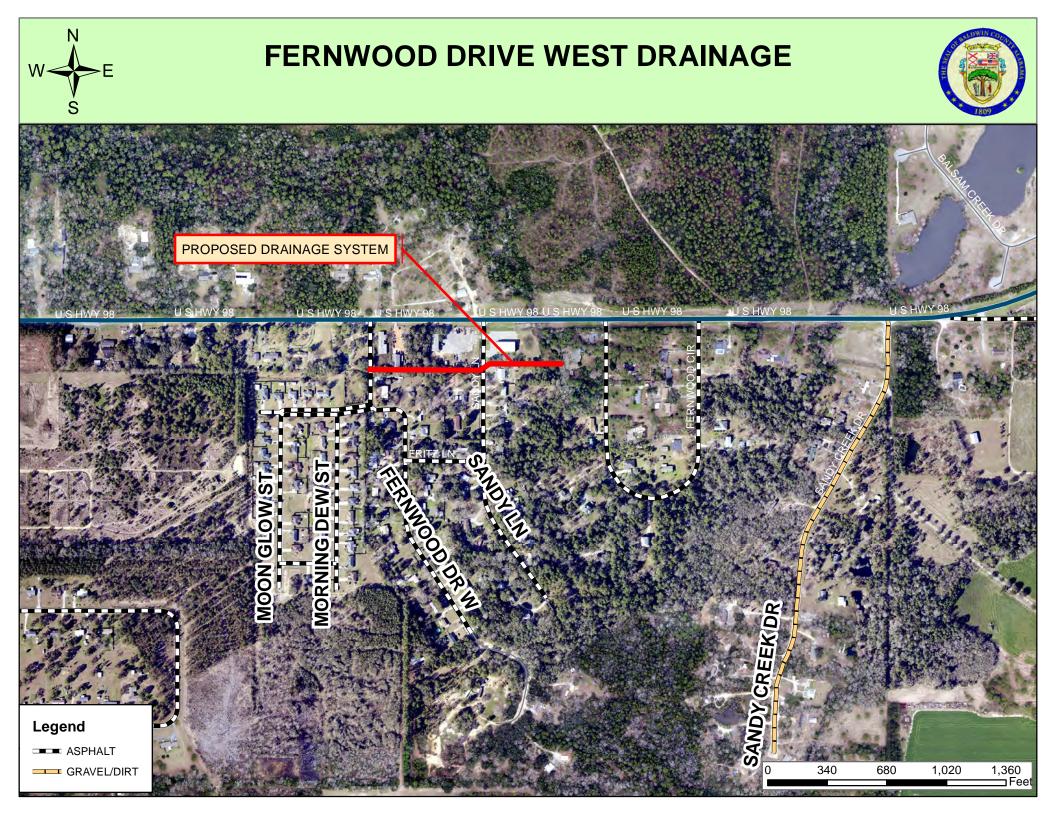
FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up:

Highway Department Pre-Construction staff will submit advertisement to Wanda Gautney, Purchasing Manager, to place a competitive bid once plans and contracts are complete.

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





File #: 20-0855, Version: 1

Item #: BN7

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Joey Nunnally, P.E., County Engineer Submitted by: John Sedlack, Design Tech III

ITEM TITLE

Hoyle Bryars Road East Bridge Replacement - Permission to Advertise

STAFF RECOMMENDATION

Take the following actions:

1) Approve the Purchasing Manager to place a competitive bid for the Hoyle Bryars Road East Bridge Replacement Project; and

2) Approve the Chairman to sign any project related documents.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Hoyle Bryars Road East Bridge needs to be replaced due to poor condition. The Commission approved funds in the Fiscal Year 2020 Budget in the amount of \$1,200,000.00 for the replacement.

FINANCIAL IMPACT

Total cost of recommendation: \$1,200,000.00 approved in Fiscal Year 2020 Budget

Budget line item(s) to be used: 0218117.5150

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

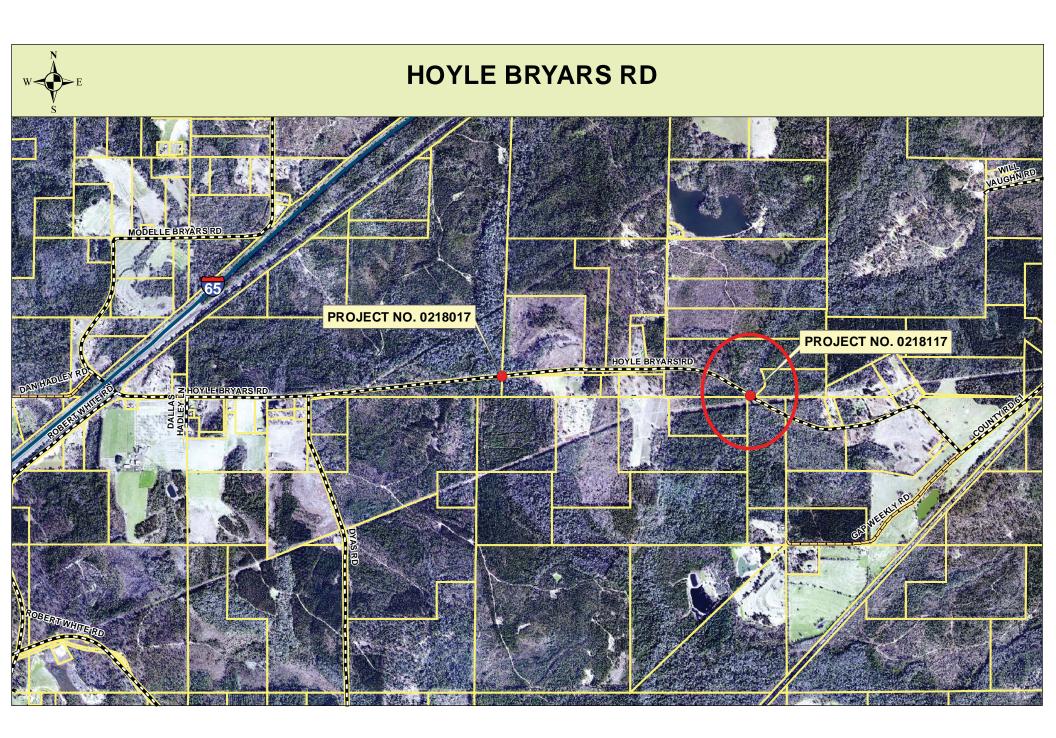
FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up:

Highway Department, Pre-Construction staff will submit advertisement to Wanda Gautney, Purchasing Manager, to place a competitive bid once plans and contracts are complete.

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





File #: 20-0854, Version: 1

Item #: BN8

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Joey Nunnally, P.E., County Engineer Submitted by: Zachary Bodle, Design Tech I

ITEM TITLE

Scenic Highway 98 Pedestrian Bridge Repairs - Permission to Advertise

STAFF RECOMMENDATION

Take the following actions:

1) Approve the Purchasing Manager to place a competitive bid for the Scenic Highway 98 Pedestrian Bridge Repairs; and

2) Approve the Chairman to execute any project related documents.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The four pedestrian bridges on Scenic Highway 98 are in need of deck and hand-rail repairs. The Commission approved \$300,000.00 for these repairs in the Parks Department annual Fiscal Year 2020 budget.

FINANCIAL IMPACT

Total cost of recommendation: \$300,000.00 approved in Fiscal Year 2020 Budget

Budget line item(s) to be used: 0203320.5150

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

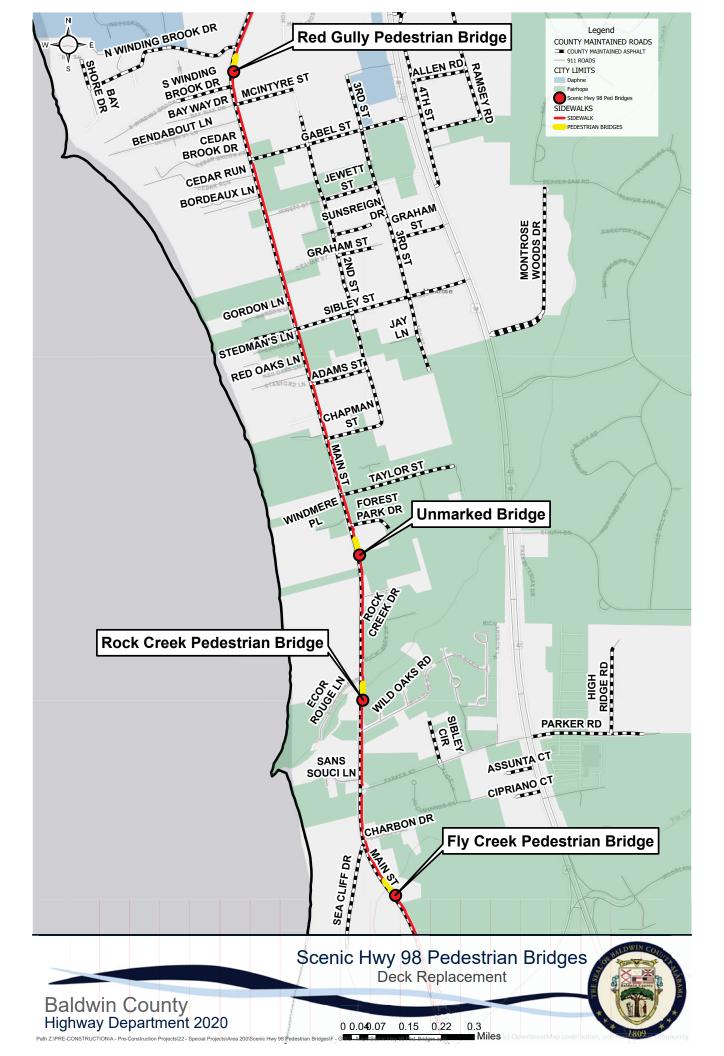
FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up:

Highway Department Pre-Construction staff will submit advertisement to Wanda Gautney, Purchasing Manager, to place a competitive bid once plans and contracts are complete.

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





File #: 20-0826, Version: 1

Item #: BQ1

Meeting Type: BCC Regular Meeting
Meeting Date: 3/3/2020
Item Status: New
From: Wayne Dyess, County Administrator
Kim Peacock, Animal Shelter Manager
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Animal Shelter Department - Position Change

STAFF RECOMMENDATION

Take the following actions:

1) Abolish the part-time Animal Control Technician position (PID #PT53); and

2) Create a full-time Animal Control Technician position (PID #TBD); and

3) Approve the updated organizational chart for the Animal Shelter/Control.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The part-time Animal Control Technician position was vacated due to the promotion of the previous employee. The County Administrator respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$7,026.36 - not budgeted

Budget line item(s) to be used: 55410.5113

If this is not a budgeted expenditure, does the recommendation create a need for funding? Budgeted funds related to the vacant Senior Animal Control Officer position are available to cover the cost associated with the requested position. The Senior Animal Control Officer position is vacant due to the retirement of an employee and will not be filled in this budget cycle.

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? $\ensuremath{\mathsf{N/A}}$

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

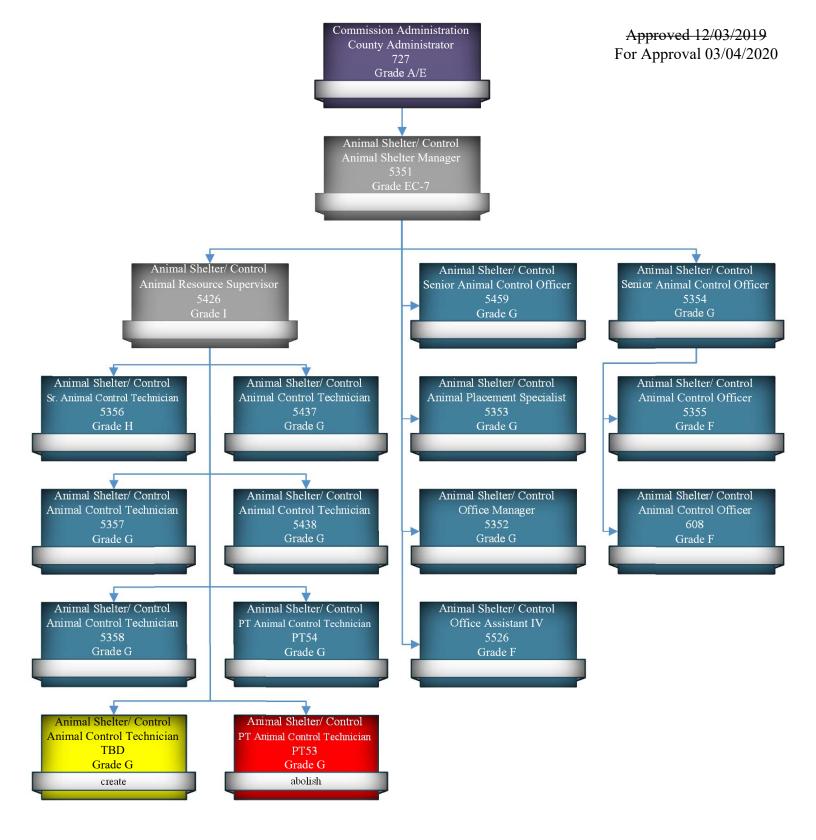
If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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





File #: 20-0827, Version: 1

Item #: BQ2

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Betty Sweet, Board of Registrars Chairman Deidra Hanak, Personnel Director Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE Board of Registrars - Position Change

STAFF RECOMMENDATION

Abolish the part-time Office Assistant III position (PID #PT33).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: During the February 18, 2020 Regular Meeting, the Commission approved various changes for positions within the Board of Registrars. The abolishment of the part-time Office Assistant III position was left off of the final agenda, however the approved updated organizational chart reflected the abolishment. The Personnel Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51920.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Change

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



File #: 20-0828, Version: 1

Item #: BQ3

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Joey Nunnally, County Engineer Deidra Hanak, Personnel Director Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Foley) - Promotions

STAFF RECOMMENDATION

Take the following actions:

1) Approve the promotion of Hunter Skipper from the Operator Technician II position (PID #354) grade H-03 (\$15.343 per hour / \$31,913.44 annually) to fill the open Operator Technician III position (PID #318) at a grade I-02 (\$16.421 per hour / \$34,155.68 annually); and

2) Approve the promotion of Michael Bethea from the Operator Technician II position (PID #344) grade H-01 (\$14.60 per hour / \$30,368.00 annually) to fill the open Operator Technician III position (PID #329) at a grade I-EL (\$15.629 per hour / \$32,508.32 annually).

These actions will be effective no sooner than March 16, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: These positions were vacated in November 2019, due to the retirement and death of the previous employees. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$17,895.92 savings

Budget line item(s) to be used: 53113.5113

If this is not a budgeted expenditure, does the recommendation create a need for funding? $\ensuremath{\mathsf{N/A}}$

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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



File #: 20-0829, Version: 1

Item #: BQ4

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Joey Nunnally, County Engineer Deidra Hanak, Personnel Director Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Administration) - Updated Position Description for Operations Support Specialist II (Accounting Option)

STAFF RECOMMENDATION

Approve the updated position description for the Operations Support Specialist II (Accounting Option).

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: Personnel

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

POSITION DESCRIPTION

Title:	Operations Support Specialist II (Accounting Option)
Department:	Highway Department – Administration Section
Job Analysis:	January 2013 November 2018 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:	Chief Accountant/Highway, County Engineer (Dotted line to Highway Administrator)
Subordinate Staff:	Custodians None
Internal Contacts:	Accounting Department, Budget Director, Purchasing Department, Highway Supervisors, Highway Dispatchers, Grants Coordinator, Parks Department, Solid Waste Department, Area Maintenance
Personnel and other County	Employees
External Contacts:	Vendors, Representatives from other Agencies
Status:	Classified/Non-Exempt (H)

Job Summary

This individual provides <u>basic</u> administrative<u>on</u> and operation<u>als</u> support for the County's Highway Department. This individual also provides specific support to the Highway Supervisors, and <u>Dispatchers</u>. maintains organized office records and documents, assists in project review, reconciliation, and reimbursement, and any job/duty deemed necessary by his/her Supervisor and/or Designee.

Job Domains

A. Accounting Department

- 1. Contact vendors concerning any discrepancies.
- 2. Assist Chief Accountant with statistical reports, financial analyses, and project recaps.
- 3. Assist in yearly budget preparation. Review all project records and reconcile financial records between the Highway Department project management database and the County financial software. This includes confirming data is appropriately assigned to projects, updating notes, and preparing related journal entries for review.

- 4. Prepare and monitor third party billings for various reimbursable projects, including billing in accordance with agreements, following up on unpaid billings, tracking and documenting when payments are received, and reconciling Highway accounts receivable with Accounting's records.
- 5. Monitor all-Highway/Parks Departments monthly budget reports for accuracy and assists Chief Accountant with various reports reflecting current department figures.
- 6. Review reimbursements prepared by other Highway sections to confirm they are prepared in accordance with agreement/contract/etc. This includes following up on unpaid billings, tracking and documenting when payments are received, and reconciling Highway accounts receivable with Accounting's records.
- 5.7. Review invoices to confirm PO numbers and accounts assigned are correct and forward reviewed invoices to the Accounting Department.
- B. Purchasing
 - 1. Provide support for all purchasing for the Highway Department.
 - 2. Maintain and provides follow up on Highway/Parks Department purchase orders.
 - 3. Assist Highway supervisors concerning the purchasing of equipment and supplies.
 - 4. Handle asphalt ordering and daily activity sheets for Paving Crew.
 - 5. Handle all office supply ordering and stocking of office supply inventory.
- C. Administrative & Record Keeping
 - 1. Maintain records of all equipment for the Highway Department and assists Chief-Accountant with yearly equipment inventory. Electronic and hard copy project files.
 - 2. Maintain an accurate inventory of all electronic and software items.
 - 3. Maintain vendor invoice files.
 - 4. Maintain list <u>and files (electronic and hard copy)</u> of all contracts and notify staff when contracts are expiring; make notification early enough to renew contracts if needed.
 - 5. Maintain project management system database (labor, equipment, material) and create reports as needed. invoice spreadsheet
 - 6. Maintain project management system project database and ensure its accuracy and paritywith County financial software, EnterpriseOne.

Knowledge, Skills and Abilities

- 1. Verbal skills to communicate effectively with office staff and <u>the general public</u>.
- 2. Math skills to perform accounting and bookkeeping operations.
- 3. Writing skills to prepare reports, complete forms, compose letters and accurately and neatly post journals and ledgers.
- 4. Reading skills to read and understand written instructions, manuals and correspondence.
- 5. Listening skills to understand verbal communications with coworkers and public.
- 6. Ability to operate office machines such as calculator, computers and copy machine.
- 7. Thorough knowledge of basic bookkeeping and accounting principles and procedures.
- 8. Knowledge of general office procedures.

- 9. Thorough knowledge of departmental policies and procedures and ability to apply them to work problems.
- 10. Thorough knowledge of Microsoft Word and Excel.

Physical Characteristics

(In cases of physical handicap, reasonable accommodations will be made.)

- 1. See well enough to read fine print and numbers accurately and without transposition.
- 2. Hear well enough to respond to verbal communication and to use the telephone.
- 3. Speak well enough to communicate to the public in a polite and effective manner.
- 4. Body movement to bend, stoop and move about.
- 5. Manual dexterity to write and type.
- 6. Strength to lift up to 20 pounds.

Other Characteristics

- 1. High School diploma or equivalent.
- 2. Accounting and Bookkeeping experience of two (2) years.
- 3. Willing to work nonstandard hours as necessary.
- 4. Have a valid driver's license.



File #: 20-0830, Version: 1

Item #: BQ5

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Joey Nunnally, County Engineer Deidra Hanak, Personnel Director Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Construction Engineering) - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

1) Approve the employment of Eric Edwards to fill the open Engineering Technician I (Construction Option) position (PID #865) grade H-03 (\$15.343 per hour / \$31,913.44 annually), with said salary due to experience, to be effective no sooner than March 9, 2020; and

2) Approve the transfer of Halley Black from the Billing Account Specialist I position (PID #2082) grade G-EL (\$12.967 per hour / \$26,371.36 annually), in the Solid Waste Collections Administration Department (00511/54801), to fill the Office Manager position (PID #5012), with no change in pay, in the Highway Construction Engineering Department (00111/53120), to be effective no sooner than March 16, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: These positions were vacated in January 2020, by the transfer/termination of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$58,884.80 - budgeted

Budget line item(s) to be used: 53120.5113

If this is not a budgeted expenditure, does the recommendation create a need for funding? $\ensuremath{\mathsf{N/A}}$

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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



File #: 20-0831, Version: 1

Item #: BQ6

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Ron Ballard, JDC Director Deidra Hanak, Personnel Director Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Juvenile Detention Center - Employment of One (1) Part-Time Detention Technician Position

STAFF RECOMMENDATION

Approve the employment of Logan Salyers to fill the open part-time Detention Technician position (PID #PT40) at a grade G-EL (\$12.967 per hour) to be effective no sooner than March 9, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The part-time Detention Technician position was vacated in January 2020, due to the termination of the previous employee. The JDC Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$19,554.24 - 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? $\ensuremath{\mathsf{N/A}}$

File #: 20-0831, Version: 1

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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



File #: 20-0832, Version: 1

Item #: BQ7

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Harry D'Olive, Probate Judge Deidra Hanak, Personnel Director Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Probate Office - Employment of One (1) Recording Officer Position

STAFF RECOMMENDATION

Approve the employment of Michelle Jaye to fill the open Recording Officer position (PID #635) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually) to be effective no sooner than March 9, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Recording Officer position was vacated in September 2019, due to the transfer of the previous employee. The Probate Judge respectfully requests the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$26,971.36 - budgeted

Budget line item(s) to be used: 51300.5113

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? $\ensuremath{\mathsf{N/A}}$

File #: 20-0832, Version: 1

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Agenda Action Form

File #: 20-0833, Version: 1

Item #: BQ8

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Teddy Faust, Revenue Commissioner Deidra Hanak, Personnel Director Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Revenue Commission - Position Changes

STAFF RECOMMENDATION

Take the following actions:

1) Retitle the Collections Support Technician II position (PID #5510) to Mapping Support Specialist I; and

2) Retitle the Mapping Support Technician I position (PID #5338) to Collections Support Technician I; and

3) Approve the promotion of Melissa Harper from the Real Property Appraiser Trainee position (PID #5309) grade I-02 (\$16.421 per hour / \$34,155.68 annually) to fill the open Real Property Appraiser I position (PID #5519) at a grade J-01 (\$17.602 per hour / \$36,612.16 annually); and

4) Abolish the Real Property Appraiser Trainee position (PID #5309); and

5) Approve the updated organizational chart for Revenue Commission.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Revenue Commissioner respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$2,456.48 increase - 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

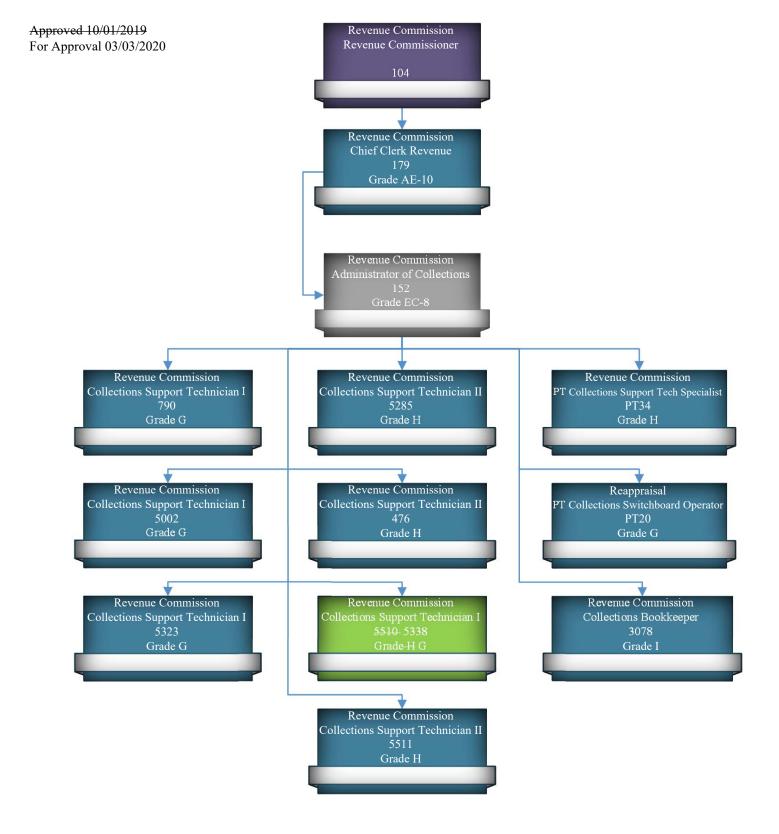
FOLLOW UP IMPLEMENTATION

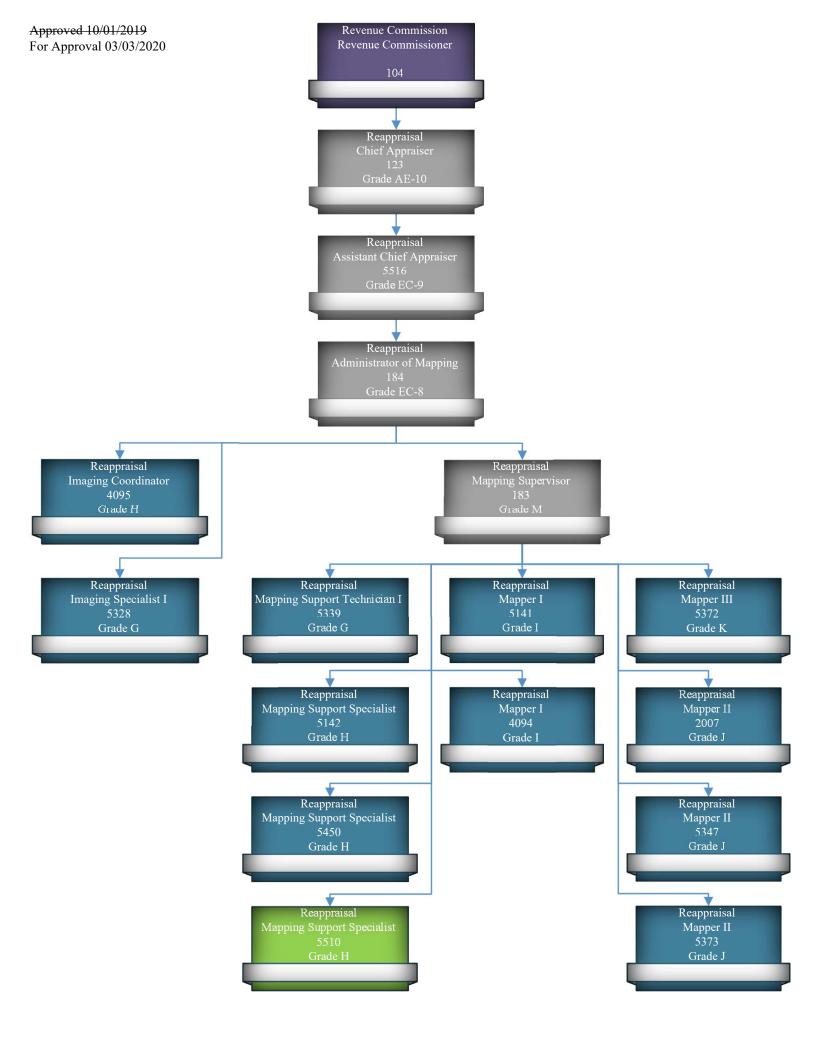
For time-sensitive follow up, select deadline date for follow up: N/A

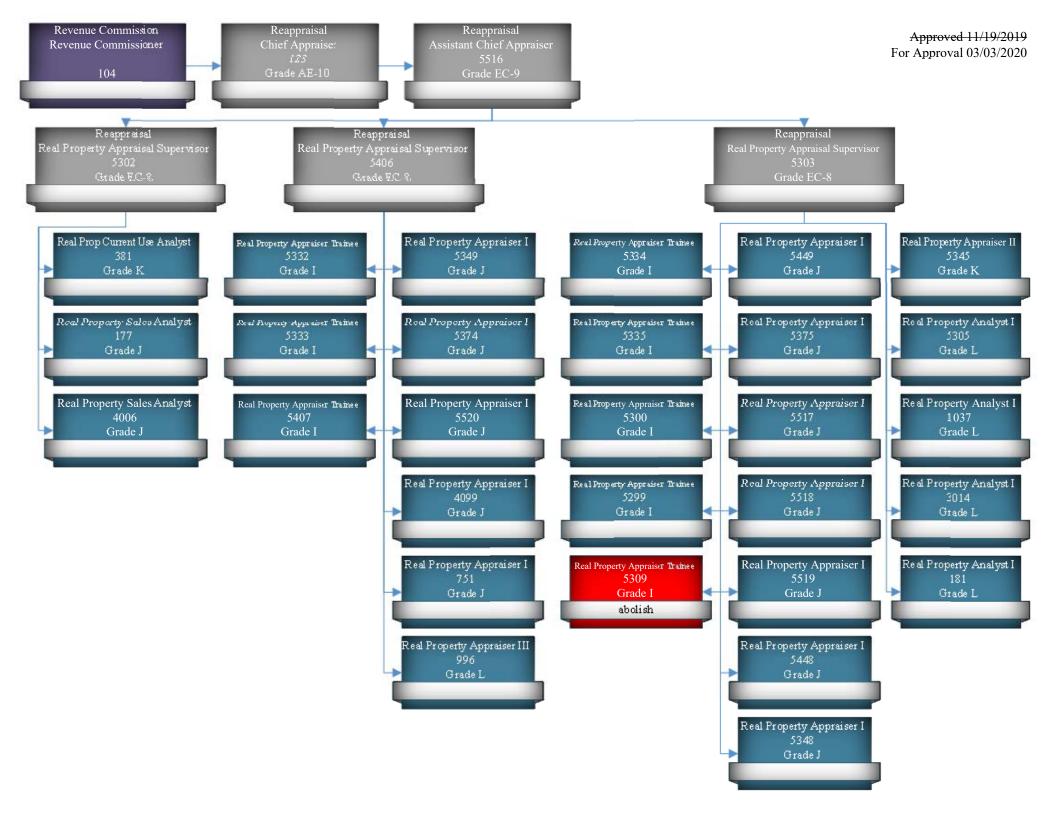
Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A









Agenda Action Form

File #: 20-0834, Version: 1

Item #: BQ9

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Terri Graham, Development and Environmental Director Deidra Hanak, Personnel Director Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Solid Waste Department - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

1) Approve the employment of Dustin Spencer to fill the Solid Waste Technician position (PID #5228) at a grade G-EL (\$12.967 per hour / \$26,971.36 annually) in the Solid Waste Maintenance Department (54370); and

2) Approve the employment of Calvin Hastings to fill the open Landfill Equipment Operator II (Transfer) position (PID #686) at a grade H-EL (\$14.246 per hour / \$29,631.68 annually) in the Solid Waste Transfer Station (54325).

These actions will be effective no sooner than March 9, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Solid Waste Technician position was vacated in August 2019, due to the resignation of the previous employee and the Landfill Equipment Operator II position was vacated in January 2020 by the promotion of the previous employee. The Development and Environmental Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$56,603.04 - budgeted

Budget line item(s) to be used: 54370.5113

54325.5113

If this is not a budgeted expenditure, does the recommendation create a need for funding? $\ensuremath{\mathsf{N/A}}$

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? $\ensuremath{\mathsf{N/A}}$

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: $\ensuremath{\mathsf{N/A}}$

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Agenda Action Form

File #: 20-0835, Version: 1

Item #: CA1

Meeting Type: BCC Regular Meeting
Meeting Date: 3/3/2020
Item Status: New
From: Wayne Dyess, County Administrator
Submitted by: Barbara Pate, Commission Executive Assistant

ITEM TITLE

North Baldwin Chamber Junior Ambassadors

STAFF RECOMMENDATION

The North Baldwin Chamber Junior Ambassadors will be in attendance and Ashley Jones Davis, Executive Director, will introduce them to the Commissioners and the viewing public. This is a Chamber sponsored program where students learn about city and county government, and the importance of community service.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The North Baldwin Chamber Junior Ambassadors are comprised of Juniors and Seniors from Baldwin County High School that serve as Ambassadors for the chamber at various events.

Additionally, students have the opportunity to learn about the work of the chamber, the importance of community service, networking with business professionals, and learning more about government and how it takes multiple entities in an area to build a successful thriving community.

The Junior Ambassador program not only allows juniors and seniors to grow as community leaders, but to also grow as people.

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



Agenda Action Form

File #: 20-0661, Version: 1

Item #: CA2

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Sheriff Huey Hoss Mack, Baldwin County Sheriff Submitted by: Tammy Rider, Executive Assistant to Sheriff

ITEM TITLE

Baldwin County Sheriff's Office Presentation of 2019 Annual Report

STAFF RECOMMENDATION

Sheriff Hoss Mack requests the honor to present to the Baldwin County Commission the 2019 Annual Report of the Baldwin County Sheriff's Office.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Sheriff Mack will give synopsis of 2019 Annual Report and Stats of the Baldwin County Sheriff's Office. Once the report is complete, a copy will be attached and/or forwarded to the Baldwin County Commission for this agenda item.

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



Agenda Action Form

File #: 20-0838, Version: 1

Item #: CA3

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Wayne A. Dyess, County Administrator Submitted by: Keri E. Green, Commission Executive Assistant

ITEM TITLE

Proclamation - Small Business Development Center Day on March 18, 2020

STAFF RECOMMENDATION

Adopt a Proclamation which sets aside March 18, 2020 as "Small Business Development Center Day" in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: March 7, 2017 - Adopted a Proclamation setting aside March 22, 2017, as "Small Business Development Center Day" in Baldwin County, Alabama.

Background: Ms. Yolanda Devine Johnson, Business Advisor with the Alabama Small Business Development Center (SBDC), wishes to come before the Commission and give a presentation on services offered by the Alabama SBDC in Baldwin County, Baldwin County's Strategic Plan for small businesses and offering a free class instructing the public on "How to start a business in Baldwin County in a day" to be held before Taxpayer Workshops.

Ms. Johnson has requested for the Commission to adopt a Proclamation proclaiming March 18, 2020, as "Small Business Development Center Day" in Baldwin County, Alabama.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration - Have Proclamation signed by Commissioners prior to the meeting.

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

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION BALDWIN COUNTY, ALABAMA

PROCLAMATION

PROCLAIMING MARCH 18, 2020, AS A "SMALL BUSINESS DEVELOPMENT CENTER DAY" IN BALDWIN COUNTY, ALABAMA.

WHEREAS, the success of small businesses and entrepreneurs is a critical component of a vibrant economy and is directly impactful to a community and its prosperity; and

WHEREAS, the Alabama Small Business Development Center Network is an inter-institutional program serving entrepreneurs and small business owners throughout the great State of Alabama with no cost technical services with one-on-one consulting and comprehensive research resulting in access to capital, government procurement opportunities and international trade which lay the foundation for their success; and

WHEREAS, the Alabama Small Business Development Center (SBDC) is accredited by America's SBDC, the association of all SBDC's in the United States of America, for unconditionally meeting the Baldrige-based standards for performance excellence and continuous improvement; and

WHEREAS, the Alabama Small Business Development Center continues to positively impact our State's small business economy and in five years (FY2015-2019) created 6,917 jobs, 1,026 new businesses, \$354.1 Million in capital access, and \$1.61 Billion in government procurement contracts; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That we hereby set aside March 18, 2020, as "Small Business Development Center Day" in Baldwin County, Alabama, in appreciation of the Alabama Small Business Development Center's dedication and success in growing Alabama's economy, one small business at a time.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette, Alabama, on this the 3^{rd} day of March 2020.

Commissioner Billie Jo Underwood Chairman Commissioner Joe Davis, III Vice Chairman Billi Jo,

Thank you for being here TODAY! This project capsulates Baldwin County's future of agriculture, technology and hopefully JOBS.

Thank you for helping me get the Alabama SBDC (<u>www.asbdc.org</u>) on the Baldwin County website. This program has been **free** to the citizens of Baldwin County for **40 years**. Big Smiles!

I would love to be more involved at the **County level** with our services. I have and will continue to work with all 5 Chambers, speak at 3 of the 4 quarterly Baldwin County Taxpayer workshops each year, conduct 3 to 6 FREE seminars each year across the county, member of PLAN since it started, a mentor to Spanish Fort, Bay Minette, Foley, Fairhope and Gulf Shores for the Alabama Communities of Excellence ACE program, wrote a weekly business article for Gulf Coast news for the past 13 months BUT realize I still have work to do at the county level to be included as a strategic business ally.

I would like to discuss the following:

Baldwin County's Strategic Plan for Small Businesses

Baldwin County consider declaring March 18 SBDC Day as a part of the National celebration – info attached from previous year

Teach a FREE class "How to start a business in Baldwin County in a Day" that would be at the Robertsdale annex before the Taxpayer Workshops for the convenience of attendees.

Alabama SBDC 2020 Update in Baldwin County!

Jan 7 – FREE - Starting a Business in 2020 Lunch N Learn at Loxley Public Library provided by the Alabama SBDC, Central Baldwin Chamber of Commerce and the Loxley Public Library - 6 potential business owners attended!

Feb 12 – FREE- Google Seminar; 210 register and approximately 150 attended!

March 4 – Speaker at the Baldwin County Taxpayer Workshop and have been for the past several years.

March 18 – FREE – "How to Start a Business in Baldwin County Seminar", 11am – 1pm, at the North Baldwin Chamber of Commerce. Provided by the Alabama SBDC, Banccorp South and the North Baldwin Chamber of Commerce. Pre-registration is requested due to limited space. Registration is online at: <u>https://asbdc.ecenterdirect.com/events/8444</u>

April 7– FREE – "Starting a Business in 2020? This Brown Bag Lunch Overview" is for you, Noon-1pm at the Orange Beach Public Library. Provided by the Alabama SBDC, Coastal Alabama Business Chamber and the Orange Beach Public Library. Bring your own lunch if desired Registration online at: <u>https://asbdc.ecenterdirect.com/events/8443</u>

May 5 – FREE – "How to Start a Business in Baldwin County", 11am- 1pm, at Banccorp South in Foley. Provided by the Alabama SBDC, South Baldwin Chamber of Commerce and the Banccorp South. Registration online at: <u>https://asbdc.ecenterdirect.com/events/8457</u>

June 9 – Will have a booth at the Baldwin County Disaster Preparedness and Recovery Expo and at the SAME time will have a speaker at the Baldwin County Taxpayer Workshop.



ASBDC Baldwin Co



THE UNIVERSITY OF

ALABAMA®

2020

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June 9 – FREE Baldwin County Disaster Preparedness and Recovery Expo Booth 3pm-7pm, Daphne Civic Center and FREE Baldwin County Taxpayer Workshop speaker 5pm – 7pm, Robertsdale Courthouse Annex.

Publicity:

Ala SBDC - <u>http://asbdc.org/calendar.html</u> All 5 Baldwin County Chamber' Calendars IRS - <u>https://www.irs.gov/businesses/small-businesses-self-employed/alabama-tax-workshopsmeetings-and-seminars</u>

Gulf Coast News, Mullet Wrapper, Libraries and Cities

Alabama SBDC Network is funded in part through a Cooperative Agreement with the U.S. Small Business Administration (SBA). Hosted by The University of Alabama. Nationally accredited by the Association of SBDCs.

Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact Karla Jordan, Box 870396, Tuscaloosa, AL 35487-0396. 1-877-825-7232





Research & Economic Development Alabama SBDC Network

THE UNIVERSITY OF ALABAMA®



Alabama Small Business Development Center Network

5 Year Statewide Impact Growing Alabama's Economy

Since FY 2015, Alabama SBDCs provided **88,815 hours** of consulting to **10,654 client businesses**, and hosted **897 training events** for **19,045 attendees**, creating a significant positive impact on Alabama's economy.

The ASBDC Helps Clients Grow:

13.3% Sales Growth vs 5.1% State Average

16.3% Employment Growth vs

1.2% State Average

	Create Datain & Caus	→ 2019	\rightarrow 5 YEAR
	Create, Retain & Save Jobs in Alabama*	2,115	6,917
OPEN	Start new BUSINESSES*	219	1,026
	Acquire Government Contracts*	\$183M	\$1.61B
3	Access Investment Capital*	\$97.4M	\$354.1M
	One-on-One Advising Hours	17,179	88,815

The Alabama SBDC Network provides emerging and established businesses with the expertise and resources needed to succeed.

Service Delivery Summary: Impact in 67 Counties

In 2019, the **Alabama SBDC Network** delivered substantial consulting and training services that resulted in a significant return on investment. With strong rural & urban coverage,

- Consulting client breakdown: 3,482 clients served
 - > 28% Women
 - > 13% Veterans and Service-Connected Disabled Veterans
 - > 37% Minorities
- Training event attendee breakdown: 4,213 training attendees 187 training events were conducted:
 - > 44% Women
 - > 16% Veterans and Service-Connected Disabled Veterans
 - > 31% Minorities

Preparing Alabama's workforce to support the businesses of today, and the jobs of tomorrow.

Alabama SBDCs Help Small Businesses Succeed



For every \$1 invested in the America's SBDC program, \$2.10 is returned to the state, and \$3.38 is returned to the federal government in tax revenue.**

* Reported directly by respondent clients of outcomes resulting from or in part due to SBDC assistance in FY2018. ** "Economic Impact of Small Business Development Center Counseling Activities in the United States: 2017-2018" - for counseling services to clients with 5+ hours.

POWERED BY

Funded in part through a Cooperative Agreement with the U.S. Small Business Administration.



U.S. Small Business Administration

Growing Alabama's Economy, One Small Business at a Time



Client Testimonials

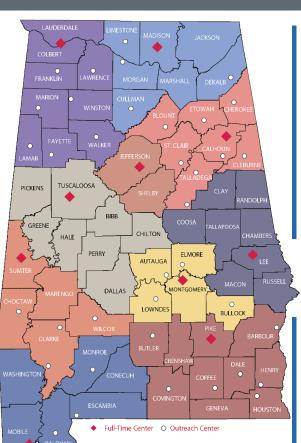
"The mentor I spoke with was very down to earth, seemed genuinely interested, and knowledgeable in her field. She answered my questions and made great recommendations. Thanks so much for making real life dreams come true through small business ownership." - TC Pickens, Birmingham

My business advisor is the best at her job! Her knowledge and expertise have elevated my business strategy to a new level. I am glad she is a part of my team. - Leah M. Taylor, Taylor's Victory Garden Center, Tuscaloosa

This is a much-needed resource for new business owners; staff is very helpful and knowledgeable. They were able to help me choose the right type of business entity, answered all of my questions, and even had referrals to further set up my business. -Eric Brennaman, Rocket City Rehabs, Decatur

My international trade specialist was proactive, helpful, and an expert in her field. She expanded my knowledge in all that SBDC has to offer my company. Since meeting with her, our organization has expanded into sub-Saharan Africa. I am thrilled with our company's new found potential! – Terri Lawrence, Collaborative Consultants, Huntsville

An extremely valuable resource in that the advice given and guidance provided is candid, effective, and helped me make adjustments to my business plan and funding request! – Don C., Auburn



The mentoring and services I have received have been so valuable to my business. It has allowed me to grow my business to new levels with support and resources I didn't even know were available. - Essence M. White, She's Mighty LLC, Hoover

Hands down the greatest community asset. This once-small company struggling to get into this centry is now the largest family owned non-franchised business in this area and SBDC was its launching pad. - Cheri Finley, Peace Frog Perfect Painting LLC, Anniston

My advisor has been very helpful and has given me the tools needed for my business. I wouldn't have known where to start without her. - Jamie B., Orange Beach

Would you recommend the Alabama SBDC Network?

Best Apple Store	89
USAA	83
Ohio SBDC	81
Alabama SBDC	80
Starbucks	77
Costco	74
Ritz Carlton	68
Amazon Prime	53
Comcast	-7

The Net Promoter Score allows us to benchmark our client satisfaction against world-class organizations.

The Net Promoter Score is an index ranging from -100 to 100 that measures the willingness of customers to recommend a company's products or services to others. It is used as a proxy for gauging the customer's overall satisfaction with a company's product or service and the customer's loyalty to the brand. How satisfied are *your* customers?

Full Suite of Business Services

- Market Research & Assessment
- Business Strategy & Planning
- Market & Revenue Growth Strategy
- Capital Access & Loan Packaging
- Financial Analysis & Assessment
- Feasibility Analysis & Start-up
- Technology Commercialization Strategy

As the **largest statewide provider** of entrepreneurial and business development services, Alabama SBDCs play a vital role in Alabama's economic development by assisting entrepreneurs in **every stage of the business life cycle**.

In addition to the core service offerings of no-cost consulting, training, and business research, Alabama SBDCs provide a

comprehensive toolkit of specialized

services for businesses looking to accelerate market growth, including:

- International Trade
- Government Contracting
- Capital Access
- Business Continuity / Disaster Assistance

Partners

The **Alabama SBDC Network** is a partnership program with the US Small Business Administration, the State of Alabama, and Alabama's higher education institutions.

Statewide presence with 10 locations, and over 40 outreach locations. The University of Alabama, Auburn University, Alabama State University, Jacksonville State University, Troy University, University of Alabama in Huntsville, University of North Alabama, University of South Alabama, University of West Alabama, Greater Birmingham SBDC (at Innovation Depot), & Alabama International Trade Center.

Funded in part through a Cooperative Agreement with the U.S. SBA; hosted by the University of Alabama; and nationally accredited by the Association of SBDCs. The Alabama PTAC is co-located with the Alabama SBDC.

CONTACT:

 \rightarrow ASBDC.org

Alabama Small Business Development Center Network (205) 348-1582 ASBDC@ua.edu

f in You





Growing Alabama's Economy, One Small Business at a Time

ALABAMA SBDC Small Business Development Center Network



Nationwide Footprint

Most comprehensive small business assistance network in the United States and its territories.

- About 1,000 service centers nationwide, covering rural, urban, and suburban locations.
- SBDC's helped clients obtain \$4.6 billion in financing in 2016.
- Last year, SBDC clients received 1.3 million total hours of consulting services.
- Find your SBDC at:
- www.Americasasbdc.org

SBDC Day - March 18, 2020





Serving All Sectors

SBDC's serve women, minorities, and America's veterans.

Last year:

- 43% of SBDC consulting clients were women,
- 41% were minorities,
- And **18**% were **veterans**.



Statewide Presence



10 Full-Time Service Centers, 40 Outreach Locations

Core Values

The Alabama SBDC Network is for **all small businesses** (all stages, types, and industries), is in your community, and is accessible in-person and online.

Alabama's **Trusted Entrepreneurial Resource**: Business has changed dramatically in the last 35 years; ASBDC has been there throughout, helping small businesses achieve their goals and succeed.

The Alabama SBDC Network gets Results. Businesses that partner with SBDCs get started, get financing, grow sales and prosper.



Core Services

- No-Cost, Confidential, One-on-One Advising
 - Grow Your Business
 - Start Your Business
 - Alabama's Answers: Small Business Guide for Alabama
- & Training
 - Free or low-cost
 - Management, Marketing, Finance



Baldwin County Free Training

• Jan. 7 – FREE - Starting a Business in 2020 Lunch N Learn at Loxley Public Library provided by the Alabama SBDC, Central Baldwin Chamber of Commerce and the Loxley Public Library - 6 potential business owners attended!

- Feb. 12 FREE- Google Seminar; 210 register and approximately 150 attended!
- March 10 Speaker at the Baldwin County Taxpayer Workshop.

• **March 18** – FREE – "How to Start a Business in Baldwin County Seminar", 11am – 1pm, at the North Baldwin Chamber of Commerce. Provided by the Alabama SBDC, Banccorp South and the North Baldwin Chamber of Commerce. Pre-registration is requested due to limited space. Registration is online at:

https://asbdc.ecenterdirect.com/events/8444

• **April 7**– FREE – "Starting a Business in 2020? This Brown Bag Lunch Overview" is for you, Noon-1pm at the Orange Beach Public Library. Provided by the Alabama SBDC, Coastal Alabama Business Chamber and the Orange Beach Public Library. Bring your own lunch if desired Registration online at: https://asbdc.ecenterdirect.com/events/8443

• May 5 – FREE – "How to Start a Business in Baldwin County", 11am- 1pm, at Banccorp South in Foley. Provided by the Alabama SBDC, South Baldwin Chamber of Commerce and the Banccorp South. Registration online at: https://asbdc.ecenterdirect.com/events/8457

• June 9 – FREE Baldwin County Disaster Preparedness and Recovery Expo Booth 3pm- 7pm, Daphne Civic Center and FREE Baldwin County Taxpayer Workshop speaker 5pm – 7pm, Robertsdale Courthouse Annex.

Start a Business in A Day in BC Request

- In conjunction with Baldwin County Sales/Use Tax Dept.
- Same day as Taxpayer Workshop
- Same location as Taxpayer Workshop
 - Annual/Bi-Annual basis
- Offered at NO cost

Specialty Programs: AITC



THE UNIVERSITY OF ALABAMA

AMERICAS

Alabama International Trade Center

- Export/Import Market Research
- Trade Consulting & Training Program
 - Export Readiness Assessment
- Trade Finance Programs



- Export Alabama Trade Alliance
- http://AITC.ua.edu



Specialty Programs: AITC



THE UNIVERSITY OF ALABAMA

AMERICAS

- Result Oriented:
 - Statewide coverage
 - Collaboration with
 Export Alabama Alliance.
 - \$19 million in export sales



\$11 million in export finance

http://AITC.ua.edu



Specialty Programs: CAP

Over \$90 Million in loans & equity

funding

Customized Solutions from *the Request to the Yes!*



Capital Access



A MERICA'S SBDC ALABAMA

Growing Alabama's Economy, One Small Business at a Time

Save Time. Increase Capacity. Bring Us In Early.

The Alabama SBDC Capital Access (CAP) Team provides finance packaging support to clients who request funding but have insufficient documentation. If you want to do the project, we can assist.

Our CAP team is composed of former commercial lenders, financing specialists, attorneys, and business owners. We understand underwriting requirements and work to prepare financing packages that are more likely to result in funding. Our team is experienced in participation and guaranteed programs that can be used in combination with the primary funding source. We advise on conventional and nonconventional funding options, including:

- ADECA Programs, including State Small Business Credit Initiative (SSBCI)
- Community Development Financial Institutions (CDFI)
- Economic Development Incentives
- New Market Tax Credits (NMTC)
- Private Debt and Equity Firms
- Revolving Loan Funds, public and private (RLF)
- SBA: 7(a), 504, & Community Advantage
- USDA Programs

Our Process



CAP team no-cost services include:

- Feasibility Studies
- Financial Projections
- Finance Packaging Support
- Market & Industry Data
- Demographic and Location Analyses
- Business Plan Validation
- SWOT Analyses
- Structuring Challenging Requests

Specialty Programs: CAP

Suzanne Darden Cap Specialist

RESULTS Oriented

2019

\$97.4 Million to Small Businesses across the State of Alabama.

Register for services at:

www.asbdc.org/register



Specialty Programs: PTAC

Procurement Technical Assistance Center



- Est. 1986
- One on One Advising
- Statewide coverage with 7 location
- Certified Contracting Specialists
- Free & Low Cost Training
- Free Bid-Matching System



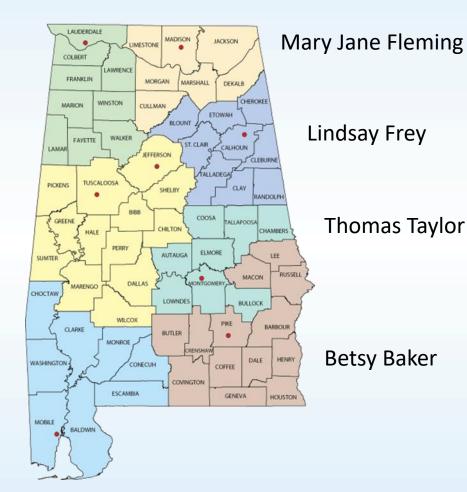


PTAC: Where are we?

Phillip Marks

Jerry Ellison Pamela Harris

Gerald Dunlop





Specialty Programs: PTAC

• FREE and Low Cost Training

Mobile – February 18 – 8 FREE Seminars



MEET Government & Prime Contractors at Procurement Matchmakers 2020

– Mobile – February 19th

- Birmingham March 31st
- Florence May 19th





Specialty Programs: PTAC



 Clients working with the Procurement Program
 Awarded over
 \$1.6 Billion in
 contracts
 last 5 years.





Alabama Impact / Results

		→ 2019	→ 5 YEAR
	Create, Retain & Save Jobs in Alabama*	2,115	6,917
OPEN	Start new BUSINESSES*	219	1,026
	Acquire Government Contracts*	\$183M	\$1.61B
3	Access Investment Capital*	\$97.4M	\$354.1M
ú	One-on-One Advising Hours	17,179	88,815





Growing Alabama's Economy, One Small Business at a Time



Where do | start?

Alabama SBDC Network
ASBDC.org

Alabama International Trade Center

AITC.ua.edu

ASBDC Procurement Technical Assistance (PTAC)

AL-PTAC.org

Baldwin County Website

https://baldwincountyal.gov/community/growi ng-baldwin-county

National SBDC DAY Resolution March 18, 2020 THANK YOU





Growing Alabama's Economy, One Small Business at a Time



Growing Alabama's Economy, One Small Business at a Time

Yolanda Devine Johnson

Alabama SBDC

205-348-1582

Yolanda.johnson@ua.edu

ASBDC.org



Agenda Action Form

File #: 20-0823, Version: 1

Item #: EA1

Meeting Type: BCC Regular Meeting
Meeting Date: 3/3/2020
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Eva Cutsinger, Chief Compliance Officer
Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE Payment of Bills

STAFF RECOMMENDATION

Pay bills totaling \$8,401,883.61 (eight million, four hundred one thousand, eight hundred eighty-three dollars and sixty-one 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, \$6,319,349.10 (six million, three hundred nineteen thousand, three hundred forty-nine dollars and ten cents) is payable to the Baldwin County Board of Education and \$375,409.67 (three hundred seventy-five thousand, four hundred nine dollars and sixty-seven 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?

File #: 20-0823, Version: 1

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: March 03, 2020

Vendor Name	<u>Amount</u>	Brief Description
Baldwin Co. Bd. of Education	5,182,112.68	Sales Tax
	1,137,236.42	Use Tax
	254,360.97	Casual SalesTax; Jan 2020
Gulf Shores Bd. Of Education	298,410.98	Sales Tax
	76,998.69	Use Tax
	17,596.28	
Coastal Alabama Community College	107,082.84	
	599.91	
Baldwin Youth Services	44,157.17	Sales Tax
	247.38	
District Attorney's Office	22,187.31	
	123.69	
QCHC, Inc	105,858.36	
	5,000.00	
Software House INT	49,480.72	
	1,392.04	
Thompson Tractor Co.	39,067.68	
	6,684.96	Repair & Maintenance
Stuart Construction, LLC	190,658.50	
Utility Associates, Inc.	83,980.00	• •
Smart Cop Inc / Caliber Smartcop	68,009.00	
Perdido Bay Water & Sewer	58,396.40	, , ,
City of Foley	53,590.39	School Resource Officer
Southern Forestry Consultants	51,833.84	Land Management
Petroleum Traders Corporation	50,962.73	
Stone Crosby PC	33,839.82	5
CDW - Government, Inc.	33,257.65	
Foley Hospital Corp.	25,986.54	
Baldwin Cnty Economic Dev. Alliance	20,088.74	Sales Tax

TOTAL

8,019,201.69

	Vendor Summary	Totals
1	A & M PORTABLES INC	4,881.00
2	AL STATE DEPT OF REVENUE	363.75
3	AL STATE DEPT OF THE SECRETARY OF STATE	30.00
4	ALABAMA AUTO	8,390.16
5	ALABAMA PIPE & SUPPLY CO INC	2,789.12
6	ALABAMA TRANSPORTATION PLANNERS ASSN	150.00
7	AL'SALEM, TARIK & SONYA	16.00
8	ALTA POINTE HEALTH SYSTEMS INC	300.00
9	AL-TRANS SERVICE INC	492.40
10	AMMONS & BLACKMON CONSTRUCTION INC	12,577.45
11	ANDERSON, WILLIE FELISHA	160.58
12	ANDREWS, FRANK	16.00
13	ANDREWS, SUSAN R	2,676.64
14	ARD, RYAN	32.00
15	ARMBRUSTER, CAMILLE	30.00
16	ARNOULD, TERESA	32.00
17	BAGGETT, KEITH & PEGGY	16.00
18	BALDWIN ANIMAL CLINIC PC	1,183.00
19	BALDWIN CNTY BOARD OF EDUCATION	6,573,710.07
20	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	20,088.74
21	BALDWIN CNTY SOLID WASTE	1,300.00
22	BALDWIN FEED AND SEED LLC	176.00
23	BALDWIN LOCKSMITH LLC	155.00
24	BALDWIN SIGNS	45.00
25	BALDWIN TRACTOR	170.54
26	BALDWIN YOUTH SERVICES	44,404.55
27	BALL, JOHN W	16.00
28	BARNES, NICOLE & JAMES	16.00
29	BAY IMAGES	65.50
30	BAY MINETTE ANIMAL CLINIC	1.00
31	BAY MINETTE LAND CO	1,000.00
32	BAY PEST CONTROL COMPANY INC.	259.00
33	BAY SIDE RUBBER & PRODUCTS	1,083.48
	BAY TIRES	1,506.62
35	BAY UTILITY TRAILERS INC	56.00
	BAY WINDOWS	45.00
	BEARD EQUIPMENT - POWERPLAN	3,299.93
	BEARD EQUIPMENT CO - MOBILE	2,549.94
39	BELL, CHRISTOPHER KYLE	546.00
40	BLACK BOX NETWORK SERVICES	10,333.02
	BLACKLIDGE EMULSIONS INC	3,240.00
42	BLOSSMAN GAS	155.46
	BOB BARKER CO INC	1,264.69
	BONNER, SHANNA TERESE	2.70
	BOYKIN, CELENA R	122.60
	BREAUX, CHAD	30.00
47	BROWN, AMY	30.00

Vendor Summary	Totals
48 BROWN, KEVIN S	2.00
49 BULES, NEIL	16.00
50 C & H CONSTRUCTION SERVICES	12,450.00
51 CAGLE, GEORGE A & RHONDA D	16.00
52 CAMPBELL HARDWARE & SUPPLY CO	298.39
53 CAROUSEL INDUSTRIES OF NORTH AMERICA INC	14,025.28
54 CATANZARO, ROSEMARIE & JOHN	21.00
55 CDW - GOVERNMENT, INC	33,257.65
56 CENTRAL BALDWIN VETERINARY HOSPITAL	149.00
57 CHESHIRE, SEAN CATHERINE	546.00
58 CHILDRESS, KELLY D	20.13
59 CHUCK STEVENS AUTO INC	861.40
60 CHUCK STEVENS CHEVROLET	375.80
61 CINTAS - UNIFORMS	500.00
62 CINTAS FIRST AID & SAFETY	627.78
63 CINTAS LOCATION #211	1,180.00
64 CLARK, LYNZIE E	560.00
65 CLEVERDON FARMS	607.50
66 COASTAL AL COM COLLEGE	107,682.75
67 COASTAL INDUSTRIAL SUPPLY	225.00
68 COMPLETE SAFETY WORKS INC	244.95
69 CONNELL, ANDREA M	32.00
70 COPELAND, RHONDA	32.00
71 CORE COMPUTING SOLUTIONS INC	7,394.10
72 COURTNEY & MORRIS APPRAISALS INC	3,275.00
73 COX POOLS OF THE SOUTHEAST	25.00
74 COX, DEANNA VICICH	750.00
75 DADE PAPER & BAG CO	2,996.11
76 DANA SAFETY SUPPLY INC	9,259.12
77 DANNY'S HYDRAULICS	331.33
78 DEERE & COMPANY	10,990.00
79 DEFILIPPI, KEVIN & DARLEEN	48.00
80 DELTA FLOORING INC	3,587.00
81 DENNISE WOLSTENHOLME	1,500.00
82 DISTRICT ATTORNEY'S OFFICE	22,311.00
83 DSD SERVICES GROUP LLC	2,120.00
84 DYKES VETERINARY CLINIC	149.00
85 EQUIPMENT SALES CO	3,672.31
86 ESTATE OF RODNEY L PLEMONS	30.00
87 EVANS MFG	2,481.50
88 EXPRESS OIL CHANGE	85.75
89 FEDEX	30.87
90 FERGUSON ENTERPRISES INC	155.66
91 FLEETPRIDE	4,079.46
92 FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	50.00
93 FOLEY HOSPITAL CORP	25,986.54
94 FOLEY, CITY OF	53,590.39
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	Vendor Summary	Totals
95	FORESTRY SUPPLIERS INC	152.03
96	FRAIN, RICK & SHARON	30.00
97	GALL'S LLC	771.00
98	GANEY, BRENDA Q	3,433.34
99	GILL, MARGARETTE ELIZABETH	504.00
100	GILMORE SERVICES	74.10
101	GOODALE, WILLARD G	30.00
102	GOODWYN, MILLS & CAWOOD INC	700.00
103	GRAYBAR ELECTRIC CO INC	170.74
104	GRIMES, BRAXTON	26.00
105	GULF COAST BUILDING SUPPLY	821.71
106	GULF COAST DRIVETRAIN	1,129.09
107	GULF COAST NEWSPAPERS	2,429.76
108	GULF COAST ORGANIC, INC.	675.00
109	GULF COAST TRUCK & EQUIPMENT CO	2,112.53
110	GULF SHORES BOARD OF EDUCATION	393,005.95
111	HANCOX, DAVID	30.00
112	HAPPY ACRES VETERINARY CLINIC	1,971.00
113	HARPER, ABE L JR	16.00
114	HARRISON, TRACY ADAM	30.00
115	HART, DALETHA J	40.25
116	HAYES, JERRY	14.00
117	HENDERSON, KENDEL DYETT	82.80
118	HERITAGE-CRYSTAL CLEAN LLC	60.00
119	HI-LINE - FOR PURCHASE ORDERS	1,790.01
	HILL, STEVEN	66.00
121	HILL, SUSAN B	279.13
	HILL'S PET NUTRITION INC	506.98
	HOBART SERVICE	1,646.36
	HOLLAND'S PAINT & BODY	1,330.25
	HOWELL, MIKE E	32.00
	HYDRO-ENGINEERING SOLUTIONS	4,000.00
	INCLUSION SOLUTIONS LLC	1,205.30
	INDUSTRIAL BOILER & MECHANICAL COMPANY	1,294.22
	INFIRMARY OCCUPATIONAL HEALTH PC	2,288.00
	J R WILBURN & ASSOCIATES INC	14,185.60
	J&R SYSTEM INTEGRATION LLC/SECURITY 101	2,326.29
	JACE CHANDLER	890.00
	JANI KING OF MOBILE	1,533.98
	JAZZY CLEAN JANITORIAL	690.86
	JOHNNY CHRISTOPHER PAINTING LLC	4,250.00
100	JOHNSON, JARED H	30.00
	JONES, HENRY & PHYLLIS	32.00
	JONES, KAREN A	192.45
	JONES, KEVIN & HALEY	30.00
	KENTWOOD SPRINGS WATER	35.68
141	KENWORTH OF ALABAMA	705.54

	Vendor Summary	Totals
142	KIMBRO, JOHN	30.00
143	L A SHOWERS & GLASS LLC	160.00
144	LIFEGUARD AMBULANCE SERVICE	2,664.76
145	LILLIAN VETERINARY HOSPITAL	558.00
146	LOWE'S - DAPHNE	1,845.50
147	LOWE'S - FOLEY	361.44
148	LOWTHERT, LORI	30.00
149	LOXLEY CWC GENERAL FUND	5,820.00
150	LSC ENVIRONMENTAL PRODUCTS	13,640.00
151	LYLE MACHINERY CO	208.57
152	MAC'S AUTOGLASS LLC	245.00
153	MAJORS, JERRI-ANN	30.00
154	MANAGEMENT CONCEPTS INC	13,046.00
155	MANAGING RESULTS, LLC	9,302.27
156	MANN, KERRI	32.00
157	MASE, CURTIS D	16.00
158	MCCOLLUM, CLIFFORD SIM	368.65
159	MCGEE, STACY	21.00
160	McGRIFF TIRE CO INC	5,779.78
161	MCPHERSON OIL CO INC/DBA FUELMAN	1,362.04
162	MCRORY, JAMES	30.00
163	METRO MARKET TRENDS INC	918.00
164	METROPOLITAN LIFE INSURANCE CO	1,300.00
165	METZ, STEVEN L	30.00
166	MOBILE ASPHALT CO LLC	2,392.38
167	MOYER FORD SALES INC	439.09
168	MURPHY'S QUALITY HAY, INC.	960.00
169	MY BINDING - INFORMATION MANAGEMENT SERVICE	86.08
170	NAVIGATION ELECTRONICS INC	52.03
171	NORTH BALDWIN INFIRMARY	108.00
172	NOTARY PUBLIC UNDERWRITERS	99.00
173	OEC	327.22
174	O'REILLY AUTO PARTS-FIRST CALL	3,340.30
175	OVM AGENCY	395.00
	PADGETT, KATY	14.00
177	PALUMBO, WILLIAM	21.00
178	PAM'S EMBROIDERY & SEWING	537.50
179	PARK, SCOTT A & LISA Z	16.00
	PASCO METAL LLC	240.00
181	PEDEN, SARA ELIZABETH	153.41
	PERDIDO BAY WATER, SEWER, FIRE	58,396.40
183	PETERSON, MICHELLE & MICHAEL	33.00
184	PETROLEUM TRADERS CORPORATION	50,962.73
	PETTIS, PAT	16.00
186	PHAM, TUAN A & JULIE M	16.00
	PIGGLY WIGGLY - BAY MINETTE	376.68
188	PIGGLY WIGGLY - FOLEY	1,111.41

	Vendor Summary	Totals
189	PIGGLY WIGGLY - LOXLEY	1,062.48
190	PIXIE DUST LLC	18.00
191	POPE CONTRACTING INC	18,193.49
192	PRICE, ROBERT W	16.00
193	PRINT SHOP, THE	821.00
194	PROPERTY TAX OVERSIGHT	375.00
195	QCHC INC	110,858.36
196	RAYBORN, TYLER ANTHONY	300.00
197	REDMOND, KATHRYN	42.00
198	RICHARDSON, KAREN	16.00
199	RICHTER, DAN	30.00
200	RIPPY, TRACEY & BRIAN	16.00
201	ROBERTSDALE ANIMAL CLINIC	521.00
202	ROBERTSDALE AUTO PARTS INC	2,288.66
203	ROBERTSDALE FEED STORE	489.91
204	ROBERTSDALE POWER EQUIPMENT	635.48
205	ROTO-ROOTER	1,250.00
206	ROWE, SCOTT	30.00
207	RUFFIN, LORI G	132.00
208	RUSH TRUCK CENTER	30.54
209	SAFEGUARD BUSINESS SYSTEMS	431.39
210	SEAY, SHANNA R	30.00
211	SERVICEMASTER ACTION CLEANING	2,745.00
212	SHARP ELECTRONICS CORPORATION	813.46
213	SHOBE, WAYNE SR	16.00
214	SILVERHILL, TOWN OF	12,932.37
215	SMART COP INC/CALIBER SMARTCOP	68,009.00
216	SMITH, CHARLOTTE K	115.50
217	SMITH, JODIE M	28.18
218	SOFTWARE HOUSE INT dba SHI	50,872.76
219	SOUTH ALABAMA REGIONAL	9,041.29
220	SOUTHDATA INC	7,433.03
221	SOUTHERN CHEVROLET-OLDS-GEO	470.89
222	SOUTHERN FIRE & SAFETY INC	580.00
223	SOUTHERN FORESTRY CONSULTANTS	51,833.84
224	SOUTHERN PIPE & SUPPLY	376.23
225	SOUTHERN TIRE MART	661.54
226	SPITZER, WALTER III	14.00
227	SPIVEY & CO LLC	200.00
228	STANTEC CONSULTING SERVICES INC	4,105.00
	STAPLES CONTRACT & COMMERCIAL, INC.	3,378.88
230	STAR SERVICE INC OF MOBILE	3,210.85
231	STEWART, RONALD B	24.00
232	STOKLEY, ROBIN	30.00
233	STONE CROSBY PC	33,839.82
234	STRAWN, ROBERT & ALLISON	30.00
235	STUART CONSTRUCTION, LLC	190,658.50

	Vendor Summary	Totals
236	SUBURBAN PROPANE	181.61
237	SUNSOUTH LLC	150.00
238	SWEAT TIRE - BAY MINETTE	619.37
239	SWEAT TIRE - LOXLEY	87.00
240	SWEAT TIRE - ROBERTSDALE	317.76
241	SYNERGY TELCOM INC	1,059.48
242	TEED, JEANIE	18.00
243	TERMINIX SERVICE	497.00
244	THOMPSON TRACTOR CO	45,752.64
245	TINDELL, ROLLINS L JR	21.00
246	TOBIAS, SANDRA	16.00
247	TOWER EQUITIES LLC	2,000.00
248	TRANE-MOBILE PARTS CENTER	125.48
249	TROSCLAIR, DANNY	30.00
250	TSA INC	311.00
251	TYLER TECHNOLOGIES, INC.	1,400.00
252	U S SECURITY SYSTEMS INC	3,710.50
253	UNIFORMS AND MORE LLC	187.50
254	UNIV AUBURN-GOVERNMENTAL SERVICES	660.00
255	UTILICOM SUPPLY ASSOCIATES, LLC	1,542.66
256	UTILITY ASSOCIATES INC	83,980.00
257	VOLKERT INC	6,096.17
258	VULCAN MATERIALS CO	4,828.05
259	VULCAN SIGNS	162.00
260	W W GRAINGER	2,036.13
261	WAGNER, STUART	30.00
262	WALKER, JEANINE ANN	8.05
	WALTON, HELEN DEAS	35.08
264	WALZ, BRENDA J	96.60
265	WATERS, SANDRA	30.00
	WATTERS, MARY E	184.71
	WELDY, MICHAEL & JENNIFER	16.00
	WESCO DISTRIBUTION - MOBILE	1,661.61
	WEST GROUP PAYMENT CENTER	214.99
	WESTRIDGE PROFESSIONAL SERVICES	3,300.00
	WETLAND SCIENCES INC	1,060.88
	WISE, JODY L	383.33
	WOOD, ANGELA D	30.00
	WRIGHTS MOTOR PARTS INC	961.37
	WUERLING, STEVE & KIM	16.00
	YOUNG, DARRYL & ANNA	16.00
	ZACK LONG DIRT PIT	4,788.00
278	ZEP MANUFACTURING COMPANY	274.29
	Grand Total	8,401,883.61
1		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

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									As Of	2/26/2020
Number	Name		ie Number	Co	Polones Ores			Aging		
	Nanc	1 11011		Co	Balance Open	Current	1 - 0	Over 0	· · · ·	
10045	ALABAMA AUTO - TIRES -DAPHNE	251	6260002	00001	8,390.16					8,390.16
10225	UNIV AUBURN-GOVERNMENTAL SE	ER3334	8444782/HALEYCT	00001	660.00					660.00
			R							
14084	BOB BARKER CO INC - PO'S			00001	972.34	25.00-				997.34
14132	BALDWIN YOUTH SERVICES			00001	44,404.55	44,157.17				247.38
14444	BAY IMAGES	251	6260044	00001	41.50					41.50
14534	BALDWIN LOCKSMITH LLC *	251	9434291	00001	155.00					155.00
14553	BALDWIN CNTY ECONOMIC DEVEL	C2E5M	9472445	00001	20,088.74	20,088.74				
19009	CAMPBELL HARDWARE & SUPPLY C	CQ51	9472291	00001	1.99					1.99
19049	FOLEY, CITY OF			00001	53,590.39					53,590.39
21127	DISTRICT ATTORNEY'S OFFICE			00001	22,311.00	22,187.31				123.69
25040	COASTAL AL COM COLLEGE (FAULK	(N		00001	107,682.75	107,082.84				599.91
27012	GRAYBAR ELECTRIC CO INC **	251	6666600**	00001	170.74					170.74
27022	GULF COAST NEWSPAPERS			00001	2,429.76					2,429.76
27263	GALL'S LLC	334	649 3678	00001	771.00					771.00
40019	MOYER FORD SALES INC	334	9431661	00001	150.80					150.80
40026	NORTH BALDWIN INFIRMARY			00001	108.00					108.00
43003	OEC	800	759-3368	00001	327.22	.10-				327.32
47811	HOBART SERVICE	334	3431211	00001	1,646.36					1,646.36
48928	BALDWIN SIGNS	251	6260572	00001	45.00					45.00
51009	ROBERTSDALE AUTO PARTS INC	334	9472882	00001	270.00					270.00
51040	ROBERTSDALE POWER EQUIPMENT			00001	69.99					69.99
54037	SOUTH ALABAMA REGIONAL	334	4336541	00001	1,734.08					1,734.08
54042	SWEAT TIRE - ROBERTSDALE			00001	254.85					254.85
54611	SAFEGUARD BUSINESS SYSTEMS - N	1205	666-4959	00001	431.39					431.39
56733	SERVICEMASTER ACTION CLEANING	CB00	943-3899	00001	498.00					498.00
64733	SMITH, JODIE M	251	9375039	00001	28.18					28.18
65091	STONE CROSBY PC **			00001	31,991.68					31,991.68
65154	JONES, KAREN A	251	9370776	00001	192.45					192.45
66024	WESCO DISTRIBUTION - MOBILE	251	433 4567	00001	1,588.36					1,588.36
66029	WEST GROUP PAYMENT CENTER**	612	6877000	00001	214.99					214.99
66835	SOUTHERN FIRE & SAFETY INC	251	6790864	00001	580.00					580.00
75264	MANAGEMENT CONCEPTS INC		703-790-9595	00001	13,046.00					13,046.00
84216	W W GRAINGER - FOR PO'S	251	661-1035	00001	72.20					72.20
87716	LOWE'S FOLEY - 057700034		9705307	00001	204.96					204.96
87767	JANI KING OF MOBILE	504	4419700	00001	437.46					437.46
95468	BAY WINDOWS	2	433 4527	00001	45.00					45.00
95505	U S SECURITY SYSTEMS INC - PO'	334	2738778	00001	3,710.50					3,710.50
98634	MCPHERSON OIL CO INC/DBA FUELM		2398882	00001	731.86					731.86
99320	INFIRMARY OCCUPATIONAL HEALTH		4333781	00001	1,369.00					1,369.00
					1,207.00					1,202.00

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									As Of 2/26/2020
Number	Supplier Name		one Number	Co	Balance Open	Current	1 - 0	Aging	
				<u> </u>			1-0		
102875	CDW - GOVERNMENT, INC - PO	866		00001	25,640.51	7.80-			25,648.31
105048	BALDWIN CNTY SOLID WASTE	251		00001	1,040.00				1,040.00
105435	CINTAS FIRST AID & SAFETY	251		00001	457.65				457.65
109891	BOYKIN, CELENA R	251	7474193	00001	122.60				122.60
111974	WISE, JODY L			00001	383.33				383.33
113161	DELTA FLOORING INC	251	9370506PH	00001	3,587.00				3,587.00
115852	DADE PAPER & BAG CO	251	9641500	00001	1,246.10				1,246.10
118412	HART, DALETHA J	251	9471026	00001	40.25				40.25
118519	WALZ, BRENDA J	251	5804819	00001	96.60				96.60
119204	BLACK BOX NETWORK SERVICES/	FOR63	9719011	00001	10,333.02				10,333.02
123300	SOFTWARE HOUSE INT dba SHI	800	2109629	00001	1,392.04				1,392.04
123932	SILVERHILL, TOWN OF (MISC.)			00001	12,932.37				12,932.37
126261	EXPRESS OIL CHANGE -ROBERTSD	A251	9472606	00001	85.75				85.75
136872	LOWE'S - DAPHNE		6217620	00001	579.32				579.32
142551	FERGUSON ENTERPRISES INC - DA	P 251	6212147	00001	134.99				134.99
143271	JAZZY CLEAN JANITORIAL	251	6220127	00001	142.00				142.00
148881	ANDREWS, SUSAN R	850	639-3751	00001	2,273.55				2,273.55
150287	BAY MINETTE LAND CO			00001	1,000.00				1,000.00
152477	J&R SYSTEM INTEGRATION LLC/SE	EC	2952760/JOHNGIB	00001	947.44				947.44
			SON						
154499	SOUTHERN PIPE & SUPPLY - FAIRH	251	9900786	00001	376.23				376.23
158123	TRANE-MOBILE PARTS CENTER		6652939	00001	125.48				125.48
160961	HILL, SUSAN B	251	9280964	00001	279.13				279.13
162801	COMPLETE SAFETY WORKS INC	251	4796788	00001	244.95				244.95
166975	TSA INC	205	7339111	00001	311.00				311.00
170755	PASCO METAL LLC	251	9371862	00001	240.00				240.00
174713	PAM'S EMBROIDERY & SEWING	251	9371393	00001	537.50				537.50
176031	INCLUSION SOLUTIONS LLC	847	8692500	00001	1,205.30				1,205.30
180090	WESTRIDGE PROFESSIONAL SERVI	СБ30	881 1899	00001	3,300.00				3,300.00
180505	CHUCK STEVENS CHEVROLET	251	937 1500	00001	375.80				375.80
180573	DANA SAFETY SUPPLY INC	800	845 0045	00001	9,259.12				9,259.12
180999	PETROLEUM TRADERS CORPORAT	10800	348-3705/1002	00001	49,726.08				49,726.08
181474	L A SHOWERS & GLASS LLC	251	583 7782	00001	160.00				160.00
181574	O'REILLY AUTO PARTS-FIRST CALL			00001	3,001.91	225.96-			3,227.87
181793	PEDEN, SARA ELIZABETH	251	4548675	00001	153.41				153,41
181813	UTILITY ASSOCIATES INC	404	816 0300	00001	83,980.00				83,980.00
181852	ALTA POINTE HEALTH SYSTEMS IN	C251	450 5901	00001	300.00				300.00
183454	WALKER, JEANINE ANN	251	986-6804	00001	8.05				8.05
184042	DSD SERVICES GROUP LLC			00001	2,120.00				2,120.00
184294	PRINT SHOP, THE	251	937 1772	00001	516.00				516.00

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	Supplier					As Of 2/26/2020
Number	Name Ph	ione Number	Co	Balance Open	Current	
184946	AL STATE DEPT OF THE SECRETARY		00001	30.00		30.00
185351	HOLLAND'S PAINT & BODY		00001	1,330.25		1,330.25
185396	MAC'S AUTOGLASS LLC 251	228 2744	00001	245.00		245.00
185594	STAPLES CONTRACT & COMMERCIAB03		00001	3,237.61	53.85-	3,291.46
185711		434-1054	00001	74.10		74.10
186268	LIFEGUARD AMBULANCE SERVICE		00001	2,664.76		2,664.76
186326	QCHC INC		00001	105,858.36		105,858.36
186493	SMART COP INC/CALIBER SMARTCOP		00001	62,153.36		62,153.36
186957	RAYBORN, TYLER ANTHONY 251	802-5391	00001	300.00		300.00
187049	INDUSTRIAL BOILER & MECHANICA#23		00001	1,294.22		1,294.22
187695	CINTAS LOCATION #211 - PURCHAS 251		00001	480.00		
188199	SYNERGY TELCOM INC 800		00001	353.16		480.00 353.16
188437	UNIFORMS AND MORE LLC 251	947 5919	00001	187.50		187.50
188839	TOWER EQUITIES LLC 504		00001	2,000.00		2,000.00
188897	STAR SERVICE INC OF MOBILE		00001	2,499.50		2,000.00
189376	COX POOLS OF THE SOUTHEAST (R)		00001	25.00		2,499.30
189781	6.0	979-1820	00001	2.70		23.00
189933	CAROUSEL INDUSTRIES OF NORTH A404		00001	14,025.28		14,025.28
190884	TYLER TECHNOLOGIES, INC. 800		00001	1,400.00		14,025.28
191016	BAY PEST CONTROL COMPANY INC. 228		00001	149.00	149.00	1,400.00
191391	METROPOLITAN LIFE INSURANCE CO		00001	1,300.00	149.00	1,300.00
191643	MANAGING RESULTS, LLC 865	567 5192	00001	9,302.27		9,302.27
191767	JOHNNY CHRISTOPHER PAINTING L1251	943 6586	00001	4,250.00		4,250.00
191808	FOLEY HOSPITAL CORP (R)		00001	25,986.54		25,986.54
191811		937 9594	00001	190,658.50		190,658.50
191818	OVM AGENCY		00001	395.00		395.00
	General Fund		00001	970,274.84	193,352.35	776,922.49
98634	MCPHERSON OIL CO INC/DBA FUELN\$00	2398882	00103	1.85	195,552.55	1.85
	County Transportation Fund		00103	1.85		1.85
184294	PRINT SHOP, THE 251	937 1772	00104	50.00		50.00
185594	STAPLES CONTRACT & COMMERCIA803	333 8496	00104	25.75		25.75
190185	MCCOLLUM, CLIFFORD SIM 334	524-9805	00104	368.65		368.65
	Legislative Del Off Fund		00104	444.40		 444.40
14084	BOB BARKER CO INC - PO'S		00105	292.35		292.35
54037	SOUTH ALABAMA REGIONAL 334	4336541	00105	2,537.30		2,537.30
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00105	274.29		274.29
98634	MCPHERSON OIL CO INC/DBA FUELN800	2398882	00105	.54		.54
99320	INFIRMARY OCCUPATIONAL HEALTH34	4333781	00105	126.00		126.00
136872	LOWE'S - DAPHNE	6217620	00105	955.70		955.70
183225	BAY TIRES - BAY MINETTE 251	580 5022	00105	1,506.62		1,506.62
				1,000.02		1,500.02

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	Supplier								As Of 2/2
umber	Name		one Number	Co	Balance Open	Current		ging	
							8		
86326	QCHC INC			00105	5,000.00				5,000
	Juvenile Detention Fac Fund			00105	10,692.80				10,692
9320	INFIRMARY OCCUPATIONAL HEALT	ЪВ34	4333781	00106	80.00				80
82836	ANDERSON, WILLIE FELISHA	251	978-2544	00106	160.58				160
84294	PRINT SHOP, THE	251	937 1772	00106	255.00				255
	Baldwin Co Archives Fund			00106	495.58				495
1006	BLOSSMAN GAS - FOLEY	251	9435759	00109	103.98				103
4018	BAY MINETTE ANIMAL CLINIC	251	9377540	00109	1.00				1
044	BALDWIN ANIMAL CLINIC PC			00109	1,183.00				1,183
009	CAMPBELL HARDWARE & SUPPLY C	2051	9472291	00109	104.40				104
153	DYKES VETERINARY CLINIC			00109	149.00				149
714	CENTRAL BALDWIN VETERINARY H	IOS		00109	149.00				149
043	ROBERTSDALE FEED STORE	251	9477786	00109	489.91				489
037	SOUTH ALABAMA REGIONAL	334	4336541	00109	507.79				507
042	SWEAT TIRE - ROBERTSDALE			00109	62.91				62
733	SERVICEMASTER ACTION CLEANIN	(B 00	943-3899	00109	550.00				550
427	LILLIAN VETERINARY HOSPITAL			00109	558.00				558
634	MCPHERSON OIL CO INC/DBA FUELI	N\$00	2398882	00109	8.39				8
320	INFIRMARY OCCUPATIONAL HEALT	HB34	4333781	00109	103.00				103
5852	DADE PAPER & BAG CO	251	9641500	00109	418.15				418
2551	FERGUSON ENTERPRISES INC - DAP	251	6212147	00109	20.67				20
7344	CINTAS - UNIFORMS			00109	500.00				500
8103	HAPPY ACRES VETERINARY CLINIC			00109	1,971.00				1,971
8391	HILL'S PET NUTRITION INC			00109	506.98				506
8882	ROBERTSDALE ANIMAL CLINIC			00109	521.00				521
	Animal Shelter			00109	7,908.18				7,908
448	A & M PORTABLES INC	251	6790933	00111	150.00				150
006	BLOSSMAN GAS - FOLEY	251	9435759	00111	51.48				51
075	BEARD EQUIPMENT - POWERPLAN		4561993	00111	90.95				90
488	BLACKLIDGE EMULSIONS INC	800	8663878	00111	3,240.00				3,240
048	EQUIPMENT SALES CO	251	9375313	00111	3,672.31				3,672
121	FORESTRY SUPPLIERS INC	601	3543565	00111	152.03				152
589	MOBILE ASPHALT CO LLC	251	4080770	00111	2,392.38	64.66-			2,457
546	FEDEX			00111	30.87				30
32	EVANS MFG	251	6336008	00111	1,969.00				1,969.
68	POPE CONTRACTING INC			00111	18,193.49	18,193.49			.,,,,,,,,
009	ROBERTSDALE AUTO PARTS INC	334	9472882	00111	72.88	8			72.
40	ROBERTSDALE POWER EQUIPMENT			00111	565.49				565.
50		251	6600902	00111	674.55				674.
317	AL STATE DEPT OF REVENUE			00111	363.75				363.

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	Supplier								As Of	2/26/2020
Number	Name		one Number	Co	Balance Open	Current	A 1 - 0	Over 0	10.00	
57071	THOMPSON TRACTOR CO	224	(2(5100	00111						
64821	THOMPSON TRACTOR CO DANNY'S HYDRAULICS	334		00111	45,463.81					45,463.81
65201	VULCAN MATERIALS CO - PO'	251	3349701713	00111	331.33					331.33
		251	6256681	00111	4,828.05					4,828.05
66006	WRIGHTS MOTOR PARTS INC	334	9372591	00111	961.37					961.37
66024	WESCO DISTRIBUTION - MOBILE	251	433 4567	00111	73.25	6.44-				79.69
66295	VOLKERT INC **	251	3421070	00111	6,096.17					6,096.17
83660	ALABAMA PIPE & SUPPLY CO INC	251	6531399	00111	2,789.12					2,789.12
84216	W W GRAINGER - FOR PO'S	251		00111	1,014.31					1,014.31
87716	LOWE'S FOLEY - 057700034		9705307	00111	55.76					55.76
87767	JANI KING OF MOBILE	504	4419700	00111	888.56					888.56
91774	GULF COAST DRIVETRAIN	251	625 6862	00111	1,129.09					1,129.09
95071	FLEETPRIDE - PO	251	4382489	00111	1,891.72					1,891.72
98634	MCPHERSON OIL CO INC/DBA FUEL	_N\$00	2398882	00111	232.58					232.58
99320	INFIRMARY OCCUPATIONAL HEALT	ГЊ34	4333781	00111	186.00					186.00
102875	CDW - GOVERNMENT, INC - PO	866	3393526	00111	7,617.14					7,617.14
105435	CINTAS FIRST AID & SAFETY	251	4437301	00111	170.13					170.13
110162	ZACK LONG DIRT PIT	251	9371441	00111	4,788.00					4,788.00
120432	HI-LINE - FOR PURCHASE ORDERS			00111	417.18					417.18
133920	C & H CONSTRUCTION SERVICES		6256892	00111	12,450.00				1	12,450.00
136514	FLOYDS EXHAUST & PERFORMANC	CEA	9479631	00111	50.00					50.00
143642	JACE CHANDLER - PO'S	205	8797336	00111	890.00					890.00
143685	HYDRO-ENGINEERING SOLUTIONS	334	2848343	00111	4,000.00					4,000.00
145461	WETLAND SCIENCES INC	850	4534700	00111	1,060.88					1,060.88
146165	BALDWIN FEED AND SEED LLC		9379166	00111	112.00					112.00
147897	NAVIGATION ELECTRONICS INC	800	9491446PH	00111	52.03					52.03
147951	MY BINDING - INFORMATION MAN		9444573	00111	86.08					86.08
149690	McGRIFF TIRE CO INC (PO'S ONL		2111373	00111	823.26					
151634	AMMONS & BLACKMON CONSTRUC	C'77 የጠለ	6260656	00111	12,577.45					823.26
162616	SWEAT TIRE - BAY MINETTE	0 22011	5808473	00111	619.37				1	12,577.45
172718	LYLE MACHINERY CO - MOBILE		3382555	00111						619.37
180100	CLEVERDON FARMS	251	943-1170	00111	208.57					208.57
181424	GULF COAST BUILDING SUPPLY-AC		943-1170		607.50	21.00				607.50
181574	O'REILLY AUTO PARTS-FIRST CALL	E251	947 7800	00111	821.71	31.98-				853.69
181374		N		00111	338.39	88.00-				426.39
181787	SHARP ELECTRONICS CORPORATIO	N		00111	780.58	780.58				
	MURPHY'S QUALITY HAY, INC.			00111	960.00					960.00
185594	STAPLES CONTRACT & COMMERCIA		333 8496	00111	115.52					115.52
185700	STANTEC CONSULTING SERVICES IN		450 7601	00111	4,105.00					4,105.00
186174	SOUTHERN FORESTRY CONSULTAN			00111	51,833.84				5	1,833.84
186607		877	938 7948	00111	60.00					60.00
187695	CINTAS LOCATION #211 - PURCHAS	251	443 7301	00111	600.00					600.00

Baldwin County Commission Open A/P Summary Report

Baldwin County Commission Open A/P Summary Report

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	Sumplim							As Of 2/26/2020
Number	Supplier Name		one Number	Co	Balance Open	Current	 Aging Over 0	
							 	()
190650	SOUTHERN TIRE MART	877	786 4681	00111	661.54	6,720.00-		7,381.54
191642	UTILICOM SUPPLY ASSOCIATES, LL	. 404	298 7700 - GA	00111	1,542.66	92.02-		1,634.68
	7 Cent Gasoline Tax Fund			00111	205,909.13	11,970.97		193,938.16
54037	SOUTH ALABAMA REGIONAL	334	4336541	00120	876.04			876.04
94060	CHUCK STEVENS AUTO INC			00120	861.40			861.40
98634	MCPHERSON OIL CO INC/DBA FUEL	_N\$00	2398882	00120	9.03			9.03
99320	INFIRMARY OCCUPATIONAL HEALT	ГЊ34	4333781	00120	229.00			229.00
150682	METRO MARKET TRENDS INC	850	4741398	00120	918.00			918.00
182052	WATTERS, MARY E	251	9785205	00120	184.71			184.71
184040	WALTON, HELEN DEAS	251	990-0024	00120	35.08			35.08
185674	GILL, MARGARETTE ELIZABETH	251	209-2878	00120	504.00			504.00
185675	CHESHIRE, SEAN CATHERINE	251	654-2070	00120	546.00			546.00
186500	BELL, CHRISTOPHER KYLE	251	269-9247	00120	546.00			546.00
186501	CLARK, LYNZIE E	251	643-6152	00120	560.00			560.00
187695	CINTAS LOCATION #211 - PURCHAS	251	443 7301	00120	100.00			100.00
188199	SYNERGY TELCOM INC	800	201 7590	00120	706.32			706.32
191832	PROPERTY TAX OVERSIGHT			00120	375.00			375.00
	Reappraisal Fund			00120	6,450.58			6,450.58
10448	A & M PORTABLES INC	251	6790933	00140	115.00			115.00
40019	MOYER FORD SALES INC	334	9431661	00140	288.29			288.29
85155	CHILDRESS, KELLY D	251	9647787	00140	20.13			20.13
98634	MCPHERSON OIL CO INC/DBA FUEL	. N\$ 00	2398882	00140	1.61			1.61
183951	HENDERSON, KENDEL DYETT	251	978-6934	00140	82.80			82.80
191016	BAY PEST CONTROL COMPANY INC	. 228	875-8908	00140	22.50	22.50		
	Council on Aging Fund			00140	530.33	22.50		507.83
51009	ROBERTSDALE AUTO PARTS INC	334	9472882	00143	458.88			458.88
54037	SOUTH ALABAMA REGIONAL	334	4336541	00143	2,981.08			2,981.08
57002	TERMINIX SERVICE *			00143	497.00			497.00
73875	COURTNEY & MORRIS APPRAISALS	I251	4768545	00143	3,275.00			3,275.00
98634	MCPHERSON OIL CO INC/DBA FUEL	M\$00	2398882	00143	96.46			96.46
99320	INFIRMARY OCCUPATIONAL HEALT	ЪЗ4	4333781	00143	55.00			55.00
108880	SPIVEY & COLLC (BALDWIN TOW			00143	200.00			200.00
115852	DADE PAPER & BAG CO	251	9641500	00143	249.23			249.23
143271	JAZZY CLEAN JANITORIAL	251	6220127	00143	548.86			548.86
146675	STEWART, RONALD B	251	5804156	00143	24.00			24.00
	Section 18 Fund			00143	8,385.51			8,385.51
10448	A & M PORTABLES INC	251	6790933	00144	4,091.00			4,091.00
19009	CAMPBELL HARDWARE & SUPPLY C	051	9472291	00144	192.00			192.00
51009	ROBERTSDALE AUTO PARTS INC	334	9472882	00144	1,356.76			1,356.76
87767	JANI KING OF MOBILE	504	4419700	00144	207.96			207.96

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	Supplier							Aging	
Number	Name	Ph	one Number	Co	Balance Open	Current	1 - 0	Over 0	
98597	BALDWIN TRACTOR - PURCHASES		9474171	00144	170.54				170.54
98634	MCPHERSON OIL CO INC/DBA FUE		2398882	00144	170.54				170,34
103114	BAY UTILITY TRAILERS INC	251	9436683	00144	56.00				56.00
115852	DADE PAPER & BAG CO	251		00144	647.77				647.77
136872	LOWE'S - DAPHNE	201	6217620	00144	310.48				310.48
146165	BALDWIN FEED AND SEED LLC		9379166	00144	64.00				64.00
152477	J&R SYSTEM INTEGRATION LLC/SI	EC	2952760/JOHNGIB	00144	245.70				245.70
			SON		2.0110				245.70
181787	SHARP ELECTRONICS CORPORATI	ON		00144	32.88	32.88			
181899	SUBURBAN PROPANE - PO'S - DO N			00144	181.61				181.61
182244	COASTAL INDUSTRIAL SUPPLY	251	947 9400	00144	225.00				225.00
185606	GULF COAST ORGANIC, INC. **			00144	675.00				675.00
	Parks Fund			00144	8,474.27	32.88			8,441.39
14444	BAY IMAGES	251	6260044	00146	24.00				24.00
148881	ANDREWS, SUSAN R	850	639-3751	00146	403.09				403.09
182424	ALABAMA TRANSPORTATION PLA	NNER		00146	150.00				150.00
191603	J R WILBURN & ASSOCIATES INC			00146	14,185.60				14,185.60
	Eastern Shore Metro Planning O			00146	14,762.69				14,762.69
48197	PERDIDO BAY WATER, SEWER, FIR	E 251	9875816	00180	58,396.40				58,396.40
123300	SOFTWARE HOUSE INT dba SHI	800	2109629	00180	49,480.72				49,480.72
170536	SOUTHDATA INC *	251	3437616	00180	583.90				583.90
	State Grants			00180	108,461.02				108,461.02
10448	A & M PORTABLES INC	251	6790933	00510	525.00				525.00
14075	BEARD EQUIPMENT - POWERPLAN		4561993	00510	3,208.98				3,208.98
43932	EVANS MFG	251	6336008	00510	512.50				512.50
48262	PIGGLY WIGGLY - BAY MINETTE	251	9377865	00510	376.68				376.68
51009	ROBERTSDALE AUTO PARTS INC	334	9472882	00510	130.14				130.14
51288	ROTO-ROOTER			00510	1,250.00				1,250.00
54464	SOUTHERN CHEVROLET-OLDS-GE	С		00510	470.89				470.89
56733	SERVICEMASTER ACTION CLEANIN	NCB00	943-3899	00510	1,697.00				1,697.00
57071	THOMPSON TRACTOR CO	334	6265100	00510	288.83				288.83
60417	GOODWYN, MILLS & CAWOOD INC	334	2713200	00510	700.00				700.00
65091	STONE CROSBY PC **			00510	1,848.14				1,848.14
84216	W W GRAINGER - FOR PO'S	251	661-1035	00510	318.46				318.46
87716	LOWE'S FOLEY - 057700034		9705307	00510	100.72				100.72
95071	FLEETPRIDE - PO	251	4382489	00510	251.00				251.00
98634	MCPHERSON OIL CO INC/DBA FUEI	_N\$00	2398882	00510	105.29				105.29
115852	DADE PAPER & BAG CO	251	9641500	00510	251.75				251.75
120432	HI-LINE - FOR PURCHASE ORDERS			00510	647.08				647.08
128080	KENWORTH OF ALABAMA (PARTS	DNEI	9574000P	00510	705.54				705.54

Baldwin County Commission Open A/P Summary Report

Baldwin County Commission Open A/P Summary Report

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								AS 01 2/20/2020
Number	Name		one Number	Co	Balance Open	Current	Aging	
144784	LOXLEY CWC GENERAL FUND	251	9645044	00510	5,820.00			5,820.00
180999	PETROLEUM TRADERS CORPORATI	0800	348-3705/1002	00510	1,236.65			1,236.65
182059	SUNSOUTH LLC	251	943 5091	00510	150.00			150.00
183631	DEERE & COMPANY			00510	10,990.00			10,990.00
183859	SWEAT TIRE - LOXLEY	251	964 8473	00510	87.00			87.00
185645	BEARD EQUIPMENT CO - MOBILE			00510	2,549.94			2,549.94
186800	PIGGLY WIGGLY FOLEY #474	855	584 3744	00510	1,111.41			1,111.41
186802	PIGGLY WIGGLY LOXLEY #472	855	584 3744	00510	1,062.48			1,062.48
188897	STAR SERVICE INC OF MOBILE			00510	711.35			711.35
191016	BAY PEST CONTROL COMPANY INC	. 228	875-8908	00510	65.00	65.00		
191358	LSC ENVIRONMENTAL PRODUCTS	607	625-3050	00510	13,640.00			13,640.00
	Solid Waste Fund			00510	50,811.83	65.00		50,746.83
10202	AL-TRANS SERVICE INC *	251	3040906	00511	492.40			492.40
27242	GULF COAST TRUCK & EQUIPMENT	G34	4762744	00511	2,112.53			2,112.53
40569	NOTARY PUBLIC UNDERWRITERS			00511	99.00			99.00
54050	BAY SIDE RUBBER & PRODUCTS	251	6600902	00511	408.93			408.93
65007	VULCAN SIGNS	334	9431541	00511	162.00			162.00
84216	W W GRAINGER - FOR PO'S	251	661-1035	00511	631.16			631.16
95071	FLEETPRIDE - PO	251	4382489	00511	1,936.74			1,936.74
98634	MCPHERSON OIL CO INC/DBA FUEL	M\$00	2398882	00511	152.55			152.55
99320	INFIRMARY OCCUPATIONAL HEALT	ЪЗ4	4333781	00511	95.00			95.00
114420	RUSH TRUCK CENTER - THEODORE	251	4597300	00511	30.54			30.54
115852	DADE PAPER & BAG CO	251	9641500	00511	183.11			183.11
120432	HI-LINE - FOR PURCHASE ORDERS			00511	725.75			725.75
149690	McGRIFF TIRE CO INC (PO'S ONL			00511	4,956.52	500.00-		5,456.52
152477	J&R SYSTEM INTEGRATION LLC/SE	С	2952760/JOHNGIB	00511	1,133.15			1,133.15
			SON					
159767	CORE COMPUTING SOLUTIONS INC			00511	7,394.10			7,394.10
170536	SOUTHDATA INC *	251	3437616	00511	6,849.13			6,849.13
184210	HANCOX, DAVID (R)			00511	30.00			30.00
191618	PIXIE DUST LLC (R)			00511	18.00			18.00
191732	TEED, JEANIE (R)			00511	18.00			18.00
191823	WAGNER, STUART (R)			00511	30.00			30.00
191824	MAJORS, JERRI-ANN (R)			00511	30.00			30.00
191825	TINDELL, ROLLINS L JR (R)			00511	21.00			21.00
191826	WUERLING, STEVE & KIM (R)			00511	16.00			16.00
191827	MANN, KERRI (R)			00511	32.00			32.00
191828	RICHARDSON, KAREN (R)			00511	16.00			16.00
191829	MCGEE, STACY (R)			00511	21.00			21.00
191830	YOUNG, DARRYL & ANNA (R)			00511	16.00			16.00

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	Supplier						As Of	2/26/2020
Number	Name Phone Number	Co	Balance Open	Current	1 - 0	Aging Over 0		
191831	ESTATE OF RODNEY L PLEMONS (R)	00511	30.00					30.00
191835	DEFILIPPI, KEVIN & DARLEEN (R)	00511	48.00					48.00
191836	BALL, JOHN W (R)	00511	16.00					48.00
191837	ARD, RYAN (R)	00511	32.00					32.00
191838	ARNOULD, TERESA (R)	00511	32.00					32.00
191839	COPELAND, RHONDA (R)	00511	32.00					
191840	WOOD, ANGELA D (R)	00511	30.00					32.00 30.00
191841	ROWE, SCOTT (R)	00511	30.00					30.00
191842	ARMBRUSTER, CAMILLE (R)	00511	30.00					30.00
191843	FRAIN, RICK & SHARON (R)	00511	30.00					30.00
191844	KIMBRO, JOHN (R)	00511	30.00					
191845	RICHTER, DAN (R)	00511	30.00					30.00
191846	GOODALE, WILLARD G (R)	00511	30.00					30.00
191847	HARRISON, TRACY ADAM (R)	00511	30.00					30.00 30.00
191848	STOKLEY, ROBIN (R)	00511	30.00					30.00
191849	PADGETT, KATY (R)	00511	14.00					14.00
191850	PRICE, ROBERT W (R)	00511	16.00					14.00
191851	HAYES, JERRY (R)	00511	14.00					14.00
191852	REDMOND, KATHRYN (R)	00511	42.00					42.00
191853	TOBIAS, SANDRA (R)	00511	16.00					16.00
191854	BULES, NEIL (R)	00511	16.00					16.00
191855	GRIMES, BRAXTON (R)	00511	26.00					26.00
191856	CATANZARO, ROSEMARIE & JOHN (R	00511	21.00					21.00
191857	SEAY, SHANNA R (R)	00511	30.00					30.00
191858	BROWN, AMY (R)	00511	30.00					30.00
191859	LOWTHERT, LORI (R)	00511	30.00					30.00
191860	MCRORY, JAMES (R)	00511	30.00					30.00
191861	STRAWN, ROBERT & ALLISON (R)	00511	30.00					30.00
191862	ANDREWS, FRANK (R)	00511	16.00					16.00
191863	CAGLE, GEORGE A & RHONDA D (R)	00511	16.00					16.00
191864	WELDY, MICHAEL & JENNIFER (R)	00511	16.00					16.00
191865	TROSCLAIR, DANNY (R)	00511	30.00					30.00
191866	WATERS, SANDRA (R)	00511	30.00					30.00
191867	JOHNSON, JARED H (R)	00511	30.00					30.00
191868	BREAUX, CHAD (R)	00511	30.00					30.00
191869	JONES, KEVIN & HALEY (R)	00511	30.00					30.00
191870	BROWN, KEVIN S (R)	00511	2.00					2.00
191871	HOWELL, MIKE E (R)	00511	32.00					32.00
191872	METZ, STEVEN L (R)	00511	30.00					30.00
191873	SPITZER, WALTER III (R)	00511	14.00					14.00
								1000000

Baldwin County Commission Open A/P Summary Report

Baldwin Cou	inty Commission
Open A/P Su	mmary Report

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	Sumplior					5 m	713 01 2/20/2020
Number	Supplier Name Pho	ne Number Co	Balance Open	Current	1 - 0	Aging Over 0	
191874	AL'SALEM, TARIK & SONYA (R)	00511	16.00				16.00
191875	PARK, SCOTT A & LISA Z (R)	00511	16.00				16.00
191876	PHAM, TUAN A & JULIE M (R)	00511	16.00				16.00
191877	BARNES, NICOLE & JAMES (R)	00511	16.00				16.00
191878	MASE, CURTIS D (R)	00511	16.00				16.00
191879	HARPER, ABE L JR (R)	00511	16.00				16.00
191880	PALUMBO, WILLIAM (R)	00511	21.00				21.00
191881	PETTIS, PAT (R)	00511	16.00				16.00
191882	SHOBE, WAYNE SR (R)	00511	16.00				16.00
191883	RIPPY, TRACEY & BRIAN (R)	00511	16.00				16.00
191884	BAGGETT, KEITH & PEGGY (R)	00511	16.00				16.00
191885	JONES, HENRY & PHYLLIS (R)	00511	32.00				32.00
191886	CONNELL, ANDREA M (R)	00511	32.00				32.00
191887	HILL, STEVEN (R)	00511	66.00				66.00
191888	PETERSON, MICHELLE & MICHAEL (00511	33.00				33.00
	Solid Waste Collection Fund	00511	29,005.61	500.00-			29,505.61
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882 00708	4.31				4.31
99320	INFIRMARY OCCUPATIONAL HEALTH34	4333781 00708	45.00				45.00
186493	SMART COP INC/CALIBER SMARTCOP	00708	5,855.64				5,855.64
	Community Corrections	00708	5,904.95				5,904.95
39466	KENTWOOD SPRINGS WATER	18002357873 00740	35.68				35.68
54037	SOUTH ALABAMA REGIONAL 334	4336541 00740	405.00				405.00
105048	BALDWIN CNTY SOLID WASTE 251	9888125 00740	260.00				260.00
116169	GANEY, BRENDA Q	00740	3,433.34				3,433.34
180834	COX, DEANNA VICICH	00740	750.00				750.00
181809	RUFFIN, LORI G	00740	132.00				132.00
185506	SMITH, CHARLOTTE K	00740	115.50				115.50
191743	DENNISE WOLSTENHOLME	00740	1,500.00				1,500.00
	Law Library Fund	00740	6,631.52				6,631.52
191016	BAY PEST CONTROL COMPANY INC. 228	875-8908 00790	22.50	22.50			
	Self Insurance Trust	00790	22.50	22.50			
				B			
	Grand Total(s)	00790	1,435,167.59	204,966.20			1,230,201.39

R5504311 BCC0001

Baldwin County Commission

Manual Payment Journal

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	. Document Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pay	yment A scount T	mount	ounts	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
G/L I	3ank Account 0001848	1		Cash	Batch Number	2849198	Туре	<u>M</u>	Date	2/26/2020	User ID	RBENSON	_
	9205092	2/26/2020	00001	BALDWIN CNTY BOARD OF EDUCA					5,182,1	12.68-		D	
PV	509046 00001 001	2/26/2020		2262020	SALES/USE TAX								
				Cash	00018481						5,182,112.68-	AA	
PN	9205092	2/26/2020	00001	BALDWIN CNTY BOARD OF EDUCA	TIO 14116				1,137,2	36.42-		D	
PV	509046 00001 002	2/26/2020		2262020	SALES/USE TAX								
				Cash	00018481						1,137,236.42-	AA	
PN	9205092	2/26/2020	00001	BALDWIN CNTY BOARD OF EDUCA	TIO 14116				254,3	60.97-		D	
PV	509047 00001 001	2/26/2020		1312020	CASUAL SALES TAX - JA	AN 2020							
				Cash	00018481						254,360.97-	AA	
				Totals for	or Bank Account				6,573,7	10.07-	6,573,710.07-		
				Totals fo	or Batch		3		6,573,7	10.07-	6,573,710.07-	2	
				User To	tal				6,573,7	10.07-	6,573,710.07-		j.
				Grand 1	fotal				6,573,7	10.07-	6,573,710.07-		

R5504311 BCC0001

Baldwin County Commission

 Ty	Documer Payment Voucher			Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pa		Amount	ounts	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
G/L	Bank Accou	int 00	018481			Cash	Batch Number	2849199	Туре	<u>M</u>	Date	2/26/2020	User ID	RBENSON	_
PN	9205093			2/26/2020	00001	GULF SHORES BOARD OF EDUC	ATION 191392				298,4	10.98-		D	
PV	509049	00001	001	2/26/2020		2262020	SALES/USE TAX								
						Cash	00018481						298,410.98-	AA	
PN	9205093			2/26/2020	00001	GULF SHORES BOARD OF EDUC	ATION 191392				76,9	98.69-		D	
PV	509049	00001	002	2/26/2020		2262020	SALES/USE TAX								
						Cash	00018481						76,998.69-	AA	
PN				2/26/2020	00001	GULF SHORES BOARD OF EDUC	ATION 191392				17,5	96.28-		D	
PV	509050	00001	001	2/26/2020		1312020	CASUAL SALES TAX -	JAN 2020							
						Cash	00018481						17,596.28-	AA	
						Tota	ls for Bank Account				393,0	05.95-	393,005.95-		
						Tota	ls for Batch				393,0	05.95-	393,005.95-		
						Use	r Total		-		393,0	05.95-	393,005.95-		
						Gra	nd Total				393,0	05.95-	393,005.95-	· · · · · · · · · · · · · · · · · · ·	



Agenda Action Form

File #: 20-0822, Version: 1

Item #: EA2

Meeting Type: BCC Regular Meeting
Meeting Date: 3/3/2020
Item Status: New
From: Cian Harrison, Clerk/Treasurer Eva Cutsinger, Chief Compliance Officer
Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling \$3,764,644.13 (three million, seven hundred sixty-four thousand, six hundred forty-four dollars and thirteen 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? $\ensuremath{\mathsf{N/A}}$

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 March 3, 2020

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	Vendor Summary	Totals	Brief Description
	AL STATE DEPT OF ENVIRONMENTAL MANAGEMENT	1,385.00	Permit
	AL STATE DEPT OF REVENUE	241.74	Payroll
3	ALABAMA CHILD SUPPORT PAYMENT CENTER	2,779.53	Payroll
4	ALABAMA INCOME TAX DIVISION	75,758.18	Payroll
5	AT&T (BELLSOUTH)**	643.19	Telephone
6	BALDWIN CNTY COMMISSION - BOOTS	130.00	Payroll
7	BALDWIN CNTY COMMISSION - DENT	12,345.00	Payroll
	BALDWIN CNTY COMMISSION - HEAL	66,856.00	Payroll
9	BALDWIN CNTY SHERIFF'S OFFICE	751,129.31	Payroll
10	BALDWIN EMC	8,725.00	
11	BLUE CROSS & BLUE SHIELD OF AL	381,859.74	Payroll
12	CANOPY INVESTMENT COMPANY LLC		Land Redemptions
13	CENTURYLINK (GULFTEL) **		Telephone
14	CENTURYLINK(GULF TELEPHONE CO L/DIST)*	1,862.29	Telephone
	COOK, ANISSA		Land Redemptions
16	DEPARTMENT OF CHILDREN AND FAMILY SVC	193.84	
17	EQUITY TRUST CO CUSTODIAN FBO R. HAYNES	9,795.65	Land Redemptions
18	FAIRHOPE, CITY OF (UTILITIES)	7,134.50	
19	FLEXIBLE BENEFITS	10,658.01	
20	FNA 2018-1 LLC	55,861.74	Land Redemptions
21	FOLEY HOSPITAL CORP (R)	7,621.53	Refund; Sales Tax
22	FOLEY, CITY OF	57.72	Utilities
23	FRONTIER COMMUNICATIONS	65.55	Telephone
24	HARBOR COMMUNICATIONS LLC	3,559.42	Telephone
25	IRS-TAX PAYMENT	234,404.02	Payroll
26	JUDICIAL RETIREMENT FUND	907.68	Payroll
27	KENWORTH OF MOBILE - EQUIPMENT PURCHASES	1,884,210.00	Vehicles; Highway
28	NATIONWIDE RETIREMENT SOLUTION	11,919.75	Payroll
29	NORTH BALDWIN UTILITIES	36,550.97	Utilities
30	O'BRIEN, DANIEL	1,523.51	Payroll
31	PEIRAF DEFERRED COMPENSATION	1,707.00	
32	PIKE, CHRISTOPHER SCOTT		Land Redemptions
	RENAISSANCE MONTGOMERY HOTEL & SPA	23,629.69	Hotel; BCC Strategic Plan Conference
34	RETIREMENT SYSTEMS OF AL	133,704.40	Payroll
35	RIVIERA UTILITIES	10,476.49	Utilities
36	ROCKY TOP PROPERTIES, LLC	19,597.05	Land Redemptions
37	RYNO CONSULTING LLC	797.70	Monthly Pay Flow Fee
38	VERIZON WIRELESS **		Telephone
39	WISE, JODY L CIRCUIT CLERK	632.37	Payroll
	Grand Total	3,764,644.13	

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Baldwin County Commission

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Manual Payment Journal

Document Payment Ty Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pa		Amoun	mounts ut	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
G/L Bank Account 0001848	1		Cash	Batch Number	2848968	Туре	M	Date	02/11/20	User ID	ECUTSINGER	
PN 9205077 T7 507505 00001 001	02/09/20 02/14/20	00001	IRS-TAX PAYMENT 02102015485310	54188 636001408 Payroll Taxes				3	8,442.61-		D	
			Cash	00018481						3,442.61-	AA	
PN 9205077 T7 507506 00001 001	02/09/20 02/14/20	00001	IRS-TAX PAYMENT 02102015485311	54188 636001408 Payroll Taxes				5	5,614.14-		D	
			Cash	00018481						5,614.14-	AA	
				Totals for Bank Account				9	,056.75-	9,056.75-		
				Totals for Batch				9	9,056.75-	9,056.75-		
				User Total				9	,056.75-	9,056.75-		
				Grand Total				9	,056.75-	9,056.75-		

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Document Payment Ty Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pa	yment	Amounts Amount Taken	G/L Distribution	LT PC PI Subledger /Ty	pe Tax Amount
G/L Bank Account 0001848]	1		Cash	Batch Number	2848984	Type	M	Date 02/12/2	0 User ID	ECUTSINGER	
PN 9205081 T7 507516 00001 001	02/12/20 02/14/20	00001	JUDICIAL RETIREMENT FUND 0210201548534 Cash	36240 JRF FEB 2020 00018481				907.68-	907.68-	D	
			Totals	for Bank Account				907.68-	907.68-	-	
			Totals	for Batch		_		907.68 -	907.68-	_	
			User T	otal		_		907.68-	907.68-	_	

907.68-

907.68-

Grand Total

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Document Payment Iy Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pa		Amount	aounts	G/L Distribution	LT PC PI Subledger /Type	Tax Amo
G/L Bank Account 00018481	l		Cash	Batch Number	2848981	Туре	M	Date	02/12/20	User ID	ECUTSINGER	_
PN 9205078 IT7 507520 00001 001	02/12/20 02/14/20	00001	RETIREMENT SYSTEMS OF AL 0210201548538	51059 RSA MONTHLY FEB 2020					997.50-		D	
			Cash	00018481						997.50 -	АА	
PN 9205078 F7 507521 00001 001	02/12/20 02/14/20	00001	RETIREMENT SYSTEMS OF AL 0210201548539	51059 RSA MONTHLY FEB 2020				1,	012.66-		ם	
			Cash	00018481						1,012.66-	АА	
N 9205078 D 507662 00001 001	02/12/20 02/14/20	00001	RETIREMENT SYSTEMS OF AL 021220	51059 RSA MONTHLY FEB 2020					.01		מ	
			Cash	00018481						.01	AA	
			Totals	for Bank Account				2,0)10.15-	2,010.15-		
			Totals	for Batch				2,	010.15-	2,010.15-		
			User	Total				2,0	010.15-	2,010.15-		
			Grand	l Total				2,0	010.15-	2,010.15-		

R04413			Baldwin County Commission		2/12/2020			
			Open A/P Summary Report				Page -	1
							As Of	2/12/2020
	Supplier				A	ging		
Number	Name Pho	me Number Co	Balance Open	Current	1 - 0	Over 0		
95783	KENWORTH OF MOBILE - EQUIPMEN251	9574000 00111	1,884,210.00				1,8	84,210.00
	7 Cent Gasoline Tax Fund	00111	1,884,210.00				1,8	84,210.00
	Grand Total(s)	00111	1.884.210.00				1.8	84.210.00

R04413				Baldwin County Commission Open A/P Summary Report				2/12/2020 15:52:13 Page - 1 As Of 2/12/2020
	Supplier						Aging	
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
717	FLEXIBLE BENEFITS	251 9370264	10000	100.00	100.00			
40627	NATIONWIDE RETIREMENT SOL	UTION	00001	125.00	125.00			
180373	BALDWIN CNTY COMMISSION -	DENT	00001	272.00	272.00			
186456	BALDWIN CNTY COMMISSION -	HEAL	00001	5,724.00	5,724.00			
	General Fund		00001	6,221.00	6,221.00			
	Grand Total(s)		00001	6,221.00	6,221.00	<u></u>		

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Baldwin County Commission

Manual Payment Journal

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Ту	. Document Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pa	yment	Am Amount Taken	iounts t	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
G/L	Bank Account 0001848	1		Cash	Batch Number	2848995	Туре	М	Date	2/12/2020	User ID	189171	-
PN	9205083	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					999.40-		D	
PV	507710 00790 001	2/12/2020		42257 999 2072020	2/3-2/7/20								
				Cash	00018481						999.40-	АА	
PN	9205083	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				3,4	055.00-		α	
PV	507710 00790 002	2/12/2020		42257 999 2072020	2/3-2/7/20								
				Cash	00018481						3,055.00-	AA	
PN	9205083	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				:	106.00-		D	
PV	507710 00790 003	2/12/2020		42257 999 2072020	2/3-2/7/20								
				Cash	00018481						106.00-	АА	
PN	9205083	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				4	499,25-		D	
PV	507710 00790 004	2/12/2020		42257 999 2072020	2/3-2/7/20								
				Cash	00018481						499.25-	АА	
PN	9205083	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				236,5	528.02 -		D	
PV	507710 00790 005	2/12/2020		42257 999 2072020	2/3-2/7/20								
				Cash	00018481						236,528.02-	AA	
PN	9205083	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				7,2	221.48-		D	
PV	507710 00790 006	2/12/2020		42257 999 2072020	2/3-2/7/20								
				Cash	00018481						7,221.48-	AA	
PN	9205083	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				8	367.33-		D	
PV	507710 00790 007			42257 999 2072020	2/3-2/7/20								
				Cash	00018481						867.33-	AA	
PN	9205083	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				3,3	48.68 -		D	
PV	507710 00790 008	2/12/2020		42257 999 2072020	2/3-2/7/20								

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Payment P	Date Co. Payment G/L Class Voncher	Name Invoice Number Account Description	Address Number Remark Account Number	Payment Amount	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
		Cash	00018481		3,348.68-	AA	_
			Totals for Bank Account	252,625.16-	252,625.16-		
			Totals for Batch	252,625.16-	252,625.16-		
			User Total	252,625.16-	252,625.16-		
			Grand Total	252,625.16-	252,625.16-	AP-	

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Baldwin County Commission

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2/12/2020 15:02:58

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	. Document Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pa	ment	Ar Arnoun Taken	nouats t	G/L Distribution	LT	PC PI Subledger /Type	Tax Amount
G/L	Bank Account 00018481			Cash	Batch Number	2848994	Туре	М	Date	2/12/2020	User ID	18	9171	a
PN	9205082	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					327.80-			D	
ΡV	507709 00790 001	2/12/2020		42257 998 2072020	2/3-2/7/20									
				Cash	00018481						327,80-	AA		
PN	9205082	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				2	,542.40-			D	
PV	507709 00790 002	2/12/2020		42257 998 2072020	2/3-2/7/20									
				Cash	00018481						2,542.40-	AA		
PN	9205082	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					344.42-			D	
PV	507709 00790 003	2/12/2020		42257 998 2072020	2/3-2/7/20									
				Cash	00018481						344.42-	AA		
PN	9205082	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				98,	,490.58-			D	
PV	507709 00790 004	2/12/2020		42257 998 2072020	2/3-2/7/20									
				Cash	00018481						98,490.58 -	AA		
PN	9205082	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125				27,	435.25-			D	
PV	507709 00790 005	2/12/2020		42257 998 2072020	2/3-2/7/20									
				Cash	00018481						27,435.25-	AA		
PN	9205082	2/12/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					94.13-			D	
PV	507709 00790 006	2/12/2020		42257 998 2072020	2/3-2/7/20									
				Cash	00018481						94.13-	AA		
				Totals for	Bank Account				129,	234,58-	129,234.58-			
	~			Totals for	Batch				129,	234.58-	129,234.58-			
				User Tota	1				129,	234.58 -	129 , 234.58-			

Baldwin County Commission 2/12/2020 15:02:58 R5504311 Page -2 Manual Payment Journal BCC0001 Amounts Co. G/L Class Document Date Name Address Number Payment Payment Invoice Number Payment Amount Remark G/L LT PC PI Subledger /Type Tax Amount Ty Voucher Co. Item Voucher Account Description Account Number Discount Taken Distribution Grand Total 129,234.58-129,234.58-PP

As Of 2/13/2020

								Aging	
Number	Name	Ph	one Number	Co	Balance Open	Current	1 - 0	Over 0	
19021	FAIRHOPE, CITY OF (UTILITIES	S)		00001	6,911.43				6,911.43
19049	FOLEY, CITY OF			00001	57.72				57.72
27007	CENTURYLINK (GULFTEL) **			00001	79.56				79.56
51003	RIVIERA UTILITIES			00001	8,342.38				8,342.38
61111	CENTURYLINK(GULF TELEPHO	ONE CO		00001	1,862.29				1,862.29
63589	AT&T (BELLSOUTH)**			00001	57.40				57.40
152240	VERIZON WIRELESS **			00001	20.06				20.06
191808	FOLEY HOSPITAL CORP (R)			00001	7,621.53				7,621.53
	General Fund			00001	24,952.37				24,952.37
19021	FAIRHOPE, CITY OF (UTILITIES	S)		00104	44.29				44.29
	Legislative Del Off Fund			00104	44.29				44.29
14005	BALDWIN EMC	251	9890118	00109	3,078.00				3,078.00
	Animal Shelter	-		00109	3,078.00				3,078.00
14005	BALDWIN EMC	251	9890118	00111	437.00				437.00
51003	RIVIERA UTILITIES			00111	1,092.13				1,092.13
	7 Cent Gasoline Tax Fund			00111	1,529.13				1,529.13
14005	BALDWIN EMC	251	9890118	00140	175.00				175.00
19003	NORTH BALDWIN UTILITIES			00140	17.68				17.68
	Council on Aging Fund			00140	192.68				192.68
19021	FAIRHOPE, CITY OF (UTILITIES	3)		00143	178.78				178.78
51003	RIVIERA UTILITIES			00143	45.00				 45.00
	Section 18 Fund			00143	223.78	·			223.78
14005	BALDWIN EMC	251	9890118	00144	190.00				190.00
19003	NORTH BALDWIN UTILITIES			00144	106.74				106.74
51003	RIVIERA UTILITIES			00144	49.80				49.80
	Parks Fund			00144	346.54	·			346.54
14005	BALDWIN EMC	251	9890118	00510	4,757.00				4,757.00
	Solid Waste Fund			00510	4,757.00				4,757.00
181970	EQUITY TRUST CO CUSTODIAL	N FBO		00725	9,795.65	9,795.65			
184449	ROCKY TOP PROPERTIES, LLC			00725	19,597.05	19,597.05			
187158	CANOPY INVESTMENT COMPA	NYLLC		00725	939.19	939.19			
189250	FNA 2018-1 LLC			00725	55,861.74	55,861.74			
	Land Redemption Fund			00725	86,193.63	86,193.63			
152240	VERIZON WIRELESS **			00740	940.47				 940.47
	Law Library Fund			00740	940.47				 940.47
	Grand Total(s)			00740	122.257.89	86,193.63			 36,064.26
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Baldwin County Commission Open A/P Summary Report

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 Ty	. Document . Payment Voucher C		Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pa		Amount	iounts	G/L Distribution	LT PC	PI Subledger /Type	Tax Amount
G/L	Bank Account	0001848	:1		Cash	Batch Number	2849004	Туре	м	Date	02/13/20	User ID	ECUT	SINGER	-
PN T7	9205084 504691 00	0001 001	02/13/20 01/10/20	00001	ALABAMA INCOME TAX DIVISION 0107209120836	10365 37585 Payroll Taxes				14,	457,26-		D		
					Cash	00018481						14,457.26-	AA		
PN T7	9205084 504692 00	0103 001	02/13/20 01/10/20	00103	ALABAMA INCOME TAX DIVISION 0107209120837	10365 37585 Payroll Taxes					47.66-		D		
					Cash	00018481						47.66-	AA		
PN T7	9205084 504693 00	0104 001	02/13/20 01/10/20	00104	ALABAMA INCOME TAX DIVISION 0107209120838	10365 37585 Payroll Taxes					119.23-	-	D		
					Cash	00018481						119.23-	AA		
PN T7	9205084 504694 00	0105 001	02/13/20 01/10/20	00105	ALABAMA INCOME TAX DIVISION 0107209120839	10365 37585 Payroll Taxes				1,	286.91 -		D		
					Cash	00018481						1,286.91-	AA		
PN T7	9205084 504696 00	0106 001	02/13/20 01/10/20	00106	ALABAMA INCOME TAX DIVISION 0107209120840	10365 37585 Payroll Taxes				:	274.37-		D		
					Cash	00018481						274.37-	AA		
PN T7	9205084 504697 00	109 001	02/13/20 01/10/20	00109	ALABAMA INCOME TAX DIVISION 0107209120841	10365 37585 Payroll Taxes					476.50 -		D		
					Cash	00018481						476.50-	AA		
PN T7	9205084 504698 00	9111 001	02/13/20 01/10/20	00111	ALABAMA INCOME TAX DIVISION 0107209120842	10365 37585 Payroll Taxes				7,9	939.94-		D		
					Cash	00018481						7,939.94-	AA		
PN T7	9205084 504699 00	120 001	02/13/20 01/10/20	00120	ALABAMA INCOME TAX DIVISION 0107209120843	10365 37585 Payroll Taxes				2,4	489. 89-		D		

Baldwin County Commission

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	Document		Date	Co.	Name	Address Number	Amounts			
Ту	Payment Voucher Co. Iter	I	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
-					Cash	00018481		2,489,89-	AA	<u>.</u>
PN	9205084	02	2/13/20	00140	ALABAMA INCOME TAX DIVISION	10365	422.16-		D	
T7	504700 00140 0	01 0.	1/10/20		0107209120844	37585 Payroll Taxes				
					Cash	00018481		422.16-	AA	
PN	9205084	02	2/13/20	00143	ALABAMA INCOME TAX DIVISION	10365	1,663.63-		D	
T7	504701 00143 0	01 01	1/10/20		0107209120845	37585 Payroll Taxes				
					Cash	00018481		1,663.63-	AA	
PN	9205084	02	2/13/20	00144	ALABAMA INCOME TAX DIVISION	10365	734.66-		D	
T7	504702 00144 0	01 03	1/10/20		0107209120846	37585 Payroll Taxes				
					Cash	00018481		734,66-	AA	
PN	9205084	02	2/13/20	00146	ALABAMA INCOME TAX DIVISION	10365	125.16-		D	
T7	504703 00146 00	01 01	1/10/20		0107209120847	37585 Payroll Taxes				
					Cash	00018481		125.16 -	АА	
PN	9205084	02	2/13/20	00510	ALABAMA INCOME TAX DIVISION	10365	2,801.04-		D	
T 7	504704 00510 00)1 01	1/10/20		0107209120848	37585 Payroll Taxes				
					Cash	00018481		2,801.04-	AA	
PN	9205084	02	2/13/20	00511	ALABAMA INCOME TAX DIVISION	10365	4,622.40-		D	
T7	504705 00511 00	01 01	1/10/20		0107209120849	37585 Payroll Taxes		-		
					Cash	00018481		4,622.40-	AA	
PN	9205084	02	2/13/20	00740	ALABAMA INCOME TAX DIVISION	10365	5.85-		D	
17	504707 00740 00	1 01	/10/20		0107209120850	37585 Payroll Taxes				
					Cash	00018481		5.85-	AA	
PN	9205084	02	/13/20	00001	ALABAMA INCOME TAX DIVISION	10365	1,454.20-		D	
T7	505203 00001 00	1 01	/15/20		0109201505473	37585 Payroll Taxes				

Baldwin County Commission

Manual Payment Journal

	Document	Date	Co.	Name	Address Number	Amounts			
Ту	Payment Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken D	G/L distribution	LT PC PI Subledger /Type	Tax Amount
	· · ·			Cash	00018481		1,454.20-	AA	
PN	9205084	02/13/20	00001	ALABAMA INCOME TAX DIVISION	10365	14,289.98-		D	
T7	506021 00001 001	01/24/20		0122209332037	37585 Payroll Taxes				
				Cash	00018481		14,289.98-	AA	
PN	9205084	02/13/20	00103	ALABAMA INCOME TAX DIVISION	10365	47.66-		D	
T7	506022 00103 001	01/24/20		0122209332038	37585 Payroll Taxes				
				Cash	00018481		47.66-	AA	
PN	9205084	02/13/20	00104	ALABAMA INCOME TAX DIVISION	10365	119.23-		D	
T7	506023 00104 001	01/24/20		0122209332039	37585 Payroll Taxes		•		
				Cash	00018481		119.23-	АА	
PN	9205084	02/13/20	00105	ALABAMA INCOME TAX DIVISION	10365	1,030.39-		D	
T7	506025 00105 001	01/24/20		0122209332040	37585 Payroll Taxes				
				Cash	00018481		1,030.39-	AA	
PN	9205084	02/13/20	00106	ALABAMA INCOME TAX DIVISION	10365	199.29-		D	
T7	506026 00106 001	01/24/20		0122209332041	37585 Payroll Taxes				
				Cash	00018481		199.29-	АА	
PN	9205084	02/13/20	00109	ALABAMA INCOME TAX DIVISION	10365	441.35-		D	
T7	506027 00109 001	01/24/20		0122209332042	37585 Payroll Taxes				
				Cash	00018481		441.35-	АА	
PN	9205084	02/13/20	00111	ALABAMA INCOME TAX DIVISION	10365	8,952.40-		D	
T7	506028 00111 001	01/24/20		0122209332043	37585 Payroll Taxes				
				Cash	00018481		8,952.40 -	AA	
PN	9205084	02/13/20	00120	ALABAMA INCOME TAX DIVISION	10365	2,497.53-		D	
T 7	506029 00120 001	01/24/20		0122209332044	37585 Payroll Taxes				

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02/13/20 10:28:51

Manual Payment Journal

 Ту	Docume Payment Voucher	co. Item	Date Paymer Vouche		Name Invoice Number Account Description	Address Number Remark Account Number	Payment Amounts Discount Taken	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
					Cash	00018481		2,497.53-	AA	-
PN	9205084		02/13/20	00140	ALABAMA INCOME TAX DIVISION	10365	436.88-		D	
T7	506030	00140 00	01/24/20		0122209332045	37585 Payroll Taxes				
					Cash	00018481		436.88-	AA	
PN	9205084		02/13/20	00143	ALABAMA INCOME TAX DIVISION	10365	1,825.79-		D	
T7	506031	00143 00	1 01/24/20		0122209332046	37585 Payroll Taxes				
					Cash	00018481		1,825,79-	AA	
PN	9205084		02/13/20	00144	ALABAMA INCOME TAX DIVISION	10365	808.87-		D	
Τ7	506032	00144 00	1 01/24/20		0122209332047	37585 Payroll Taxes				
					Cash	00018481		808.87-	АА	
PN	9205084		02/13/20	00146	ALABAMA INCOME TAX DIVISION	10365	125.52-		D	
T7	506033	00146 00	1 01/24/20		0122209332048	37585 Payroll Taxes				
					Cash	00018481		125.52-	АА	
PN	9205084		02/13/20	00510	ALABAMA INCOME TAX DIVISION	10365	2,513.44-		D	
Τ7	506034	00510 00	1 01/24/20		0122209332049	37585 Payroll Taxes				
					Cash	00018481		2,513.44-	АА	
PN	9205084		02/13/20	00511	ALABAMA INCOME TAX DIVISION	10365	3,534.16-		D	
T 7	506036	00511 00	1 01/24/20		0122209332050	37585 Payroll Taxes				
					Cash	00018481		3,534.16-	АА	
PN	9205084		02/13/20	00740	ALABAMA INCOME TAX DIVISION	10365	14.83-		D	
T7	506037	00740 00	01/24/20		0122209332051	37585 Payroll Taxes				
					Cash	00018481		14.83-	AA	
					Totals fo	r Bank Account	75,758.18-	75,758.18-		

Baldwin County Commission

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Manual Payment Journal

Document	Date	Co.	Name		Address Number				Am	ounts			
Payment Ty Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description		Remark Account Number				Amount Taken		G/L Distribution	LT PC PI Subledger /I	ype Tax Amount
G/L Bank Account 00033079	9		Cash		Batch Number	2849095	Туре	M	Date	2/20/2020	User ID	RBENSON	• • • •
PN 9205086	2/20/2020	00511	RYNO CONSULTING LLC		182668				7	797.70-		D	
PV 508683 00511 001	2/20/2020		6240		MONTHLY PAY FLOW	FEE							
			Cash		00033079						797.70 -	AA	
				Totals	for Bank Account				7	97.70-	797.70-		
				Totals :	for Batch		_		7	797.70-	797.70-		
				User T	otal				7	797.70 -	797.70-	-	
				Grand	Total				1	797,70-	797.70-	-	

Manual Payment Journal

Document Payment Ty Voucher Co. Item.	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Pa	yment	Amo Amount Taken	ounts	G/L Distribution	LT PC PI Subledger /I	ype Tax Amount
G/L Bank Account 0001848	1		Cash	Batch Number	2849098	Туре	<u>M</u>	Date	2/20/2020	User ID	RBENSON	
PN 9205087 PV 508687 00111 001	2/20/2020 2/20/2020		AL DEPT OF ENVIRONMENTAL M PERMIT;HOYLE BRYARS E	ANAG 10224 P#218117; HOYLE BRYA	ARS E. BRID			1,3	85.00-		a	
			Cash	00018481						1,385.00-	AA	
			Totals	for Bank Account				1,3	85.00-	1,385.00-		
			Totals	for Batch				1,3	85.00-	1,385.00-	-	
			User	Fotal		_		1,3	85.00-	1,385.00-	-	

1,385.00-

1,385.00-

Grand Total

Number

19003

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Name

NORTH BALDWIN UTILITIES

Phone Number

Co

00001

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				Aging	
	Balance Open	Current	1 - 0	Over 0	
1	36,073.16				36,073,16
1	2,584.50				2,584.50
1	947.18				947.18
1	65.55				65,55
1	585,79				585.79
1	23,629.69	23,629.69			
1	3,559.42				3,559.42

27007	CENTURYLINK (GULFTEL) **		00001	2,584.50			2,584.50
51003	RIVIERA UTILITIES		00001	947.18			947.18
54257	FRONTIER COMMUNICATIONS		00001	65.55			65,55
63589	AT&T (BELLSOUTH)**		00001	585,79			585.79
152098	RENAISSANCE MONTGOMERY HOTE 87&	5450311	00001	23,629.69	23,629.69		
155408	HARBOR COMMUNICATIONS LLC	6621532	00001	3,559.42			 3,559.42
	General Fund		00001	67,445.29	23,629.69		43,815.60
27007	CENTURYLINK (GULFTEL) **		00109	42.77			 42,77
	Animal Shelter		00109	42.77			42.77
14005	BALDWIN EMC 251	9890118	00111	88.00			88.00
27007	CENTURYLINK (GULFTEL) **		00111	85.38			 85.38
	7 Cent Gasoline Tax Fund		00111	173.38			173.38
27007	CENTURYLINK (GULFTEL) **		00140	44.93		<u></u>	 44.93
	Council on Aging Fund		00140	44.93			44.93
19003	NORTH BALDWIN UTILITIES		00143	273,71			 273,71
	Section 18 Fund		00143	273,71			273.71
27007	CENTURYLINK (GULFTEL) **		00510	219.31			 219.31
	Solid Waste Fund		00510	219.31			219.31
19003	NORTH BALDWIN UTILITIES		00708	79.68			 79.68
	Community Corrections		00708	79.68			79.68
185810	PIKE, CHRISTOPHER SCOTT		00725	697.89	602.52		95.37
190501	COOK, ANISSA		00725	266.50	266.50		
	Land Redemption Fund		00725	964.39	869.02		95.37
	0		00725	69.243.46	24,498.71	· · · · · · · · · · · · · · · · · · ·	 44,744.75
	Grand Total(s)		00725 =	69.243.46	24,498.71		 . 44,744.75

Baldwin County Commission Open A/P Summary Report

Baldwin County Commission

Manual Payment Journal

	. Document Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number		Рау	nnent	An Amoun Taken	nounts	G/L Distribution	LT PC PI Subledger /Type	Tax Amou
G/L I	Bank Account 00018481	l		Cash	Batch Number	2849101	Туре	M	Date	2/20/2020	User ID	RBENSON	_
PN	9205088	2/20/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				260	,552.96 -		D	
PV	508691 00001 001	2/20/2020		2202020	PAYROLL; 2/21/20								
				Cash	00018481						260,552.96-	AA	
PN	9205088	2/20/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				142	,672.50-		D	
PV	508691 00001 002	2/20/2020		2202020	PAYROLL; 2/21/20								
				Cash	00018481						142,672.50-	АА	
PN	9205088	2/20/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10				11	,111.75 -		D	
PV	508691 00001 003	2/20/2020		2202020	PAYROLL; 2/21/20								
				Cash	00018481						11,111.75-	АА	
'N	9205088	2/20/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				216	,868.78-		D	
PV	508691 00001 004	2/20/2020		2202020	PAYROLL; 2/21/20								
				Cash	00018481						216,868.78-	AA	
PN	9205088	2/20/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10				110,	,587.27 -		D	
PV	508691 00001 005	2/20/2020		2202020	PAYROLL; 2/21/20								
				Cash	00018481						110,587.27-	АА	
PN	9205088	2/20/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10				9,	,336.05-		D	
v	508691 00001 006	2/20/2020		2202020	PAYROLL; 2/21/20								
				Cash	00018481						9,336.05-	AA	
				Totals for	Bank Account				751,	129.31-	751,129.31-		
				Totals for	Batch				751,	,129.31-	751,129.31-		
				User Tota	al				751,	,129.31-	751,129.31-		

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Grand Total

751,129.31-751,129.31-

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Document Payment Ty Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Payment Amounts Discount Taken	G/L Distribution	LT PC PI Subledger /Type	Tax Amount

Baldwin County Commission Open A/P Summary Report

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	Evention								As Of 2/20/202
Number	Supplier <u>Name</u>		one Number	Co	Balance Open	Current	<u> </u>	Aging Over 0	······
717	FLEXIBLE BENEFITS	251	9370264	00001	4,896.73	4,896.73			
40627	NATIONWIDE RETIREMENT SOI	LUTION		00001	3,527.25	3,527.25			
94828	ALABAMA CHILD SUPPORT PAY	MENT		00001	577.85	577.85			
112221	WISE, JODY L CIRCUIT CLERK			00001	50.00	50.00			
180373	BALDWIN CNTY COMMISSION	DENT		00001	4,444.50	4,444.50			
184047	O'BRIEN, DANIEL			00001	368.30	368.30			
186456	BALDWIN CNTY COMMISSION	HEAL		00001	23,617.00	23,617.00			
188062	BALDWIN CNTY COMMISSION	BOOT		00001	40.00	40.00			
	General Fund			00001	37,521.63	37,521.63			
40627	NATIONWIDE RETIREMENT SOI	UTION		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	57.00	57.00			
186456	BALDWIN CNTY COMMISSION -	HEAL		00104	338,00	338,00			
	Legislative Del Off Fund			00104	395,00	395.00	·	- <u> </u>	
717	FLEXIBLE BENEFITS	251	9370264	00105	197.14	197.14			
40627	NATIONWIDE RETIREMENT SOI	UTION		00105	128.00	128.00			
94828	ALABAMA CHILD SUPPORT PAY	MENT		00105	272.77	272.77			
180373	BALDWIN CNTY COMMISSION -	DENT		00105	451.50	451.50			
186456	BALDWIN CNTY COMMISSION -	HEAL		00105	2,544.00	2,544.00			
	Juvenile Detention Fac Fund			00105	3,593.41	3,593.41			
717	FLEXIBLE BENEFITS	251	9370264	00106	79.17	7 9 .17			
180373	BALDWIN CNTY COMMISSION -			00106	99.50	99.50			
184047	O'BRIEN, DANIEL			00106	252.92	252.92			
186456	BALDWIN CNTY COMMISSION -	HEAL.		00106	529.00	529.00			
	Baldwin Co Archives Fund			00106	960.59	960.59			
40627	NATIONWIDE RETIREMENT SOL	UTTON		00109	40.00	40.00			
180373	BALDWIN CNTY COMMISSION -			00109	179.00	179.00			
186456	BALDWIN CNTY COMMISSION -			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 SOL		7570204	00111	4,445.00	4,445.00			
94828	ALABAMA CHILD SUPPORT PAY			00111	896.45	896.45			
112221	WISE, JODY L CIRCUIT CLERK			00111	582.37	582.37			
180373	BALDWIN CNTY COMMISSION -	DENT		00111	2,863.00	2,863.00			
186456	BALDWIN CNTY COMMISSION -			00111	13,834.00	13,834.00			
188062	BALDWIN CNTY COMMISSION - BALDWIN CNTY COMMISSION -			00111	90.00	90.00			
189015	DEPARTMENT OF CHILDREN AN			00111	193.84	193.84			
	7 Cent Gasoline Tax Fund	~		00111	24,817.44	24,817,44			

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Baldwin County Commission Open A/P Summary Report

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As Of 2/20/2020

	0 <i>I</i> :							As OI	21201202
Number	Name	 Phone Number	Co	Balance Open	Current				
			<u> </u>				<u> </u>	<u> </u>	
717	FLEXIBLE BENEFITS 2:		00120	937.68	937.68				
40627	NATIONWIDE RETIREMENT SOLUTION		00120	755,00	755.00				
180373	BALDWIN CNTY COMMISSION - DENT		00120	736,00	736.00				
184047	O'BRIEN, DANIEL		00120	337.84	337.84				
186456	BALDWIN CNTY COMMISSION - HEAL		00120	4,269.00	4,269.00				_
	Reappraisal Fund		00120	7,035.52	7,035.52				
717	FLEXIBLE BENEFITS 25	51 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 25	9370264	00143	606.30	606.30				
40627	NATIONWIDE RETIREMENT SOLUTION	ſ	00143	2,285.00	2,285.00				
180373	BALDWIN CNTY COMMISSION - DENT		00143	670.00	670.00				
186456	BALDWIN CNTY COMMISSION - HEAL		00143	3,530.00	3,530.00				
	Section 18 Fund		00143	7,091.30	7,091.30				
717	FLEXIBLE BENEFITS 25	1 9370264	00144	20.84	20.84				
40627	NATIONWIDE RETIREMENT SOLUTION		00144	135,00	135,00				
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	336,46	336,46				
180373	BALDWIN CNTY COMMISSION - DENT		00144	278.50	278.50				
184047	O'BRIEN, DANIEL		00144	423.69	423,69				
186456	BALDWIN CNTY COMMISSION - HEAL		00144	595.00	595.00				
	Parks Fund		00144	1,789.49	1,789.49	-			
717	FLEXIBLE BENEFITS 25	1 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 25	1 9370264	00510	775.64	775.64				,
40627	NATIONWIDE RETIREMENT SOLUTION		00510	144.50	144.50				
180373	BALDWIN CNTY COMMISSION - DENT		00510	699.00	699.00				
184047	O'BRIEN, DANIEL		00510	140.76	140.76				
186456	BALDWIN CNTY COMMISSION - HEAL		00510	3,357.00	3,357.00				
	Solid Waste Fund		00510	5,116.90	5,116.90				
717	FLEXIBLE BENEFITS 25	1 9370264	00511	833.79	833.79				
40627	NATIONWIDE RETIREMENT SOLUTION		00511	305.00	305.00				
54555	AL STATE DEPT OF REVENUE 20	5 2421220	00511	241.74	241.74				
94828	ALBAMA CHILD SUPPORT PAYMENT	S 272166V	00511	696.00	696.00				
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,249.00	1,249.00				
186456	BALDWIN CNTT COMMISSION - DENT BALDWIN CNTY COMMISSION - HEAL		00511	5,855.00	5,855.00				
130-130	Solid Waste Collection Fund		00511	9,180.53	9,180.53				

R04413				Baldwin County Commission Open A/P Summary Report				2/20/20 Page -	020 11:56:28 3
								As Of	2/20/2020
	Supplier				••••••••••••	ΑΑ	ging		
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
			_						
	Grand Total(s)		00511	101.058.75	101.058.75				

Baldwin County Commission

Manual Payment Journal

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	o. Name	Address Numb er	Amounts			
Payment Payment G/I Ty Voucher Co. Item Voucher	Class Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT PC PI Subledger /Type Tax Ai	mount
G/L Bank Account 00018481	Cash	Batch Number2849108 Ty	/pe <u>M</u> Date <u>2/20/2020</u>	User ID	189171	
PN 9205089 2/20/2020 0 T7 508397 00001 001 2/21/2020	001 C/O RETIREMENT SYSTEMS OF AL 02192013043815	8889 RSA 1 BW AP PR PPE 2/16/20	1,200.00-		σ	
	Cash	00018481		1,200.00-	AA	
PN 9205089 2/20/2020 0 T7 508408 00105 001 2/21/2020	105 C/O RETIREMENT SYSTEMS OF AL 02192013043816	8889 RSA 1 BW AP PR PPE 2/16/20	20.00-		D	
	Cash	00018481		20,00-		
PN 9205089 2/20/2020 0 T7 508419 00111 001 2/21/2020	 C/O RETIREMENT SYSTEMS OF AL 02192013043817 	8889 RSA 1 BW AP PR PPE 2/16/20	52.00-		D	
	Cash	00018481		52.00-	AA	
PN 9205089 2/20/2020 0 T7 508430 00120 001 2/21/2020	120 C/O RETIREMENT SYSTEMS OF AL 02192013043818	8889 RSA 1 BW AP PR PPE 2/16/20	90.00-		D	
	Cash	00018481		90.00-	AA	
PN 9205089 2/20/2020 0 T7 508441 00140 001 2/21/2020	C/O RETIREMENT SYSTEMS OF AL 02192013043819	8889 RSA 1 BW AP PR PPE 2/16/20	235.00-		D	
	Cash	00018481		235.00-	AA	
	43 C/O RETIREMENT SYSTEMS OF AL 02192013043820	8889 RSA 1 BW AP PR PPE 2/16/20	25.00-		D	
	Cash	00018481		25.00-	AA	
PN 9205089 2/20/2020 00 T7 508464 00146 001 2/21/2020	46 C/O RETIREMENT SYSTEMS OF AL 02192013043821	8889 RSA I BW AP PR PPE 2/16/20	25.00-		D	
	Cash	00018481		25.00-	AA	
PN 9205089 2/20/2020 00 T7 508475 00510 001 2/21/2020	10 C/O RETIREMENT SYSTEMS OF AL 02192013043822	8889 RSA 1 BW AP PR PPE 2/16/20	10.00-		D	

Manual Payment Journal

 Ту	Pay	ocumen yment ucher			Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description		Address Number Remark Account Number	Payment Amount	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
							Cash		00018481		10.00-	AA	
PN T7		05089 08486	00511	001	2/20/2020 2/21/2020	00511	C/O RETIREMENT SYSTEMS (02192013043823	OF AL	8889 RSA 1 BW AP PR PPE 2/16/20	50.00-		D	
							Cash		00018481		50.00-	AA	
							T	Fotals fo	r Bank Account	1,707.00-	I,707.00-		
							r	fotals fo	r Batch	1,707.00-	1,707.00-	_	
							τ	User Tot	al	1,707.00-	1,707.00-		
							C	Grand To	ntal	1,707.00-	1,707.00-	pl -	

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Baldwin County Commission

Manual Payment Journal

	. Document Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Pa	yment	t Amoun t Taken	nounts t	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
G/L E	Bank Account 0001848	1		Cash	Batch Number 2849106	Туре	M	Date	2/20/2020	User ID	189171	-
PN	226294	2/20/2020	00146	RETIREMENT SYSTEMS OF AL	51059				421.39-		D	
T7	508343 00146 001	2/21/2020		021920130438100	RSA BW AP PR PPE 2/16/20							
				Cash	00018481					421.39 -	AA	
PN	226294	2/20/2020	00510	RETIREMENT SYSTEMS OF AL	51059			6	,257.00-		D	
T7	508344 00510 001	2/21/2020		021920130438101	RSA BW AP PR PPE 2/16/20							
				Cash	00018481					6,257.00-	АА	
PN	226294	2/20/2020	00510	RETIREMENT SYSTEMS OF AL	51059			2	,673.46-		D	
T7	508345 00510 001	2/21/2020		021920130438102	RSA BW AP PR PPE 2/16/20							
				Cash	00018481					2,673.46-	АА	
PN	226294	2/20/2020	00511	RETIREMENT SYSTEMS OF AL	51059			7	,756.67-		D	
T 7	508346 00511 001	2/21/2020		021920130438103	RSA BW AP PR PPE 2/16/20							
				Cash	00018481					7,756.67-	AA	
PN	226294	2/20/2020	00511	RETIREMENT SYSTEMS OF AL	51059			4	,737.60-		D	
T7	508347 00511 001	2/21/2020		021920130438104	RSA BW AP PR PPE 2/16/20							
				Cash	00018481					4,737.60 -	АА	
PN	226294	2/20/2020	00740	RETIREMENT SYSTEMS OF AL	51059				116.81-		D	
T 7	508348 00740 001	2/21/2020		021920130438105	RSA BW AP PR PPE 2/16/20							
				Cash	00018481					116.81-	AA	
PN	226294	2/20/2020	00001	RETIREMENT SYSTEMS OF AL	51059			37,	,719.64-		D	
T 7	508562 00001 001			02192013043879	RSA BW AP PR PPE 2/16/20							
				Cash	00018481					37,719.64 -	AA	
PN	226294	2/20/2020	00001	RETIREMENT SYSTEMS OF AL	51059			12,	,849.12 -		D	
T 7	508564 00001 001	2/21/2020		02192013043880	RSA BW AP PR PPE 2/16/20							

Baldwin County Commission

Manual Payment Journal

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	Document	Date	Co.	Name	Address Number	Amounts				
Ту	Payment Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC PI Subledger /Type	Tax Amount
				Cash	00018481		12,849.12-	AA		-
PN	226294	2/20/2020	00103	RETIREMENT SYSTEMS OF AL	51059	175.54-			D	
T7	508565 00103 001	2/21/2020		02192013043881	RSA BW AP PR PPE 2/16/20					
				Cash	00018481		175.54-	AA		
PN	226294	2/20/2020	00104	RETIREMENT SYSTEMS OF AL	51059	169,58-			D	
T7	508566 00104 001	2/21/2020		02192013043882	RSA BW AP PR PPE 2/16/20					
				Cash	00018481		169 .5 8-	AA		
PN	226294	2/20/2020	00104	RETIREMENT SYSTEMS OF AL	51059	339.30-			D	
T7	508567 00104 001	2/21/2020		02192013043883	RSA BW AP PR PPE 2/16/20					
				Cash	00018481		339.30-	AA		
PN	226294	2/20/2020	00105	RETIREMENT SYSTEMS OF AL	51059	3,114.61-			D	
Τ7	508568 00105 001	2/21/2020		02192013043884	RSA BW AP PR PPE 2/16/20					
				Cash	00018481		3,114.61-	AA		
PN	226294	2/20/2020	00105	RETIREMENT SYSTEMS OF AL	51059	869.76-			D	
Τ7	508569 00105 001	2/21/2020		02192013043885	RSA BW AP PR PPE 2/16/20					
				Cash	00018481		869.76-	AA		
PN	226294	2/20/2020	00106	RETIREMENT SYSTEMS OF AL	51059	. 481.75-			D	
T 7	508570 00106 001	2/21/2020		02192013043886	RSA BW AP PR PPE 2/16/20					
				Cash	00018481		481.75-	AA		
PN	226294	2/20/2020	00106	RETIREMENT SYSTEMS OF AL	51059	468.20-			D	
T 7	508571 00106 001	2/21/2020		02192013043887	RSA BW AP PR PPE 2/16/20					
				Cash	00018481		468.20-	AA		
PN	226294	2/20/2020	00109	RETIREMENT SYSTEMS OF AL	51059	418.88-			D	
T7	508572 00109 001	2/21/2020		02192013043888	RSA BW AP PR PPE 2/16/20					

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	. Document Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
				Cash	00018481		418.88-	AA	
PN	226294	2/20/2020	00109	RETIREMENT SYSTEMS OF AL	51059	1,363.69-		α	
T 7	508573 00109 001	2/21/2020		02192013043889	RSA BW AP PR PPE 2/16/20				
				Cash	00018481		1,363.69-	AA	
PN	226294	2/20/2020	00111	RETIREMENT SYSTEMS OF AL	51059	20,000.24-		D	
Τ7	508575 00111 001	2/21/2020		02192013043890	RSA BW AP PR PPE 2/16/20				
				Cash	00018481		20,000.24-	АА	
PN	226294	2/20/2020	00111	RETIREMENT SYSTEMS OF AL	51059	11,052.61-		D	
T 7	508576 00111 001	2/21/2020		02192013043891	RSA BW AP PR PPE 2/16/20				
				Cash	00018481		11,052.61-	АА	
PN	226294	2/20/2020	00120	RETIREMENT SYSTEMS OF AL	51059	6,881.86-		D	
Τ7	508577 00120 001	2/21/2020		02192013043892	RSA BW AP PR PPE 2/16/20				
				Cash	00018481		6,881.86-	AA	
PN	226294	2/20/2020	00120	RETIREMENT SYSTEMS OF AL	51059	2,809.66-		D	
T7	508578 00120 001	2/21/2020		02192013043893	RSA BW AP PR PPE 2/16/20				
				Cash	00018481		2,809.66-	AA	
PN	226294	2/20/2020	00140	RETIREMENT SYSTEMS OF AL	51059	1,515.59 -		D	
Τ7	508579 00140 001	2/21/2020		02192013043894	RSA BW AP PR PPE 2/16/20				
				Cash	00018481		1,515.59-	AA	
PN	226294	2/20/2020	00140	RETIREMENT SYSTEMS OF AL	51059	207.22-		D	
Т7	508580 00140 001	2/21/2020		02192013043895	RSA BW AP PR PPE 2/16/20				
				Cash	00018481		207.22-	AA	
PN	226294	2/20/2020	00143	RETIREMENT SYSTEMS OF AL	51059	3,658.27-		D	
T7	508581 00143 001	2/21/2020		02192013043896	RSA BW AP PR PPE 2/16/20				

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	. Document Payment Voucher Co.		Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Payment Amounts Payment Amount Discount Taken	G/L Distribution	LT (PC PI Subledger /Type	Tax Amount
					Cash	00018481		3,658.27-	AA		-
PN	226294		2/20/2020	00143	RETIREMENT SYSTEMS OF AL	51059	2,382.37-			D	
T7	508582 00143	001	2/21/2020		02192013043897	RSA BW AP PR PPE 2/16/20					
					Cash	00018481		2,382.37-	AA		
PN	226294		2/20/2020	00144	RETIREMENT SYSTEMS OF AL	51059	2,017.03-			Ð	
T 7	508583 00144	001	2/21/2020		02192013043898	R\$A BW AP PR PPE 2/16/20					
					Cash	00018481		2,017.03-	AA		
PN	226294		2/20/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,236.70-			D	
T7	508584 00144	001	2/21/2020		02192013043899	RSA BW AP PR PPE 2/16/20					
					Cash	00018481		1,236.70-			
PN PD	226294 508703 00001	001	2/20/2020 2/20/2020	00001	RETIREMENT SYSTEMS OF AL 2202020	51059 RSA BW AP PR PPE 2/16/20	.30			D	
12	200700 00002		1,10,1010			KSABWAFIKTI 2210/20					
					Cash	00018481		.30	AA		
					Totals	for Bank Account	131,694.25-	131,694.25-			
					Totals	for Batch	131,694.25-	131,694.25-			
					User 1	fotal	131,694.25-	131,694.25-	<u>م</u> () ,	
					Grand	Total	131,694.25-	131,694.25-	H.	\smile –	

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Baldwin County Commission

Manual Payment Journal

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G/L Bank Account 00018481 Cash Batch Number 2849093 Type M Date 02/20/20 User ID PN 9205085 02/21/20 00001 IRS-TAX PAYMENT 54188 31,332.44- T7 508349 00001 001 02/21/20 021920130438106 636001408 Payroll Taxes	ECUTSINGER D
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T7 508349 00001 001 02/21/20 021920130438106 636001408 Payroll Taxes	
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Cash 00018481 31,332.44- A	A
PN 9205085 02/21/20 00001 IRS-TAX PAYMENT 54188 57,275.70-	D
T7 508350 00001 001 02/21/20 021920130438107 636001408 Payroll Taxes	
Cash 00018481 57,275.70- A	A
PN 9205085 02/21/20 00103 IRS-TAX PAYMENT 54188 113.69-	D
T7 508351 00103 001 02/21/20 021920130438108 636001408 Payroll Taxes	
Cash 00018481 113.69- A	A
PN 9205085 02/21/20 00103 IRS-TAX PAYMENT 54188 196.74-	D
T7 508352 00103 001 02/21/20 021920130438109 636001408 Payroll Taxes	
Cash 00018481 196.74- A	A
PN 9205085 02/21/20 00104 IRS-TAX PAYMENT 54188 262.85-	D
T7 508354 00104 001 02/21/20 021920130438110 636001408 Payroll Taxes	
Cash 00018481 262.85- A	A
PN 9205085 02/21/20 00104 IRS-TAX PAYMENT 54188 593.66-	D
T7 508355 00104 001 02/21/20 021920130438111 636001408 Payroll Taxes	
Cash 00018481 593.66- A	4
PN 9205085 02/21/20 00105 IRS-TAX PAYMENT 54188 1,847.27-	D
T7 508356 00105 001 02/21/20 021920130438112 636001408 Payroll Taxes	
Cash 00018481 1.847.27- AA	A
PN 9205085 02/21/20 00105 IRS-TAX PAYMENT 54188 4,229.20-	D
T7 508357 00105 001 02/21/20 021920130438113 636001408 Payroll Taxes	

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Baldwin County Commission

Manual Payment Journal

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 Ty	. Document Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Payment Amounts Discount Taken	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
	- 17 1	_		Cash	00018481		4,229.20-	AA	-
PN	9205085	02/21/20	00106	IRS-TAX PAYMENT	54188	189.22-		D	
T7	508358 00106 001	02/21/20		021920130438114	636001408 Payroll Taxes				
				Cash	00018481		189.22-	AA.	
PN	9205085	02/21/20	00106	IRS-TAX PAYMENT	54188	1,076.76-		D	
T7	508359 00106 001	02/21/20		021920130438115	636001408 Payroll Taxes				
				Cash	00018481		I,076.76-	AA	
PN	9205085	02/21/20	00109	IRS-TAX PAYMENT	54188	990.92-		D	
T 7	508360 00109 001	02/21/20		021920130438116	636001408 Payroll Taxes				
				Cash	00018481		990.92-	AA	
PN	9205085	02/21/20	00109	IRS-TAX PAYMENT	54188	2,183.24-		D	
T 7	508361 00109 001	02/21/20		021920130438117	636001408 Payroll Taxes				•
				Cash	00018481		2,183.24-	AA	
PN	9205085	02/21/20	00111	IRS-TAX PAYMENT	54188	17,035.43-		D	
T 7	508362 00111 001	02/21/20		021920130438118	636001408 Payroll Taxes				
				Cash	00018481		17,035.43-	AA	
PN	9205085	02/21/20	00111	IRS-TAX PAYMENT	54188	34,969.52-		D	
17	508363 00111 001	02/21/20		021920130438119	636001408 Payroll Taxes				
				Cash	00018481		34,969.52-	AA	
PN	9205085	02/21/20	00120	IRS-TAX PAYMENT	54188	5,170.44-		D	
T7	508365 00120 001	02/21/20		021920130438120	636001408 Payroll Taxes				
				Cash	00018481		5,170.44-	AA	
PN	9205085	02/21/20	00120	IRS-TAX PAYMENT	54188	10,758.44-		D	
T 7	508366 00120 001	02/21/20		021920130438121	636001408 Payroll Taxes				

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T7 508374 00146 001 02/21/20

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Baldwin County Commission

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	D	D-4-	Co.	News	Address Number	Amounts			
 Ту	Payment Voucher Co. Item	Date Payment Voucher	G/L Class	Name Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT PC PI Subledger /Type	Tax Amount
				Cash	00018481		10,758.44-	AA	
PN	9205085	02/21/20	00140	IRS-TAX PAYMENT	54188	830.55-		D	
T 7	508367 00140 001	02/21/20		021920130438122	636001408 Payroll Taxes				
				Cash	00018481		830.55 -	AA	
PŇ	9205085	02/21/20	00140	IRS-TAX PAYMENT	54188	1,882.14-		D	
Τ7	508368 00140 001	02/21/20		021920130438123	636001408 Payroll Taxes				
				Cash	00018481		1,882.14-	AA	
PN	9205085	02/21/20	00143	IRS-TAX PAYMENT	54188	4,241.86-		D	
Τ7	508369 00143 001	02/21/20		021920130438124	636001408 Payroll Taxes				
					20010101				
				Cash	00018481		4,241.86-		
PN	9205085	02/21/20	00143	IRS-TAX PAYMENT	54188	8,499.30 -		D	
T7	508370 00143 001	02/21/20		021920130438125	636001408 Payroll Taxes				
				Cash	00018481		8,499.30-	AA	
						1,509.99-	•,••••		
PN T7	9205085 508371 00144 001	02/21/20	00144	IRS-TAX PAYMENT 021920130438126	54188 636001408 Payroll Taxes	1,303.33-		D	
17	508571 00144 001	02/21/20			050001400 Taylon Taxes				
				Cash	00018481		1,509.99-	AA	
DN	9205085	02/21/20	00144	IRS-TAX PAYMENT	54188	3,794.34-		D	
PN T7	508372 00144 001		00144	021920130438127	636001408 Payroll Taxes	-,			
				Cash	00018481		3,794.34-	AA	
PN	9205085	02/21/20	00146	IRS-TAX PAYMENT	54188	282.01-		D	
T7	508373 00146 001	02/21/20		021920130438128	636001408 Payroll Taxes				
				Cash	00018481		282.01-	AA	
PN	9205085	02/21/20	00146	IRS-TAX PAYMENT	54188	484.12-		D	

636001408 Payroll Taxes

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Baldwin County Commission

Manual Payment Journal

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	Document Payment Voucher Co. Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC PI Subledger /Type	Tax Amour
				Cash	00018481		484.12-	AA		
PN	9205085	02/21/20	00510	IRS-TAX PAYMENT	54188	5,363.60-			D	
T7	508376 00510 001	02/21/20		021920130438130	636001408 Payroll Taxes					
				Cash	00018481		5,363.60-	AA		
PN	9205085	02/21/20	00510	IRS-TAX PAYMENT	54188	10,038.16-			D	
T7	508377 00510 001	02/21/20		021920130438131	636001408 Payroll Taxes					
				Cash	00018481		10,038.16-	AA		
PN	9205085	02/21/20	00511	IRS-TAX PAYMENT	54188	5,947.59-			D	
T7	508378 00511 001	02/21/20		021920130438132	636001408 Payroll Taxes					
				Cash	00018481		5,947.59-	AA		
PN	9205085	02/21/20	00511	IRS-TAX PAYMENT	54188	14,038.78-			D	
T 7	508379 00511 001	02/21/20		021920130438133	636001408 Payroll Taxes					
				Cash	00018481		14,038.78-	AA		
PN	9205085	02/21/20	00740	IRS-TAX PAYMENT	54188	51.31-			D	
Г7	508380 00740 001	02/21/20		021920130438134	636001408 Payroll Taxes					
				Cash	00018481		51.31-	AA		
PN	9205085	02/21/20	00740	IRS-TAX PAYMENT	54188	158.00-			D	
F7	508381 00740 001	02/21/20		021920130438135	636001408 Payroll Taxes					
				Cash	00018481		158.00-	AA		
					Totals for Bank Account	225,347.27-	225,347.27-			
			·		Totals for Batch	225,347.27-	225,347.27-			
					User Total	225,347.27-	225,347.27-			

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Agenda Action Form

File #: 20-0861, Version: 1

Item #: GA1

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: New From: Wayne Dyess, County Administrator Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Request from Baldwin County Sheriff's Office - Resolution #2020-068 Opposing House Bill 39 and Senate Bill 47 - Issuance of Concealed Carry Permits within the State of Alabama

STAFF RECOMMENDATION

Adopt Resolution #2020-068 opposing House Bill 39 and Senate Bill 47 related to the issuance of concealed carry permits within the State of Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: The Commission received correspondence from Sheriff Mack on February 21, 2020 (attached), requesting for the Commission to adopt a resolution in opposition to House Bill 39 and Senate Bill 47 (attached), which were recently introduced in the Alabama Legislature.

Sheriff Mack attended the February 26, 2020, work session to discuss the matter. At this time, Sheriff Mack is requesting the Commission to consider the adoption of Resolution #2020-068 opposing House Bill 39 and Senate Bill 47 related to the issuance of concealed carry permits within the State of Alabama.

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? $\ensuremath{\mathsf{N/A}}$

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: Time Sensitive - Must be emailed the day of adoption, March 3, 2020

Individual(s) responsible for follow up: Administration - Email executed resolution to:

Cliff McCollum, to be distributed to Baldwin County Legislative Delegation Sheriff Mack, BCSO

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

Additional instructions/notes: N/A

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RESOLUTION #2020-068 OF THE BALDWIN COUNTY COMMISSION

OPPOSING HOUSE BILL 39 AND SENATE BILL 47 INTRODUCED INTO THE 2020 ALABAMA LEGISLATIVE SESSION.

WHEREAS, BALDWIN County, Alabama, has the legal responsibility to assist the Baldwin County Sheriff in his duty to protect the safety and welfare of the citizens of Baldwin County; and

WHEREAS, the Baldwin County Commission recognizes and fully supports the efforts of the Baldwin County Sheriff in protecting public safety in Baldwin County; and

WHEREAS, it is the prerogative of the Baldwin County Sheriff to issue pistol permits to all Baldwin County residents who are duly qualified to possess a pistol; and

WHEREAS, the Baldwin County Commission recognizes the importance of the Baldwin County Sheriff's ability to prevent unqualified persons from possessing a pistol permit; and

WHEREAS, House Bill 39 and Senate Bill 47 introduced into the 2020 Alabama Legislative Session calling for the establishment of a pistol permit database with the Alabama Law Enforcement Agency in Montgomery, Alabama, and offering a lifetime pistol permit to citizens as young as 19 years old would severely weaken the Baldwin County Sheriff's ability to effectively ensure that only qualified persons receive and keep a pistol permit; and

WHEREAS, House Bill 39 and Senate Bill 47 introduced into the 2020 Alabama Legislative Session would cause the Baldwin County Sheriff to lose a substantial amount of operating funds which drastically affects the Sheriff's ability to fund his pursuit of public safety; and

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, we hereby, determine as follows:

- 1) We fully support the Baldwin County Sheriff and his Office.
- 2) We fully support the Baldwin County Sheriff's efforts to keep our citizens safe every day.

3) We denounce any effort, such as the proposed 2020 Alabama Legislative Session Legislation House Bill 39 and Senate Bill 47 as introduced, to weaken the Baldwin County Sheriff's ability to provide for the safety and welfare of all Baldwin County citizens.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 3rd day of March 2020.

Commissioner Billie Jo Underwood, Chairman

ATTEST:

Wayne Dyess, County Administrator

OFFICE OF SHERIFF

BALDWIN COUNTY, ALABAMA SHERIFF HUEY HOSS MACK



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

February 21, 2020

Honorable Billie Jo Underwood Chairwoman Baldwin County Commission 22251 Palmer Street Robertsdale, AL 36527

RE: Resolution Request

Dear Chairwoman Underwood:

I am requesting the Baldwin County Commission consider a resolution opposing two similar pieces of legislation which would dramatically affect the Baldwin County Sheriff's Office and public safety of the citizens of Baldwin County.

Recently introduced in the Alabama Legislature, have been House Bill 39 & Senate Bill 47. These are related bills which address the issuance of concealed carry permits within the State of Alabama. In particular, these bills will dramatically affect and, if not eliminate, the current way Alabama concealed carry permits are issued by all of Alabama sheriffs.

If these pieces of legislation were to pass, they will transfer the power of the County Sheriff to maintain and oversee concealed carry permits, to the Alabama Law Enforcement Agency in Montgomery. Currently, Baldwin County residents can go to four different locations within the county and purchase their concealed carry permit. The average turnaround time for this process is less than 10 minutes per transaction. If the current legislation were to pass, citizens will still come to the Sheriff's Office to turn in an application for a permit. Then my office would issue a temporary permit and, at a point in time to be determined, the permit would be issued to them from ALEA via mail. There would also be a change in the majority of the fee collected for the lifetime permit. These funds will now be transferred to the Alabama Law Enforcement Agency for maintenance of the system.

If the legislation passes, it will also remove any authority the Sheriff has, to revoke a permit based upon a criminal conviction, criminal violation, mental health issue, or any other public safety interest. The Sheriff can only recommend a revocation to Montgomery, and Montgomery will have to make a decision on it through the Alabama Law Enforcement Agency. Another provision of the bill, will be to establish a lifetime pistol permit. Under the proposed legislation, anyone age 19, or above, could purchase a lifetime concealed carry permit. The only check on a lifetime permit holder after issuance is a non-workable system run from MONTGOMERY. If an individual had a criminal charge following the issuance of the permit, the odds are great that the new offense will never be discovered. Under our current system, individuals specifically must come in for renewal so their background check can be conducted and monitored out of a public safety interest.

This legislation, if passed, would again issue a lifetime permit to individuals 19 and above, contrary to federal law, where only an individual 21 and above can purchase a handgun.

The proposed legislation would also place an additional burden upon each County Circuit Clerk and Probate Judge. In this legislation, each of these entities would be required to monitor and submit various items from their office regarding individuals. There are currently over 750,000 concealed carry permits in the State of Alabama, with approximately 350,000 being issued each year. You can see what impact this may have on those local offices in dealing with these numbers and monitor them while submitting the data to the Alabama Law Enforcement Agency.

The final portion of the bill deals with a statewide database to share information among all 67 sheriffs in the state regarding concealed carry permits. This database currently exists among Alabama

Sheriffs and is in the process of being totally completed. If this legislation passes, the Alabama Law Enforcement Agency would have to create a new database and by their own estimated cost would create a burden of approximately \$1.2--\$1.5 million in additional funding to the Alabama Law Enforcement Agency to accomplish this.

As you can see, there are many aspects of this legislation that make it unpalatable once you get into the details. This is simply not a "Concealed Carry Permit Bill". This would dramatically change the system as we understand it now, and transfer the local power of public safety to Montgomery. This is also a money grab in the sense they would be removing local dollars collected by each sheriff. Pistol permit money now remains with the local sheriff, but under the new legislation it would be transferred to Montgomery, decreasing funding at the local level.

For the above stated reasons, I'm asking the Baldwin County Commission to consider a resolution, formally opposing Senate bill 47 and House Bill 39. If you need any further information please not hesitate to contact me.

Huer Hoss Mack Sincerek Sheriff

- 1 HB39
- 2 203415-1
- 3 By Representative Robertson
- 4 RFD: Public Safety and Homeland Security
- 5 First Read: 04-FEB-20
- 6 PFD: 01/23/2020

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1 203415-1:n:01/20/2020:LK/tj LSA2019-2354 2 3 4 5 6 7 8 SYNOPSIS: Under current law, concealed carry permits 9 are issued by the sheriffs of each county. Each 10 sheriff may have different fees, forms, and 11 processes for the issuance of a concealed carry 12 permit. Further, each county may maintain separate 13 databases of individuals authorized to carry a 14 pistol in a vehicle or concealed on or about his or 15 her person within this state. 16 This bill would standardize a process by 17 which concealed carry permits may be issued statewide and would create a state concealed carry 1819 permit information system by which relevant data 20 may be maintained and provided to law enforcement.

21 This bill would also integrate into that 22 state information system existing data relating to 23 concealed carry permits issued by county sheriffs.

This bill would provide that concealed carry permits may be issued for terms of one year or five years or for the lifetime of the permit holder. This bill would authorize the Alabama State Law Enforcement Agency to conduct background checks on persons with concealed carry permits in order to ensure continued compliance with state and federal law.

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6 This bill would also provide that the 7 Alabama State Law Enforcement Agency may revoke a 8 permit after a determination that the permit holder 9 should not possess a permit under the same criteria 10 for the issuance of a permit. This bill would allow 11 sheriffs and other law enforcement officers to 12 request that the Alabama State Law Enforcement 13 Agency revoke a concealed carry permit upon 14 reasonable belief that the permit holder should not 15 possess a permit under the same criteria for the 16 issuance of a permit.

> This bill would allow an individual whose permit has been revoked to appeal that revocation to the district court of his or her county of residence within 30 days of the revocation.

This bill would require municipal, county, probate, and state courts to report to the Alabama State Law Enforcement Agency any disposition which would render that individual ineligible for a concealed carry permit, as well as report to the agency any update to any disposition which was previously forwarded to the Alabama State Law Enforcement Agency, including notice of any appeal, expungement, pardon, commutation, or restoration of civil rights.

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This bill will make several clerical edits to existing sections of the Code of Alabama 1975, to make law relating to concealed carry permits uniform.

Amendment 621 of the Constitution of Alabama . 8 of 1901, now appearing as Section 111.05 of the 9 10 Official Recompilation of the Constitution of 11 Alabama of 1901, as amended, prohibits a general 12 law whose purpose or effect would be to require a 13 new or increased expenditure of local funds from 14 becoming effective with regard to a local 15 governmental entity without enactment by a 2/3 vote unless: it comes within one of a number of 16 17 specified exceptions; it is approved by the 18 affected entity; or the Legislature appropriates 19 funds, or provides a local source of revenue, to 20 the entity for the purpose.

The purpose or effect of this bill would be to require a new or increased expenditure of local funds within the meaning of the amendment. However, the bill does not require approval of a local governmental entity or enactment by a 2/3 vote to become effective because it comes within one of the specified exceptions contained in the amendment.

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2	A BILL
3	TO BE ENTITLED
4	AN ACT
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6	Relating to concealed carry permits; to amend
7	Sections 13A-11-75 and 13A-11-84, Code of Alabama 1975, to
8	provide for a statewide standardized process by which
9	concealed carry permits may be issued and a state concealed
10	carry permit information system by which relevant data can be
11	maintained and provided to law enforcement; to integrate into
12	that state information system existing data relating to
13	concealed carry permits issued by county sheriffs; to provide
14	for a new lifetime concealed carry permit which shall be valid
15	for the lifetime of the permit holder; to provide a method by
16	which the Alabama State Law Enforcement Agency may revoke a
17	concealed carry permit upon a determination that the permit
18	holder should not possess a permit using the same factors for
19	issuance of a permit; to provide a method by which a concealed
20	carry permit holder may appeal a revocation to the district
21	court; to provide for the electronic forwarding of court
22	dispositions by municipal, county, probate, and state courts
23	to the Alabama State Law Enforcement Agency; to repeal Section
24	13A-11-75.1, Code of Alabama 1975; and in connection therewith
25	would have as its purpose or effect the requirement of a new
26	or increased expenditure of local funds within the meaning of
27	Amendment 621 of the Constitution of Alabama of 1901, now

1 2 appearing as Section 111.05 of the Official Recompilation of the Constitution of Alabama of 1901, as amended.

3 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. This act shall be known and may be cited
 as the Alabama Uniform Concealed Carry Permit Act.

6 Section 2. (a) (1) The Alabama State Law Enforcement. 7 Agency shall develop, create, maintain, and administer a state concealed carry permit information system. This system shall 8 9 be linked to the state driver license records system so that 10 endorsements and restrictions are viewable by law enforcement officers and other authorized persons through an individual's 11 12 driver license. The system shall provide a method for 13 municipal, county, probate, and state courts to report case 14 dispositions relating to an individual's eligibility for a 15 concealed carry permit under federal or state law.

16 (2) The Alabama State Law Enforcement Agency may
17 contract with a third party for the development, creation, and
18 maintenance of a state concealed carry permit information
19 system, but the agency shall administer the system.

(b) The Alabama State Law Enforcement Agency shall
create and standardize all applications, forms, and notices
referenced in this act.

(c) The Alabama State Law Enforcement Agency may
provide for application, review, and renewal of a concealed
carry permit through electronic means. The agency may also
accept payment for a permit by a debit or credit card or other
consumer electronic payment method. Any transaction or banking

1 fee charged for the electronic payment method shall be paid by 2 the applicant.

3 (d) The Alabama State Law Enforcement Agency may
4 adopt rules to implement this act. Except as expressly
5 provided in this act, these rules shall not place additional
6 conditions or requirements on the issuance of a concealed
7 carry permit or limits its scope and applicability.

8 (e) This act shall not be construed to limit or 9 place any conditions upon an individual's right to carry a 10 pistol that is not in a motor vehicle and not concealed on or 11 about his or her person.

(f) Any pistol permit issued prior to the effective
date of this act shall remain valid until its expiration date.
Section 3. Section 13A-11-75, Code of Alabama 1975,
is amended to read as follows:

16

"§13A-11-75.

17 "(a)(1)a. The sheriff of a county, upon the 18 application of any person residing in that county, within 30 days from receipt of a complete application and accompanying 19 fee, shall issue or renew a permit for such person to carry a 20 21 pistol in a vehicle or concealed on or about his or her person 22 within this state for one- to five-year increments, as 23 requested by the person seeking the permit, from date of issue, unless the sheriff determines that the person is 24 prohibited from the possession of a pistol or firearm pursuant 25 to state or federal law, or has a reasonable suspicion that 26 27 the person may use a weapon unlawfully or in such other manner

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1	that would endanger the person's self or others. In making
2	such determination, the sheriff may consider whether the
3	applicant:
4	" <u>(a)(1) An Alabama resident who is at least 19 years</u>
5	of age may apply to the sheriff of his or her county of
6	residence for issuance or renewal of a permit to carry a
7	pistol in a vehicle or concealed on or about his or her person
8	within this state, valid for one year, five years, or for the
9	permit holder's lifetime, to be known as a concealed carry
10	permit.
11	" <u>(2) An Alabama resident who is at least 18 years of</u>
12	age and is a service member as defined in Section 35-10-70 or
13	a retired military veteran as defined in Section 13A-11-75.1
14	may apply to the sheriff of his or her county of residence for
15	issuance or renewal of a permit to carry a pistol in a vehicle
16	or concealed on or about his or her person within this state,
17	valid for one year, five years, or for the permit holder's
18	lifetime, to be known as a concealed carry permit.
19	"(b)(1) Upon receipt of an application for a
20	concealed carry permit, the sheriff shall complete a criminal
21	background check through the National Instant Criminal
22	Background Check System (NICS) and review the state concealed
23	carry permit information system. Notwithstanding any other
24	provision of law, if the criminal background check or review
25	returns any results that show that the applicant is prohibited
26	from the possession of a pistol or firearm pursuant to state
27	or federal law, the sheriff shall deny the application.

1	"(2) The sheriff shall also review any other
2	available local, state, and federal criminal history data
3	banks to determine whether possession of a pistol or firearm
4	by an applicant would be a violation of state or federal law.
5	"(3) Upon application by an individual who is not a
6	United States Citizen, the sheriff shall conduct an
7	Immigration Alien Query through U.S. Immigration and Customs
8	Enforcement, or any successor agency, and the application form
9	shall require information relating to the applicant's country
10	of citizenship, place of birth, and any alien or admission
11	number issued by U.S. Immigration and Customs Enforcement, or
12	any successor agency. The sheriff shall review the results of
13	these inquiries before making a determination of whether to
14	issue a permit or renew a permit. An individual who is
15	unlawfully present in this state may not be issued a permit
16	under this section.
17	"(4)a. In making a determination whether to approve
18	or deny the issuance or renewal of a permit, the sheriff shall
19	consider whether the applicant:
20	"1. Was found guilty but mentally ill in a criminal
21	case.
22	"2. Was found not guilty in a criminal case by
23	reason of insanity or mental disease or defect.
24	"3. Was declared incompetent to stand trial in a
25	criminal case.
26	"4. Asserted a defense in a criminal case of not
27	guilty by reason of insanity or mental disease or defect.

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"5. Was found not guilty only by reason of lack of
 mental responsibility under the Uniform Code of Military
 Justice.

4 "6. Required involuntary inpatient treatment in a
5 psychiatric hospital or similar treatment facility.

6 "7. Required involuntary outpatient treatment in a 7 psychiatric hospital or similar treatment facility based on a 8 finding that the <u>person individual</u> is an imminent danger to 9 himself or herself or others.

10 "8. Required involuntary commitment to a psychiatric
11 hospital or similar treatment facility for any reason,
12 including drug use.

13 "9. Is or was the subject of a prosecution or of a 14 commitment or incompetency proceeding that could lead to a 15 prohibition on the receipt or possession of a firearm pursuant 16 to state or federal law.

17 "10. Falsified any portion of the permit18 application.

19 "11. Caused <u>or causes</u> justifiable concern for public20 safety.

21 "b. The sheriff shall take into account how recent 22 any consideration under paragraph a. is in relation to the 23 date of the application. The sheriff shall provide a written 24 statement of the reasons for a denial of a permit and the 25 evidence upon which it is based must be disclosed to the 26 applicant, unless disclosure would interfere with a criminal 27 investigation.

1	"c. Except as otherwise provided by the laws of this
2	state, a permit issued under this subdivision is valid
3	throughout the state.
4	"d. Except as expressly provided in this section, a
5	sheriff may not place conditions or requirements on the
6	issuance of a pistol permit or limit its scope or
7	applicability.
8	"(2)a. The sheriff may revoke a permit issued under
9	subdivision (1) for any reason that could lead to a denial of
10	a permit under that subdivision.
11	"b. The sheriff shall provide a written statement of
12	the reasons for the revocation and the evidence upon which it
13	is based must be disclosed to the applicant, unless disclosure
14	would interfere with a criminal investigation.
15	" (3) A person who is denied a permit under
16	subdivision (1), or a person whose permit is revoked under
17	subdivision (2), within 30 days of notification of the denial
18	or revocation, may appeal the denial or revocation to the
19	district court of the county where the denial or revocation
20	was issued. Upon a review of a denial under this subdivision,
21	the sheriff shall have the burden of proving by clear and
22	convincing evidence that the person is prohibited from
23	possession of a pistol or other firearm pursuant to state or
24	federal law or, based on any of the considerations enumerated
25	in subdivision (a)(1) that the person may use a weapon
26	unlawfully or in such other manner as would endanger the

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person's self or others if granted a permit to carry a 1 2 concealed weapon under this section. 3 "(4) Within 30 days of receipt of the appeal, the district court shall review the appeal and issue a 4 5 determination providing the reasons for the determination. "(5) If the district court issues a determination in 6 7 favor of a person whose permit was denied or revoked, the person shall be issued a permit or the permit must be 8 reinstated no later than the close of business on the fifth 9 10 business day following the district court's transmittal of its order to the appropriate sheriff. 11 12 "(6) Nothing in this section shall be construed to 13 permit a sheriff to disregard any federal law or regulation 14 pertaining to the purchase or possession of a firearm. 15"(b) Each permit shall be written or in an 16 electronic or digital form to be prescribed by the Secretary 17 of State in consultation with the Alabama Sheriff's 18 Association, and shall bear the name, address, description, 19 and signature of the permittee. The original hard copy of the 20 permit shall be issued to the permittee, and a duplicate 21 shall, within seven days, be sent by registered or certified 22 mail to the Secretary of the Alabama State Law Enforcement 23 Agency. The application and a copy shall be preserved for six years by the authority issuing the same. The sheriff may 24 25 charge a fee as provided by local law for the issuance of the 26 permit under subdivision (1) of subsection (a). The amount of 27 the fee for a period of one year up to five years shall be the

1 amount of the fee as prescribed by local law multiplied by the 2 number of years of the permit requested by the applicant. The 3 fee shall be paid into the county treasury unless otherwise 4 provided by local law. Prior to issuance or renewal of a 5 permit, the sheriff shall contact available local, state, and б federal criminal history data banks, including the National 7 Instant Criminal Background-Check System, to determine whether possession of a firearm by an applicant would be a violation 8 9 of state or federal law.

10 "(c) A sheriff may not place a time constraint or
 11 other requirement upon taking possession of a pistol permit by
 12 the applicant after he or she has been notified that his or
 13 her pistol permit has been approved.

14"(d) For the convenience of the applicant, the sheriff may provide for application or renewal of a permit 15 16under subdivision (1) of subsection (a) through electronic 17 means. The sheriff may also accept payment for a permit by debit or credit card or other consumer electronic payment 18 19 method. Any transaction or banking fee charged for the 20 electronic payment method shall be paid by the applicant. 21 "b. In making any determination to approve or deny a 22 permit under this section, a sheriff shall consider any 23 appeals, expungements, pardons, commutations, or restorations of civil rights of the applicant which relate to any factor in 24 25 paragraph a..

1	"c.l. If the sheriff determines that any of the
2	factors in paragraph a. apply to the applicant, the sheriff
3	shall deny the application.
4	"2. If the sheriff cannot determine whether or not a
5	factor listed in paragraph a. applies to the applicant, the
6	sheriff may request additional information from the applicant.
7	"3. Upon the denial by a sheriff of an application
8	for a concealed carry permit, the sheriff shall immediately
9	give a written notice to the applicant detailing the specific
10	reason or reasons for denial and including the date of
11	completion of the background check and the name and signature
12	of the sheriff whose office conducted the background check. If
13	a sheriff denies an application due to a determination that
14	the issuance or renewal of a permit to an individual would
15	cause or causes justifiable concern for public safety, then
16	the sheriff shall clearly articulate the reasoning behind that
17	determination within the written notice. The sheriff shall
18	notify the Alabama State Law Enforcement Agency of the denial
19	in a manner as prescribed by the agency for entry into the
20	state concealed carry permit information system.
21	"d.1. If the sheriff determines that the applicant
22	is not prohibited from the possession of a pistol or firearm
23	under state or federal law and that the applicant should not
24	otherwise be denied a concealed carry permit in light of the
25	factors listed in paragraph a. of subsection (b), the sheriff,
26	upon receipt of the appropriate fee as provided in paragraph
27	e., shall approve the application and document it in the state

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1 concealed carry permit information system. The sheriff shall
2 enter into the system the date of completion of the background
3 check and the name and signature of the sheriff whose office
4 conducted the background check, and shall indicate whether the
5 application was for a one-year, five-year, or lifetime
6 concealed carry permit.

7 "2. Upon the approval of an application for a 8 concealed carry permit, the sheriff shall notify the Alabama 9 State Law Enforcement Agency in a manner as prescribed by the agency, and shall issue the applicant a temporary paper permit 10 to carry a pistol in a vehicle or concealed on or about his or 11 her person within this state, in a form to be prescribed by 12 13 the Alabama State Law Enforcement Agency. This permit shall be 1.4 valid for 30 days following the date of issuance.

15 "<u>3. A sheriff shall approve or deny an application</u>
16 <u>for a concealed carry permit within 30 days from receipt of</u>
17 <u>the application, and shall notify the Alabama State Law</u>
18 <u>Enforcement Agency in a manner prescribed by the agency for</u>
19 <u>entry into the state concealed carry permit information</u>
20 system.

"e.1. Notwithstanding any provision of law to the contrary, the fee for a concealed carry permit for a term of one year or five years shall be the same as currently provided by local law for that county, and the resulting funds shall be distributed as currently provided by local law. If there is no local law setting the fee for a one-year permit, the fee shall be twenty-five dollars (\$25), and the funds shall be

1	distributed to the sheriff. If there is no local law setting
2	the fee for a five-year permit, the fee shall be one hundred
3	twenty five dollars (\$125), and the funds shall be distributed
4	to the sheriff. The sheriff and the Alabama State Law
5	Enforcement Agency shall charge no fee for issuing or renewing
6	a permit to a service member as defined in Section 35-10-70, a
7	retired military veteran as defined in Section 13A-11-75.1, a
8	law enforcement officer as defined by Section 36-30-20, or an
9	honorably retired law enforcement officer eligible for a card
10	under Section 36-21-9.
11	"2. The fee for a lifetime concealed carry permit
12	shall be two hundred dollars (\$200). Notwithstanding the
13	foregoing, the fee for a lifetime concealed carry permit shall
14	be one hundred fifty dollars (\$150) if the applicant is 65
15	years of age or older at the time of application. The sheriff
16	and the Alabama State Law Enforcement Agency shall charge no
17	fee for issuing or renewing a permit to a service member as
18	defined in Section 35-10-70, a retired military veteran as
19	defined in Section 13A-11-75.1, a law enforcement officer as
20	defined by Section 36-30-20, or an honorably retired law
21	enforcement officer eligible for a card under Section 36-21-9.
22	40 percent of these fees shall be distributed to the sheriff
23	of the county of residence of the applicant, to be used for
24	the administration of the concealed carry permit application
25	process and other law enforcement purposes. The remaining 60
26	percent shall be distributed to the Alabama State Law
27	Enforcement Agency, to be used for the administration of the

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1	state concealed carry permit information system and for other
2	law enforcement purposes. Notwithstanding the foregoing,
3	beginning October 1, 2023, the agency may use these funds only
4	for the administration of the state concealed carry permit
5	information system.
6	"(c)(1) The Alabama State Law Enforcement shall
7	ensure that all fees set forth within this section are
8	properly distributed pursuant to this section on a quarterly
9	basis.
10	"(2) The Alabama State Law Enforcement Agency shall
11	annually prepare a report on the number of permits issued and
12	renewed within each county and statewide, and shall include a
13	detailed accounting of fees and their distribution, both
14	statewide and by county.
15	"(d)(1)a. Upon receiving notice from a sheriff of an
16	approved application for a concealed carry permit, the Alabama
17	State Law Enforcement Agency shall immediately enter the
18	information into the state concealed carry permit information
19	system and ensure that a concealed carry permit endorsement is
20	viewable by law enforcement officers and other authorized
21	persons through the individual's driver license.
22	"b. Within 15 days from the date of receipt of
23	notice of approval of a concealed carry permit application,
24	the Alabama State Law Enforcement Agency shall produce and
25	mail to the residence of the individual a secure permit card

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1 <u>holder's lifetime, as indicated within the approved</u>
2 <u>application.</u>

3	"(2) Upon receiving notice of a denial of an
4	application for a concealed carry permit or a court
5	disposition which would prohibit that individual from
6	purchasing or possessing a pistol or firearm under state or
7	federal law or render that individual ineligible for a permit
8	based upon the factors provided in paragraph a. of subsection
9	(b), the Alabama State Law Enforcement Agency shall enter the
10	information into the state concealed carry permit information
11	system and ensure that a "Concealed Carry Prohibited"
12	restriction is viewable by law enforcement officers and other
13	authorized persons through an individual's driver license.
14	"(e)(1) An individual with a valid concealed carry
15	permit who changes permanent address shall report that change
16	of address to the sheriff of the county of new residence
17	within 30 days. Upon receipt of notice of a change of address,
18	the sheriff shall enter that information into the state
19	concealed carry permit information system. Failure by an
20	individual with a valid concealed carry permit to report the
21	change of address as directed by this subdivision shall result
22	in the permit being subject to revocation.
23	"(2) An individual with a valid concealed carry
24	permit who loses the physical concealed carry permit or who
25	has his or her physical concealed carry permit stolen shall
26	report that lost permit to the sheriff of the county of
27	residence within thirty days. Upon receipt of notice of a lost

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1	concealed carry permit, the sheriff shall notify the Alabama
2	State Law Enforcement Agency of the lost permit card in a
3	manner as prescribed by the agency for entry into the state
4	concealed carry permit information system.
5	"(f) The Alabama State Law Enforcement Agency shall
б	conduct a background check on each individual with a valid
7	concealed carry permit, at least once every five years from
8	the date of issuance, to ensure that the individual has not
9	been convicted of any crime which would prohibit that
10	individual from purchasing or possessing a pistol or firearm
11	under state or federal law and that the individual has
12	otherwise remained eligible for a permit based upon the
13	factors provided in paragraph a. of subsection (b).
14	" <u>(q)(1)a. At any point after the issuance of a</u>
15	concealed carry permit, and so long as the concealed carry
16	permit is valid, if the Alabama State Law Enforcement Agency
17	becomes aware that the individual with the concealed carry
18	permit becomes prohibited from possessing a pistol or firearm
19	under state or federal law, or otherwise concludes that the
20	individual should not possess a concealed carry permit based
21	on the factors provided for issuance under paragraph a. of
22	subsection (b), the Alabama State Law Enforcement Agency shall
23	immediately revoke the concealed carry permit through the
24	state concealed carry permit information system and remove the
25	concealed carry endorsement from the state concealed carry
26	permit information system. The agency shall also enter a
27	"Concealed Carry Prohibited" restriction into the state

1	concealed carry permit information system so that it is
2	viewable by law enforcement officers and other authorized
3	persons through the individual's driver license.
4	"b. Immediately upon revocation of a concealed carry
5	permit, the agency shall send notice of that revocation to the
6	sheriff of the county of residence of the individual and the
7	individual whose permit was revoked. The notice delivered to
8	the individual shall be in written form, but an additional
9	copy may also be delivered in an electronic form. The notice
10	shall include all of the following:
11	"1. The name of the individual whose concealed carry
12	permit has been revoked.
13	"2. The specific reason for revocation of the
14	concealed carry permit, including citation to relevant law.
15	"3. The date of conviction or other event on which
16	the revocation is based, if applicable.
17	"4. Information on how the individual may appeal the
18	revocation.
19	"(2) If a sheriff, law enforcement officer, or a
20	court finds probable cause to believe that an individual with
21	a concealed carry permit is prohibited from purchasing or
22	possessing a pistol or firearm under federal law, or otherwise
23	concludes that the individual with a concealed carry permit
24	should not possess a concealed carry permit based on the
25	factors provided for issuance under paragraph a. of subsection
26	(b), that sheriff, law enforcement officer, or court may, in a
27	manner prescribed by the Alabama State Law Enforcement Agency,

1 request that the Alabama State Law Enforcement Agency revoke 2 the concealed carry permit of that individual. A sheriff, law enforcement officer, or court shall furnish relevant evidence 3 4 along with any request for revocation of a concealed carry 5 permit. "(3) Upon receipt of notice from the Alabama State 6 7 Law Enforcement Agency that a concealed carry permit has been 8 revoked, the sheriff of the county of residence of the 9 individual or any other law enforcement officer with a 10 reasonable opportunity shall make reasonable efforts to 11 confiscate the concealed carry permit card. 12 "(h) Any individual who has been denied a permit under subsection (b) or whose permit has been revoked under 13 14 subsections (e) or (g) may appeal the revocation to the 15 district court of the county where the individual resides. 16 During the court's review of the decision, the Alabama State 17 Law Enforcement Agency shall have the burden of proving by 18 clear and convincing evidence that possession of a pistol or 19 firearm by the individual would be in violation of state or 20 federal law or that the individual otherwise should not 21 possess a concealed carry permit based on the factors provided 22 for issuance under paragraph a. of subsection (b). 23 "(1) A court hearing an appeal under this subsection 24 shall issue a written determination within 30 days providing 25 the reasoning for the determination, as well as any facts or 26 evidence upon which the determination was based. The court

1 shall deliver written copies of this determination to both the individual and the Alabama State Law Enforcement Agency. 2 3 "<u>(2) Within three days of receiving a notice of a</u> court determination that the revocation or denial of a 4 concealed carry permit was improper, the Alabama State Law 5 6 Enforcement Agency shall issue or re-issue a concealed carry permit to the individual, and shall ensure that the results of 7 8 the appeal are properly reflected in the state concealed carry 9 permit information system and the NICS system. The sheriff of the county of residence of the individual shall issue a 10 temporary paper permit at that time. 11 "(i) Upon the expiration of any concealed carry 12 permit, the Alabama State Law Enforcement Agency shall remove 13 the individual's concealed carry permit endorsement from the 14 15 state concealed carry permit information system. 16 Notwithstanding the foregoing, the Alabama State Law Enforcement Agency shall maintain records of any applications, 17 permits, revocations, appeals, and other relevant information 18 19 relating to any individual who has applied for a concealed 20 <u>carry permit under this section</u>, as well as any dispositions 21 received from a court relating to an individual's eligibility 22 for a concealed carry permit under this section. 23 "(e) If a person who is not a United States citizen 24 applies for a permit under this section, the sheriff shall conduct an Immigration Alien Query through U.S. Immigration 25 26 and Customs Enforcement, or any successor agency, and the 27 application form shall require information relating to the

1 applicant's country of citizenship, place of birth, and any
2 alien or admission number issued by U.S. Immigration and
3 Customs Enforcement, or any successor agency. The sheriff
4 shall review the results of these inquiries before making a
5 determination of whether to issue a permit or renewal permit.
6 A person who is unlawfully present in this state may not be
7 issued a permit under this section.

"(f) (j) The name, address, signature, photograph, 8 9 and any other personally identifying information collected 10 from an applicant or permittee under this section shall be kept confidential, shall be exempt from disclosure under 11 12 Section 36-12-40, and may only be used for law enforcement purposes except when a current permittee is charged in any 13 14state with a felony involving the use of a pistol. All other 15information on permits under this section, including 16 information concerning the annual number of applicants, number 17 of permits issued, number of permits denied or revoked, revenue from issuance of permits, and any other fiscal or 18 19statistical data otherwise, shall remain public writings 20 subject to public disclosure. Except as provided above, the 21 sheriff of a county and the Alabama State Law Enforcement 22 Agency shall redact the name, address, signature, photograph, 23 and any other personally identifying information of a permit 24 holder before releasing a copy of a permit for a non-law 25 enforcement purpose. The sheriff or the agency may charge one 26 dollar (\$1) per copy of any redacted permit record requested 27 other than when requested for law enforcement purposes. To

1 knowingly publish or release to the public in any form any 2 information or records related to the licensing process, or 3 the current validity of any permit, except as authorized in 4 this subsection or in response to a court order or subpoena, 5 is a Class A misdemeanor.

6 "(g) (k) A concealed pistol carry permit issued 7 under this section shall be valid for the carrying of a pistol 8 in a motor vehicle or concealed on the permittee's person 9 throughout the state, unless prohibited by this section.

10 "(h) (<u>i</u>) This section shall not be construed to 11 limit or place any conditions upon an individual's right to 12 carry a pistol that is not in a motor vehicle or not 13 concealed.

14 "(i)(m)(1) If an individual issued a pistol
15 <u>concealed carry</u> permit in this state establishes residence in
16 another state, the pistol permit shall expire upon the
17 establishment of residence in the other state.

1.8 "(2) Notwithstanding subdivision (1), if a service 19 member as defined by Section 35-10-70 possesses a lifetime concealed carry permit and establishes residence in another 20 21 state, the concealed carry permit shall expire upon the 22 establishment of residence in the other state. Notwithstanding 23 the foregoing, if the service member's establishment of 24 residence in the other state was a result of relocation related to the military service of that service member, and 25 that service member thereafter re-establishes residence in 26 27 Alabama, the Alabama State Law Enforcement Agency, upon

request of the service member, shall reinstate the lifetime 1 2 concealed carry permit of that service member and shall ensure that the reinstatement is properly reflected within the state 3 concealed carry permit information system. 4 5 "(n) If an individual with a valid concealed carry permit changes permanent address, loses his or her concealed 6 7 carry permit, has his or her concealed carry permit stolen, or desires to replace a damaged concealed carry permit, and 8 requests a new physical permit prior to the expiration date of 9 the concealed carry permit, upon receipt of request and a fee 10 not to exceed twenty five dollars (\$25), the sheriff of the 11 county of residence shall notify the Alabama State Law 12 Enforcement Agency in a manner prescribed by the agency, and 13 14 shall issue a temporary paper permit valid for a term of 30 15 days. The Alabama State Law Enforcement Agency shall produce a 16 secure permit card and mail it to the individual within 15 17 days of notice. 18 "(o) Nothing in this section shall be construed to permit a sheriff, the Alabama State Law Enforcement Agency, or 19 a court to disregard any federal law or regulation pertaining 20 21 to the purchase or possession of a pistol or firearm." 22 Section 4. Section 13A-11-84, Code of Alabama 1975. 23 is amended to read as follows: "\$13A-11-84. 24 25 "(a) Every violation of subsection (a) of Section 26 13A-11-72 or Section 13A-11-81 shall be a Class C felony. 27 Every violation of subsection (b) of Section 13A-11-72 or

1 Sections 13A-11-73, 13A-11-74, 13A-11-76, and 13A-11-77 2 through 13A-11-80 shall be a Class A misdemeanor. The 3 punishment for violating Section 13A-11-78 or 13A-11-79 may 4 include revocation of license. Notwithstanding any other 5 provision of law, it is a defense to any prosecution for a 6 violation of Section 13A-11-73 that the individual was in 7 physical possession of a driver's license that links to a 8 valid concealed carry endorsement in the state concealed carry 9 permit information system.

10 "(b) It shall be the duty of any sheriff, policeman, 11or other peace officer of the State of Alabama, arresting any 12 person charged with violating Sections 13A-11-71 through 13 13A-11-73, or any one or more of those sections, to seize the 14 pistol or pistols in the possession or under the control of 15 the person or persons charged with violating the section or 16 sections, and to deliver the pistol or pistols to one of the 17 following named persons: if a municipal officer makes the 18 arrest, to the city clerk or custodian of stolen property of 19 the municipality employing the arresting officer; if a county, state, or other peace officer makes the arrest, to the sheriff 20 of the county in which the arrest is made. The person 21 22 receiving the pistol or pistols from the arresting officer 23 shall keep it the pistol or pistols in a safe place in as good condition as received until disposed of as hereinafter 24 25 provided. Within five days after the final conviction of any 26 person arrested for violating any of the above-numbered 27 sections, the person receiving possession of the pistol or

pistols, seized as provided in this section, shall report the 1 2 seizure and detention of the pistol or pistols to the district 3 attorney within the county where the pistol or pistols are seized, giving a full description thereof, the number, make 4 5 and model thereof, the name of the person in whose possession it was found when seized, the person making claim to same or 6 7 any interest therein, if the name can be ascertained or is 8 known, and the date of the seizure. Upon receipt of the report 9 from the person receiving possession of the pistol or pistols. 10 it shall be the duty of the district attorney within the 11 county wherein the pistol or pistols were seized to forthwith 12 promptly file a complaint in the circuit court of the proper 13 county, praying that the seized pistol or pistols be declared 14 contraband, be forfeited to the state and be destroyed. Any 15 person, firm or corporation or association of persons in whose 16 possession the pistol or pistols may be seized or who claim to 17 own the same or any interest therein shall be made a party 18 defendant to the complaint, and thereupon the matter shall 19 proceed and be determined in the circuit court of the proper 20 county in the same form and manner, as near as may be, as in 21 the forfeiture and destruction of gaming devices, except as 22 otherwise provided. When any judgment of condemnation and 23 forfeiture is made in any case filed under this section, the judge making the judgment shall direct the destruction of the 24 25 pistol or pistols by the person receiving possession of the pistol or pistols from the arresting officer in the presence 26 27 of the clerk or register of the court, unless the judge is of

1 the opinion that the nondestruction thereof is necessary or proper in the ends of justice, in which event and upon 2 recommendation of the district attorney, the judge shall award 3 4 the pistol or pistols to the sheriff of the county or to the 5 chief of police of the municipality to be used exclusively by the sheriff or the chief of police in the enforcement of law, 6 and the sheriff of the county and the chiefs of police of the 7 municipalities shall keep a permanent record of all pistols 8 9 awarded to them as provided for in this section, to be 10 accounted for as other public property, and the order, in the event that no appeal is taken within 15 days from the 11 12 rendition thereof, shall be carried out and executed before 13 the expiration of 20 days from the date of the judgment. The 14 court may direct in the judgment that the costs of the proceedings be paid by the person in whose possession the 15 16 pistol or pistols were found when seized, or by any party or 17 parties who claim to own the pistol or pistols, or any interest therein, and who contested the condemnation and 18 19 forfeiture thereof."

20 Section 5. (a) Within 30 days or less of 21 disposition, all municipal, county, and state courts shall, 22 electronically or in a method determined by ALEA, report to the Alabama State Law Enforcement Agency for entry into the 23 24 state concealed carry permit information system all 25 dispositions for cases involving a misdemeanor charge of 26 domestic violence as defined in Section 13A-11-72, Code of 27 Alabama 1975.

(b) All municipal courts shall also report to the
 Alabama State Law Enforcement Agency for inclusion into the
 state concealed carry permit information system all other
 criminal dispositions which would result in an individual
 being denied a permit under Section 13A-11-75, Code of Alabama
 1975.

7 (c) When the judge of probate of any county enters 8 an order for the involuntary commitment of an individual pursuant to Chapter 52 of Title 22, Code of Alabama 1975, or 9 10 as otherwise provided by law, the judge shall immediately 11 report that order to the Alabama State Law Enforcement Agency 12 in a manner prescribed by the agency. The Alabama State Law 13 Enforcement Agency shall promptly enter the order into the 14 state concealed carry permit information system and the 15 National Instant Criminal Background Check (NICS) system. A judge of probate shall report to the Alabama State Law 16 17 Enforcement Agency updates to any disposition which was 18 previously forwarded to the Alabama State Law Enforcement Agency, including notice of any appeal, expungement, pardon, 19 20 commutation, or restoration of civil rights.

(d) Within 30 days or less of disposition, each
municipal, county, and state court shall forward to the
Alabama State Law Enforcement Agency in a manner prescribed by
the agency the disposition of any case which would result in
an individual being denied a permit under Section 13A-11-75,
Code of Alabama 1975. A court shall report to the Alabama
State Law Enforcement Agency updates to any disposition which

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was previously forwarded to the Alabama State Law Enforcement
 Agency, including notice of any appeal, expungement, pardon,
 commutation, or restoration of civil rights.

4 (e) A court reporting an order or disposition to the
5 Alabama State Law Enforcement Agency pursuant to this section,
6 upon reporting, may collect fifty dollars (\$50) in additional
7 court costs, to be paid by the individual. Court costs
8 collected under this subsection shall be distributed as
9 follows:

(1) Ninety percent to the sheriff of the county in
which the court is located, to be used for the administration
of the concealed carry permit application process and other
law enforcement purposes.

14 (2) Ten percent to the reporting court.
15 Section 6. Section 13A-11-75.1, Code of Alabama
16 1975, relating to pistol permits for retired military
17 personnel, is repealed.

Section 7. Although this bill would have as its 18 19 purpose or effect the requirement of a new or increased 20 expenditure of local funds, the bill is excluded from further 21 requirements and application under Amendment 621, now-22 appearing as Section 111.05 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, because the 23 bill defines a new crime or amends the definition of an 24 25 existing crime.

Section 8. This act shall become effective on
 January 1, 2022, following its passage and approval by the
 Governor, or its otherwise becoming law.

- 1 SB47
- 2 203415-1
- 3 By Senator Price
- 4 RFD: Judiciary
- 5 First Read: 04-FEB-20
- 6 PFD: 01/22/2020

1 203415-1:n:01/20/2020:LK/tj LSA2019-2354 2 3 4 5 6 7 8 SYNOPSIS: Under current law, concealed carry permits 9 are issued by the sheriffs of each county. Each 10 sheriff may have different fees, forms, and 11 processes for the issuance of a concealed carry 12 permit. Further, each county may maintain separate databases of individuals authorized to carry a 13 14 pistol in a vehicle or concealed on or about his or 15 her person within this state. 16 This bill would standardize a process by 17 which concealed carry permits may be issued 18 statewide and would create a state concealed carry 19 permit information system by which relevant data 20 may be maintained and provided to law enforcement. 21 This bill would also integrate into that 22 state information system existing data relating to concealed carry permits issued by county sheriffs. 23 This bill would provide that concealed carry 24 25 permits may be issued for terms of one year or five 26 years or for the lifetime of the permit holder.

This bill would authorize the Alabama State Law Enforcement Agency to conduct background checks on persons with concealed carry permits in order to ensure continued compliance with state and federal law.

6 This bill would also provide that the 7 Alabama State Law Enforcement Agency may revoke a 8 permit after a determination that the permit holder 9 should not possess a permit under the same criteria 10 for the issuance of a permit. This bill would allow 11 sheriffs and other law enforcement officers to 12 request that the Alabama State Law Enforcement 13 Agency revoke a concealed carry permit upon 14 reasonable belief that the permit holder should not 15 possess a permit under the same criteria for the 16 issuance of a permit.

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This bill would allow an individual whose permit has been revoked to appeal that revocation to the district court of his or her county of residence within 30 days of the revocation.

This bill would require municipal, county, probate, and state courts to report to the Alabama State Law Enforcement Agency any disposition which would render that individual ineligible for a concealed carry permit, as well as report to the agency any update to any disposition which was previously forwarded to the Alabama State Law Enforcement Agency, including notice of any appeal, expungement, pardon, commutation, or restoration of civil rights.

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This bill will make several clerical edits to existing sections of the Code of Alabama 1975, to make law relating to concealed carry permits uniform.

8 Amendment 621 of the Constitution of Alabama 9 of 1901, now appearing as Section 111.05 of the 10 Official Recompilation of the Constitution of Alabama of 1901, as amended, prohibits a general 11 12 law whose purpose or effect would be to require a 13 new or increased expenditure of local funds from 14 becoming effective with regard to a local 15 governmental entity without enactment by a 2/3 vote 16 unless: it comes within one of a number of 17 specified exceptions; it is approved by the affected entity; or the Legislature appropriates 18 funds, or provides a local source of revenue, to 19 20 the entity for the purpose.

The purpose or effect of this bill would be to require a new or increased expenditure of local funds within the meaning of the amendment. However, the bill does not require approval of a local governmental entity or enactment by a 2/3 vote to become effective because it comes within one of the specified exceptions contained in the amendment.

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2	A BILL
3	TO BE ENTITLED
4	AN ACT
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6	Relating to concealed carry permits; to amend
7	Sections 13A-11-75 and 13A-11-84, Code of Alabama 1975, to
8	provide for a statewide standardized process by which
9	concealed carry permits may be issued and a state concealed
10	carry permit information system by which relevant data can be
11	maintained and provided to law enforcement; to integrate into
12	that state information system existing data relating to
13	concealed carry permits issued by county sheriffs; to provide
14	for a new lifetime concealed carry permit which shall be valid
15	for the lifetime of the permit holder; to provide a method by
16	which the Alabama State Law Enforcement Agency may revoke a
17	concealed carry permit upon a determination that the permit
18	holder should not possess a permit using the same factors for
19	issuance of a permit; to provide a method by which a concealed
20	carry permit holder may appeal a revocation to the district
21	court; to provide for the electronic forwarding of court
22	dispositions by municipal, county, probate, and state courts
23	to the Alabama State Law Enforcement Agency; to repeal Section
24	13A-11-75.1, Code of Alabama 1975; and in connection therewith
25	would have as its purpose or effect the requirement of a new
26	or increased expenditure of local funds within the meaning of
27	Amendment 621 of the Constitution of Alabama of 1901, now

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appearing as Section 111.05 of the Official Recompilation of the Constitution of Alabama of 1901, as amended.

3 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. This act shall be known and may be cited
 as the Alabama Uniform Concealed Carry Permit Act.

Section 2. (a)(1) The Alabama State Law Enforcement 6 7 Agency shall develop, create, maintain, and administer a state concealed carry permit information system. This system shall 8 be linked to the state driver license records system so that 9 10 endorsements and restrictions are viewable by law enforcement 11 officers and other authorized persons through an individual's driver license. The system shall provide a method for 12 municipal, county, probate, and state courts to report case 13 14 dispositions relating to an individual's eligibility for a 15 concealed carry permit under federal or state law.

16 (2) The Alabama State Law Enforcement Agency may
17 contract with a third party for the development, creation, and
18 maintenance of a state concealed carry permit information
19 system, but the agency shall administer the system.

(b) The Alabama State Law Enforcement Agency shall
create and standardize all applications, forms, and notices
referenced in this act.

(c) The Alabama State Law Enforcement Agency may
provide for application, review, and renewal of a concealed
carry permit through electronic means. The agency may also
accept payment for a permit by a debit or credit card or other
consumer electronic payment method. Any transaction or banking

1 fee charged for the electronic payment method shall be paid by 2 the applicant.

3 (d) The Alabama State Law Enforcement Agency may
4 adopt rules to implement this act. Except as expressly
5 provided in this act, these rules shall not place additional
6 conditions or requirements on the issuance of a concealed
7 carry permit or limits its scope and applicability.

8 (e) This act shall not be construed to limit or 9 place any conditions upon an individual's right to carry a 10 pistol that is not in a motor vehicle and not concealed on or 11 about his or her person.

12 (f) Any pistol permit issued prior to the effective 13 date of this act shall remain valid until its expiration date. 14 Section 3. Section 13A-11-75, Code of Alabama 1975, 15 is amended to read as follows:

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"§13A-11-75.

17 "(a)(1)a. The sheriff of a county, upon the 18 application of any person residing in that county, within 30 19 days from receipt of a complete application and accompanying 20 fee, shall issue or renew a permit for such person to carry a 21 pistol in a vehicle or concealed on or about his or her person 22 within this state for one- to five-year-increments, as 23 requested by the person seeking the permit, from date of 24 issue, unless the sheriff determines that the person is 25 prohibited from the possession of a pistol or firearm pursuant to state or federal law, or has a reasonable suspicion that 26 27 the person may use a weapon unlawfully or in such other manner

1	that would endanger the person's self or others. In making
2	such determination, the sheriff may consider whether the
3	applicant:
4	" <u>(a)(1) An Alabama resident who is at least 19 years</u>
5	of age may apply to the sheriff of his or her county of
6	residence for issuance or renewal of a permit to carry a
7	pistol in a vehicle or concealed on or about his or her person
8	within this state, valid for one year, five years, or for the
9	permit holder's lifetime, to be known as a concealed carry
10	permit.
1 1	" <u>(2) An Alabama resident who is at least 18 years of</u>
12	age and is a service member as defined in Section 35-10-70 or
13	a retired military veteran as defined in Section 13A-11-75.1
14	may apply to the sheriff of his or her county of residence for
15	issuance or renewal of a permit to carry a pistol in a vehicle
16	or concealed on or about his or her person within this state,
17	valid for one year, five years, or for the permit holder's
18	lifetime, to be known as a concealed carry permit.
19	"(b)(1) Upon receipt of an application for a
20	concealed carry permit, the sheriff shall complete a criminal
21	background check through the National Instant Criminal
22	Background Check System (NICS) and review the state concealed
23	carry permit information system. Notwithstanding any other
24	provision of law, if the criminal background check or review
25	returns any results that show that the applicant is prohibited
26	from the possession of a pistol or firearm pursuant to state
27	or federal law, the sheriff shall deny the application.

"(2) The sheriff shall also review any other
available local, state, and federal criminal history data
banks to determine whether possession of a pistol or firearm
by an applicant would be a violation of state or federal law.
"(3) Upon application by an individual who is not a
United States Citizen, the sheriff shall conduct an
Immigration Alien Query through U.S. Immigration and Customs
Enforcement, or any successor agency, and the application form
shall require information relating to the applicant's country
of citizenship, place of birth, and any alien or admission
number issued by U.S. Immigration and Customs Enforcement, or
any successor agency. The sheriff shall review the results of
these inquiries before making a determination of whether to
<u>issue a permit or renew a permit. An individual who is</u>
unlawfully present in this state may not be issued a permit
under this section.
"(4)a. In making a determination whether to approve
or deny the issuance or renewal of a permit, the sheriff shall
consider whether the applicant:
"1. Was found guilty but mentally ill in a criminal
case.
"2. Was found not guilty in a criminal case by
reason of insanity or mental disease or defect.
"3. Was declared incompetent to stand trial in a
criminal case.
"4. Asserted a defense in a criminal case of not
guilty by reason of insanity or mental disease or defect.

"5. Was found not guilty only by reason of lack of
 mental responsibility under the Uniform Code of Military
 Justice.

4 "6. Required involuntary inpatient treatment in a
5 psychiatric hospital or similar treatment facility.

6 "7. Required involuntary outpatient treatment in a 7 psychiatric hospital or similar treatment facility based on a 8 finding that the <u>person individual</u> is an imminent danger to 9 himself or herself or others.

10 "8. Required involuntary commitment to a psychiatric
11 hospital or similar treatment facility for any reason,
12 including drug use.

13 "9. Is or was the subject of a prosecution or of a 14 commitment or incompetency proceeding that could lead to a 15 prohibition on the receipt or possession of a firearm pursuant 16 to state or federal law.

17 "10. Falsified any portion of the permit18 application.

19 "11. Caused <u>or causes</u> justifiable concern for public20 safety.

21 "b. The sheriff shall take into account how recent 22 any consideration under paragraph a. is in relation to the 23 date of the application. The sheriff shall provide a written 24 statement of the reasons for a denial of a permit and the 25 evidence upon which it is based must be disclosed to the 26 applicant, unless disclosure would interfere with a criminal 27 investigation.

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1	"c. Except as otherwise provided by the laws of this
2	state, a permit issued under this subdivision is valid
3	throughout the state.
4	"d. Except as expressly provided in this section, a
5	sheriff may not place conditions or requirements on the
6	issuance of a pistol permit or limit its scope or
7	applicability.
8	" (2)a. The sheriff may revoke a permit issued under
9	subdivision (1) for any reason that could lead to a denial of
10	a permit under that subdivision.
11	"b. The sheriff shall provide a written statement of
12	the reasons for the revocation and the evidence upon which it
13	is based must be disclosed to the applicant, unless disclosure
14	would interfere with a criminal investigation.
15	" (3) A person who is denied a permit under
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	subdivision (1), or a person whose permit is revoked-under
17	subdivision (1), or a person whose permit is revoked under subdivision (2), within 30 days of notification of the denial
17 18	
	subdivision (2), within 30 days of notification of the denial
18	subdivision (2), within 30 days of notification of the denial or revocation, may appeal the denial or revocation to the
18 19	subdivision (2), within 30 days of notification of the denial or revocation, may appeal the denial or revocation to the district court of the county where the denial or revocation
18 19 20	subdivision (2), within 30 days of notification of the denial or revocation, may appeal the denial or revocation to the district court of the county where the denial or revocation was issued. Upon a review of a denial under this subdivision,
18 19 20 21	subdivision (2), within 30 days of notification of the denial or revocation, may appeal the denial or revocation to the district court of the county where the denial or revocation was issued. Upon a review of a denial under this subdivision, the sheriff shall have the burden of proving by clear and
18 19 20 21 22	subdivision (2), within 30 days of notification of the denial or revocation, may appeal the denial or revocation to the district court of the county where the denial or revocation was issued. Upon a review of a denial under this subdivision, the sheriff shall have the burden of proving by clear and convincing evidence that the person is prohibited from
18 19 20 21 22 23	subdivision (2), within 30 days of notification of the denial or revocation, may appeal the denial or revocation to the district court of the county where the denial or revocation was issued. Upon a review of a denial under this subdivision, the sheriff shall have the burden of proving by clear and convincing evidence that the person is prohibited from possession of a pistol or other firearm pursuant to state or

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1 person's self or others if granted a permit to carry a concealed weapon under this section. 2 3 "(4) Within 30 days of receipt of the appeal, the 4 district court shall review the appeal and issue a 5 determination providing the reasons for the determination. "(5) If the district court issues a determination in 6 favor of a person whose permit was denied or revoked, the 7 person shall be issued a permit or the permit must be 8 9 reinstated no later than the close of business on the fifth business day following the district court's transmittal of its 10 11 order to the appropriate sheriff. 12 "(6) Nothing in this section shall be construed to 13 permit a sheriff to disregard any federal law or regulation 14 pertaining to the purchase or possession of a firearm. 15 "(b) Each permit shall be written or in an 16 electronic or digital form to be prescribed by the Secretary of State in consultation with the Alabama Sheriff's 17 18 Association, and shall bear the name, address; description, and signature of the permittee. The original hard copy of the 19 permit shall be issued to the permittee, and a duplicate 20 21 shall, within seven days, be sent by registered or certified 22 mail to the Secretary of the Alabama State Law Enforcement Agency. The application and a copy shall be preserved for six 23 24 years by the authority issuing the same. The sheriff may 25 charge a fee as provided by local law for the issuance of the 26 permit under subdivision (1) of subsection (a). The amount of the fee for a period of one year up to five years shall be the 27

1 amount of the fee as prescribed by local law multiplied by the 2 number of years of the permit requested by the applicant. The 3 fee shall be paid into the county treasury unless otherwise 4 provided by local law. Prior to issuance or renewal of a 5 permit, the sheriff shall contact available local, state, and 6 federal criminal history data banks, including the National 7 Instant Criminal Background Check System, to determine whether possession of a firearm by an applicant would be a violation 8 9 of state or federal law.

10 "(c) A sheriff may not place a time constraint or
 11 other requirement upon taking possession of a pistol permit by
 12 the applicant after he or she has been notified that his or
 13 her pistol permit has been approved.

14 "(d) For the convenience of the applicant, the 15 sheriff may provide for application or renewal of a permit under subdivision (1) of subsection (a) through electronic 16 17 means. The sheriff may also accept payment for a permit by debit or credit card or other consumer electronic payment 18 19 method. Any transaction or banking fee charged for the 20 electronic payment method shall be paid by the applicant. 21 "b. In making any determination to approve or deny a permit under this section, a sheriff shall consider any 22 23 appeals, expungements, pardons, commutations, or restorations 24 of civil rights of the applicant which relate to any factor in 25 paragraph a..

1	"c.1. If the sheriff determines that any of the
2	factors in paragraph a. apply to the applicant, the sheriff
3	shall deny the application.
4	"2. If the sheriff cannot determine whether or not a
5	factor listed in paragraph a. applies to the applicant, the
6	sheriff may request additional information from the applicant.
7	"3. Upon the denial by a sheriff of an application
8	for a concealed carry permit, the sheriff shall immediately
9	give a written notice to the applicant detailing the specific
10	reason or reasons for denial and including the date of
1 1	completion of the background check and the name and signature
12	of the sheriff whose office conducted the background check. If
13	a sheriff denies an application due to a determination that
14	the issuance or renewal of a permit to an individual would
15	cause or causes justifiable concern for public safety, then
16	the sheriff shall clearly articulate the reasoning behind that
17	determination within the written notice. The sheriff shall
18	notify the Alabama State Law Enforcement Agency of the denial
19	in a manner as prescribed by the agency for entry into the
20	state concealed carry permit information system.
21	"d.1. If the sheriff determines that the applicant
22	is not prohibited from the possession of a pistol or firearm
23	under state or federal law and that the applicant should not
24	otherwise be denied a concealed carry permit in light of the
25	factors listed in paragraph a. of subsection (b), the sheriff,
26	upon receipt of the appropriate fee as provided in paragraph
27	e., shall approve the application and document it in the state

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1 concealed carry permit information system. The sheriff shall
2 enter into the system the date of completion of the background
3 check and the name and signature of the sheriff whose office
4 conducted the background check, and shall indicate whether the
5 application was for a one-year, five-year, or lifetime
6 concealed carry permit.

7 "2. Upon the approval of an application for a 8 concealed carry permit, the sheriff shall notify the Alabama 9 State Law Enforcement Agency in a manner as prescribed by the 10 agency, and shall issue the applicant a temporary paper permit 11 to carry a pistol in a vehicle or concealed on or about his or 12 her person within this state, in a form to be prescribed by 13 the Alabama State Law Enforcement Agency. This permit shall be 14 valid for 30 days following the date of issuance.

"<u>3. A sheriff shall approve or deny an application</u>
for a concealed carry permit within 30 days from receipt of
the application, and shall notify the Alabama State Law
Enforcement Agency in a manner prescribed by the agency for
entry into the state concealed carry permit information
system.

"e.1. Notwithstanding any provision of law to the
contrary, the fee for a concealed carry permit for a term of
one year or five years shall be the same as currently provided
by local law for that county, and the resulting funds shall be
distributed as currently provided by local law. If there is no
local law setting the fee for a one-year permit, the fee shall
be twenty-five dollars (\$25), and the funds shall be

1	distributed to the sheriff. If there is no local law setting
2	the fee for a five-year permit, the fee shall be one hundred
3	twenty five dollars (\$125), and the funds shall be distributed
4	to the sheriff. The sheriff and the Alabama State Law
5	Enforcement Agency shall charge no fee for issuing or renewing
6	a permit to a service member as defined in Section 35-10-70, a
7	retired military veteran as defined in Section 13A-11-75.1, a
8	law enforcement officer as defined by Section 36-30-20, or an
9	honorably retired law enforcement officer eligible for a card
10	under Section 36-21-9.
11	"2. The fee for a lifetime concealed carry permit
12	shall be two hundred dollars (\$200). Notwithstanding the
13	foregoing, the fee for a lifetime concealed carry permit shall
14	be one hundred fifty dollars (\$150) if the applicant is 65
15	years of age or older at the time of application. The sheriff
16	and the Alabama State Law Enforcement Agency shall charge no
17	fee for issuing or renewing a permit to a service member as
18	defined in Section 35-10-70, a retired military veteran as
19	defined in Section 13A-11-75.1, a law enforcement officer as
20	defined by Section 36-30-20, or an honorably retired law
21	enforcement officer eligible for a card under Section 36-21-9.
22	40 percent of these fees shall be distributed to the sheriff
23	of the county of residence of the applicant, to be used for
24	the administration of the concealed carry permit application
25	process and other law enforcement purposes. The remaining 60
26	percent shall be distributed to the Alabama State Law
27	Enforcement Agency, to be used for the administration of the

1	state concealed carry permit information system and for other
2	law enforcement purposes. Notwithstanding the foregoing,
3	beginning October 1, 2023, the agency may use these funds only
4	for the administration of the state concealed carry permit
5	information system.
6	"(c)(1) The Alabama State Law Enforcement shall
7	ensure that all fees set forth within this section are
8	properly distributed pursuant to this section on a quarterly
9	basis.
10	"(2) The Alabama State Law Enforcement Agency shall
11	annually prepare a report on the number of permits issued and
12	renewed within each county and statewide, and shall include a
13	detailed accounting of fees and their distribution, both
14	statewide and by county.
15	"(d)(1)a. Upon receiving notice from a sheriff of an
16	approved application for a concealed carry permit, the Alabama
17	State Law Enforcement Agency shall immediately enter the
18	information into the state concealed carry permit information
19	system and ensure that a concealed carry permit endorsement is
20	viewable by law enforcement officers and other authorized
21	persons through the individual's driver license.
22	"b. Within 15 days from the date of receipt of
23	notice of approval of a concealed carry permit application,
24	the Alabama State Law Enforcement Agency shall produce and
25	mail to the residence of the individual a secure permit card
26	valid for a term of one year, five years, or the permit

1 holder's lifetime, as indicated within the approved 2 application. 3 "(2) Upon receiving notice of a denial of an 4 application for a concealed carry permit or a court 5 disposition which would prohibit that individual from 6 purchasing or possessing a pistol or firearm under state or 7 federal law or render that individual ineligible for a permit 8 based upon the factors provided in paragraph a. of subsection (b), the Alabama State Law Enforcement Agency shall enter the 9 10 information into the state concealed carry permit information system and ensure that <u>a "Concealed Carry Prohibited"</u> 11 12 restriction is viewable by law enforcement officers and other 13 authorized persons through an individual's driver license. "(e)(1) An individual with a valid concealed carry 14 15 permit who changes permanent address shall report that change of address to the sheriff of the county of new residence 16 within 30 days. Upon receipt of notice of a change of address, 17 the sheriff shall enter that information into the state 18 19 concealed carry permit information system. Failure by an 20 individual with a valid concealed carry permit to report the 21 change of address as directed by this subdivision shall result in the permit being subject to revocation. 22 23 "(2) An individual with a valid concealed carry 24 permit who loses the physical concealed carry permit or who 25 has his or her physical concealed carry permit stolen shall report that lost permit to the sheriff of the county of 26 residence within thirty days. Upon receipt of notice of a lost 27

1	concealed carry permit, the sheriff shall notify the Alabama
2	State Law Enforcement Agency of the lost permit card in a
3	manner as prescribed by the agency for entry into the state
4	concealed carry permit information system.
5	"(f) The Alabama State Law Enforcement Agency shall
6	conduct a background check on each individual with a valid
7	concealed carry permit, at least once every five years from
8	the date of issuance, to ensure that the individual has not
9	been convicted of any crime which would prohibit that
10	individual from purchasing or possessing a pistol or firearm
11.	under state or federal law and that the individual has
12	otherwise remained eligible for a permit based upon the
13	factors provided in paragraph a. of subsection (b).
14	"(q)(1)a. At any point after the issuance of a
15	concealed carry permit, and so long as the concealed carry
16	permit is valid, if the Alabama State Law Enforcement Agency
17	becomes aware that the individual with the concealed carry
18	permit becomes prohibited from possessing a pistol or firearm
19	under state or federal law, or otherwise concludes that the
20	individual should not possess a concealed carry permit based
21	on the factors provided for issuance under paragraph a. of
22	subsection (b), the Alabama State Law Enforcement Agency shall
23	immediately revoke the concealed carry permit through the
24	state concealed carry permit information system and remove the
25	concealed carry endorsement from the state concealed carry
26	permit information system. The agency shall also enter a
27	"Concealed Carry Prohibited" restriction into the state

1	concealed carry permit information system so that it is
2	viewable by law enforcement officers and other authorized
3	persons through the individual's driver license.
4	"b. Immediately upon revocation of a concealed carry
5	permit, the agency shall send notice of that revocation to the
6	sheriff of the county of residence of the individual and the
7	individual whose permit was revoked. The notice delivered to
8	the individual shall be in written form, but an additional
9	copy may also be delivered in an electronic form. The notice
10	shall include all of the following:
11	"1. The name of the individual whose concealed carry
12	permit has been revoked.
13	"2. The specific reason for revocation of the
14	concealed carry permit, including citation to relevant law.
15	"3. The date of conviction or other event on which
16	the revocation is based, if applicable.
17	"4. Information on how the individual may appeal the
18	revocation.
19	"(2) If a sheriff, law enforcement officer, or a
20	court finds probable cause to believe that an individual with
21	a concealed carry permit is prohibited from purchasing or
22	possessing a pistol or firearm under federal law, or otherwise
23	concludes that the individual with a concealed carry permit
24	should not possess a concealed carry permit based on the
25	factors provided for issuance under paragraph a. of subsection
26	(b), that sheriff, law enforcement officer, or court may, in a
27	manner prescribed by the Alabama State Law Enforcement Agency,

1 request that the Alabama State Law Enforcement Agency revoke 2 the concealed carry permit of that individual. A sheriff, law enforcement officer, or court shall furnish relevant evidence 3 along with any request for revocation of a concealed carry 4 5 permit. 6 "(3) Upon receipt of notice from the Alabama State 7 Law Enforcement Agency that a concealed carry permit has been revoked, the sheriff of the county of residence of the 8 9 individual or any other law enforcement officer with a 10 reasonable opportunity shall make reasonable efforts to 11 confiscate the concealed carry permit card. 12 "(h) Any individual who has been denied a permit 13 under subsection (b) or whose permit has been revoked under 14 subsections (e) or (g) may appeal the revocation to the 15 district court of the county where the individual resides. 16 During the court's review of the decision, the Alabama State 17 Law Enforcement Agency shall have the burden of proving by 18 clear and convincing evidence that possession of a pistol or 19 firearm by the individual would be in violation of state or 20 federal law or that the individual otherwise should not 21 possess a concealed carry permit based on the factors provided 22 for issuance under paragraph a. of subsection (b). 23 "(1) A court hearing an appeal under this subsection 24 shall issue a written determination within 30 days providing 25 the reasoning for the determination, as well as any facts or 26 evidence upon which the determination was based. The court

1 shall deliver written copies of this determination to both the 2 individual and the Alabama State Law Enforcement Agency. "(2) Within three days of receiving a notice of a 3 4 court determination that the revocation or denial of a 5 concealed carry permit was improper, the Alabama State Law 6 Enforcement Agency shall issue or re-issue a concealed carry permit to the individual, and shall ensure that the results of 7 the appeal are properly reflected in the state concealed carry 8 9 permit information system and the NICS system. The sheriff of 10 the county of residence of the individual shall issue a 11 temporary paper permit at that time. 12 "(i) Upon the expiration of any concealed carry 13 permit, the Alabama State Law Enforcement Agency shall remove the individual's concealed carry permit endorsement from the 14 15 state concealed carry permit information system. Notwithstanding the foregoing, the Alabama State Law 16 17 Enforcement Agency shall maintain records of any applications, permits, revocations, appeals, and other relevant information 18 19 relating to any individual who has applied for a concealed 20 carry permit under this section, as well as any dispositions 21 received from a <u>court relating to an individual's eligibility</u> 22 for a concealed carry permit under this section. 23 "(e) If a person who is not a United States citizen 24 applies for a permit under this section, the sheriff shall 25 conduct an Immigration Alien Query through U.S. Immigration 26 and Customs Enforcement, or any successor agency, and the 27 application form shall require information relating to the

applicant's country of citizenship, place of birth, and any
alien or admission number issued by U.S. Immigration and
Customs Enforcement, or any successor agency. The sheriff
shall review the results of these inquiries before making a
determination of whether to issue a permit or renewal permit.
A person who is unlawfully present in this state may not be
issued a permit under this section.

8 "(f) (j) The name, address, signature, photograph, 9 and any other personally identifying information collected 10 from an applicant or permittee under this section shall be kept confidential, shall be exempt from disclosure under 11 Section 36-12-40, and may only be used for law enforcement 12 purposes except when a current permittee is charged in any 13 state with a felony involving the use of a pistol. All other 14 15 information on permits under this section, including 16 information concerning the annual number of applicants, number of permits issued, number of permits denied or revoked, 17 revenue from issuance of permits, and any other fiscal or 18 19 statistical data otherwise, shall remain public writings 20 subject to public disclosure. Except as provided above, the 21 sheriff of a county and the Alabama State Law Enforcement 22 Agency shall redact the name, address, signature, photograph, 23 and any other personally identifying information of a permit holder before releasing a copy of a permit for a non-law 24 25 enforcement purpose. The sheriff or the agency may charge one 26 dollar (\$1) per copy of any redacted permit record requested other than when requested for law enforcement purposes. To 27

1 knowingly publish or release to the public in any form any 2 information or records related to the licensing process, or 3 the current validity of any permit, except as authorized in 4 this subsection or in response to a court order or subpoena, 5 is a Class A misdemeanor.

6 "(g) (k) A concealed pistol carry permit issued 7 under this section shall be valid for the carrying of a pistol 8 in a motor vehicle or concealed on the permittee's person 9 throughout the state, unless prohibited by this section.

10 "(h) (1) This section shall not be construed to 11 limit or place any conditions upon an individual's right to 12 carry a pistol that is not in a motor vehicle or not 13 concealed.

14 "(i)(m)(1) If an individual issued a pistol 15 <u>concealed carry</u> permit in this state establishes residence in 16 another state, the pistol permit shall expire upon the 17 establishment of residence in the other state.

"(2) Notwithstanding subdivision (1), if a service 18 19 member as defined by Section 35-10-70 possesses a lifetime 20 concealed carry permit and establishes residence in another 21 state, the concealed carry permit shall expire upon the 22 establishment of residence in the other state. Notwithstanding the foregoing, if the service member's establishment of 23 24 residence in the other state was a result of relocation 25 related to the military service of that service member, and 26 that service member thereafter re-establishes residence in 27 Alabama, the Alabama State Law Enforcement Agency, upon

1 request of the service member, shall reinstate the lifetime 2 concealed carry permit of that service member and shall ensure 3 that the reinstatement is properly reflected within the state 4 concealed carry permit information system. 5 "(n) If an individual with a valid concealed carry permit changes permanent address, loses his or her concealed 6 7 carry permit, has his or her concealed carry permit stolen, or 8 desires to replace a damaged concealed carry permit, and requests a new physical permit prior to the expiration date of 9 the concealed carry permit, upon receipt of request and a fee 10 11 not to exceed twenty five dollars (\$25), the sheriff of the 12 county of residence shall notify the Alabama State Law Enforcement Agency in a manner prescribed by the agency, and 13 14shall issue a temporary paper permit valid for a term of 30 15 days. The Alabama State Law Enforcement Agency shall produce a 16 secure permit card and mail it to the individual within 15 17 days of notice. 18 "(o) Nothing in this section shall be construed to 19 permit a sheriff, the Alabama State Law Enforcement Agency, or 20 a court to disregard any federal law or regulation pertaining 21 to the purchase or possession of a pistol or firearm." 22 Section 4. Section 13A-11-84, Code of Alabama 1975. 23 is amended to read as follows: 24 "\$13A-11-84. 25 "(a) Every violation of subsection (a) of Section 13A-11-72 or Section 13A-11-81 shall be a Class C felony. 26 27 Every violation of subsection (b) of Section 13A-11-72 or

1 Sections 13A-11-73, 13A-11-74, 13A-11-76, and 13A-11-77 2 through 13A-11-80 shall be a Class A misdemeanor. The punishment for violating Section 13A-11-78 or 13A-11-79 may 3 include revocation of license. Notwithstanding any other 4 5 provision of law, it is a defense to any prosecution for a 6 violation of Section 13A-11-73 that the individual was in 7 physical possession of a driver's license that links to a 8 valid concealed carry endorsement in the state concealed carry permit information system. 9

10 "(b) It shall be the duty of any sheriff, policeman, 11 or other peace officer of the State of Alabama, arresting any 12 person charged with violating Sections 13A-11-71 through 13A-11-73, or any one or more of those sections, to seize the 13 14 pistol or pistols in the possession or under the control of 15 the person or persons charged with violating the section or 16 sections, and to deliver the pistol or pistols to one of the 17 following named persons: if a municipal officer makes the arrest, to the city clerk or custodian of stolen property of 18 19 the municipality employing the arresting officer; if a county, 20 state, or other peace officer makes the arrest, to the sheriff 21 of the county in which the arrest is made. The person 22 receiving the pistol or pistols from the arresting officer shall keep it the pistol or pistols in a safe place in as good 23 condition as received until disposed of as hereinafter 24 25 provided. Within five days after the final conviction of any 26 person arrested for violating any of the above-numbered 27 sections, the person receiving possession of the pistol or

1 pistols, seized as provided in this section, shall report the seizure and detention of the pistol or pistols to the district 2 3 attorney within the county where the pistol or pistols are 4 seized, giving a full description thereof, the number, make 5 and model thereof, the name of the person in whose possession 6 it was found when seized, the person making claim to same or 7 any interest therein, if the name can be ascertained or is 8 known, and the date of the seizure. Upon receipt of the report 9 from the person receiving possession of the pistol or pistols, 10 it shall be the duty of the district attorney within the 11 county wherein the pistol or pistols were seized to forthwith 12 promptly file a complaint in the circuit court of the proper 13 county, praying that the seized pistol or pistols be declared 14 contraband, be forfeited to the state and be destroyed. Any 15 person, firm or corporation or association of persons in whose possession the pistol or pistols may be seized or who claim to 16 17 own the same or any interest therein shall be made a party 18 defendant to the complaint, and thereupon the matter shall proceed and be determined in the circuit court of the proper 19 20 county in the same form and manner, as near as may be, as in 21 the forfeiture and destruction of gaming devices, except as 22 otherwise provided. When any judgment of condemnation and 23 forfeiture is made in any case filed under this section, the 24 judge making the judgment shall direct the destruction of the 25 pistol or pistols by the person receiving possession of the pistol or pistols from the arresting officer in the presence 26 27 of the clerk or register of the court, unless the judge is of

1 the opinion that the nondestruction thereof is necessary or 2 proper in the ends of justice, in which event and upon recommendation of the district attorney, the judge shall award 3 4 the pistol or pistols to the sheriff of the county or to the chief of police of the municipality to be used exclusively by 5 6 the sheriff or the chief of police in the enforcement of law. 7 and the sheriff of the county and the chiefs of police of the 8 municipalities shall keep a permanent record of all pistols 9 awarded to them as provided for in this section, to be 10 accounted for as other public property, and the order, in the 11 event that no appeal is taken within 15 days from the 12 rendition thereof, shall be carried out and executed before 13 the expiration of 20 days from the date of the judgment. The 14court may direct in the judgment that the costs of the 15 proceedings be paid by the person in whose possession the 16 pistol or pistols were found when seized, or by any party or parties who claim to own the pistol or pistols, or any 17 interest therein, and who contested the condemnation and 1.8 19 forfeiture thereof."

20 Section 5. (a) Within 30 days or less of 21 disposition, all municipal, county, and state courts shall, 22 electronically or in a method determined by ALEA, report to 23 the Alabama State Law Enforcement Agency for entry into the 24 state concealed carry permit information system all 25 dispositions for cases involving a misdemeanor charge of 26 domestic violence as defined in Section 13A-11-72, Code of 27 Alabama 1975.

(b) All municipal courts shall also report to the
 Alabama State Law Enforcement Agency for inclusion into the
 state concealed carry permit information system all other
 criminal dispositions which would result in an individual
 being denied a permit under Section 13A-11-75, Code of Alabama
 1975.

7 (c) When the judge of probate of any county enters 8 an order for the involuntary commitment of an individual pursuant to Chapter 52 of Title 22, Code of Alabama 1975, or 9 10 as otherwise provided by law, the judge shall immediately 11 report that order to the Alabama State Law Enforcement Agency 12 in a manner prescribed by the agency. The Alabama State Law 13 Enforcement Agency shall promptly enter the order into the 14 state concealed carry permit information system and the 15 National Instant Criminal Background Check (NICS) system. A 16 judge of probate shall report to the Alabama State Law Enforcement Agency updates to any disposition which was 17 18 previously forwarded to the Alabama State Law Enforcement Agency, including notice of any appeal, expungement, pardon, 19 20 commutation, or restoration of civil rights.

(d) Within 30 days or less of disposition, each
municipal, county, and state court shall forward to the
Alabama State Law Enforcement Agency in a manner prescribed by
the agency the disposition of any case which would result in
an individual being denied a permit under Section 13A-11-75,
Code of Alabama 1975. A court shall report to the Alabama
State Law Enforcement Agency updates to any disposition which

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was previously forwarded to the Alabama State Law Enforcement
 Agency, including notice of any appeal, expungement, pardon,
 commutation, or restoration of civil rights.

4 (e) A court reporting an order or disposition to the
5 Alabama State Law Enforcement Agency pursuant to this section,
6 upon reporting, may collect fifty dollars (\$50) in additional
7 court costs, to be paid by the individual. Court costs
8 collected under this subsection shall be distributed as
9 follows:

10 (1) Ninety percent to the sheriff of the county in 11 which the court is located, to be used for the administration 12 of the concealed carry permit application process and other 13 law enforcement purposes.

14 (2) Ten percent to the reporting court.

Section 6. Section 13A-11-75.1, Code of Alabama
1975, relating to pistol permits for retired military
personnel, is repealed.

18 Section 7. Although this bill would have as its 19 purpose or effect the requirement of a new or increased 20 expenditure of local funds, the bill is excluded from further requirements and application under Amendment 621, now 21 22 appearing as Section 111.05 of the Official Recompilation of 23 the Constitution of Alabama of 1901, as amended, because the 24 bill defines a new crime or amends the definition of an 25 existing crime.

Section 8. This act shall become effective on
 January 1, 2022, following its passage and approval by the
 Governor, or its otherwise becoming law.



Agenda Action Form

File #: 20-0882, Version: 1

Item #: IA1

Meeting Type: BCC Regular Meeting Meeting Date: 3/3/2020 Item Status: Addendum From: Ron Cink, Budget Director Submitted by: Anu Gary, Administrative Services Director

ITEM TITLE

Selection of a Bond Underwriter for Refunding of Series 2014 General Obligation Warrants for the Baldwin County Commission

STAFF RECOMMENDATION

As recommended by Stifel, Nicolaus & Company, Inc., the Baldwin County Commission's Financial Advisor, take the following actions:

1) Adopt Resolution #2020-071, which selects and confirms the appointment of one of the following four firms as the Bond Underwriter for the Refunding of the Series 2014 General Obligation Warrants for the Baldwin County Commission.

2) Authorize staff to begin rate negotiations with the selected firm.

(SELECT ONLY ONE OF THE FOLLOWING OPTIONS)

Wells Fargo or Raymond James or Piper Jaffray or Frasier Lanier

3) This advanced refunding action is contingent upon recognizing a minimum of \$450,000 net present value (NPV) for Baldwin County Commission.

BACKGROUND INFORMATION

Previous Commission action/date: At the recommendation of the County's Financial Advisors, Stifel, Nicolaus & Company, Inc., staff is proposing that the Commission proceed with the refunding of the Refunding of the Series 2014 General Obligation Warrants.

Background: Finance Committee consisting of the Finance Chair and the Commission Chairman, in addition to the Budget Director and Clerk Treasurer, and in coordination with Stifel, Nicolaus & Company, Inc., will negotiate with the firm selected and a recommendation will be brought back to the Commission for rate finalization.

FINANCIAL IMPACT

Total cost of recommendation: Contingent upon recognizing a minimum of \$450,000 NPV savings

Budget line item(s) to be used: From Warrant Proceeds

If this is not a budgeted expenditure, does the recommendation create a need for funding? Finance Committee consisting of the Finance Chair and the Commission Chairman, in addition to the Budget Director and Clerk Treasurer, and in coordination with Stifel, will negotiate with the firm selected and a recommendation will be brought back to the Commission for rate finalization.

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Finance Committee to negotiate rates, Ron Cink will email the signed resolution to the selected firm.

Admin - Have resolution signed and fill out names.

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION NO. 2020-071 OF THE BALDWIN COUNTY COMMISSION

BE IT RESOLVED by the **COUNTY COMMISSION** of **BALDWIN COUNTY, ALABAMA** (the "County"), as follows:

Section 1. Findings. (a) The County has determined that, in order to recognize debt service savings, it will be necessary and in the best public interest of the County to advance refund its Series 2014 General Obligation Warrants.

(b) The County and its Financial Advisor, Stifel Nicolaus & Company, Incorporated, solicited responses from prospective underwriters for the Warrants through its Request for Statement of Qualifications: Underwriter, dated November 13, 2019. The County and the Financial Advisor have received and reviewed the received responses.

Section 2. Appointment of Underwriter. The County hereby confirms the appointment of ______, as Underwriter, and authorizes such Underwriter to take such action as is necessary to market the Warrants, and to sell such Warrants when, in their discretion, and upon consultation with the County and its Financial Advisor, conditions are favorable.

Section 3. Authorization to Sign Warrant Purchase Agreement. Prior to the sale of the Warrants, the County will authorize and direct the Chairman of the Baldwin County Commission to execute a Warrant Purchase Agreement between the County and the Underwriter immediately following such sale.

ADOPTED this the 3rd day of March, 2020.

Billie Jo Underwood, Chairman

ATTEST:

Wayne Dyess, County Administrator



Baldwin County, Alabama

Request for Statement of Qualifications: Underwriter

November 22, 2019



JACKSON 188 E. Capitol Street, Fl. 01 Jackson, MS 39201 Tel: (601) 503-1053



November 22, 2019

Mr. Ronald Cink Budget Director Baldwin County Commission 322 Courthouse Square Bay Minette, AL 36507

Dear Mr. Cink:

On behalf of Wells Fargo Securities ("Wells Fargo", the "Firm", or "WFS"), we are pleased to submit our response to Baldwin County, Alabama's (the "County") solicitation for underwriting qualifications. We are confident that our banking team's experience working with Alabama issuers, our Firm's commitment to the County and the community it serves, our experience as senior manager on comparable financings, our quantitative expertise, our superior financial and capital position, our innovative financing strategies, and our expansive, yet balanced, institutional and Alabama retail distribution capabilities, make Wells Fargo the most qualified firm to help the County meet its financing objectives. Below are several attributes of our Firm which qualify us to serve as your Senior Manager:

- Commitment to the State of Alabama. Wells Fargo has extensive municipal bond sales capabilities, with the ability to access both the Alabama retail and institutional investor communities. In Alabama, we have 89 financial advisors in 11 offices across the State. In total, Wells Fargo employs over 3,000 team members in Alabama. Further, we pride ourselves on being excellent corporate citizens and support our communities. In 2018, Wells Fargo and its employees contributed more than \$3.4 million to charitable causes in Alabama and volunteered over 18,000 hours to community organizations in the State. Wells Fargo & Company is not merely a Wall Street firm looking for investment banking business in Alabama; we are a member of the community and have a vested interest in the success of the State and its issuers.
- **Demonstrated Ability to Commit Capital.** While a number of firms have a large capital base, it is more important that such firms evidence their ability to deploy capital in the municipal market on behalf of their clients. As described within our response in more detail, our Firm has demonstrated its ability to commit capital in support of our municipal clients by directly underwriting unsold balances on negotiated primary market issues. Wells Fargo & Company is a premier U.S. domiciled bank with some of the highest credit ratings of all U.S. banks (Aa1/A+/AA-) from Moody's, S&P, and Fitch, respectively), more than 250,000 employees nationwide, the largest community banking presence in the country, the third largest U.S. bank

¹ Wells Fargo Bank N.A. Q2 Call Report

risk-based capital, the Firm brings significant underwriting strength and a stable capital commitment ability to the County.

• Powerful Institutional and Retail Distribution Networks. Wells Fargo provides a strong national distribution network with a balanced platform. Our institutional sales force consists of our 15-member Tier-1 municipal sales group that covers over 250 key national buyers with assets over \$1 billion. In addition, Wells Fargo, through its affiliate Wells Fargo Securities, LLC, has 200 middle-market sales professionals in 17 regional offices that cover more than 10,000 Tier-2 and Tier-3 investors. Our institutional sales strength is augmented by our national retail system through Wells Fargo Advisors ("WFA"), which employs 8,065 full-service financial advisors with approximately \$1.5 trillion of client assets. Through this balanced distribution approach, Wells Fargo has wide access to many sectors of the market to distribute our clients' bond offerings, and the Firm is able to generate broader demand and more aggressive pricing for the County's issues than firms with just a single investor segment focus.

Please let us know if you would like any additional information about our response. Thank you for your consideration.

Sincerely,

Jim Perry Managing Director Tel: (601) 503-1053 jim.perry@wellsfargo.com

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IMPORTANT INFORMATION & DISCLAIMER

This document and any other materials accompanying this document (collectively, the "Materials") are provided for general informational purposes only. By accepting any Materials, the recipient acknowledges and agrees to the matters set forth below.

Wells Fargo Securities ("WFS") is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company ("WFC") and its subsidiaries, including Wells Fargo Bank, N.A., acting through its Municipal Products Group. Municipal derivatives services are provided by Wells Fargo Bank, N.A., a swap dealer registered with the CFTC and member of the NFA. Commercial banking products and services are provided by Wells Fargo Bank, N.A. Investment banking and capital markets products and services provided by Wells Fargo Securities, are not a condition to any banking product or service.

Wells Fargo Bank, N.A. ("WFBNA"), as potential derivatives provider, and Wells Fargo Securities, as potential underwriter or placement agent, (collectively, for purposes hereof, "we", or "Wells Fargo") are providing the information contained in the Materials for discussion purposes only in anticipation of, or in connection with, engaging in arm's length commercial transactions with you in which Wells Fargo would be acting solely as a principal or agent, as applicable, and not as a municipal advisor, financial advisor or fiduciary to you or any other person or entity regardless of whether we, or an affiliate has or is currently acting as such on a separate transaction (the use of the term "agent" does not imply any fiduciary relationship).

These Materials are being provided to you for the purpose of working with you as an underwriter or placement agent (collectively, "underwriter") and/or derivatives provider on the transaction(s) described in the Materials. As part of its services as underwriter, WFS may provide information concerning the structure, timing, terms, and other similar matters concerning the issue of municipal securities that WFS proposes to underwrite as described in the Materials. The Materials may also contain such information. Any such information has been, and would be, provided by WFS in the context of serving as an underwriter and not as your municipal or financial advisor. Additionally, WFBNA, as derivatives provider, and WFS, as underwriter, have financial and other interests that differ from your interests (or those of the issuer). In its capacity as underwriter, WFS' primary role would be to purchase securities from you (or the issuer in the case of a conduit transaction) for resale to investors, or arrange for the placement of securities with investors on your behalf. Wells Fargo will not have any duties or liability to any person or entity in connection with the information being provided in the Materials.

The information provided herein is not intended to be and should not be construed as advice within the meaning of Section 15B of the Securities Exchange Act of 1934, and Wells Fargo will not be acting as your municipal advisor under the municipal advisor rules ("Muni Advisor Rules") of the Securities and Exchange Commission ("SEC") and the SEC's guidance in its Registration of Municipal Advisors Frequently Asked Questions dated May 19, 2014, as supplemented (collectively, "Muni Advisor Rules").

Please be advised that any information in the Materials regarding municipal derivatives is being provided by WFBNA as a swap dealer and that any swap offered or recommended in the Materials is being offered or recommended by WFBNA as a swap dealer. No part of the Materials is intended to be and should not be construed as an offer or recommendation of a municipal derivatives service or product by WFS, as underwriter, for purposes of Municipal Securities Rulemaking Board Rule G-17, or otherwise. You should consult with your own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate. If you would like a municipal advisor that has legal fiduciary duties to you, you are certainly free to engage a municipal advisor to serve in that capacity.

Transactions referenced in the Materials which are attributed to Wells Fargo or to WFS may include transactions executed by a Wachovia Corporation or Wells Fargo & Company broker-dealer affiliate or by other municipal securities dealers and/or broker-dealers which were acquired by Wachovia Corporation or WFC.

WFS distributes municipal securities to institutional investors primarily through Wells Fargo Bank, N.A. Municipal Products Group ("WFBNA MPG") and Wells Fargo Securities, LLC ("WFSLLC"). Distribution to middle market clients is provided primarily through WFSLLC. Retail distribution is primarily provided by Wells Fargo Advisors, which is the trade name used by Wells Fargo Clearing Services, LLC ("WFCS") and Wells Fargo Advisors Financial Network, LLC ("WFAFN"), two non-bank separate registered broker-dealers (members FINRA and SIPC). WFSLLC, WFBNA MPG, WFCS, and WFAFN are affiliates and are each wholly owned subsidiaries of WFC.

Any municipal underwriting, commercial paper and remarketing rankings referenced herein represent combined totals for WFBNA MPG and WFSLLC. Non-municipal underwriting, commercial paper and remarketing rankings referenced herein represent totals for WFSLLC only. Source information for any ranking information not otherwise provided herein is available on request. Any rankings referencing competitive municipal



new issues for time periods prior to 2011 include issues underwritten by WFCS. Underwriting activities of WFCS are not managed or otherwise controlled by WFBNA MPG or WFSLLC.

If the Materials are being provided to you under any of the following events, the information contained in the Materials and any subsequent discussions between us, including any and all information, advice, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the Swap Dealer, Bank, RFP, IRMA exemptions and underwriter exclusion, as applicable, provided under the Muni Advisor Rules. In the event the Swap Dealer, Bank, RFP, IRMA exemptions, or underwriter exclusion do not apply, the information included in the Materials are provided in reliance on the general information exclusion to advice under the Muni Advisor Rules.

In the event that you have provided us with your written representation in form and substance acceptable to WFBNA that you are represented by a "qualified independent representative" as defined in the Commodity Exchange Act ("CEA") with respect to any municipal derivative or trading strategy involving municipal derivatives described in the Materials, we have provided you with our written disclosure that we are not acting as an advisor to you with respect to the municipal derivative or trading strategy pursuant to Section 4s(h)(4) of the CEA and the rules and regulations thereunder, and have taken certain other steps to establish the "Swap Dealer exemption" under the Muni Advisor Rules.

Any information related to a bank-purchased bond transaction ("Direct Purchase") included in the Materials is a product offering of WFBNA or a subsidiary thereof ("Purchaser") as purchaser / investor. WFS will not participate in any manner in any Direct Purchase transaction between you and Purchaser, and Wells Fargo employees involved with a Direct Purchase transaction are not acting on behalf of or as representatives of WFS. The information contained herein regarding Purchaser's Direct Purchase is being provided to you by WFS only for purposes of providing financing alternatives that may be available to you from WFC and its affiliates. Information contained in this document regarding Direct Purchase is for discussion purposes only in anticipation of engaging in arm's length commercial transactions with you in which Purchaser would be acting solely as a principal to purchase securities from you or a conduit issuer, and not as a municipal advisor, financial advisor or fiduciary to you or any other person or entity regardless of whether Purchaser, or an affiliate has or is currently acting as such on a separate transaction. Additionally, Purchaser has financial and other interests that differ from your interests. Purchaser's sole role would be to purchase securities from you (or the conduit issuer). Any information relating to a Direct Purchase is being provided to you pursuant to and in reliance on the "Bank exemption" under the Muni Advisor Rules and the general information exclusion to advice under the Muni Advisor Rules.

In the event the Materials are being provided in connection with a RFP, the SEC exempts from the definition of municipal advisor "any person providing a response in writing or orally to a request for proposals or qualifications from a municipal entity or obligated person for services in connection with a municipal financial product or the issuance of municipal securities; provided however, that such person does not receive separate direct or indirect compensation for advice provided as part of such response" ("RFP exemption"). In such event, we have relied upon the RFP exemption, and on your distribution and execution of this RFP through a competitive process. In the event WFBNA MPG is the party providing the Materials responses to all questions, certifications, attestations, information requests, and similar in the RFP or RFQ to which this response relates are specifically limited to, in context of, and as applied to, WFBNA MPG in its capacity as a separately identifiable department of a national bank that is registered as a municipal securities dealer with the Securities and Exchange Commission, Office of the Comptroller of the Currency, and Municipal Securities Rulemaking Board; and not on behalf of Wells Fargo Bank, N.A., unless specified otherwise in our response.

In the event that you have provided us with your written representation that you are represented by an independent registered municipal advisor (an "IRMA") within the meaning of the Muni Advisor Rules, with respect to the transaction(s) described in the Materials we have provided you with our written disclosure that we are not a municipal advisor to you and are not subject to the fiduciary duty under the Muni Advisor Rules, if applicable, and have taken certain other steps to establish the "IRMA exemption" under the Muni Advisor Rules.

In the event that you have engaged us to serve as an underwriter with respect to the municipal securities issuance described in the Materials we have provided you with our written disclosure regarding our role as an underwriter, that we are not a municipal advisor to you and are not subject to the fiduciary duty under the Muni Advisor Rules, if applicable.

If savings threshold level information is contained herein, please be advised that WFS is not recommending nor providing advice regarding which maturities should be refunded by you.

The Materials are provided for general information about the transactions described herein. The Materials do not constitute an offer to sell or a solicitation of an offer to buy, or a recommendation or commitment for any transaction involving the securities or financial products named or described herein, and are not intended as investment advice or as a confirmation of any transaction. Assumptions stated herein may or may not be valid. Externally sourced information contained in the Materials has been obtained or derived from sources we reasonably believe to be reliable, but Wells Fargo Securities and WFBNA make no representation or warranty, express or implied, with respect thereto, and do not represent or guarantee that such information is accurate or complete. Wells Fargo Securities and WFBNA do not assume or accept any liability for any loss which may result from reliance thereon. Wells Fargo Securities and/or one or more of its affiliates may provide advice or may from time to time have proprietary positions in, or trade as principal in, any securities or other financial products that may be mentioned in the Materials, or in derivatives related thereto.

Terms, rates, prices and structure in the Materials are indicative only, and should not be relied upon as the terms, rates, prices or structure on which we or anyone else would be willing to enter into, terminate or transfer any transaction with you, including without limit, the swap, bond or loan, letter of credit and/or remarketing agreement (if applicable), or relied upon for any other purpose. Actual rates and prices may be higher or lower depending on market conditions at the time of execution, and are subject to market conditions at deal time, final credit approval, agreement on deal terms and compliance to our satisfaction with all applicable legal and regulatory requirements, including without limit, onboarding, swap/securities trading relationship and transaction documentation. Any historical information provided in the Materials is for information only, and past performance may not be relied upon as a guarantee of future results. Examples in the Materials are hypothetical only and are not a prediction of future results. There are frequently sharp differences between projections or forecasts and the actual results achieved.

Arm's Length Relationship

All transactions described in the Materials are arm's length transactions to be negotiated by each party acting in its own best interests. The price and other terms of any transaction will be individually negotiated, and there is no assurance that they will represent the best price or terms available to you from us or other sources. Whether they are executable, indicative or illustrative, you should assume that any price we offer,



quote or otherwise provide to you for entering into, transferring or terminating a transaction with WFBNA is strictly a WFBNA price and should not be considered a "market price" offered by anyone else in the relevant market. In this regard, please note that when we offer you an executable price for a swap with WFBNA, CFTC Rule §23.431 requires that we also disclose to you the "mid-market mark" of the swap in order for you to assess the material incentives and conflicts of interest we may have in connection with the swap. Information about the mid-market mark and other material disclosures regarding swaps can be found at www.wellsfargo.com/swapdisclosures. The decision whether you should enter into any transaction upon mutually agreed terms rests solely with you. Before entering into any transaction described in the Materials, you should consider whether it is appropriate for you in light of your objectives, experience, financial and operational resources, legal capacity and authority, and other relevant circumstances, and you should conduct a thorough and independent evaluation of the financial, tax, accounting, legal and regulatory characteristics, consequences, costs and risks of the transaction in light of your particular circumstances, based upon the advice of your own financial, legal, tax, accounting, and other professional advisors. Neither we nor any of our affiliates will be providing any such advice in connection with any such transaction, whether or not we or they may otherwise be engaged to act in such capacity in connection with other products or services.

LIBOR Discontinuation Risk

On July 27, 2017, the Chief Executive of the United Kingdom Financial Conduct Authority, which regulates the London Interbank Offered Rate ("LIBOR"), announced that it intends to stop persuading or compelling banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. It is impossible to predict whether and to what extent banks will continue to provide LIBOR submissions to the administrator of LIBOR or whether any additional reforms to LIBOR may be enacted in the United Kingdom or elsewhere. While global regulators and financial services industry market participants, including the Alternative Reference Rates Committee in the United States, have been working on developing alternative reference rates ("ARR") for LIBOR and other interbank offered rates, there is no guarantee that ARRs will be developed or widely used by market participants by the end of 2021, that any ARRs developed will be suitable for each transaction as a substitute or successor for LIBOR, that the composition or characteristics of ARRs will be similar to those of LIBOR, or that ARRs will be the economic equivalent of the rate used in your LIBOR-based swap or financing transactions. Therefore, if LIBOR is discontinued during the term of your swap, your payments would be calculated differently and could be higher or more volatile than expected. These risks and others are discussed in greater detail at the IBOR Alternative Reference Rates disclosure at: www.wellsfargo.com/swapdisclosures.

Risks to Consider

While certain transactions described in the Materials may be used for hedging purposes to reduce or eliminate certain risks associated with your assets or liabilities, the effectiveness of hedging may depend upon holding these transactions to maturity and not reducing or disposing of all or any portion of the asset or liability during the term of the hedge. If a swap transaction is terminated early, or if you reduce or dispose of all or a portion of the underlying asset or liability before the transaction matures (such as prepaying a floating rate loan you hedge with a swap), then depending on the nature of the transaction, its characteristics and your position in it (e.g., buyer, seller, counterparty, etc.), you may incur a substantial loss or you may receive little or no hedging benefit from any upfront or periodic payments or exchanges or any other costs incurred in purchasing, selling, acquiring, maintaining or disposing of the transaction. You may also incur a substantial loss if you enter into a swap transaction in anticipation of hedging an asset or liability that does not materialize. You should understand that significant potential amounts could become payable by you for modifying a swap transaction, terminating it early or transferring your position in the transaction to another person or entity, or in connection with the exercise of any option or other rights under the transaction or governing documents, depending upon then existing market conditions. You should also consider that prepaying your loan or disposing of an asset or other liability does not relieve you of your obligations under a swap transaction, which may be terminated early only in accordance with the terms of the swap trading relationship documentation (such as an ISDA Master Agreement) or other transaction documents, or otherwise by mutual agreement. Such termination may require payment by you of an early termination amount, which amount may be substantial. Whether you use a swap transaction for hedging or another purpose, you should satisfy yourself that you understand these and other risks relative to the benefits you are seeking to achieve and that the transaction and risks are suitable for you. These risks are discussed in greater detail in disclosures provided to you through the following website: www.wellsfargo.com/swapdisclosures

Independent Obligation

To the extent any swap transaction described in the Materials may be used to hedge against increases in the interest expense of a loan or other financing, the swap transaction would be a separate and independent obligation and would not be contingent on whether or not any loan or other financing closes, is outstanding, or is repaid, in whole or in part, at any time, subject to any contractual requirement to terminate and settle the transaction early upon prepayment of the loan or financing or for other financing-related events. In addition, if you provide any existing or future collateral or other credit support to secure the transaction and any loan or other financing, then you would be entitled to the release of such collateral or credit support only if certain conditions contained in the related collateral agreement or credit support document are completely satisfied for both the transaction and any such loan or financing, or we otherwise reach agreement with you on alternative collateral, credit support or other arrangements.

Unmatched Terms & Conventions

If the principal amount or duration of a loan or financing differs from that of a transaction used to hedge such loan or financing, you may be exposed to risk of loss from such over-hedging or under-hedging. If any other economic terms or characteristics of a loan or financing differ from those of the related hedge, then in addition to any losses that you could incur from such differences, the hedge may create unanticipated accounting exposure or tax liability for you. To the extent fair value accounting applies to the hedge, you may have to reflect unrealized gains and losses (i.e., the so-called "mark-to-market" value of the hedge) over the life of the hedge on your balance sheet and/or income statement. If hedge accounting applies, any ineffectiveness in the hedge resulting from such differences may likewise need to be taken into account and reflected in your financial results. These swap valuation considerations may also be important to you for tax purposes, including any tax laws that may require unrealized gains or losses on swaps to be taken into account in determining your income tax liability.

Conventions used in the loan or other financing and swap markets may differ, and we are under no obligation to ensure that any swap we offer is a perfect hedge for your financing even if we provide you with both products. For example, if the method for determining a loan's floating rate differs from that for a swap's floating rate, the loan floating rate payments could diverge from those of the swap. Such divergence may occur by convention or as the result of contractual differences, such as in the definition of or the reset timing (e.g., 1-month or 3-month) for



the London Interbank Offered Rate (LIBOR), the dates or times at which LIBOR is set, the number of days in the payment periods, any applicable fallback floating rate, or the floating rate rounding convention.

Negative Interest Rates

Express wording in swap transactions is required to place a 0% floor on LIBOR or other floating benchmark rate of the swap transaction, and no such 0% floor is included in an interest rate swap or other swap transaction unless mutually agreed between the parties as reflected in the swap confirmation. Absent such floor, if a Floating Amount is negative under an interest rate swap, the Floating Rate Payer does not make such payment. Instead, the Fixed Rate Payer pays the absolute value of the negative Floating Amount in addition to the Fixed Amount. See §6.4 of the 2006 ISDA Definitions, as amended. If you wish to acquire a swap with a 0% floor, this may increase the price of your swap as reflected in a higher Fixed Rate. For further information on negative interest rates, including their effect on swaps and the loans they are hedging, see Negative Interest Rates at: www.wellsfargo.com/swapdisclosures.

Projections, Forecasts & Other Data

Although the information contained herein is derived from a source that WFBNA considers reliable, WFBNA does not guarantee the accuracy, reliability or completeness of this information and makes no representation or warranty, express or implied, with respect thereto. This information is provided as of the date(s) indicated, is subject to change without notice, does not constitute trading or investment advice or research, and has not been prepared in accordance with any laws or regulations designed to promote the independence of research. Historical data, past trends and past performance do not reflect or guarantee future results. Financial projections and economic forecasts are based on hypothetical assumptions about uncertain future market conditions and events and therefore should not be relied upon in connection with any asset, liability, transaction or otherwise, including any decision whether or when to invest or hedge or to acquire or dispose of any asset, liability or transaction. Projections or forecasts may not materialize, and reliance thereon could result in substantial losses. It is impossible to predict whether, when or to what extent rates, values and other economic factors will rise or fall, and there could be sharp differences between projections or forecasts and actual results. WFBNA makes no representation or warranty that actual results will conform to any projection or forecast and is not responsible for any loss or damage arising out of any reliance on or use of such information.

Applicability of Certain Regulations

WFBNA is a "swap dealer" as defined in the Commodity Exchange Act ("CEA"), and one or more transactions described in the Materials are "swaps" as defined in the CEA and regulations of the Commodity Futures Trading Commission ("CFTC") or "security based swaps" as defined in the CEA and the Securities Exchange Act of 1934 and regulations of the U.S. Securities and Exchange Commission ("SEC"). From time to time, we may furnish you with certain information or request that you furnish us with certain information or representations or take other action we consider necessary or appropriate to comply with applicable legal or regulatory requirements, including the requirement that, in order to enter into a swap with us, you must be an Eligible Contract Participant (as defined in 17 C.F.R. §1.3(m)). Nothing herein or in the Materials constitutes legal advice or purports to be a complete statement of regulations applicable to swaps, matters which you should address with your own legal advisors. For purposes of CFTC Regulations 1.71 and 23.605, please note that the Materials are a "solicitation" of a swap and not a "research report" as defined therein. To the extent the Materials include a scenario analysis, such inclusion shall not supersede your right under CFTC Regulation or opinion with respect to any swap or trading strategy involving a swap for purposes of CFTC Regulations Part 23 or the CEA. The Materials do not take into account your particular investment objectives, financial condition or needs and are not intended to serve as a basis for entering into a swap. You should consult with your own advisors for opinions on whether to enter into any swap or trading strategy involving a swap.

In certain cases, the transactions described in the Materials may be subject to regulations that have not yet been proposed, adopted in final form or become effective, and some or all of such regulations may have a direct or indirect impact on the substantive terms set forth hereunder. Accordingly, the parties acknowledge partial and/or incomplete information with respect to the requirements of such regulations, but acknowledge that to the extent any term contemplated hereunder is in violation of or subject to any current or future regulation, as amended from time to time, we reserve the right to amend the terms contemplated hereby or cease to offer the transaction described herein.

Wells Fargo as a Counterparty

Transactions described in the Materials are not bank deposits or FDIC insured, may expose you to the credit risk of WFBNA and therefore involve risk of loss to you apart from the market risk associated with the underlying rate, price or other economic measure on which the transaction is based. Financial information WFBNA is available at: <u>https://www.wellsfargo.com/invest_relations/investor_relations</u>

Additional Information

In addition to the information furnished above, you should not enter into any swap transaction described in the Materials without reviewing and understanding our "Disclosure of Material Information for Swaps" and accompanying documents available to you at: www.wellsfargo.com/swapdisclosures

Updating the Materials

We reserve the right to amend, supplement or replace the Materials at any time, and your use of the Materials constitutes your agreement to update the Materials with any such amendments, supplements or replacements we furnish you.

Confidentiality

The information in the Materials is confidential and may not be disclosed by you to anyone without our written consent, other than to your advisors, and judicial or other governmental authorities or regulators having jurisdiction over you (including, without limitation, federal, state or local tax authorities). Notwithstanding anything to the contrary contained in the Materials, all persons may disclose to any and all persons, without limitations of any kind, the U.S. federal, state or local tax treatment or tax structure of any transaction, any fact that may be relevant to understanding the U.S. federal, state or local tax treatment or tax structure, and all materials of any kind (including opinions or other tax analyses) relating to such U.S. federal, state or local tax treatment or tax structure, other than the name of the parties or any other person named herein, or information that would permit identification of the parties or such other persons, and any pricing terms or nonpublic business or financial information that is unrelated to the U.S. federal, state or local tax treatment or tax structure of the transaction to the taxpayer.

Limitation of Liability



In no event shall Wells Fargo be liable to you or any third party for any direct or indirect, special, incidental, or consequential damages, losses, liabilities, costs or expenses arising directly or indirectly out of or in connection with the Materials.

Wells Fargo does not provide tax advice. Any tax statement herein regarding US federal tax is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding any penalties. Any such statement herein was written to support the marketing or promotion of a transaction or matter to which the statement relates. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

If you have any questions or concerns about the disclosures presented herein, you should make those questions or concerns known immediately to Wells Fargo.



1. Describe the firm's net capital position and its underwriting ability and willingness to underwriter bonds.

While a number of firms have a large capital base, it is far more important that such firms evidence their ability to deploy capital in the municipal market on behalf of their clients. As one of the premier U.S. domiciled banks, Wells Fargo Bank, N.A. ("WFBNA") maintains the capital strength and financial stability necessary to support the County's transactions, both in the primary and secondary markets. WFBNA is the legal entity that provides municipal securities underwriting services for Wells Fargo & Company. As a national bank registered with the SEC as a municipal securities dealer, Wells Fargo Bank, N.A. is subject to capital definitions and standards issued by the Office of the Comptroller of the Currency, rather than net capital standards of the Securities and Exchange Commission (as are most broker-dealers). As a result, net capital and excess net capital calculations are not applicable.

WFBNA is, however, subject to capital regulations prescribed by the Office of the Comptroller of the Currency ("OCC"), which is the regulatory authority for national banks. The following table provides a summary of WFBNA's robust capital position and financial capacity.

	Capital Position of Wells Fargo Bank, N.A.									
	FY 2016	FY 2017	FY 2018	2Q 2019						
Tier 1 Capital	\$132.27 Billion	\$143.34 Billion	\$142.68 Billion	\$ 146.51 Billion						
Total Risk-Based Capital	145.71 Billion	156.70 Billion	155.56 Billion	159.09 Billion						
Total Equity Capital	155.83 Billion	166.60 Billion	165.24 Billion	169.08 Billion						
Net Capital	N/A	N/A	N/A	N/A						
Excess Net Capital	N/A	N/A	N/A	N/A						

Source: Call Reports for Wells Fargo Bank, N.A.

Utilizing an underwriter with a strong balance sheet and a history of using it to support its issuing clients is important in the current volatile market. This puts issuers in a position of strength, since investors know the underwriter may purchase any unsold balances, as opposed to increasing spreads. Below, we highlight select notable capital commitments made in recent years.

Select Wells Fargo Capital Commitments							
		Par	Underw	ritten			
Date	lssuer	(\$mm)	(\$mm)	(%)			
11/14/2019	Las Vegas-McCarran Int Airport	369.05	110.00	29.81			
09/12/2019	Grapevine-Colleyville ISD	53.35	8.32	15.60			
05/20/2019	Hidalgo County, Texas	45.44	11.30	25.12			
05/15/2019	Texas Water Development Board	200.80	11.42	5.69			
04/03/2019	Florida Municipal Loan Council	16.50	13.55	82.12			
03/26/2019	Arizona Transportation Board	62.47	4.13	6.51			
02/13/2019	New Mexico Finance Authority	37.15	30.35	82.25			
01/24/2019	Canyon ISD, Texas	92.36	15.10	16.34			
01/14/2019	Cumberland County Muni Authority	19.54	1.56	7.90			
12/11/2018	Washoe County, Nevada	188.23	82.20	45.80			
11/04/2018	Prisma Health	586.53	28.80	4.90			
10/17/2018	Cypress-Fairbanks ISD, Texas	187.26	31.05	16.60			
08/08/2018	Mount St. Mary's University	40.74	7.54	18.50			
08/02/2018	Killeen ISD, Texas	269.78	43.46	16.20			



08/02/2018	Lamar CISD, Texas	289.26	20.00	6.91			
05/03/2018	New York University	592.59	22.69	4.00			
04/03/2018	Little Elm ISD, Texas	135.16	19.10	14.13			
01/30/2018	Hampton Roads Trans Commission	500.00	188.34	37.67			
01/11/2018	Anaheim Housing & Pub Imp	46.42	8.86	19.08			
12/14/2017	Conroe ISD, Texas	174.44	50.00	28.66			
11/21/2017	Commonwealth Trans Board, Virginia	483.00	117.81	24.35			
11/01/2017	Guilford County, North Carolina	179.79	32.49	17.88			
06/28/2017	Dixie State University, Utah	19.72	13.91	71.21			
06/15/2017	St. Lucie County, Florida	46.87	30.36	62.11			
04/26/2017	Port Authority of NY & NJ	554.73	16.40	2.96			
03/29/2017	Union Elementary School	29.28	21.65	72.17			
01/05/2017	University of Pittsburgh	512.48	17.50	3.41			
Source: Walls Earge Securities Walls Earge Park N.A. Call Pepert							

Source: Wells Fargo Securities, Wells Fargo Bank N.A. Call Report.

2. Discuss your proposed transaction team which would be assigned to serve as underwriter to the County. Be specific regarding the person(s) who would have primary and/or day-to-day responsibility for directing your firm's efforts. Provide a resume for each individual assigned to the County's service including their title, address, phone, and e-email.

The lead investment banking professional and day-to-day contact assigned to the County's future financings will **Jim Perry**, *Managing Director*, and Head of the Southern Region for Wells Fargo Public Finance. **Walker McQuage**, *Managing Director*, will lead underwriting efforts, and to support the investment banking team, **Arseni Sutton**, *Analyst*, will provide analytical and transaction support. Brief resumes for the core WFS banking and underwriting team for Baldwin County are found below.

Investment Banking Professionals

JIM PERRY, *Managing Director* 188 E. Capitol Street, Fl.01 Jackson, MS 39201

Tel: (601) 503-1053

jim.perry@wellsfargo.com

Role/Responsibilities: Lead Banker and Day-To-Day Contact for the County.

Mr. Perry joined Wells Fargo in July 2018, is the Head of the Southern Region for the Firm's Public Finance Department and is co-head of the National Municipal Structured Finance group. He is based in Jackson, Mississippi. With more than 11 years of public finance experience, Mr. Perry has led the structuring and execution of tax-exempt, taxable, Build America, and tax credit bond senior managed financings for issuers across the Southern United States and has been a lead banker for more than \$15 billion of senior managed municipal financings.

Mr. Perry has been the lead banker for numerous financings for state and local government entities in Alabama and throughout the United States. At his previous firm, Mr. Perry was the lead banker for numerous senior managed financings in the State of Alabama, for issuers such as the Alabama Public School and College Authority, the Alabama Incentives Financing Authority, the Alabama Economic Damages Settlement Authority, the Alabama Federal Aid Highway Finance Authority, and the Decatur City (AL) Board of Education. He has led the rating agency and investor education processes for numerous new or restructured credits including the Texas Department of



Transportation's Grand Parkway Transportation Corporation, the State of Mississippi's inaugural leveraging of gaming tax revenues, financings for the Alabama Department of Transportation, the Virginia Port Authority, the Louisiana Citizens Property Insurance Corporation, the first leveraging of Gulf of Mexico Energy Security Act revenues (for Cameron Parish, Louisiana), and the only executed leveraging of settlement revenues from the 2010 Deepwater Horizon/BP oil spill (for the State of Alabama).

His project finance experience includes the first privately financed high speed U.S. passenger rail project in more than 100 years; a midstream oil transportation, terminal and storage project; and a commercial and demolition waste landfill.

Prior to joining Wells Fargo, Mr. Perry was the Head of the Southern Region and co-head of the P3 Group for Morgan Stanley. He served as Deputy Chief of Staff and Policy Director for former Mississippi Governor Haley Barbour, where his responsibilities included development of the State budget and issues related to the State Bond Commission. He is the former Legislative Director for then-Congressman Roger Wicker.

Mr. Perry received a bachelor's degree in economics and government from the University of Virginia. He holds FINRA Series 7, 24, 53, 63, and 79 securities registrations.

ARSENI SUTTON, Analyst 30 Hudson Yards, 62nd Floor New York, NY 10001

Role/Responsibilities: Quantitative and transactional support related to the County's bond financings.

Mr. Sutton joined Wells Fargo in 2019. As part of the Southern Region, Arseni provides transactional and quantitative support as well as financial and market analysis. Mr. Sutton graduated with a Bachelor of Science in Business Administration from the University of California, Berkeley and maintains Series 52 and 63 securities registrations.

Underwriting, Sales & Trading Professional

WALKER MCQUAGE, *Managing Director* 550 South Tryon Street, 4th Floor Charlotte, NC 28202

Role/Responsibilities: Head of the underwriting desk and will serve as lead underwriter on any of the Authority's transactions.

Mr. McQuage is responsible for and coordinates the marketing, distribution, and underwriting of all fixed rate municipal transactions managed by Wells Fargo institutional trading, sales, and underwriting operations. Mr. McQuage has over 20 years of underwriting experience (16 years of which at Wells Fargo) with general obligation, revenue, taxable, and corporate municipals, as well as prior experience in the financial futures markets. He specializes in Southeastern credits, and since 2009, he has worked on over 3,300 transactions totaling almost \$600 billion in par amount.

Mr. McQuage holds a Bachelor of Science degree in Finance from the University of South Carolina, and holds FINRA Series 3, 7, 53, and 63 licenses.



Tel: (704) 410-4082

Tel: (212) 214-2861

arseni.sutton@wellsfargo.com

walker.mcquage@wellsfargo.com

3. Provide number of full-time employees dedicated to municipal bond sales

Wells Fargo's Public Finance Department is part of the Municipal Products Group and operates in 17 offices nationwide. In total, the Firm's Municipal Products Group employs 155 individuals¹, including:

- Investment Banking. Comprising 92 individuals working with local and state governments, transportation, housing, public power, water, student loan, healthcare, education and not-for-profit organizations. In 2018, WFS was ranked 7th on negotiated transactions, senior managing 182 issues totaling approximately \$10.9 billion of par amount². In addition to our dedicated public power and Alabama-region bankers, our investment banking team also includes:
 - *Credit Strategies and Investor Marketing*: Consists of six professionals across banking and trading that assist in the development, management, and ongoing analysis of issuer credits and investor marketing.
 - *Quantitative Analytics:* Includes five professionals specializing in quantitative and market analytics.
- Underwriting / Institutional Sales¹. Comprising 15 professionals specializing in the marketing and underwriting of primary bond issues in the long-term and short-term markets. Wells Fargo's institutional investor base includes the 250 key national buyers of municipal securities among the Firm's 425-institutional account base as well as a significant number of Tier-2 and Tier-3 institutional accounts.
- Middle Market and Retail Sales¹. Comprising 200 professionals who specialize in middle market buyers, covering over 10,000 accounts out of 17 offices nationally. Covering retail clients, Wells Fargo's Advisors has 13,968 advisors who have direct access to retail buyers across the nation. In Alabama, there are 89 advisors in 11 offices across the State.

*Trading*¹. Comprising 18 traders who specialize in the trading of long and short-term securities. This group is also a very active participant in the secondary market and maintains substantial positions in various types of municipal bonds.

Retail Sales. Wells Fargo ranks as the one of the largest national retail brokerage networks in the country, managing over 7.1 million active accounts with nearly \$1.5 trillion in total client assets³.

	Wells Fargo's National Retail Presence																
	Total	Team		Total	Team		Total	Team		Total	Team		Total	Team		Total	Team
State	Offices	Mem	State	Offices	Mem	State	Offices	Mem	State	Offices	Mem	State	Offices	Mem	State	Offices	Mem
AK	1	10	FL	40	568	LA	11	79	NC	41	333	OK	9	73	VA	27	271
AL	11	89	GA	20	167	MA	12	172	ND	3	9	OR	10	77	VT	4	24
AR	12	71	HI	1	29	MD	9	131	NE	7	47	PA	37	378	WA	9	143
AZ	13	151	IA	11	55	ME	3	26	NH	3	26	RI	2	22	WI	18	123
CA	58	1,022	ID	4	30	MI	25	236	NJ	20	395	SC	15	95	WV	7	51
со	13	142	IL	33	414	MN	5	67	NM	4	33	SD	4	21	WY	2	5
СТ	9	149	IN	10	128	мо	15	193	NV	5	58	TN	8	97			
DC	2	58	KS	12	93	MS	8	44	NY	35	676	ТХ	49	519			
DE	2	26	KY	7	72	MT	2	10	ОН	30	284	UT	5	73	Total	703	8.065

Source: Wells Fargo internal data, as of December 31, 2018.



¹ WFBNA MPG as of June 1, 2019

² Thomson Reuters SDC, as of December 31, 2018

³ Wells Fargo Internal Data, as of December 31, 2018

4. Does your firm maintain a public finance office or a retail and/or brokerage office in the State of Alabama? If so, please provide the address and phone number for this office and primary contact person.

Wells Fargo maintains a strong retail presence in the State of Alabama. Although Wells Fargo does not maintain a public finance office in the State, our team includes bankers specifically dedicated to covering Alabama issuers. The primary contact for person for the State, along with our presence within it, is detailed in the tables below.

Wells Fargo's Alabama	Presence	Wells Fargo's Alabama Public Finance Contact
	Number of	Jim Perry
Branch	Locations	Managing Director, Head of Southern Region
Banks	114	& Co-Head of National Structured Finance
Mortgage	2	188 E. Capitol Street, Fl. 01
Wells Fargo Advisors	11	Jackson, MS 39201
Total	127	Tel: (601) 503-1053
Source: Wells Fargo internal data, as of	December 31, 2018	

5. Provide no more than three case studies which describe the experience of your assigned professionals with general obligation and public building authority transactions.

Below, we have provided three case studies of innovative structuring and/or marketing techniques that WFS has used to enhance the marketability of long-term obligations. These case studies include a general obligation financing, for which the lead banker (Mr. Perry) is the banker who would work on a Baldwin County, financing; an example of a recent senior managed county GO financing of a size similar to the one contemplated by Baldwin County (executed by the group managed by Mr. Perry); and a public building authority financing (which demonstrates our underwriters' and sales force's familiarity with such credits).

Case Study No. 1

\$52,720,000 **City of Conroe, Texas**

Limited Tax Refunding Bonds, Series 2019 Certificates of Obligation, Series 2019A Certificates of Obligation, Series 2019B Sale Date: November 14, 2019 | Role: Senior Manager

On November 14, 2019, WFS served as Senior Managing Underwriter for the City of Conroe's issuance of its \$9.1 million Series 2019 Limited Tax Refunding Bonds, its \$23.7 million Series 2019A Certificates of Obligation, and its \$19.9 million Series 2019B Certificates of Obligation. The Series 2019 Bonds were a general obligation of the City, and the proceeds were used to refund a portion of the City's outstanding debt. The 2019A Certificates were secured by a dual-pledge of ad valorem taxes and excess revenues from the City's water and sewer system. The proceeds for this issue were used to fund numerous the construction and rehabilitation of roadways, railroad crossings, traffic signals, and public buildings in the City. The 2019B Certificates were likewise backed by a dual-pledge of ad valorem taxes and excess water and sewer revenues, and its proceeds were used for the improvements and renovations of the City's water and sewer system.

During the week of the City's pricing, trade talks continued to dominate headlines and influence investor sentiment. In Congressional testimony, Fed Chair Powell flagged slowing global growth and trade disputes as "ongoing risks," but reiterated his confidence in the Fed's monetary policy



after rates were cut 75bps during the calendar year. Municipal supply saw \$12.6 billion priced during the week and was generally well-received by investors, despite heavy sector issuance.

The Series 2019 Bonds were structured as serials out 12 years, while the Series 2019A and 2019B Certificates were both structured as serials out 20 years. All three series were subject to a 10-year par call. At the start of the order period, the Series 2019 Bonds opened at +21bps MMD in 5year, +34bps MMD in 10year, and +38bps MMD in 12year. Similarly, the Series 2019A and 2019B Certificates opened at +21bps MMD in 5year and +34bps MMD in 10year, but extended to +90bps MMD in 20year. At the end of the order period, the Series 2019, 2019A, and 2019B issuances saw respective subscription levels of 1.5x, 5.0x, and 3.5x. A strong response by investors on the long-dated maturities drove spreads tighter by 1-7bps tighter across 9year through 19year for all three issues. Spreads ended at: +21bps MMD in 5year, +32bps MMD in 10year, and 2019B issuances ended 2.0x, 5.0x, and 3.6x subscribed, respectively, with bond funds and bank portfolios representing the largest blocs of investors.

Case Study No. 2

\$235,840,000

State of Mississippi

Taxable General Obligation Bonds, Series 2019C Sale Date: September 26, 2019 | Role: Senior Manager

On September 26, 2019, WFS served as Senior Managing Underwriter for the State of Mississippi's issuance of its \$235.8 million Series 2019C Taxable General Obligation Bonds. The bonds were secured by the full faith and credit of the State, and the proceeds were used for various capital improvements across the State, as well as to finance economic development projects.

At the time of pricing, politics and turmoil in Washington dominated market sentiment, overshadowing much of the week's economic reports. House Speaker Pelosi announced a formal impeachment inquiry of President Trump after a whistleblower complaint regarding his phone call with the Ukrainian President earlier this summer. Investors took a flight to safety and sent both risk assets and treasury yields lower week-over-week. Municipal supply this week totaled \$8.6 billion and was easily digested regardless of market volatility.

This taxable GO transaction was structured as serials out 13 years and subject to a 10-year par call. The transaction launched on the tighter side of guidance in the 3year through 13year, leaving 1-2years unchanged. Final spreads were: +37.5bps UST in 5year, +57.5 UST in 10year, and +90bps UST in 13year for a premium coupon. The overall book ended 1.9x subscribed with insurance companies, bonds funds, and bank portfolios being the largest investors.

Case Study No. 3

\$39,205,000

Idaho State Building Authority

State Building Refunding Revenue Bonds, Series 2019A Sale Date: November 20, 2019 | Role: Senior Manager

Wells Fargo was appointed in 2017 as sole senior manager to assist the State of Idaho in issuing \$90 million of taxable bonds to finance the construction of two next generation technology facilities known as the Idaho Cybercore Integration Center and the Idaho Collaborative Computing Center. The facilities were financed through the issuance of taxable lease revenue bonds. The



State will lease the facilities to the State Board of Education who will sublease the facilities to the Idaho National Laboratories. A Collaboration Agreement, signed between Idaho National Laboratories and the State Board of Education, will allow Idaho's public colleges and universities to utilize these facilities to further research in the area of cyber security control systems including advanced high performance computation and modeling/simulation. Wells Fargo priced the bonds in April, 2018 and a ribbon-cutting occurred in Sept. 2019. Following the successful pricing of the Series 2018 Bonds, the Building Authority awarded Wells Fargo a sole senior managed appointment to finance a \$35 million new Skilled Nursing Facility that the State Legislature had mandated be built to replace an aging facility in Blackfoot, ID. While working on the financing of the Nursing Facility, Wells Fargo introduced a refunding opportunity to the Building Authority for an outstanding series of variable rate bonds that had been issued previously for Prison Facilities that were hedged with an interest rate swap. Wells Fargo executed a fixed rate refunding of the variable rate prison bonds simultaneously with the issue for the Skilled Nursing Facility and assisted the Authority in unwinding an associated interest rate swap that generated a combined interest rate savings upon execution. Lastly, Wells Fargo presented a taxable advance refunding opportunity to the Building Authority earlier this year and was awarded sole senior manager (the Firm's third consecutive senior managed appointment) to advance refund approximately \$40mm outstanding lease revenue bonds that had been issued previously to finance a State office building in downtown Boise, ID. The Authority welcomed the opportunity to not only generate savings from the taxable refunding but also to convert the bonds to taxable securities to eliminate certain private use issues that were causing problems with the ability to lease existing space in the facility to non-exempt businesses. The financing priced in November 2019 and generated over \$8.2 million of cash flow savings, or nearly 9% PV Savings.

6. Discuss any pending or threatened investigations or litigation by any private or public entity or any lapse or other deficiency in insurance coverage or professional licensure which may impact your firm's ability to serve as underwriter.

Wells Fargo Bank N.A. ("WFBNA") is a subsidiary of Wells Fargo & Company ("WFC"), a corporation organized under the laws of Delaware. WFC's principal office is located in San Francisco, California. As with any large diversified financial services company of its size in the highly-regulated banking and securities field, Wells Fargo Bank, N.A. and Wells Fargo & Company are subject to receiving inquiries and subpoenas from regulators and law enforcement from time to time, as well as being subject to civil litigation. Wells Fargo responds regularly to inquiries and investigations by governmental entities and, as a highly regulated diversified financial institution has in the past entered into settlements of some of those investigations, including those specified below. Except as indicated below, none have resulted in any material restrictions on Wells Fargo's ability to operate its businesses, and none are or have been material to the operation of the businesses.

Wells Fargo Bank, NA Municipal Products Group ("WFBNA MPG"), the party responding to this RFP, is a separately identifiable department of WFBNA and is registered with the Securities and Exchange Commission as a municipal securities dealer, authorized to provide underwriting and investment banking services in connection with municipal securities.

Below is a summary of (i) certain resolved regulatory matters related to WFBNA MPG and WFBNA that are related to municipal securities and (ii) certain matters relating to actions involving municipal entities.



During the fourth guarter of 2011, WFBNA entered into a settlement with various regulators regarding municipal derivatives contracts. Please see the Legal Actions section of WFC's 2011 Annual Report for additional information regarding the municipal derivatives bid practices settlement with the Office of the Comptroller of the Currency, Securities and Exchange Commission, the U.S. Internal Revenue Service, U.S. Department of Justice and a group of state Attorneys General. See press release dated December 8, 2011 at https://www.sec.gov/litigation/litreleases/2011/lr22183.htm.

WFBNA has paid municipal fines in connection with a small number of houses for alleged violations of local housing ordinances, some of which are characterized as misdemeanors.

During the third quarter of 2016, WFBNA entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. See press release dated September 8, 2016 at <u>https://www.wellsfargo.com/about/press/2016/sales-practices-agreements_0908.content</u> (the "2016 Settlement"). WFC entered into a consent order with the Board of Governors of the Federal Reserve System on February 2, 2018, relating to our governance oversight, and compliance and operational risk management program, which relates to prior issues including the 2016 Settlement, and such consent order placed certain limitations on WFC's growth, as described therein. See press release dated February 2, 2018 at <u>https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-commits-satisfying-consent-order-federal</u>

Following the announcement of the 2016 Settlement discussed above, certain state and local governmental bodies and municipal entities have temporarily suspended or removed WFBNA MPG as underwriter from certain of such issuers' municipal underwritings.

On February 2, 2016, WFBNA MPG entered into an agreement with the SEC resulting from a self-report submitted to the SEC by WFBNA MPG pursuant to the SEC's Municipalities Continuing Disclosure Cooperation Initiative ("MCDC") (see https://www.sec.gov/litigation/admin/2016/33-10028.pdf).

On December 26, 2018, WFC was served with a Complaint for a gui tam action pending in San Francisco County, California. State of California, ex rel., Edelweiss Fund, LLC v. JP Morgan Chase & Co., et al., Case No. CGC-14-540777. The California qui tam action alleges Wells Fargo and twelve other remarketing agents conspired to inflate the interest rates on certain tax-exempt bonds issued by public entities called variable rate demand obligations issued by the State of California or its political subdivisions. On February 20, 2019, the City of Philadelphia filed a putative class action against WFBNA and related entities, along with six other banks and their related entities. The City of Philadelphia v. Bank of America Corporation, et al., No. 1:19-cv-01608, U.S.D.C., S.D.N.Y. The plaintiff alleges that the defendants conspired to inflate the interest rates on certain tax-exempt bonds issued by public entities called variable rate demand obligations from February 1, 2008 to June 30, 2016. On March 25, 2019, the City of Baltimore filed a similar putative class action complaint against WFBNA and related entities, along with nine other banks and related entities. Mayor and City Council of Baltimore v. Bank of America Corporation, et al., No. 1:19-cv-02667, U.S.D.C., S.D.N.Y. The City of Baltimore's allegations are substantially similar to the allegations in the City of Philadelphia case. The Philadelphia and Baltimore cases were consolidated and an amended consolidated complaint was filed on May 31, 2019, naming WFBNA and related entities, along with seven other banks and related entities. On or about August 21, 2019, another qui tam action was unsealed in Mercer County, New Jersey. State of New Jersey, ex rel., Edelweiss Fund, LLC v. JP Morgan Chase & Co., et al., Docket No. L.



885-15. The New Jersey qui tam action names Wells Fargo & Co. and four other financial institutions as defendants. The allegations in the New Jersey qui tam action are substantially similar to the California qui tam action.

WFBNA was named as a defendant in an antitrust case filed in the U.S. District Court for the Middle District of Louisiana on October 21, 2019, by the City of Baton Rouge/East Baton Rouge Parish, Consolidated Parish Employees Retirement System and Police Guaranty Fund. No. 3:19cv-00725. The plaintiffs allege that WFBNA and 11 other defendants colluded to keep the bidoffer spreads artificially wide in secondary market trading for Government Sponsored Enterprise bonds, including those issued by Fannie Mae, Freddie Mac, and Federal Home Loan Banks. Please be further advised of the following:

On February 2, 2018, WFC entered into a consent order with the Board of Governors of the Federal Reserve System, relating to governance oversight and the company's compliance and operational risk management program. This consent order does not relate to new matters, but rather to prior issues including the 2016 sales practices matter. For additional information, see the press release at https://newsroom.wf.com/press-release/corporate-and-financial/wellsfargo-commits-satisfying-consent-order-federal

In April 2018, WFC entered into consent orders with the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency that address matters relating to WFC's compliance risk management program and issues regarding certain interest rate-lock extensions on home mortgages and collateral protection insurance placed on certain auto loans. For release at https://newsroom.wf.com/pressadditional information. see the press release/corporate-and-financial/wells-fargo-enters-consent-orders-occ-and-cfpb

In August 2018, WFC announced that it entered into an agreement with the U.S. Department of Justice (DOJ) to resolve a previously disclosed investigation by the DOJ regarding claims related to certain 2005–07 residential mortgage-backed securities activities. For additional information, see the press release at https://newsroom.wf.com/press-release/consumer-lending/wells-fargoreaches-agreement-doj-resolve-legacy-rmbs-claims

On December 28, 2018, WFC entered into a settlement with all 50 state Attorneys General and the District of Columbia regarding previously disclosed retail sales practices, auto collateral protection insurance ("CPI") and Guaranteed Asset/Auto Protection ("GAP"), and mortgage See press release dated December 28, 2018 at interest rate lock matters. https://newsroom.wf.com/press-release/community-banking-and-small-business/wells-fargoreaches-agreement-state-attorneys.

In addition, hyperlinks to Wells Fargo & Company's public filings are provided below for disclosure regarding other litigation and regulatory matters related to Wells Fargo & Company and its subsidiaries.

Copies of the (i) Legal Proceedings sections from Wells Fargo & Company recent public filings and (ii) certain of Wells Fargo & Company's regulatory filings are available via the internet link below: https://www.wellsfargo.com/invest_relations/filings

Wells Fargo & Company Annual Report Link:

https://www.wellsfargo.com/invest_relations/annual



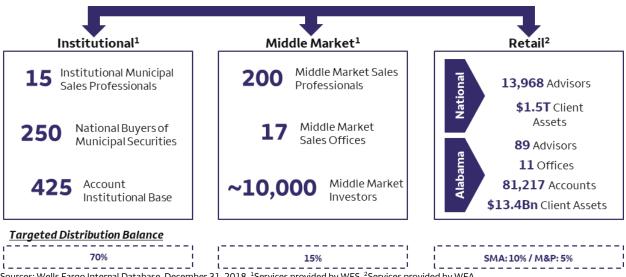
7. Has any municipal finance professional or associated person within your firm made or directed any political contributions, provided things of value, or provided financial advice to the extent it would be disqualified, under current laws, rules, and regulations, from acting as underwriter of the bonds?

To the best of our knowledge and based on reasonable due diligence, we are not aware that any municipal finance professional or associated person within WFBNA MPG made or directed any political contributions, provided things of value, or provided financial advice to the extent WFBNA MPG would be disqualified, under current laws, rules, and regulations, from acting as underwriter of the bonds. Gifts, entertainment and political contributions provided to any Baldwin County employees are subject to the compliance pre-clearance process (i.e., Global Pre-clearance System) of WFBNA MPG which is administered to the best of our knowledge in accordance with applicable laws and regulations.

8. Please provide any other information the County should consider when assessing your firm's ability to serve as underwriter.

As it relates to municipal underwritings, Wells Fargo and its predecessors have been underwriting municipal bonds for over 40 years. Through acquisitions and a focused dedication to the municipal market, the Firm has grown in size and stature to our current position as one of the most active underwriters of municipal bonds in the United States. Since the start of 2013, Wells Fargo has served as senior or sole managing underwriter on 1,834 bond issues nationally with an aggregate par amount of more than \$143.8 billion.³

Distribution Capabilities. Wells Fargo will utilize its diverse distribution network to distribute the County's bond offerings to three different tax-exempt (and taxable, if applicable) investor groups: institutional, middle market, and retail.



Sources: Wells Fargo Internal Database, December 31, 2018. ¹Services provided by WFS. ²Services provided by WFA.

Among Wells Fargo's differentiating factors is an ability to reach middle market investors. Our middle-market distribution channel represents a sales force of approximately 200 professionals located around the country, which cover around 10,000 "Tier 2" and "Tier 3" investors (e.g., small



³ Thomson Reuters SDC. Represents negotiated and competitive issues; January 1, 2013 – November 20, 2019 (true economics to book runner).

Middle

corporations, insurance companies, trust departments, specialty funds, regional banks, and local money managers). Many of these sales professionals work in the same locations as our institutional and syndicate teams, leading to effective collaboration. Additionally, Will Illingworth, Vice President in Municipal Syndicate, has a special focus on connecting with middle market sales professionals on all Wells Fargo transactions.

These accounts are less price-sensitive than the typical institutional investors due to their smaller size and their general "buy-and-hold" nature. More importantly, these accounts are generally not covered by all investment banks as Wells Fargo has grown these relationships from its legacy regional banking coverage; thus, many of these relationships are considered exclusive to Wells Fargo. Additionally, our Firm has a three-person middle market specialist team on the trading desk that is dedicated to providing liquidity to these buyers. This coverage gives these investors the confidence to participate in transactions where Wells Fargo is serving as a senior manager because they trust that they will be allocated bonds after doing their credit work and that there will be a secondary market for the bonds after the sale, if needed.

Our focus on this market enables us to secure priority orders from these accounts, which are often overlooked or not covered by most underwriters. As a Senior Manager, we will be able to best utilize this distribution channel on behalf of the County. As noted in the nearby graphic, we have been able to bring new investors to credits for which we senior managed, as we did for Birdville ISD, UMBA, and Carnegie Mellon.

ts	Who Are They?	Why Do They Matter?			#New
e	Corporations, insurance companies,	 Less price sensitive vs. institutional 	Client	Deal	Investors
rke	trust departments, specialty funds,	 Buy-and-hold strategy 	Birdville ISD	2019	1
1a	local money managers, non-profits and governments	 Higher interest in the 11-20 year range relative to institutional and retail investors 	UMBA	2019-1	30
2	and governments	Diversifies investor base	Carnegie Mellon	2019A	16

Source: Wells Fargo Internal Database, December 31, 2018. Wells Fargo Senior Managed Transactions

The table below highlights select transactions on which Wells Fargo served as co-manager, yet secured priority orders and allotments, increasing demand for our clients' bonds, which further demonstrates our strength in reaching investors that are not covered by other underwriters.

	Par Amt*			Orders (\$000)			
Sale Date	Issuer	(\$000s)	Liability	Priority	Total	Orders	(\$000s)
9/10/2019	Mississippi Home Corporation	65,325	15.00%	5,000	47,130	72.15%	1,820
8/22/2019	City of Houston	493,315	16.00%	15,000	167,680	33.99%	21,410
8/22/2019	City of Charlotte	58,750	50.00%	10,000	42,230	71.88%	8,300
8/12/2019	City of Odessa	81,000	20.00%	15,300	32,770	40.46%	1,220
7/24/2019	Vermont Edu. and Health Buildings Financing Agency	49,840	25.00%	35,680	35,705	71.64%	3,600
7/10/2019	New York City Municipal Water Finance Authority	450,000	3.00%	10,000	55,880	12.42%	2,130
7/10/2019	New Caney Independent School District	59,230	25.00%	8,000	23,000	38.83%	2,250
6/26/2019	North Carolina Medical Care Commission	306,985	7.50%	8,350	33,350	10.86%	4,500
5/15/2019	Allegheny County Hospital Development Authority	726,650	10.00%	6,600	98,050	13.49%	595
4/24/2019	Connecticut Housing Finance Authority	86,995	2.00%	5,000	23,095	26.55%	10
3/27/2019	State of Oregon	56,235	5.00%	21,740	56,395	100.28%	4,650
3/06/2019	State of Oregon	100,610	5.00%	16,770	37,190	36.96%	1,500
2/13/2019	State of Oregon	466,355	2.50%	20,000	20,350	4.36%	3,150
1/23/2019	Lake Travis Independent School District	92,705	15.00%	6,720	22,950	24.76%	6,720
1/17/2019	Salado Independent School District	46,180	20.00%	7,990	18,390	39.82%	7,890
1/15/2019	Birdville Independent School District	157,635	17.50%	10,400	42,765	27.13%	8,770



BALDWIN COUNTY, ALABAMA



RESPONSE TO REQUEST FOR PROPOSALS

DUE DATE: NOVEMBER 22, 2019

RAYMOND JAMES®

Matt Adams 2900 Highway 280 Birmingham, Alabama 35223 (205) 802-4275 Matt.Adams@RaymondJames.com Tim James 7460 Halcyon Pointe Drive Montgomery, Alabama 36117 (334) 213 4110 Tim.James@RaymondJames.com Brad Green 2900 Highway 280 Birmingham, Alabama 35223 (205) 802-4274 Brad.Green@RaymondJames.com

RAYMOND JAMES®

November 22, 2019

Ronald Cink Budget Director Baldwin County, AL 322 Courthouse Square Bay Minette, AL 36507 rcink@baldwincountyal.gov Reid Cavnar Managing Director Stifel 2660 Eastchase Lane, Suite 400 Montgomery, AL 36117 cavnarr@stifel.com Ken Funderburk Managing Director Stifel 2660 Eastchase Lane, Suite 400 Montgomery, AL 36117 funderburkk@stifel.com

Dear Mr. Cink, Mr. Cavnar, and Mr. Funderburk,

On behalf of Raymond James & Associates, Inc. ("Raymond James") or (the "Firm"), we are pleased to submit our response to Baldwin County's (the "County") Request for Proposals for Underwriting Services.

Our experience, capital base, and our ability to distribute bonds/warrants gives us a unique advantage against the firms that we compete against.

Our firm is extremely familiar with serving issuers in Alabama (the "State"). Over the last 10 years we are the largest underwriter of Alabama debt (underwriting 272 transactions with a par of over \$6 billion). We have senior managed over \$426 million in Alabama general obligation credits since the beginning of 2017, which is the largest of any underwriter in Alabama and accounts for about 19% of the general obligation bond issuance in the State during that time. Also, as a Firm, we have extensive experience structuring and bringing lease/appropriation transactions to market. Since 2017, Raymond James has served in some underwriting capacity on 116 such transactions for a total par amount of over \$14 billion. We believe our exposure to lease/appropriation credits provides us with an added advantage in developing a marketing plan for the proposed issue that would educate prospective investors on Baldwin County's robust underlying credit strength in order to attract the broadest base of investors possible to the transaction.

Raymond James currently has nearly \$6.5 billion in equity capital, including over \$1 billion in excess net capital. This financial strength allows our firm to underwrite bonds. It is one thing to have the ability and quite another to have the willingness to use the capital for the benefit of our clients. In Appendix A, you will find a listing of recent underwritings where Raymond James has used its capital to support the issuance process by underwriting balances of bonds. We will aggressively price and support the County's debt by committing capital to the transaction as needed with the goal of achieving the lowest interest rate possible for the County.

In addition, our sales force is tailor made to cover each segment of potential investors in the County's warrants. Raymond James covers the largest institutional investors with 23 dedicated municipal group salesmen. 160 fixed income generalists cover smaller institutions, Alabama banks, insurance companies and other lower tier investors. Our 8,239 retail advisors with over \$667 billion in assets under management cover retail investors, which account for about 44% of municipal bonds investors.

Finally, our Fairhope and Orange Beach offices, which employ 6 associates, give us a local presence in Baldwin County and provide us with a vested interest in making sure that the County's financings are executed in a flawless manner.

Thank you very much for the opportunity to respond to this RFP. We look forward to serving the County by developing and executing creative financing ideas to help you accomplish your goals.

Respectfully submitted,

Matt Alara

Matt Adams Managing Director (205) 802-4275

Tim Jour

Tim James Senior Vice President (334) 213-4110

Gred Moren

Brad Green Senior Vice President (205) 802-4274

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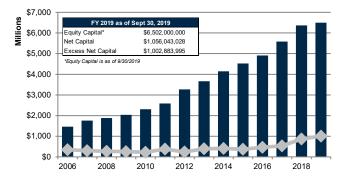
Appendix A: Alabama Bonds Underwritten

Appendix B: Resumes

1. Describe the firm's net capital position and its underwriting ability and willingness to underwrite bonds.

Underwriting Capacity. Raymond James remains well-capitalized and continues to grow with approximately

\$6.5 billion in equity capital. As public finance and municipal bond underwriting make up a significant portion of Raymond James' business, we have the ability to allocate a large portion of our excess net capital towards these practices. Our excess net capital is \$1.0 billion, allowing us to underwrite an estimated \$14.3 billion in municipal bonds at any one time. This strong capital base allows the Firm to be an aggressive underwriter and enables us to effectively serve clients like the County.



Willingness to Underwrite. Our willingness to prudently commit capital toward the underwriting of transactions in unfavorable market conditions is a testament to our dedication to public finance clients and the municipal bond industry. We have underwritten bonds on several issues over the past couple of years. A summary of these transactions can be found in Appendix A.

Our process concerning our decision of whether to underwrite bonds begins with going to market with spreads and a coupon structure that we believe represent a fair price for a particular issue when incorporating a multitude of criteria including credit quality, block sizes, competing supply, market tone, syndicate price views, and preliminary conversations with investors. If short term movements in the market cause demand to move away materially from the levels where we initially set the pricing, we are willing to take down the bonds to ensure a fair price for our clients.

Examples of Raymond James' Capital Commitment in Alabama. Raymond James consistently puts its commitment to municipal clients to the test by standing ready to prudently commit its capital on every deal it underwrites, no matter the size. As a leading municipal investment banking firm, Raymond James has been in the position of senior managing numerous transactions where our liability was significant. To the extent that there are a reasonable amount of unsold bonds at the end of the order period, our underwriting desk makes an underwriting commitment to ensure a successful pricing. Raymond James' underwriting and investment banking team will make every effort possible to fully communicate to the County and the other members of the underwriting team the status of the bond sale and any potential decisions regarding underwriting unsold balances. In the table below, we provide a sampling of issues where Raymond James has recently committed capital to underwrite unsold balances for numerous transactions in the state of Alabama. A full list of transactions that have occurred in Alabama since 2015 where the Firm has underwritten bonds is included in Appendix A.

			Par Amount	Amount	% of Par
Sale Date	Issuer	State	(\$000)	Underwritten (\$000)	Underwritten
10/29/19	City of Jacksonville, AL	AL	10,975	1,745	16%
05/01/19	Scottsboro	AL	4,170	760	18%
01/08/19	County Board of Education of Cherokee County	AL	15,055	1,755	12%
11/08/18	City of Saraland	AL	10,335	1,195	12%
10/25/18	City of Boaz	AL	2,035	650	32%
10/10/18	Tarrant City Board of Education	AL	2,215	350	16%
07/17/18	Birmingham Jefferson Civic Center Authority	AL	48,805	13,800	28%
05/15/18	Fort Payne	AL	44,200	7,570	17%
04/03/18	Jasper Waterworks and Sewer Board, Inc.	AL	10,615	1,265	12%
03/22/18	Tarrant City Board of Education	AL	4,180	425	10%
01/17/18	City of Heflin	AL	2,130	490	23%

2. Discuss your proposed transaction team which would be assigned to serve as underwriter to the County. Be specific regarding the person(s) who would have primary and/or day-to-day responsibility for directing your firm's efforts. Provide a resume for each individual assigned to the County's service including their title, address, phone, and e-mail.

Financing Team. In order to provide the County with our firm's full commitment and the highest level of service possible, Raymond James uses a team approach in our public finance engagements. Our finance team consists of bankers, underwriters and professionals that have expertise in different aspects of debt financing. In Alabama specifically, the team assigned to the County's financings has senior managed more transactions when measured by par amount than any other underwriter over the past 10 years. This demonstrates that our team based structure has consistently proven to be the most effective in meeting our clients' needs and providing them with the maximum access to the full range of talents and expertise available from Raymond James.

Raymond James	Title	Role	Address	Location	Experience	Phone	Email
Banking Team							@raymondjames.con
Matt Adams	Managing Director	Lead Banker	2900 Highway 280, Suite 100	Birmingham, AL 35223	17 Years	205.802.4275	matt.adams
Tim James	Senior Vice President	Supporting Banker	7460 Halcyon Pointe Drive	Montgomery, AL	7 Years	334.213.4110	tim.james
Kent Boyd	Senior Vice President	Quantitative Analyst	2900 Highway 280, Suite 100	Birmingham, AL 35223	30 Years	205.874.4367	kent.boyd
Brad Green	Senior Vice President	Supporting Banker	2900 Highway 280, Suite 100	Birmingham, AL 35223	10 Years	205.802.4274	brad.green
Underwriting							
Jock Wright	Managing Director	Large Issuer Underwriting	535 Madison Ave., Suite 1000	New York, NY 10022	25 Years	212.909.4047	jock.wright
Stephen Scott	Managing Director	Alabama Underwriting	3050 Peachtree Road, N.W., Suite 702	Atlanta, GA 30305	35 Years	404.240.6811	stephen.scott
Credit Research							
Lindsay Wilhelm	Senior Vice President	Credit Research	535 Madison Ave., Suite 1000	New York, NY 10022	8 Years	212.909.4042	lindsay.wilhelm

Matt Adams will be the individual at Raymond James with primary responsibility for the execution of the transaction and will coordinate Raymond James' resources to complete the proposed financing in a timely and effective manner. Mr. Adams has the experience necessary to lead successful underwritings for the County. In recent years, he has served as lead banker on several successful large deals in Alabama including a \$338 million Jefferson County transaction, a \$256 million Birmingham-Jefferson Civic Center transaction, and a \$69 million City of Mobile transaction. In addition, Mr. Adams serves as financial advisor to several Alabama issuers including the University of Alabama and also served as underwriter for the University's only Public Building Authority transaction. This provides additional knowledge and insight into how to best serve the County in the role of underwriter on its proposed financings. Located in Birmingham, Mr. Adams can make himself available with short notice and intends to make the County's financings a top priority. **Tim James** will provide banking support services and will utilize his experience serving issuers in the County to advise on the specifics of transaction. **Kent Boyd** will provide deal oversight and analytical support. **Brad Green** will provide back-up banking and analytical support for the transactions. All members of the Raymond James' team will be deeply involved in the financing and will make themselves available for meetings and conference calls. We will ensure that all resources necessary to execute the transactions will be made available to the County.

Additionally, the banking group is supported by a team of underwriters and specialists with a wide range of experience and expertise. **Jock Wright**, one of our large issue underwriting specialists, will manage the marketing, sale, and pricing of the warrant issues and has the ability to commit our Firm's capital. Mr. Wright has underwritten the majority of the Firm's large senior managed credits. Mr. Wright will be joined in the underwriting efforts by **Steve Scott.** Mr. Scott has been Raymond James' primary underwriter for Alabama issues for over 15 years, and has developed a deep understanding of the intricacies of Alabama's credits and retail investors. Our underwriting team looks forward to applying the knowledge they have gained in their extensive experience to providing the County with the lowest attainable cost of borrowing.

Lindsay Wilhelm, a former ratings analyst, will provide insightful desk-based credit analysis and be available to speak with prospective investors as needed. She will also assist in determining the appropriate approach to various credit features and to the rating agencies. To the extent needed, other individuals within Raymond James will also be available to the County's financing team.

A brief bio and contact information for each member of the deal team can be found in **Appendix B.**

3. Provide number of full-time employees dedicated to municipal bond sales.

Raymond James Public Finance Department. Raymond James' Public Finance investment banking practice consists of 174 professionals in 36 locations throughout the country. Our powerful municipal distribution platform consists of 458 institutional fixed income sales, trading, support, and underwriting professionals. Raymond James also has 8,239 financial advisors in the U.S. serving 3 million accounts with total client assets

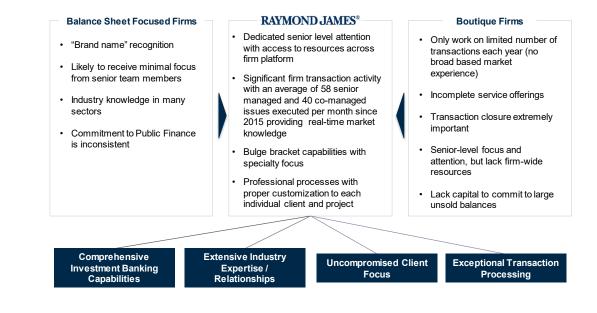
of over \$667 billion. The Firm's institutional distribution network includes a 23 member dedicated institutional municipal sales force that is one of the largest in the country and 160 fixed income generalists who cover small and medium sized institutions. Our commitment to municipal finance, underwriting, and trading has never been stronger and is an important aspect of the Firm.

Contrary to numerous firms retrenching their respective municipal bond efforts due to



industry conditions, Raymond James is prudently and proactively growing its public finance department. Raymond James' fixed income team is currently staffed with professionals dedicated solely to municipal finance, encompassing the full spectrum of investment banking, advisory, trading, underwriting, institutional sales, and research for these product lines. The continued growth in this area of the Firm clearly demonstrates Raymond James' commitment to its fixed income clients.

Raymond James strives to be a leading fixed income capital markets franchise in municipal sales and trading with a focus on middle market depository clients and other institutional investors. Raymond James' philosophy combines the full service capabilities of large investments banks and the attention of boutiques to offer clients the best possible focus and execution as detailed in the graphic below.



4. Does your firm maintain a public finance office or a retail and/or brokerage office in the State of Alabama? If so, please provide the address and phone number for this office and primary contact person.

Alabama Presence. The state of Alabama is vital to Raymond James' public finance practice, and our dedication to Alabama is reflective of that.

In 2018, the 305 individuals that the Firm employs in Alabama had a combined payroll of approximately \$44 million. These employees work at 44 offices located in 26 cities across the state. The cities of Montgomery and Birmingham are home to two of the Firm's public finance locations (depicted on the map to the right).

Our public finance offices' centralized locations allow us cover all regions of the State. The firm is heavily invested in the State as our clients in Alabama make up a significant portion of both our public finance and combined Firm's business. Therefore, it's essential that we continue to maintain and develop our relationships with various issuers across Alabama. In order to effectively accomplish this, it's important that we are able to meet in person with our current and prospective clients on short notice, and broad based presence in the State allows us to do so. Contact information for Matt Adams, our primary point of contact in the State can be found in the business



card below. If additional office address and phone number information is necessary, please let us know, and we'd be happy to provide it.



Finally, as increased issuance starts to lead to investor saturation, especially among larger Tier 1 buyers, we continue to place an increased reliance on our local retail network as a medium for placing bonds/warrants in the hands of retail investors and smaller, local institutional firms. In the State, we manage over 76,000 retail accounts with a total assets under management of over \$15 billion. Several of these accounts are based in the Baldwin County area. These investor's funds are managed by our advisors based in the Fairhope and Orange Beach offices in the County. This local investor base makes for a receptive market to focus our initial marketing efforts in order to cultivate competition in our pricings. Having one of the largest retail presences in the State serves as a differentiating factor among our competitors, and has allowed us to continue to effectively execute transactions in the State as the tide of issuance begins to rise in this ongoing low rate environment.

5. Provide no more than three (3) case studies which describe the experience of your assigned professionals with general obligation and public building authority transactions.

The members assigned to the financing team for the County's proposed transactions have experience serving an array of issuers of various credit types, we feel confident that we can leverage this experience to achieve successful execution on both of the County's proposed issues. In addition, the Firm as a whole has served as senior manager on several lease/appropriation secured credits. Our underwriters' and sales teams are familiar with distributing issues of this security type, and over the years have established relationships with investor accounts that are likely to participate in these offerings. On the following pages, we have provided 3 case studies, 2 are for recent general obligation issues that we have senior managed in the State, while the last one is a lease/appropriation issue. We believe these case studies highlight the breadth of our experience and our ability to lead both of the County's proposed issues.



Mobile County, Alabama General Obligation Warrants \$17,220,000 Series 2019

On March 20, 2019, Raymond James served as senior manager for Mobile County, Alabama's General Obligation Warrants, Series 2019. Raymond James has extensive experience serving as underwriter for issuers located in Mobile County, having served as senior manager on a total of 46 transactions for a total par amount of over \$1 billion for these issuers. Mobile County itself is also a long term client of the Firms. Previously, Raymond James has senior managed the County's Series 2002A, Series 2002B, Series 2012A, Series 2012B, Series 2012C, Series 2014A, Series 2014B, Series 2015, and Series 2017. In order to maintain this longstanding relationship, the Firm provided regular updates on refinancing opportunities as well as trends in the overall municipal market.

In January, the County and its financial advisor distributed a request for proposals for underwriting services for the purpose of obtaining an underwriter to bring its proposed new money warrants to market. The warrants were to be issued in order to provide funds for various capital projects that were a part of the County's overall long-term capital improvement plan. The firm highlighted our long tenure of serving the County and successfully bringing both its issues as well as other similar G.O. issues in the state to market to win the RFP.

The transactional process was expedited as the issuer and financial advisor were eager to lock in the low cost of borrowing offered by the municipal market that had been trending lower in recent months. Raymond James was given about a month to review offering documents, advise on the structuring of the transaction, and develop a marketing plan to attract a broad base of buyers to the underwriting.

Leading up to pricing, the financing team ensured an early posting of the POS, which allowed investors to familiarize themselves with the transaction well before pricing day. In addition, our sales team made targeted calls to investors who had participated in the County's previous offerings in order to generate initial traction for the offering. Based on these interactions, the Firm was able to convince the County's financial advisor to allow the incorporation of sub 5% coupons on the short end of the structure in an attempt to appeal to smaller institutional investors.

On the day of pricing, the Firm's underwriting desk went to market with an aggressive scale that was based on comparable transactions as well as how the County's debt was trading in the secondary market. Due to the Firm's efforts and an accommodative market, a strong and diverse investor base consisting of 26 different buyers including Alabama retail, investment managers, bank/trusts, and pension funds across the maturity spectrum participated in the financing, resulting in a total of \$62,235,000 orders which equated to an oversubscription of 3.6x. The large oversubscription allowed the Firm to lower the client's cost of borrowing by up to 6 bps in oversubscribed maturities.



\$138,175,000 Jefferson County, AL \$111,360,000 General Obligation Refunding Warrants, Series 2018-A \$26,815,000 General Obligation Refunding Warrants (Delayed Delivery), Series 2018-B

Background

On the southern extension of the Appalachian Mountains, Jefferson County (pop. 660,367) is Alabama's most populous county and the principal center of finance, trade, manufacturing, transportation, health care and education in the State. Originally based on steel production, the area's economy has diversified as healthcare, banking and professional services emerged to become leading industries. Heavy industry also continues to be a key ingredient with Mercedes-Benz, Honda and Hyundai all operating major automotive assembly facilities within an 85-mile radius of the County, plus several automotive suppliers in the area.

The County emerged from Chapter 9 bankruptcy on December 3, 2013.

Transaction

The Series 2018 Warrants refunded certain general obligation debt issued in 2003, 2004, and 2013 as well as lease payments under a 2006 agreement with The Jefferson County Public Building Authority. The Series 2018-A Warrants closed May 31, 2018, and the Series 2018-B warrants were sold for delayed delivery on September 17, 2018, to fall within 90 days of the December 3 call date on the refunded 2013 debt. Raymond James (book) was Co-Senior with Stifel on the transaction. Citigroup, Securities Capital, Piper and Drexel were co-managers. PRAG (New York) and Terminus were co-financial advisors. The 2018 Warrants were rated "AA-" by S&P and Fitch and "A3" by Moody's.

The Warrants experienced strong investor demand during the order period. The County was seeking to sell \$138 million of debt. The Warrants offered did not contain any new money for the County, nor did they extend the final maturity of debt being refunded. Overall the County received \$809 million in orders for the Warrants from many different types of investors including retail investors, separately managed accounts, institutional money managers, bond funds, insurance companies and hedge funds.

Results

The Series 2018-A Warrants carried a True Interest Cost ("TIC") of 2.60% and the Series 2018-B Warrants carried a TIC of 2.49%. The strong demand allowed the County to lower the TIC on the combined 2018 Warrants to 2.59% during the pricing period. The Jefferson County Commission saved \$14.24 million or \$12.35 million on a present value basis in interest costs by refunding existing debt of the County at a lower interest cost.

Together with the Limited Obligation Refunding Warrants, Series 2017, the two transactions represent a significant financial improvement and an important step towards achieving the County Commission's goals for Jefferson County.

\$100,460,000



The Public Educational Building Authority of the City of Tuscaloosa Student Housing Revenue Bonds Ridgecrest Student Housing, LLC University of Alabama Ridgecrest Residential Project), Series 2008

The financing team served as senior manager on the Public Educational Building Authority of the City of Tuscaloosa's Student Housing Revenue Bonds, Series 2008 in December of 2008. The bonds were issued to provide funds for the construction and furnishing of a 1,593 student housing facility to provide accommodations for the University of Alabama's burgeoning student body. The new facility was named the Ridgecrest Residential Community. The community is comprised of two separate housing communities: the Ridgecrest North Community (629 beds) and the Ridgecrest South Community (960 beds & a 950 car parking garage).

The University's previous student housing projects had been funded by bond issues that were secured by the University's general revenues. However, the University's general revenues are finite. In order to optimize the usage of the University's resources, the financing team proposed a unique structure that would allow the Ridgecrest Student Housing Project to be self-sustaining, removing the need for the University to commit its general revenues to the project, helping to maintain the University's borrowing capacity for academic and athletically oriented projects that would likely have a more substantial impact on the overall educational experience that the University seeks to provide its students.

The structure consisted of the establishment of the Public Education Building Authority of the City of Tuscaloosa (PEBA) as a conduit issuer for the sole purpose of serving as a conduit issuer for bonds to finance projects to be used by the University of Alabama. The PEBA and Ridgecrest Student Housing, LLC entered into an agreement whereby the LLC would make lease payments in an amount great enough to pay the principal and interest on the bonds. The lease payments were made from revenues generated through room rentals to students.

What made the structure relatively unique was the fact that the University itself agreed to manage the student housing facilities for a small management fee, allowing the new Ridgecrest community to be operated in the same manner as all existing, University owned student housing facilities. This level of involvement helped to ensure an A- rating from S&P, an attractive rating relative to other similar student housing financings. This creative structure allowed the project to be completed at a reasonable all-in-borrowing cost.

The Series 2008 Bonds were issued in a time of great uncertainty. Fixed income markets were in turmoil. The "great recession" was beginning and many events rocked the financial markets during 2008. Consumer confidence fell to its lowest point since 1980, the auction rate market collapsed, over a one month period the variable rate market saw rate spikes to approximately 8%, and credit spreads (the interest rate percentage above the market an investor demands at different credit levels) widened to the highest point in recent history. Some of the world's largest financial firms collapsed. The result was that a number of offerings were pulled or failed to be marketed in late 2008.

Though the market environment was volatile, financing team was able to achieve a very successful pricing for the PEBA's issue. In total, the firm was able to generate over \$107 million orders on the \$100 million financing. The orders themselves came from a diverse set of investors. Of the orders Morgan Keegan brought to the transaction, nearly 48% were placed by retail investors. This was a direct result of Morgan Keegan and the University's aggressive premarketing efforts that consisted of reaching out to alumni, a presentation by Dr. Robert Witt to retail brokers in the state, and mass newspaper and email advertising through the University Alumni association.

We're confident that the substantial retail participation in the transaction, coupled with the broad base of small to midsize institutional accounts that placed orders, led to an attractive cost of borrowing relative to what could have been achieved by any competing firm.

Alabama Public Building Authority Experience. Members of the financing team have additional experience structuring lease revenue transactions for issuers in Alabama. The tombstones below provide a sampling of these issues. We're confident that through the expertise in lease/appropriation transactions the financing team has garnered through the management of these and other issues, we'll be able to provide value added ideas and advice on the structuring specifics of the County's proposed PBA issue.



Lease/Appropriation Experience in Alabama

6. Discuss any pending or threatened investigations or litigation by any private or public entity or any lapse or other deficiency in insurance coverage or professional licensure which may impact your firm's ability to serve as underwriter.

In the normal course of business, Raymond James is subject to routine regulatory investigations. Raymond James cooperates fully with all regulatory requests. For a discussion of resolved disciplinary matters involving Raymond James and Morgan Keegan we would direct your attention to the Form BD, copies of which will be provided upon request. For a discussion of material regulatory investigations and litigation, please refer to Raymond James' website at https://raymondjames.com/publicfinance/rfp_pass_login.asp with the password of PublicFinance. To the best of our knowledge, there are no regulatory matters or litigation pending that would jeopardize our Firm's ability to perform the requested services contemplated in this RFP.

Has any municipal finance professional or associated person within your firm made or 7. directed any political contributions, provided things of value, or provided financial advice to the extent it would be disqualified, under current laws, rules, and regulations, from acting as underwriter of the bonds?

To our knowledge, no political contributions, gifts, or financial advice that would disqualify the Firm from serving as underwriter on the prospective warrants have been provided.

8. Please provide any other information the County should consider when assessing your firm's ability to serve as underwriter.

Some of the factors we believe differentiate the Firm from our competitors are our value added marketing and distribution strategies, our long term commitment to serving issuers in the state of Alabama, and our array of experience underwriting various types of lease appropriation transactions across the country. These factors are discussed in additional detail in the paragraphs that follow.

Value Added Marketing & Distribution. Simply put, the better Raymond James can distribute the County's warrants, the lower the interest rate the County will achieve on its debt offering. Raymond James has a comprehensive distribution network that sells bonds/warrants to all sizes and classes of investors. The Firm differentiates itself from other top tier firms by focusing on retail and middle market institutional investors in our primary market distribution strategy. The typical bulge bracket distribution strategy focuses strictly on the largest market participants, preventing issuers from benefiting from the increased competition for warrants that can be generated by a broader marketing effort.

Raymond James' strategy best suits issuers like the County by providing access to the primary market for those middle market investors who may prefer a more advantageous coupon structure or be willing to accept a lower yield in the primary market since they are used to buying warrants that have been marked up in the secondary market by various intermediaries. These investors are often buy-and-hold investors, which helps the County in knowing its warrants are not going to be flipped at the end of the underwriting period.

Successful outreach to retail investors and middle market accounts can also attract additional institutional accounts to the sale, or induce these investors to purchase the County's debt at more competitive rates. As proof of the success of this strategy, we have provided the table below showing that Raymond James-led

syndicates provide significantly more distribution to investors. The table below shows the average number of institutional accounts allotted bonds by deal size, and it proves that our unique marketing and sales strategy provides significant benefit to our clients. By expanding the universe of available buyers, Raymond James can help the County realize the best value for its pricing.

	Raymond James*	Competitor Firms **
Par Amount	Avg #Inst Accts	Avg #Inst Accts
>\$100M	42.6	37.3
>\$75M	32.1	21.3
>\$50M	28.3	19.7
>\$25M	22.3	15.8
>\$10M	15.5	11.5
Under \$10M	9.4	7.6
Overall Averages	24.39	19.43

*RJ info based on Allotment information from IPREO of RJ-Led syndicate deals from 2015-2017 ** Competitor info based on 255 Groupnet settlement letters (2016-Jan2018 where RJ was co-manager)

Following our establishment of interest among retail and middle market investors, Raymond James also targets larger institutions that have a high probability of participating in the offering. In order to find these institutions, we primarily focus on top holders of similar credit types. The tables below page illustrate the top 20 bondholders of Alabama lease/appropriation debt with ratings greater than Aa3/AA- as well as top holders of Alabama general obligation debt.

Top 20 Holders of AL Lease/Appropriation Bonds		Top 20 Holders of AL General Obligation Debt	
Firm	Amount (in \$000s)	Firm	(in \$000s)
Franklin Resources	29,205	Vanguard Group	259,899
Invesco LTD	25,790	Blackrock	125,857
Oppenheimer Holdings Inc.	20,000	Wells Fargo & Company	122,885
Federated Investors Inc.	15,250	Fmr Llc	94,750
Jpmorgan Chase & Co.	10,765	Capital Group Companies Inc	83,595
Legg Mason	10,390	Tennessee Farmers Group	54,215
Bank Of Montreal	9,650	Invesco Ltd	43,116
Tennessee Farmers Group	5,100	Jpmorgan Chase & Co	40,938
Securian Asset Management Inc.	4,455	Berkshire Hathaway Inc	38,946
New York Life Group	3,650	Securian Asset Management Inc	37,055
Charles Schwab Corporation	3,040	Franklin Resources	35,315
Dupree Investment Advisers	2,625	Northern Trust Corporation	32,424
Transamerica Investment Services	2,010	Auto Owners Group	30,175
Goldman Sachs Group Inc.	1,955	Alliance Bernstein	28,530
Allstate Investments LLC	1,950	Berkley Dean & Co Inc	26,555
First Trust	1,725	State Farm Mutual Auto Insurance	26,138
Sun Life Financial Inc.	1,665	State Street Corp	24,148
Ambac Assurance Corp.	1,533	Allstate Investments Llc	23,825
Blackrock	1,485	Tiaa-Cref	23,796
Disciplined Growth Investors LLC.	1,175	Dimensional Fund Advisors Lp	22,785

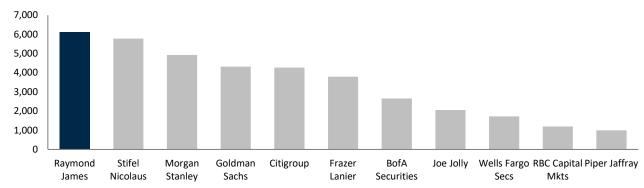
Source: eMAXX as of November 19, 2019

The charts on the previous page highlight in blue those investors that are found in both categories. As underwriter, we would look to "return to the well" and target these investors that have shown previous interest in the offerings of issuer's like the County. Further, we would look to expand the base of buyers by attracting investors who are not presently active purchasers of lease/appropriation or general obligation debt in Alabama in order to foster competition among investors of various sizes for the opportunity to purchase the County's proposed warrant issues. We believe this strategy to be the most effective approach in lowering the cost of funds for our clients.

Alabama Specific Expertise. Raymond James has completed 16 senior managed, negotiated transactions in Alabama over the last 12 months totaling a par amount of over \$243 million. Please note, these transactions do not include transactions where Raymond James served as financial advisor or as co-manager.

Sale			Amount	
Date	Issuer	State	(\$ mils)	Lead Manager
10/30/19	City of Irondale	AL	12.670	Raymond James
10/29/19	City of Jacksonville	AL	10.975	Raymond James
10/23/19	Oneonta BOE	AL	7.905	Raymond James
10/17/19	Centreville Water Works	AL	3.045	Raymond James
10/16/19	City of Scotts boro	AL	5.265	Raymond James
07/25/19	Douglas Water Authority	AL	9.885	Raymond James
05/22/19	UAB Medicine Finance Authority	AL	103.385	Raymond James
05/01/19	Scottsboro Indus Dev Board	AL	2.470	Raymond James
05/01/19	City of Scotts boro	AL	4.200	Raymond James
03/20/19	Mobile County	AL	17.220	Raymond James
03/12/19	DeKalb County Board of Education	AL	7.490	Raymond James
01/31/19	Northeast Alabama Water, Sewer & Fire	AL	6.410	Raymond James
01/23/19	Stevenson Utilities Board	AL	2.995	Raymond James
01/16/19	City of Chelsea	AL	9.250	Raymond James
01/08/19	Cherokee County BOE	AL	15.060	Raymond James
11/29/18	City of Mobile	AL	24.350	Raymond James

A longer view of our history in Alabama shows the depth of our experience in the state. From 2009 to present, Raymond James lead all underwriters in par amount senior managed in Alabama. During this ten year period, Raymond James senior managed 272 Alabama bond issues for a total par value of over \$6.1 billion, proving our commitment to providing Alabama issuers with the highest level of service. The chart below shows the top eleven firms by par amount in Alabama over the last ten years.

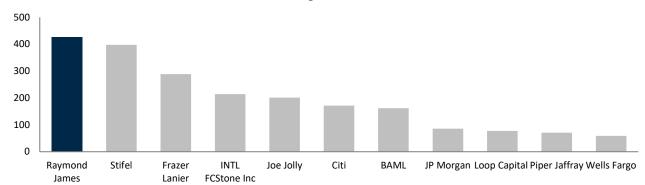


Alabama Par Amount Underwritten Since 2009

General Obligation Focus in Alabama. From 2017 to present, we have senior managed 21 general obligation transactions in Alabama for a total par of about \$425 million. In aggregate, we senior managed nearly 19% of the total par amount of general obligation transactions issued in the State since the beginning of 2017, making us the top underwriter of general obligation credits in Alabama over that time horizon. Because of this exposure, we are extremely familiar with the legal environment and the credit issues of general obligation

Baldwin County, Alabama

financings in the State. This provides Raymond James with an added advantage when quarterbacking these types of issues.



Alabama General Obligation Par Amount Underwritten Since 2017

Firmwide Lease/Appropriation Experience. As a firm, Raymond James has extensive experience bringing lease/appropriation backed credits to market. Since 2016, the Firm has

served in some underwriting capacity on 155 lease/appropriation secured issues for a total combined par amount of nearly \$19 billion. This experience has allowed us to develop

Raymond James Lease/Approp. Underwriting Experience (2016-Present)						
	Se	nior	Co-M	Co-Managed		nbined
Year	# of Issues	Par Amount (\$ mils)	# of Issues	Par Amount (\$ mils)	# of Issues	Par Amount (\$ mils)
2019*	19	465	15	2,103	34	2,567
2018	22	1,092	14	4,323	36	5,414
2017	18	948	28	5,501	46	6,449
2016	14	562	25	3,853	39	4,415
Total	73	\$ 3,067	82	\$ 15,779	155	\$ 18,846

procedures for managing each step of the transactional process for this credit type. First, we would coordinate with the financial advisor to ensure that the structure of the financing optimizes the amount of proceeds the County can obtain given its budgetary restrictions. Second, we would lean on our exposure to lease/appropriation issues in our assistance in the drafting and reviewing of the legal documents. Third, we would work with our internal credit team as well as the financial advisor to prepare a rating presentation that highlights the County's stellar credit quality. We have several templates of previous lease/appropriation rating presentations at our disposal that we can tailor to communicate the County's specific credit merits in order to accomplish this goal. Lastly, bonds issued to finance correctional facilities or jails are often penalized by investors due to the negative connotation of the bond's intended purpose. As a part of our marketing strategy, we would look to decouple the warrants intended purpose from the strength of the issue's underlying credit by preparing an investor presentation and modifying language in the offering documents if the County so chooses. The tombstones below provide a sampling of our Firm's recent lease/appropriation experience.

Raymond James Senior Managed Lease/Appropriation Experience



DISCLAIMER

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

Raymond James shall have no liability, contingent or otherwise, to the recipient hereof or to any third party, or any responsibility whatsoever, for the accuracy, correctness, timeliness, reliability or completeness of the data or formulae provided herein or for the performance of or any other aspect of the materials, structures and strategies presented herein. Raymond James is neither acting as your financial advisor nor Municipal Advisor (as defined in Section 15B of the Exchange Act of 1934, as amended), and expressly disclaims any fiduciary duty to you in connection with the subject matter of this Proposal.

Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires that we make the following disclosure to you at the earliest stages of our relationship, as underwriter, with respect to an issue of municipal securities: the underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the issuer and it has financial and other interests that differ from those of the issuer.

Raymond James does not provide accounting, tax or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or legal counsel.

Raymond James and affiliates, and officers, directors and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.

This Proposal is not a binding commitment, obligation, or undertaking of Raymond James. No obligation or liability with respect to any issuance or purchase of any Bonds or other securities described herein shall exist, nor shall any representations be deemed made, nor any reliance on any communications regarding the subject matter hereof be reasonable or justified unless and until (1) all necessary Raymond James, rating agency or other third party approvals, as applicable, shall have been obtained, including, without limitation, any required Raymond James senior management and credit committee approvals, (2) all of the terms and conditions of the documents pertaining to the subject transaction are agreed to by the parties thereto as evidenced by the execution and delivery of all such documents by all such parties, and (3) all conditions hereafter established by Raymond James for closing of the transaction have been satisfied in our sole discretion. Until execution

and delivery of all such definitive agreements, all parties shall have the absolute right to amend this Proposal and/or terminate all negotiations for any reason without liability therefor.

APPENDIX A

Alabama Bonds Underwritten

	Sale Date
	10/30/19 City of Irondale
_	10/29/19 City of Jacksonville, AL
J3	10/23/19 Oneonta City Board of Educa
Baldwin County, Alabama	07/25/19 Douglas Water Authority
eC	05/01/19 Scottsboro
a	03/20/19 Mobile County
7	03/12/19 DeKalb County Board of Edu
	01/30/19 Northeast Alabama Water, S
>	01/15/19 City of Chelsea
Ę	01/08/19 County Board of Education o
5	11/08/18 City of Saraland
Q	11/06/18 Talladega County Board of Ed
0	10/25/18 City of Boaz
2.	10/10/18 Tarrant City Board of Educati
3	07/17/18 Birmingham Jefferson Civic
ð	07/17/18 Birmingham Jefferson Civic
ē	07/17/18 Birmingham Jefferson Civic
ä	05/22/18 City of Boaz
	05/15/18 Fort Payne
	04/03/18 Jasper Waterworks and Sew
	03/22/18 Tarrant City Board of Educati
	02/15/18 Troy University
	02/07/18 Board of Education of Blount
	01/30/18 Northeast Morgan County W
	01/17/18 City of Heflin
	12/05/17 City of Margaret
	11/15/17 City of Mobile
	09/26/17 Northeast Alabama Water, S
	09/13/17 Talladega County Board of Ed
	08/30/17 Talladega
	08/29/17 City of Pell

			Par Amount	Amount	% of Par
Sale Date	Issuer	State	(\$000)	Underwritten (\$000)	Underwritten
	City of Irondale	AL	12,670	475	4%
	City of Jacksonville, AL	AL	10,975	1,745	16%
	Oneonta City Board of Education	AL	7,905	190	2%
	Douglas Water Authority	AL	9,885	935	9%
	Scottsboro	AL	4,170	760	18%
	Mobile County	AL	17,220		0%
	DeKalb County Board of Education	AL	7,490	570	8%
	Northeast Alabama Water, Sewer & Fire Protection District	AL	6,405	340	5%
	City of Chelsea	AL	9,250	590	6%
	County Board of Education of Cherokee County	AL	15,055	1,755	12% 12%
	City of Saraland Talladega County Board of Education	AL	10,335	1,195	6%
	City of Boaz	AL AL	10,280 2,035	610 650	32%
	Tarrant City Board of Education	AL	2,035	350	16%
	Birmingham Jefferson Civic Center Authority	AL	48,805	13,800	28%
	Birmingham Jefferson Civic Center Authority	AL	17,810	915	5%
	Birmingham Jefferson Civic Center Authority	AL	79,570	1,335	2%
	City of Boaz	AL	12,275	1,355	9%
	Fort Payne	AL	44,200	7,570	17%
	Jasper Waterworks and Sewer Board, Inc.	AL	44,200	1,265	17%
	Tarrant City Board of Education	AL	4,180	425	12%
	Troy University	AL	25,000	1,210	5%
	Board of Education of Blount County	AL	14,245		8%
	Northeast Morgan County Water and Sewer Authority	AL	5,765	1,160 255	4%
	City of Heflin	AL	2,130	490	23%
	City of Margaret	AL	2,130	295	10%
	City of Mobile	AL		1,350	2%
	Northeast Alabama Water, Sewer & Fire Protection District	AL	57,705 5,160	905	18%
	Talladega County Board of Education	AL	19,765	2,290	12%
	Talladega	AL	1,320	2,290	20%
	City of Pell	AL	8,045	100	1%
	County Board of Education of Cherokee County	AL	14,570	6,000	41%
	Opelika Utilities Board	AL	23,380	1,425	6%
	Pine Bluff Water Authority	AL	1,650	810	49%
	University of South Alabama	AL	38,105	695	2%
	City of Jasper	AL	10,980	1,460	13%
	Opelika Utilities Board	AL	27,265	900	3%
	Talladega	AL	3,120	715	23%
	UAB Health System	AL	180,355	1,750	1%
	Talladega County Board of Education	AL	19,965	830	4%
	City of Tarrant	AL	1,880	620	33%
	St Clair County Board of Education	AL	5,060	445	9%
	City of Mobile	AL	69,040	6,720	10%
	Dekalb County Emergency Communications District	AL	6,215	2,025	33%
	The Electric Power Board of the City of Scottsboro	AL	7,685	1,045	14%
	Dale County Board of Education	AL	11,485	1,850	16%
	City of Huntsville	AL	10,425	610	6%
	UAB Health System	AL	302,530	7,500	2%
	City of Lincoln, Alabama	AL	1,110	730	66%
	City of Lincoln, Alabama	AL	6,685	315	5%
	Northeast Morgan County Water and Sewer Authority	AL	6,250	1,525	24%
	Marshall County	AL	11,890	1,525	0%
	Scottsboro	AL	2,760	655	24%
	Walnut Hill Water Authority	AL	4,510	950	21%
	Randolph County Health Care Authority	AL	21,160	3,140	15%
	County Board of Education of Shelby County	AL	36,700	500	1%
	Talladega County Emergency Management Communication D		2,680	100	4%
	Talladega County Board of Education	AL	12,465	1,635	13%
	Dekalb-Jackson Cooperative District	AL	19,545	3,690	19%
			±3,343	5,050	1370

Sale Date	lanuar	State	Par Amount (\$000)	Amount
	Issuer Fort Payne	State AL	(\$000) 7,395	Underwritten (\$000) 560
	Calhoun County Board of Education	AL	51,410	6,110
	Satsuma City Board of Education	AL	1,900	180
01/27/16		AL	2,505	775
	Northeast Alabama Water, Sewer & Fire Protection District	AL	9,995	605
	Mountain Brook City Board of Education	AL	4,650	200
	Cleburne County	AL	5,940	170
	City of Irondale	AL	21,025	2,155
	City of Irondale	AL	3,915	1,215
	St. Clair County	AL	9,860	1,040
	St Clair County Board of Education	AL	9,815	55
	City of Rainsville	AL	1,500	510
	Satsuma City Board of Education	AL	2,940	1,660
	Lawrence County Board of Education	AL	10,985	2,330
	City of Jasper	AL	4,780	160
	City of Moulton	AL	2,305	930
	DCH Health Care Authority	AL	28,095	4,615
	City of Odenville	AL	2,210	355
05/19/15	,	AL	5,595	150
05/06/15	City of Pell	AL	26,400	5,890
	Alabama Public School and College Authority	AL	128,020	19,315
04/08/15	Odenville Utilities Board	AL	6,150	845
03/31/15	City of Huntsville	AL	8,185	5,180
	Birmingham Water Works and Sewer Board	AL	175,965	12,945
	Talladega	AL	2,760	85
03/19/15	Talladega	AL	4,700	950
02/26/15	The Utilities Board of the City of Cullman	AL	42,110	1,980
02/10/15	Cherokee County	AL	4,130	750
01/22/15	Northeast Alabama Water, Sewer & Fire Protection District	AL	5,655	615
	Delducin County Decard of Education	A 1	02 500	CE0

01/14/15 Baldwin County Board of Education

01/08/15 Springville

% of Par Underwritten

8% 12%

9%

31%

6%

4%

3% 10%

31%

11%

1%

34%

56%

21%

3%

40%

16% 16%

3% 22%

15% 14%

63%

7% 3%

20%

5%

18%

11%

1%

59%

650

2,050

83,500

3,495

AL

AL

APPENDIX B Resumes

Banking Team

MATT ADAMS Managing Director Public Finance

RAYMOND JAMES®

T 205.802.4275 2900 Highway 280, Suite 100 Birmingham, AL 35223 matt.adams@raymondjames.com www.raymondjames.com **Matt Adams, Managing Director** – Mr. Adams is Managing Director of the Alabama Public Finance Group at Raymond James. Mr. Adams joined the company in 2002 as a public finance analyst. In his current role Mr. Adams works to raise capital for various clients through the bond market through an underwriting or municipal advisor role. Over the last 16 years Mr. Adams has extensive experience with Alabama issuers in a variety of financings including serving as Book-Running Manager to Jefferson County on its recent Series 2017 \$339 million Limited Obligation

offering and to the City of Mobile on its Series 2017 A&B \$69 million General Obligation issue. In addition, he has senior managed issues in excess of \$100 million for various Alabama issuers including the state of Alabama, the Alabama Public School & College Authority, the University of Alabama, the City of Birmingham, Birmingham Water, the City of Huntsville and Huntsville Utilities. He has served as municipal advisor to Jefferson County BOE on public offerings and private placements in excess of \$175 million. He has served as municipal advisor to the University of Alabama since 2004, where he oversees their capital improvement plan and assisted the University in issuing over \$1.2 billion.

Mr. Adams is a native of Jasper, Alabama and a product of their public school system. He graduated cum laude from Union University with a BSBA in Economics and Finance. He also graduated with a Master's in Business Administration from Vanderbilt University.

KENT BOYD

Senior Vice President Public Finance

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2900 Highway 280, Suite 100 Birmingham, AL 35223 kent.boyd@raymondjames.com www.raymondjames.com **Kent Boyd, Senior Vice President** – Mr. Boyd joined Raymond James in 2007 as the senior quantitative analyst in the Birmingham office. Crafting public finance solutions since 1984, he helps issuers achieve financial goals by matching needs and constraints with investor preferences and market opportunities. Mr. Boyd draws on over 30 years of public finance experience including escrow verification, arbitrage rebate, financial advisory, and investment banking. In this time he has closed over \$20,000,000,000 in transactions, including general

obligation, tax pledge, annual appropriation, and revenue financings; fixed, variable and synthetic fixed rates; tax-exempt, taxable, AMT and bank-qualified; SIFMA, LIBOR and hybrid swaps and swaptions; regular and forward delivery transactions; new money, current and advance refundings. Mr. Boyd entered escrow verification in 1984, where he soon became a primary resource for sorting out intricate transactions and Federal tax questions. While most verifiers strictly 'checked the numbers', Mr. Boyd actively advocated for borrowers, improving multiple issuer outcomes by \$50,000 or more, and on other occasions identifying and resolving legal pitfalls before they could become fatal. Mr. Boyd joined a financial advisory firm in 1995 and a regional underwriter in 2001, where he assisted clients with the state's first Tax Increment Financing; employing a little-used tax rule to save \$1,000,000 in rebate liability; monetizing a \$300 million municipal utility to fund school improvements; a bond call model to save ratepayers \$2,000,000 per year; and a successful lobbying effort to preserve state tax-exemption for a municipal SPE. Well known for his analytical skills, Mr. Boyd has also provided leadership and support on substantive tax-exempt matters to three former Presidents of the National Association of Bond Lawyers and the former Chairman of the ABA's Tax-Exempt Subcommittee. Mr. Boyd holds a B.S. in management from the Georgia Institute of Technology.

BRAD GREEN Senior Vice President Public Finance

RAYMOND JAMES®

T 205.802.4274 2900 Highway 280, Suite 100 Birmingham, AL 35223 Brad.green@raymondjames.com www.raymondjames.com **Brad Green, Vice President**– Mr. Green is a Vice President in the Birmingham Public Finance Group at Raymond James. Mr. Green has been with the company since 2009 and assists clients throughout the entire process of issuing bonds. He helps in the preparation of financial models and projections that are specially designed for each engagement, monitors the refunding potential of existing issues and assists in the closing of bond transactions. Mr. Green received his B.S. in Finance from the College of Commerce and

Business Administration at The University of Alabama where he graduated Magna Cum Laude.

Underwriting

JOCK WRIGHT Managing Director Public Finance

RAYMOND JAMES[®]

T 212.909.4047 535 Madison Avenue, Suite 1000 New York, New York jock.wright@raymondjames.com www.raymondjames.com Jock Wright, Managing Director – Mr. Wright is a Managing Director on the municipal underwriting desk of Raymond James' Fixed Income Banking Department. He joined Raymond James in 2006 after 10 years with State Street Bank in Boston where he served as head of municipal trading and underwriting. With 20 years of municipal industry experience, Mr. Wright serves as one of the Firm's primary underwriters of tax-exempt debt and has long-running experience underwriting some of the firm's largest issues. Over the past several

years, Mr. Wright has underwritten every tax-exempt, Alabama transaction with a par amount greater than \$25 million that Raymond James has brought to market. Mr. Wright holds a B.S. in Finance from Babson College and maintains NASD Series 7 and Series 63 licenses.

STEPHEN SCOT Managing Direc Public Finance	•
T 404.240.6811	3050 Peachtree Road, N.W., Suite 702 Atlanta, Georgia 30305 stephen.scott@raymondjames.com <u>www.raymondjames.com</u>

Steve Scott, Managing Director – Joined Raymond James in April 2012 following the firm's acquisition of Morgan Keegan. Mr. Scott began his career in the finance industry in 1982 with J.C. Bradford & Co. in Nashville, Tennessee. His 35-year career as an underwriter provides our clients with one of the most respected and experienced underwriters in the industry. Mr. Scott manages Raymond James' regional trading and municipal bond desk in Atlanta, Georgia. He is responsible for providing secondary market

trading and underwriting support for five states – the Carolinas, Georgia, Florida, and Alabama. As manager of the region, he is responsible for the pricing and distribution of new issues. Mr. Scott is a graduate of Clemson University, where he earned a Bachelor of Science degree. He currently holds the Series 7, Series 52, Series 53, and Series 63 licenses.

Credit Research

LINDSAY WILHELM Senior Vice President Public Finance		
	RAYMOND JAMES®	
T 212.909.4042	535 Madison Avenue, 10 th Floor New York, New York 10022	
	lindsay.wilhelm@raymondjames.com www.raymondjames.com	

Lindsay Wilhelm, Senior Vice President – Joined Raymond James in 2015 as a Senior Vice President in the firm's Municipal Credit Group. Prior to Raymond James, Ms. Wilhelm was a Director at Standard & Poor's in their U.S. Public Finance group where she covered local government credits (and was the primary credit analyst for New York City), including several issuers throughout South Carolina. She also has experience in the public sector, with the New York City Economic Development Corp., and in tax consulting with Ernst & Young LLP in Chicago. Ms. Wilhelm holds a B.B.A with a concentration in Accounting and Finance from the Stephen M. Ross School of Business at the University of Michigan - Ann Arbor, and a M.P.P. from the University of Chicago's Harris School. She currently holds Series 52 and Series 63 securities licenses

BALDWIN COUNTY, ALABAMA



RESPONSE TO REQUEST FOR STATEMENT OF QUALIFICATIONS UNDERWRITING SERVICES

PROPOSED GENERAL OBLIGATION WARRANTS SERIES 2019

Piper Jaffray

Walter D. Lewis Managing Director (205) 414-7511 walter.d.lewis@pjc.com

MINNEAPOLIS | BIRMINGHAM | ATLANTA | MEMPHIS | NASHVILLE | CHARLOTTE | NEW YORK

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November 22, 2019

Mr. Ronald Cink
County Administrator
Baldwin County, Alabama
322 Courthouse Square
Bay Minette, Alabama 36507
rcink@baldwincountyal.gov

Mr. Reid Cavnar STIFEL 2660 Eastchase Lane Suite 400 Montgomery, Alabama 36117 CavnarR@stifel.com

Mr. Ken Funderburk STIFEL 2660 Eastchase Lane Suite 400 Montgomery, Alabama 36117 FunderburkK@stifel.com

Dear Mr. Cink, Mr. Cavnar and Mr. Funderburk:

On behalf of Piper Jaffray & Co., thank you for the opportunity to respond to Baldwin County's (the "County") request for qualifications for bond underwriting services for the County's upcoming General Obligation Warrants Issue and the Public Building Authority Revenue Warrants ("the Warrants" or "the Issue").

Piper Jaffray & Co. is a regionally-based full service investment banking firm that has been providing financial services to a wide variety of clients since 1895. Piper Jaffray prides itself on offering its Alabama clients local financing expertise supported by a national platform. Providing investment banking services to municipal issuers has been an important part of Piper Jaffray's business and is a major focus for the firm's future. Below are some of the key advantages of working with Piper Jaffray.

- Regional Firm with strong Public Finance focus and commitment Piper Jaffray has a unique position among underwriting firms we are a large, well established and well capitalized regional firm. In 2018, Piper Jaffray ranked #2 nationally by number of issues in negotiated underwritings and private placements while serving as Senior/Sole Manager on 438 transactions totaling \$11.7 billion in par amount. From 2014 to 2018, Piper Jaffray served as Senior or Sole Managing underwriter on 4,048 transactions for a total par amount of over \$85 billion. This extensive experience demonstrates our ability to reach a wide buyer based and achieve the lowest cost of capital for the County.
- Local Presence and Expertise Piper Jaffray is committed to serving issuers throughout the state of Alabama. Walter Lewis, the proposed Lead Banker, has 26 years of experience serving issuers in the state and is supported by an experienced banking analytical team in Memphis, Tennessee. Since 2013, Piper Jaffray has served as Underwriter or Placement Agent on 61 transactions for a total par amount of \$2.6 billion in Alabama, 47 of which were as Senior/Sole Manager for a par amount of \$1 Billion. Additionally, since starting in Alabama Public Finance in 1992 and prior to joining Piper Jaffray, Walter Lewis served as Investment Banker on over \$18 billion in financings in Alabama.
- Extensive Distribution Capabilities The banking team is supported by a top caliber underwriting, sales, and distribution team which stretches from California to Minneapolis to the Southeast to New York City. Piper Jaffray's fixed income sales effort

PiperJaffray.

is structured to provide comprehensive coverage of every tier of municipal investor. The firm's 139-person institutional sales force enables Piper Jaffray to provide the County access to virtually every investor sector including Alabama retail buyers, major institutional buyers of Alabama municipal bonds and small/medium sized institutional investors.

- Direct Placement Experience & Capabilities Piper Jaffray is one of only a few investment banks with a Loan Placement Group focused exclusively on direct placements maintaining relationships with a national network of over 2,000 banks/lenders. Since 2012, Piper Jaffray has completed over 1,000 private placements for a total par amount of \$13.3 billion; in 2018 alone Piper successfully executed 122 private placement transactions totaling \$1.04 billion. We are one of only a handful of "super-regional" firms that boasts capabilities and expertise on par with national firms.
- Strong Continuing Commitment to Municipal Finance –Piper Jaffray has committed to growing its municipal effort while many of its competitors have been forced to scale back or exit the municipal market completely. The firm has added 35 bankers, 82 salespersons and 16 underwriter/traders and opened new municipal offices around the country, including Alabama, since 2011. Public Finance and municipal underwriting have historically represented 30% of our firm's staffing resources. Our organizational structure ensures that all levels of management are committed to providing the staff and financial resources needed to effectively serve our clients, including committing capital to underwrite bonds. In October of 2015 Piper acquired BMO Capital Markets GKST, Inc., a broker dealer subsidiary of BMO Financial Group. This acquisition further strengthens and adds scale to Piper's fixed income sales and trading business by adding approximately 40 personnel to our middle market sales staff.

For the reasons described above, we feel that Piper Jaffray is uniquely positioned and completely capable of assisting the County in accessing the lowest cost of financing with the best structure possible in the marketplace. We look forward to the opportunity to serve the County as Underwriter on its upcoming transaction. If we can provide additional information or assistance, please do not hesitate to contact us.

Sincerely, Walts D. Jensi

Walter D. Lewis Managing Director 205.414.7511 <u>Walter.D.Lewis@pjc.com</u>

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Appendices

- A. PJC Alabama Underwriting ExperienceB. PJC Select General Obligation Underwriting Experience



I. Capital Position and Willingness to Underwrite

Describe the firm's net capital position and its underwriting ability and willingness to underwrite bonds.

Piper Jaffray Capital Position

Piper Jaffray has no debt in its capital structure. The firm's uncommitted excess net capital as of September 30, 2019 was \$178 million. Our underwriting desk has standing authority to take down \$100 million worth of bonds in a single transaction and may commit more on a per-transaction basis with management approval. Additionally, our theoretical limitation on underwriting liability is \$2.55 billion. Detailed capital numbers are in the table below.

	9/30/2019	9/30/2018	12/31/2017
Total Capital	\$696,741,000	\$700,211,000	\$693,332,000
Equity Capital	696,741,000	700,211,000	693,332,000
Net Capital	179,887,000	199,000,000	137,617,000
Uncommitted Excess Net Capital Source: Piper Jaffray, September 30, 2019	178,887,000	198,000,000	136,617,000

Piper Jaffray Willingness to Commit Capital

Piper Jaffray utilizes a significant amount of its capital for the municipal business. Unlike banks and Wall Street firms with a wide variety of business lines that are capital-dependent, our only focus is on three business lines: fixed income, equity capital markets and asset management. Piper Jaffray has significant underwriting capacity for municipal issues. Piper maintains average daily inventory of approximately \$500 million of long-term municipal bonds. We consistently use our capital to assure that our clients' transactions are fairly priced and to deliver the lowest possible cost of capital. Below is a summary of Piper's demonstrated willingness to underwrite unsold balances to support its clients' transactions.

Year	# of Transactions	Par Amount	Underwriting Commitment	% Underwritten
2019 Totals:	540	\$11,125,008,307	\$ 932,242,637	8.38%
2018 Totals:	427	\$11,811,368,693	\$1,400,847,834	11.86%
2017 Totals:	541	\$14,493,333,989	\$1,455,669,000	10.04%
2016 Totals:	722	\$17,050,407, 517	\$2,099,057,786	12.31%
2015 Totals:	692	\$13,684,201,361	\$1,973,570,395	14.42%

II. Piper Jaffray Financing Team

Discuss your proposed transaction team which would be assigned to serve as underwriter to the County. Be specific regarding the person(s) who would have primary and/or day-to-day responsibility for directing your firm's efforts. Provide a resume for each individual assigned to the County's service including their title, address, phone, and e-mail.

Professionals

Piper Jaffray brings a variety of individuals with significant experience in various sectors of the municipal finance industry. The proposed project team will be led by Walter Lewis as lead banker, who will manage the transaction and will interface with County regarding events related to the transaction. Mr. Lewis has 26 years of experience and is responsible for over \$18 billion in financings for Alabama issuers. Mr. Lewis will be supported by Jonathan McCoy and Mary Kathryn Phillips out of Piper Jaffray's Memphis office. Stephen Cavalier, the Head of Municipal Trading at Piper Jaffray, will lead the underwriting and sales effort at time of pricing for Piper Jaffray. Mr. Cavalier will be available as needed. Each individual and other personnel as necessary will be made available to the County over the course of the transaction. A brief description of each persons role, more detailed resumes, and professional certifications are included below.

PROJECT TEAM		
Walter Lewis Managing Director (205) 414-7511 walter.d.lewis@pjc.com 2100 Southbridge Pkwy, Suite 650 Birmingham, AL 35209	 Project Manager, 26 Years of Experience Coordinate all Piper Jaffray resources Develop/implement financing plan Negotiate terms of the financing Rating/ credit enhancement presentations 	Daily Basis
Jonathan McCoy Vice President (901) 302-1643 jonathan.b.mccoy@pjc.com 3400 Player's Club Pkwy, Ste. 150 Memphis, TN 38125	 Quantitative Analysis, 9 Years of Experience Banking and Analytical expertise Provide banking advice on financing plan Assist with Transaction Execution Quantitative and credit analytical support 	Daily Basis
Mary Kathryn Phillips Analyst (901) 302-1647 mary.k.phillips@pjc.com 3400 Player's Club Pkwy, Suite 150 Memphis, TN 38125	 Quantitative Analysis, 9 Years of Experience Banking and Analytical expertise Provide banking advice on financing plan Assist with Transaction Execution Quantitative and credit analytical support 	Daily Basis
Stephen Cavalier Managing Director (612) 303-8235 stephen.a.cavalier@pjc.com 800 Nicollet Mall, Ste. 1000 Minneapolis, MN 55402	 Lead Underwriter, 27 Years of Experience General transaction processing assistance Develop/implement financing plan Transaction Execution support 	As Needed



Walter Lewis - Managing Director, Alabama Public Finance: Walter D. Lewis joined Piper Jaffray in 2015 as Managing Director in Public Finance in Alabama. After playing football at the University of Alabama and a 2 year stint in the NFL, Mr. Lewis entered the securities industry in 1992 with the Public Finance department of Compass Bank. While at Compass Bank he developed his technical skill in structuring municipal financings in approximately 33 transactions totaling over \$500 Million. In 1996, Mr. Lewis joined Gardnyr Michael Capital, Inc. as a Senior Vice President responsible for marketing and public finance activities in Mississippi, Florida, and Alabama. Since that point, he has managed over \$17 Billion in municipal underwritings. While at Benchmark Securities from 2012 to 2015, LLC, Mr. Lewis was responsible for \$220,775,000 in sole managed transactions and \$270,220,000 in comanaged transactions. Since joining Piper Jaffray as Managing Director, Mr. Lewis has served as lead banker on 36 Senior/ Sole Managed transactions for a total par amount of \$550,500,000 and as Lead Banker for Piper on 15 Co-Managed transactions for a total par amount of \$1.7 billion. Mr. Lewis has a B.S in Electrical Engineering from the University of Alabama and holds a Municipal Advisor Series 50 License, Municipal Securities Principal Series 53 License, and a Uniform Securities Agent Series 63 License.

Jonathan McCoy – Vice President: Mr. McCoy, a Mobile native, joined Piper Jaffray in 2011 and heads the Southeast's analytics. He provides banking and senior analytical support for an array of clients including states, cities, counties, school districts and other local government issuers. His experience includes debt structure and refunding analysis, cash flow modeling, financial analysis of local governments, project finance and interest rate derivative analysis. Prior to joining Piper, Mr. McCoy gained 2 years' experience as an analyst in public finance. Mr. McCoy has a Bachelor of Arts degree in Business and Economics from Rhodes College. He holds a General Securities Registered Representatives Series 7 License and Uniform Securities Agent Series 63 License.

Mary Phillips - Analyst: Mary Kathryn Phillips is an investment banking analyst in the Memphis, Tennessee office and has been with Piper Jaffray & Co. since June 2017. Phillips's responsibilities include financial modeling and refunding analysis, market research, bond sale preparation and pricing, as well as other support functions for the Southeast's senior bankers. Phillips graduated cum laude from the University of Mississippi in May 2017 with a Bachelor of Science degree in Integrated Marketing and Communications and Business Administration.

Stephen Cavalier – Managing Director/ Head of Municipal Underwriting and Trading: Mr. Cavalier is a Managing Director of Municipal Underwriting and Trading based in Minneapolis, MN. He is currently a senior underwriter for both negotiated and competitive issues. Mr. Cavalier has over twenty years of experience in the municipal markets. Mr. Cavalier has served as an institutional trader and underwriter throughout his career which began at Gruntal & Co. in San Francisco, CA. He moved to Kemper Securities as a Regional Manager in 1992 and proceeded to join Seattle Northwest Securities as a Senior Institutional Trader before coming to Piper Jaffray in 2003. He graduated from Santa Clara University in 1987 with a BSC in Finance.



III. Municipal Bond Sales - Employees

Provide number of full-time employees dedicated to municipal bond sales.

Piper Jaffray maintains a sales force of 106 full time individuals plus 28 traders and 9 underwriters in 22 different offices. Below is a more detailed description of our underwriting, distribution, and sales capabilities.

UNDERWRITING DISTRIBUTION OVERVIEW

- One of the nation's largest institutional sales forces, covering large, mid-market and small institutions;
- A comprehensive retail distribution network including deep relationships of asset managers and registered investment advisors; and
- The capital and willingness to underwrite unsold balances.

Piper Jaffray's marketing and sales approach for every transaction we underwrite is to place bonds in the hands of investors at the lowest interest cost. Obtaining the lowest interest rates for our clients is a function of identifying the active buyers of each type of security and maturity offered to target the widest universe of investors possible. Piper Jaffray's industry leading national distribution network reaches both institutional and retail accounts across the country, ensuring the County's financings are effectively marketed to a deep investor audience and our underwriters are able to price bonds aggressively and achieve the lowest cost of financing.

Piper Jaffray consistently ranks as one of the nation's leading municipal underwriters in terms of number of issues brought to market, having senior managed over 4,048 municipal bond offerings from 2014 - 2018 representing more than \$85 billion in par value. Our regionally based team of 9 underwriters, with desks in Minneapolis, New York, Portland and San Francisco, are in the market every day participating in transactions from under \$1 million to over \$1 billion, both negotiated and competitive, in every market sector. As a result, Piper Jaffray is able to provide our issuer clients up-to-the moment, regionally and sector focused, insight to market trends. In addition to our extensive underwriting capabilities, the firm maintains trading desks in Baltimore, Charlotte, Chicago, El Segundo, Lincoln, Milwaukee, Minneapolis, New York, Red Bank and Seattle staffed with a total of 28 traders. Our geographically oriented trading desks provide excellent access to the primary and secondary bond market within the regions we serve. The traders are responsible for assuring that we have an adequate supply of bonds to meet the needs of our investor clients as well as maintaining a secondary market for the bonds of each of our issuing clients.

As Piper Jaffray prices over 400 new long-term issues each year and perennially ranks in the top ten underwriters nationally based on the number of issues sole or senior managed, it is essential to have an effective distribution system and be able to adapt to the rapid changes that occur in the market. Piper Jaffray focusses a significant amount of resources on our sales



orientation and distribution capabilities by doing the following:

- Maintaining deep relationships with traditional buyers;
- Continually expanding coverage of alternative buyers;
- Enhancing our focus on mid-tier money managers and high net worth wrap accounts for retail investors.

INSTITUTIONAL INVESTOR SALES CAPABILITY

Piper Jaffray's underwriting effort is supported by a 106 member institutional sales force, one of the largest in the industry, located in 22 offices across the U.S., including Minneapolis, Chicago, New York, San Francisco, Kansas City, Denver and St. Louis. Such broad regional coverage allows us to develop deep relationships with accounts unsurpassed by other industry firms. We believe our presence in regional markets is one way we broaden the investor base for the District's bonds, and is a key competitive advantage of working with Piper Jaffray.

Another competitive advantage of working with Piper Jaffray is our ability to broaden the investor base by reaching not only Tier 1 institutions, but Tier 2 and Tier 3 institutions as well. Piper Jaffray's dedicated staff of 27 salespeople provides extensive coverage of the top 250 Tier I institutional investors, the largest most recognizable firms that manage multi-billions of dollars in assets. These accounts typically focus on liquidity, more familiar names and larger block sizes (\$1+ million per maturity) and are commonly the focal point of our larger competitors. As Tier 1 accounts often provide anchor orders to help distribute larger transactions, our strong relationships and daily interaction with these buyers ensure maximum exposure for each transaction we underwrite.

While Piper Jaffray recognizes the importance of Tier 1 investors to a transaction, we believe it is equally important to stimulate demand from the more than 3,000 Tier 2 and Tier 3 investors in order to provide balanced distribution and broaden demand to achieve the lowest borrowing cost for the District. Piper Jaffray maintains a complimentary 85 member sales team focused on building strong relationships with Tier 2 and Tier 3 institutional investors, as well as smaller regional institutional investors, community banks, and money mangement firms serving individual investors ("professional retail"). Piper Jaffray's middle market sales focus provides a distinct marketing advantage over other members of the underwriting syndicate because the size of our sales force and its deep footprint throughout the U.S. allows us to reach investors not given the same attention by other firms.



Sales

The fixed income sales team consists of 106 sales people in 22 locations who specialize in selling municipal bonds to large, national institutional investors. This sales group covers Tier I institutions (defined by Wall Street as top 100 accounts), investment funds of all types, insurance companies, large banks and trust departments, and money managers. The institutional ability of Piper Jaffray to distribute municipal bonds is unsurpassed within our region and exceeds many national firms. Our sales force is among the nation's largest and provides us with the capability to sell a wide variety of taxable and other specialized fixed-income products, in addition to our traditional municipal bond business.

Trading

Piper Jaffray has 28 traders located in Baltimore, Charlotte, Chicago, El Segundo, Lincoln, Milwaukee, Minneapolis, New York, Red Bank, and Seattle. In 2018, these traders completed 411 negotiated and competitive sole or senior managed municipal bond issues *(Source: Thomson Reuters)*. Our traders are committed to making a primary and secondary market in as many municipal securities as possible, including both larger, rated issues and smaller, unrated issues. The traders are responsible for assuring an adequate supply of bonds to meet the needs of our institutional sales forces and our investor clients. The fixed income services group carries an average fixed income daily bond inventory of approximately \$400 million in long- and short-term municipal bonds. This capital commitment to the secondary market varies due to changes to economic conditions and/or investor demand.

Private Placement Desk

Piper Jaffray also maintains a private placement desk with 2 dedicated placement sales people who manage relationships with over 200 banks and investors interested in private placements and syndicated loans. Our placement team maintains daily communications with these investors, developing extensive knowledge of their criteria and portfolio holdings and providing issuer clients up-to-date knowledge of market conditions. Piper Jaffray's Private Placement team has handled over 1,000 private placements raising over \$13.3 billion in capital since 2012.

RETAIL DISTRIBUTION EFFORT

Although Piper Jaffray's sales force does not include traditional retail brokers dedicated to individual investors, we do have five sales professionals that cover 2,000 high net worth retail accounts, as well as a dedicated team to cover "professional retail" accounts. To complement our in-house capability, Piper Jaffray maintains a retail redistribution agreement with Charles Schwab & Co., the largest retail firm in the U.S, with an in-house sales force covering 2,000 high net worth individuals through 1,300 Financial Consultants, 7,500 Registered Investment Advisors and \$1.55 trillion in assets under management. As Piper Jaffray's client, you will have



access to Charles Schwab's network of retail investors. In our view there are 2 types of "retail" investors in the current market environment:

- **"Direct retail"**: individual investors acting through individual brokers that purchase bonds in lots from roughly \$10m to \$500m. Direct Retail investors make up between 1 and 5% of the investor base in today's municipal market and Direct Retail orders generally do not influence the pricing of a large transaction.
- **"Professional retail":** institutions acting on behalf of individuals that purchase bonds in lots ranging from \$100m to \$2mm+ (SMA's, Trust Departments, Private Client Services) Examples include Nuveen SMA, Eaton Vance SMA, Northern Trust, and Franklin PCS. For the right credit, the inclusion of professional retail can be influential in the pricing of a transaction.

PROFESSIONAL RETAIL SALES CAPABILITY

Recent advancements in technology have changed how bonds are delivered to the end investor. Increased use of privately managed accounts, sometimes called "wrap accounts", and reduced compensation for retail brokers led to a reduction in bonds sold directly to individual investors by retail brokers in the primary market. Conversely, money flows into bank/trust portfolios, professional money managers and registered investment advisors – all of whom manage funds on behalf of retail investors – have grown substantially. This investor base, often referred to as "professional retail" is a key component of Piper Jaffray's Tier 1, Tier 2 and Tier 3 coverage described above. Piper Jaffray has a dedicated sales liaison to these accounts reflecting a concerted effort to enhance our coverage of professional retail investors in response to the increasing shift of retail funds. Piper Jaffray focuses heavily on retail wrap accounts and professional money management firms, and some of our most active professional retail accounts are listed below.

Boston Company	Eaton Vance	Northern Trust
Breckenridge Capital Advisors	Franklin PCS	Nuveen Asset Management
Buckingham Asset Management	Goldman Asset Management	Pimco
Charles Fish Investments	J.P. Morgan Investment/Advisors	Payden & Rygel Investment Counsel
Columbia Management	Lord Abbett	Wasmer Schroeder & Company Inc.
Dodge & Cox	Merrill PPG, Merrill Wrap	Wells Fargo Private

Additional Retail Distribution Channels: Piper Jaffray utilizes a wide range of online trading platforms, or Electronic Trading Networks (ETNs), to help market and trade municipal securities in the retail market. We utilize BondDesk Group, MuniCenter, Trade Web, Knight Trading and Bloomberg Trade Book to reach over 100,000 retail brokers. With these platforms, a retail broker can view the inventory of dozens of brokerage firms, not just the firm for which they work. These ETNs create the greatest amount of exposure and demand for a bond issue.

Boomberg Bonddeskgroup Bloomberg Tradebook IV. Alabama Office & Underwriting Experience



Does your firm maintain a public finance office or a retail and/or brokerage office in the State of Alabama? If so, please provide the address and phone number for this office and primary contact person.

Yes, Piper Jaffray is committed to serving issuers throughout the State of Alabama and maintains a local office at 2100 Southbridge Pkwy, Suite 650, Birmingham, AL 35209. Walter Lewis is the primary contact person at (205) 414-7511 or <u>walter.d.lewis@pjc.com</u>.



V. Experience – GO & Public Building Authority Case Studies

Provide no more than three (3) case studies which describe the experience of your assigned professionals with general obligation and public building authority transactions.

Since January 2013, Piper Jaffray has served as underwriter or placement agent on 61 transactions in the State of Alabama with a total par amount of over \$2.6 Billion. This experience includes 47 senior or sole managed transactions (total par amount of \$1 Billion). This also includes serving as Co-Manager on 14 transactions. (total par amount of \$1.6 Billion). A complete list of Piper's Alabama experience since January 2013 is in Appendix A. Piper is intimately familiar with the buyers of Alabama municipal bonds and has the experience to provide the lowest cost of capital and solid execution.

City of Tuscaloosa Series 2016-B General Obligation Warrant (\$32,750,000) - Piper Jaffray served as Placement Agent for the City of Tuscaloosa on its \$32,750,000 Series 2016-B General Obligation Warrant, a refunding which generated approximately \$3.3 million in net present value savings or 12% of the par refunded. Prior to marketing and subsequently placing the Warrant, Piper Jaffray as underwriter guided the City through the entire process of preparing the warrants for sale. Piper assisted the City in preparation of financing documents and an official statement as well as the facilitation of two rating agency presentations and discussions.

After the national election on November 8th, 2016 bond markets were in disarray and the equity markets rallied as market participants digested the unexpected results and their potential impact on economic and business conditions for the future. As investors poured into equities, bond prices began to fall and interest rates increased dramatically over the course of several weeks. Throughout the weeks of extreme volatility, deals that did price were characterized by wide credit spreads at the onset of pricing and were subject to swings of 5 to 10 bps pricing adjustments based on buyer participation. Underwriters were forced to start cheap and tighten where possible after marketing.

During the initial period of the market volatility described above, the City's pricing changed drastically due to the unexpected 2016 election results and the estimated savings deteriorated overnight. Prior to pricing the public offering, Piper Jaffray changed gears and was able to find a direct lender who provided a competitive rate and allowed the City to achieve significant refunding savings in line with expectations prior to the market shift. This flexibility and expertise demonstrates Piper Jaffray's ability and commitment to serve its underwriting and placement clients to achieve the optimal financing terms available.

Shelby County Public Building Authority Series 2019 Building Revenue Warrants (DHR Project) (\$4,895,000) – Piper Jaffray served as Underwriter for the Shelby County Public Building Authority on its \$4,895,000 Building Revenue Warrants (DHR Project) in May 2019. The Warrants were issued to fund the construction of an office and administration building for the Shelby County branch of the Alabama Department of Human Resources. The project cost of about \$5.1 million included the construction of the building, as well as new equipment and installation costs and the costs of various professional services.



Piper Jaffray received \$6,890,000 in orders for the \$4,895,000 issue and achieved an all in true interest rate of 3.147%. Piper Jaffray worked with the State Department of Human Resources and the local members of the Public Building Authority, along with the other deal team members, to complete the financing successfully.

City of Gadsden, Alabama Series 2017 General Obligation Warrants (\$20,615,000) – Piper Jaffray served as Underwriter for the City of Gadsden, Alabama's issuance of its Series 2017 General Obligation Warrants in November 2017. The City issued the Warrants in order to fund various improvements throughout the City. The Warrants were structured to wrap around the City's existing debt service and keep the term short within 2030.

The City was interested in exploring shorter call features to provide additional flexibility and Piper Jaffray was able to assist the City in valuing the difference between a 7 year call and a 10 year call. The City ultimately chose to issue the Warrants with a 10 year call, but the City retained the option right up until pricing day to make that choice. Additionally, in order to generate the maximum amount of interest in the Warrants, Piper Jaffray structured certain maturities with bifurcated coupons (2% and 5%) and (3% and 5%). This allowed the City to achieve the lowest interest cost available in the market at the time of pricing of 2.82%.



VI. Litigation

Discuss any pending or threatened investigations or litigation by any private or public entity or any lapse or other deficiency in insurance coverage or professional licensure which may impact your firm's ability to serve as underwriter.

No members of the assigned team are the subject of any litigation, investigations or any enforcement or disciplinary actions or any pending controversies or other situations which would damage such person's or the firm's professional standing. Piper Jaffray has no reason to believe that current and past regulatory matters or litigation will affect in any way Piper's ability to provide any of the services contemplated by this Request for Qualifications.

VII. Political Contributions

Has any municipal finance professional or associated person within your firm made or directed any political contributions, provided things of value, or provided financial advice to the extent it would be disqualified, under current laws, rules, and regulations, from acting as underwriter of the bonds?

None of the municipal finance professionals or associated people from Piper Jaffray have directed any political contributions, provided things of value or provided financial advice to the extent it would be disquality us from underwriting the bonds.

VIII. Additional Information

Please provide any other information the County should consider when assessing your firm's ability to serve as underwriter.

Piper Jaffray is uniquely suited to serve the County as Sole Book-Running Manager for the Warrants. If not chosen as Sole Manager, we would be honored to serve the County in a capacity determined by the County. Piper Jaffray is a leading middle market investment bank with a vast amount of expertise in Public Finance both nationally, in the Southeast, and in the State of Alabama specifically. Piper Jaffray's banking team is composed of seasoned investments bankers with local expertise supported by a national underwriting platform. Piper is nimble and specialized enough to tailor its services to the needs of its local clients while simultaneously providing the capital base and national distribution network necessary to sole manage large and small transactions across a variety of credit types and geographic sectors.

We have provided below a summary of Piper Jaffray's experience on General Obligation issues and Public Building Authority or conduit issuer transactions.

National General Obligation and Local Authority Underwriting Experience

Since January 2016, Piper Jaffray has served as Underwriter on 2,207 General Obligation transactions for a total par amount of \$101 Billion including private placements, negotiated offerings, or competitive offerings. This experience includes 1,590 transactions as Senior or Sole Manager with a total par amount of \$47.8 Billion and 437 transactions as Co-Manager for a total par amount of \$53.2 Billion. Of the total 2,027 deals, 1,453 were negotiated



offerings. Lastly, since 2016 Piper Jaffray has served as Underwriter on 436 transactions with a total par amount of \$22.9 Billion for issues that were Local Authority's, like the Public Building Authority of Baldwin County

A complete list of Piper Jaffray's General Obligation experience since January 2016 can be found in Appendix B. This extensive sampling of our underwriting experience demonstrates that we have the market penetration and experience to underwrite the County's warrants, reach a broad range of investors, and achieve the lowest cost of capital available in the marketplace.

Additional Piper Jaffray Case Study – Washington South Correctional Entity Facility Public Development Authority, \$50,385,000 Refunding Bonds, Series 2019

The South Correctional Entity ("SCORE") Facility Public Development Authority was formed for the purpose of issuing bonds to finance the South Correctional Entity Facility located in southern King County, WA and operated by SCORE, a governmental administrative agency formed via an interlocal agreement. The facility has a capacity to hold 802 inmates.

Piper Jaffray served as Sole Managing Underwriter for the Authority on its issuance of the 2019 Refunding Bonds which refunded all of the outstanding 2009 bonds. SCORE's bonds are secured by the full faith and credit pledge of each of the owner cities, all of which are rated in the "AA" category by both Moody's and S&P – hence SCORE's rating of Aa2/AA+.

The bonds priced during the week of November 11 which marked one of the largest weekly issuances this year. Piper initially marketed the bonds with considerably aggressive rates compared to similar pricings around the same time despite the heavy issuance. Notwithstanding the strong underlying full faith and credit of the owner cities, Piper's marketing feedback revealed a negative sentiment in the market around jail/correctional credits. Despite those factors, Piper Jaffray offered to purchase the bonds at yields which generated \$11.1 million in NPV Savings (or 15.5% of the par refunded) by taking 54% of the bonds into inventory at the agreed upon remarketed levels. The financing resulted in a True Interest Cost of 2.68%.

This transaction demonstrates Piper Jaffray's ability to market bonds for conduit issuers in any market environment and also use our capital to achieve successful results for our clients.



PJC Alaban	na Underwritin	g Experience Since January 2013			
Sale Date	Amount	Issuer	Description	Role	Sale Type
11/5/2019	336,380,000	Birmingham Water Works Board	Series 2019 Senior Water Revenue Bonds	Senior	Negotiated
10/2/2019	2,940,000	Pickens County Water Authority	Series 2019 Water Revenue Refunding Bonds	Sole	Negotiated
5/16/2019	9,515,000	City of Daphne	Series 2019 General Obligation Warrants	Sole	Negotiated
5/15/2019		Shelby County PBA	Series 2019 Building Revenue Warrants	Sole	Negotiated
12/27/2018		Bullock County PBA	Series 2018 Building Revenue Warrants	Sole	Negotiated
12/27/2018		Etowah Sports Complex Authority	Series 2018 Special Tax Bonds	Sole	Priv. Place.
10/24/2018		Birmingham Water Works Board	Senior Water Revenue Bonds, Series 2018	Senior	Negotiated
8/1/2018		Electric Board of Guntersville	Electric Revenue Bond, Series 2018	Sole	Priv. Place.
5/23/2018		Jefferson County	Series 2018-B GO Warrants		
		,		Co-Mgr	Negotiated
5/23/2018		Jefferson County	Series 2018-A GO Warrants	Co-Mgr	Negotiated
12/19/2017		City of Center Point	Series 2017-B General Obligation Warrants (Federally Taxable)	Sole	Negotiated
12/19/2017		City of Center Point	Series 2017-A General Obligation Warrants	Sole	Negotiated
12/19/2017		City of Bessemer	Series 2017 Water Revenue Warrants	Sole	Negotiated
12/18/2017	30,610,000	Gadsden Water Works & Sewer Board	Series 2017 Water & Sewer Revenue Bonds	Sole	Negotiated
12/12/2017	37,465,000	Mobile County	Series 2017 General Obligation Warrants	Co-Mgr	Negotiated
11/21/2017	20,615,000	City of Gadsden	Series 2017-B General Obligation Warrants	Sole	Negotiated
10/26/2017	48,710,000	Bessemer GUSC	Series 2017 Water Supply Revenue Bonds	Sole	Negotiated
9/13/2017	12,195,000	City of Sylacauga	Series 2107-A and 2017-B GO Warrants	Sole	Negotiated
8/2/2017	2,445,000	City of Brewton	Series 2017A General Obligation Warrants (Taxable)	Sole	Negotiated
8/2/2017		City of Brewton	Series 2017B General Obligation Gas Revenue Warrants	Sole	Negotiated
7/13/2017	338,925,000	Jefferson County	Series 2017 Limited Obligation Warrants	Co-Mgr	Negotiated
6/20/2017		AL Federal Aid Highway Fin. Auth.	Series 2017-A and 2017-B Special Obligation Rev. Bonds	Co-Mgr	Negotiated
2/22/2017		Russell County Public Building Authority	Series 2017 Revenue Warrants	Sole	Priv. Place.
12/22/2016		City of Tuscaloosa	Series 2016 General Obligation Warrant	Sole	Priv. Place.
12/13/2016		Tuscaloosa City Board of Education	Series 2016 School Tax Warrants	Senior	Negotiated
12/12/2016		City of East Brewton	General Obligation Warrants	Sole	Negotiated
11/15/2016		•			Negotiated
		AL Federal Aid Highway Fin. Auth.	Series 2016-A Special Obligation Revenue Bonds	Co-Mgr	0
11/9/2016		Brewton Water Works Board	Series 2016 Water Revenue Bonds	Sole	Negotiated
10/19/2016		City of Brewton	General Obligation Warrants, Series 2016-B	Sole	Negotiated
10/19/2016		City of Brewton	General Obligation Warrants, Series 2016-A	Sole	Negotiated
9/14/2016		Town of Butler	General Obligation Warrants	Sole	Negotiated
8/12/2016	8,515,000	City of Clanton	Series 2016 General Obligation Warrants	Sole	Negotiated
6/28/2016	68,615,000	City of Hoover	Series 2016 General Obligation Warrants	Co-Mgr	Negotiated
6/21/2016	6,795,000	Ozark Utilities Board	Series 2016 Water and Sewer Revenue Bonds	Sole	Negotiated
5/19/2016	1,965,000	City of Jemison	Series 2016-A Water and Sewer Revenue Warrants	Sole	Negotiated
5/19/2016	1,690,000	City of Jemison Public Building Authority	Series 2016-B Revenue Bonds	Sole	Negotiated
5/17/2016	6,745,000	Blount County Water Authority	Series 2016 Water Revenue Bonds	Sole	Negotiated
3/7/2016	6,640,000	Cullman County	Series 2016 Water Revenue Warrants	Sole	Negotiated
1/28/2016	16,940,000	City of Cullman	Series 2016 General Obligation Warrants	Sole	Negotiated
12/10/2015		Conecuh County Public Building Authority	Series 2015-A Revenue Warrants	Sole	Negotiated
12/10/2015		Conecuh County Public Building Authority	Series 2015-B Revenue Warrants	Sole	Negotiated
9/23/2015		County of Mobile	General Obligation Warrants, Series 2015	Co-Mgr	Negotiated
9/2/2015		Cullman County	Water Revenue Warrants, Series 2015	Sole	Negotiated
7/20/2015		City of Sylacauga	General Obligation Warrants, Series 2015	Sole	Negotiated
7/8/2015		AltaPointe Health Systems, Inc.	Tobacco Tax Revenue Bonds, Series 2015-A	Sole	Negotiated
4/30/2015		Dekalb-Cherokee Counties Gas District	Gas Rev Bonds, Series 2015-A	Sole	-
					Negotiated
4/15/2015		Conecuh County	Taxable GO Refunding Warrants 2015-B	Sole	Negotiated
4/15/2015		Conecuh County	GO Refunding Warrants 2015-A	Sole	Negotiated
3/30/2015		Birmingham Water Works Board	Water Revenue Bonds, Series 2015-B	Co-Mgr	Negotiated
3/30/2015		Birmingham Water Works Board	Water Revenue Refunding Bonds, Series 2015-A	Co-Mgr	Negotiated
2/26/2015		Utilities Board of the City of Cullman	Water Rev Bonds (Duck River Reservoir Project), Series 2015	Senior	Negotiated
2/9/2015		City of Fultondale	GO Ref Warrants, Series 2015	Sole	Negotiated
10/22/2014	44,980,000	City of Birmingham	GO Ref Bonds, Series 2014A-A	Co-Mgr	Negotiated
10/22/2014	40,610,000	City of Birmingham	GO Ref Warrants, Series 2014-B	Co-Mgr	Negotiated
6/25/2014	7,510,000	City of Gadsden	GO School Warrants, Series 2014-B	Senior	Negotiated
6/25/2014	2,105,000	City of Gadsden	GO Warrants, Series 2014-C	Senior	Negotiated
2/26/2014	9,850,000	Cullman Board of Education	Special Tax School Warrants, Tax-Exempt Series 2014-A	Co-Mgr	Negotiated
2/26/2014		Cullman Board of Education	Special Tax School Warrants, Taxable Series 2014-B	Co-Mgr	Negotiated
9/11/2013		Mobile Co Communications District	Capital Imp Rev Bonds (E-911 Equipment Financing) Series 2013	Sole	Priv. Place.
1/29/2013		Gas Board of the City of Fultondale	Gas Rev Ref Bonds, Series 2013A	Sole	Priv. Place.
		-			Priv. Place.
1/29/2013	1,750,000	Gas Board of the City of Fultondale	Taxable Gas Rev Ref Bonds, Series 2013B	Sole	Priv.

Appendix B

Piper Jaffr	ay Genera	I Obligation Negotiated Underwriting Experience	_				
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
11/20/19	317	Oregon	OR	Series 2019 B Hway User Tax Sub Lien	GO	NEG	CO-MGR
11/20/19	289	Oregon	OR	Series 2019 A Hway User Tax Sub Lien	GO	NEG	CO-MGR
11/20/19	23	Allegheny Co (Gateway) SD	PA	General Obligation Bonds	GO	NEG	SOLE
11/20/19	163	Wyandotte (Kansas) USD #500	KS	GO Refunding Bonds	GO	NEG	SOLE
11/19/19	7	Beatrice City-Nebraska	NE	Series 2019 Sales Tx & GO Fire Station	GO	NEG	SOLE
11/15/19	3	Dakota City-Nebraska	NE	Series 2019 GO Various Purpose Bonds	GO	NEG	SOLE
11/15/19	41	Kendall Co (Boerne) ISD	ΤX	Series 2019 Refunding Bonds	GO	NEG	CO-MGR
11/15/19	34	Santa Clarita Comm College Dt	CA	2019 Series GO Refunding Bonds	GO	NEG	SOLE
11/14/19		Elgin City-Nebraska	NE	Series 2019 GO Various Purpose Bonds	GO	NEG	SOLE
11/14/19		Friend City-Nebraska	NE	Series 2019 Hway Alloc Fund Pledge Ref	GO	NEG	SOLE
11/14/19	113	Solano Comm College Dt	CA	2019 Series GO Refunding Bonds	GO	NEG	LEAD
11/13/19	1	Columbus-Kansas	KS	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
11/13/19	1	Dorchester Village-Nebraska	NE	Series 2019 GO Water Refunding Bonds	GO	NEG	SOLE
11/07/19	30	Lane Co (Bethel) SD #52	OR	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
11/06/19	26	King Co (Highline) SD #401	WA	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
11/06/19	1	Osmond City-Nebraska	NE	Series 2019 GO Swimming Pool Bonds	GO	NEG	SOLE
11/05/19	4	Lubbock Co (Lubbock-Cooper) ISD	TX	Series 2019 A Unlimited Tax Refunding	GO	NEG	CO-MGR
11/05/19	4	Titus Co-Texas	TX	Series 2019 Refunding Bonds	GO	NEG	CO-MGR
11/05/19	30	Titus Co-Texas	TX	Series 2019 Refunding Bonds	GO	NEG	CO-MGR
	1	Hickman Rural Fire Protect Dt		<u> </u>	GO	NEG	
11/01/19	10		NE	Series 2019 B Fire Station and Refunding	GO GO		SOLE
11/01/19		Leavensworth Co (Tonganoxie) #464	KS	Series 2019 B GO Refunding Bonds		PVT DVT	SOLE
11/01/19	4	Cloud Co (Concordia) UFSD #333	KS	Series 2019 GO Refunding Bonds	GO	PVT	SOLE
10/31/19	95	Denton Co (Northwest) ISD	TX	Series 2019 Unitd Tax Refunding Bonds	GO	NEG	CO-MGR
10/31/19		Ponca Hills Fire Dt #9	NE	Series 2019 Ltd Oblig Fire Equipment	GO	NEG	SOLE
10/30/19	5	Plum Borough-Pennsylvania	PA	Series B of 2019 General Obligation	GO	NEG	SOLE
10/30/19	20	Plum Borough-Pennsylvania	PA	Series A of 2019 General Obligation	GO	NEG	SOLE
10/30/19	45	Collin Co (Prosper) ISD	TX	Series 2019 A School Building Bonds	GO	NEG	LEAD
10/30/19	12	Chambers Co (Barbers Hill) ISD	ΤX	Series 2019 School Building Bonds	GO	NEG	LEAD
10/29/19	60	Chambers Co (Barbers Hill) ISD	ΤX	Series 2019 Refunding Bonds	GO	NEG	CO-MGR
10/29/19	91	King Co (Northshore) SD #417	WA	Series 2019 GO Unlimited Tax Bonds	GO	NEG	SOLE
10/29/19	8	Verrado Western Overlay CFD	AZ	Series 2019 GO Refunding Bonds	GO	PVT	SOLE
10/25/19	3	Falls City-Nebraska	NE	Series 2019 GO Water Bonds	GO	NEG	SOLE
10/25/19	140	Riverside Comm College Dt	CA	2019 & Series F GO & Refunding Bonds	GO	NEG	SOLE
10/23/19	6	Johnson (Warrensburg) SD #R-6	MO	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
10/23/19	7	Seward Co-Nebraska	NE	Series 2019 Limited Tax GO Refunding	GO	NEG	SOLE
10/22/19	180	Sonoma Co Junior College Dt	CA	Series B General Obligation Bonds	GO	NEG	LEAD
10/22/19	125	University of Kansas Hosp Auth	KS	Series 2019 B Health Facilities Revenue	GO	NEG	LEAD
10/22/19	353	Harris Co (Cypress-Fairbanks) ISD	ΤX	Series 2019 A Unltd Tax School Building	GO	NEG	CO-MGR
10/22/19	81	Sonoma Co Junior College Dt	CA	2019 Series GO Refunding Bonds	GO	NEG	LEAD
10/18/19	12	Bell Co (Killeen) ISD	ΤX	Series 2019 Refunding Bonds	GO	NEG	SOLE
10/17/19	20	Saline Co (Crete) PSD #0002	NE	Series 2019 B GO Refunding Bonds	GO	NEG	SOLE
10/17/19	9	Saline Co (Crete) PSD #0002	NE	Series 2019 A GO Refunding Bonds	GO	NEG	SOLE
10/17/19	67	Montgomery Co (Conroe) ISD	TX	Series 2019 Refunding Bonds	GO	NEG	LEAD
10/17/19	17	Montgomery Co (New Caney) ISD	TX	Series 2019 Unitd Tax Refunding Bonds	GO	NEG	CO-MGR
10/17/19		Plymouth Town-Connecticut	CT	Issue of 2019 GO Refunding Bonds	GO	NEG	SOLE
10/16/19	7	Bradford Co (Athens) ASD	PA	Series 2019 General Obligation Bonds	GO	NEG	SOLE
10/11/19	8	Interboro SD Authority	PA	Series of 2019 General Obligation Bonds	GO	NEG	SOLE
10/11/19	1	Douglas Co Sanit & Imp Dt #573	NE	Series 2019 General Obligation Bonds	GO	NEG	SOLE
10/11/19	9	Bethel Park Municipal Authority	PA	Series 2019 General Obligation Bonds	GO	NEG	SOLE
10/10/19	9 12	Oxford Town-Connecticut	CT		GO	NEG	SOLE
	12			Issue of 2019Ser A&B GO & Refunding			
10/10/19	5	Oxford Town-Connecticut Collin Co (Anna) ISD	CT	Issue of 2019 Ser C GO Refunding Bonds	GO	NEG	SOLE
10/09/19			TX	Series 2019 A Refunding Bonds	GO	NEG	SOLE
10/08/19	12	Neosho Co (Chanute) USD #413	KS	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
10/08/19	176	Oregon	OR	2019 Series L,P,Q General Obligation	GO	NEG	CO-MGR
10/08/19	191	Oregon	OR	2019 Series K,M,N,O General Obligation	GO	NEG	CO-MG

Piper Jaffra	ay Genera	I Obligation Negotiated Underwriting Experience					
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
10/08/19	67	Long Beach Comm College Dt	CA	2019 Series H GO Refunding Bonds	GO	NEG	LEAD
10/08/19	130	Long Beach Comm College Dt	CA	2019 Series C General Obligation Bonds	GO	NEG	LEAD
10/04/19	13	Blair Co (Spring Cove) SD	PA	Series A & B of 2019 GO Refunding Bonds	GO	NEG	SOLE
10/04/19	3	Somerset Co (Meyersdale) ASD	PA	Series 2019 General Obligation Bonds	GO	NEG	SOLE
10/03/19	36	Imperial Community College Dt	CA	2019 Series GO Refunding Bonds	GO	NEG	SOLE
10/02/19	3	Sedgwick Co (Maize) USD #266	KS	Series 2019-B General Obligation Bonds	GO	NEG	SOLE
10/02/19	108	Sedgwick Co (Maize) USD #266	KS	Series 2019-A General Obligation Bonds	GO	NEG	SOLE
10/02/19	4	Buffalo Co (Pleasanton) SD #105	NE	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
10/01/19	5	Dickinson (Abilene) USD #435	KS	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
10/01/19	1	Hartington Rural Fire Protection Dt	NE	Series 2019 Ltd Oblig Fire Station Ref	GO	NEG	SOLE
09/27/19	52	Leavensworth Co (Tonganoxie) #464	KS	Series 2019-A GO Refunding &	GO	NEG	SOLE
09/26/19	2	Fairview City-Oregon	OR	Series 2019 B Full Faith & Credit Fin Notes	GO	PVT	SOLE
09/26/19	2	Connecticut Regional SD #10	CT	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
09/26/19	6	Neosho Co (Erie) USD #101	KS	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
09/25/19		Butler Co (Augusta) USD #402	KS	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
09/25/19	2	Cedar Co-Nebraska	NE	Series 2019 Highway Alloc Fund Pledge	GO	NEG	SOLE
09/25/19	1	Lyman Village-Nebraska	NE	Series 2019 GO Water Refunding Bonds	GO	NEG	SOLE
09/24/19	40	Collin Co (Melissa) ISD	ΤХ	Series 2019 Unltd Tax School Building	GO	NEG	CO-MGR
09/24/19	15	Sedgwick Co (Valley Ctr) USD #262	KS	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
09/24/19	3	Williamsburg City-Iowa	IA	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
09/20/19	8	Marley Park Comm Facs Dt	AZ	Series 2019 General Obligation Bonds	GO	NEG	SOLE
09/19/19	6	West Mifflin Boro-Pennsylvania	PA	Series of 2019 General Obligation Bonds	GO	NEG	SOLE
09/18/19	1	Otoe Co (Palmyra) SD #501	NE	Series 2019 Ltd Tax Obligation School	GO	NEG	SOLE
09/18/19	2	Saguaro Springs CFD	AZ	Series 2019 General Obligation Bonds	GO	NEG	SOLE
09/18/19	29	Skagit Co Public Hospital Dt #1	WA	Series 2019 Unitd Tax GO Bonds	GO	PVT	SOLE
09/17/19	35	Harris Co (Deer Park) ISD	TX	Series 2019 School Building Bonds	GO	NEG	LEAD
09/17/19	1	Polk Co (Dallas) SD #2	OR	Series 2019	GO	PVT	SOLE
09/17/19	18	Cabrillo Comm College Dt	CA	2019 Series B GO Refunding Bonds	GO	NEG	SOLE
09/17/19	41	Cabrillo Comm College Dt	CA	2019 Series A GO Refunding Bonds	GO	NEG	SOLE
09/13/19	2	Central Cass Co Fire Protect Dt	MO	Series 2019 General Obligation Bonds	GO	PVT	SOLE
09/13/19	11	Dickinson Co (Herington) SD #487	KS	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
09/12/19	5	Clark Co (Camas) SD #117	WA	Series 2019 Ltd General Obligation Bonds	GO	PVT	SOLE
09/12/19	35	Multnomah Co (Parkrose) SD #3	OR	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
09/12/19		Fresno Co USD	-	2019 Series GO Refunding Bonds	GO	NEG	CO-MGR
09/11/19	5	Hillsboro City-Kansas	KS	Series B 2019 GO Refunding Bonds	GO	NEG	SOLE
09/11/19	25	Maricopa Co (Creighton) ESD #14	AZ	Series B (2019) School Improvement	GO	NEG	SOLE
09/11/19		Dallas Co (Mesquite) ISD		Series 2019 School Building Bonds	GO		CO-MGR
09/11/19	2	Henry Co (Winfield-Mt Union) CSD	IA	Series 2019 GO School Capital Loan	GO	PVT	SOLE
09/10/19	6	Arnolds Park City-Iowa	IA	Series 2019 GO Capital Loan Notes	GO	NEG	SOLE
09/10/19		Austin City-Texas	TX	Series 2019 Pub Imp Bonds & Certs of	GO	NEG	
09/10/19		Austin City-Texas		Series 2019 Pub Imp & Ref & Certs of	GO	NEG	CO-MGR
09/10/19	69	San Jose-Evergreen Comm Coll Dt		2019 Series GO Refunding Bonds	GO	NEG	SOLE
09/06/19	8	Snyder Co (Selinsgrove) ASD	PA	Series C of 2019 General Obligation	GO	NEG	SOLE
09/06/19		Kenesaw Village-Nebraska	NE	Series 2019 GO Paving Bonds	GO	NEG	SOLE
09/05/19	8	Leavenworth Co (Basehor-Linwood) USD #458	KS	Series 2019 GO Refunding Bonds	GO	PVT	SOLE
09/05/19	98	Ohlone Community College Dt		2019 Series GO Refunding Bonds	GO	NEG	SOLE
09/05/19	82	California	CA	Various Purpose GO Bonds	GO	NEG	CO-MGR
09/05/19		California	CA	Various Purpose GO & Ref Bonds	GO	NEG	CO-MGR
09/03/19	2324	Briscoe Co (Silverton) ISD	TX	Series 2019 Unitd Tax School Building	GO	NEG	SOLE
08/29/19	 11	Corcoran Hospital Dt	CA	Series 2019 GO Refunding Bonds	GO	PVT	SOLE
08/29/19	93	Indiana Co (Armstrong) SD	PA	Series A & B of 2019 GO Refunding Bonds	GO	NEG	SOLE
00/20/19	30		1		GO	PVT	SOLE
	1	(Grant (Co (Davvillo) SD #161					
08/28/19	1	Grant Co (Dayville) SD #16J Orland Park Village-Illinois	OR	Series 2019 General Obligation Bonds			
	1 2 4	Grant Co (Dayville) SD #16J Orland Park Village-Illinois West Sacramento City-California	IL CA	Series 2019 GO Refunding Bonds Series 2019 GO Refunding Bonds Series 2019 Special Tax Bonds	GO GO GO	PVT NEG	SOLE

Piper Jaffr	ay Genera	Obligation Negotiated Underwriting Experience	ce	l			
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
08/22/19	5	Ohio Twp-Pennsylvania	PA	Series of 2019 GO Refunding Bonds	GO	NEG	SOLE
08/21/19	57	Rancho-Santiago Comm College Dt	CA	2019 Series C General Obligation Bonds	GO	NEG	SOLE
08/20/19	5	Clackamas Co (West Linn) SD #3JT	OR	Series 2019 General Obligation Bonds	GO	PVT	SOLE
08/19/19	70	Jefferson Co (Nederland) ISD	TX	Series 2019 Untd Tx School Building	GO	NEG	CO-MGR
08/16/19	12	Derby City-Connecticut	CT	Issue of 2019 Ser B General Obligation	GO	NEG	SOLE
08/16/19	11	Derby City-Connecticut	CT	Issue of 2019 Ser A General Obligation	GO	NEG	SOLE
08/15/19	3	Northeast Bradford SD	PA	Series of 2019 General Obligation Bonds	GO	NEG	SOLE
08/15/19	7	Snyder Co (Selinsgrove) ASD	PA	Series A & B of 2019 General Obligation	GO	NEG	SOLE
08/15/19	2	Clackamas Co (Oregon City) SD #62	OR	Series 2019 Full Faith and Credit	GO	PVT	SOLE
08/14/19	4	Whatcom Co (Mount Baker) SD #507	WA	Serues 2019 Ltd General Obligation	GO	PVT	SOLE
08/14/19	63	Alameda USD	CA	Series C General Obligation Bonds	GO	NEG	CO-MGR
08/14/19	3	Williamsburg City-Iowa	IA	Series 2019 GO Corporate Purpose Bonds	GO	NEG	SOLE
08/13/19	34	Collin Co (Community) ISD	TX	Series 2019 School Building Bonds	GO	NEG	CO-MGR
08/13/19	18	Yamhill Co (Dayton) SD #8	OR	Series 2019 GO & Refunding Bonds	GO	NEG	SOLE
08/08/19	9	Douglas(Winston-Dillard)Sd 116	OR	Series 2019 B General Obligation Bonds	GO	NEG	SOLE
08/08/19	7	Douglas(Winston-Dillard)Sd 116	OR	Series 2019 A GO Deferred Interest Bonds	GO	NEG	SOLE
08/08/19	1	Fairfield City-Iowa	IA	Series 2019 GO Capital Loan Notes	GO	PVT	SOLE
08/07/19	3	Maricopa Co (Fowler) ESD #45	AZ	Series D 2019 School Improvement Bonds	GO	NEG	SOLE
08/07/19	98	Honolulu City & Co-Hawaii	HI	Series 2019 I & J General Obligation	GO	NEG	CO-MGR
08/07/19	176	Honolulu City & Co-Hawaii	HI	Series 2019 E General Obligation Bonds	GO	NEG	CO-MGR
08/07/19	265	Honolulu City & Co-Hawaii	HI	Series 2019 C D& G General Obligation	GO	NEG	CO-MGR
08/07/19	85	Santa Clarita Comm College Dt	CA	Series 2019 General Obligation Bonds	GO	NEG	SOLE
08/06/19	109	Galveston Co (Clear Creek) ISD	TX	Series 2019 Unitd Tax School Building	GO	NEG	LEAD
08/06/19	4	Lake Co (North Lake) SD #14	OR	Series 2019 General Obligation Bonds	GO	NEG	SOLE
08/01/19	73	Bexar Co (Southwest) ISD	TX	Series 2019 Unitd Tax School Building	GO	NEG	CO-MGR
08/01/19	17	East Lyme Town-Connecticut	CT	Issue of 2019 General Obligation Bonds	GO	NEG	SOLE
08/01/19	25	Tahoe Forest Hospital Dt	CA	2019 Series GO Refunding Bonds	GO	NEG	CO-MGR
07/31/19	13	Elwood Village-Illinois	IL	Series 2019 B GO Refunding Bonds	GO	NEG	SOLE
07/31/19	2	Elwood Village-Illinois	IL	Series 2019 A GO Refunding Bonds	GO	NEG	SOLE
07/31/19	29	Collin Co (McKinney) ISD	TX	Series 2019 School Building & Refunding	GO	NEG	LEAD
07/30/19	4	Imperial Co (El Centro) ESD	CA	Series B General Obligation Bonds	GO	NEG	SOLE
07/30/19	178	Bexar Co (Northside) ISD	TX	Series 2019 A Unitd Tax Refunding Bond	GO	NEG	CO-MGR
07/30/19	18		OR	Series 2019 General Obligation Bonds	GO	NEG	SOLE
07/25/19	56	Linn Co (Santiam Canyon) SD #129J Bell Co (Killeen) ISD	TX	Series 2019 Unitd Tax School Building	GO	NEG	CO-MGR
07/25/19	59	Bell Co (Killeen) ISD	TX		GO	NEG	
07/25/19	36	Collin Co (Celina) ISD	TX	Series 2019 Unitd Tax School Building	GO	NEG	CO-MGR LEAD
				Series 2019 Unitd Tax School Building			
07/24/19	7 13	Lycoming Co (Muncy) SD		Series of 2019 General Obligation Bonds	GO GO	NEG	SOLE
07/24/19		Washington Co (Charleroi) ASD		Series of 2019 GO Refunding Bonds		NEG	SOLE
07/24/19	153	Clark Co (Vancouver) SD #37	WA	Series 2019 General Obligation Bonds	GO	NEG	LEAD
07/23/19	4	Coraopolis Borough-Pennsylvania	PA	Series of 2019 General Obligation Bonds	GO	NEG	SOLE
07/23/19	23	Collin Co (Blue Ridge) ISD		Series 2019 School Building Bonds	GO	NEG	LEAD
07/17/19	32	Guadalupe Co (Seguin) ISD	TX	Series 2019 Unitd Tax School Building	GO	NEG	CO-MGR
07/16/19	60	Harris Co (Goose Creek) CISD	TX	Series 2019 A Unitd Tx School Building	GO	NEG	CO-MGR
07/16/19	27	Flower Mound Town-Texas	TX	Series 2019 Certificates of Obligation	GO	NEG	LEAD
07/16/19	6	White Salmon Valley SD #405-17	WA	Series 2019 General Obligation Bonds	GO	NEG	SOLE
07/10/19	5	Darien-Woodridge Fire Prot Dt		Series 2019 Ref Fire Protection Notes	GO	PVT DVT	SOLE
07/10/19	1	Lake Winnebago City-Missouri	MO	Series 2019 General Obligation Bonds	GO	PVT	SOLE
07/10/19	59	Montgomery Co (New Caney) ISD	TX	Series 2019 Unitd Tax School Building	GO	NEG	CO-MGR
07/10/19	5	Whatcom Co (Blaine) SD #503	WA	Series 2019 Limited GO Bonds	GO	PVT	SOLE
07/09/19	37	Denton Co (Lewisville) ISD	TX	Series 2019 Unitd Tax School Building	GO	NEG	LEAD
07/09/19	72	Denton Co (Lewisville) ISD	TX	Series 2019 Unitd Tax School Building	GO	NEG	LEAD
06/28/19	5	Iowa Co (Williamsburg) CSD	IA	Series 2019 GO School Capital Loan	GO	PVT	SOLE
06/27/19	3	Penn Hills Municipality-Pennsylvania	PA	Series B of 2019 GO Refunding Bonds	GO	NEG	SOLE
06/27/19	4	Penn Hills Municipality-Pennsylvania	PA	Series A of 2019 GO Refunding Bonds	GO	NEG	SOLE
06/27/19	72	King Co (Issaquah) SD #411	WA	Series 2019 Unltd Tax GO Bonds	GO	NEG	SOLE

Piper Jaffra	ay Genera	Obligation Negotiated Underwriting Experience	_				
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
06/26/19	13	Roseville City-California	CA	Series 2019 Special Tax Bonds	GO	NEG	SOLE
06/25/19	14	Ada Co (Boise City) ISD	ID	Series 2019 General Obligation Bonds	GO	NEG	SOLE
06/25/19	50	Ada Co (Boise City) ISD	ID	Series 2019 General Obligation Bonds	GO	NEG	SOLE
06/24/19	48	Titus Co (Mount Pleasant) ISD	ΤX	Series 2019 Unltd Tax School Building	GO	NEG	CO-MGR
06/20/19	34	Rockwall Co (Royse) ISD	ΤX	Series 2019 Unltd Tax School Building	GO	NEG	CO-MGR
06/20/19	7	North Kingstown Town-Rhode Island	RI	2019 Series A General Obligation Bonds	GO	NEG	SOLE
06/19/19	31	Williamson Co (Liberty Hill) ISD	ΤX	Series 2019 Refunding Bonds	GO	NEG	LEAD
06/18/19	18	Brazoria Co (Pearland) ISD	ΤX	Series 2019 A School Building Bonds	GO	NEG	LEAD
06/18/19	9	South Windsor Town-Connecticut	CT	Issuer of 2019 Ser B GO Refunding Bonds	GO	NEG	SOLE
06/13/19	47	District of Columbia Hsg Fin Agy	DC	Series 2019 A MultiFamAssitedLiving Prog	GO	PVT	SOLE
06/13/19	191	Fort Bend Co (Katy) ISD	ΤX	Series 2019 Unltd Tax Sch Bldg Bonds	GO	NEG	LEAD
06/13/19	25	Orange Co (Placentia-Yorba Linda) USD	CA	2019 Series General Obligation Ref Bonds	GO	NEG	SOLE
06/12/19	3	Newport Twp Fire Protection Dt	IL	Series 2019 General Obligation Bonds	GO	NEG	SOLE
06/12/19	124	Pierce Co (Bethel) SD #403	WA	Series 2019 General Obligation Bonds	GO	NEG	LEAD
06/07/19	5	Los Angeles Co (Redondo Beach) USD	CA	Series D General Obligation Bonds	GO	NEG	SOLE
06/07/19	5	Allegheny Co (Wilkinsburg Boro) SD	PA	Series B of 2019 General Obligation	GO	NEG	SOLE
06/07/19	12	Los Angeles Co (Redondo Beach) USD		2020 Series GO Refunding Bonds	GO	NEG	SOLE
06/05/19	4	Tigard-Tualatin SD #23J		Series 2019 B GO Refunding Bonds	GO	NEG	LEAD
06/05/19	90	Tigard-Tualatin SD #23J	OR	Series 2019 A General Obligation Bonds	GO	NEG	LEAD
06/05/19	5	Lafayette-Oregon	OR	Series 2019 General Obligation Bonds	GO	NEG	SOLE
06/05/19	4	Riley Co (Manhattan) USD #383	KS	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
06/04/19	2	Tama Co (GMG) CSD		Series 2019 GO School Refunding Bonds	GO	NEG	SOLE
05/31/19	24	Wisconsin Hlth & Ed Fac Auth (WHEFA)	WI	Series 2019 Revenue Bonds	GO	PVT	SOLE
05/30/19	45	Maricopa Co (Phoenix) UHSD #210	AZ	Series B 2019 School Improvement Bonds	GO	NEG	LEAD
05/29/19	150	North Orange Co Comm College Dt		Series B General Obligation Bonds	GO	NEG	CO-MGR
05/24/19	55	Canyon Co (Vallivue) SD #139	ID	Series 2019 A & B GO Sales Tax Guaranty	GO	NEG	SOLE
05/23/19	5	Bradford Co (Sayre) ASD	PA	Series of 2019 General Obligation Notes	GO	NEG	SOLE
05/23/19	46	Maricopa Co (Deer Valley) USD #97	AZ	Series E 2019 School Improvement Bonds	GO	NEG	LEAD
05/22/19	8	Allegheny Co (Wilkinsburg Boro) SD	PA	Series A of 2019 General Obligation	GO	NEG	SOLE
05/22/19	63	Snohomish Co (Everett) SD #2	WA	Series 2019 GO & Refunding Bonds	GO	NEG	CO-MGR
05/21/19	70	Denton Co (Argyle) ISD	TX	Series 2019 Unitd Tax School Building	GO	NEG	CO-MGR
05/21/19	23	Upshur Co (Gilmer) ISD	TX	Series 2019 Unitd Tax School Bidg Bonds	GO	NEG	CO-MGR
05/16/19	10	Bradford Co (Troy) ASD	PA	Series of 2019 General Obligation Bonds	GO	NEG	SOLE
05/16/19	10	Daphne City-Alabama	AL	Series 2019 GO Ref & Improvement	GO	NEG	SOLE
05/15/19	13	Allegheny Co (Shaler) ASD	PA	Series of 2019 General Obligation Bonds	GO	NEG	SOLE
05/15/19	10	Collin Co (Richardson) ISD		Series 2019 Unitd Tax School Building	GO	NEG	CO-MGR
05/15/19		Collin Co (Richardson) ISD		Series 2019 Unitd Tax School Building	GO		CO-MGR
05/15/19	16	Kootenai Co (Post Falls) SD #273		Series 2019 General Obligation Bonds	GO	NEG	SOLE
05/14/19	11	Solano Co (Dixon) USD	CA	Series 2019 General Obligation Bonds	GO	NEG	SOLE
05/10/19	8	Wayne Co (Western Wayne) SD		Series of 2019 General Obligation Bonds	GO	NEG	SOLE
05/09/19	2	Woodburn City-Oregon		Series 2019 Full Faith&Credit Fin Agree	GO	PVT	SOLE
05/08/19	27	Stanislaus Co (Modesto) ESD		Series A General Obligation Bonds	GO	NEG	CO-MGR
05/08/19	8	Williamson Co (Leander) ISD	TX	Series 2019 C School Building Bonds	GO	NEG	CO-MGR
05/08/19	0 77	Williamson Co (Leander) ISD	TX	Series 2019 C School Building Bonds	GO	NEG	CO-MGR
05/07/19	9	Fresno Co (Kerman) USD	CA	Series 2019 General Obligation Bonds	GO	NEG	SOLE
05/03/19	13	Douglas Co (Eastmont) SD #206		Series 2019 Ltd General Obligation Bonds	GO	NEG	SOLE
05/03/19	65	Lower Kennebec Region Sch Unit #1		Series 2019 General Obligation Bonds	GO	NEG	SOLE
05/03/19	9	Bradford Co (Wyalusing) ASD	PA	Series 2019 General Obligation Bonds	GO	NEG	SOLE
05/01/19		El Paso Co (Socorro) ISD	TX	Series 2019 School Building Bonds	GO	NEG	LEAD
05/01/19	71	Pierce Co (Socorro) ISD Pierce Co (Peninsula) SD #401	WA	Series 2019 School Building Bonds Series 2019 General Obligation Bonds	GO	NEG	SOLE
1	1	· · · · · · · · · · · · · · · · · · ·	IA	<u> </u>	GO GO	PVT	
04/30/19		Alton City-Iowa Iowa Finance Authority		Series 2019 Capital Loan Notes 2019 Series C Single Family Mortgage	GO	NEG	SOLE
	20		I IA			INEG	CO-MGR
04/30/19	20						
	20 92 76	Denton Co (Northwest) ISD Dallas Co (Coppell) ISD	TX TX	Series 2019 Unltd Tax School Building Series 2019 School Building Bonds	GO GO	NEG NEG	CO-MGR CO-MGR

Piper Jaffr	ay Genera	Obligation Negotiated Underwriting Experience	-				
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
04/25/19	27	Round Rock City-Texas	ΤX	Series 2019 Comb Tax & Ltd Rev Certs of	GO	NEG	CO-MGR
04/25/19	14	Yakima Co (Sunnyside) SD #201	WA	Series 2019 Unlimited Tax GO BOnds	GO	NEG	SOLE
04/24/19	7	North Fayette Twp-Pennsylvania	PA	Series of 2019 GO Refunding Bonds	GO	NEG	SOLE
04/24/19	44	Carrollton City-Texas	ΤX	Series 2019 GO Improvement & Ref	GO	NEG	LEAD
04/24/19	265	Collin Co (Frisco) ISD	TX	Series 2019 Unlt Tx School Bldg & Ref	GO	NEG	CO-MGR
04/24/19	239	University of Connecticut	-	2019 & Ref Series A General Obligation	GO	NEG	LEAD
04/23/19	20	University of Minnesota Regents	MN	Series 2019 C General Obligation Bonds	GO	NEG	CO-MGR
04/23/19	132	Fort Bend ISD	TX	Series 2019 B Unlimited Tax Refunding	GO	NEG	CO-MGR
04/23/19	155	University of Minnesota Regents	MN	Series 2019 A & B GO & Refunding Bonds	GO	NEG	CO-MGR
04/23/19	21	Dallas Co (Coppell) ISD	TX	Series 2019 A Unlimited Tax Refunding	GO	NEG	CO-MGR
04/23/19	7	Collin Co (Prosper) ISD	TX	Series 2019 Unlimited Tax Refunding	GO	NEG	SOLE
04/22/19	4	Collin Co (Anna) ISD	TX	Series 2019 Unlimited Tax Refunding	GO	NEG	SOLE
04/22/19	20	Temple City-Texas	TX	Series 2019 GO Refunding Bonds	GO	NEG	LEAD
04/18/19	10	Berks Co (Conrad Weiser) ASD	PA	Series of 2019 General Obligation Bonds	GO	NEG	SOLE
04/17/19	22	Mississippi Development Bank	MS	Series 2019 Special Obligation BOnds	GO	NEG	LEAD
04/16/19	56	Maricopa Co (Mesa) USD #4	AZ	Series A (2019) School Improvement	GO	NEG	CO-MGR
04/16/19	4	Tehama Co (Red Bluff) UHSD	CA	Series 2019 General Obligation Bonds	GO	NEG	SOLE
04/11/19	2024		CA	Various Purpose GO & Ref Bonds	GO	NEG	CO-MGR
04/09/19	18	Multnomah Co (Gresham-Barlow) SD #10JT	OR	Series 2019 B General Obligation Bonds	GO	NEG	SOLE
04/09/19	32	Multnomah Co (Gresham-Barlow) SD #10JT	OR	Series 2019 A GO Deferred Interest Bonds	GO	NEG	SOLE
04/09/19	9	Douglas Co (Reedsport) SD #105	OR	Series 2019 GO Refunding Bonds	GO	PVT	SOLE
04/05/19	9	Hutto City-Texas	TX	Series 2019 B General Obligation Bonds	GO	NEG	LEAD
04/05/19		Hutto City-Texas	TX	Series 2019 A General Obligation Bonds	GO	NEG	LEAD
04/02/19	11	Gavilan Jt Community College Dt	CA	Series A-1 General Obligation Bonds	GO	NEG	SOLE
04/02/19	27	Gavilan Jt Community College Dt	CA	Series A General Obligation Bonds	GO	NEG	SOLE
04/02/19	3	Pleasant Prairie VIg-Wisconsin	WI	Series 2019 GO promissory Notes	GO	NEG	SOLE
04/02/19	6	Pleasant Prairie VIg-Wisconsin	WI	Series 2019 GO Promissory Notes	GO	NEG	SOLE
04/02/19	8	Pleasant Prairie Vlg-Wisconsin	WI	Series 2019 GO Promissory Notes	GO	NEG	SOLE
04/01/19	5	Burlington City-Iowa	IA	Series 2019 A GO Corporate Purpose	GO	NEG	SOLE
03/29/19	96	Connecticut	-	2019 Series A-7 General Obligation Bonds	GO	NEG	CO-MGR
03/29/19	8 15	Connecticut Connecticut	CT CT	2019 Series A-6 General Obligation Bonds	GO GO	NEG	CO-MGR
			-	2019 Series A-5 General Obligation Bonds		NEG	CO-MGR
03/29/19	153		CT	2019 Series A-5 General Obligation Bonds	GO	NEG	CO-MGR
03/29/19	2	Connecticut	CT CT	2019 Series A-4 General Obligation Bonds	GO GO	NEG NEG	CO-MGR
03/29/19	33	Connecticut Connecticut	-	2019 Series A-4 General Obligation Bonds	GO	NEG	CO-MGR
	68			2019 Series A-3 General Obligation Bonds			CO-MGR
03/29/19	317 7	Connecticut Connecticut		2019 Series A-3 General Obligation Bonds	GO GO		CO-MGR CO-MGR
	95			2019 Series A-2 General Obligation Bonds 2019 Series A-2 General Obligation Bonds	GO GO	NEG	
03/29/19	95 49	Connecticut Connecticut	-	2019 Series A-2 General Obligation Bonds 2019 Series A-1 General Obligation Bonds	GO	NEG	CO-MGR CO-MGR
03/29/19	159	Connecticut		2019 Series A-1 General Obligation Bonds		NEG	CO-MGR
03/29/19	39	Ohlone Community College Dt	CA	Series D General Obligation Bonds	GO	NEG	SOLE
03/28/19	5	Wyandotte Co (Turner) USD #202	KS	Series 2019-B General Obligation Bonds	GO	NEG	SOLE
03/28/19	44	Wyandotte Co (Turner) USD #202	KS	Series 2019-A General Obligation Bonds	GO	NEG	SOLE
03/28/19	273	Travis Co-Texas	TX	Series 2019 A Certificates of Obligation	GO	NEG	CO-MGR
03/28/19	12	Clinton Town-Connecticut	CT	Issue of 2019 GO Refunding Bonds	GO	NEG	SOLE
03/27/19	8	Los Angeles Co (Paramount) USD	CA	Series 2019 B GO Capital Appreciation	GO	NEG	CO-MGR
03/27/19	22	Los Angeles Co (Paramount) USD	CA	Series 2019 B General Obligation Bonds	GO	NEG	CO-MGR
03/26/19	49	Travis Co (Pflugerville) ISD	TX	Series 2019 B Unitd Tax School Building	GO	NEG	CO-MGR
03/26/19	38	Travis Co (Pflugerville) ISD	TX	Series 2019 A Unitd Tax School Building	GO	NEG	CO-MGR
03/26/19	137	Travis Co (Pflugerville) ISD	TX	Series 2019 A Unitd Tax School Building	GO	NEG	CO-MGR
03/26/19	150	West Valley-Mission Comm Coll Dt	CA	Series 2019 A General Obligation Bonds	GO	NEG	CO-MGR
03/21/19	9	Allegheny Co (Keystone Oaks) SD	PA	Series A & B of 2019 GO Refunding Bonds	GO	NEG	SOLE
03/20/19	3	Ventura Co (Moorpark) USD		20149 Series E General Obligation Bonds	GO	PVT	SOLE
03/19/19	10	San Mateo Co (Portola Valley) SD	CA	Series 2019 A General Obligation Bonds	GO	NEG	SOLE

Piper Jaffr	ay Genera	Obligation Negotiated Underwriting Experience			-		
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
03/19/19	176	Collin Co (Prosper) ISD	ΤХ	Series 2019 Unltd Tax School Building	GO	NEG	LEAD
03/19/19	3	San Mateo Co (Portola Valley) SD	CA	2020 Series GO Refunding Bonds	GO	NEG	SOLE
03/15/19	6	Redmond City-Oregon	OR	Series 2019 C Full Faith & Credit Bonds	GO	NEG	SOLE
03/15/19	3	Redmond City-Oregon	OR	Series 2019 B-2 Full Faith & Credit Bonds	GO	NEG	SOLE
03/15/19	31	Redmond City-Oregon	OR	Series 2019 A & B-1 Full Faith & Credit Ref	GO	NEG	SOLE
03/15/19		New London City-Connecticut	CT	Issue of 2019 General Obligation Bonds	GO	NEG	SOLE
03/15/19	15	New London City-Connecticut	CT	Issue of 2019 General Obligation Bonds	GO	NEG	SOLE
03/11/19	6 9	Kankakee Co Comm Coll Dt #520	IL AZ	Series 2019 Debt Certificates	GO GO	PVT NEG	SOLE SOLE
03/08/19 03/07/19	38	Maricopa Co (Pendergast) ESD #92 Minnesota Housing Fin Agency		Series C (2018) School Improvement 2019 Series C Residential Hsg Finance	GO	NEG	CO-MGR
03/07/19		Minnesota Housing Fin Agency		2019 Series B Residential Hsg Finance	GO	NEG	CO-MGR
03/07/19	8	Minnesota Housing Fin Agency		2019 Series A Residential Hsg Finance	GO	NEG	CO-MGR
03/05/19	171	Brazoria Co (Alvin) ISD	TX	Series 2019 Unitd Tax Schoolhouse & Ref	GO	NEG	CO-MGR
02/28/19	57	Chester Co-Pennsylvania	PA	Series of 2019 General Obligation Bonds	GO	NEG	LEAD
02/27/19		Williamson Co (Franklin) SSD	TN	Series 2019 Ltd Tax School Improvement	GO	NEG	SOLE
02/26/19	53	Alameda Co (San Leandro) USD		Series B-C General Obligation Bonds	GO	NEG	SOLE
02/26/19	3	York Center Fire Protection Dt	IL	Series 2019 General Obligation Bonds	GO	PVT	SOLE
02/22/19	20	Clatsop Co-Oregon	OR	Series 2019 General Obligation Bonds	GO	NEG	SOLE
02/18/19		Itasca Park Dt	IL	Series 2019 B Debt Certificates	GO	PVT	SOLE
02/18/19	2	Itasca Park Dt	IL	Series 2019 A GO Limited Tax Park Bonds	GO	PVT	SOLE
02/15/19	2	Illinois Comm College Dt #518	IL	Series 2019 B GO Refunding Comm Coll	GO	PVT	SOLE
02/15/19	1	Illinois Comm College Dt #518	IL	Series 2019 A GO Refunding Bonds	GO	NEG	SOLE
02/14/19	80	Sierra Joint Comm College Dt	CA	Series A General Obligation Bonds	GO	NEG	SOLE
02/14/19	1	Canyon Co (Middleton) SD #134	ID	Series 2019 General Obligation Bonds	GO	PVT	SOLE
02/14/19	9	Northbrook Park Dt	IL	Series 2019 GO Limited Tax Park Bonds	GO	NEG	SOLE
02/13/19	4	Wasco Co (Dufur) SD #29	OR	Series 2019 General Obligation Bonds	GO	NEG	SOLE
02/13/19	20	Oregon		2019 Series C General Obligation Bonds	GO	NEG	CO-MGR
02/13/19	40	Oregon	OR	2019 Series B General Obligation Bonds	GO	NEG	CO-MGR
02/13/19	466	Oregon	OR	2019 Series A & D General Obligation	GO	NEG	CO-MGR
02/12/19	13	Marion Co (Woodburn) SD #103	OR	Series 2019 Full Faith & Credit & Ref Oblig	GO	NEG	SOLE
02/08/19	4	Greater Round Lake Fire Protect Dt	IL	Series 2019 General Obligation Bonds	GO	NEG	SOLE
02/07/19	2	Marion Co (Woodburn) SD #103	OR	Series 2019 General Obligation Bonds	GO	NEG	SOLE
02/07/19	30	Minnesota Housing Fin Agency	MN	2019 Series B Homeownership Finance	GO	NEG	CO-MGR
02/07/19	36	Minnesota Housing Fin Agency	MN	2019 Series A Homeownership Finance	GO	NEG	CO-MGR
02/06/19	143	San Jacinto Comm College Dt		Series 2019 A & B Ltd Tax GO Building &	GO	NEG	CO-MGR
02/06/19	75	Brazoria Co (Pearland) ISD	ΤX	Series 2019 Unltd Tax School Building	GO	NEG	LEAD
02/05/19	5	Kenosha City-Wisconsin	WI	Seris 2019 A GO Promissory Notes	GO	NEG	SOLE
02/05/19	12	Bolingbrook Park Dt	IL	Series 2019 B GO Parks Bonds	GO	NEG	SOLE
02/05/19	2	Bolingbrook Park Dt	IL	Series 2019 A GO Parks Bonds	GO	NEG	SOLE
02/05/19	34	Kenosha City-Wisconsin	WI	Series 2019 A GO Promissory Notes	GO	NEG	SOLE
02/05/19	9	Kenosha City-Wisconsin	WI	Series 2019 GO Refunding Bonds	GO	NEG	SOLE
01/31/19	4	Bridgeport City-Connecticut	CT	2019 Series B General Obligation Bonds	GO	NEG	CO-MGR
01/31/19	34	Bridgeport City-Connecticut	CT	2019 Series A General Obligation Bonds	GO	NEG	CO-MGR
01/30/19		Warrenton-Hammond SD #30		Series 2019 B General Obligation Bonds	GO	NEG	SOLE
01/30/19	17	Warrenton-Hammond SD #30	OR	Series 2019 A General Obligation Bonds	GO	NEG	SOLE
01/30/19	241	El Paso ISD	ΤX	Series 2019 Unlimited Tax School Bldg	GO	NEG	CO-MGR
01/29/19	98	Harris Co (Spring) ISD	TX	Series 2019 Unlimited Tax School Bldg	GO	NEG	CO-MGR
01/24/19	70	Marin Comm College Dt	CA	Series B General Obligation Bonds	GO	NEG	SOLE
01/24/19	98	Marin Comm College Dt	CA	Series 2019 B-1 General Obligation Bonds	GO	NEG	SOLE
01/24/19	33	Galveston City-Texas	TX	Series 2019 Comb Tax & Rev Certs of	GO	NEG	CO-MGR
01/24/19		Kerr Co (Kerrville) ISD	ΤХ	Series 2019 Unltd Tax School Building	GO	NEG	CO-MGR
01/23/19		Merced Co (Loma Prieta) JUESD	CA	Series A General Obligation Bonds	GO	NEG	SOLE
01/23/19		Honolulu City & Co-Hawaii	HI	Series 2019 A & B General Obligation	GO	NEG	

Piper Jaffra	ay Genera	Obligation Negotiated Underwriting Experienc	е				-
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
01/23/19	18	Clatsop Co (Astoria) SD #1C	OR	Series 2019 General Obligation Bonds	GO	NEG	SOLE
01/23/19	52	Clatsop Co (Astoria) SD #1C	OR	Series 2019 General Obligation Bonds	GO	NEG	SOLE
01/23/19	68	Dallas ISD	TX	Series 2019 Unlimited Tax Refunding	GO	NEG	CO-MGR
01/22/19	5	Pflugerville City-Texas	TX	Series 2019 Ltd Tx & Comb Tx & Ltd Rev	GO	NEG	CO-MGR
01/22/19		Pflugerville City-Texas	TX	Series 2019 Ltd Tx & Comb Tx & Ltd Rev	GO	NEG	CO-MGR
01/17/19		Maricopa Co (Tempe) ESD #3	AZ	Series B (2019) School Improvement	GO	NEG	SOLE
01/17/19		Bell Co (Salado) ISD	TX	Series 2019 Unlimited Tax School Bldg	GO	NEG	CO-MGR
01/17/19		Harris Co (Cypress-Fairbanks) ISD	TX	Series 2019 Unlimited Tax Refunding	GO	NEG	CO-MGR
01/17/19		Woodland City-California	CA	Series 2019 Special Tax Bonds	GO	NEG	SOLE
01/16/19		North Central Educ Svc Dt #171	WA	Series 2019 Limited Tax GO Bonds	GO	PVT	SOLE
01/16/19		Sangamon (Rochester) CUSD #3A	IL	Series 2019 GO School Refunding Bonds	GO	PVT	SOLE
01/15/19	21	Tarrant Co (Birdville) ISD	TX	Series 2019 Unlimited Tax School Bldg	GO	NEG	CO-MGR
01/15/19	136	Tarrant Co (Birdville) ISD	TX	Series 2019 Unlimited Tax School Bldg	GO	NEG	CO-MGR
01/15/19		Williamson Co (Liberty Hill) ISD	TX	Series 2019 Unitd Tax School Building	GO	NEG	CO-MGR
01/10/19		Maricopa Co (Madison) ESD #38	AZ	Series C 2019 School Improvement Bonds	GO	NEG	SOLE
12/21/18	9	Coralville City-Iowa	IA	Series 2018 K General Obligation Bonds	GO	PVT	SOLE
12/21/18		Coralville City-Iowa	IA	Series 2018 J General Obligation Bonds	GO	PVT	SOLE
12/21/18		Coralville City-Iowa	IA	Series 2018 I General Obligation Bonds	GO	PVT	SOLE
12/21/18		Coralville City-Iowa	IA	Series 2018 F-2 General Obligation Bonds	GO	PVT	SOLE
12/21/18			IA	Series 2018 F-1 General Obligation Bonds	GO	PVT	SOLE
		Coralville City-Iowa	WV		GO		
12/20/18		Wheeling City-West Virginia	WA	Series 2018 Comb Wtrwrks & Sewerage	GO GO	PVT	SOLE
12/19/18		Grays Harbor Co Pub Hosp Dt #2		Series 2018 Limited Tax GO & Refunding		NEG	SOLE
12/19/18		Lake Bluff Park Dt	IL IA	Series 2018 Refunding Debt Certificates	GO	PVT	SOLE
12/14/18		Coralville City-Iowa	IA	Annual Appro GO Lease Purch COPs	GO	PVT	SOLE
12/13/18		Coralville City-Iowa	IA	Series 2018 E GO Annual Appropration	GO	NEG	SOLE
12/13/18	6	Grays Co (Hoquiam) SD #28	WA	Series 2018 Unlimited Tax GO Bonds	GO	NEG	SOLE
12/12/18	7	Lewis Co (Toledo) SD #237	WA	Series 2018 Unlimited Tax GO Bonds	GO	NEG	SOLE
12/12/18		Montana Board of Housing	MT	2019 Series A Simgle Family Program	GO	NEG	CO-MGR
12/11/18		Clackamas Co (Oregon City) SD #62	OR	Series 2018 C GO & Refunding Bonds	GO	NEG	SOLE
12/11/18		Clackamas Co (Oregon City) SD #62	OR	Series 2018 B GO & Refunding Bonds	GO	NEG	SOLE
12/11/18		Clackamas Co (Oregon City) SD #62	OR	Series 2018 A GO & Refunding Bonds	GO	NEG	SOLE
12/06/18		Maricopa Co (Paradise Valley) USD #69	AZ	Series D (2018) School Improvement	GO	NEG	SOLE
12/06/18		Tillamook Co-Oregon	OR	Series 2018 General Obligation Bonds	GO	NEG	SOLE
12/04/18	110	Clackamas (No Clackamas) SD #12	OR	Series 2018 General Obligation Bonds	GO	NEG	SOLE
11/29/18	3	Arlington Heights Park Dt	IL	Series 2018 B Ref Debt Certificates	GO	PVT	SOLE
11/29/18		Oregon Education Dt	OR	Series 2018 Full Faith & Credit Pension	GO	NEG	SOLE
11/29/18	1	Reno Co-Kansas	KS	Series 2018 General Obligation Bonds	GO	NEG	SOLE
11/28/18		Riley Co (Manhattan) USD #383	KS	Series 2018 B General Obligation Bonds	GO	NEG	SOLE
11/28/18	130	Riley Co (Manhattan) USD #383	KS	Series 2018 A General Obligation Bonds	GO	NEG	SOLE
11/28/18	95	Snohomish (Stanwood) SD #401	WA	Series 2018 Unlimited Tax GO Bonds	GO	NEG	SOLE
11/28/18	7	Weston Town-Connecticut	CT	Issue of 2018 Ser B GO Refunding Bonds	GO	NEG	SOLE
11/28/18	3	Weston Town-Connecticut	СТ	Issue of 2018 Ser A GO Refunding Bonds	GO	NEG	SOLE
11/27/18	102	King Co Public Hospital Dt #1	WA	Series 2018 Ltd Tax GO & Refunding	GO	NEG	SOLE
11/20/18		Niles Park Dt	IL	Series 2018 GO Ltd Park Bonds	GO	PVT	SOLE
11/15/18	7	Hampton Twp-Pennsylvania	PA	Series of 2018 General Obligation Bonds	GO	NEG	SOLE
11/15/18		Arlington Heights Park Dt	IL	Series 2018 A GO Limited Tax Park Bonds	GO	NEG	SOLE
11/15/18		Bear Lake Co-Idaho	ID	Series 2018 General Obligation Bonds	GO	NEG	SOLE
11/15/18		Dundee Twp Park Dt	IL	Series 2018 GO Alt Rev Source Ref Pk	GO	PVT	SOLE
11/14/18	2	Ohio Twp-Pennsylvania	PA	Series of 2018 General Obligation Bonds	GO	NEG	SOLE
	-					NEG	SOLE
11/14/18	1	Iowa Central Comm College	IA	Series 2018-2 GO Plant Fund Cabilari Dan	GU		
11/14/18 11/14/18		Iowa Central Comm College Hinckley-Big Rock CUSD #429	IA IL	Series 2018-2 GO Plant Fund Capital Loan Series 2018 GO Refunding School Bonds	GO	PVT	SOLE

Date (MM*s) Issuer State Description Type T 11/09/18 2 Johnson Co (Spring Hill) USD #230 KS Series 2018 A General Obligation Bonds GO N 11/09/18 72 Johnson Co (Spring Hill) USD #230 KS Series 2018 A General Obligation Bonds GO N 11/08/18 52 Leavenworth Co (Basehor-Linwood) USD #458 KS Series 2018 General Obligation Bonds GO N 11/06/18 Carnyon Co (Parma) 33 137 ID Series 2018 G Promisson Wortes GO N 11/06/18 17 Persant Prairie Vg-Wisconsin WI Series 2018 A I Enith & Credit Pension GO N 11/01/18 8 Everett Public Facilities Dt WA Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 T Rockwall ISD TX Series 2018 General Obligation Bonds GO N 10/31/18 Packiwall SD TX Series 2018 Gene	Piper Jaffr	ay Genera	I Obligation Negotiated Underwriting Experience	-				
11/09/18 72 Johnson Co (Spring Hill) USD #230 KS Series 2018 Au General Obligation Bonds GO F 11/08/18 52 Leaverworth Co (Basehor-Linwood) USD 4458 KS Series 2018 General Obligation Bonds GO N 11/06/18 52 Leaverworth Co (Basehor-Linwood) USD 4458 KS Series 2018 General Obligation Bonds GO N 11/06/18 17 Pertaant Community College Dt OR Series 2018 Den Promissory Notes GO N 11/01/18 Everent Public Facilities Dt WA Series 2018 A Limited Go Refunding GO N 10/01/18 Everent Public Facilities Dt WA Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 1 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 7 Rockwall ISD TX Series 2018 Col Limited Tax Park Bonds GO N 10/30/18 12 Yuba Co (Marysville) JUSD CA Series 2018 General Obligation Bonds GO N 10/30/18 12			Issuer	State	Description		Bid Type	Piper Role
11/08/18 3 Early SUB Count Fair GO F 11/08/18 5 Leaverwordh Co (Basehor-Linwood) USD #458 KS Series 2018 General Obligation Bonds GO N 11/06/18 5 Canyon Co (Parma) Sd 137 ID Series 2018 Go Fenderal Obligation Bonds GO N 11/06/18 7 Portland Community College Dt OR Series 2018 Del Iraith & Credit Pension GO N 11/01/18 12 Everett Public Facilities Dt WA Series 2018 A Coll March Andrea GO N 10/31/18 1 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 1 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 2 Rockwall ISD TX Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 2 Rockwall ISD TX Series 2018 General Obligation Bonds GO N 10/31/18 2 Rockwall ISD TX Series 2018 Gene	11/09/18	2	Johnson Co (Spring Hill) USD #230	KS	Series 2018-B GO Refunding Bonds	GO	NEG	SOLE
11/08/18 52 Leavernworth Co (Basehor-Linvood) USD #458 KS Series 2018 General Obligation Bonds GO N 11/06/18 1 Pleasant Praire Vig-Wisconsin WI Series 2018 Gol Promissory Notes GO N 11/06/18 17 Pertand Community College D1 OR Series 2018 Linited GO Refunding GO N 11/01/18 18 Everett Public Facilities D1 WA Series 2018 A Linited GO Refunding GO N 10/31/18 10 Naperville Park D1 IL Series 2018 A GO Linited Tax Park Bonds GO N 10/31/18 1 Naperville Park D1 IL Series 2018 A GO Linited Tax Park Bonds GO N 10/31/18 1 Rockwall ISD TX Series 2018 Coll Linited Tax Park Bonds GO N 10/30/18 1 Yuba Co (Marysville) JUSD CA Series 2018 Ceneral Obligation Bonds GO N 10/30/18 1 Yuba Co (Marysville) JUSD CA Series 2018 General Obligation Bonds GO N 10/30/18 1		72	Johnson Co (Spring Hill) USD #230	KS	Series 2018 A General Obligation Bonds	GO	NEG	SOLE
11/06/18 5 Carryon Co (Parma) SQ 137 ID Series 2018 General Doligation Bonds GO N 11/06/18 1 Peatand Community College Dt OR Series 2018 Full Faith & Credit Pension GO N 11/01/18 8 Everett Public Facilities Dt WA Series 2018 B Limited GO Refunding GO N 10/31/18 10 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 1 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 2 Wilmette Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 2 Wilmette Park Dt IL Series 2018 Unit Tax School Building GO N 10/31/18 1 Yuba Co (Marysville) JUSD CA Series 2018 Ceneral Obligation Bonds GO N 10/30/18 9 Galveston Co (Santa Fe) ISD TX Series 2018 Ceneral Obligation Bonds GO N 10/30/18 9 Galveston C	11/08/18	3		OR	-	GO	PVT	SOLE
11/06/18 1 Pleasant Praire Vig-Wisconsin WI Series 2018 G D Fromisory Notes GO N 11/06/18 172 Portland Community College Dt OR Series 2018 A Limited GO Refunding GO N 11/01/18 8 Everett Public Facilities Dt WA Series 2018 A Limited GO Refunding GO N 10/31/18 10 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 1 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 15 Rockwall ISD TX Series 2018 Unltd Tax School Building GO N 10/30/18 12 Yuba Co (Marysville) JUSD CA Series 2018 General Obligation Bonds GO N 10/30/18 12 Yuba Co (Marysville) JUSD CA Series 2018 General Obligation Bonds GO N 10/30/18 12 Yuba Co (Marysville) JUSD CA Series 2018 General Obligation Bonds GO N 10/22/18 6 Johnson C	11/08/18	52	Leavenworth Co (Basehor-Linwood) USD #458	KS	Series 2018 General Obligation Bonds	GO	NEG	SOLE
11/06/18 172 Portland Community College Dt. OR. Series 2018 F Lull Fails Good Refunding GO N 11/01/18 8 Everent Public Facilities Dt WA Series 2018 A Limited GO Refunding GO N 10/31/18 10 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 1 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 2 Wilmette Park Dt IL Series 2018 Lonited Tax School Building GO N 10/31/18 2 Rockwall ISD TX Series 2018 Contented Park Bonds GO N 10/30/18 2 Rockwall ISD TX Series 2018 Contental Dubigation Bonds GO N 10/30/18 9 Galveston Co (Marysville) JUSD CA Series 2018 Contental Dubigation Bonds GO N 10/22/18 1 Johnson Co Fire Protection Dt MO Series 2018 Contental Dubigation Bonds GO N 10/22/18 6 <	11/06/18	5	Canyon Co (Parma) Sd 137	ID	Series 2018 General Obligation Bonds	GO	NEG	SOLE
11/06/18 172 Portland Community College Dt OR Series 2018 Full Fairlier As Credit Pension GO N 11/01/18 8 Everent Public Facilities Dt WA Series 2018 A Limited GO Refunding GO N 10/31/18 10 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 1 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 1 Naperville Park Dt IL Series 2018 Lonited Tax School Building GO N 10/31/18 2 Wilmette Park Dt IL Series 2018 Lonited Tax School Building GO N 10/31/18 2 Nubac Co (Marysville) JUSD CA Series 2018 Ceneral Obligation Bonds GO N 10/30/18 9 Galveston Co (Santa Fe) ISD TX Series 2018 Conteral Obligation Bonds GO N 10/22/18 1 Johnson Co Fire Protection Dt MO Series 2018 Conteral Obligation Bonds GO N 10/23/18 6		1	Pleasant Prairie Vlg-Wisconsin	WI		GO	NEG	SOLE
11/01/18 8 Everett Public Facilities Dt WA Series 2018 A Limited GO Refunding GO N 11/01/18 12 Everett Public Facilities Dt WA Series 2018 A GO Limited GO Refunding GO N 10/31/18 1 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 2 Wilnette Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 17 Rockwall ISD TX Series 2018 Unital Tax School Building GO N 10/30/18 12 Yuba Co (Marysville) JUSD CA Series 2018 General Obligation Bonds GO N 10/30/18 12 Yuba Co (Marysville) JUSD CA Series 2018 Unlimited Tax Refunding GO N 10/24/18 1 Johnson Co Fire Protection D1 MO Series 2018 Unlimited Tax Refunding GO N 10/24/18 1 Johnson (Warensburg) SD #A1 WA Series 2018 Unlimited Tax Refunding GO N 10/17/18 5 King Co	11/06/18		- · ·	OR		GO	NEG	SOLE
11/01/18 12 Everett Public Facilities Dt WA Series 2018 A GO Ientunding GO N 10/31/18 1 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 2 Wilmette Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 2 Wilmette Park Dt IL Series 2018 Unit Tax School Building GO N 10/31/18 27 Rockwall ISD TX Series 2018 Unit Tax School Building GO N 10/30/18 1 Yuba Co (Marysville) JUSD CA Series 2018 General Obligation Bonds GO N 10/30/18 9 Galveston Co (Santa Fe) ISD TX Series 2018 General Obligation Bonds GO N 10/24/18 1 Johnson Co Fire Protection Dt MO Series 2018 GO Returning Bonds GO N 10/24/18 1 Johnson Co-Illinois IL Series 2018 A General Obligation Bonds GO N 10/24/18 1 Johnson Co-Illinois M							NEG	SOLE
10/31/18 10 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 2 Wilmette Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 2 Wilmette Park Dt IL Series 2018 A GO Limited Tax School Building GO N 10/31/18 15 Rockwall ISD TX Series 2018 Unit Tax School Building GO N 10/30/18 1 Yuba Co (Marysville) JUSD CA Series 2018 General Obligation Bonds GO N 10/20/18 12 Yuba Co (Marysville) JUSD CA Series 2018 Unlimited Tax Refunding GO N 10/20/18 14 Johnson Co Fire Protection Dt MO Series 2018 Unlimited Tax GO Bonds GO N 10/24/18 59 King Co (Highline) SD #401 WA Series 2018 Contenard Dilgation Bonds GO N 10/18/18 1 Johnson Warensburg) SD #4-6 MO Series 2018 Contenard Dilgation Bonds GO N 10/16/18 Kenosha City-Wisconsin				WA		GO	NEG	SOLE
10/31/18 1 Naperville Park Dt IL Series 2018 A GO Limited Tax Park Bonds GO N 10/31/18 2 Wilmette Park Dt IL Series 2018 A GO Limited Tax Rehonds GO N 10/31/18 15 Rockwall ISD TX Series 2018 Unitd Tax School Building GO N 10/31/18 1 Yuba Co (Marysville) JUSD CA Series 2018 General Obligation Bonds GO N 10/30/18 1 Yuba Co (Marysville) JUSD CA Series 2018 General Obligation Bonds GO N 10/30/18 9 Galveston Co (Santa Fe) ISD TX Series 2018 General Obligation Bonds GO N 10/22/18 1 Johnson Co Fire Protaction Dt MO Series 2018 General Obligation Bonds GO N 10/23/18 16 Johnson (Warensburg) SD #R-6 MO Series 2018 General Obligation Bonds GO N 10/14/18 189 Mississippi MS Series 2018 Goneral Obligation Bonds GO N 10/17/18 2.6 Chambers Co (Barbers H				IL			NEG	SOLE
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10/31/18 15 Rockwall ISD TX Series 2018 United Tax School Building GO N 10/31/18 27 Rockwall ISD TX Series 2018 United Tax School Building GO N 10/30/18 1 Yuba Co (Marysville) JUSD CA Series 2018 General Obligation Bonds GO N 10/30/18 12 Yuba Co (Marysville) JUSD CA Series 2018 General Obligation Bonds GO N 10/24/18 1 Johnson Co Fire Protection Dt MO Series 2018 General Obligation Bonds GO N 10/24/18 1 Johnson (Warrensburg) SD #R-6 MO Series 2018 Onlinited Tax General Obligation Bonds GO N 10/14/18 188 Mississippi MS Series 2018 GO Refunding Bonds GO N 10/17/18 5 Jefferson Co-Illinois L Series 2018 GO Alt Rev Source Ref Bonds GO N 10/16/18 4 Kenosha City-Wisconsin WI Series 2018 Gon Promissory Notes GO N 10/11/18 5 Kenosha City-Wisconsin							PVT	SOLE
10/31/18 27 Rockwall ISD TX Series 2018 General Obligation Bonds GO N 10/30/18 1 Yuba Co (Marysville) JUSD CA Series 2018 General Obligation Bonds GO N 10/30/18 9 Galveston Co (Santa Fe) ISD TX Series 2018 General Obligation Bonds GO N 10/25/18 16 North Strabane Twp-Pennsylvania PA Series 2018 General Obligation Bonds GO N 10/24/18 1 Johnson Co Fire Protection Dt MO Series 2018 GO Reinal Obligation Bonds GO N 10/24/18 59 King Co (Highline) SD #401 WA Series 2018 CO Reinal Obligation Bonds GO N 10/24/18 1 Johnson (Warrensburg) SD #R-6 MO Series 2018 CO Reinal Bonds GO N 10/18/18 26 Chambers Co (Barbers Hill) ISD TX Series 2018 CO Reinal Obligation Bonds GO N 10/16/18 4 Kenosha City-Wisconsin WI Series 2018 General Obligation Bonds GO N 10/11/18 5							NEG	CO-MGR
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09/25/186McHenry Co (Huntley) CSD #158ILSeries 2018 GO Refunding School BondsGON09/21/185Denton Co (Pilot Point) ISDTXSeries 2018 Unlimited Tax RefundingGON09/21/1831King Co (Tukwila) SD #406WASeries 2018 General Obligation BondsGON09/18/184Ludlow Town-MassachusettsMASeries of 2018 Unltd Tax GO Muni PurpGON09/18/181Thornton Village-IllinoisILSeries 2018 GO Refunding BondsGON09/18/1834Pasadena City-TexasTXSeries 2018 Comb Tax & Revenue CertsGON09/14/182South Hutchinson City-KansasKSSeries 2018 GO Refunding & ImprovementGON09/13/182Highpointe Park Metropolitan DtCOSeries 2018 Annual Appropriation BondsGON09/10/1846Snohomish Co (Everett) SD #2WASeries 2018 Unlimited Tax GO BondsGON09/06/1856Riverside Co (Moreno Valley) USDCASeries B General Obligation BondsGON09/05/1810Madison (Newman Grove) CSD #13NESeries 2018 GO School Building BondsGON09/04/181Rockwall Co (Royse) ISDTXSeries 2018 Unlimited Tax School BildgGON	09/28/18	6	North Kingstown Town-Rhode Island	RI	2018 Series A GO Refunding Bonds	GO	NEG	SOLE
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09/21/1831King Co (Tukwila) SD #406WASeries 2018 General Obligation BondsGON09/18/184Ludlow Town-MassachusettsMASeries of 2018 Unltd Tax GO Muni PurpGON09/18/181Thornton Village-IllinoisILSeries 2018 GO Refunding BondsGON09/18/1834Pasadena City-TexasTXSeries 2018 Comb Tax & Revenue CertsGON09/18/182South Hutchinson City-KansasKSSeries 2018 Go Refunding & ImprovementGON09/13/182Highpointe Park Metropolitan DtCOSeries 2018 GO Refunding & ImprovementGON09/11/1886Oklahoma City Economic Dev TrustOKSeries 2018 Annual Appropriation BondsGON09/10/1846Snohomish Co (Everett) SD #2WASeries 2018 Unlimited Tax GO BondsGON09/06/1856Riverside Co (Moreno Valley) USDCASeries B General Obligation BondsGON09/05/1810Madison (Newman Grove) CSD #13NESeries 2018 GO School Building BondsGON09/04/181Rockwall Co (Royse) ISDTXSeries 2018 Unlimited Tax School BldgGON	09/25/18	6	McHenry Co (Huntley) CSD #158	IL	Series 2018 GO Refunding School Bonds	GO	NEG	SOLE
09/18/184Ludiow Town-MassachusettsMASeries of 2018 Unitd Tax GO Muni PurpGON09/18/181Thornton Village-IllinoisILSeries 2018 GO Refunding BondsGOF09/18/1834Pasadena City-TexasTXSeries 2018 Comb Tax & Revenue CertsGON09/18/182South Hutchinson City-KansasKSSeries 2018 General Obligation BondsGON09/13/182Highpointe Park Metropolitan DtCOSeries 2018 GO Refunding & ImprovementGOF09/11/1886Oklahoma City Economic Dev TrustOKSeries 2018 Annual Appropriation BondsGON09/10/1846Snohomish Co (Everett) SD #2WASeries 2018 Unlimited Tax GO BondsGON09/06/1856Riverside Co (Moreno Valley) USDCASeries B General Obligation BondsGON09/05/1810Madison (Newman Grove) CSD #13NESeries 2018 GO School Building BondsGON09/04/181Rockwall Co (Royse) ISDTXSeries 2018 Unlimited Tax School BldgGON	09/21/18	5	Denton Co (Pilot Point) ISD	ΤX	Series 2018 Unlimited Tax Refunding	GO	NEG	SOLE
09/18/181Thornton Village-IllinoisILSeries 2018 GO Refunding BondsGOF09/18/1834Pasadena City-TexasTXSeries 2018 Comb Tax & Revenue CertsGON09/14/182South Hutchinson City-KansasKSSeries 2018 General Obligation BondsGON09/13/182Highpointe Park Metropolitan DtCOSeries 2018 GO Refunding & ImprovementGOF09/11/1886Oklahoma City Economic Dev TrustOKSeries 2018 Annual Appropriation BondsGON09/10/1846Snohomish Co (Everett) SD #2WASeries 2018 Unlimited Tax GO BondsGON09/06/1856Riverside Co (Moreno Valley) USDCASeries B General Obligation BondsGON09/05/1810Madison (Newman Grove) CSD #13NESeries 2018 GO School Building BondsGON09/04/181Rockwall Co (Royse) ISDTXSeries 2018 Unlimited Tax School BldgGON	09/21/18	31	King Co (Tukwila) SD #406	WA	Series 2018 General Obligation Bonds	GO	NEG	SOLE
09/18/1834Pasadena City-TexasTXSeries 2018 Comb Tax & Revenue CertsGON09/14/182South Hutchinson City-KansasKSSeries 2018 General Obligation BondsGON09/13/182Highpointe Park Metropolitan DtCOSeries 2018 GO Refunding & ImprovementGOF09/11/1886Oklahoma City Economic Dev TrustOKSeries 2018 Annual Appropriation BondsGON09/10/1846Snohomish Co (Everett) SD #2WASeries 2018 Unlimited Tax GO BondsGON09/06/1856Riverside Co (Moreno Valley) USDCASeries B General Obligation BondsGON09/05/1810Madison (Newman Grove) CSD #13NESeries 2018 GO School Building BondsGON09/04/181Rockwall Co (Royse) ISDTXSeries 2018 Unlimited Tax School BldgGON	09/18/18	4	Ludlow Town-Massachusetts	MA	Series of 2018 Unltd Tax GO Muni Purp	GO	NEG	SOLE
09/14/182South Hutchinson City-KansasKSSeries 2018 General Obligation BondsGON09/13/182Highpointe Park Metropolitan DtCOSeries 2018 GO Refunding & ImprovementGOF09/11/1886Oklahoma City Economic Dev TrustOKSeries 2018 Annual Appropriation BondsGON09/10/1846Snohomish Co (Everett) SD #2WASeries 2018 Unlimited Tax GO BondsGON09/06/1856Riverside Co (Moreno Valley) USDCASeries B General Obligation BondsGON09/05/1810Madison (Newman Grove) CSD #13NESeries 2018 GO School Building BondsGON09/04/181Rockwall Co (Royse) ISDTXSeries 2018 Unlimited Tax School BldgGON	09/18/18	1	Thornton Village-Illinois	IL	Series 2018 GO Refunding Bonds	GO	PVT	SOLE
09/14/182South Hutchinson City-KansasKSSeries 2018 General Obligation BondsGON09/13/182Highpointe Park Metropolitan DtCOSeries 2018 GO Refunding & ImprovementGOF09/11/1886Oklahoma City Economic Dev TrustOKSeries 2018 Annual Appropriation BondsGON09/10/1846Snohomish Co (Everett) SD #2WASeries 2018 Unlimited Tax GO BondsGON09/06/1856Riverside Co (Moreno Valley) USDCASeries B General Obligation BondsGON09/05/1810Madison (Newman Grove) CSD #13NESeries 2018 GO School Building BondsGON09/04/181Rockwall Co (Royse) ISDTXSeries 2018 Unlimited Tax School BldgGON	09/18/18	34	Pasadena City-Texas	TX		GO	NEG	CO-MGR
09/13/182Highpointe Park Metropolitan DtCOSeries 2018 GO Refunding & ImprovementGOF09/11/1886Oklahoma City Economic Dev TrustOKSeries 2018 Annual Appropriation BondsGON09/10/1846Snohomish Co (Everett) SD #2WASeries 2018 Unlimited Tax GO BondsGON09/06/1856Riverside Co (Moreno Valley) USDCASeries B General Obligation BondsGON09/05/1810Madison (Newman Grove) CSD #13NESeries 2018 GO School Building BondsGON09/04/181Rockwall Co (Royse) ISDTXSeries 2018 Unlimited Tax School BldgGON		2		KS			NEG	SOLE
09/11/1886Oklahoma City Economic Dev TrustOKSeries 2018 Annual Appropriation BondsGON09/10/1846Snohomish Co (Everett) SD #2WASeries 2018 Unlimited Tax GO BondsGON09/06/1856Riverside Co (Moreno Valley) USDCASeries B General Obligation BondsGON09/05/1810Madison (Newman Grove) CSD #13NESeries 2018 GO School Building BondsGON09/04/181Rockwall Co (Royse) ISDTXSeries 2018 Unlimited Tax School BldgGON							PVT	SOLE
09/10/1846Snohomish Co (Everett) SD #2WASeries 2018 Unlimited Tax GO BondsGON09/06/1856Riverside Co (Moreno Valley) USDCASeries B General Obligation BondsGON09/05/1810Madison (Newman Grove) CSD #13NESeries 2018 GO School Building BondsGON09/04/181Rockwall Co (Royse) ISDTXSeries 2018 Unlimited Tax School BldgGON							NEG	CO-MGR
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09/05/1810Madison (Newman Grove) CSD #13NESeries 2018 GO School Building BondsGON09/04/181Rockwall Co (Royse) ISDTXSeries 2018 Unlimited Tax School BldgGON				-			NEG	SOLE
09/04/18 1 Rockwall Co (Royse) ISD TX Series 2018 Unlimited Tax School Bldg GO N					¥		NEG	SOLE
			· · · · · · · · · · · · · · · · · · ·				NEG	CO-MGR
							NEG	CO-MGR
08/30/18 7 North Lincoln Fire & Rescue Dt #1 OR Series 2018 General Obligation Bonds GO				-			NEG	SOLE
							NEG	SOLE
							NEG	CO-MGR

Piper Jaffr	ay Genera	I Obligation Negotiated Underwriting Experience					
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
08/28/18	4	Maple Valley-Washington	WA	Series 2018 Limited Tax GO Bonds	GO	NEG	SOLE
08/28/18		Texas Public Finance Auth (TPFA)	ΤX	Series 2018 GO & Refunding Bonds	GO	NEG	LEAD
08/27/18		Ellsworth City-Kansas	KS	Series 2018 GO Temporary Notes	GO	PVT	SOLE
08/24/18	3	Minnesota Tax & Aid Borrow Program	MN	Series 2018 A Certs of Participation Aid	GO	NEG	SOLE
08/24/18	1	Baxter Springs City-Kansas	KS	Series 2018 General Obligation Bonds	GO	NEG	SOLE
08/22/18	15	Rockland Co Solid Waste Mgmt Auth	NY	Series 2018 A GO Refunding Bonds	GO	NEG	SOLE
08/21/18		Banks Fire Dt #13	OR	Series 2018 General Obligation Bonds	GO	NEG	SOLE
08/21/18	10	Hartley-Melvin Sanborn CSD	IA	Series 2018 GO School Bonds	GO	NEG	SOLE
08/16/18		Connecticut	CT	2018 Series F GO Refunding Bonds	GO	NEG	CO-MGR
08/16/18		Connecticut	CT	2018 Series E-4 General Obligation Bonds	GO	NEG	CO-MGR
08/16/18		Connecticut	CT	2018 Series E-3 General Obligation Bonds	GO	NEG	CO-MGR
08/16/18	75	Connecticut	CT	2018 Series E-2 General Obligation Bonds	GO	NEG	CO-MGR
08/16/18	45	Connecticut	CT	2018 Series E-1 General Obligation Bonds	GO	NEG	CO-MGR
08/16/18		Connecticut	CT	2018 Series A-2 General Obligation Bonds	GO	NEG	CO-MGR
08/16/18		Connecticut	CT	2018 Series A-1 General Obligation Bonds	GO	NEG	CO-MGR
08/15/18		Honolulu City & Co-Hawaii	HI	Series 2018 E & F General Obligation	GO	NEG	CO-MGR
08/15/18		Honolulu City & Co-Hawaii	HI	Series 2018 C & D General Obligation	GO	NEG	CO-MGR
08/15/18		Honolulu City & Co-Hawaii	HI	Series 2018 A & B General Obligation	GO	NEG	CO-MGR
08/14/18		El Camino Community College Dt	CA	Series 2018 B General Obligation Bonds	GO	NEG	LEAD
08/14/18		Whatcom Co (Bellingham) SD #501	WA	Series 2018 Unlimited Tax GO Bonds	GO	NEG	SOLE
08/14/18		Denton Co ISD	TX	Series 2018 Unitd Tax School Building	GO	NEG	LEAD
08/14/18		Denton Co ISD	TX	Series 2018 United Tax School Building	GO	NEG	LEAD
08/14/18 08/13/18		Lubbock Co (Lubbock-Cooper) ISD	TX	Series 2018 Unitd Tax School Building	GO GO	NEG PVT	LEAD
08/09/18		Scott Co (Pleasant Valley) CSD Riverside Co (Beaumont) USD	IA CA	Series 2018 Infra Sales Svcs & Use Tx	GO	NEG	SOLE SOLE
08/09/18		Riverside Co (Beaumont) USD	CA	Series E General Obligation Bonds 2018Series C GO Refunding Bonds	GO	NEG	SOLE
08/09/18	20	Tualatin City-Oregon	OR	Series 2018 GO & Refunding Bonds	GO	NEG	SOLE
08/07/18		Linn Co (Harrisburg) SD #7	OR	Series 2018 B General Obligation Bonds	GO	NEG	SOLE
08/07/18	2	Linn Co (Harrisburg) SD #7	OR	Series 2018 A General Obligation Bonds	GO	NEG	SOLE
08/07/18	2	Johnson Co-Missouri	MO	Series 2018 Neighborhood Imp District	GO	PVT	SOLE
08/02/18	23	Tillamook (Nestucca VIIy) JSD #101	OR	Series 2018 B General Obligation Bonds	GO	NEG	SOLE
08/02/18		Tillamook (Nestucca VIIy) JSD #101	OR	Series 2018 A General Obligation Bonds	GO	NEG	SOLE
08/01/18		Imperial Community College Dt	CA	Series 2018 C General Obligation Bonds	GO	NEG	SOLE
08/01/18		Imperial Community College Dt	CA	Series 2018 C General Obligation Bonds	GO	NEG	SOLE
07/31/18	3	Gladstone-Oregon	OR	Series 2018 Full Faith & Credit Fin	GO	PVT	SOLE
07/26/18		Denton Co (Little Elm) ISD	TX	Series 2018 A Unitd Tax School Building	GO	NEG	CO-MGR
07/24/18		Harris Co (Humble) ISD	TX	Series 2018 Unltd Tax School Building	GO	NEG	CO-MGR
07/18/18		Benton Co (Corvallis) SD #509-J	OR	Series 2018 B General Obligation Bonds	GO	NEG	SOLE
07/18/18		Benton Co (Corvallis) SD #509-J	OR	Series 2018 A General Obligation Bonds	GO	NEG	SOLE
07/17/18		Flower Mound Town-Texas	ΤX	Series 2018 A Certificates of Obligation	GO	NEG	LEAD
07/17/18	3	DuPage Co (York) CUSD #205	IL	Series 2018 Refunding Debt Certificates	GO	PVT	SOLE
07/12/18		Dubuque Co-lowa	IA	Series 2018 B General Obligation Project	GO	PVT	SOLE
07/12/18		Millersburg City-Oregon	OR	Series 2018 Full Faith & Credit Ref Oblig	GO	PVT	SOLE
07/12/18	5	Pacific Co (South Bend) SD #118	WA	Series 2018 Unlimited Tax GO Bonds	GO	NEG	SOLE
07/12/18	148	Harris Co (Aldine) ISD	ΤX	Series 2018 Unltd Tax School Building	GO	NEG	LEAD
07/12/18	50	Montana Board of Housing	MT	2018 Series B Single Family Mortgage	GO	NEG	CO-MGR
07/11/18	2	Washington Co (Charleroi) ASD	PA	Series of 2018 General Obligation Bonds	GO	NEG	SOLE
07/11/18		Kittitas Co Public Hosp Dt #1	WA	Series 2018 Limited Tax GO & Refunding	GO	PVT	SOLE
07/11/18	383	Marion Co (Salem-Keizer) SD #24-J	OR	Series 2018 General Obligation Bonds	GO	NEG	SOLE
07/11/18	48	Texas Water Development Board	ΤX	Ser 18B Sub B2 GO Wtr Fin Assistance	GO	NEG	LEAD
07/11/18	191	Texas Water Development Board	ТΧ	Ser 18B Sub B1 & B3 GO Wtr Fin	GO	NEG	LEAD
06/29/18	5	Sangamon (Rochester) CUSD #3A	IL	Series 2018 GO School Refunding Bonds	GO	PVT	SOLE

Piper Jaffra	ay Genera	I Obligation Negotiated Underwriting Experience	;				
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
06/28/18	3	Whatcom Co (Mount Baker) SD #507	WA	Series WA Ltd Tax General Obligation	GO	PVT	SOLE
06/28/18	3	Newport City-Oregon	OR	Series 2018 Full Faith & Credit Fin Agency	GO	PVT	SOLE
06/28/18	3	Madera Co (Yosemite) USD	CA	2018-2019 Series A TRANs	GO	NEG	SOLE
06/27/18	153	King Co (Northshore) SD #417	WA	Series 2018 Unlimited Tax GO Bonds	GO	NEG	SOLE
06/27/18	113	Fort Bend Co (Lamar) CISD	TX	Series 2018 Unltd Tax Schoolhouse	GO	NEG	CO-MGR
06/27/18	176	Fort Bend Co (Lamar) CISD	TX	Series 2018 Unltd Tax Schoolhouse	GO	NEG	CO-MGR
06/27/18	12	Rio Vista City-California	CA	Series 2018 Special Tax Bonds	GO	NEG	CO-MGR
06/26/18	18	Bowie Co (Pleasant Grove) ISD	TX	Series 2018 Unltd Tax School Building	GO	NEG	LEAD
06/26/18	41	Bexar Co (San Antonio) ISD	ТХ	Series 2014 B Unlimited Tax Refunding	GO	NEG	CO-MGR
06/26/18	127	California Sch Cash Reserve Auth	CA	2018-2019 Series A-C TRANs	GO	NEG	SOLE
06/20/18	22	Los Angeles Co (Claremont) USD	CA	Series B General Obligation Bonds	GO	NEG	SOLE
06/20/18	6	Navarro Co (Rice) ISD	TX	Series 2018 Unitd Tax School Bldg Bonds	GO	NEG	SOLE
06/20/18	24	Bridgeport City-Connecticut	CT	2018 Series C General Obligation Bonds	GO	NEG	CO-MGR
06/20/18	208	Grossmont-Cuyamaca Comm Coll Dt		2018 & Series B GO & Refunding Bonds	GO	NEG	CO-MGR
06/19/18	177	Port of Houston Auth	TX	Series 2018 A Unlimited Tax Refunding	GO	NEG	CO-MGR
06/18/18	6	Grayson Co (Howe) ISD	TX	Series 2018 Unitd Tax School Building	GO	NEG	CO-MGR
06/18/18	10	Grayson Co (Howe) ISD	TX	Series 2018 United Tax School Building	GO	NEG	CO-MGR
06/15/18	10	Whitman Co Public Hosp Dt #1A	WA	Series 2018 Limited Tax GO & Rev Ref	GO	PVT	SOLE
06/13/18	15	Williamson Co (Leander) ISD	TX		GO	NEG	LEAD
		, ,		Series 2018 A United Tax School Building			
06/14/18	58 15	Williamson Co (Leander) ISD	TX	Series 2018 A Unitd Tax School Building	GO	NEG	LEAD
06/13/18		Monroe Town-Connecticut	CT	Series A & B of 2018 GO & Refunding	GO	NEG	SOLE
06/13/18	87	King Co (Issaquah) SD #411	WA	Series 2018 Unitd Tx General Obligation	GO	NEG	SOLE
06/11/18	15	Skagit Co Public Hospital Dt #2	WA	Series 2018 Limited Tax GO Bonds	GO	PVT	SOLE
06/07/18	175	Harris Co (Houston) ISD	TX	Series 2018 Maintenance Tax Notes	GO	NEG	CO-MGR
06/07/18	25	Minnesota Housing Fin Agency		2018 Series C Residential Housing	GO	NEG	CO-MGR
06/07/18	44	Minnesota Housing Fin Agency	MN	2018 Series B Residential Housing	GO	NEG	CO-MGR
06/07/18	29	Minnesota Housing Fin Agency	MN	2018 Series A Residential Housing	GO	NEG	CO-MGR
06/06/18		Lake Winnebago City-Missouri	MO	Series 2018 General Obligation Bonds	GO	PVT	SOLE
06/06/18	80	Cleveland City-Ohio	OH	Series 2018 Various Purpose GO Bonds	GO	NEG	CO-MGR
06/05/18	30	Garland City-Texas	TX	Series 2018 Comb Tax & Rev Certs of	GO	NEG	CO-MGR
06/04/18	2	Douglas Co (Eastmont) SD #206	WA	Seris 2018 Limited GO Bonds	GO	PVT	SOLE
06/01/18	12	Coffeyville City-Kansas	KS	Series 2018-A GO Electric Utility Sys Ref	GO	NEG	SOLE
06/01/18	10	Grimes City-Iowa	IA	Series 2018 A GO Corporate Purpose	GO	NEG	SOLE
05/31/18	85	Ada Co (West Ada) JSD #2	ID	Series 2018 A & B General Obligation	GO	NEG	SOLE
05/31/18	17	Whitman Co (Colfax) SD #300	WA	Series 2018 General Obligation Bonds	GO	NEG	SOLE
05/30/18	25	Maricopa Co (Roosevelt) ESD #66	AZ	Series A & 2018 School Improvement &	GO	NEG	CO-MGR
05/30/18	6	Denton Co (Northwest) ISD	TX	Series 2018 Unltd Tax School Building	GO	NEG	CO-MGR
05/30/18	89	Denton Co (Northwest) ISD	TX	Series 2018 Unltd Tax School Building	GO	NEG	CO-MGR
05/24/18	27	Jefferson Co-Alabama	AL	Series 2018-B GO Refunding Warrants	GO	NEG	CO-MGR
05/24/18	111	Jefferson Co-Alabama	AL	Series 2018-A GO Refunding Warrants	GO	NEG	CO-MGR
05/24/18	42	Clark Co (La Center) SD #101	WA	Series 2018 Unlimited Tax GO Bonds	GO	NEG	SOLE
05/24/18	13	Folsom Ranch Financing Auth	CA	Series 2018 Special Tax Revenue Bonds	GO	NEG	SOLE
05/23/18	7	Ridgefield City-Washington	WA	Series 2018 Limited Tax GO Bonds	GO	NEG	SOLE
05/22/18	84	West Virginia	WV	Series 2018 A GO State Road Bonds	GO	NEG	CO-MGR
05/22/18	84	West Virginia	WV	Series 2018 A GO State Road Bonds	GO	NEG	CO-MGR
05/18/18	38	Fresno Co USD	CA	Series A General Obligation Bonds	GO	NEG	LEAD
05/18/18	39	Fresno Co USD	CA	Series A General Obligation Bonds	GO	NEG	LEAD
05/16/18	57	Cowlitz Co (Kalama) SD #402	WA	Series 2018 Unitd Tx General Obligation	GO	NEG	SOLE
05/16/18	22	San Diego Co (San Dieguito) UHSD	CA	2018 Series D-2 General Obligation Bonds		NEG	SOLE
05/16/18	3	San Diego Co (San Dieguito) UHSD	CA	2018 Series D-1 General Obligation Bonds	GO	NEG	SOLE
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05/15/18	4	San Jose-Evergreen Comm Coll Dt	CA	Series A General Obligation Bonds	GO	NEG	SOLE

Piper Jaffra	ay Genera	I Obligation Negotiated Underwriting Experience					
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
05/15/18	31	Bonneville-Bingham Cos JSD #93	ID	Series 2018 General Obligation Bonds	GO	NEG	SOLE
05/15/18	11	Mountlake Terrace City-Washington	WA	Series 2018 Unlimited Tax GO Bonds	GO	NEG	SOLE
05/15/18	132	Harris Co (Spring Branch) ISD	ΤX	Series 2018 Schoolhouse Bonds	GO	NEG	CO-MGR
05/15/18	46	San Jose-Evergreen Comm Coll Dt	CA	2018 Series A-1 General Obligation Bonds	GO	NEG	SOLE
05/14/18	1	Fairfield City-Iowa	IA	Series 2018 GO Capital Loan Notes	GO	PVT	SOLE
05/11/18	4	Summit Co-Utah	UT	Series 2018 B Special Assessment Bonds	GO	PVT	SOLE
05/11/18	22	Summit Co-Utah	UT	Series 2018 A Special Assessment Bonds	GO	PVT	SOLE
05/10/18	83	Bexar Co (Alamo Heights) ISD	TX	Series 2018 A Unlimited Tax School Bldg	GO	NEG	LEAD
05/09/18	28	Maricopa Co (Gilbert) USD #41	AZ	Series B 2018 GO School Improvement	GO	NEG	CO-MGR
05/09/18	10	Orange Co (Buena Park) SD	CA	Series 2018 General Obligation Bonds	GO	NEG	SOLE
05/09/18	15	Oregon City-Oregon	OR	Series 2018 Full Faith & Credit Obligations	GO	NEG	SOLE
05/09/18	202	Bexar Co (Northside) ISD	ΤX	Series 2018 Unlimited Tax Refunding	GO	NEG	CO-MGR
05/09/18	30	Oregon	OR	2018 Series C & D General Obligation	GO	NEG	CO-MGR
05/09/18	40	Oregon	OR	2018 Series B General Obligation Bonds	GO	NEG	CO-MGR
05/09/18	70	Oregon	OR	2018 Series A General Obligation Bonds	GO	NEG	CO-MGR
05/08/18	6	Iowa Higher Ed Loan Authority	IA	Series 2018 A RANs	GO	NEG	SOLE
05/03/18	2	Clallam Co (Sequim) SD #323	WA	Series 2018 Limited GO Bonds	GO	PVT	SOLE
05/02/18	6	Wamego City-Kansas	KS	Series 2018-A GO Refunding	GO	NEG	SOLE
05/02/18	2	Wamego City-Kansas	KS	Series 2018-1 GO Temporary Notes	GO	NEG	SOLE
05/02/18	1	Genesee City-Idaho	ID	Series 2018 General Obligation Bonds	GO	PVT	SOLE
05/02/18	3	Genesee Rural Fire Dt	ID	Series 2018 General Obligation Bonds	GO	PVT	SOLE
05/02/18	3	Nine Mile Falls SD #325-179	WA	Series 2018 Limited GO Bonds	GO	PVT	SOLE
05/01/18	2	Lane Co (Bethel) SD #52	OR	Series 2018 Full Faith & Credit Fin	GO	PVT	SOLE
05/01/18	133	Fort Bend ISD	TX	Series 2018 Unlimited Tax Refunding	GO	NEG	LEAD
05/01/18	9	Denton Co (Lewisville) ISD	ΤХ	Series 2018 Unlimited Tax Refunding	GO	NEG	CO-MGR
04/26/18	30	Chester Co-Pennsylvania	PA	Series of 2018 General Obligation Bonds	GO	NEG	LEAD
04/26/18	2	Keizer City-Oregon	OR	Series 2018 Full Faith & Credit Obligations	GO	PVT	SOLE
04/26/18	27	Collin Co (Anna) ISD	TX	Series 2018 Unltd Tax School Building	GO	NEG	LEAD
04/26/18	10	Connecticut Regional SD #5	СТ	Issue of 2018 GO Refunding Bonds	GO	NEG	SOLE
04/26/18	81	West Contra Costa USD	CA	2018 Series GO Refunding Bonds	GO	NEG	CO-MGR
04/19/18	276	University of Connecticut	CT	2018 Series A General Obligation Bonds	GO	NEG	CO-MGR
04/18/18	2	Guthrie Co (Panorama) CSD	IA	Series 2018 A B C GO School Refunding	GO	PVT	SOLE
04/17/18	148	Maricopa Co (Phoenix) UHSD #210	AZ	Series 2018 School Improvement Bonds	GO	NEG	CO-MGR
04/17/18	2147	California	CA	Various GO & Refunding Bonds	GO	NEG	CO-MGR
04/13/18	5	Aspen Grove Business Imp Dt		Series 2018 Limited Tax GO Refunding	GO	PVT	SOLE
04/12/18	20	Minnesota Housing Fin Agency		2018 Series D Homeownership Finance	GO	NEG	CO-MGR
04/12/18	30	Minnesota Housing Fin Agency		2018 Series C Homeownership Finance	GO	NEG	CO-MGR
04/11/18	10	Allegheny Co (Hampton) TSD	PA	Series A & B of 2018 General Obligation	GO	NEG	SOLE
04/09/18	1	Dallas Co (Adel-DeSoto) CSD	IA	Series 2018 GO School Capital Loan	GO	PVT	SOLE
04/09/18	3	Lyon Co (West Lyon) CSD	IA	Series 2018 GO School Bonds	GO	PVT	SOLE
04/05/18	28	Union Co-Ohio	OH	Series 2018 General Obligation Bonds	GO	NEG	SOLE
04/04/18	40	Coos Co (Coos Bay) SD #9	OR	Series 2018 General Obligation Bonds	GO	NEG	SOLE
04/03/18	10	Kenosha City-Wisconsin	WI	Series 2018 B GO Promissory Notes	GO	NEG	SOLE
04/03/18	15	Kenosha City-Wisconsin	WI	Series 2018 A GO Promissory Notes	GO	NEG	SOLE
04/03/18	1	Palatine Park Dt	IL	Series 2018 Limited Tax Park Bonds	GO	PVT	SOLE
04/03/18	2	Roscoe Village-Illinois	IL	Series 2018 GO Ref Alt Telecom Tx Alt	GO	PVT	SOLE
04/03/18	135	Denton Co (Little Elm) ISD	TX	Series 2018 Unlimited Tax School Bldg	GO	NEG	CO-MGR
04/02/18	8	Burlington City-Iowa	IA	Series 2018 A GO Corporate Purpose	GO	NEG	SOLE
03/29/18	3	Newberg City-Oregon	OR	Series 2018 B Full Faith & Credit	GO	PVT	SOLE
03/29/18	5	Newberg City-Oregon	OR	Series 2018 A Full Faith & Credit	GO	PVT	SOLE
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03/28/18	4	Mills Co (Glenwood) CSD	IA	Series 2018 GO School Capital Loan	GO	NEG	SOLE

Piper Jaffr	ay Genera	I Obligation Negotiated Underwriting Experience	-				
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
03/28/18	276	Connecticut	СТ	2018 Series B GO Refunding Bonds	GO	NEG	CO-MGR
03/28/18	15	Connecticut	CT	2018 Series A-4 General Obligation Bonds	GO	NEG	CO-MGR
03/28/18	16	Connecticut	CT	2018 Series A-3 General Obligation Bonds	GO	NEG	CO-MGR
03/28/18	177	Connecticut	CT	2018 Series A-2 General Obligation Bonds	GO	NEG	CO-MGR
03/28/18	42	Connecticut	CT	2018 Series A-1 General Obligation Bonds	GO	NEG	CO-MGR
03/27/18	177	Collin Co (Prosper) ISD	ΤX	Series 2018 Unltd Tax School Bldg Bonds	GO	NEG	LEAD
03/21/18	7	Pendleton City-Oregon	OR	Series 2018 Full Faith & Credit Ref Bonds	GO	PVT	SOLE
03/20/18	185	Portland Community College Dt	OR	Series 2018 General Obligation Bonds	GO	NEG	SOLE
03/14/18	10	Indiana Co (Armstrong) SD	PA	Series of 2018 General Obligation Bonds	GO	NEG	SOLE
03/14/18		Franklin Co (Pasco) SD #1	WA	Series 2018 Unlimited Tax GO Bonds	GO	NEG	SOLE
03/13/18	10	Pend Oreille Co Pub Hosp Dt #1	WA	Series 2018 Unlimited Tax GO Bonds	GO	NEG	SOLE
03/07/18	20	Jackson Co (Phoenix-Talent) SD #4	OR	Series 2018 B General Obligation Bonds	GO	NEG	SOLE
03/07/18	48	Jackson Co (Phoenix-Talent) SD #4	OR	Series 2018 A General Obligation Bonds	GO	NEG	SOLE
03/06/18	155	Galveston Co (Clear Creek) ISD	TX	Series 2018 Unitd Tax School Building	GO	NEG	CO-MGR
03/05/18	109	Travis Co (Lake Travis) ISD	TX	Series 2018 A Unlimited Tax School Bldg	GO	NEG	CO-MGR
03/05/18	103	Marion Co (Knoxville) CSD	IA	Series 2018 GO School Capital Loan	GO	PVT	SOLE
03/03/18		Monterey Co (Salinas) ESD	CA	Series C General Obligation Bonds	GO	NEG	LEAD
03/01/18		Lisle Park Dt	IL	Series 2018 A Limited Park Bonds	GO	PVT	SOLE
	1		-		GO	PVT	SOLE
03/01/18	2	Elk Grove Park Dt	IL	Series 2018 Limited Tax Park Bonds			
03/01/18	13	Monterey Co (Salinas) ESD	CA	2018 Series A & C GO & Refunding Bonds	GO	NEG	LEAD
03/01/18	12	Monterey Co (Salinas) ESD	CA	2018 Series A GO Refunding Bonds	GO	NEG	LEAD
02/22/18	6	Lane Co (Oakridge) SD #76	OR	Series 2018 General Obligation Bonds	GO	NEG	SOLE
02/15/18	5	Troutdale-Oregon	OR	Series 2018 Full Faith & Credit Obligations	GO	NEG	SOLE
02/14/18	4	Lane Co (Lowell) SD #71	OR	Series 2018 General Obligation Bonds	GO	NEG	SOLE
02/06/18	27	Marion Co (No Marion) SD #15	OR	Series 2018 B General Obligation Bonds	GO	NEG	SOLE
02/06/18	15	Marion Co (No Marion) SD #15	OR	Series 2018 A General Obligation Bonds	GO	NEG	SOLE
02/06/18	26	Harris Co (Deer Park) ISD	TX	Series 2018 Unltd Tax School Building	GO	NEG	LEAD
01/31/18	17	Sonoma Co (Rincon VIIy) USD	CA	Series B General Obligation Bonds	GO	NEG	SOLE
01/30/18	24	Washington (Sherwood) SD #88J	OR	Series 2018 B General Obligation Bonds	GO	NEG	SOLE
01/30/18	95	Washington (Sherwood) SD #88J	OR	Series 2018 A General Obligation Bonds	GO	NEG	SOLE
01/25/18	5	Carroll CSD	IA	Series 2018 GO School Capital Loan	GO	NEG	SOLE
01/25/18	1	Golf Maine Park Dt	IL	Series 2018 GO Limited Tax Park Bonds	GO	PVT	SOLE
01/17/18	120	Harris Co (Pasadena) ISD	ΤX	Series 2018 Unltd Tax School Building	GO	NEG	LEAD
01/11/18	133	Harris Co (Tomball) ISD	ΤX	Series 2018 Unltd Tax School Building	GO	NEG	CO-MGR
01/10/18	10	Mercer Co (Farrell) ASD	PA	Series of 2018 General Obligation Bonds	GO	NEG	SOLE
01/10/18	61	Texas Water Development Board	ΤX	Series 2018 A Wtr Financial Assist & Ref	GO	NEG	CO-MGR
12/29/17	7	Prineville-Oregon	OR	Series 2017 Full Faith & Credit Ref Fin	GO	PVT	SOLE
12/28/17	4	Cherokee Co (Galena) USD #499	KS	Series 2017 GO Refunding Bonds	GO	PVT	SOLE
12/28/17	40	Virginia Small Business Fin Auth	VA	Series 2017 Qual Energy Conservation	GO	PVT	SOLE
12/20/17	37	Wyandotte Co/Kansas City Uni Gov Pub Bldg	KS	Series 2017 D GO Refunding Bonds	GO	NEG	SOLE
12/19/17	1	Center Point City-Alabama	AL	Series 2017-B General Obligation	GO	NEG	SOLE
12/19/17	1	Center Point City-Alabama	AL	Series 2017-A General Obligation	GO	NEG	SOLE
12/19/17	49	Pima Co (Tucson) USD #1	AZ	Series 2017 Refunding Bonds	GO	NEG	CO-MGR
12/18/17	3	McHenry Co (Cary) CCSD #26	IL	Series 2017 C Cebt Certificates	GO	PVT	SOLE
12/18/17	19	Lafayette Co (Oxford) SD	MS	Series 2017 GO Refunding Bonds	GO	NEG	LEAD
12/15/17		Merced Co (Weaver) USD	CA	Series 2017 A General Obligation Bonds	GO	NEG	SOLE
12/15/17		Longview City-Washington	WA	Series 2017 Limited Tax GO & Refunding	GO	NEG	SOLE
12/15/17	27	Gavilan Jt Community College Dt	CA	2017 Series GO Refunding Bonds	GO	NEG	LEAD
12/13/17	72	Chester Co-Pennsylvania	PA	Series of 2017 General Obligation Bonds	GO	NEG	CO-MGR
		Montgomery Co (Conroe) ISD	-		GO		
12/14/17	174		TX	Series 2018 Unitd Tax School Building		NEG	CO-MGR
12/14/17	4	Mason Co-Washington	WA	Series 2017 Limited Tax GO Refunding	GO	NEG	SOLE
12/13/17	4	San Joaquin Co (Escalon) USD	CA	Series 2017 C General Obligation Bonds	GO	NEG	SOLE

Piper Jaffr	ay Genera	Obligation Negotiated Underwriting Experience					
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
12/13/17	37	Mobile Co-Alabama	AL	Series 2017 General Obligation Bonds	GO	NEG	CO-MGR
12/13/17	103	Oregon	OR	2017 Series U & V General Obligation	GO	NEG	CO-MGR
12/12/17	10	Sedgwick Co (Valley Ctr) USD #262	KS	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
12/12/17	268	Washington Co (Hillsboro) SD #1J	OR	Series 2017 General Obligation Bonds	GO	NEG	SOLE
12/12/17	46	San Bernardino Comm College Dt	CA	2017 Series A & B GO Refunding Bonds	GO	NEG	SOLE
12/11/17	1	San Juan (Orcas Island) SD #137	WA	Series 2017 B Unlimited Tax GO Bonds	GO	NEG	SOLE
12/11/17	9	San Juan (Orcas Island) SD #137	WA	Series 2017 A Unlimited Tax GO Bonds	GO	NEG	SOLE
12/07/17	7	Polk Co (Dallas) SD #2	OR	Series 2017 General Obligation Bonds	GO	NEG	SOLE
12/07/17	7	Santa Clara Co (Orchard) SD	CA	2017 Series GO Refunding Bonds	GO	NEG	SOLE
12/06/17	2	Genoa Twp Park Dt	IL	Series 2017 B GO Refunding Park Bonds	GO	PVT	SOLE
12/06/17	9	Arlington Heights Park Dt	IL	Series 2017 A & B GO Ltd Tx Park Bonds	GO	NEG	SOLE
12/06/17	8	Hartsville City-South Carolina	SC	Series 2017 Combined Syste Imp Rev	GO	PVT	SOLE
12/06/17	51	Sedgwick Co (Maize) USD #266	KS	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
12/06/17	71	Rancho-Santiago Comm College Dt	CA	2017 Series B General Obligation Bonds	GO	NEG	SOLE
12/05/17	6	Pleasant Prairie VIg-Wisconsin	WI	Series 2017 GO Refunding Promissory	GO	NEG	SOLE
12/04/17	19	Osborne Co-Kansas	KS	Series 2017 GO & Temporary Bonds	GO	PVT	SOLE
12/04/17	42	Bexar Co (North East) ISD	TX	Series 2017 Unlimited Tax Refunding	GO	NEG	CO-MGR
11/30/17	10	North Strabane Twp-Pennsylvania	PA	Series of 2017 General Obligation Bonds	GO	NEG	SOLE
11/30/17	9	Jackson Co (Holton) USD #336	KS	Series 2017-B GO Refunding Bonds	GO	NEG	SOLE
11/30/17	93	Seward Co (Liberal) USD #330	KS	Series 2017-B GO Refunding Bonds	GO	NEG	SOLE
11/30/17		· · · · · ·	MT	Series 2017 Limited Tax GO Bonds	GO	PVT	SOLE
	2 32	Helena City-Montana Thurston Co (North Thurston) PSD	WA		GO	NEG	SOLE
11/30/17			-	Series 2017 General Obligation Bonds		PVT	SOLE
11/30/17	4	Woodburn City-Oregon	OR	Series 2017 GO Refunding Bonds	GO		
11/30/17	16	Imperial Community College Dt	CA	2017 Series GO Refunding Bonds	GO	NEG	SOLE
11/29/17	6	Fulton Co (Southern Fulton) SD	PA	Series of 2017 General Obligation Bonds	GO	NEG	SOLE
11/29/17	18	Johnson Co (Olathe) USD #233	KS	Series 2017 B GO Refunding Bonds	GO	NEG	SOLE
11/29/17	78	Cook Co Comm College Dt #508	IL KO	Series 2017 Unitd Tax GO Dedicated Rev	GO	NEG	CO-MGR
11/22/17	25	Scott Co USD #466	KS	Series 2017-A General Obligation Bonds	GO	NEG	SOLE
11/22/17	21	Gadsden City-Alabama	AL	Series 2017 B General Obligation	GO	NEG	SOLE
11/21/17	42	Geary Co USD #475	KS	Series 2017 C General Obligation Bonds	GO	NEG	SOLE
11/21/17	77	Geary Co USD #475	KS	Series 2017 A & B GO & Refunding Bonds	GO	NEG	SOLE
11/21/17	26	West Haven City-Connecticut	CT	Issue of 17 Ser A&B General Obligation	GO	NEG	SOLE
11/17/17	9	Johnson Co (Grandview) ISD	ΤX	Series 2017 Unlimited Tax Refunding	GO	NEG	SOLE
11/17/17	10	McHenry Co (Huntley) CSD #158	IL	Series 2017 GO Refunding School Bonds	GO	NEG	SOLE
11/17/17	14	Waterbury City-Connecticut	CT	Issue of 2017 Ser B GO Refunding Bonds	GO	NEG	SOLE
11/17/17	50	Waterbury City-Connecticut	CT	Issue of 2017 Ser A General Obligation	GO	NEG	SOLE
11/16/17	3	Wolcott Town-Connecticut	CT	Issue of 2017 Ser B GO Refunding Bonds	GO	NEG	SOLE
11/16/17	83	Long Beach Comm College Dt	CA	2017 Series G GO Refunding Bonds	GO	NEG	CO-MGR
11/16/17	18	Falmouth Town-Maine	ME	2017 Series GO Refunding Bonds	GO	NEG	SOLE
11/16/17	49	Marin Comm College Dt	CA	2017 Series GO Refunding Bonds	GO	NEG	SOLE
11/15/17	8	Bethel Park Municipal Authority	PA	Series of 2017 General Obligation Bonds	GO	NEG	SOLE
11/14/17	59	Bridgeport City-Connecticut	CT	Series 2017 B & C GO Refunding Bonds	GO	NEG	CO-MGR
11/14/17	19	Pflugerville City-Texas	ΤX	Series 2017 A & B Comb Tax & Ltd Rev	GO	NEG	CO-MGR
11/14/17	35	Bridgeport City-Connecticut	CT	Series 2017 A General Obligation Bonds	GO	NEG	CO-MGR
11/14/17	110	Champaign CUSD #4	IL	Series 2017 GO School Building Bonds	GO	NEG	CO-MGR
11/14/17	31	Pflugerville City-Texas	ΤX	Series 2017 Limited Tax & Refunding	GO	NEG	CO-MGR
11/14/17	51	Clark Co (Camas) SD #117	WA	Series 2017 Unlimited Tax GO Bonds	GO	NEG	SOLE
11/14/17	1	Niles Park Dt	IL	Series 2017 GO Limited Park Bonds	GO	PVT	SOLE
11/10/17	62	Johnson Co (Olathe) USD #233	KS	Series 2017 A GO School Bonds	GO	NEG	SOLE
11/09/17	72	Williamson Co (Georgetown) ISD	TX	Series 2017 A Unlimited Tax Refunding	GO	NEG	CO-MGR
11/08/17	10	Allegheny Co (So Allegheny) SD	PA	Series A & B of 2017 GO & Refunding	GO	NEG	SOLE
11/08/17	140	Southwestern Comm College Dt	CA	Series A General Obligation Bonds	GO	NEG	LEAD

Piper Jaffra	ay Genera	I Obligation Negotiated Underwriting Experience					
Sale Date	Par Size (MM's)	lssuer	State	Description	Security Type	Bid Type	Piper Role
11/08/17	4	Sycamore-Illinois	IL	Series 2017 GO Refunding Bonds	GO	PVT	SOLE
11/07/17	2	Madison Co SD #321	ID	Series 2017 B General Obligation Bonds	GO	NEG	SOLE
11/07/17		Pleasant Prairie Vlg-Wisconsin	WI	Series 2017 B GO Promissory Notes	GO	NEG	SOLE
11/07/17	21	Madison Co SD #321	ID	Series 2017 A & B General Obligation	GO	NEG	SOLE
11/07/17	69	Pierce Co (Franklin Pierce) SD #402	WA	Series 2017 Unlimited Tax GO Bonds	GO	NEG	SOLE
11/03/17	14	Greeley Co Unified Govt	KS	Series 2017-B GO Refunding &	GO	NEG	SOLE
11/03/17	25	Bristol City-Connecticut	СТ	Ser B Issue of 2017 GO Refunding Bonds	GO	NEG	SOLE
11/01/17	3	Mattoon City-Illinois	IL	Series 2017 B GO Refunding Alt Rev	GO	PVT	SOLE
11/01/17	4	Mattoon City-Illinois	IL	Series 2017 A GO Refunding Alt Rev	GO	PVT	SOLE
10/25/17	5	North Fayette Twp-Pennsylvania	PA	Series of 2017 GO Refunding Bonds	GO	NEG	SOLE
10/25/17	4500	Illinois	IL	Ser of Nov 2017 D General Obligation	GO	NEG	CO-MGR
10/24/17	44	King Co (Renton) SD #403	WA	Series 2017 Unlimited Tax GO Refunding	GO	NEG	SOLE
10/23/17	8	Hamilton Co (Webster City) CSD	IA	Series 2017 GO School Refunding Bonds	GO	PVT	SOLE
10/18/17	5	Oregon	OR	2017 Series T General Obligation Bonds	GO	NEG	CO-MGR
10/18/17	12	Oregon	OR	2017 Series S General Obligation Bonds	GO	NEG	CO-MGR
10/18/17	17	Oregon	OR	2017 Series R General Obligation Bonds	GO	NEG	CO-MGR
10/17/17	21	San Bernardino City USD	CA	Series E General Obligation Bonds	GO	NEG	SOLE
10/17/17	32	San Bernardino City USD	CA	Series D General Obligation Bonds	GO	NEG	SOLE
10/17/17		Loves Park City-Illinois	IL	Series 2017 GO Refunding Bonds	GO	PVT	SOLE
	4		-				SOLE
10/16/17	2	Flossmoor VIg-Illinois		Series 2017 GO Refunding Bonds	GO	NEG	
10/12/17	91	Fort Bend ISD	TX	Series 2017 E Unlimited Tax Refunding	GO	NEG	CO-MGR
10/12/17	75	Maricopa Co Spec Health Care Dt	AZ	Series 2017 B General Obligation Bonds	GO	PVT	SOLE
10/11/17	25	Trumbull Town-Connecticut	СТ	Issue of 2017 Ser B GO Refunding Bonds	GO	NEG	LEAD
10/04/17	3	Boone Co-Iowa	IA	Series 2017 GO Refunding Capital Loan	GO	PVT	SOLE
10/04/17	2	East Syracuse-Minoa CSD	NY	Series 2017 GO School Dt Ref Serial	GO	NEG	SOLE
10/02/17	1	Woodridge Park Dt	IL	Series 2017 Limited Tax Park Bonds	GO	PVT	SOLE
09/28/17	63	San Joaquin Co (Manteca) USD	CA	Series B General Obligation Bonds	GO	NEG	LEAD
09/28/17	1	Reno Co-Kansas	KS	Series 2017-A .55General Obligation	GO	PVT	SOLE
09/28/17	85	Collin Co (Richardson) ISD	ΤX	Series 2017 Unlimited Tax Refunding	GO	NEG	CO-MGR
09/28/17	5	Cowlitz Co (Longview) SD #122	WA	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
09/28/17	4	Klamath Falls City-Oregon	OR	Series 2017 GO Refunding Bonds	GO	PVT	SOLE
09/26/17	160	Chabot-Las Positas Comm Coll Dt	CA	Series A General Obligation Bonds	GO	NEG	LEAD
09/21/17	9	Ridgefield City-Washington	WA	Series 2017 Limited Tax GO Bonds	GO	NEG	SOLE
09/20/17	4	Oswegoland Park Dt	IL	Series 2017 A & B Ltd Park Bonds &	GO	PVT	SOLE
09/20/17	24	Los Angeles Co (Redondo Beach) USD	CA	2017 Series GO Refunding Bonds	GO	NEG	SOLE
09/14/17	10	Sylacauga City-Alabama	AL	Series 2017-B General Obligation	GO	NEG	SOLE
09/14/17	2	Sylacauga City-Alabama	AL	Series 2017-A General Obligation	GO	NEG	SOLE
09/14/17	51	Oregon	OR	2017 Series N P Q GO & Refunding Bonds	GO	NEG	CO-MGR
09/13/17	9	Yakima Co (Sunnyside) SD #201	WA	Series 2017 Unlimited Tax GO Refunding	GO	NEG	SOLE
09/12/17	100	West Valley-Mission Comm Coll Dt	CA	Series 2017 C General Obligation Bonds	GO	NEG	CO-MGR
09/12/17	4	Madera Co (Golden Valley) USD	CA	2017 Series GO Refunding Bonds	GO	NEG	SOLE
09/12/17	24	Madera Co (Golden Valley) USD	CA	2017 Series GO Refunding Bonds	GO	NEG	SOLE
09/07/17	2	Tama-Iowa	IA	Series 2017 GO Corporate Purpose & Ref	GO	PVT	SOLE
08/31/17	12	Owyhee Co (Marsing) JSD #363	ID	Series 2017 General Obligation Bonds	GO	NEG	SOLE
08/31/17	1	South Hutchinson City-Kansas	KS	Series 2017 General Obligation Bonds	GO	PVT	SOLE
08/30/17	1	New Lenox Comm Park Dt	IL	Series 2017 GO Limited Tax Bonds	GO	PVT	SOLE
08/29/17	5	Austin City-Texas	ΤХ	Series 2017 Pub Imp & Certs of Oblig &	GO	NEG	LEAD
08/29/17	25	Austin City-Texas	ΤХ	Series 2017 Public Improvement Bonds	GO	NEG	LEAD
08/29/17	30	Austin City-Texas	ΤХ	Series 2017 Certificates of Obligation	GO	NEG	LEAD
08/29/17	64	Austin City-Texas	TX	Series 2017 Public Improvement Bonds	GO	NEG	LEAD
		Canyon Co (Nampa) SD #131	ID	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
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Piper Jaffr	ay Genera	I Obligation Negotiated Underwriting Experience	Э				
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
08/24/17	81	Kendall Co (Boerne) ISD	ТХ	Series 2017 Unltd Tax School Building	GO	NEG	CO-MGR
08/24/17	4	Clallam Co (Sequim) SD #323	WA	Series 2017 Limited General Obligation	GO	PVT	SOLE
08/24/17	9	Pendleton City-Oregon	OR	Series 2017 General Obligation Bonds	GO	NEG	SOLE
08/23/17	4	Minnesota Tax & Aid Borrow Prog	MN	Series 2017 A Aid Anticipation COPs	GO	NEG	SOLE
08/23/17	26	Norwalk City-Connecticut	CT	Issue of 2017 Ser B GO Refunding Bonds	GO	NEG	SOLE
08/23/17	56	West Contra Costa USD	CA	2017 Series A-2 GO Refunding Bonds	GO	NEG	CO-MGR
08/23/17	4	West Contra Costa USD	CA	2017 Series A-1 GO Refunding Bonds	GO	NEG	CO-MGR
08/22/17	100	Miracosta Community College Dt	CA	Series A General Obligation Bonds	GO	NEG	LEAD
08/22/17	17	Kenosha City-Wisconsin	WI	Series 2017 A GO Promissory Notes	GO	NEG	SOLE
08/22/17	47	Howard Co (Big Spring) ISD	TX	Series 2017 Unlimited Tax Refunding	GO	NEG	CO-MGR
08/22/17	98	Montgomery Co (Conroe) ISD	TX	Series 2017 Unlimited Tax Refunding	GO	NEG	LEAD
08/22/17	10	Kenosha City-Wisconsin	WI	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
08/21/17	33	Fayette Co (La Grange) ISD	ТХ	Series 2017 Unlimited Tax School Bldg	GO	NEG	CO-MGR
08/17/17	165	Cook Co-Illinois	IL	Series 2017 Sales Tax Revenue Bonds	GO	NEG	CO-MGR
08/17/17	5	Lake Delhi Comb Rec Fac & Wtr Quality Dt	IA	GO Refunding Bonds	GO	PVT	SOLE
08/16/17	20	Honolulu City & Co-Hawaii	HI	Series 2017 G General Obligation Bonds	GO	NEG	CO-MGR
08/16/17	4	Honolulu City & Co-Hawaii	HI	Series 2017 F General Obligation Bonds	GO	NEG	CO-MGR
08/16/17	4	Honolulu City & Co-Hawaii	HI	Series 2017 C General Obligation Bonds	GO	NEG	CO-MGR
08/16/17	389	Honolulu City & Co-Hawaii	HI	Series 2017 ABD&E General Obligation	GO	NEG	CO-MGR
08/16/17	18	Harris Co (Deer Park) ISD	TX	Series 2017 Limited Tax Refunding Bonds	GO	NEG	CO-MGR
08/16/17	9	Okanogan Co Pub Hospital Dt #4	WA	Series 2017 United Tax GO Refunding	GO	NEG	SOLE
08/16/17	67	Whatcom Co (Bellingham) SD #501	WA	Series 2017 United Tax GO & Refunding	GO	NEG	SOLE
08/10/17	160	Clackamas (Lake Oswego) SD #7J	OR	Series 2017 General Obligation Bonds	GO	NEG	CO-MGR
08/15/17	9	Tillamook SD #9	OR	Series 2017 GO & Refunding Bonds	GO	NEG	SOLE
					GO	PVT	SOLE
08/10/17	2	Utmatilla Co (Pilot Rock) SD #2R South Windsor Town-Connecticut	OR	Series 2017 GO Refunding Bonds	GO GO	NEG	SOLE
08/10/17			CT	Issue of 2017 Ser B GO Refunding Bonds			SOLE
08/09/17	104	King Co (Issaquah) SD #411	WA	Series 2017 Unlimited Tax GO Bonds	GO	NEG	
08/03/17	6	Brewton City-Alabama	AL	Series 2017-A & B GO & Gas Revenue	GO	NEG	SOLE
08/03/17	3	Jackson Co (Rogue River) SD #35	OR	Series 2017 General Obligation Bonds	GO	PVT	SOLE
08/03/17	9	Saline Co (Salina) USD #305	KS	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
08/03/17	77	New Haven City-Connecticut	CT	Issue of 2017Ser A&B GO & Refunding	GO	NEG	CO-MGR
08/02/17	79	Collin Co (McKinney) ISD	TX	Series 2017 Unlimited Tax School Bldg	GO	NEG	CO-MGR
08/02/17	180	San Antonio City-Texas	TX	Series 2017 Gen Imp Bonds & Comb Tax	GO	NEG	LEAD
08/01/17	3	Columbia Co (Clatskanie) SD #6J	OR	Series 2017 GO Refunding Bonds	GO	PVT	SOLE
08/01/17	1	Fremont Co (Hamburg) CSD	IA	Series 2017 GO School Capital Loan	GO	PVT	SOLE
08/01/17	3	Union Co (North Powder) SD #8J	OR	Series 2017 General Obligation Bonds	GO	NEG	SOLE
08/01/17	5	Cotton Ranch Metropolitan Dt	CO	GO Refunding Notes	GO	PVT	SOLE
07/27/17	8	Allegheny Co (Sto-Rox) SD	PA	Series of 2017 General Obligation Bonds	GO	NEG	SOLE
07/27/17		Emmet (Estherville Lincoln) CCSD	IA	Series 2017 GO School Refunding Bonds	GO	PVT	SOLE
07/26/17	60	Contra Costa Co (Liberty) UHSD	CA	Series A General Obligation Bonds	GO	NEG	SOLE
07/26/17	3	Dunkirk City-New York	NY	Series 2017 Pub Improvment Ref Serial	GO	NEG	SOLE
07/26/17	63	Kitsap Co (Central Kitsap) SD #401	WA	Series 2017 General Obligation Bonds	GO	NEG	SOLE
07/26/17	13	Bloomfield Town-Connecticut	CT	Issue of 2017 GO Refunding Bonds	GO	NEG	SOLE
07/24/17	6	Kirkwood Community College	IA	Series 2017 GO School Refunding Bonds	GO	NEG	SOLE
07/21/17		Erie Co-Pennsylvania	PA	Series of 2017 GO Refunding Bonds	GO	NEG	SOLE
07/21/17	12	Marion Co (Jefferson) SD #14-J	OR	Series 2017 B General Obligation Bonds	GO	NEG	SOLE
07/21/17	2	Marion Co (Jefferson) SD #14-J	OR	Series 2017 A General Obligation Bonds	GO	NEG	SOLE
07/20/17	3	Columbia Co (Vernonia) SD #47J	OR	Series 2017 B General Obligation Bonds	GO	NEG	SOLE
07/20/17	1	Dubuque Co-Iowa	IA	Series 2017 General Obligation BANs	GO	PVT	SOLE
07/19/17	4	Allegheny Co (Wilkinsburg Boro) SD	PA	Series of 2017 General Obligation Bonds	GO	NEG	SOLE
07/19/17		Linn Co (Center Point-Urbana) CSD	IA	Series 2017 B GO School Bonds	GO	PVT	SOLE
07/19/17	4	Columbia Co (Vernonia) SD #47J	OR	Series 2017 A General Obligation Bonds	GO	NEG	SOLE

Piper Jaffra	ay Genera	I Obligation Negotiated Underwriting Experience			-		
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
07/18/17	28	Flower Mound Town-Texas	ΤX	Series 2017 & A GO Refunding & Certs of	GO	NEG	LEAD
07/18/17	20	Titus Co-Texas	ΤX	Series 2017 Unlimited Tax Refunding	GO	NEG	CO-MGR
07/18/17		Lake Winnebago City-Missouri	MO	Series 2017 General Obligation Bonds	GO	PVT	SOLE
07/18/17	12	Pleasant Prairie Vlg-Wisconsin	WI	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
07/14/17	3	South Hutchinson City-Kansas	KS	Series 2017 GO Temporary Notes	GO	NEG	SOLE
07/13/17	152	Linn Co (Greater Albany) SD #8J	OR	Series 2017 General Obligation Bonds	GO	NEG	SOLE
07/11/17		Mill City-Oregon	OR	Series 2017 Full Faith & Credit Ref Oblig	GO	PVT	SOLE
06/28/17		Pitcairn Boro-Pennsylvania	PA	Series of 2017 General Obligation Bonds	GO	NEG	SOLE
06/28/17		Seward Co (Liberal) USD #480	KS	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
06/27/17		Wethersfield Town-Connecticut	CT	Series 2017 A GO Refunding Bonds	GO	NEG	SOLE
06/27/17	40	Dallas Co (Sunnyvale) ISD	ΤX	Series 2017 Unltd Tax School Building	GO	NEG	CO-MGR
06/26/17		Fremont Co (Hamburg) CSD	IA	Series 2017 GO School Capital Loan	GO	PVT	SOLE
06/22/17		Waterford Town-Connecticut	CT	Issue of 2017 GO Refunding Bonds	GO	NEG	SOLE
06/21/17		Imperial Co (El Centro) ESD	CA	Series A General Obligation Bonds	GO	NEG	SOLE
06/21/17	-	Rice Co (Sterling) USD #376	KS	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
06/20/17		Pleasant Prairie VIg-Wisconsin	WI	Series 2017 B GO Promissory Notes	GO	NEG	SOLE
06/20/17		Lockport Twp Park Dt	IL	Series 2017 GO Limited Tax Park Bonds	GO	PVT	SOLE
06/20/17		Port of Skagit Co-Washington	WA	Series 2017 Limited Tax GO Bonds	GO	NEG	SOLE
06/19/17		Pleasant Prairie VIg-Wisconsin	WI	Series 2017 GO Promissory Notes	GO	NEG	SOLE
06/16/17		King Co (Vashon Island) SD #402	WA	Series 2017 B General Obligation Bonds	GO	NEG	SOLE
06/16/17		King Co (Vashon Island) SD #402	WA	Series 2017 A General Obligation Bonds	GO	NEG	SOLE
06/15/17		Huntington Trails Metro Dt	CO	Series 2017 GO Limited Tax Refunding	GO	NEG	SOLE
06/13/17		El Paso Co (Socorro) ISD	TX	Series 2017 B Unlimited Tax Refunding	GO	NEG	LEAD
			_				
06/14/17 06/14/17		El Paso Co (Socorro) ISD	TX	Series 2017 B Unlimited Tax Refunding	GO GO	NEG NEG	LEAD LEAD
		El Paso Co (Socorro) ISD	TX	Series 2017 A Unlimited Tax Refunding			
06/14/17		Roseburg City-Oregon	OR	Series 2017 Full Faith & Credit Ref Oblig	GO	PVT	SOLE
06/13/17		Los Angeles Co (Sulphur Springs) USD	CA	Series 2017 D General Obligation Bonds	GO	NEG	SOLE
06/13/17		Los Angeles Co (Paramount) USD	CA	Series 2017 A General Obligation Bonds	GO	NEG	LEAD
06/13/17		Emmet (Estherville Lincoln) CCSD	IA	Series 2017 GO School Refunding Bonds	GO	PVT	SOLE
06/12/17	1	Greeley Co-Kansas	KS	Series 2017-A General Obligation Bonds	GO	PVT	SOLE
06/07/17		Imperial Co (Brawley) ESD	CA	2017 & Series A GO & Refunding Bonds	GO	NEG	SOLE
06/06/17		Brazoria Co (Pearland) ISD	TX	Series 2017 Unlimited Tax School Bldg	GO	NEG	LEAD
06/06/17		Riverside Co (Beaumont) USD	CA	Series 2017 GO Refunding Bonds	GO	PVT	SOLE
06/05/17		Wabuansee (Mill Creek) USD #329		Series 2017 GO Refunding Bonds	GO	PVT	SOLE
06/05/17		Los Angeles Co-California	-	2017-18 Series TRANs	GO		CO-MGR
06/01/17		Kern Co (Lost Hills) USD	CA	Series A General Obligation Bonds	GO	NEG	SOLE
06/01/17		Nez Perce Co (Lewiston) ISD #1	ID	Series 2017 A & B General Obligation	GO	NEG	SOLE
06/01/17	12	Orange Co (Buena Park) SD	CA	Series 2017 General Obligation Bonds	GO	NEG	SOLE
05/31/17		Clackamas Comm College Dt	OR	Series 2017 B General Obligation Bonds	GO	NEG	SOLE
05/31/17		Clackamas Comm College Dt	OR	Series 2017 A General Obligation Bonds	GO	NEG	SOLE
05/31/17		Travis Co (Austin) ISD	ΤX	Series 2017 Unitd Tax School Bldg & Ref	GO	NEG	LEAD
05/24/17		Castle Shannon Boro-Pennsylvania	PA	Series of 2017 General Obligation Bonds	GO	NEG	SOLE
05/24/17		Denton Co (Northwest) ISD	ΤX	Series 2017 Unltd Tax School Building	GO	NEG	CO-MGR
05/23/17		Los Angeles Co (Claremont) USD	CA	Series A General Obligation Bonds	GO	NEG	SOLE
05/23/17	16	Richland City-Washington	WA	Series 2017 Limited Tax GO & Refunding	GO	NEG	SOLE
05/17/17	8	Monroeville Municipality-Pennsylvania	PA	Series of 2017 General Obligation Bonds	GO	NEG	SOLE
05/17/17	2	Dolan-West Dolan Fire Protect Dt	MO	Series E 2017 General Obligation Bonds	GO	PVT	SOLE
05/17/17	4	Ada Co (Kuna) JSD #3	ID	Series 2017 B General Obligation Bonds	GO	NEG	SOLE
05/17/17		Ada Co (Kuna) JSD #3	ID	Series 2017 A & B General Obligation	GO	NEG	SOLE
05/17/17	2	Lewis Co (Boistfort) SD #234	WA	Series 2017 Unlimited Tax GO Bonds	GO	NEG	SOLE
05/17/17 05/17/17		Lewis Co (Boistfort) SD #234 Lynden City-Washington	WA WA	Series 2017 Unlimited Tax GO Bonds Series 2017 Ltd Tax & GO Refunding	GO GO	NEG	SOLE

Piper Jaffra	ay Genera	I Obligation Negotiated Underwriting Experience	-				
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
05/16/17	4	Riverside Co (Beaumont) USD	CA	Series D General Obligation Bonds	GO	NEG	SOLE
05/16/17	10	Riverside Co (Beaumont) USD	CA	Series D General Obligation Bonds	GO	NEG	SOLE
05/16/17	70	Clackamas Co (Oregon Trail) SD #46	OR	Series 2017 GO Refunding Bonds	GO	NEG	CO-MGR
05/16/17	2	Grays Harbor Co (Ocosta) SD #172	WA	Series 2017 Limited General Obligation	GO	PVT	SOLE
05/16/17	37	Snohomish (Stanwood) SD #401	WA	Series 2017 Unlimited Tax GO Bonds	GO	NEG	SOLE
05/12/17	8	Lower Kennebec Region Sch Unit #1	ME	2017 Series GO Refunding Bonds	GO	NEG	SOLE
05/11/17	1	Arnolds Park City-Iowa	IA	Series 2017 GO Capital Loan Notes	GO	NEG	SOLE
05/09/17	6	Iowa Higher Ed Loan Authority	IA	Series 2017 A RANs	GO	NEG	SOLE
05/08/17	2	Hampton-lowa	IA	Series 2017 GO Capital Loan Notes	GO	PVT	SOLE
05/05/17	4	Lyon Co (Emporia) USD #253	KS	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
05/04/17		Riverside USD	CA	Series A General Obligation Bonds	GO	NEG	SOLE
05/04/17	5	Johnson Co (Spring Hill) USD #230	KS	Series 2017-B GO Refunding Bonds	GO	NEG	SOLE
05/03/17	72	Clark Co (Ridgefield) SD #122	WA	Series 2017 General Obligation Bonds	GO	NEG	SOLE
05/03/17	31	Crawford Co (Pittsburg) USD #250	KS	Series 2017 General Obligation Bonds	GO	NEG	SOLE
05/02/17	71	Alameda Co (San Leandro) USD	CA	Series A & 2017 GO & Refunding Bonds	GO	NEG	SOLE
05/02/17	85	Ada Co (Boise City) ISD	ID	Series 2017 General Obligation Bonds	GO	NEG	SOLE
05/01/17	9	Jackson Co (Holton) USD #336	KS	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
05/01/17	16	Pleasant Prairie Vlg-Wisconsin	WI	Series 2017 GO Promissory Notes	GO	NEG	SOLE
05/01/17	22	Pleasant Prairie Vig-Wisconsin	WI	Series 2017 Note Anticipation Notes	GO	NEG	SOLE
04/27/17	31	Bucks Co-Pennsylvania	PA	Series of 2017 General Obligation Bonds	GO	NEG	LEAD
04/27/17	29		TX		GO	NEG	CO-MGR
		Round Rock City-Texas	OR	Series 2017 General Obligation Bonds	GO		
04/26/17	149	Washington Co (Beaverton) SD #48J	-	Series 2017 D General Obligation Bonds		NEG	SOLE
04/26/17	33	Washington Co (Beaverton) SD #48J	OR	Series 2017 C General Obligation Bonds	GO	NEG	SOLE
04/26/17	76	Washington Co (Beaverton) SD #48J	OR	Series 2017 B General Obligation Bonds	GO	NEG	SOLE
04/26/17	39	Washington Co (Beaverton) SD #48J	OR	Series 2017 A General Obligation Bonds	GO	NEG	SOLE
04/26/17	12	Fresno Co (Kerman) USD	CA	Series 2017 General Obligation Bonds	GO	NEG	SOLE
04/25/17	7	Allegheny Co (Hampton) TSD	PA	Series of 2017 General Obligation Bonds	GO	NEG	SOLE
04/25/17	1	Merced Co CSD	CA	Series 2017 General Obligation Bonds	GO	NEG	SOLE
04/25/17	11	Merced Co CSD	CA	Series 2017 General Obligation Bonds	GO	NEG	SOLE
04/20/17	300	California	CA	Series 2017 C High-Speed Passenger	GO	NEG	CO-MGR
04/20/17	300	California	CA	Series 2017 B High-Speed Passenger	GO	NEG	CO-MGR
04/20/17	648	California	CA	Series 2017 A High-Speed Passenger	GO	NEG	CO-MGR
04/20/17	4	Jackson Co-Oregon	OR	Series 2017 GO Refunding Bonds	GO	PVT	SOLE
04/19/17	59	Clark Co (Vancouver) SD #37	WA	Series 2017 Unlimited Tax GO Bonds	GO	NEG	LEAD
04/19/17	9	Imperial Co (Calexico) USD		2017 Series Refunding GO Bonds	GO	NEG	SOLE
04/18/17		Fort Bend Co (Katy) ISD	ΤX	Series 2017 Unltd Tax School Building	GO	NEG	CO-MGR
04/12/17	2	Asbury City-Iowa	IA	Series 2017 GO Corporate Purpose Bonds	GO	NEG	SOLE
04/12/17	50	Santa Clarita Comm College Dt	CA	Series 2017 General Obligation Bonds	GO	NEG	SOLE
04/12/17		Sioux Co (Sioux Center) CSD	IA	Series 2017 Infra Sales Svcs & Use Tx	GO	PVT	SOLE
04/11/17	2	Okoboji City-Iowa	IA	Series 2017 GO Capital Loan Notes	GO	PVT	SOLE
04/11/17	102	Palomar Community Coll Dt	CA	2017 Series GO Refunding Bonds	GO	NEG	SOLE
04/10/17	8	El Paso Co (Canutillo) ISD	ΤX	Series 2017 Unlimited Tax Refunding	GO	NEG	LEAD
04/06/17	90	Solano Comm College Dt	CA	Series C General Obligation Bonds	GO	NEG	LEAD
04/05/17	8	Galesburg City-Illinois	IL	Series 2017 GO Refunding Bonds	GO	NEG	CO-MGR
04/04/17	4	Chemeketa Community College Dt	OR	Series 2017 Refunding Financing	GO	PVT	SOLE
04/04/17	149	Oregon	OR	2017 Series L GO Higher Education Bonds	GO	NEG	CO-MGR
04/04/17	54	Oregon	OR	2017 Series J GO Higher Education Bonds	GO	NEG	CO-MGR
04/04/17	126	Oregon	OR	2017 Series I GO Higher Education Bonds	GO	NEG	CO-MGR
04/03/17	2	New Hampton City-Iowa	IA	Series 2017 GO Capital Loan Notes	GO	PVT	SOLE
04/03/17	1	Palatine Park Dt	IL	Limited Park Bonds	GO	PVT	SOLE
03/29/17	5	Grimes City-Iowa	IA	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
	23	Connecticut	CT	2017 Series B-3 GO Refunding Bonds	GO	NEG	CO-MGR

Piper Jaffr	ay Genera	I Obligation Negotiated Underwriting Experience					
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
03/29/17	142	Connecticut	СТ	2017 Series B-2 GO Refunding Bonds	GO	NEG	CO-MGR
03/29/17	32	Connecticut	CT	2017 Series B-1 GO Refunding Bonds	GO	NEG	CO-MGR
03/29/17	60	Connecticut	CT	2017 Series A-6 General Obligation Bonds	GO	NEG	CO-MGR
03/29/17	18	Connecticut	CT	2017 Series A-5 General Obligation Bonds	GO	NEG	CO-MGR
03/29/17	134	Connecticut	CT	2017 Series A-4 General Obligation Bonds	GO	NEG	CO-MGR
03/29/17	56	Connecticut	CT	2017 Series A-3 General Obligation Bonds	GO	NEG	CO-MGR
03/29/17	274	Connecticut	CT	2017 Series A-2 General Obligation Bonds	GO	NEG	CO-MGR
03/29/17	7	Connecticut	СТ	2017 Series A-1 General Obligation Bonds	GO	NEG	CO-MGR
03/28/17	8	Glenn Co (Willows) USD	CA	2017 Series A General Obligation Bonds	GO	NEG	SOLE
03/23/17	23	Imperial Co (Calexico) USD	CA	Series A General Obligation Bonds	GO	NEG	SOLE
03/23/17	19	Solano Co (Dixon) USD	CA	Series 2017 General Obligation Bonds	GO	NEG	SOLE
03/22/17	139	Palomar Community Coll Dt	CA	Series D General Obligation Bonds	GO	NEG	SOLE
03/22/17	4	Chicago Heights City-Illinois	IL	Series 2017 B General Obligation Bonds	GO	NEG	SOLE
03/22/17	5	Chicago Heights City-Illinois	IL	Series 2017 A GO Refunding Bonds	GO	NEG	SOLE
03/22/17	4	Niskayuna Town-New York	NY	Series 2017 GO Public Imp Ref Serial	GO	NEG	SOLE
03/21/17	10	Indiana Co (Armstrong) SD	PA	Series of 2017 General Obligation Bonds	GO	NEG	SOLE
03/21/17	49	Brazoria Co (Alvin) ISD	TX	Series 2017 Unlimited Tax Schoolhouse	GO	NEG	LEAD
03/21/17	6	Rensselaer Co (Lansingburgh) CSD	NY	Series 2017 School District Ref Serial	GO	NEG	SOLE
03/16/17	34	Antelope Valley Community Coll Dt	CA	Series A-1 General Obligation Bonds	GO	NEG	CO-MGR
03/16/17	116	Antelope Valley Community Coll Dt	CA	Series A General Obligation Bonds	GO	NEG	CO-MGR
03/16/17	10		IA	Series 2017 B GO Corporate Purpose	GO	NEG	SOLE
03/16/17		Burlington City-Iowa Buena Vista Co (Storm Lake) CSD	IA		GO	PVT	SOLE
	3			Series 2017 B GO School Refunding			
03/15/17	1	Jefferson City-Iowa	IA	Series 2017 Urban Renewal Corp Purpose	GO	PVT	SOLE
03/14/17	4	Klamath Co SD	OR	Series 2017 Full Faith & Credit Obligations	GO	NEG	SOLE
03/14/17	4	Plainfield Town-Connecticut	CT	Issue of 2017 General Obligation Bonds	GO	NEG	SOLE
03/13/17	9	Shawnee (Auburn-Wash) USD #437	KS	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
03/13/17	24	Minnesota Housing Fin Agency	MN	2017 Series C Homeownership Finance	GO	NEG	CO-MGR
03/10/17	9	Johnson Co (Spring Hill) USD #230	KS	Series 2017-A GO Refunding Bonds	GO	NEG	SOLE
03/09/17	139	Texas Public Finance Auth (TPFA)	TX	Series 2017 A GO Refunding Bonds	GO	NEG	CO-MGR
03/09/17	4	Linn-Benton Comm Coll Dt	OR	Series 2017 Ltd Tax GO Financing	GO	PVT	SOLE
03/09/17	6	Navajo (Heber-Overgard) USD #6	AZ	Series 2017 Refunding Bonds	GO	PVT	SOLE
03/08/17	20	Coast Community College Dt	CA	Series 2017 E General Obligation Bonds	GO	NEG	CO-MGR
03/08/17	280	Coast Community College Dt	CA	Series 2017 D General Obligation Bonds	GO	NEG	CO-MGR
03/08/17	201	Tigard-Tualatin SD #23J	OR	Series 2017 General Obligation Bonds	GO	NEG	LEAD
03/06/17	7	Kenosha City-Wisconsin	WI	Series 2017 A GO Promissory Notes	GO	NEG	SOLE
03/06/17	3	Grundy Co (Dike-New Hartford) CSD	IA	Series 2017 GO School Refunding Bonds	GO	PVT	SOLE
03/02/17	12	Fresno Co (Fowler) USD	CA	Series A General Obligation Bonds	GO	NEG	SOLE
02/28/17	66	Clatsop (Seaside) SD #10	OR	Series 2017 B General Obligation Bonds	GO	NEG	SOLE
02/28/17	15	Clarksburg City-West Virginia	WV	Series 2017 A Sales Tax BANs	GO	PVT	SOLE
02/28/17	31	Clatsop (Seaside) SD #10	OR	Series 2017 A General Obligation Bonds	GO	NEG	SOLE
02/28/17	2	Elk Grove Park Dt	IL	Series 2017 Limited Park Bonds	GO	PVT	SOLE
02/28/17	4	Mason Co (North Mason) SD #403	WA	Series 2017 Limited General Obligation	GO	NEG	SOLE
02/28/17	1	Norwich City-Connecticut	CT	Issue of 2017 Ser B General Obligation	GO	NEG	SOLE
02/28/17	7	Norwich City-Connecticut	CT	Issue 2017 Series A General Obligation	GO	NEG	SOLE
02/27/17	5	Miami Co (Paola) USD #368	KS	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
02/23/17	2	Genesee Co-New York	NY	Series 2017 GO Public Improvement Ref	GO	NEG	SOLE
02/22/17	47	Columbia Co (St Helens) SD #502	OR	Series 2017 General Obligation Bonds	GO	NEG	SOLE
02/22/17	5	Duvall City-Washington	WA	Series 2017 Limited Tax GO Bonds	GO	PVT	SOLE
02/22/17	1	Huntley Park Dt	IL	Series 2017 GO Ltd Tax Park Bonds	GO	PVT	SOLE
02/17/17	5	Helena City-Montana	MT	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
02/16/17	33	Galveston Co (Santa Fe) ISD	TX	Series 2017 Unitd Tax School Bldg Bonds	GO	NEG	CO-MGR

		I Obligation Negotiated Underwriting Experience	-				
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
02/14/17	168	Multnomah Co (Gresham-Barlow) SD #10JT	OR	Series 2017 B General Obligation Bonds	GO	NEG	SOLE
02/14/17	7	Burlington City-Iowa	IA	Series 2017 A GO Refunding Bonds	GO	NEG	SOLE
02/14/17	73	Multnomah Co (Gresham-Barlow) SD #10JT	OR	Series 2017 General Obligation Bonds	GO	NEG	SOLE
02/09/17	10	Adams Co SD #90	NE	Series 2017 GO School Building Bonds	GO	NEG	SOLE
02/08/17	17	Oregon	OR	2017 Series F General Obligation Bonds	GO	NEG	CO-MGR
02/08/17	48	Oregon	OR	2017 Series E General Obligation Bonds	GO	NEG	CO-MGR
02/08/17	25	Oregon	OR	2017 Series D General Obligation Bonds	GO	NEG	CO-MGR
02/08/17	106	Oregon	OR	2017 Series C General Obligation Bonds	GO	NEG	CO-MGR
02/08/17	43	Oregon	OR	2017 Series B General Obligation Bonds	GO	NEG	CO-MGR
02/08/17	238	Oregon	OR	2017 Series A General Obligation Bonds	GO	NEG	CO-MGR
02/07/17	39	Maricopa Co (Phoenix) UHSD #210	AZ	Series E (2017) School Improvement	GO	NEG	CO-MGR
02/07/17	4	Crow-Applegate-Lorane SD #66	OR	Series 2017 General Obligation Bonds	GO	NEG	SOLE
02/02/17	8	Malheur Co (Vale) SD #84	OR	Series 2017 General Obligation Bonds	GO	NEG	SOLE
01/31/17	2	Siskiyou Co (Yreka) UHSD	CA	Series B General Obligation Bonds	GO	NEG	SOLE
01/31/17	182	Clackamas (No Clackamas) SD #12	OR	Series 2017 B General Obligation Bonds	GO	NEG	LEAD
01/31/17	140	Clackamas (No Clackamas) SD #12	OR	Series 2017 A General Obligation Bonds	GO	NEG	LEAD
01/25/17	3	Barrington Park Dt	IL	Series 2017 B GO Refunding Park Bonds	GO	PVT	SOLE
01/25/17	59	Washington (Sherwood) SD #88J	OR	Series 2017 B General Obligation Bonds	GO	NEG	SOLE
01/25/17	1	Barrington Park Dt	IL	Series 2017 A GO Limited Tax Park Bonds	GO	PVT	SOLE
01/25/17	69	Washington (Sherwood) SD #88J	OR	Series 2017 A General Obligation Bonds	GO	NEG	SOLE
01/25/17	11	Twin Falls Co (Filer) SD #413	ID	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
01/24/17	199	Harris Co (Spring) ISD	ΤX	Series 2017 Unltd Tax School Building	GO	NEG	CO-MGR
01/24/17	35	Williamson Co (Georgetown) ISD	ΤX	Series 2017 Unltd Tax School Building	GO	NEG	CO-MGR
01/24/17	3	Iowa Great Lakes Sanitary Dt	IA	Series 2017 GO Capital Loan Notes	GO	PVT	SOLE
01/24/17	29	San Mateo (Belmont-Redwood Shores) SD	CA	2017 Series B GO Refunding Bonds	GO	NEG	LEAD
01/24/17	16	San Mateo (Belmont-Redwood Shores) SD	CA	2017 Series A GO Refunding Bonds	GO	NEG	LEAD
01/20/17	11	San Juan Co (Bloomfield) SD #6	NM	Series 2017 GO Refunding Bonds	GO	NEG	CO-MGR
01/18/17	8	Arrowhead Metropolitan Dt	CO	Series 2017 GO Refunding Bonds	GO	PVT	SOLE
01/12/17	34	University of Connecticut	CT	Series 2017 A GO Refunding Bonds	GO	NEG	LEAD
01/12/17	311	University of Connecticut	CT	Series 2017 A General Obligation Bonds	GO	NEG	LEAD
01/11/17	7	Riverside Co (Moreno Valley) USD	CA	2016 Series Special Tax Bonds	GO	NEG	SOLE
01/10/17	3	Latah Co (Genesee) JSD #282	ID	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
01/06/17	1	Oakbrook Terrace Comm Park Dt	IL	Series 2017 GO Limited Tax Park Bonds	GO	PVT	SOLE
01/05/17	4	McHenry Co (Cary) CCSD #26	IL	Series 2017 B Refunding School Bonds	GO	PVT	SOLE
01/05/17	1	McHenry Co (Cary) CCSD #26		Series 2017 A Refunding School Bonds	GO	PVT	SOLE
01/05/17	168	El Paso Co (Ysleta) ISD	TX	Series 2017 Unitd Tax School Building	GO	NEG	LEAD
01/04/17	182	El Paso ISD	TX	Series 2017 Unitd Tax School Building	GO	NEG	LEAD
12/28/16	1	Chicago Heights Park Dt	IL	Series 2016 A Limited Tax Park Bonds	GO	PVT	SOLE
12/22/16	33	Tuscaloosa City-Alabama	AL	Series 2016 B General Obligation	GO	PVT	SOLE
12/22/16	1	Lewis Co Fire Protection Dt #3	WA	Series 2016 GO Unlimited Tax Bonds	GO	PVT	SOLE
12/16/16	4	Waitsburg SD #401-100	WA	Series 2016 GO Unlimited Tax Bonds	GO	NEG	SOLE
12/15/16	10	Reno Co (Hutchinson) USD #308	KS	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
12/15/16	9	Port of Olympia-Washington	WA	Series 2016 B Limited Tax GO Refunding	GO	PVT	SOLE
12/15/16	9	Port of Olympia-Washington	WA	Series 2016 A Limited Tax GO &	GO	PVT	SOLE
12/13/16	10	Mercer Co (Farrell) ASD	PA	Series of 2016 General Obligation Bonds	GO	NEG	SOLE
12/13/16	100	Los Angeles Co (Montebello) USD	CA	Series A General Obligation Bonds	GO	NEG	CO-MGR
12/13/16	1	East Brewton City-Alabama	AL	Series 2016 General Obligation Warrants	GO	NEG	SOLE
12/13/16	71	Pierce Co (Franklin Pierce) SD #402	WA	Series 2016 General Obligation Bonds	GO	NEG	SOLE
12/13/16	10	New London City-Connecticut Story Co (Ballard) CSD	CT	Issue of 2016 GO Refunding Bonds Series 2017 GO School Capital Loan	GO GO	NEG PVT	SOLE
10/10/10			IA	ISENES ZUTT GU SCHOOL GADITAL LOAN	60		SOLE
12/12/16 12/08/16	2 20	Pottawatomie (Wamego) USD #320	KS	Series 2017 A General Obligation Bonds	GO	NEG	SOLE

Piper Jaffr	ay Genera	I Obligation Negotiated Underwriting Experience					
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
12/05/16	2	Highpointe Park Metropolitan Dt	CO	Series 2016 A & B General Obligation	GO	PVT	SOLE
12/01/16	9	Wyandotte (Kansas) USD #500	KS	Series 2016 B GO Refunding Bonds	GO	NEG	SOLE
12/01/16	48	Montgomery Co-Texas	ΤX	Series 2016 A Limited Tax Refunding	GO	NEG	CO-MGR
12/01/16	74	Montgomery Co-Texas	ΤX	Series 2016 A Road Bonds	GO	NEG	CO-MGR
12/01/16	227	Wyandotte (Kansas) USD #500	KS	Series 2016 A GO Improvement Bonds	GO	NEG	SOLE
12/01/16	119	Portland Community College Dt	OR	Series 2016 GO Refunding Bonds	GO	NEG	LEAD
11/30/16	9	Lewis Co (Chehalis) SD #302	WA	Series 2016 Unlimited Tax GO Bonds	GO	NEG	SOLE
11/29/16	2	Williamsburg City-Iowa	IA	Series 2016 B GO Corporate Purpose	GO	NEG	SOLE
11/23/16	7	Butler Co (Augusta) USD #402	KS	Series 2017 GO Refunding Bonds	GO	NEG	SOLE
11/17/16	14	Indiana Co (Armstrong) SD	PA	Series of 2016 General Obligation Bonds	GO	NEG	SOLE
11/17/16	38	Marin Comm College Dt	CA	Series A-1 General Obligation Bonds	GO	NEG	SOLE
11/17/16	60	Marin Comm College Dt	CA	Series A General Obligation Bonds	GO	NEG	SOLE
11/17/16	40	Oregon	OR	2016 Series J & K GO & Refunding Bonds	GO	NEG	CO-MGR
11/16/16	25	Los Angeles (Hermosa Beach) CSD	CA	Series A General Obligation Bonds	GO	NEG	SOLE
11/16/16	146	Sonoma Co Junior College Dt	CA	2016 & Series A GO & Refunding Bonds	GO	NEG	LEAD
11/15/16	42	Garland City-Texas	TX	Series 2016 GO Refunding Bonds	GO	NEG	CO-MGR
11/15/16	47	Snohomish Co (Everett) SD #2	WA	Series 2016 Ultd Tax General Obligation	GO	NEG	CO-MGR
11/15/16	8	Fremont-Madison Cos JSD #2	ID	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
11/15/16	9	Bloomfield Town-Connecticut	CT	Issuer of 2016 GO Refunding Bonds	GO	NEG	SOLE
				<u> </u>		PVT	SOLE
11/10/16	7	De Kalb Co CUSD #300	IL	Series 2016 A Debt Certificates	GO		
11/10/16	7	Kennewick City-Washington	WA	Series 2016 Limited Tax GO Bonds	GO	NEG	SOLE
11/09/16	3	Grain Valley City-Missouri	MO	Series 2016 Limited General Obligation	GO	NEG	SOLE
11/09/16	4	Lane Co (Bethel) SD #52	OR	Series 2016 GO Refunding Bonds	GO	PVT	SOLE
11/08/16	1	Kenosha Co-Wisconsin	WI	Series 2016 B GO Promissory Notes	GO	NEG	SOLE
11/08/16	10	McHenry Co (Cary) CCSD #26	IL	Series 2016 A GO Refunding School	GO	PVT	SOLE
11/08/16	8	Kenosha Co-Wisconsin	WI	Series 2016 GO Promissory Notes	GO	NEG	SOLE
11/08/16	1	King Co (Tukwila) SD #406	WA	Series 2016 Limited GO Bonds	GO	PVT	SOLE
11/03/16	36	Leander City-Texas	TX	Series 2016 Ref & Comb Tx & Rev Cert of	GO	NEG	LEAD
11/03/16	5	Emporia City-Kansas	KS	Series 2016 GO Refunding & Improvement	GO	NEG	SOLE
11/03/16	7	Miami Co (Paola) USD #368	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
11/03/16	76	Tacoma Metropolitan Park Dt	WA	Series 2016 Unlimited Tax GO & Ref	GO	NEG	SOLE
11/03/16	13	Meriden City-Connecticut	СТ	Issue of 2016 Ser B GO Refunding Bonds	GO	NEG	SOLE
11/02/16	10	Seward Co (Liberal) USD #480	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
11/02/16	18	Alameda Co (San Leandro) USD	CA	2016 Series Refunding GO Bonds	GO	NEG	SOLE
11/01/16	20	Santa Clarita Comm College Dt	CA	Series of 2016 General Obligation Bonds	GO	NEG	SOLE
11/01/16	2	Miller Co Nursing Home Dt	MO	Series 2016 GO Refunding Bonds	GO	PVT	SOLE
11/01/16	2	Waukon City-Iowa	IA	Series 2016 GO Corporate Purpose Bonds	GO	PVT	SOLE
10/26/16	5	Carnegie Boro-Pennsylvania	PA	Series of 2016 General Obligation Bonds	GO	NEG	SOLE
10/26/16	9	Penn Hills Municipality-Pennsylvania	PA	Series of 2016 General Obligation Bonds	GO	NEG	SOLE
10/26/16	2	Genesee Co (Le Roy) CSD	NY	Series 2016 GO School District Ref Bonds	GO	NEG	SOLE
10/26/16	2	Palo Pinto Co (Graford) ISD	ΤX	Series 2016 Refunding Bonds	GO	NEG	SOLE
10/26/16	35	Snohomish Co Pub Hospital Dt #3	WA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
10/26/16	1300	New Jersey Trans Trust Fund Au	NJ	2016 Subseries A-2 Revenue Notes	GO	NEG	CO-MGR
10/26/16	1441	New Jersey Trans Trust Fund Au	NJ	2016 Subseries A-1 Revenue Notes	GO	NEG	CO-MGR
10/25/16	25	Clark Co (Washougal) SD #112-6	WA	Series 2016 Unlimited Tax GO Bonds	GO	NEG	SOLE
10/20/16		Brewton City-Alabama	AL	Series 2016 B General Obligation	GO	NEG	SOLE
10/20/16	6	Brewton City-Alabama	AL	Series 2016 A General Obligation	GO	NEG	SOLE
10/20/16	2	Shasta Co (Black Butte) UESD	CA	Series 2016 A General Obligation Bonds	GO	NEG	SOLE
10/20/16	4	El Dorado Co (Camino) USD	CA	Series 2016 General Obligation Bonds	GO	NEG	SOLE
10/20/16	1	Fayette Co (Oelwein) CSD	IA	Series 2016 GO School Capital Loan	GO	PVT	SOLE
10/19/16	9	Allegheny Co (Allegheny Valley) SD	PA	Series of 2016 General Obligation Bonds	GO	NEG	SOLE
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Piper Jaffr	ay Genera	I Obligation Negotiated Underwriting Experience					
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
10/19/16	65	Connecticut	CT	2016 Series F-1 General Obligation Bonds	GO	NEG	CO-MGR
10/19/16	15	Connecticut	CT	2016 Series E-6 General Obligation Bonds	GO	NEG	CO-MGR
10/19/16	94	Connecticut	CT	2016 Series E-5 General Obligation Bonds	GO	NEG	CO-MGR
10/19/16	134	Connecticut	CT	2016 Series E-4 General Obligation Bonds	GO	NEG	CO-MGR
10/19/16	91	Connecticut	CT	2016 Series E-3 General Obligation Bonds	GO	NEG	CO-MGR
10/19/16	204	Connecticut	CT	2016 Series E-2 General Obligation Bonds	GO	NEG	CO-MGR
10/19/16	47	Connecticut	CT	2016 Series E-1 General Obligation Bonds	GO	NEG	CO-MGR
10/18/16	3	Pleasant Prairie Vlg-Wisconsin	WI	Series 2016 GO Promissory Notes	GO	NEG	SOLE
10/17/16	1	Lake Bluff Park Dt	IL	Series 2016 GO Ltd Tax Park Bonds	GO	PVT	SOLE
10/17/16	8	Plainfield Fire Protection Dt	IL	Series 2016 GO Ref Alt Rev Source Bonds	GO	PVT	SOLE
10/14/16	10	Hampton Twp-Pennsylvania	PA	Series of 2016 General Obligation Bonds	GO	NEG	SOLE
10/14/16	12	Westport Town-Connecticut	CT	Issue of 2016 Ser B GO Refunding Bonds	GO	NEG	SOLE
10/13/16	10	Yolo Co (Washington) USD	CA	Series B General Obligation Bonds	GO	NEG	SOLE
10/13/16	2	Shasta Co (Junction) ESD	CA	Series A General Obligation Bonds	GO	NEG	SOLE
10/13/16	2	Bolingbrook Park Dt	IL	Series 2016 B GO Limited Park Bonds	GO	NEG	SOLE
10/13/16	7	Bolingbrook Park Dt		Series 2016 A & C GO Ltd Park Bonds &	GO	NEG	SOLE
10/13/16	'	Williamson Co (Leander) ISD	TX	Series 2016 A Unlimited Tax Refunding	GO	NEG	CO-MGR
10/13/16		Williamson Co (Leander) ISD	TX	Series 2016 A Unlimited Tax Refunding	GO	NEG	CO-MGR
10/13/16	30	Williamson Co (Leander) ISD	TX	Series 2016 A Unlimited Tax Refunding	GO	NEG	CO-MGR
10/13/16	160	Williamson Co (Leander) ISD	TX		GO	NEG	
	29		-	Series 2016 A Unlimited Tax Refunding	GO		CO-MGR
10/13/16		Titus Co-Texas	TX TX	Series 2016 Refunding Bonds	GO	NEG	CO-MGR
10/13/16	129	Victoria ISD		Series 2016 Unlimited Tax Refunding		NEG	CO-MGR
10/13/16	5	Canyon Co (Vallivue) SD #139	ID	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
10/13/16	8	Clackamas Education Svc Dt	OR	Series 2016 FullFaith&Credit Proj & Ref	GO	NEG	SOLE
10/12/16	10	South Elgin Village-Illinois	IL	Series 2016 B GO Alt Rev Source	GO	NEG	SOLE
10/11/16	6	Florida Capital Trust Agency	FL	Series 2016 A Retirement Facility BANs	GO	PVT	CO-MGR
10/05/16	144	Honolulu City & Co-Hawaii	HI	Series 2016 D General Obligation Bonds	GO	NEG	CO-MGR
10/05/16	235	Honolulu City & Co-Hawaii	HI	Series 2016 A B C General Obligation	GO	NEG	CO-MGR
10/05/16	150	Dallas Co (Garland) ISD	TX	Series 2016 Unltd Tax School Building	GO	NEG	CO-MGR
10/05/16	100	Harris Co (Tomball) ISD	ΤX	Series 2016 Unlimited Tx Sch Bldg & Ref	GO	NEG	LEAD
10/05/16	20	King Co (Vashon Island) SD #402	WA	Series 2016 Unltd Tax GO Refunding	GO	NEG	SOLE
10/05/16	43	Oregon	OR	2016 Series I General Obligation Bonds	GO	NEG	CO-MGR
10/05/16	16	Grafton Co-New Hampshire	NH	2016 Series GO Refunding Bonds	GO	NEG	SOLE
10/04/16	92	Galveston Co (Dickinson) ISD	TX	Series 2016 A & B Unltd Tax Schoolhouse	GO	NEG	CO-MGR
10/04/16	11	South Elgin Village-Illinois	IL	Series 2016 A GO Alt Rev Source Ref	GO	PVT	SOLE
10/04/16	96	Williamson Co (Round Rock) ISD	ΤX	Series 2016 Unltd Tax School Bldg & Ref	GO	NEG	CO-MGR
10/04/16	1	South Hutchinson City-Kansas	KS	Series 2016 GO Temporary Notes	GO	NEG	SOLE
10/04/16	18	Monterey Co (Carmel) USD	CA	2016 Series GO Refunding Bonds	GO	NEG	SOLE
09/30/16	27	Geary Co-Kansas	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
09/29/16	18	Pierce Co (Bethel) SD #403	WA	Series 2016 Unlimited Tax GO Refunding	GO	NEG	SOLE
09/28/16	19	Allegheny Co (Gateway) SD	PA	Series of 2016 General Obligation Bonds	GO	NEG	SOLE
09/28/16	3	Johnson Co (Spring Hill) USD #230	KS	Series 2016-C GO Refunding Bonds	GO	NEG	SOLE
09/28/16	5	Crawford Co (Pittsburg) USD #250	KS	Series 2016-B GO Refunding Bonds	GO	NEG	SOLE
09/28/16	82	Johnson Co (Spring Hill) USD #230	KS	Series 2016-B GO Improvement Bonds	GO	NEG	SOLE
09/28/16	21	Breckenridge Mountain Metro Dt	CO	Series 2016 GO Refunding & Improvement	GO	NEG	LEAD
09/28/16		Dubuque Co-Iowa	IA	Series 2016 General Obligation Bonds	GO	PVT	SOLE
09/28/16		Essex Co (Schroon Lake) CSD	NY	Series 2016 School District Ref Serial	GO	NEG	SOLE
09/28/16	101	New Hampshire Muni Bond Bank	NH	2016 Series D Refunding Bonds	GO	NEG	CO-MGR
09/27/16	34	Galveston Co (Santa Fe) ISD	TX	Series 2016 Unlimited Tax Refunding	GO	NEG	CO-MGR
09/27/16	55	Goodyear City-Arizona	AZ	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
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09/27/16	5	Warren Co (Carlisle) CSD	IA	Series 2016 GO School Capital Loan	GO	PVT	SOLE

Piper Jaffr	ay Genera	I Obligation Negotiated Underwriting Experience	_	-			
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
09/22/16	7	Coral Canyon Special Service Dt	UT	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
09/22/16	20	Los Angeles Co (Claremont) USD	CA	2016 Series GO Refunding Bonds	GO	NEG	SOLE
09/20/16	5	Napa Co (St Helena) USD	CA	Series D General Obligation Bonds	GO	NEG	SOLE
09/20/16	5	Kern Co (Lost Hills) USD	CA	2016 Series GO Refunding Bonds	GO	NEG	SOLE
09/19/16	54	Sta Clara (Los Gatos-Saratoga) JUHSD	CA	Series B General Obligation Bonds	GO	NEG	CO-MGR
09/15/16	10	Adams Co SD #90	NE	Series 2016 GO School Building Bonds	GO	NEG	SOLE
09/15/16	2	Butler-Alabama	AL	Series 2016 General Obligation Warrants	GO	NEG	SOLE
09/15/16		Yakima Co (Sunnyside) SD #201	WA	Series 2016 Limited General Obligation	GO	PVT	SOLE
09/14/16		Fresno Co USD	CA	Series 2016 B GO Refunding Bonds	GO	NEG	LEAD
09/14/16		Fresno Co USD	CA	Ser F & 2016 A & B GO & Refunding	GO	NEG	LEAD
09/13/16		Whatcom Co (Blaine) SD #503	WA	Series 2016 Unlimited Tax GO Bonds	GO	NEG	SOLE
09/09/16		Gorham Town-Maine	ME	Series B General Obligation Bonds	GO	NEG	SOLE
09/09/16		Clay Co-Kansas	KS	Series 2016 GO Refunding & Improvement	GO	NEG	SOLE
09/08/16		Riverside Co (Val Verde) USD	CA	Series 2016 A & C GO & Refunding Bonds	GO	NEG	SOLE
09/08/16		McFarland City- Kansas	KS	Series 2016 A General Obligation Bonds	GO	PVT	SOLE
09/08/16		McLennan Co (Bosqueville) ISD	TX	Series 2016 Refunding Bonds	GO	NEG	CO-MGR
09/08/16		McLennan Co (Bosqueville) ISD	TX	Series 2016 Refunding Bonds	GO	NEG	CO-MGR
09/08/16		Ada Co (Kuna) JSD #3	ID	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
09/08/16		Alton City-Iowa	IA	Series 2016 GO Capital Loan Notes	GO	PVT	SOLE
09/07/16		Austin City-Texas	TX	Series 2016 Pub Property Fin &	GO	NEG	CO-MGR
09/07/16		Austin City-Texas	TX	Series 2016 Certificates of Obligation	GO	NEG	CO-MGR
09/07/16		Austin City-Texas	TX	Series 2016 Public Improvement & Ref	GO	NEG	CO-MGR
			TX	· · · · · · · · · · · · · · · · · · ·			
09/07/16		Austin Co-Texas	_	Series 2016 Public Imp Bonds & Certs of	GO	NEG	CO-MGR
09/07/16		North Bend City-Oregon	OR	Series 2016 Full Faith & Credit Ref Oblig	GO	PVT	SOLE
09/01/16		West View Borough-Pennsylvania	PA	Series of 2016 General Obligations Bonds	GO	NEG	SOLE
09/01/16		Lincoln Co (Dietrich) SD #314	ID	Series 2016 General Obligation Bonds	GO	NEG	SOLE
09/01/16		St Lawrence Co (Hermon-De Kalb) CSD	NY	Series 2016 GO School District Ref Bonds	GO	NEG	SOLE
08/31/16		Arizona Transportation Board	AZ	Series 2016 Highway Revenue Refunding	GO	NEG	CO-MGR
08/30/16		Houston Community College (HCC)	TX	Series 2016 Ltd & Maintenance Tax Ref	GO	NEG	CO-MGR
08/30/16		Hood River Co SD	OR	Series 2016 GO & Refunding Bonds	GO	NEG	SOLE
08/26/16	÷	Bedford Hills Fire Dt	NY	Series 2016 Fire District Ref Serial Bonds	GO	NEG	SOLE
08/25/16		Westmoreland Co-Pennsylvania	PA	Series B of 2016 General Obligation	GO	NEG	CO-MGR
08/25/16		Westmoreland Co-Pennsylvania	PA	Series A of 2016 General Obligation	GO	NEG	CO-MGR
08/25/16	61	Johnson Co (Olathe) USD #233	KS	Series 2016 C GO Refunding Bonds	GO	NEG	SOLE
08/25/16		Fairfax City-Iowa	IA	Series 2016 A & B Sewer Revenue BANs	GO	PVT	SOLE
08/25/16		Longview City-Texas	ΤX	Series 2016 GO Improvement & Refunding	GO	NEG	CO-MGR
08/25/16		Defiance City-Ohio	OH	Series 2016 GO Water System Imp Ref	GO	NEG	SOLE
08/25/16		Defiance City-Ohio	OH	Series 2016 GO Water System Imp Ref	GO	NEG	SOLE
08/24/16		Washington Co (Fort Cherry) SD	PA	Series of 2016 General Obligation Bonds	GO	NEG	SOLE
08/24/16	6	Minnesota Tax & Aid Borrow Prog	MN	Series 2016 A Certs of Participation Aid	GO	NEG	SOLE
08/24/16	3	Lewis Co (Mossyrock) SD #206	WA	Series 2016 Unlimited Tax GO Refunding	GO	NEG	SOLE
08/24/16	6	Plainville Town-Connecticut	CT	Issue of 2016 GO Refunding Bonds	GO	NEG	SOLE
08/23/16	226	Phoenix City-Arizona	AZ	Series 2016 GO Refunding Bonds	GO	NEG	LEAD
08/23/16		Long Beach Comm College Dt	CA	2016 Series D General Obligation Bonds	GO	NEG	LEAD
08/23/16		Long Beach Comm College Dt	CA	2016 Series B General Obligation Bonds	GO	NEG	LEAD
08/23/16		Long Beach Comm College Dt	CA	2016 Series A General Obligation Bonds	GO	NEG	LEAD
08/19/16		Wyoming Co-New York	NY	Series 2016 GO Public Imp Ref Serial	GO	NEG	SOLE
08/18/16		San Jacinto Comm College Dt	ΤХ	Series 2016 C Limited Tax GO Refunding	GO	NEG	CO-MGR
08/18/16		Umatilla (Athena-Weston) SD #29RJ	OR	Series 2016 General Obligation Bonds	GO	NEG	SOLE
08/17/16		Northern Illinois Special Rec Association	IL	Series 2016 B Refunding Debt Certificates	GO	PVT	SOLE
08/17/16		Northern Illinois Special Rec Association	IL	Series 2016 A Refunding Debt Certificates	GO	PVT	SOLE
08/17/10							

Piper Jaffr	ay Genera	l Obligation Negotiated Underwriting Experienc	е				
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
08/17/16	88	Southwestern Comm College Dt	CA	2016 Series A & B GO Refunding Bonds	GO	NEG	LEAD
08/16/16	6	North Fayette Twp-Pennsylvania	PA	Series of 2016 GO Refunding Bonds	GO	NEG	SOLE
08/16/16	4	South Hutchinson City-Kansas	KS	Series 2016 GO Refunding & Improvement	GO	NEG	SOLE
08/15/16	7	Cherokee Co (Baxter Springs) USD #508	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
08/11/16	8	Allegheny Co (Hampton) TSD	PA	Series of 2016 General Obligation Bonds	GO	NEG	SOLE
08/11/16	9	Clanton-Alabama	AL	Series 2016 General Obligation Warrants	GO	NEG	SOLE
08/11/16	5	Malheur Co (Adrian) SD #61	OR	Series 2016 GO & Refunding Bonds	GO	NEG	SOLE
08/10/16	198	Johnson Co (Olathe) USD #233	KS	Series 2016 B GO Refunding Bonds	GO	NEG	SOLE
08/10/16	129	Johnson Co (Olathe) USD #233	KS	Series 2016 A GO School Bonds	GO	NEG	SOLE
08/10/16		Malheur Co (Nyssa) SD #26	OR	Series 2016 General Obligation Bonds	GO	NEG	SOLE
08/09/16	30	Coast Community College Dt	CA	Series 2016 C General Obligation Bonds	GO	NEG	CO-MGR
08/09/16	2	Olympia Fields Park Dt	IL	Series 2016 A GO Alt Rev Source Park	GO	PVT	SOLE
08/09/16	5	Lebanon-Tennessee	TN	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
08/05/16	2	Newcastle-Washington	WA	Series 2016 B Limited Tax GO Bonds	GO	NEG	SOLE
08/05/16	3	Newcastle-Washington	WA	Series 2016 A Limited Tax GO Bonds	GO	NEG	SOLE
08/05/16	28	Sacramento Co (Center) USD	CA	Series 2016 & 2016 E GO & Refunding	GO	NEG	SOLE
08/04/16	63	Pima Co (Tucson) USD #1	AZ	Series 2016 Refunding Bonds	GO	NEG	CO-MGR
08/04/16	4	Lane Co (Mapleton) SD #32	OR	Series 2016 General Obligation Bonds	GO	NEG	SOLE
08/04/16	4	North Castle Fire Dt #2	NY	Series 2016 GO Fire Dt Refunding Serial	GO	NEG	SOLE
		Ontario Co-New York					SOLE
08/04/16	8 17		NY	Series 2016 GO Refunding Serial Bonds	GO	NEG	
08/03/16		Monterey Co (North Monterey) USD	CA	Series B & 2016 GO & Refunding Bonds	GO	NEG	SOLE
08/03/16	9	Deschutes Co (Sisters) SD #6	OR	Series 2016 B General Obligation Bonds	GO	NEG	SOLE
08/03/16	85	Brazoria Co (Alvin) ISD	TX	Series 2016 A Schoolhouse & Refunding	GO	NEG	LEAD
08/03/16	2	Deschutes Co (Sisters) SD #6	OR	Series 2016 A General Obligation Bonds	GO	NEG	SOLE
08/03/16	9	Douglas Co (Baldwin) USD #348	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
08/03/16	26	Vancouver Library Cap Fac Area	WA	Series 2016 Unlimited Tax GO Refunding	GO	NEG	SOLE
08/02/16	86	Harris Co (Humble) ISD	TX	Series 2016 C Unlimited Tax Refunding	GO	NEG	CO-MGR
08/02/16	186	Harris Co (Humble) ISD	TX	Series 2016 A & B School Building &	GO	NEG	CO-MGR
07/28/16		Holden City-Missouri	MO	Series 2016 E GO Refunding &	GO	PVT	SOLE
07/28/16	2	Monroeville Vlg-Ohio	OH	GO Refunding Bonds	GO	PVT	SOLE
07/26/16		Plumas Hospital Dt	CA	Series 2016 B General Obligation Bonds	GO	PVT	SOLE
07/26/16		Whatcom Co (Lynden) SD #504	WA	Series 2016 Unlimited Tax GO Bonds	GO	NEG	SOLE
07/26/16	88	Yamhill Co (McMinnville) SD #40	OR	Series 2016 General Obligation Bonds	GO	NEG	SOLE
07/21/16	12	Gaston SD #511-555JT	OR	Series 2016 General Obligation Bonds	GO	NEG	SOLE
07/21/16	2	Sigourney City-Iowa	IA	Series 2016 GO Capital Loan Notes	GO	NEG	SOLE
07/20/16		Bandera Co (Medina Valley) ISD	TX	Series 2016 Unlimited Tax School Bldg	GO	NEG	CO-MGR
07/20/16	76	Austin Community College Dt	TX	Series 2016 Limited Tax & Refunding	GO	NEG	LEAD
07/20/16	15	Cook Co (Hinsdale) THSD #86	IL	Series 2016 GO Limited Tax Ref School	GO	PVT	SOLE
07/20/16	1	Knob Noster City-Missouri	MO	Series 2016 General Obligation Bonds	GO	NEG	SOLE
07/20/16	14	Yamhill-Carlton SD #1	OR	Series 2016 General Obligation Bonds	GO	NEG	SOLE
07/19/16	16	Lane Co (South Lane) SD #45J3	OR	Series 2016 B General Obligation Bonds	GO	NEG	SOLE
07/19/16	12	Kenosha City-Wisconsin	WI	Series 2016 A GO Promissory Notes	GO	NEG	SOLE
07/19/16	20	Lane Co (South Lane) SD #45J3	OR	Series 2016 A General Obligation Bonds	GO	NEG	SOLE
07/19/16	4	Clatsop Community College Dt	OR	Series 2016 GO Refunding Bonds	GO	PVT	SOLE
07/15/16	23	San Bernardino (Ontario-Montclair) SD	CA	2016 Series A & B GO & Crossover	GO	NEG	SOLE
07/14/16		Umatilla Co (Echo) SD #5	OR	Series 2016 B General Obligation Bonds	GO	NEG	SOLE
07/14/16	1	Umatilla Co (Echo) SD #5	OR	Series 2016 A GO Deferred Interest Bonds		NEG	SOLE
07/14/16	23	Eagle River Fire Protection Dt	CO	Series 2016 General Obligation Bonds	GO	NEG	SOLE
07/14/16	15	Lane Co (Junction City) SD #69	OR	Series 2016 General Obligation Bonds	GO	NEG	SOLE
07/13/16	135	King Co (Issaquah) SD #411	WA	Series 2016 Unlimited Tax GO Bonds	GO	NEG	SOLE
2., 10, 10							
07/13/16	247	Chabot-Las Positas Comm Coll Dt	CA	2016 Series GO Refunding Bonds	GO	NEG	LEAD

Date (N 07/12/16 07/12/16 07/12/16 07/11/16 07/11/16 07/08/16 07/08/16 07/08/16 07/06/16 06/30/16 06/30/16 06/30/16	1 14 18 2 19 5 10 97	Issuer Harris Co (Deer Park) ISD Freeport Village-New York Freeport Village-New York Cameron Co (Rio Hondo) ISD Weston City-Missouri Rankin Co SD	State TX NY NY TX	Description Series 2016 Limited Tax Refunding Bonds 2016 Series B Public Improvement Ref 2016 Series A Public Improvement Ref	Security Type GO GO	Bid Type NEG	Piper Role
07/12/16 07/12/16 07/11/16 07/11/16 07/08/16 07/08/16 07/07/16 07/06/16 06/30/16	1 14 18 2 19 5 10 97	Freeport Village-New York Freeport Village-New York Cameron Co (Rio Hondo) ISD Weston City-Missouri	NY NY TX	2016 Series B Public Improvement Ref			
07/12/16 07/11/16 07/08/16 07/08/16 07/07/16 07/06/16 06/30/16 06/30/16	14 18 2 19 5 10 97	Freeport Village-New York Cameron Co (Rio Hondo) ISD Weston City-Missouri	NY TX		GO		LEAD
07/11/16 07/08/16 07/08/16 07/08/16 07/07/16 07/06/16 06/30/16 06/30/16	18 2 19 5 10 97	Cameron Co (Rio Hondo) ISD Weston City-Missouri	ΤX	2016 Series A Public Improvement Ref	uu	NEG	CO-MGR
07/11/16 07/08/16 07/08/16 07/07/16 07/06/16 06/30/16 06/30/16	2 19 5 10 97	Weston City-Missouri			GO	NEG	CO-MGR
07/08/16 07/08/16 07/07/16 07/06/16 06/30/16 06/30/16	19 5 10 97			Series 2016 Unlimited Tax School Bldg	GO	NEG	CO-MGR
07/08/16 07/07/16 07/06/16 06/30/16 06/30/16	5 10 97	Rankin Co SD	MO	Series 2016 General Obligation Bonds	GO	NEG	SOLE
07/08/16 07/07/16 07/06/16 06/30/16 06/30/16	5 10 97		MS	Series 2016 GO School Refunding Bonds	GO	NEG	LEAD
07/06/16 06/30/16 06/30/16	97	Burien City-Washington	WA	Series 2016 Limited Tax GO Refunding	GO	NEG	SOLE
07/06/16 06/30/16 06/30/16	97	Old Saybrook Town-Connecticut	СТ	Issue of 2016 GO Refunding Bonds	GO	NEG	SOLE
06/30/16 06/30/16		Chester Co-Pennsylvania	PA	Series A of 2016 General Obligation	GO	NEG	CO-MGR
06/30/16		Quakertown General Authority	PA	Series 2016 A-T Healthcare Facs Rev	GO	PVT	SOLE
		Quakertown General Authority	PA	Series 2016 A Healthcare Facs Rev BANs	GO	PVT	SOLE
06/29/16		Hoover City-Alabama	AL	Series 2016 General Obligation Warrants	GO	NEG	CO-MGR
06/29/16		Medina Co (Wadsworth City) SD	OH	Series 2016 GO Library Improvement Ref	GO	NEG	SOLE
		Smith Co Public Bldg Commission	KS	Series 2016 Revenue Anticipation Bonds	GO	PVT	SOLE
		San Bernardino Co (Colton) JUSD	CA	Series D General Obligation Bonds	GO	NEG	LEAD
06/28/16		Pflugerville City-Texas	TX	Series 2016 C Comb Tax & Ltd Rev Certs	GO	NEG	CO-MGR
		Pflugerville City-Texas	TX	Series 2016 A & B Comb Tax & Ltd Rev	GO	NEG	CO-MGR
		Johnson Co (Cleburne) ISD	TX	Series 2016 Unlimited Tax School Bldg	GO	NEG	CO-MGR
		Pflugerville City-Texas	TX	Series 2016 Limited Tax & Refunding	GO	NEG	LEAD
		Columbia Co (Vernonia) SD #47J	OR		GO	PVT	SOLE
			AZ	Series 2016 GO Refunding Bonds	GO		
		Mohave Co (Kingman) USD #20		Series 2016 Refunding Bonds		NEG	SOLE
		Ohlone Community College Dt	CA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
		San Bernardino Co (Colton) JUSD	CA	2016 Series B GO Refunding Bonds	GO	NEG	LEAD
06/24/16		Independence City-Kansas	KS	Series 2016-a GO Refunding Bonds	GO	NEG	SOLE
06/23/16		Lake Winnebago City-Missouri	MO	Series 2016 General Obligation Bonds	GO	NEG	SOLE
		East Lyme Town-Connecticut	CT	Issue of 2016 GO Refunding Bonds	GO	NEG	SOLE
		Altoona City-Iowa	IA	Series 2016 C GO Renewed Refunding	GO	NEG	LEAD
06/22/16		De Kalb Co CUSD #300	IL	Series 2016 Debt Certificates	GO	PVT	SOLE
		North Thurston SD #3	WA	Series 2016 General Obligation Bonds	GO	NEG	SOLE
06/16/16		Caddo Parish-Louisiana	LA	Series 2016 GO Refunding Bonds	GO	PVT	SOLE
06/16/16		Tillamook Bay Comm Coll Dt	OR	Series 2016 GO Refunding Bonds	GO	PVT	SOLE
06/16/16		Upshur Co (Ore City) ISD	TX	Series 2016 Unlimited Tax Refunding	GO	NEG	SOLE
06/16/16		Washington (Sherwood) SD #88J	OR	Series 2016 GO Refunding Bonds	GO	PVT	SOLE
06/15/16	4	Allegheny (Elizabeth Forward) SD	PA	Series B & C of 2016 GO & Refunding	GO	NEG	SOLE
06/14/16	6	West Mifflin Boro-Pennsylvania	PA	Series of 2016 GO Refunding Bonds	GO	NEG	SOLE
06/14/16		Leavenworth Co (Basehor-Linwood) USD #458	KS	Series 2016-B GO Refunding Bonds	GO	NEG	SOLE
		Torrington City-Connecticut	CT	Series of 2016 GO Refunding Bonds	GO	NEG	SOLE
06/10/16	3	Torrington City-Connecticut	CT	General Obligation BANs	GO	NEG	SOLE
06/09/16		Braxton Co BOE	WV	Series 2016 Public School Refunding	GO	NEG	SOLE
06/09/16	9	Gateway Regional Metropolitan Dt	CO	Series 2016 GO Limited Tax Refunding	GO	NEG	SOLE
06/09/16	2	Madison Town-Maine	ME	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
06/09/16		Williamette Education Services Dt	OR	Series 2016 Full Faith & Credit Obligation	GO	PVT	SOLE
06/08/16		Fairfield-Iowa	IA	Series 2016 Sewer Project RANs	GO	PVT	SOLE
		Sedgwick Co (Valley Ctr) USD #262	KS	Series 2016 General Obligation Bonds	GO	NEG	SOLE
		Idaho	ID	Series 2016 TANs	GO	NEG	SOLE
06/06/16		Sherman Co (Goodland) USD #352	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
06/03/16		Ellis-Kansas	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
		North Orange Co Comm College Dt	CA	Series 2016 A General Obligation Bonds	GO	NEG	CO-MGR
		Lorain Co (Amherst) EVSD	OH	Series 2016 GO Refunding Bonds	GO	PVT	SOLE
06/02/16		Port of Newport-Oregon	OR	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
06/02/16		San Mateo Co (Portola Valley) SD	CA	Series 2016 GO Refunding Bonds	GO	PVT	SOLE
06/01/16		Lane Comm College Dt	OR	Series 2016 GO Refunding Bonds	GO	NEG	SOLE

Piper Jaffr	ay Genera	I Obligation Negotiated Underwriting Experience	ce				
Sale Date	Par Size (MM's)	lecuor		Description	Security Type	Bid Type	Piper Role
05/31/16	3	Cape Girardeau Co Reorg Swr Dt	MO	Series 2016 BANs	GO	PVT	SOLE
05/31/16	4	Frankfort-Illinois	IL	Series 2016 GO Ltd Tax Ref Debt	GO	NEG	SOLE
05/26/16	30	Los Angeles Co (Sulphur Springs) USD	CA	Series 2016 C General Obligation Bonds	GO	NEG	SOLE
05/26/16	2	Story Co-Iowa	IA	Series 2016 GO Refunding Bonds	GO	PVT	SOLE
05/26/16	8	Vancouver City-Washington	WA	Series 2016 Limited Tax GO Refunding	GO	NEG	SOLE
05/25/16	42	Allegheny Co (Shaler) ASD	PA	Series A-D of 2016 GO & Refunding	GO	NEG	SOLE
05/25/16	3	Ventura Co (Moorpark) USD	CA	Series 2016 D General Obligation Bonds	GO	PVT	SOLE
05/25/16	72	Alamo Community College Dt	TX	Series 2016 Limited Tax Refunding Bonds	GO	NEG	CO-MGR
05/25/16	9	Madison Town-Connecticut	CT	Issue of 2016 GO Refunding Bonds	GO	NEG	SOLE
05/24/16	3	Clark Co (Battle Ground) SD #119	WA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
05/24/16	8	Saline Co (Salina) USD #305	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
05/24/16	1	Scott Co (Sikeston) R-VI SD	MO	Series 2016 GO Refunding Bonds	GO	PVT	SOLE
05/24/16	7	Shasta Co (Enterprise) ESD	CA	2016 Series & C GO & Refunding Bonds	GO	NEG	SOLE
05/19/16	124	Bexar Co (San Antonio) ISD	TX	Series 2016 School Building & Refunding	GO	NEG	CO-MGR
05/19/16	50	Pacific Communities Health Dt	OR	Series 2016 General Obligation Bonds	GO	NEG	LEAD
05/19/16	8	Cayuga Co-New York	NY	Series 2016 GO Public Improvement Ref	GO	NEG	SOLE
05/18/16	58	San Jose-Evergreen Comm Coll Dt	CA	Series D General Obligation Bonds	GO	NEG	SOLE
05/18/16	17	Pasadena City-Texas	TX	Series 2016 A GO Refunding Bonds	GO	NEG	LEAD
05/18/16	56	King Co (Tukwila) SD #406	WA	Series 2016 General Obligation Bonds	GO	NEG	SOLE
05/18/16	9	Kirkwood Community College	IA	Series 2016 GO Refunding Plant Fund	GO	PVT	SOLE
05/17/16	15	Griswold Town-Connecticut	CT	Series of 2016 GO Refunding Bonds	GO	NEG	SOLE
05/17/16	9	Allegheny (Elizabeth Forward) SD	PA	Series A of 2016 GO Refunding Bonds	GO	NEG	SOLE
05/17/16	344	Nashville-Davidson Co Metro Govt	TN	Series 2016 GO Refunding Bonds	GO	NEG	LEAD
05/17/16	1	Butler Co (Flinthills) USD #492	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
05/17/16	94	Santa Clarita Comm College Dt	CA	2016 Series GO Refunding Bonds	GO	NEG	SOLE
05/16/16		Des Moines (West Burlington) ISD	IA	Series 2016 GO School Capital Loan	GO	PVT	SOLE
05/13/16	6	Plum Borough-Pennsylvania	PA	Series of 2016 General Obligation Bonds	GO	NEG	SOLE
05/13/16	24	Addison Town-Texas	TX	Series 2016 GO Refunding Bonds	GO	NEG	CO-MGR
05/12/16	8	Covington-Washington	WA	Series 2016 Limited Tax GO Refunding	GO	NEG	SOLE
05/12/16	3	Minidoka Co JSD #331	ID	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
05/12/16	18	Northern Inyo Co Local Hosp Dt	CA	Series 2016 General Obligation Bonds	GO	PVT	SOLE
05/12/16	13	Tulare Co (Dinuba) USD	CA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
05/11/16	41	Oregon	OR	2016 Series H General Obligation Bonds	GO	NEG	CO-MGR
05/11/16	47	Oregon	OR	2016 Series G GO Refunding Bonds	GO	NEG	CO-MGR
05/11/16	181	Oregon		2016 Series F GO Refunding Bonds	GO		CO-MGR
05/11/16	15	Oregon	OR	2016 Series E General Obligation Bonds	GO	NEG	CO-MGR
05/11/16	67		OR	2016 Series D General Obligation Bonds	GO	NEG	CO-MGR
05/10/16	41	Dallas Co (Garland) ISD	TX	Series 2016 Unlimited Tax Refunding	GO	NEG	LEAD
05/10/16		Plattsburgh City-New York	NY	Series 2016 Pub Improvement Ref Serial	GO	NEG	SOLE
05/10/16	4	Pottawattamie Co (Treynor) CSD	IA	Series 2016 GO School Refunding Bonds	GO	NEG	SOLE
05/10/16	3	Stevens Co (Valley) SD #70	WA	Series 2016 GO Refunding Bonds	GO	PVT	SOLE
05/05/16	5	Iowa Higher Ed Loan Authority	IA	Series 2016 A RANs	GO	NEG	SOLE
05/04/16	2	Fairfield-Iowa	IA	Series 2016 B GO Refunding Capital Loan	GO	NEG	SOLE
05/04/16	3	Fairfield-Iowa	IA	Series 2016 A GO Refunding Capital Loan	GO	NEG	SOLE
05/04/16	55	Clark Co (Camas) SD #117	WA	Series 2016 GO Unlimited Tax Bonds	GO	NEG	SOLE
05/04/16		Wallace Co-Kansas	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
05/04/16	18	Williamson Co (Franklin) SSD	TN	Series 2016 Limited Tax Sch Ref & Imp	GO	NEG	SOLE
05/03/16	3	Burlington City-Iowa	IA	Series 2016 A & B GO Corporate Purpose	GO	NEG	SOLE
05/03/16	26	Monterey Peninsula Comm Coll Dt	CA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
05/03/16	80	Monterey Peninsula Comm Coll Dt	CA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
04/28/16	37	Niagara Falls City-New York	NY	Series 2016 GO Refunding Bonds	GO	NEG	CO-MGR
04/28/16	7	Leavenworth Co (Lansing) USD #469	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE

Piper Jaffr	ay Genera	I Obligation Negotiated Underwriting Experience					
Sale Date	Par Size (MM's)	Issuer	State	Description	Security Type	Bid Type	Piper Role
04/27/16	24	Clackamas (No Clackamas) SD #12	OR	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
04/27/16	6	Grimes City-Iowa	IA	Series 2016 GO Water Improvement & Ref	GO	NEG	SOLE
04/27/16	4	Orange Co (Buena Park) SD	CA	Series 2016 General Obligation BANs	GO	NEG	SOLE
04/26/16	155	Ohlone Community College Dt	CA	Series C General Obligation Bonds	GO	NEG	SOLE
04/26/16	143	Denver City and Co SD #1	CO	Series 2016 GO Refunding Bonds	GO	NEG	CO-MGR
04/26/16	2	Milford City-Iowa	IA	Series 2016 GO Corp Purpose &	GO	NEG	SOLE
04/26/16	53	Riverside USD	CA	2016 Series GO Refunding Bonds	GO	NEG	SOLE
04/22/16	4	Port of Bellingham-Washington	WA	Series 2016 Limited Tax GO Refunding	GO	NEG	SOLE
04/21/16	133	Kitsap Co (Central Kitsap) SD #401	WA	Series 2016 GO Unlimited Tax Bonds	GO	NEG	SOLE
04/21/16	5	Merced Co (Weaver) USD	CA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
04/21/16	6	Merced Co (Weaver) USD	CA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
04/20/16	4	Labette Co (Chetopa-St-Paul) USD #505	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
04/19/16	4	Deschutes Co (Bend-La Pine) ASD #1	OR	Series 2016 General Obligation Bonds	GO	PVT	SOLE
04/19/16	8	Grant Co-Kansas	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
04/15/16	1	Golf Maine Park Dt	IL	Series 2016 GO Limited Tax Park Bonds	GO	PVT	SOLE
04/15/16	1	Palatine Park Dt	IL	Series 2016 Limited Park Bonds	GO	PVT	SOLE
04/14/16	153	Harris Co (Klein) ISD	ΤX	Series 2016 A & B Unlimited Tax	GO	NEG	CO-MGR
04/14/16	13	Harrison Co-Mississippi	MS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
04/13/16	29	Dutchess Co (Arlington) CSD	NY	Series 2016 School District Refunding	GO	NEG	SOLE
04/13/16	4	North Lincoln Fire & Rescue Dt #1	OR	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
04/13/16	19	Santa Clara Co (Orchard) SD	CA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
04/12/16	228	Ohio	OH	Series S GO Highway Capital Imp Bonds	GO	NEG	CO-MGR
04/12/16	127	Tarrant Co (Keller) ISD	ΤX	Series 2016 A & B Unlimited Tax	GO	NEG	LEAD
04/12/16	16	Washington Co (Beaverton) SD #48J	OR	Series 2016 Full Faith&Credit Ref Oblig	GO	NEG	SOLE
04/11/16	25	El Paso Co (Clint) ISD	ΤX	Series 2016 Unlimited Tax Refunding	GO	NEG	LEAD
04/11/16	37	Boone Co (Columbia) SD	MO	Series 2016 GO Refunding & Improv	GO	NEG	SOLE
04/08/16	4	Cattaraugus Co-New York	NY	Series 2016 GO Public Improvement Ref	GO	NEG	SOLE
04/07/16	18	Madera Co (Golden Valley) USD	CA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
04/07/16	7	Stanton Co-Kansas	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
04/07/16	39	Victor Valley Comm College Dt	CA	2016 Series B GO Refunding Bonds	GO	NEG	SOLE
04/07/16	63	Victor Valley Comm College Dt	CA	2016 Series A & C GO Refunding Bonds	GO	NEG	SOLE
04/07/16	80	University of Connecticut	CT	2016 Series A GO Refunding Bonds	GO	NEG	CO-MGR
04/07/16	262	University of Connecticut	CT	2016 Series A General Obligation Bonds	GO	NEG	CO-MGR
04/07/16	45	Tahoe Forest Hospital Dt	CA	2016 Series GO Refunding Bonds	GO	NEG	CO-MGR
04/06/16	26	Johnson Co (Spring Hill) USD #230	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
04/05/16	1	Finney Co (Garden City) USD #457	KS	Series 2016 C GO Refunding Bonds	GO	NEG	SOLE
04/05/16	21	Finney Co (Garden City) USD #457	KS	Series 2016 B GO Refunding Bonds	GO	NEG	SOLE
04/05/16	35	Collin Co (McKinney) ISD	TX	Series 2016 Unlimited Tax Refunding	GO	NEG	LEAD
04/05/16	20	Flower Mound Town-Texas	TX	Series 2016 GO Refunding Bonds	GO	NEG	LEAD
04/05/16	2	Killingly Town-Connecticut	CT	Issue of 2016 Ser B General Obligation	GO	NEG	SOLE
04/05/16	9	Killingly Town-Connecticut	CT	Issue of 2016 Ser A General Obligation	GO	NEG	SOLE
04/05/16	4	Keizer Rural Fire Protection Dt	OR	2016 General Obligation Bonds	GO	NEG	SOLE
04/01/16	3	Wilmette Park Dt		Series 2016 A-C Ltd Park & Ref Bonds &	GO	PVT	SOLE
04/01/16	6	Grant Co (Moses Lake) SD #161	WA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
04/01/16	21	Huntertown Town-Indiana	IN	Series 2016 BANs	GO	PVT	SOLE
04/01/16	1	Woodridge Park Dt	IL TV	Series 2016 Limited Park Bonds	GO	PVT	SOLE
03/31/16	121	Denton Co-Texas	TX	Series 2016 Permanent Improvement Ref	GO	NEG	CO-MGR
03/30/16	38	Los Angeles Co (Redondo Beach) USD	CA	Series 2016 A & C GO & Refunding Bonds	GO	NEG	SOLE
03/30/16	22	Canyon Co (Nampa) SD #131	ID	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
03/30/16	5	Grays Harbor (Montesano) SD #66	WA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
03/29/16	122	University of Minnesota Regents	MN	Series 2016 A General Obligation Bonds	GO	NEG	CO-MGR
03/29/16	1	Williamsburg City-Iowa	IA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE

Piper Jaffr	ay Genera	Obligation Negotiated Underwriting Experience					
Sale Date	Par Size (MM's)	s Issuer State		Description	Security Type	Bid Type	Piper Role
03/29/16	8	Darien Town-Connecticut	СТ	Issues of 2016 GO Refunding Bonds	GO	NEG	SOLE
03/24/16	46	Texas Water Development Board	ΤX	Series 2016 A GO Wtr Financial	GO	NEG	LEAD
03/24/16	8	Medina Co (Wadsworth City) SD	OH	Series 2016 GO School Improvement Ref	GO	NEG	SOLE
03/23/16	3	Tarentum Boro-Pennsylvania	PA	Series of 2016 General Obligation Bonds	GO	NEG	SOLE
03/23/16	4	Auburn City-Washington	WA	Series 2016 Limited Tax GO Refunding	GO	PVT	SOLE
03/23/16	7	Nine Mile Falls SD #325-179	WA	Series 2016 GO Unlimited Tax Refunding	GO	NEG	SOLE
03/23/16	1	Solano Co (Dixon) USD	CA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
03/23/16	4	Solano Co (Dixon) USD	CA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
03/23/16		Solano Co (Dixon) USD	CA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
03/23/16		Fairfield Town-Connecticut	CT	Issue of 2016 GO Refunding Bonds	GO	NEG	SOLE
03/22/16	-	Cheshire Town-Connecticut	CT	Series of 2016 GO Refunding Bonds	GO	NEG	SOLE
03/22/16		Stowe Twp-Pennsylvania	PA	Series of 2016 GO Refunding Bonds	GO	NEG	SOLE
03/22/16		San Diego Co (Oceanside) USD	CA	Series D General Obligation Bonds	GO	NEG	SOLE
03/22/16		De Kalb Co-Georgia	GA	Series 2016 GO Refunding Bonds	GO	NEG	CO-MGR
03/22/16		Iowa Great Lakes Sanitary Dt	IA	Series 2016 GO Refunding Capital Loan	GO	NEG	SOLE
03/22/16		Scott Co-Kansas	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
03/18/16	4	Columbus City-Indiana	IN	Series 2016 A Redevelopment Dt Ref	GO	NEG	SOLE
03/18/16		Iowa Co (H-L-V) CSD	IA	Series 2016 GO School Refunding Bonds	GO	NEG	SOLE
03/17/16		Wilmette Park Dt	IL	Series 2016 D GO Limited Refunding Park	GO	PVT	SOLE
03/17/16		Finney Co (Garden City) USD #457	KS	Series 2016 A GO Refunding Bonds	GO	NEG	SOLE
03/17/16		Benton Co (Belle Plaine) CSD	IA	Series 2016 GO School Refunding Bonds	GO	NEG	SOLE
03/17/16		Eagle River Wtr & Sanitation Dt	CO	Series 2016 General Obligation Bonds	GO	NEG	SOLE
03/17/16		Fayette (West Central Valley) CSD	IA	Series 2016 GO School Refunding Bonds	GO	NEG	SOLE
03/17/16		Lorain Co (Amherst) EVSD	OH	Series 2016 GO Limited TANs	GO	PVT	SOLE
03/16/16		Mercer Co ASD	PA	Series of 2016 GO Refunding Bonds	GO	NEG	SOLE
03/16/16		Fayetteville-New York	NY	Series 2016 GO Pub Imp Ref Bonds	GO	NEG	SOLE SOLE
03/16/16		Monroe Co (Greece) CSD	NY	Series 2016 School District Ref Bonds	GO GO	NEG	
03/10/16		Arnolds Park City-Iowa Rush Co-Kansas	IA KS	Series 2016 A & B GO Refunding Bonds	GO GO	NEG NEG	SOLE SOLE
03/10/16 03/10/16		Guilford Town-Connecticut	CT	Series 2016 GO Refunding Bonds 2016 Series A GO Refunding Bonds	GO	NEG	SOLE
03/09/16		Naugatuck Boro-Connecticut	CT	Issue of 2016 GO Refunding Bonds	GO	NEG	SOLE
03/09/16		Naugatuck Boro-Connecticut	CT	General Obligation BANs	GO	NEG	SOLE
03/08/16		King Co (Renton) SD #403	WA	Series 2016 GO Unlimited Tax Refunding	GO	NEG	SOLE
03/08/16		Story Co (Ballard) CSD	IA	Series 2016 GO School Refunding Bonds	GO	NEG	SOLE
03/02/16	11	Avon Town-Connecticut	CT	Series of 2016 GO Refunding Bonds	GO	NEG	SOLE
03/02/16		Crawford Co (Pittsburg) USD #250	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
03/01/16		Elk Grove Park Dt	IL	Series 2016 Limited Park Bonds	GO	PVT	SOLE
03/01/16		Lee Co-lowa	IA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
03/01/16		Lisle Park Dt	IL	Series 2016 GO Limited Tax Park Bonds	GO	PVT	SOLE
03/01/16		McHenry Co (Huntley) CSD #158	IL	Series 2016 Refunding Bonds	GO	PVT	SOLE
03/01/16		West Contra Costa USD	CA	2016 Series D & C General Obligation	GO	NEG	LEAD
03/01/16		West Contra Costa USD	CA	2016 Series A, C & D GO & Refunding	GO	NEG	LEAD
02/26/16		Park Hospital Dt	CO	Series 2016 Loan Agreement & Promisorry	GO	PVT	SOLE
02/25/16		Chester Co-Pennsylvania	PA	Series of 2016 General Obligation Bonds	GO	NEG	LEAD
02/25/16		San Marcos City-Texas	TX	Series 2016 GO Refunding Bonds	GO	NEG	CO-MGR
02/24/16		Lake Co (Willoughby-Eastlake City) SD	OH	Series 2016 GO Unltd Tax School Imp	GO	NEG	SOLE
02/24/16		Pierce Co (University Place) SD #83	WA	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
02/23/16		Bonneville-Bingham Cos JSD #93	ID	Series 2016 A & B GO & Refunding Bonds	GO	NEG	SOLE
02/23/16	89	Galveston Co (Friendswood) ISD	ΤX	Series 2016 Unlimited Tax Refunding	GO	NEG	CO-MGR
02/19/16		Dickinson Co (Chapman) USD #473	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE
02/18/16		Marin Comm College Dt	CA	2016 Series GO Refunding Bonds	GO	NEG	SOLE
02/17/16		Brazoria Co (Alvin) ISD	ΤX	Series 2016 Unltd Tax Schoolhouse & Ref	GO	NEG	LEAD

Piper Jaffray General Obligation Negotiated Underwriting Experience								
Sale Date	Par Size (MM's)	lecuor		Description	Security Type	Bid Type	Piper Role	
02/17/16	7	Redding Town-Connecticut	CT	Issue of 2016 GO Refunding Bonds	GO	NEG	SOLE	
02/15/16	1	Itasca Park Dt	IL	Series 2016 GO Limited Tax Park Bonds	GO	PVT	SOLE	
02/15/16	6	Northbrook Park Dt	IL	Series 2016 GO Limited Tax Park Bonds	GO	PVT	SOLE	
02/12/16	8	Pottawatomie (Wamego) USD #320	KS	Sereis 2016 GO Refunding Bonds	GO	NEG	SOLE	
02/11/16	3	Beloit City-Kansas	KS	Series 2016-A GO Electric Util Sys Ref	GO	NEG	SOLE	
02/11/16	51	Riley Co (Manhattan) USD #383	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE	
02/11/16	4	Clinton Town-Connecticut	CT	Issue of 2016 Ser B GO Refunding Bonds	GO	NEG	SOLE	
02/10/16	41	Brazoria Co (Pearland) ISD	ΤX	Series 2016 Unlimited Tax Refunding	GO	NEG	LEAD	
02/10/16		Okoboji City-Iowa	IA	Series 2016 GO Capital Loan Notes	GO	NEG	SOLE	
02/09/16	27	Johnson Co (Joshua) ISD	ΤX	Series 2016 Unlimited Tax Refunding	GO	NEG	CO-MGR	
02/09/16	19	Montgomery Co (Independence) USD #446	KS	Series 2016 GO Refunding Bonds	GO	NEG	SOLE	
02/08/16	4	Defiance City-Ohio	OH	Series 2016 A & B GO Water & Sanit Imp	GO	NEG	SOLE	
02/04/16	8	Grayson Co (Collinsville) ISD	ΤX	Series 2016 Unlimited Tax School Bldg	GO	NEG	SOLE	
02/04/16	15	Los Angeles Co (Montebello) USD	CA	2016 Series A GO Refunding Bonds	GO	NEG	SOLE	
02/04/16	19	San Bernardino Co (Colton) JUSD	CA	2016 Series GO Refunding Bonds	GO	NEG	CO-MGR	
02/03/16	55	Bucks Co-Pennsylvania	PA	Series of 2016 General Obligation Bonds	GO	NEG	LEAD	
02/03/16	10	Schertz-Cibolo-Universal City ISD	ΤX	Series 2016 Unlimited Tax Refunding	GO	NEG	CO-MGR	
02/03/16	94	Schertz-Cibolo-Universal City ISD	ΤX	Series 2016 Unlimited Tax Refunding	GO	NEG	CO-MGR	
02/02/16	36	St Charles Co (Francis Howell) SD #R-III	MO	Series 2016 GO Refunding Bonds	GO	NEG	CO-MGR	
01/26/16	10	Temple City-Texas	ΤX	Series 2016 GO Refunding Bonds	GO	NEG	LEAD	
01/26/16	18	Temple City-Texas	ΤX	Series 2016 Comb Tax & Rev Certs of	GO	NEG	LEAD	
01/25/16	20	Cullman City-Alabama	AL	Series 2016 General Obligation Warrants	GO	NEG	SOLE	
01/21/16	9	St Louis Co (University City) SD	MO	Series 2016 GO Refunding Bonds	GO	NEG	CO-MGR	
01/20/16	1	Chicago Heights Park Dt	IL	Series 2016 GO Limited Tax Park Bonds	GO	PVT	SOLE	
01/20/16	10	Lewis Co (White Pass) SD #303	WA	Series 2016 GO Unlimited Tax Refunding	GO	NEG	SOLE	
01/14/16	138	Montgomery Co (Conroe) ISD	ΤX	Series of 2016 School Building &	GO	NEG	CO-MGR	
01/14/16	6	Sisters-Oregon	OR	Series 2016 Full Faith & Credit Ref Bonds	GO	NEG	SOLE	
01/14/16	186	El Camino Community College Dt	CA	2016 Series & A GO & Refunding Bonds	GO	NEG	CO-MGR	
01/08/16	6	Bremer Co (Wapsie Valley) CSD	IA	Series 2016 GO School Refunding Bonds	GO	NEG	SOLE	
01/07/16	216	El Paso Co (Ysleta) ISD	ΤX	Series 2016 Unltd Tax School Building	GO	NEG	LEAD	
01/07/16	18	Redmond City-Washington	WA	Series 2016 Ltd Tax GO & Refunding	GO	NEG	SOLE	
01/07/16	9	Los Angeles Co (Bassett) USD	CA	2016 Series GO Refunding Bonds	GO	NEG	SOLE	
01/06/16	8	Sparta City-Illinois	IL	Series 2016 GO Refunding Bonds	GO	NEG	SOLE	



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THE FRAZER LANIER COMPANY

INVESTMENT BANKERS

Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, Alabama 36607

Re: RFQ for Underwriter

Dear Lady and Gentlemen,

We are pleased to respond to your RFQ dated November 13, 2019. It has been our pleasure to represent your County for over 20 years, as well as the cities of Fairhope, Foley, Robertsdale and Bay Minette, and Foley Utilities.

As we state in our response, it was our Firm who had a lead role in reestablishing the excellent credit rating that Baldwin County enjoys today. Our Firm has represented your County on numerous occasions both in front of the rating agencies in New York, on site visits there in the County, as well as conference call presentations. We believe that no firm matches ours in the knowledge of economics and demographics in the County as well as your finances.

One of the contributions that our Firm made to the County to reestablish your rating was the recommendation to begin preparing 5-year financial forecast. At a time where your County lost it's rating, we conferred with the rating agencies and concluded that having a 5-year financial forecast would avoid future calamities, which brought your rating down. Since that time your finance department has regularly forecasted the General Fund, Solid Waste Fund, as well as the Highway Fund. You have always been complimented by both Moody's and S&P on the quality of your work and they believe that this in part safeguards the County's future financial operations.

We also are submitting to you rate comparison tables that we have recently provided to Madison County Board of Education and the City of Tuscaloosa. Each of these credits, like Baldwin County, are highly rated. We share these rate comparisons to ensure that our clients were knowledgeable that we had delivered superior results in terms of pricing and selling their debt. You will notice that the compared issuers were underwritten by firms substantially larger than our Firm, yet our pricing was comparable, and in many maturities actually below the competition. We pride ourselves not only in our abilities to prepare our clients for rating agency presentations and development of the final official statements, but also in delivering excellent interest rates.

We believe that we have addressed all of your questions, but should you have additional matters that you wish for us to address, I would be delighted to respond to them.

Respectfully yours,

four Robert H. Young

President, The Frazer Lanier Company Incorporated

POST OFFICE BOX 5190 MONTGOMERY, AL 36103 TELEPHONE 334 265-8483 1-800-223-2631 FAX 334 265-8524 300 WATER STREET MONTGOMERY, AL 36104

RESPONSE TO BALDWIN COUNTY, ALABAMA

REQUEST FOR STATEMENT OF QUALIFICATIONS: UNDERWRITER November 13, 2019

1. Describe the firm's net capital position and its underwriting ability and willingness to underwrite bonds.

Unsold balance in primary market municipal underlying.

- Net Capital Position (9/30/19) \$1,047,749
- Underwriting Ability (9/30/19) \$13,500,000

As to our willingness to underwrite, we served as investment banker to the Madison County Board of Education and the City of Auburn. At the end of the sales period, multiple maturities were underwritten in order to complete a successful sale for each client. Each of these sales took place within the last 60 days.

2. Discuss your proposed transaction team which would be assigned to serve as underwriter to the County. Be specific regarding the person(s) who would have primary and/or day-to-day responsibility for directing your firm's efforts. Provide a resume for each individual assigned to the County's service including their title, address, phone, and e-mail.



Robert H. Young, President 300 Water Street Montgomery, AL 36104 (334) 265-8515 bobyoung@fralan.com

Robert H. Young, Jr. graduated from the public schools of Selma, Alabama, and from Auburn University with a Bachelor of Science degree in 1971. After serving in the United States Army, he entered the investment banking field in 1972 and joined The Frazer Lanier Company in 1976. Mr. Young has served as a member of the Auburn University Business School Advisory Committee, and as a Committeeman and Vice-Chairman on the District V Business Conduct Committee of the National Association of Securities Dealers.

Mr. Young will have day-to-day responsibility for the engagement.



S. Ashton Stuckey, Vice Chairman 300 Water Street Montgomery, AL 36104 (334) 265-8516 ashtonstuckey@fralan.com

S. Ashton Stuckey graduated from Rhodes College in 1966 with a Bachelor of Arts degree in Economics. Since 1967, he has been involved in many areas of the securities business. As an Executive Vice President of SouthTrust Corporation, a bank holding company, he managed the Investment Division which included fixed income sales and trading, as well as funding, investment portfolio management and asset liability management. For eight years prior to joining The Frazer Lanier Company, Mr. Stuckey was a Managing Director of a New York Stock Exchange firm where he managed the Fixed Income Division. Responsibilities with The Frazer Lanier Company include fixed income trading, municipal underwriting and management of institutional sales. Mr. Stuckey has served as a member of the Municipal Securities Rulemaking Board and as a member of the MSRB Professional Qualifications Committee.



Chandler Combest, Senior Vice President 300 Water Street Montgomery, AL 36104 (334) 386-3037 chandler@fralan.com

Chandler Combest is a graduate of Auburn University, with degrees in English and business administration, and the University of Alabama School of Law. Prior to joining The Frazer Lanier Company, Chandler was an attorney with Bradley Arant Boult Cummings LLP for seven years, practicing in the fields of public finance, corporate finance and real estate. Mr. Combest has extensive experience in advising governmental entities, financial institutions and private developers and individuals regarding investing in affordable housing and community development projects. He is a member of the Alabama State Bar, the American Bar Association and the National Association of Bond Lawyers.

3. Provide number of full-time employees dedicated to municipal bond sales.

Three

Please see Exhibits A (Madison County Board of Education) and Exhibit B (City of Tuscaloosa) as regards our ability to price and sell bonds. According to the Wells Fargo website, they employ 14,000 brokers. According to the Raymond James site, they employ 8,000 brokers. Our size has not affected our ability to price bonds on the market and to sell them on the market.

4. Does your firm maintain a public finance office or a retail and/or brokerage office in the State of Alabama? If so, please provide the address and phone number for this office and primary contact person.

Montgomery Office	Birmingham Office	Florence Office
300 Water Street Montgomery, AL 36104 (334) 265-8483	110 Office Park Drive Suite 210 Birmingham, AL 35223	402 Cox Creek Parkway 2 nd Floor Florence, AL 35630
	(205) 484-0888	(256) 246-7600
Robert H. Young	Jason Grubbs	Johnny Dill

5. Provide no more than three (3) case studies which describe the experience of your assigned professionals with general obligation and public building authority transactions.

CASE 1: In August of 2019, our Firm served as investment banker to Lee County, Alabama in the issuance of \$4,835,000 General Obligation Warrants. The County's credit is rated Aa2 by Moody's Investors Service. Our Firm was involved in all aspects of the transaction including assistance in preparation of the Official Statement, while preparing the County for the rating presentation to Moody's and conducting of that presentation, the sale and the closing of the issue. Our Firm has continuously worked with Lee County since 1982.

CASE 2: In 2015 our Firm served as investment banker for Baldwin County regarding the issuance of \$35,180,000 General Obligation Warrants. The purpose of this issue was to advance refund 3 series of warrants for interest cost savings. The result of this financing generated a savings to the County of \$1,900,000. Our Firm made the County aware of this opportunity and executed the transactions successfully. As with the Lee County issue described above, our Firm worked with bond counsel to prepare the preliminary official statement, submit the issue to Moody's and S&P for their rating, prepared the participants for the presentation with outline material, preceded by a rehearsal and successfully executed the sale.

CASE 3: Our Firm has been engaged in numerous issues throughout the state sold by Public Building Authorities (PBA) and specifically used this vehicle in 2007 to finance a DHR facility in the County. It should be noted that our Firm pioneered the use of PBA financing for DHR and it had the affect of substantially reducing their borrowing costs compared to DHR's previous method of finance. Of course, in the case of a Public Building Authority the ultimate obligor is the lessee, in this case DHR. We assisted bond counsel in the preparation of the official statement, conducted the rating review and successfully executed the sale. We have used this technique for cities and counties who have financed public buildings sourced through this vehicle to avoid the debt being chargeable against their constitutional debt limit. We have also used a similar structure on 2 financings totaling over \$50,000,000 to the Alabama Health Department. In short, our Firm is thoroughly familiar with the public building authority finance structure.

6. Discuss any pending or threatened investigations or litigation by any private or public entity or any lapse or other deficiency in insurance coverage or professional licensure which may impact your firm's ability to serve as underwriter.

There are none, nor have there ever been in the history of The Frazer Lanier Company.

7. Has any municipal finance professional or associated person within your firm made or directed any political contributions, provided things of value, or provided financial advice to the extent it would be disqualified, under current laws, rules, and regulations, from acting as underwriter of the bonds?

No

8. Please provide any other information the County should consider when assessing your firm's ability to serve as underwriter.

I bring to the attention of the Commission that our Firm has represented Baldwin County for some 20 years. When we began working with the County, its credit rating was A- by S&P and Baa by Moody's Investors Service. Since our engagement, the ratings have moved up to AA+ by S&P and Aa1 by Moody's Investors Service. One of the main reasons for the improvement in the County's rating in the early years of our engagement was our suggestion that the County begin a program of financial forecasting. The County had been in financial difficulties in the late 80s and early 90s due to the significant growth in Baldwin County but with property taxes only being reassessed every 3-5 years. In short, the revenues were not keeping up with expenditures. We made this recommendation to the County so that the forecasting could be used as an early warning system that revenues and/or expenses had to be altered if the expense line was going to cross the revenue line. Moody's felt that this was a critical step in insuring that the County did not face financial problems in the future. Obviously, the addition of a county-wide sales tax to the County's General Fund has also been a major contributing factor. It is our assertion that no one knows the County's strengths and the details we do due to our extensive and long-standing experience. We were also involved in the potential financing for the mega-site and in the end recommended that the County go with internal financing so that if property was sold, any debt associated with the mega-site could be immediately repaid. If bonds had been sold, the County would have had to wait until the first call date to take the debt off the market. We received no fee nor reimbursement of expenses for our work.

We believe that at all times Frazer Lanier Company has placed the best interest of Baldwin County first and have always been available to assist the County when a need has arisen.

Exhibit A

RATE COMPARISON

Issuer: Type:			Tuscalo GO	Ben Hill County GA School District GO/ULT					
Underwriter:		The		nier Comp		Raymond James			
Rating:				AAA	5			Aal	
		Projected	1		Final				
	<u>Coupon</u>	Yield	Spread	<u>Coupon</u>	<u>Yield</u>	Spread	<u>Coupon</u>	<u>Yield</u>	Spread
2020	3.00%	1.23%	0.12	3.00%	1.19%	0.08			
2021	3.00%	1.26%	0.15	4.00%	1.21%	0.10	4.00%	1.18%	0.05
2022	3.00%	1.29%	0.17	3.00%	1.24%	0.12	4.00%	1.25%	0.11
2023	3.00%	1.33%	0.19	4.00%	1.28%	0.14	4.00%	1.30%	0.14
2024	4.00%	1.39%	0.21	4.00%	1.34%	0.16	5.00%	1.36%	0.16
2025	4.00%	1.47%	0.25	4.00%	1.40%	0.18	5.00%	1.43%	0.18
2026	4.00%	1.58%	0.28	4.00%	1.52%	0.22	3.00%	1.55%	0.22
2027	5.00%	1.69%	0.32	5.00%	1.62%	0.25	5.00%	1.64%	0.25
2028	5.00%	1.78%	0.33	5.00%	1.73%	0.28	5.00%	1.75%	0.28
2029	5.00%	1.88%	0.35	5.00%	1.83%	0.30	5.00%	1.87%	0.31
2030	5.00%	1.98%	0.37	5.00%	1.91%	0.30	5.00%	1.95%	0.33
2031	5.00%	2.04%	0.38	5.00%	1.97%	0.31	5.00%	2.03%	0.34

Exhibit B

RATE COMPARISON

	\$29,685,000	\$23,495,000	
Issuer:	Greensboro, NC	Madison County BOE	BPS Difference
Rating:	Aa2/AA+/AA+	Aa2/AA-	
Underwriter:	Wells Fargo/Loop Capital	Frazer Lanier	
Sale Date:	10-Oct-19	10-Oct-19	
-			
2021	1.878	1.99	0.11
2022	1.94	1.99	0.05
2023	2.03	2.23	0.20
2024	2.13	2.23	0.10
2025	2.32	2.43	0.11
2026	2.47	2.43	-0.04
2027	2.57	2.57	0.00
2028	2.62	2.57	-0.05
2029	2.67	2.67	0.00
2030	2.77	2.67	-0.10
2031	2.87	2.82	-0.05
2032	3.02	2.82	-0.20
2033	3.02	2.92	-0.10
2034	3.07	2.92	-0.15
2035	3.38	3.06	-0.32
2036	3.38	3.16	-0.22
2037	3.38	3.21	-0.17
2038	3.38	3.26	-0.12
2039	3.38	3.31	-0.07
2040	3.51	3.36	-0.15
2041	3.51	3.41	-0.10

Using the scale above, Frazer Lanier was able to deliver approximately \$800,000 more in savings than the Greensboro scale would have produced.