

# **Baldwin County Commission**



## **Work Session Meeting Agenda**

**Monday, November 2, 2020**

**8:30 AM**

Baldwin County Central Annex  
County Commission Auditorium  
22251 Palmer Street, Robertsdale, Alabama 36567

## **Regular Meeting Agenda**

**Tuesday, November 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.

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.

Dist. 1 - jeb.ball@baldwincountyal.com  
Dist. 2 - joe.davis@baldwincountyal.gov  
Dist. 3 - bunderwood@baldwincountyal.gov  
Dist. 4 - cgruber@baldwincountyal.gov

## **WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE**

### **A ADOPTION OF MINUTES**

October 20, 2020, Regular Meeting

### **B ACTION ITEMS**

#### **BA ADMINISTRATION**

**BA1** County Take Home Vehicle List - November 2020 [21-0130](#)

**BA2** Designation and Appointments of Commissioners to Various Boards [21-0133](#)

#### **BE BUDGET/PURCHASING**

**BE1** Competitive Bid #WG18-42 - Provision of Fire Protection Services (Extinguishers) for the Baldwin County Commission [21-0112](#)

**BE2** Competitive Bid #WG18-44 - On-call Fiber Optic Installation and Repair Services for the Baldwin County Commission [21-0102](#)

**BE3** Competitive Bid #WG20-01 - Provision of Guardrail Installation and Repair on County Right-of-Ways for the Baldwin County Commission [21-0100](#)

**BE4** Competitive Bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment for the Baldwin County Commission [21-0097](#)



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- |             |                                                                                                                                                                                                                |                                |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>BE5</b>  | Competitive Bid #WG21-04 - Provision of Bag Ice for the Baldwin County Commission                                                                                                                              | <a href="#"><u>21-0103</u></a> |
| <b>BE6</b>  | Competitive Bid #WG21-05 - Provision of Crushed Aggregates for the Baldwin County Commission                                                                                                                   | <a href="#"><u>21-0123</u></a> |
| <b>BE7</b>  | Amendment No. 2 to Contract for Competitive Bid #WG18-18 - Pre-event Debris Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County for the Baldwin County Commission | <a href="#"><u>21-0134</u></a> |
| <b>BE8</b>  | Permit Fees for the Construction of Two (2) New Baldwin County Highway Maintenance Buildings Located in Bay Minette and Silverhill, Alabama                                                                    | <a href="#"><u>21-0110</u></a> |
| <b>BE9</b>  | Pre-qualification of Contractors for the Construction of Two (2) New Baldwin County Highway Maintenance Buildings Located in Bay Minette, and Silverhill, Alabama                                              | <a href="#"><u>21-0094</u></a> |
| <b>BE10</b> | Pre-qualification of Contractors for the Construction of a New Baldwin County Animal Shelter Intake Building Located in Summerdale, Alabama for the Baldwin County Commission                                  | <a href="#"><u>21-0095</u></a> |
| <b>BE11</b> | Quotes for the Installation of Helper Bents Pine Grove Road Extension over Styx River for the Baldwin County Commission                                                                                        | <a href="#"><u>21-0116</u></a> |
| <b>BE12</b> | Request for Proposals (RFP) for Health Insurance Brokers/Consultants Services for the Baldwin County Commission                                                                                                | <a href="#"><u>21-0096</u></a> |
| <b>BE13</b> | Transfer of One (1) Vehicle from the Baldwin County Sheriff's Office to the Baldwin County Coroner's Office                                                                                                    | <a href="#"><u>21-0118</u></a> |
| <b>BE14</b> | *Resolution #2021-016 - Authorization for the Issuance, Sale, Delivery and Payment of a \$35,000,000 Maximum Principal Amount General Obligation Taxable Warrant, Series 2020-C                                | <a href="#"><u>21-0145</u></a> |
| <b>BI</b>   | <b>COUNCIL ON AGING</b>                                                                                                                                                                                        |                                |
| <b>BI1</b>  | Fiscal Year 2020-2021 Title III Older Americans Act Contract with South Alabama Regional Planning Commission (SARPC)                                                                                           | <a href="#"><u>21-0143</u></a> |
| <b>BK</b>   | <b>EMERGENCY MANAGEMENT AGENCY (EMA)</b>                                                                                                                                                                       |                                |
| <b>BK1</b>  | Fiscal Year 2020 Emergency Management Performance Grant (EMPG) Federal Share and State Share Agreements                                                                                                        | <a href="#"><u>21-0120</u></a> |
| <b>BM</b>   | <b>FINANCE AND ACCOUNTING</b>                                                                                                                                                                                  |                                |
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**BM1** Resolution #2021-012 - Authorization for Chairman and Clerk/Treasurer to Sign Bank Documents for Fiscal Year 2021 [21-0089](#)

**BN HIGHWAY**

**BN1** Case No. S-19028 - Hill Top Subdivision, Phase One - Road Acceptance [21-0121](#)

**BN2** County Road 99 Shoulder Widening - Non-Reimbursable Utility Agreement [21-0125](#)

**BN3** Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0211719 - Gap Weekley Road (Tract 1) [21-0070](#)

**BQ PERSONNEL**

**BQ1** Baldwin Regional Area Transit System (BRATS) Department - Employment of Two (2) Full-Time Bus Driver Positions [21-0106](#)

**BQ2** Highway Department (Foley) - Promotion of Employee [21-0111](#)

**BQ3** Highway Department (Pre-Construction) - Promotion of Employee [21-0129](#)

**BQ4** Highway Department (Silverhill) - Promotion of Employees [21-0114](#)

**BQ5** Highway Department (Silverhill) - Employment of Two (2) Operator Technician Trainee Positions [21-0131](#)

**BQ6** Highway Department (Traffic Operations) - Employment of One (1) Traffic Control Technician I Position [21-0108](#)

**BQ7** Parks Department - Employment of One (1) Landscape Technician I Position [21-0115](#)

**BQ8** Probate Office - Employment of One (1) License Revenue Officer I Position [21-0107](#)

**C PRESENTATIONS**

**CA GENERAL**

**CA1** Employee Service Award Pins Presentation [21-0109](#)

**D PUBLIC HEARINGS**

**E COMMITTEE REPORTS**

**EA FINANCE/ADMINISTRATION DIVISION**

**EA1** Payment of Bills [21-0128](#)

**EA2** Notification of Interim Payments Approved by Clerk/Treasurer as  
Allowed Under Policy 8.1 [21-0127](#)

**F DISCUSSION ITEMS**

**G COMMISSIONER REQUESTS**

**H ADDENDA**

**HA1** Request to Temporarily Waive Annual Leave Rollover Maximum Rates [21-0148](#)

**HA2** Request for Leave of Absence - BRATS Department [21-0149](#)

**HA3** Special Temporary Permit, Lot 15, The Beach Club PRD [21-0147](#)

**I ADMINISTRATIVE REPORT**

**J COUNTY ATTORNEY'S REPORT**

**K PUBLIC COMMENTS**

**L PRESS QUESTIONS**

**M COMMISSIONER COMMENTS**

**N ADJOURNMENT**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0130, **Version:** 1

**Item #:** BA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Victoria Key, Administrative Support Specialist

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### **ITEM TITLE**

County Take Home Vehicle List - November 2020

### **STAFF RECOMMENDATION**

Approve the attached "County Take Home Vehicle List - November 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 201.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** July 21, 2020 - Last revision to the Take Home Vehicle List made by the Commission.

#### **Background:**

This item was previously on the October 20, 2020 Agenda but was pulled to make revisions to the list. The revisions are as follows.

#### **Animal Shelter:**

Added 2 employees and removed 1 employee and added 2 vehicles

#### **Highway Department:**

Added 1 employee

#### **Building Department:**

Added 6 employees

#### **County Commissioners:**

Vehicle change for Commissioner Billie Jo Underwood

**Probate Office:**

Vehicle change for Judge of Probate Harry D'Olive

**Sheriff's Office:**

Added 12 Sworn Personnel

Removed 5 Support Personnel

Added 5 Jail Support

Removed 1 Admin Personnel

Added 5 Jail Personnel

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

**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:** Victoria Key, Administrative Support Specialist - 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 Take Home Vehicle List - November 2020

### County Commissionior

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
<b>Building Maintenance</b>			
2018 Ford F-150	Junius Long	5	Must respond to after hours call-outs.
<b>Animal Shelter</b>			
2008 Ford F-150 XL	Kim Peacock	40	On Call Animal Control Officer
2011 Ford F-250	Micheal Dorman	12	On Call Animal Control Officer
2019 Ford F-250	Sarah Jaresh	36	On Call Animal Control Officer
2019 Ford F-250	Gina Jones	75	On Call Animal Control Officer
<b>EMA</b>			
2011 Ford F-250	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.
2014 Ford Expedition	Michael Purner	14	Mike functions as Call of Duty Officer one week each month and also is subject to 24/7 call out per job description. It is imperative to reduce the amount of response time to command scene, have the appropriate equipment available and ready, and may require transportation of available resources to pick up in one location of the county for delivery to another location within the county. The objective is to have 3 different county EMA assets staged and ready at various locations within the County when EMA is dispatched. As of last month, EMA was paged 398 different times during FY20.
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.
Any/ All EMA Vehicles, as available	Danon Smith	20	For Use Only when On Call
<b>Highway</b>			

## County Take Home Vehicle List - November 2020

### County Commissior

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
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 etc.-County 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 F-150 Crew Cab 4x4	Mike Sharp	50	Same as Above
2018 Ford F150 Crew Cab 4x4	Adam Harville	110	Same as Above
2019 Ford F-150 Crew Cab 4x4	Kevin Carroll	46	Same as Above
2019 Ford F-150 Crew Cab 4x4	Pete Peterson	38	Same as Above
2019 Ford F-150 Crew Cab 4x4	Tyler Mitchell	35	Same as Above
2018 Ford F-150 Crew Cab	Dustin Thweatt	15	Same as Above

### Parks

2019 Ford F-150 Crew Cab 4x4	Madison 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.
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### Building Department



## County Take Home Vehicle List - November 2020

### County Commissior

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2019 Ford F-150, Supercab	Eddie 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.
2017 Ford F-150	Frederick "Freddy" Holman	12	The Building Department is implementing online permit inspection software which can be accessed via any mobile device. Inspectors will be able to view their daily inspection assignments and construction plans from their iPads. Direct from home allows a more timely response to job sites especially since most of our inspectors live in the inspection territories that they are
2018 Ford F-150	Murray Authement	20	Same as Above
2007 Ford F-150	Jeffrey "Brian" Stewart	10	Same as Above
2017 Ford F-150	Christopher "Jason" Byrd	30	Same as Above
2016 Ford F-150	Robert "Rob" Madison	14	Same as Above
2016 Ford F-150	William "Lee" Angle	40	Same as Above
<b>Solid Waste</b>			
2016 Ford F-250	JT Qualls	45	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.

## County Take Home Vehicle List - November 2020

### County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
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. 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.
2018 Chevy Silverado	Charlie Stanford	10	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.

# County Take Home Vehicle List - November 2020

## County Commissior

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
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:	# of Vehicles Driven Home:	Vehicle Description:	Employee:
County Commissioners	2	2015 Ford F-150 4X4 2020 Chevy Tahoe	Commissioner Charles Gruber Commissioner Billie Jo Underwood
Coroner	1	2015 Ford F-150 4X4	Coroner Brian Pierce
Probate Office	2	2020 Ford Expedition 2012 Chevy Tahoe	Judge Harry D'Olive Dean Mott Chief Clerk
Sheriff	163	See below	
<b>Sheriff</b>	142 Sworn Officers 5 Support Personnel 5 Jail Support 5 Admin Personnel 6 Jail Personnel		

## County Take Home Vehicle List - November 2020

County Commissior

Vehicle Description

Employee

Round Trip (Estimated)

Reason for Need to Drive Vehicle Home

Complete Total Number of Vehicles Driven Home: 201



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0133, **Version:** 1

**Item #:** BA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wayne A. Dyess, County Administrator

**Submitted by:** Anu Gary, Administrative Services Manager; Carjetta Crook, Administrative Support Specialist, IV

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### **ITEM TITLE**

Designation and Appointments of Commissioners to Various Boards

### **STAFF RECOMMENDATION**

Take the following actions:

1) Appoint Chairman Joe Davis, III to various Boards and for the term of office as Chairman of the Baldwin County Commission (November 3, 2020, to November 1, 2021), as follows:

Baldwin County Department of Archives and History Advisory Board  
Baldwin County Pretrial Release and Community Corrections Board  
Historic Blakeley Authority  
South Alabama Rural Planning Organization

2) Appoint Commissioner Charles F. Gruber to a Board and for the term of office as Industrial and Civic Division Commissioner (November 3, 2020, to November 1, 2021), as follows:

Economic Development Authority Board

### **BACKGROUND INFORMATION**

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

**Background:** Alabama General Law, Baldwin County Local Law or other governing instrument requires the Chairman of the Baldwin County Commission to serve on various boards, as the Commission's representative, while serving as Chairman.

Furthermore, Commissioners serve on various boards due to a variety of requirements or preferences.

This agenda item accomplishes numerous Chairman or Commissioner appointments to various

boards.

**REQUIREMENTS FOR EACH BOARD (SUMMARIZED):**

**Baldwin County Department of Archives and History Advisory Board**

Appointment requirement: Chairman of Baldwin County Commission or designee of Baldwin County Commission

**Baldwin County Pretrial Release and Community Corrections Board**

Appointment requirement: Chairman of Baldwin County Commission (must rotate annually)

**Historic Blakeley Authority**

Appointment requirement: Chairman of Baldwin County Commission or Commissioner chosen by Baldwin County Commission

**South Alabama Rural Planning Organization**

Appointment requirement: Baldwin County Commission designates the Chairman of the Baldwin County Commission to the Policy Committee of the RPO for service during the respective term of office for each Chairman of the Baldwin County Commission. Any member of the Policy Committee, as designated by the Baldwin County Commission, must be a Baldwin County Commissioner.

**Economic Development Authority Board**

Appointment requirement: Appointed by Baldwin County Commission, Two (2) members who are Baldwin County Commissioners. Term of One (1) member is Three (3) years, Term of One (1) member is One (1) year. In the past, the Industrial and Civic Division Commissioner is appointed annually to this board. The second position has been VACANT since 2005, as no appointments have been made to replace the place seat of the late Commissioner Mary Frances Stewart.

**FINANCIAL IMPACT**

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

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

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

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Send Correspondence to the boards/organizations:

Baldwin County Department of Archives and History  
Felisha Anderson, Archives Director  
fanderson@baldwincountyal.gov

Baldwin County Pretrial Release and Community Corrections Board  
Sgt. Jessica Wilson  
112 E 3<sup>rd</sup> Street  
Bay Minette, Alabama 36507

Historic Blakeley Authority  
Mr. Mike Bunn  
P. O. Box 7279  
Spanish Fort, Alabama 36577

South Alabama Rural Planning Organization  
Mr. Tom Piper, Senior Transportation Planner  
South Alabama Regional Planning Commission  
P. O. Box 1665  
Mobile, Alabama 36633

Economic Development Authority Board  
Mr. Lee Lawson, President & CEO  
P. O. Box 2243  
Fairhope, AL 36533

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

# BALDWIN COUNTY DEPARTMENT OF ARCHIVES AND HISTORY

## ADVISORY BOARD

### General Board Information:

Statutory authority - Act No. 98-579, as amended by Act No. 2000-275 (specifically Section 7)

Board composed of:

- (1) Chairman of Baldwin County Commission or designee of Baldwin County Commission
- (2) Presiding Circuit Judge of 28th Judicial Circuit or designee of Presiding Circuit Judge
- (3) Judge of Probate of Baldwin County or designee of Judge of Probate
- (4) Revenue Commissioner of Baldwin County or designee of Revenue Commissioner
- (5) Sheriff of Baldwin County or designee of Sheriff
- (6) Circuit Clerk of 28th Judicial Circuit or designee of Circuit Clerk
- (7) Citizen designated by Baldwin County Historical Society
- (8) Citizen designated by Baldwin County Genealogical Society

### Historical Board Subject Information:

(Prior to the adoption of Act No. 98-579, as amended by Act No. 2000-275)

#### **I.**

The Baldwin County Commission established a "Records Management Board" to determine policies and procedures regarding the county's records.

The former "Records Management Board" never met and the Baldwin County Commission never established terms of office for the three citizens appointed, by the Baldwin County Commission, to this Board.

The "Records Management Board" was abolished by the Baldwin County Commission during their July 17, 1997, regular meeting.

#### **II.**

During the same July 17, 1997, regular meeting, the Baldwin County Commission abolished the former "Records Management Board" the Baldwin County Commission established, pursuant to the request of the Judge of Probate, a "County Archives Study Committee" to study the feasibility of creating a County Archives.

The "County Archives Study Committee" was tasked to determine if local (state) legislation was required to create such a County Archives.

The Alabama Legislature, by Local Act, adopted Act No. 98-579, as amended by Act No. 2000-275 which created the "Baldwin County Department of Archives and History."

The Baldwin County Commission never established terms of office for the five citizens appointed, by the Baldwin County Commission, to this Committee.

The "County Archives Study Committee" is inactive and not abolished.

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Billie Jo Underwood Baldwin County Commission 312 Courthouse Square Bay Minette, AL 36507	Appointed 11/05/2019 to replace previous Chairman Charles F. Gruber	Term as Chairman	11/2/2020

**REVISED: 11/05/2019 met**



# BALDWIN COUNTY PRETRIAL RELEASE AND COMMUNITY CORRECTIONS BOARD

## General Board Information:

Statutory authority - Act No. 2005-135

Implementation instrument - *Resolution #2007-124 of the Baldwin County Commission* (July 19, 2007, regular meeting)  
[The Baldwin County Commission implemented Act No. 2005-137 through the adoption of *Resolution #2007-124 of the Baldwin County Commission* during the July 19, 2007, regular meeting]

## Composition of Board:

Section 3 (3) of Act No. 2005-135 provides for the following officers or their delegated representatives:

- [1] Presiding Circuit Court Judge
- [2] Chairman of the Baldwin County Commission
- [3] Sheriff
- [4] District Attorney
- [5] Circuit Clerk

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Billie Jo Underwood Baldwin County Commission 312 Courthouse Square Bay Minette, AL 36507	Appointed 11/05/2019 to replace previous Chairman Charles F. Gruber	Term as Chairman	11/2/2020

**REVISED: 11/05/2019 met**

# HISTORIC BLAKELEY AUTHORITY

Post Office Box 7279  
Spanish Fort, Alabama 36577-7279  
Ms. Jo Ann Flirt, Director

## General Board Information:

Board is composed of twenty-one (21) members

One (1) member shall be Chairman of Baldwin County Commission or Commissioner chosen by Baldwin County Commission  
Term of Chairman of Baldwin County Commission or chosen Commissioner is for their term of office  
Board operate & maintains Historic Blakeley State Park in Baldwin County, Alabama  
Statutory Authority - §41-10-171, Code of Alabama 1975

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Billie Jo Underwood Baldwin County Commission 312 Courthouse Square Bay Minette, AL 36507	Appointed 11/05/2019 to replace previous Chairman Charles F. Gruber	Term as Chairman	11/2/2020

The Commission is not responsible for appointing the other members of the Historic Blakeley Authority.

**REVISED: 11/05/2019 met**

# SOUTH ALABAMA RURAL PLANNING ORGANIZATION (RPO)

Contact: Tom Piper, Senior Transportation Planner  
South Alabama Regional Planning Commission  
P.O. Box 1665  
Mobile, Alabama 36633  
(251) 433-6541

## General Board Information:

RPO seeks to establish a transportation planning process in the rural areas of South Alabama comprising the areas of Mobile County (AL), Baldwin County (AL) and Escambia County (AL), which are not included in the Mobile County Metropolitan Planning Organization (MPO) Study Area.

Member Governments in the RPO are: Baldwin County Commission, Escambia County Commission, Mobile County Commission, City of Gulf Shores, City of Orange Beach, City of Bay Minette, City of Daphne, City of Fairhope, City of Foley, City of Robertsdale, Town of Silverhill, Town of Magnolia Springs, City of Spanish Fort, Town of Summerdale, Town of Elberta, Town of Loxley, City of Brewton, City of East Brewton, Town of Flomaton, City of Atmore, Town of Riverview, Town of Pollard, Town of Dauphin Island, Town of Mount Vernon, City of Citronelle, Poarch Band of Creek Indians, MOWA Baldwin of Choctaw Indians and the Alabama Department of Transportation.

## Policy Committee

Baldwin County Commission designates the Chairman of the Baldwin County Commission to the 'Policy Committee' of the RPO for service during the respective term of office for each Chairman of the Baldwin County Commission. Any member of the "Policy Committee," as designated by the Baldwin County Commission, must be a Baldwin County Commissioner.

## Technical / Citizens Advisory Committee

Baldwin County Commission designates the Baldwin County Planning Director, Baldwin County Engineer and Baldwin County Rural Area Transportation Director to the 'Technical / Citizens Advisory Committee' of the RPO for their respective service during each person's tenure in such position.

Baldwin County Commission appoints one (1) citizen to the 'Technical / Citizens Advisory Committee' to a two (2) year term. The Baldwin County Commission can appoint any combination of staff or citizens and place the length of terms for each as they deem appropriate or change the combination thereof.

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Billie Jo Underwood 312 Courthouse Square, Suite 12 Bay Minette, AL 36507  <b>Member of the Policy Committee</b>	Appointed 11/05/2019 to replace previous Chairman Charles F. Gruber	*	11/02/2020
Vince Jackson Baldwin County Planning Director  <b>Member of the Technical/Citizens Advisory Committee</b>	11/15/2011	**	**
Joey Nunnally Baldwin County Engineer  <b>Member of the Technical/Citizens Advisory Committee</b>	Appointed 11/07/2017 to replace previous County Engineer Cal Markert	**	**

## SOUTH ALABAMA RURAL PLANNING ORGANIZATION (RPO) – Cont.

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Taylor Rider Baldwin Regional Area Transit System Director  <b>Member of the Technical/Citizens  Advisory Committee</b>	05/01/2007	**	**
Stan Virden P. O. Box 475 Gulf Shores, AL 36547  <b>Member of the Technical/Citizens  Advisory Committee</b>	Reappointed 11/15/2011 term continuing from 05/01/2011	2 years	05/01/2013

\* Term continues for the respective terms of office for each Chairman of the Baldwin County Commission. *(Typically, term as Chairman expires the first Tuesday in November except in an election year, when the new Commission meets officially for the first time on the Tuesday, following election, i.e. the second Tuesday.)*

\*\* Term continues for the respective period of service, to the Baldwin County Commission, as Director or Engineer.

**\*REVISED: 11/05/2019 met**

# ECONOMIC DEVELOPMENT AUTHORITY BOARD

## General Board Information:

Appointed by Baldwin County Commission  
Two (2) members who are Baldwin County Commissioners  
Term of One (1) member is Three (3) years  
Term of One (1) member is One (1) year  
Created by Baldwin County Commission on November 2, 1993  
Board serves as “vehicle” through which such members obtain appointment, as Commission representatives,  
to Board of Directors of the Baldwin County Economic Development Alliance, Inc.

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
James E. Ball, Commissioner 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	Appointed 11/05/2019 to replace previous Industrial and Civic Division Commissioner Joe Davis, III  (This appointment also serves as an Honorary Member of the Baldwin County Economic Development Alliance, Inc.)	Term of Office as Industrial and Civic Division Commissioner	11/02/2020
<b>VACANT POSITION</b> As a result of the BCC not appointing anyone during the 02/15/2005 BCC meeting to replace former Commissioner Mary Frances Stewart	Appointed 11/19/2002 to replace Commissioner Frank Burt, Jr. with said term to become effective on 12/31/2002	1 year	12/31/2003

\*This board was initially established 11/02/93. The initial board will be set up as follows: Each of the six Chambers of Commerce will select three persons, with one person serving three years, one serving two years, and one serving one year. The County Commission will select two members to serve, one for three years and one for one year. The Mayors of incorporated municipalities will select a representative to serve for two years. The Chamber of Commerce Executives will, as a group, select two from among the Chamber Executives to serve, one for three years and one for one year. After any individual has served two consecutive terms for a period not more than six years, that person must retire from the Authority for at least one year. After the initial appointments, future replacements will serve for three year terms. Three others not represented by the geographic areas of Baldwin County of these four officers will be selected to complete the group known as the Executive Committee. The purpose for this is to have a seven person Executive Committee, representative of all of Baldwin County. This Authority would be responsible for negotiating a final contract with the County and setting goals and objectives. In addition, the Authority would be responsible for establishing policies, budget decisions and managing the staff, as well as hiring and dismissal of the Executive Director who is responsible for managing the staff.

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\*\* According to David Brewer, Economic Development Alliance changed their by-laws wherein one of the members are non-voting. Because the Commission has recently been downsized from 7 to 4 members and because we aren't sure how many Commissioners there will be for the November 2006 election, Commissioner Burt is appointed just until Nov. 8, 2005, in essence, finishing out the term of former Commissioner Perdue. – 02/21/05, lgr.

**\*REVISED: 11/05/2019 met**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0112, **Version:** 1

**Item #:** BE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

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

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

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### **ITEM TITLE**

Competitive Bid #WG18-42 - Provision of Fire Protection Services (Extinguishers) for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Extend Competitive Bid #WG18-42 - Provision of Fire Protection Services (Extinguishers) for the Baldwin County Commission to **Southern Fire & Safety, Inc.**, for an additional twelve (12) months at the same prices and terms stated in the original bid award on November 20, 2018. The new extension will expire on November 20, 2021.

### **BACKGROUND INFORMATION**

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

10/02/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Fire Protection Services (Extinguishers); 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

11/20/2018 meeting: Awarded the bid to the lowest bidder, Southern Fire & Safety, Inc., for the Provision of Fire Protection Services (Extinguishers) as per the attached Award Listing.

**Background:** The Building Maintenance Department has requested that the Commission extend the bid for the Provision of Fire Protection Services (Extinguishers) with Southern Fire & Safety, Inc., that was awarded on November 20, 2018, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for one (1) additional twelve (12) month period by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, Southern Fire & Safety, Inc., has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The proposed extension will expire on November 20, 2021. Award listing is attached for review.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Estimated \$20,000.00 per year

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 11/3/2020

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

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

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

## Loren Lucas

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**From:** Danny Varden <dsv.southernfire@gmail.com>  
**Sent:** Thursday, October 15, 2020 3:00 PM  
**To:** Loren Lucas  
**Subject:** Re: Competitive Bid #WG18-42 - Provision of Fire Protection Services (Extinguishers)  
**Attachments:** image001.jpg

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Yes we Agree  
Danny Varden  
President

On Thu, Oct 15, 2020, 2:41 PM Loren Lucas <[Loren.Lucas@baldwincountyal.gov](mailto:Loren.Lucas@baldwincountyal.gov)> wrote:

Mr. Varden,

Bid #WG18-42 – Provision of Fire Protection Services (Extinguishers) will expire on November 20, 2020. The bid specifications included an option to renew the bid for an additional twelve (12) months, if the vendor agrees, at the same prices and terms as the original bid award. I have attached a copy of the Award Listing for your review.

Please let me know if Southern Fire & Safety, Inc. agrees to an additional twelve (12) month extension of the above referenced bid at the same prices and terms of the original bid award dated November 20, 2018.

Best regards,

*Loren B. Lucas*

*Assistant Purchasing Director*

*Baldwin County Commission*

*(251) 580-2567*



**Competitive Bid #WG18-42 Award Listing****Fire Extinguisher Service**

Effective Date: 11/20/2018 through 11/20/2020

<b>Inspection Site</b>	<b>Southern Fire &amp; Safety Inc.</b>
<b>Cost Per Visit</b>	
Baldwin County Courthouse	\$45.00
Baldwin County Administration Bldg	\$45.00
Baldwin County Annex Building	\$45.00
Baldwin County Annex II Building	\$45.00
Baldwin County Annex III Building	\$45.00
Baldwin County Annex IV Building	\$45.00
Baldwin County Annex V Building	\$45.00
Baldwin County Board of Education (2 bldgs)	\$45.00
Baldwin County Sheriff Office Bldg	\$45.00
Baldwin County Correctional Center - Monthly	\$150.00
Baldwin County Sheriff's Maintenance Shop	\$45.00
Baldwin County Sheriff's Garage	\$45.00
Baldwin County Annex VI Building	\$45.00
Probate Office Building	\$45.00
Baldwin County Archives Building	\$45.00
Symbol Health Clinic Building	\$45.00
Byrne Street Building	\$45.00
Council on Aging North	\$45.00
Building Maintenance Bldg.	\$45.00
Bay Minette Hwy Dept.	\$45.00
Juvenile Detention Center	\$45.00
Baldwin Co. Transfer Station	\$45.00
Mill Creek (Sheriff's) Training Facility	\$45.00
Baldwin County Level II Shelter	\$45.00
Baldwin County District Attorney's Office	\$45.00
BRATS Annex Bldg.	\$45.00
Baldwin County Legislative Delegation Bldg.	\$45.00
Baldwin County Sheriff's Support Services	\$45.00
Baldwin County Community Corrections	\$45.00
Bicentennial Park (All Buildings)	\$45.00
Baldwin County Megasite Pavillion	\$45.00
Voting Machine Building (behind BM Hwy)	\$45.00
Ellisville Community Center (Loxley)	\$45.00
McBride C & D Landfill	\$45.00
BRATS - Robertsedale	\$45.00
Robertsedale Sheriff's Office	\$45.00
Emergency Mgmt (Rdale - 2 Bldgs)	\$45.00
Robertsedale Central Annex	\$45.00
Robertsedale Central Annex II	\$45.00
Coroner's Office	\$45.00
Robertsedale Sheriff Storage Facility	\$45.00
Robertsedale Sheriff's Garage	\$45.00
Robertsedale Ft. Jones,	\$45.00
Health Department (Gilbert Drive)	\$45.00
Robertsedale Coliseum & Fairgrounds	\$45.00
Sheriff metal Storage Building	\$45.00
Symbol Health Clinic Building	\$45.00
Eastfork Inert Landfill	\$45.00
Fairhope Courthouse	\$45.00
Court Referral Office - 20555 Bishop Road	\$45.00
Fairhope BRATS HUB 20531 Bishop Rd	\$45.00
Fairhope BRATS Hub 918 Fairhope Ave.	\$45.00
Silverhill Hwy Dept. (All Bldgs)	\$45.00
Silverhill Hwy Construction Bldg	\$45.00
Magnolia Landfill (All Buildings)	\$45.00
Animal Shelter	\$45.00
Foley Courthouse	\$45.00
Foley Maintenance Shop North Juniper St.	\$45.00

**Competitive Bid #WG18-42 Award Listing****Fire Extinguisher Service**

Effective Date: 11/20/2018 through 11/20/2020

<b>Inspection Site</b>	<b>Southern Fire &amp; Safety Inc.</b>
<b>Cost Per Visit</b>	
Foley Building Maintenance Building 201 Section S	\$45.00
Foley Highway (New Site)	\$45.00
<b>TOTAL</b>	<b>\$2,805.00</b>
<b>Portable Fire Extinguishers Wheeled Units</b>	
<b>Inspection Cost Per Year</b>	
2.5 lb ABC	\$3.50
2.5 lb ABC 6-Yr	\$12.00
5 lb ABC	\$3.50
5 lb ABC 6-yr	\$24.00
10 lb ABC	\$3.50
10 lb ABC - 6yr	\$34.00
20 lb ABC	\$3.50
20lb 6 yr	\$42.00
K Type	\$3.50
<b>Cost P/Charge Extinguisher Units:</b>	
2.5 lb ABC	\$12.00
2.5 lb ABC 6-Yr	\$12.00
5 lb ABC	\$24.00
5 lb ABC 6-yr	\$24.00
10 lb ABC	\$34.00
10 lb ABC - 6yr	\$34.00
20 lb ABC	\$42.00
20lb 6 yr	\$42.00
K Type	\$69.00
2.5 lb. BC	\$14.00
5 lb BC	\$14.00
5 lb Co2	\$12.00
10 lb BC	\$35.00
20 lb BC	\$52.00
10 lb Co2	\$14.00
15 lb Co2	\$15.00
20 lb Co2	\$16.00
50 lb Co2	\$28.00
50lb ABC	\$135.00
150 lb ABC	\$350.00
2.5 gallon K	\$150.00
6 liter K Class	\$69.00
50lb Wheel Unit	\$160.00
150 lb Wheel Unit	\$370.00
11 lb Halotron	\$345.00
<b>Cost of Purchasing New Units:</b>	
2.5 lb ABC w/ Vehicle Bracket	\$28.50
5 lb ABC w/Wall Hanger	\$39.00
10 lb ABC w/Wall Hanger	\$63.00
20 lb ABC w/Wall Hanger	\$115.00
50 lb ABC Wheel Unit	\$1,100.00
125 lb ABC Wheel Unit	\$1,600.00
150 lb BC Wheel Unit	\$2,400.00
5 lb Co2 w/Wall Hanger	\$132.00
10 lb Co2 w/Wall Hanger	\$172.00
15 lb Co2 w/Wall Hanger	\$215.00
20 lb Co2 w/Wall Hanger	\$268.00

**Competitive Bid #WG18-42 Award Listing****Fire Extinguisher Service**

Effective Date: 11/20/2018 through 11/20/2020

Inspection Site	Southern Fire & Safety Inc.
<b>Cost Per Visit</b>	
50 lb Co2 Wheel Unit	\$1,425.00
100 lb Co @ Wheel Unit	\$2,330.00
2.5 lb Halotron w/Vehicle Bracket	\$98.50
5 lb Halotron w/ Wall Hanger	\$158.00
11 lb Halotron w/Wall Hanger	\$320.00
15.5 Halotran w/Wall Hanger	\$405.00
6 liter K-Class w/Wall Hanger	\$159.00
2.5 gal K-Class w/Wall Hanger	\$182.00
2.5 Gallon Water	\$108.00
4.75 Clean Guard	\$210.00
9lb Clean Guard	\$408.00
13lb Clean Guard	\$679.00

**NOTES:****Southern Fire & Safety:**

States it would be \$3.50 charge per extinguisher or the amount listed o  
Corrections center has approximately 120 fire extinguisher so the mont

**Danny Varden**

Sales Manager

251-679-0864



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0102, **Version:** 1

**Item #:** BE2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director

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

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### **ITEM TITLE**

Competitive Bid #WG18-44 - On-call Fiber Optic Installation and Repair Services for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Extend the Contract for Competitive Bid #WG18-44 - On-Call Fiber Optic Installation and Repair Services with B & L Cable Construction, LLC, for an additional twelve (12) months at the same prices and terms stated in the bid specifications as awarded on November 20, 2018. The Contract extension will expire on November 20, 2021.

### **BACKGROUND INFORMATION**

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

10/02/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for On-call Fiber Optic Installation and Repair Services; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

11/20/2018 meeting: Awarded Bid # WG18-44 - On-call Fiber Optic Installation and Repair Services to the lowest bidder, B & L Cable Construction, LLC, as per the attached Award Listing and authorized the Chairman to execute the Contract. (Contract effective upon the same date as full execution for twelve (12) months with an option to issue two (2) twelve (12) month renewals).

11/05/2019 meeting: Extended the Contract for Competitive Bid #WG18-44 - On-Call Fiber Optic Installation and Repair Services with B & L Cable Construction, LLC, for an additional twelve (12) months at the same prices and terms stated in the bid specifications as awarded on November 20, 2018. The Contract extension will expire on November 20, 2020.

**Background:** The Communications & Information Systems (CIS) Department has requested that the Commission extend the contract for On-call Fiber Optic Installation and Repair Services with B & L Cable Construction, LLC, that was awarded on November 20, 2018 for an additional twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2)

additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, B & L Cable Construction, LLC, has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The proposed Contract extension will expire on November 20, 2021. Award Listing and Contract are attached for review.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Variable

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 11/03/2020

**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 Vendor

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

**From:** [Greg Rabren](#)  
**To:** [Loren Lucas](#)  
**Subject:** Re: Bid #WG18-44 - On-Call Fiber Optic Installation & Repair Services  
**Date:** Tuesday, October 20, 2020 1:32:09 PM

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This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

We will accept the 12 month extension.

Greg Rabren  
B&L Cable Construction  
334-303-9849

On Oct 20, 2020, at 1:25 PM, Loren Lucas <[Loren.Lucas@baldwincountyal.gov](mailto:Loren.Lucas@baldwincountyal.gov)> wrote:

Mr. Rabren,

The previous twelve (12) month extension of Competitive Bid #WG18-44 – On-Call Fiber Optic Installation & Repair Services for the Baldwin County Commission will expire on November 20, 2020. The bid specifications included an option to renew the bid for two (2) additional twelve (12) month periods, if the vendor agrees, at the same prices and terms as the original bid award. I have attached a copy of the Award Listing for your review.

Please let me know if B & L Cable Construction, LLC agrees to a second twelve (12) month extension at the same prices and terms of the original bid award dated November 20, 2018.

Best regards,

*Loren B. Lucas*  
*Assistant Purchasing Director*  
*Baldwin County Commission*  
*(251) 580-2567*  
<image001.jpg>

<WG18-44 Award Listing.pdf>

**Competitive Bid #WG18-44 - Award Listing****On-Call Fiber Optic Network Installation & Repair Services**

BIDDER:		B & I Cable Construction, LLC								
Item #	Item	Unit	Alternate	Unit Price						
1	Fusion Splice	Each		\$33.00						
2	Hand Termination	Each		\$46.00						
3	Power Meter Testing	Each		\$18.00						
4	OTDR Testing	Each		\$10.00						
Hourly cost for repair or new intallation work										
Item	Fiber Splicer	Unit Price	Unit	Installation Crew Ur	Unit	Bore Crew Unit P Unit	Plow/Backhoe Crew Ur	Unit	Sum	
Weekdays M-F		\$90.00	hr		\$120.00	hr		\$190.00	hr	\$560.00
Evening		\$120.00	hr		\$160.00	hr		\$250.00	hr	\$730.00
Weekends		\$120.00	hr		\$160.00	hr		\$250.00	hr	\$730.00
Holidays		\$160.00	hr		\$190.00	hr		\$310.00	hr	\$940.00
Evenings begin at:	5:00PM									
Weekends Begin at:	Friday 5:00PM									
Holidays:			8							
New Years Eve										
New Years Day										
Memorial Day										
Independence Day										
Labor Day										
Thanksgiving Day										
Christmas Eve										
Christmas										
Material-Cost Plus Rate:			15%							

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 B & L Cable Construction, LLC, (hereinafter referred to as "PROVIDER").

### **WITNESSETH:**

**Whereas**, at its regular held meeting on Tuesday, October 2, 2018, the Commission authorized staff to place a competitive bid for On-Call Fiber Optic Installation and Repair Services for the Baldwin County Commission; and

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

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

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

- A. COUNTY:           Baldwin County, Alabama
- B. COMMISSION:     Baldwin County Commission
- C. PROVIDER:        B & L Cable Construction, LLC

**II. Obligations Generally.** 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. Recitals Included.** The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

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

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY

and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

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

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: B & L Cable Construction, LLC  
11446 Brooklyn Road  
Andalusia, AL 36421  
ATTN: Greg Rabren

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

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **"Competitive Bid #WG18-44"**, 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 #WG18-44 named, On-Call Fiber Optic Network-Installation and Repair Services for the Baldwin County Commission".**

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

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

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

**XVII. General Responsibilities of the COUNTY.**

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

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

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

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be as per "**ATTACHMENT A**". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

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

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

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

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The 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: Surety:** As a material inducement for the County to enter this Agreement, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the 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) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

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

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

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

COUNTY

ATTEST:

Charles F. Gruber 12/18/18  
CHARLES F. GRUBER, Chairman /Date

Ron Cink 12/18/18  
RON CINK /Date  
County Administrator/Budget Director

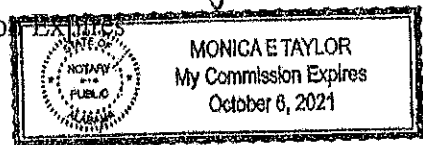
State of Alabama )

County of Baldwin )

I, Monica E. Taylor a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Ron Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the 18th day of December 2018.

Monica E. Taylor  
Notary Public  
My Commission Expires



**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

B & L Cable Construction, LLC

[Signature] / 12-11-18  
By Greg Rabren /Date  
Its Managing Member

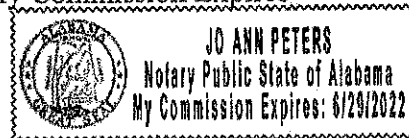
State of Alabama)

County of ~~Baldwin~~ Covington

I, Jo Ann Peters, Notary Public in and for said County and State, hereby certify that Greg Rabren as Mgr Member of B & L Cable Construction, LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said B & L Cable Construction, LLC.

GIVEN under my hand and seal on this the 11 day of Dec, 2018.

[Signature]  
Notary Public  
My Commission Expires





**"ATTACHMENT A"**

**BID #WG18-44 RESPONSE FORM**

## On-Call Fiber Optic Network Installation & Repair Services

1 of 3

Date: October 18, 2018

Out of State Yes or X No If yes, Registration Number

Alabama Contractors License No. 39-123

Company Name: BEL Cable Construction, LLC

Address: 11446 Brooklyn Rd.  
Andalusia, AL 36421

Company Rep Graig Robren

(Rep. Name Typed or Printed)

Position: Owner - managing member

Phone: 334-427-0888 or 334-303-9849

Fax: 834-427-8318

Financing through another agency beside yourself        or   X    
Yes No

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

Financing Agency Authorized Signature

**BID #WG18-44 RESPONSE FORM**

On-Call Fiber Optic Network Installation &amp; Repair Services

3 of 3

**Bid Prices**

Item #	Item	Unit	Unit Price
001	Fusion Splice	Each	\$ 33.00
002	Hand Termination	Each	\$ 46.00
003	Power Meter Testing	Each	\$ 18.00
004	OTDR Testing	Each	\$ 10.00

Hourly cost for repair or new installation work: See Attached Exhibit FWeekdays M-F \$Exhibit F hr.Evenings \$Exhibit F hr. Evenings begin at: 5:00 PMWeekends \$Exhibit F hr. Weekends begin at: Friday 5:00 PMHolidays \$Exhibit F hr.

List Holidays

New Years Eve, New Years Day, Memorial Day, Independence Day  
Labor Day, Thanksgiving, Christmas Eve, Christmas Day

Materials - Cost Plus Rate: 15%

## Exhibit F

### *Hourly Cost for Repair or New Installation Work:*

	Fiber Splicer	Installation Crew	Bore Crew	Plow/Backhoe Crew
Weekdays M-F	\$ 90.00	\$ 120.00	\$ 190.00	\$ 160.00
Evenings *	\$ 120.00	\$ 160.00	\$ 250.00	\$ 200.00
Weekends **	\$ 120.00	\$ 160.00	\$ 250.00	\$ 200.00
Holidays ***	\$ 160.00	\$ 190.00	\$ 310.00	\$ 280.00

\* Evenings begin at 5:00 PM

\*\*Weekends begin at Friday 5:00 PM

\*\*\* Holidays are New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0100, **Version:** 1

**Item #:** BE3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

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

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

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### **ITEM TITLE**

Competitive Bid #WG20-01 - Provision of Guardrail Installation and Repair on County Right-of-Ways for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Extend Competitive Bid WG20-01 - Provision of Guardrail Installation and Repair on County Right-of-Ways for the Baldwin County Commission to **C & H Construction Services, LLC**, for an additional twelve (12) months at the same prices and terms stated in the original bid award on November 19, 2019. The new contract term will expire on November 19, 2021.

### **BACKGROUND INFORMATION**

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

10/15/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Guardrail Installation and Repair on County Right-of-Ways for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

11/19/2019 meeting: Awarded the bid for the Provision of Guardrail Installation and Repair on County Right-of-Ways to the lowest bidder, C & H Construction Services, LLC, as per the attached Award Listing and authorized the Chairman to execute the Contract.

**Background:** The Highway Department has requested that the Commission extend the contract for the Provision of Guardrail Installation and Repair on County Right-of-Ways with C & H Construction Services, LLC, that was awarded on November 19, 2019, for an additional twelve (12) months. The bid specifications contained a stipulation that the bid award could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extension will be at the same prices, terms, and conditions stated in the bid. The current bid award will expire on November 19, 2020. The vendor, C & H Construction Services, LLC, has submitted an email agreeing to extend the bid prices for an additional twelve (12) months.

The new contract term will expire on November 19, 2021. The Award Listing and Contract are attached for review.

**FINANCIAL IMPACT**

**Total cost of recommendation:** Variable

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 11/03/2020

**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 vendor

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

## Loren Lucas

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**From:** Roman Clayton <romanclayton@candhconst.com>  
**Sent:** Monday, October 12, 2020 1:32 PM  
**To:** Loren Lucas  
**Cc:** Pepper Huff; Brandon Donoghue; Richard Whitworth  
**Subject:** RE: Bid #WG20-01 - Provision of Guardrail Installation & Repair

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Mrs. Lucas,

C&H Construction Services, LLC agrees to honor the same pricing on BID #WG20-01 Provisions of Guardrail Installation and Repair on County Right-of-Ways for an additional 12 Months, beginning November 19, 2020.

Thank You!

Roman Clayton  
C&H Construction Services LLC/ T-Zone Technologies  
251-402-0650  
www.candhconstructionservices.com

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**From:** Loren Lucas <Loren.Lucas@baldwincountyal.gov>  
**Sent:** Monday, October 12, 2020 11:18 AM  
**To:** Roman Clayton <romanclayton@candhconst.com>  
**Subject:** Bid #WG20-01 - Provision of Guardrail Installation & Repair

Mr. Clayton,

Bid #WG20-01 – Provision of Guardrail Installation & Repair on County Right-of-Ways for the Baldwin County Commission will expire on November 19, 2020. The bid specifications included an option to renew the bid for an additional twelve (12) months, if the vendor agrees, at the same prices and terms as the original bid award. I have attached a copy of the Award Listing for your review.

Please let me know if C & H Construction Services, LLC agrees to a twelve (12) month extension at the same prices and terms of the original bid award dated November 19, 2019.

Best regards,

*Loren B. Lucas*  
*Assistant Purchasing Director*  
*Baldwin County Commission*  
*(251) 580-2567*

## COMPETITIVE BID #WG20-01 Award Listing

Provision of Guardrail Installation & Repair

Effective November 19, 2019 through November 19, 2020

**BIDDER: C & H Construction Services, LLC**

Delivered FOB Baldwin County

Steel Railing, W-Beam, Galvanized (6' post, Complete in place)	\$30.00	L.F.
Steel Railing, W-Beam, Galvanized (8' post, Complete in place)	\$40.00	L.F.
Steel Railing (Radius) W-Beam, Convex, Galvanized (6' post, Complete in place)	\$28.00	L.F.
Steel Railing (Radius) W-Beam, Convex, Galvanized (8' post, Complete in place)	\$30.00	L.F.
End Anchor, Type 8 (MASH Complete in place)	\$650.00	Each
End Anchor, Type 13 (Complete in place)	\$1,300.00	Each
End Anchor, Type 20 (MSKT, MASH, Complete in place)	\$3,200.00	Each
Hourly Labor Rate	\$700.00	/Hour

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 **C & H Construction Services, LLC**, (hereinafter referred to as "PROVIDER").

### **WITNESSETH:**

**Whereas**, at its regular meeting on Tuesday, October 15, 2019, the COUNTY authorized staff to solicit bids for the Provision of Guardrail Installation and Repair on County Right-of Ways; and

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

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

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

- A. COUNTY:           Baldwin County, Alabama
- B. COMMISSION:    Baldwin County Commission
- C. PROVIDER:       C & H Construction Services, LLC

**II. Obligations Generally.** 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. Recitals Included.** The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

**IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the 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. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations, including but not limited to Title 43 CFR Sec. 12.76 paragraphs (b) through (i); Sec.12.700 through 12.830; Sec. 17 Subpart A, B, C; Sec. 18 and Sec. 43. For more information about the Federal Regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

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

**XV. Notice.** Notice required herein shall be in writing, unless

otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: C & H Construction Services, LLC  
9408 Bellingrath Road  
Theodore, AL 36582  
ATTN: Brandon Donoghue

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

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG20-01”**, 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 #WG20-01 named, Provision of Guardrail Installation & 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. Termination of Services.** 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. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

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

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

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

**XXII. Effective and Termination Dates.** This Contract shall be effective 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

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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.

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

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(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this

provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

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

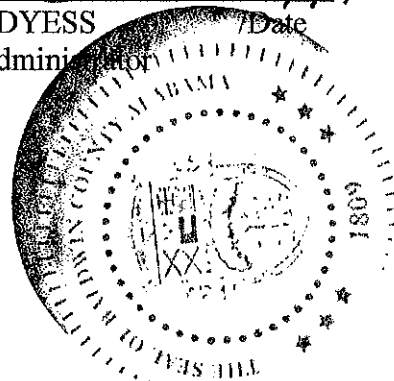
COUNTY

Billie Jo Underwood  
BILLIE JO UNDERWOOD, Chairman /Date

ATTEST

Wayne Dyess  
WAYNE DYESS  
County Administrator

12/3/19  
Date



State of Alabama )

County of Baldwin )

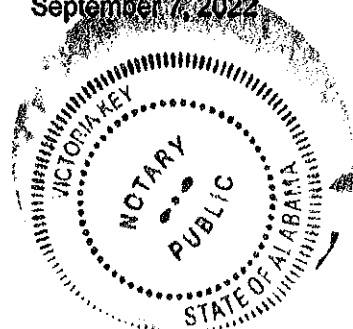
I, Victoria Key, a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents 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 3rd day of December 2019.

Victoria Key  
Notary Public  
My Commission Expires

My Commission Expires:  
September 7, 2022

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**



PROVIDER:

**C & H Construction Services, LLC**

By William H. Huff, Sr. /Date 11/22/2019  
Its Member

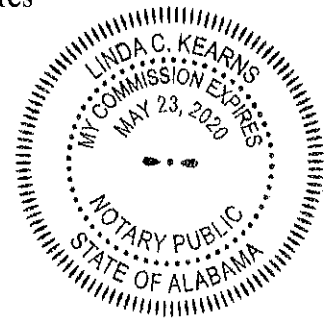
State of Alabama)

County of Mobile )

I, Linda Kearns, Notary Public in and for said County and State, hereby certify that William H. Huff, Jr. as Member of C & H Construction Services, LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said C & H Construction Services, LLC.

GIVEN under my hand and seal on this the 22<sup>nd</sup> day of Nov., 2019.

Linda C. Kearns  
Notary Public  
My Commission Expires





**BID #WG20-01 RESPONSE FORM**

## Provision of Guardrail Installation & Repair

Page 1 of 2

Date: 10/31/19

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

Company Name: C & H Construction Services, LLC.

Address: 9408 Bellingrath Road  
Theodore, AL 36582

Company Rep. Brandon Donoghue

(Rep. Name Typed or Printed)

Position: Estimator

Phone: 251-973-9500

Fax: 251-973-9600

Email: brandon@pcandhconst.com

**BID #WG20-01 RESPONSE FORM**

Provision of Guardrail Installation & Repair

Page 2 of 2

**DELIVERED F.O.B. BALDWIN COUNTY**

Steel Railing, W-Beam, Galvanized (6' post, Complete in place)	\$ <u>30</u> L.F.
Steel Railing, W-Beam, Galvanized (8' post, complete in place)	\$ <u>40</u> L.F.
Steel Railing (Radius) W-Beam, Convex, Galvanized (6' post, Complete in place)	\$ <u>28</u> L.F.
Steel Railing (Radius) W-Beam, Convex, Galvanized (8' post, Complete in place)	\$ <u>30</u> L.F.
End Anchor, Type 8 (MASH Complete in place)	\$ <u>650</u> Each
End Anchor, Type 13 (Complete in place)	\$ <u>1,300</u> Each
End Anchor, Type 20 (MSKT, MASH, Complete in place)	\$ <u>3,200</u> Each
Hourly Labor Rate	\$ <u>700</u> /Hour



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0097, **Version:** 1

**Item #:** BE4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director

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

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### **ITEM TITLE**

Competitive Bid #WG21-03 - Provision of Microcomputer Systems and Peripheral Equipment for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications for the Provision of Microcomputer Systems and Peripheral Equipment and authorize the Purchasing Director to place a competitive bid; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

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

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 11/03/2020

**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 #WG21-03 SPECIFICATIONS**

The purpose of this Invitation to Bid (ITB) is to establish a contract to be used by County to purchase microcomputer systems and peripheral equipment. The equipment sought to be purchased must be compatible with equipment currently operated by the Baldwin County Commission.

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

If an "or equal" item is bid, it will be Bidder's responsibility to prove that "or equal" item is in fact equal. The specifications listed highlight important features, but do not constitute full specifications used to determine "or equal" acceptance.

Since Baldwin County personnel are trained in the installation and operation of items listed, if the bid is awarded on items that are those listed "or equal", then the successful bidder may be required to train Baldwin County personnel on proper installation, configuration and operation of equipment at no cost to the County. All training must be administered by certified trainers recognized by the equipment's manufacturer as such.

### **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.

### **CONTRACT PERIOD**

A twelve (12) month contract, will be established with each vendor who has been awarded the group. Each contract shall have an independent option to extend the contract for twelve months. There shall be no more than two (2) twelve-month extensions with a maximum contract length of thirty-six (36) months. Any additional contract or extension will be at the same prices, terms and conditions. It is the vendor's responsibility to solicit the County, in writing, for an extension no later than thirty (30) days prior to the expiration of the contract. However, at any time during the contract, the County may request an extension from the vendor without solicitation. Any contract(s) extensions must have the written approval of both the County and the vendor.

### **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.

### **VENDOR ELIGIBILITY**

Any microcomputer equipment's original manufacturer may bid direct or through a value-added reseller (VAR). A VAR or reseller who responds must produce a statement from the manufacturer stating the vendor is a current authorized VAR or Reseller and must hold a Gold Partner Level with the manufacturer.

## **RESPONSE SUBMISSIONS**

The vendor should submit a minimum of three (3) copies of the bid response and three (3) copies of their complete catalog/list in addition to all other requested information.

## **INQUIRIES**

Any questions that arises must be submitted in email to Wanda Gautney, Purchasing Director, [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov) no later than \_\_\_\_\_.

## **REFERENCES**

The vendor should provide the names of a minimum of three accounts currently using the major components, as in PCs and Servers, listed in the bid. Include account name, address, contact person and telephone number. The county may contact any or all references.

## **PRODUCT CERTIFICATION**

The vendor must also provide certification, that the equipment's manufacturer is ISO 9001 certified, and provide FCC Class A and Class B certifications. The entire system as configured must be certified for the MS Windows 10 operating systems for PCs.

## **EQUIPMENT TESTING**

Prior to contract award, the County reserves the right to benchmark any machine offered against the bid specifications. The vendor has ten (10) days from the date of the request to furnish the exact machine offered. It must be installed at a site designated by the County and left fully operational for a period of no less than two (2) weeks. During this period, a representative must be available either in person or by phone to answer any questions regarding the operation of the machine.

The vendor will assume all costs associated with the benchmark of any products selected by the County. This includes costs to outside testing facilities if the county determines the necessity of using outside testing facilities. This facility will be located in the State of Alabama.

## **CONTRACT(S) PUBLICATION**

Vendor will be required to publish and distribute a minimum of ten (10) copies of their catalog to the Purchasing Director, within 15 days after notification of award. In addition, vendor must produce an electronic on-line hardware catalog. This may be via Internet/Intranet Web-site or magnetic media for distribution to any defined Baldwin County agencies. These agencies will be defined after Bid Award. All versions along with all catalog updates, and/or newly issued catalogs must be made immediately available to the Baldwin County Commission Purchasing Department. If an entity cannot use the Web-site or magnetic media, then a printed copy of the contract(s) must be issued.

NOTE: It will be the vendor's responsibility to see that the County is made aware of the various means of accessing the microcomputer catalog (electronic or paper) and of any Changes/additions/deletions during the contract(s) period. The vendor will distribute the catalogs/updates in a timely manner so the County may benefit from reduced prices and new terms. Addendums to the catalog will not be accepted, a complete updated catalog must be delivered.

Catalog updates must be submitted for review a minimum of two weeks prior to effective date of change. Catalog updates must be submitted in the same format as bid requirements and responses. Catalog updates will be reviewed to verify that the same discounts apply as originally bid by vendor.

### **PRICE DECREASES**

The Purchasing Director 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, then 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. Prior to publishing, the vendor must obtain the approval of the Purchasing Director on the requested changes.

### **ADDITIONS TO CONTRACT(S)**

The County may, subsequent to the award of the contract(s), allow the addition of new equipment, accessories, upgrades, etc., which are not duplications nor "or 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.

### **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 microcomputer 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 the "Additions to Contract(s)" section of this document.

Volume discounts will be allowed with the provision that any purchasing entity that purchases the equivalent volume be offered the same rate of discount.

#### **TECHNICAL DOCUMENTATION/LITERATURE**

The bidder should attach technical documentation/literature supporting the specifications of the items being bid. Without this supporting documentation/literature the bid may be rejected. Reference to technical documentation/literature submitted with a previous bid will not satisfy this requirement.

#### **AWARD**

Award will be by group. Vendor must bid all line items within a group and subgroup and include the catalog/list in order 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. Enter "see attached" on lines for which a manufacturer group is being bid. Any item on the attached equipment/price sheet 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 within thirty (30) 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.**

An agency has the right to refuse any shipment or partial shipment that does not conform to the specifications of their order. All items delivered must be virus free and in good working order. The agency may refuse payment until these conditions are corrected.

#### **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 CATALOG**

Vendors will submit a complete price catalog/list that will be in effect during the contract period. Catalog/list will be evaluated as to volume, content, completeness and range of the various microcomputer products in addition to the pricing offered to the County. If the County determines that the catalog/list submitted is incomplete, additional information may be requested.

#### **QUANTITY**

**The exact quantity of purchases for each item on this solicitation is not known.** The Baldwin County Purchasing Department 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 of 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.

## **SERVICE INFORMATION/VENDOR REQUIREMENTS**

### **TECHNICAL SUPPORT**

Subsequent to award, vendor must staff and support offices with qualified technicians and have adequate, readily available parts at these locations. Vendor should have a toll-free telephone number. Indicate this number and contact person in the bid response.

### **WARRANTY PERIOD**

1. The warranty period will begin 30 days from ship date or the first day following acceptance/installation of all items whichever comes first.

### **USE WARRANTY**

2. Vendor shall warrant that all equipment/software shall be new and free of defects for Three (3) years from date of acceptance. Vendor shall, at its expense, correct or repair/replace all defective items to the satisfaction of the County. If the original Manufacturer's warranty is less than what is required for the group, vendor will adjust purchase price so that the equipment is warranted for three (3) years with no additional charge.

### **WARRANTY ENTITLEMENT**

3. The vendor shall register all equipment with the manufacturer and shall provide proof of purchase as needed to provide warranty entitlement. Vendor shall also provide, a list on magnetic media of equipment purchased with its Model and type, date purchased, serial number, County's purchase order number and Warranty Expiration date on a quarterly basis, to the Baldwin County CIS Department.

### **WARRANTY SERVICE**

4. Vendor will be required to furnish service and repair for all equipment on a no-charge basis for a minimum of twelve (12) months (or full manufacturer's warranty period whichever is longer) following initial purchase and acceptance. Service must be provided by an approved warranty service provider of the manufacturer of the equipment being bid. Service under warranty is to include all parts, labor, travel and expenses necessary to ensure total satisfactory performance to the using department.

Total satisfactory performance is defined as the equipment performing as advertised by the manufacturer. Vendor shall provide in the bid response the length of any warranties beyond the initial twelve (12) month warranty.

The vendor must be capable of providing on-site warranty service. Coverage on desktops and will be 8:00 a.m. through 4:30 p.m. Monday through Friday, except on County holidays, response time will be by next business day after notification.

Coverage on servers will be for Three (3) years seven (7) days a week twenty-four (24) hours a day, response time will be four hours or less after notification.

If repair requires more than four (4) hours, exchange, replacement or loan of the same equipment should be within twenty-four (24) hours. Service provider should maintain an inventory of spare parts for this equipment or be able to obtain these parts within twenty-four (24) hours.

### **REPLACEMENT PARTS**

All parts and components utilized in the repair of equipment must be new or remanufactured to the OEM warranty. Violation of these requirements in any manner without the express written consent of CIS will result in notification to the vendor to correct all such discrepancies within one (1) work day of notice. If the situation is not corrected or the violation occurs again during the term of the contract, the County will cancel the contract with one (1) day's notice.

Any magnetic disks/diskettes removed from any system must be either returned to the owner agency or erased at the agency if the part needs to be returned to the vendor.

### **THIRD-PARTY WARRANTY SERVICE**

Third-party warranty service is defined as that service proposed by the vendor of the equipment where persons performing the warranty service are not employed by the equipment vendor. Third-party warranty provider must be an approved warranty service provider by the manufacturer of the equipment being bid.

#### **(A) Bid Response**

1. Equipment Vendor: In addition to complying with all requirements of the ITB, the vendor must state clearly in the bid response the name and address of third Party warranty suppliers he intends to utilize.

#### **(B) Warranty Vendor: Must also submit a signed and notarized- Bid Response**

1. Vendor must state the name and address of the equipment vendor in conjunction with its warranty offer.
2. Vendor must respond to all paragraphs of this bid concerned with warranty service, use warranty and vendor qualifications.
3. Restrictions: Bids from third-party warranty service vendors offering in conjunction with specified equipment bids will be considered. Third-party warranty service offered by the equipment vendor, but not supported by an accompanying warranty service bid, will not be considered.

## **COMPLETION OF BID GROUP RESPONSE FORMS**

### Definitions:

For the purpose of this bid the following definitions shall apply. No other interpretations are to be considered or allowed.

**Source of Manufacturer Reference Price:** This defines where the bidder obtained the Manufacturer's Reference Price. It should list the publication name and date or website URL and date.

**Manufacturer Reference Price:** This is the base that the Bid Price shall be calculated from. It must be a price published by the **Manufacturer**, either printed or web based.

**Discount Factor:** This is the percentage that shall be used to calculate the actual Bid Price. The Manufacturer Reference Price multiplied by this factor shall result in the Bid Price.

**Bid Price:** This is the result of multiplying the Manufacturer Reference Price by the Discount Factor. This is the price that shall be used to award the bid.

**BID #WG21-03 RESPONSE FORM**

Provision of Microcomputer Systems and Peripheral Equipment

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Email address: \_\_\_\_\_

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

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

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

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

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

Brochures showing the equipment offered shall be attached to this Response Form.



<b>Bid Group:</b>	<b>#1(Page 1 of 3)</b>
<b>Description: Servers Group 1-1</b>	<b>Personal Computers and Servers</b>
<b>Source Of Manufacturer Reference Price:</b>	

(\*\*\*\*Note All Items in Group 1-1 Shall have a 3 year Onsite Repair 24x7x4 Warranty\*\*\*\*)

Item #	MFG.	Part #	Description	Manufacturer Reference Price:	Discount Factor %	Bid Price \$
1	HP	C7977AL	HPE LTO-7 Ultrium Custom Lbl 20 Pack Model			
			Quantity Model # Description			
			1 867959-B21 HPE DL360 Gen10 8SFF CTO Server			
			1 867959-B21 ABA U.S. - English localization			
			1 860653-L21 HPE DL360 Gen10 Xeon-S 4110 FIO Kit			
			1 860653-B21 HPE DL360 Gen10 Xeon-S 4110 Kit			
			2 815098-B21 HPE 16GB 1Rx4 PC4-2666V-R Smart Kit			
			2 P04527-B21 HPE 800GB SAS MU SFF SC PM5 SSD			
			2 AF556A HP 1.83m 10A C13-UL US Pwr Cord			
			1 804331-B21 HPE Smart Array P408i-a SR Gen10 Ctrlr			
			1 734807-B21 HP 1U SFF Easy Install Rail Kit			
			2 865408-B21 HPE 500W FS Plat Ht Plg Pwr Supply Kit			
			1 BD505A HPE iLO Adv 1-svr Lic 3yr Support			
			1 H7J34A3 HPE 3Y Foundation Care 24x7 wDMR Service			
2		867959-B21	1 H7J35A3 WAG HPE DL360 Gen10 Support			
3						
4						
5						



<b>Bid Group:</b>	<b>#1(Page 2 of 3)</b>
<b>Description: Laptops Group 1-2</b>	<b>Personal Computers and Servers</b>
<b>Source Of Manufacturer Reference Price:</b>	

**(\*\*\*\*Note All Items in Group 1-2 Shall have a 3 year Warranty\*\*\*\*)**

Item #	MFG.	Part #	Description	Manufacturer Reference Price:	Discount Factor %	Bid Price \$
1	HP	7KW42UT	HP ProBook 650 G5, i5, 8gb memory, 256b SSD HD, Windows 10 Pro x64			
2	HP	4YD61AV	HP Elitebook 850 G6, i7, 16gb memory, 512gb SSD HD, Windows 10 Pro x64			
3	HP	4YD61AV	HP Elitebook 850 G6, i7, 32gb memory, 512gb SSD HD, Windows 10 Pro x64			
4	HP	7KJ98UT	HP Elitebook 850 G6 Touchscreen, i7, 32gb memory, 512gb SSD HD, Windows 10 Pro x64			
5	HP	9VL57AV	HP ZBook 15 G6, i7, 32gb memory, 2tb SSD HD, Windows 10 Pro x64			
6	HP	8WB97UT	HP Probook 450 G7, i5,8gb memory, 256 SSD HD, Windows 10 Pro x64			
7	HP	1DT93UT#ABA	HP 90 watt Docking Station			
8	HP	D9Y32UT#ABA	HP Ultralim Docking Station			
9	HP	5TW10UT	HP USB-C G5 Dock			



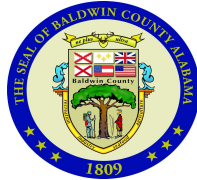
<b>Bid Group:</b>	<b>#1(Page 3 of 3)</b>
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<b>Description: Desktop PC's Group 1-3</b>	<b>Personal Computers and Servers</b>
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<b>Source Of Manufacturer Reference Price:</b>
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***(\*\*\*\*Note All Items in Group 1-3 Shall have a 3 year Warranty\*\*\*\*)***

Item #	MFG.	Part #	Description	Manufacturer Reference Price:	Discount Factor %	Bid Price \$
1	HP	4CB30UT	HP EliteDesk 800 G5 Mini, i5, 8gb Memory, 256gb SSD HD, Windows 10 Pro x64			
2	HP	8AG71UT	HP Z1 G5 Entry Workstation, i5, 8gb Memory, 256gb SSD HD, Windows 10 Pro x64			
3	HP	2YW27AV	HP Z2 TWR G4 WKS, i7, 32gb Memory, 512gb SSD HD, Windows 10 Pro x64			



<b>Bid Group:</b>	<b>#1(Page 3 of 3)</b>
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<b>Description: Monitors 1-4</b>	<b>Personal Computers and Servers</b>
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<b>Source Of Manufacturer Reference Price:</b>
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***(\*\*\*\*Note All Items in Group 1-3 Shall have a 3 year Warranty\*\*\*\*)***

Item #	MFG.	Part #	Description	Manufacturer Reference Price:	Discount Factor %	Bid Price \$
1	HP	1FH46AA	HP E233 23" Monitor			
2	HP	1FH50AA	HP 27" LED Monitor			
3						



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0103, **Version:** 1

**Item #:** BE5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director

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

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### **ITEM TITLE**

Competitive Bid #WG21-04 - Provision of Bag Ice 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 Bag Ice; 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. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Bag Ice.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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



N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 11/3/2020

**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 #WG21-04 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 product shall be furnished.

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

### **BID RESPONSE FORM**

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

### **AWARD**

Award will be made to the lowest responsible bidder meeting all the specifications of the ITB.

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

### **DELIVERY**

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

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

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

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

### **FREIGHT**

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

### **SPECIFICATIONS**

#### **10 lb. Bags of Ice**

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

**BID #WG21-04 RESPONSE FORM**

Provision of Bag Ice

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Email address: \_\_\_\_\_

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

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

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

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

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

**Item: Ice - 10 lb. bag**

Amount Bid: \$ \_\_\_\_\_ per lb. = \$ \_\_\_\_\_ per 10 lb. bag

Manufacturer or Brand: \_\_\_\_\_

All Exceptions should be attached to this Bid Response form.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0123, **Version:** 1

**Item #:** BE6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

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

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

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### **ITEM TITLE**

Competitive Bid #WG21-05 - Provision of Crushed Aggregates for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Crushed Aggregates; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

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

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Crushed Aggregates.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 11/03/2020

**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 #WG21-05 SPECIFICATIONS**  
**CRUSHED STONE, CRUSHED SLAG, CRUSHED GRAVEL, CRUSHED CONCRETE,**  
**CRUSHED AGGREGATE BASE MATERIALS**

Baldwin County desires bids for Crushed Stone, Crushed Slag, Crushed Gravel, Crushed Concrete and Crushed Aggregate Base Materials for the Baldwin County Highway Department.

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period beginning on the date of award.**

Supply location will play a large part of bid award. More than one bidder may be awarded due to the supply location. Baldwin County will award on a per "**Maintenance Area**" basis as shown on the attached map.

The County Engineer or his designee will factor in the supply location in determining the low bidder for each "**Maintenance Area**". A per-road mile truck operating cost will be multiplied times the road miles of the best route between the supply location and each "**Maintenance Area**" for all material picked up by Baldwin County.

In the event that the awarded bidders' prime location cannot supply material, then the secondary awarded bidder will become the prime supplier for that day or project. This will be noted by the County representative at the bottom of the request for materials.

All grades of aggregate listed on the Bidders Response form shall include a price F.O.B. for material picked-up by Baldwin County at the bidder's supply location. Bidders shall stipulate the supply location applicable to the material. Bidders shall include a delivered price for all grades of the aggregates as noted on the Bidders response form. Delivery shall be in truck load quantities as ordered by Baldwin County F.O.B. and delivery will be per "**Maintenance Area**" with the Maintenance Areas as shown on the attached map.

**All materials listed in this bid should meet the latest addition of the ALDOT Standard Specification Book.**

**NOTE: Number 5 Stone whether it is crushed gravel, crushed slag or crushed stone may be provided unwashed. This material is proposed primarily for maintenance of dirt roads.**

**CRUSHED STONE**

Crushed Stone according to section 801.03 of Alabama Department of Transportation Standard Specifications for Highway Construction, (ALDOT Specifications) latest edition; Class 1 and Class 2 Rip-Rap per Section 814.01(b) of the ALDOT Standard specifications, latest edition; Type 3 Masonry Stone per section 812 of ALDOT Standard specifications latest edition.

Stone shall be in accordance with ALDOT Specifications and test reports shall be furnished when requested.

**CRUSHED SLAG**

Crushed Slag according to Section 801.05 of ALDOT Specifications, latest edition, for use by the Baldwin County Highway Department.

Slag shall be in accordance with ALDOT Specifications and test reports shall be furnished when requested.

**CRUSHED GRAVEL**

Crushed Gravel in accordance with ALDOT Specifications, Section 801.03, and test reports shall be furnished when requested.

Crushed gravel shall be offered in sizes consistent with ALDOT Gradation 467, 5, 6, 7, 78, 810, and gravel screenings. Material is proposed for maintenance use as aggregate surfacing or with asphalt.

**CRUSHED AGGREGATE BASE MATERIALS**

Crushed Aggregate Base Materials shall be in accordance with ALDOT Specifications, Section 825, and test reports shall be furnished when requested.

All limestone base materials must meet the gradation requirements of ALDOT Standard Specification Section 825. The source quarry must be listed in the most current ALDOT Approved Source Manual at the time of this bid. The supplier must also participate in the ALDOT's Aggregate Quality Control Program at the supply location.

**NOTE: In no case shall moisture be applied to Crushed Aggregate Base Materials other than caused by natural events.**

**CRUSHED CONCRETE**

All crushed concrete shall meet the gradation requirements of the latest edition of ALDOT Standard Specifications Section 825.03. All deleterious materials including wood, steel, rebar, etc... must be removed from mix.

**2" MINUS SCREENED LIMEROCK BASE**

99% of sample material shall pass 2" sieve

NOTE: This is not an ALDOT classified material.

**WHITE SAND -WASHED**

Washed – Less than 5% retained on 200 sieve.

**BID #WG21-05 RESPONSE FORM**  
**CRUSHED AGGREGATES**  
**Maintenance Area - 100**

Date \_\_\_\_\_

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

Address \_\_\_\_\_

Phone Number (    ) \_\_\_\_\_

Fax Number (    ) \_\_\_\_\_

Authorized Signature \_\_\_\_\_  
(please print or type Name)

Position \_\_\_\_\_

Email \_\_\_\_\_

Supply Location \_\_\_\_\_

**CRUSHED GRAVEL -- ALDOT SPECIFICATION SIZES 467 through 78**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT No. 467				\$	\$
ALDOT No. 467				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$



**BID #WG21-05 RESPONSE FORM**  
**CRUSHED LIMESTONE - ALDOT SPECIFICATIONS 467 through 8910**  
**Maintenance Area -100**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Product/Size	Supplier Quarry Or Source Name (If Any)	Supplier Plant or Yard Name	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT No. 467				\$	\$
ALDOT No. 467				\$	\$
ALDOT No. 467				\$	\$
ALDOT No. 4				\$	\$
ALDOT No. 4				\$	\$
ALDOT No. 4				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 67				\$	\$
ALDOT No. 67				\$	\$
ALDOT No. 67				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 89				\$	\$
ALDOT No. 89				\$	\$
ALDOT No. 8910				\$	\$
ALDOT No. 8910				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 5				\$	\$

**BID#WG21-05 BID RESPONSE FORM**  
**CRUSHED LIMESTONE RIP RAP - ALDOT SIZES Class 1, 2, 3 and Gabion Stone**  
**Maintenance Area -100**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT Class 1				\$	\$
ALDOT Class 1				\$	\$
ALDOT Class 2				\$	\$
ALDOT Class 2				\$	\$
ALDOT Class 3				\$	\$
ALDOT Class 3				\$	\$
ALDOT 3" X 6" Gabion Stone				\$	\$
ALDOT 3" X 6" Gabion Stone				\$	\$

**RECYCLED CRUSHED CONCRETE PRODUCTS**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Product/Size	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price Per Ton Delivered
2" x 0 Base			\$	\$
6" x 2" Cobbles			\$	\$
Rubble Riprap (Less than 300 lb.)			\$	\$

**BID#WG21-05 BID RESPONSE FORM**  
**CRUSHED LIMESTONE BASE - ALDOT SPECIFICATION 825-A & 825-B**  
**Maintenance Area -100**

**825 -A**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**825 -B**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**BID#WG21-05 BID RESPONSE FORM****2" Minus Screened Limerock Base**  
**Maintenance Area -100****2" Minus Screened Limerock Base****Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**White Sand - Washed****Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**BID #WG21-05 RESPONSE FORM**  
**CRUSHED AGGREGATES**  
**Maintenance Area - 200**

Date \_\_\_\_\_

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

Address \_\_\_\_\_

Phone Number (    ) \_\_\_\_\_

Fax Number (    ) \_\_\_\_\_

Authorized Signature \_\_\_\_\_  
(please print or type Name)

Position \_\_\_\_\_

Email \_\_\_\_\_

Supply Location \_\_\_\_\_

**CRUSHED GRAVEL -- ALDOT SPECIFICATION SIZES 467 through 78**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT No. 467				\$	\$
ALDOT No. 467				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$

**BID #WG21-05 RESPONSE FORM**  
**CRUSHED LIMESTONE - ALDOT SPECIFICATIONS 467 through 8910**  
**Maintenance Area -200**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT				\$	\$
No. 467					
ALDOT				\$	\$
No. 467					
ALDOT				\$	\$
No. 467					
ALDOT				\$	\$
No. 4					
ALDOT				\$	\$
No. 4					
ALDOT				\$	\$
No. 4					
ALDOT				\$	\$
No. 57					
ALDOT				\$	\$
No. 57					
ALDOT				\$	\$
No. 57					
ALDOT				\$	\$
No. 67					
ALDOT				\$	\$
No. 67					
ALDOT				\$	\$
No. 67					
ALDOT				\$	\$
No. 78					
ALDOT				\$	\$
No. 78					
ALDOT				\$	\$
No. 78					
ALDOT				\$	\$
No. 89					
ALDOT				\$	\$
No. 89					
ALDOT				\$	\$
No. 8910					
ALDOT				\$	\$
No. 8910					
ALDOT				\$	\$
No. 5					
ALDOT				\$	\$
No. 5					

**BID#WG21-05 BID RESPONSE FORM**  
**CRUSHED LIMESTONE RIP RAP - ALDOT SIZES Class 1, 2, 3 and Gabion Stone**  
**Maintenance Area -200**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT Class 1				\$	\$
ALDOT Class 1				\$	\$
ALDOT Class 2				\$	\$
ALDOT Class 2				\$	\$
ALDOT Class 3				\$	\$
ALDOT Class 3				\$	\$
ALDOT 3" X 6" Gabion Stone				\$	\$
ALDOT 3" X 6" Gabion Stone				\$	\$

**RECYCLED CRUSHED CONCRETE PRODUCTS**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
2" x 0 Base				\$	\$
6" x 2" Cobbles				\$	\$
Rubble Riprap (Less than 300 lb.)				\$	\$

**BID#WG21-05 BID RESPONSE FORM**  
**CRUSHED LIMESTONE BASE - ALDOT SPECIFICATION 825-A & 825-B**  
**Maintenance Area -200**

**825 -A**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**825 -B**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$



**BID#WG21-05 BID RESPONSE FORM****2" Minus Screened Limerock Base****Maintenance Area -200****2" Minus Screened Limerock Base****Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**White Sand - Washed****Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**BID #WG21-05 RESPONSE FORM**  
**CRUSHED AGGREGATES**  
**Maintenance Area - 300**

Date \_\_\_\_\_

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

Address \_\_\_\_\_

Phone Number (    ) \_\_\_\_\_

Fax Number (    ) \_\_\_\_\_

Authorized Signature \_\_\_\_\_  
 (please print or type Name)

Position \_\_\_\_\_

Email \_\_\_\_\_

Supply Location \_\_\_\_\_

**CRUSHED GRAVEL -- ALDOT SPECIFICATION SIZES 467 through 78**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT No. 467				\$	\$
ALDOT No. 467				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$

**BID #WG21-05 RESPONSE FORM**  
**CRUSHED LIMESTONE - ALDOT SPECIFICATIONS 467 through 8910**  
**Maintenance Area -300**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Product/Size	Supplier Quarry Or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT No. 467				\$	\$
ALDOT No. 467				\$	\$
ALDOT No. 467				\$	\$
ALDOT No. 4				\$	\$
ALDOT No. 4				\$	\$
ALDOT No. 4				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 57				\$	\$
ALDOT No. 67				\$	\$
ALDOT No. 67				\$	\$
ALDOT No. 67				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 78				\$	\$
ALDOT No. 89				\$	\$
ALDOT No. 89				\$	\$
ALDOT No. 8910				\$	\$
ALDOT No. 8910				\$	\$
ALDOT No. 5				\$	\$
ALDOT No. 5				\$	\$

**BID#WG21-05 BID RESPONSE FORM**  
**CRUSHED LIMESTONE RIP RAP - ALDOT SIZES Class 1, 2, 3 and Gabion Stone**  
**Maintenance Area -300**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Product/Size	Supplier Quarry Or Source Name (If Any)	Supplier Plant or Yard Name	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
ALDOT Class 1				\$	\$
ALDOT Class 1				\$	\$
ALDOT Class 2				\$	\$
ALDOT Class 2				\$	\$
ALDOT Class 3				\$	\$
ALDOT Class 3				\$	\$
ALDOT 3" X 6" Gabion Stone				\$	\$
ALDOT 3" X 6" Gabion Stone				\$	\$

**RECYCLED CRUSHED CONCRETE PRODUCTS**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Product/Size	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price Per Ton Delivered
2" x 0 Base			\$	\$
6" x 2" Cobbles			\$	\$
Rubble Riprap (Less than 300 lb.)			\$	\$

**BID#WG21-05 BID RESPONSE FORM**  
**CRUSHED LIMESTONE BASE - ALDOT SPECIFICATION 825-A & 825-B**  
**Maintenance Area -300**

**825 -A**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**825 -B**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**BID#WG21-05 BID RESPONSE FORM**  
**2" Minus Screened Limerock Base**  
**Maintenance Area -300**

**2" Minus Screened Limerock Base**

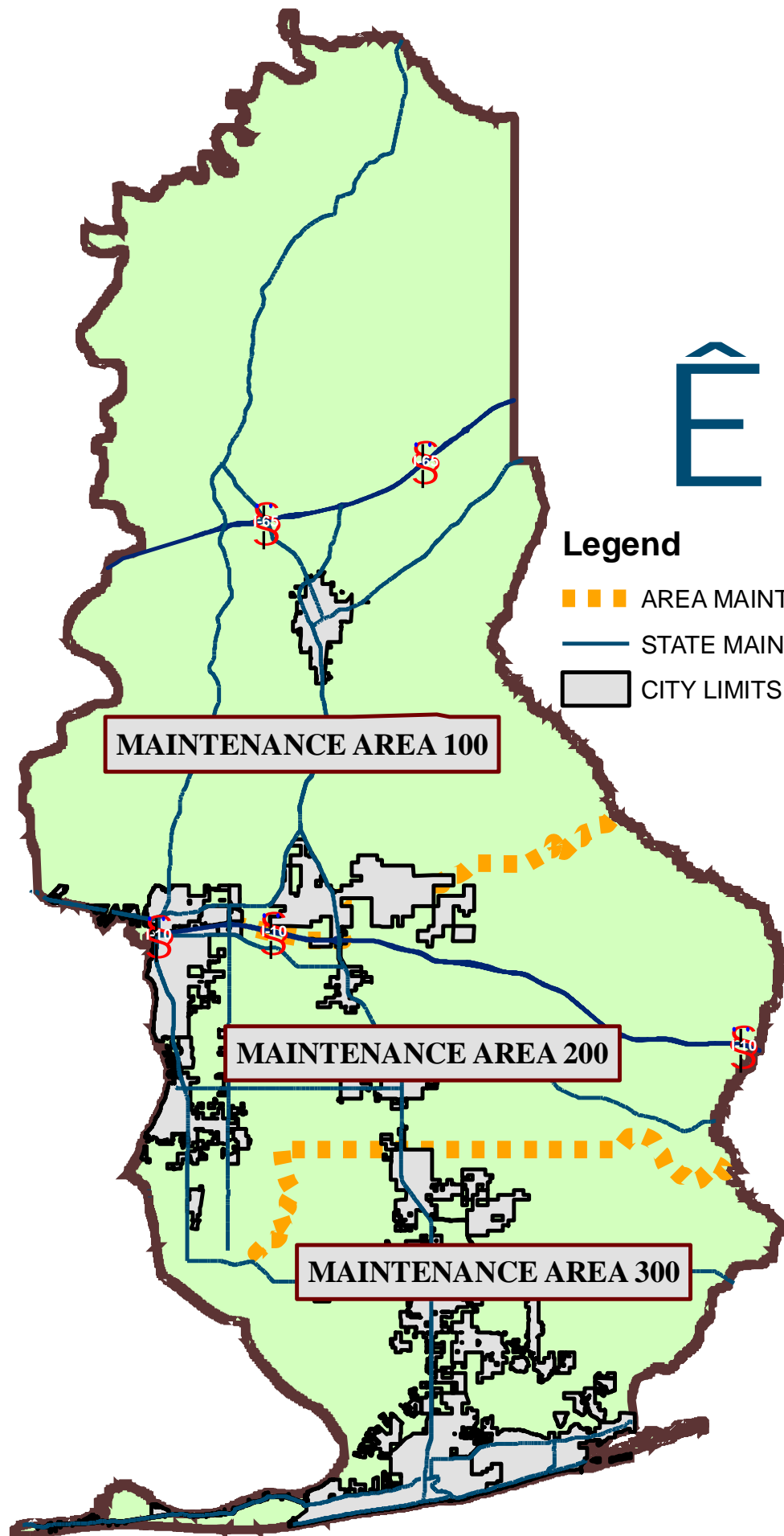
**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**White Sand - Washed**

**Note: Additional lines are provided if Bidder wishes to bid from more than one supply location.**

Supplier Quarry or Source Name	Supplier Plant or Yard Name (If Any)	Plant or Yard Address	Price per Ton FOB Supply Location	Price per Ton Delivered
			\$	\$
			\$	\$
			\$	\$
			\$	\$



N

**Legend**

- ■ ■ AREA MAINT. DIVIDING LINES
- STATE MAINTAINED HIGHWAYS
- CITY LIMITS

MAINTENANCE AREA 100

MAINTENANCE AREA 200

MAINTENANCE AREA 300



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0134, **Version:** 1

**Item #:** BE7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Terri Graham, Solid Waste Director/Joey Nunnally, County Engineer

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

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### **ITEM TITLE**

Amendment No. 2 to Contract for Competitive Bid #WG18-18 - Pre-event Debris Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Approve Amendment No. 2 to the Contract between Baldwin County Commission and CrowderGulf, LLC, for the Pre-Event Debris Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County, in the amount of **\$2.45 per Cubic Yard** to clarify processing the C&D Mixed Debris by grinding or compaction.

### **BACKGROUND INFORMATION**

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

03/20/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Pre-Event Debris Removal & Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

04/17/2018 meeting: Made Addendum #1, which includes three (3) changes to the bid specifications for the Pre-Event Debris Removal & Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County, part of the April 17, 2018, official record of the Baldwin County Commission.

05/15/2018 meeting: Awarded Bid #WG18-18 - Pre-Event Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County to the lowest responsible bidder, which met all the specifications, CrowderGulf, LLC, as per the attached bid tabulation and authorized the Chairman to execute the Contract. (Contract shall be effective and commence immediately upon the same date as its full execution.)



03/17/2020 meeting: Extend Competitive Bid #WG18-18 - Pre-Event Debris Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County, with CrowderGulf, LLC, for an additional twelve (12) months at the same prices, terms and conditions stated in the original bid specifications that was awarded on May 15, 2018. The Contract extension will expire on May 15, 2021.

10/06/2020 meeting: Approved Amendment No. 1 to the Contract between Baldwin County Commission and CrowderGulf, LLC, for the Pre-Event Debris Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County, in the amount of \$6.45 per pound to pick-up and haul household hazardous waste to disposal locations.

**Background:** CrowderGulf, LLC, has submitted Amendment No. 2 for Commission approval to the current Contract for the County's Pre-Event Debris Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County. The Amendment is for a rate clarification required by FEMA adding verbiage to line item 34 of the original Contract to allow for processing of the C&D Mixed Debris by grinding or compaction in the amount of \$2.45 per cubic yard.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Unknown

**Budget line item(s) to be used:** Emergency Reserve/FEMA reimbursed in a declared emergency

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 11/03/2020

**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 Vendor & Amendment Signed

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

# CrowderGulf

*Disaster Recovery and Debris Management Specialists*

5629 Commerce Blvd. East  
Mobile, Alabama 36619

Office: (800) 992-6207  
Fax: (251) 459-7433

Terri Graham  
Development and Environmental Director  
Baldwin County Commission  
TGraham@baldwincountyal.gov

October 22, 2020

RE: Proposal For Contract Amendment #2

Ms. Graham,

Please accept the following proposal of rates needed to complete debris removal activities within Baldwin County, AL.

## Rate Clarification

### Adding verbiage to line item 34 to allow for processing of C&D via Compaction

Item		Rate	UoM
34	Processing (Grinding <b>or Compaction</b> ) of C&D/Mixed Debris at DMS	\$2.45	Cubic Yard

Please review the rates and sign below. If you have any questions regarding the rates, please feel free to contact Reid Loper, 251-459-7430 or [rloper@crowdergulf.com](mailto:rloper@crowdergulf.com).

Best Regards,

Reid Loper



Vice President  
CrowderGulf, LLC.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed and Accepted / Baldwin County, AL.



State of Alabama )

County of Baldwin)

### **CONTRACT FOR DEBRIS REMOVAL AND DISPOSAL SERVICES**

This **Contract for Debris Removal and Disposal Services** ("Contract") is made and entered into by and between the Baldwin County Commission, the honorable governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereinafter called "COUNTY"), and **CrowderGulf, LLC** (hereinafter referred to as "PROVIDER" or "CONTACTOR").

The Bid Specifications are fully set forth as part of this Contract and incorporated herein by reference.

### **WITNESSETH:**

**Whereas**, COUNTY is a political subdivision of the State of Alabama and the governing body of Baldwin County, Alabama; and

**Whereas**, PROVIDER is a company qualified to do business in the State of Alabama and to perform the services contemplated herein; and

**Whereas**, Baldwin County, Alabama, by reason of its geographical location on the northern Gulf Coast of the United States, remains subject to various natural disasters, including without limitation major hurricanes, which cause substantial destruction of property, structures, and infrastructure, which in turn produces great amounts of debris throughout Baldwin County, Alabama; and

**Whereas**, COUNTY desires to provide for the efficient and timely removal and disposal of such debris pursuant to certain terms and conditions more fully set out herein; and

**Whereas**, said natural disasters may strike or affect Baldwin County, Alabama, without notice or warning sufficient to allow COUNTY to select and retain debris removal and disposal services in a timely manner after the strike or affect of said natural disasters; and

**Whereas**, COUNTY therefore desires to select and retain such debris removal and disposal services prior to said natural disasters, all in accordance with all applicable federal and state requirements, including without limitation requirements and directives of the Federal Emergency Management Agency relating to and conditioning reimbursement of expenditures for such services, as the same may be amended and applicable from time to time; and

**Whereas**, COUNTY therefore prepared and advertised certain bid documents (nominated Competitive Bid #WG18-18, which are attached hereto and incorporated herein as Exhibit A) describing the terms and conditions of the Pre-Event Debris Removal & Disposal Services desired; and

**Whereas**, PROVIDER responded to the said bid advertisement by its May 4, 2015, letter and attached proposal, together with any and all addendums (all of which being attached hereto and incorporated herein as Exhibit B); and

**Whereas**, all responsive bids were opened by COUNTY on April 18, 2018, with PROVIDER thereafter being determined and accepted by COUNTY as the lowest responsible bidder at COUNTY's May 15, 2018, regular meeting; and

Whereas, PROVIDER represents that it is, and will remain during the term of this Contract, ready, willing and able to provide the said services, all as more fully set out herein and in accordance with the aforesaid federal and state requirements; and

Whereas, COUNTY and PROVIDER now wish to enter into this Contract, as contemplated within said bid documents, for PROVIDER's rendering of debris removal and disposal services as set out herein.

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

- I. Definitions. The following terms shall have the following meanings:
  - A. COUNTY: Baldwin County, Alabama,  
by and through the Baldwin County Commission
  - B. COMMISSION: Baldwin County Commission
  - C. PROVIDER: CrowderGulf, LLC
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it, and any and all agents, assigns and subcontractors retained by it to perform work required by this Contract, possess the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws, rules and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this

Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements, and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: CrowderGulf, LLC  
5435 Business Parkway  
Theodore, AL 36582  
ATTN: John Ramsay

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a licensed and qualified contractor. The general scope of work for the services will encompass the following activities and shall include all the terms and conditions of "Competitive Bid #WG18-18", the same being expressly incorporated herein by reference, and without limitations will encompass:

**"All provision and conditions and/or specifications listed/stated in Competitive Bid #WG18-18, Pre-Event Debris Removal & Disposal Services for the County Rights-of-Way within Unincorporated Baldwin County for the Baldwin County Commission."**

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

XVII. General Responsibilities of the COUNTY.

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

- XVIII. Termination of Services. The COUNTY may terminate this Contract, with or without cause or reason, by giving 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. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid **as provided for in the Payment Schedule.** Said compensation shall be all inclusive, including without



limitation, reimbursement of all cost, incidentals, and operating expense associated with those directly engaged in performance of the requested services.

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

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

- XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of twenty-four (24) months, with an option to extend for one twelve (12) month period or until such time that a new contract can be bid and awarded. Any additional extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Contractor 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 on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

- XXIV. Indemnity and Hold Harmless. To the extent allowed by law, the PROVIDER shall indemnify, defend and hold harmless the County, and its Commissioners, State of Alabama, the Federal Government, and their officers, agents, employees and representatives from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the work pursuant to this Contract, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from; and (2) is caused in whole or in part by an act or omission of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The PROVIDER shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work pursuant to this Contract until the same shall have been completed and accepted. PROVIDER shall also assume all blame or loss by reason of neglect or violation of any state, federal, or municipal law, rule, regulation or order. The PROVIDER shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. PROVIDER shall make good any injury that may have occurred to any structure or utility in consequence of the work.

In any and all claims against the County or its officers, agents, employees or representatives by any employee of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the indemnity obligations shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligations contained in this section shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with two originals, each of which shall be equally valid as an original.

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

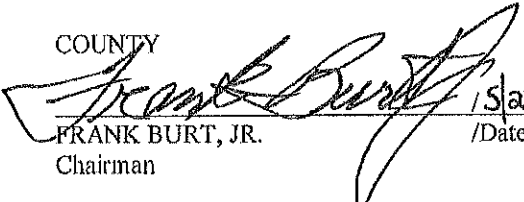
**XXVII: Insurance and Bonds:** The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the County in an amount not less than the estimated event cost for any and/or all events within 10 days of receiving the Notice to Proceed.

The cost of said bond premiums will not be an additional cost to the County.

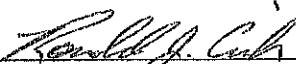
The contractor shall immediately furnish a Certificate of Insurance listing the Baldwin County Commission as additional insured through the end of the contract term (annually upon renewal) for limits stated in bid specifications.

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

  
FRANK BURT, JR.  
Chairman  
15/23/18  
/Date

ATTEST:

  
RONALD J. CINK  
County Administrator/Budget Director  
15/23/18  
/Date




State of Alabama )

County of Baldwin )

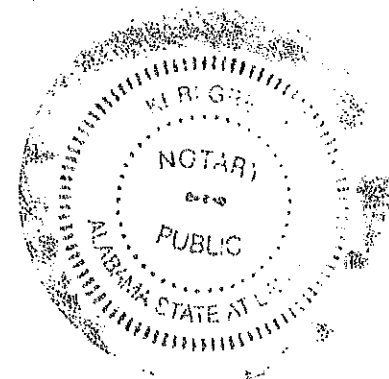
I, Keri Green, a Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director/Interim County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Debris Removal and Disposal 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 23rd day of May, 2018.

  
Notary Public, Baldwin County, AL  
My Commission Expires 11/23/19

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

PROVIDER:



CrowderGulf, LLC

Ashley Ramsay-Naile 05.22.18  
By ASHLEY RAMSAY-NAILE /Date  
Its SR. VICE PRESIDENT/COO

State of Alabama

County of Mobile

I, Kelley Williamson Notary Public in and for said County and State, hereby certify that  
Ashley Ramsay-Naile as Sr. Vice President of CrowderGulf, LLC, whose name is signed  
to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed  
of the contents of the foregoing, she executed the same voluntarily on the day the same bears date for and as an act of  
said contract.

GIVEN under my hand and seal on this the 22nd day of May, 2018.

Kelley Williamson  
Notary Public, Alabama  
My Commission Expires

Kelley James Williamson  
Notary Public, Alabama State At Large  
My Commission Expires August 5 2020

# BID #WG18-18 RESPONSE FORM

Date: 04-16-2018

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

Contractor's License Number 48313  
(License Issued by the Alabama State Licensing Board for General Contractors)

Company Name: Crowder Gulf, LLC.

Address: 5435 Business Parkway Theodore, AL 36582

Company Rep John Ramsay  
(Rep. Name Typed or Printed)

Position: President & CEO

Phone: 800-992-6207

Fax: 251-459-7433

Email: iramsay@crowdergulf.com

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 form.

Financing Agency Authorized Signature

ATTACHMENT 2

PAYMENT SCHEDULE

Item	Description of Service	**Estimated Quantities	Unit	Unit Price
1	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 0-15 one-way miles (Note 2)	600,000	CY	\$7.40
2	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 16-30 one-way miles (Note 2)	600,000	CY	\$7.95
3	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 31-60 one-way miles (Note 2)	300,000	CY	\$8.65
4	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site +60 one-way miles (Note 2)	100,000	CY	\$9.45
5	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 0-15 one-way miles (Note 2)	200,000	CY	\$7.80
6	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 16-30 one-way miles (Note 2)	200,000	CY	\$8.25
7	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 31-60 one-way miles (Note 2)	100,000	CY	\$9.00
8	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site +60 one-way miles (Note 2)	50,000	CY	\$9.75
9	Haul Reduced Debris from Debris Management Site to Final Disposal Site 0-15 one-way miles	150,000	CY	\$2.98
10	Haul Reduced Debris from Debris Management Site to Final Disposal Site 16-30 one-way miles	150,000	CY	\$4.18
11	Haul Reduced Debris from Debris Management Site to Final Disposal Site 31-60 one-way miles	50,000	CY	\$4.95
12	Haul Reduced Debris from Debris Management Site to Final Disposal Site +60 one-way miles	50,000	CY	\$6.00
13	Debris Management Site Supervision	1,500,000	CY	\$1.00
14	Processing (Grinding) of Vegetative Debris at DMS	1,500,000	CY	\$2.55
15	Processing (Open Burning) of Debris at DMS	100,000	CY	\$1.15

16	Processing (Burning) of Debris at DMS using Air Curtain Incinerators	100,000	CY	\$1.90
17	Hazardous Tree removal 6"-12" trunk diameter	1,000	EACH	\$ 40.00
18	Hazardous Tree removal 13"-24" trunk diameter	1,000	EACH	\$100.00
19	Hazardous Tree removal 25"-36" trunk diameter	1,000	EACH	\$165.00
20	Hazardous Tree removal 37"-48" trunk diameter	500	EACH	\$255.00
21	Hazardous Tree removal > 49" trunk diameter	500	EACH	\$310.00
22	Trees with Hazardous Limbs > 2"	2,000	EACH	\$ 82.00
23	Hazardous Stumps 24" - 36" diameter	1,000	EACH	\$175.00
24	Hazardous Stumps 37" - 48" diameter	1,000	EACH	\$250.00
25	Hazardous Stumps + 49" diameter	500	EACH	\$325.00
26	Stump Fill Dirt	1,000	CY	\$ 14.00
27	Waterway Debris Removal	100,000	CY	\$ 95.00
28	Vehicle Removal	20	Each	\$200.00
29	Vessel Removal (land)	1000	LF	\$ 30.00
30	Vessel Removal (marine)	1000	LF	\$ 68.00
31	White Good	1,000	Each	\$ 40.00
32	Freon Management	200	Each	\$ 40.00
33	Electronic Waste	1,000	Each	\$ 38.00
34	Processing (Grinding) of C&D/Mixed Debris at DMS	100,000	CY	\$ 2.45

Notes

1. The Contractor will pay tipping fee at final disposal site(s) and back charge County at cost.
2. Invoices to be based on incoming load tickets.

#### Attachment 4

#### Stump Conversion Table Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

# CrowderGulf

*Disaster Recovery and Debris Management Specialists*

5629 Commerce Blvd. East  
Mobile, Alabama 36619

Office: (800) 992-6207  
Fax: (251) 459-7433

Terri Graham  
Development and Environmental Director  
Baldwin County Commission  
TGraham@baldwincountyal.gov

October 6, 2020

RE: Proposal For Contract Amendment #1

Ms. Graham,

Please accept the following proposal of rates needed to complete debris removal activities within Baldwin County, AL.

**Proposed Rate to:**

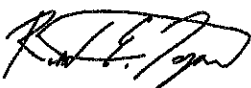
**Pick up and haul house hold hazardous waste to disposal location.**

Item	Proposed Rate	UoM	Comparable Rates
Pick up and haul HHW	\$6.45	Pound	City of Gulf Shores, AL. = \$6.95/lb. City of Fairhope, AL. = \$6.20/lb. City of Daphne, AL. = \$6.20/lb. Avg. = \$6.45/lb.

Please review the rates and sign below. If you have any questions regarding the rates, please feel free to contact Reid Loper, 251-459-7430 or [rioper@crowdergulf.com](mailto:rioper@crowdergulf.com).

Best Regards,

Reid Loper



Vice President  
CrowderGulf, LLC.

Sign:  Date: 10/06/2020  
Signed and Accepted / Baldwin County, AL.





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0110, **Version:** 1

**Item #:** BE8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Nic Gray, Watermark Design Group, LLC

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

---

### **ITEM TITLE**

Permit Fees for the Construction of Two (2) New Baldwin County Highway Maintenance Buildings Located in Bay Minette and Silverhill, Alabama

### **STAFF RECOMMENDATION**

Authorize the Chairman to execute a letter to the City of Bay Minette and the Town of Silverhill requesting the permit fees be waived for the construction of one (1) new Highway Maintenance Building in Bay Minette, Alabama and one (1) new Highway Maintenance Building in Silverhill, Alabama and that all inspections be performed by the Baldwin County Building Department.

### **BACKGROUND INFORMATION**

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

3/17/2020 meeting: Approved the attached AIA Contract for the architectural services with Watermark Design Group, LLC, for the design of a two (2) new Baldwin County Area 100 and Area 200 Highway Maintenance Facilities located in Bay Minette and Silverhill, Alabama in the amount of 6% of the construction cost for the new plus normal reimbursable expenses and authorize the Chairman to execute the Contracts.

7/07/2020 meeting: Authorized the Purchasing Director to advertise for the Pre-qualification of Contractors for the construction of two (2) new Baldwin County Highway Maintenance Buildings Located in Bay Minette and Silverhill, Alabama.

8/18/2020 meeting: Rejected all fourteen (14) applications received due to incomplete proposals on the construction of two (2) new Baldwin County Highway Maintenance Buildings located in Bay Minette and Silverhill, Alabama projects; and 2) Authorized the Purchasing Director to re-advertise for the Pre-qualification of Contractors for the construction of two (2) new Baldwin County Highway Maintenance Buildings Located in Bay Minette, and Silverhill, Alabama.

**Background:** The construction of two (2) new Baldwin County Highway Maintenance Buildings will be bid in the near future. In order for the County to have the permit fees waived and the inspections

performed by the Baldwin County Building Department, the City of Bay Minette and the Town of Silverhill require a letter from the Commission requesting such. Staff recommends the Commission authorize the Chairman to execute a letter to the City of Bay Minette requesting the permit fees be waived for the construction of one (1) highway maintenance building and a letter to the Town of Silverhill requesting the permit fees be waived for the construction of one (1) highway maintenance building and that all inspections for both buildings be performed by the Baldwin County Building Department.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 11/3/2020

**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 letters to the City of Bay Minette and the Town of Silverhill

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0094, **Version:** 1

**Item #:** BE9

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Nic Gray, Watermark Design Group, LLC

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

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### ITEM TITLE

Pre-qualification of Contractors for the Construction of Two (2) New Baldwin County Highway Maintenance Buildings Located in Bay Minette, and Silverhill, Alabama

### STAFF RECOMMENDATION

Take the following actions:

- 1) **Approve** the following ten (10) pre-qualification applications on the Construction of Two (2) Highway Maintenance Buildings: Witherington Construction Corporation, FITZgerald Construction, LLC, Thomas Industries, Inc. d/b/a Thomas Construction, White-Spunner Construction, Inc., Sycamore Construction, Inc., J T Harrison Construction Co., Inc., Parsco, LLC d/b/a Parsco Construction, LLC, Lord & Son Construction, Inc., Ben M Radcliff Contractor, Inc., and Eric Lazzari Construction, LLC; and
- 2) **Reject** the applications of the following ten (10) applicants as non-qualified: The Highland Group, Bayshore Construction Co., Inc., D & B Builders, Inc., Stephens Construction and Concrete, Inc., PCI Support Services, LLC, Abuck Incorporated, G A West & Company, Inc., Gordon & Zakary, Inc., M W Rogers Construction Co., LLC, and Triptek Construction, LLC; and
- 3) Authorize the Purchasing Director and the Architect to bid the project.

### BACKGROUND INFORMATION

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

03/17/2020 meeting: Approved the attached AIA Contract for the architectural services with Watermark Design Group, LLC, for the design of a two (2) new Baldwin County Area 100 and Area 200 Highway Maintenance Facilities located in Bay Minette, and Silverhill, Alabama in the amount of 6% of the construction cost for the new plus normal reimbursable expenses and authorize the Chairman to execute the Contracts.

07/07/2020 meeting: Authorized the Purchasing Director to advertise for the Pre-qualification of

Contractors for the construction of two (2) new Baldwin County Highway Maintenance Buildings Located in Bay Minette, and Silverhill, Alabama.

08/18/2020 meeting: Rejected all fourteen (14) applications received due to incomplete proposals on the construction of two (2) new Baldwin County Highway Maintenance Buildings located in Bay Minette, and Silverhill, Alabama projects; and 2) Authorized the Purchasing Director to re-advertise for the Pre-qualification of Contractors for the construction of two (2) new Baldwin County Highway Maintenance Buildings Located in Bay Minette, and Silverhill, Alabama.

**Background:** The Pre-Qualification applications of the Contractors were received in the Purchasing Office on September 10, 2020, at 2:30 p.m. Twenty (20) applications were received. Staff members Wanda Gautney, Ron Cink, Cian Harrison, Joey Nunnally, Seth Peterson, Beth Burnett, Loren Lucas and Dana Austin, met on October 8, 2020 at 9:00 a.m. to review the applications. The staff's recommendation is to approve the following ten (10) pre-qualification applications: Witherington Construction Corporation, FITZgerald Construction, LLC, Thomas Industries, Inc. d/b/a Thomas Construction, White-Spunner Construction, Inc., Sycamore Construction, Inc., J T Harrison Construction Co., Inc., Parsco, LLC d/b/a Parsco Construction, LLC, Lord & Son Construction, Inc., Ben M Radcliff Contractor, Inc., and Eric Lazzari Construction, LLC; reject the following ten (10) applicants as non-qualified due to incomplete applications: The Highland Group, Bayshore Construction Co., Inc., D & B Builders, Inc., Stephens Construction and Concrete, Inc., PCI Support Services, LLC, Abuck Incorporated, G A West & Company, Inc., Gordon & Zakary, Inc., M W Rogers Construction Co., LLC, and Triptek Construction, LLC, and authorize the Purchasing Director and the Architect to bid the project.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 11/04/2020

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

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

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

State of Alabama,) ss

County of Jefferson)

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

The Birmingham News 08/21, 08/28, 09/04/2020

*Catherine Copas*

Principal Clerk of the Publisher

Sworn to and subscribed before me this 4th day of September 2020

*Juanita Depuy*

Notary Public



ADVERTISEMENT  
PRE-QUALIFICATION FOR  
BALDWIN COUNTY COMMISSION PROJECT  
"CONSTRUCTION OF TWO (2) HIGHWAY  
MAINTENANCE BUILDINGS  
LOCATED IN BAY MINETTE AND  
SILVERHILL, ALABAMA"

All prospective Bidders must be pre-qualified with the Baldwin County Commission to bid on the construction of two (2) new Highway Maintenance buildings located in Bay Minette and Silverhill, Alabama. Pre-qualification Applications are available from Wanda Gautney, Baldwin County Purchasing Department, 257 Hand Avenue, Bay Minette, Alabama 36507. Failure to submit such application shall render the Bidder non-responsive and will not be permitted to bid on this project. To pre-qualify with the Commission, each prospective Bidder must furnish written evidence of competency and evidence of financial responsibility to the County. Accordingly, the County will not accept Pre-qualification Applications after 2:30 P.M. on September 10, 2020. Upon submittal of the Pre-qualification Application, the Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Application if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work. All Applicants will be notified prior to Bid.

Project Description:  
Construction of Highway Department Area 100 Maintenance Facility located in Bay Minette, AL

The Work consists of the following general scope:

The site of the proposed work will be located at 203 Dickman Road, Bay Minette, AL 36507. The existing facility will be demolished for construction of the new facility. Special care will be taken during the demolition process in order to retain and store select existing facility items per the County's direction. The new 9,600 sf facility consists of approximately 3,600 sf of conditioned office space with mezzanine above, and 6,000 sf of shop and storage space. The Work will include, but is not limited to, a new Pre-Engineered Metal Building with interior partitions, HVAC, electrical, data, security, and plumbing to support the office and shop layouts, installation of new door and hardware communications back to the County's access controls system, and interior/exterior finishes as defined within the construction documents. The shop area will also house a service pit, parts storage area, and multiple high bay doors.

tions, HVAC, electrical, data, security, and plumbing to support the office and shop layouts, installation of new door and hardware communications back to the County's access controls system, and interior/exterior finishes as defined within the construction documents. The shop area will also house a service pit, parts storage area, and multiple high bay doors.

Estimated Construction Cost

\$1,464,000.00

Project Description:

Construction of Highway Department Area 200 Maintenance Facility located in Silverhill, AL

The Work consists of the following general scope:

The site of the proposed work will be located at HWY 104, Silverhill, AL 36576. The existing facility will remain, and a new facility will be constructed on the adjacent lot. The new 9,600 sf facility consists of approximately 3,600 sf of conditioned office space with mezzanine above, and 6,000 sf of shop and storage space. The Work will include, but is not limited to, a new Pre-Engineered Metal Building with interior partitions, HVAC, electrical, data, security, and plumbing to support the office and shop layouts, installation of new door and hardware communications back to the County's access controls system, and interior/exterior finishes as defined within the construction documents. The shop area will also house a service pit, parts storage area, and multiple high bay doors.

Estimated Construction Cost

\$1,464,000.00

Bham News: Aug. 21, 28, Sept. 4, 2020



State of Alabama,) ss

County of Mobile)

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

Press Register 08/21, 08/28, 09/04/2020

*Catherine Copas*

Principal Clerk of the Publisher

Sworn to and subscribed before me this 4th day of September 2020

*Juanita Depuy*

Notary Public



ADVERTISEMENT  
PRE-QUALIFICATION FOR BALDWIN COUNTY  
COMMISSION PROJECT  
"CONSTRUCTION OF TWO (2) HIGHWAY  
MAINTENANCE BUILDINGS  
LOCATED IN BAY MINETTE AND SILVERHILL,  
ALABAMA"

All prospective Bidders must be pre-qualified with the Baldwin County Commission to bid on the construction of two (2) new Highway Maintenance buildings located in Bay Minette and Silverhill, Alabama. Pre-qualification Applications are available from Wanda Gautney, Baldwin County Purchasing Department, 257 Hand Avenue, Bay Minette, Alabama 36507. Failure to submit such application shall render the Bidder non-responsive and will not be permitted to bid on this project. To pre-qualify with the Commission, each prospective Bidder must furnish written evidence of competency and evidence of financial responsibility to the County. Accordingly, the County will not accept Pre-qualification Applications after 2:30 P.M. on September 10, 2020. Upon submittal of the Pre-qualification Application, the Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Application if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work. All Applicants will be notified prior to Bid.

Project Description:  
Construction of Highway Department Area 100 Maintenance Facility located in Bay Minette, AL

The Work consists of the following general scope:

The site of the proposed work will be located at 203 Dickman Road, Bay Minette, AL 36507. The existing facility will be demolished for construction of the new facility. Special care will be taken during the demolition process in order to retain and store select existing facility items per the County's direction. The new 9,600 sf facility consists of approximately 3,600 sf of conditioned office space with mezzanine above, and 6,000 sf of shop and storage space. The Work will include, but is not limited to, a new Pre-Engineered Metal Building with interior partitions, HVAC, electrical, data, security, and plumbing to support the office and shop layouts, installation of new door and hardware communications back to the County's access controls system, and interior/exterior finishes as defined within the construction documents. The shop area will also house a service pit, parts storage area, and multiple high bay doors.

tions, HVAC, electrical, data, security, and plumbing to support the office and shop layouts, installation of new door and hardware communications back to the County's access controls system, and interior/exterior finishes as defined within the construction documents. The shop area will also house a service pit, parts storage area, and multiple high bay doors.

Estimated Construction Cost

\$1,464,000.00

Project Description

Construction of Highway Department Area 200 Maintenance Facility located in Silverhill, AL

The Work consists of the following general scope:

The site of the proposed work will be located at HWY 104, Silverhill, AL 36576. The existing facility will remain, and a new facility will be constructed on the adjacent lot. The new 9,600 sf facility consists of approximately 3,600 sf of conditioned office space with mezzanine above, and 6,000 sf of shop and storage space. The Work will include, but is not limited to, a new Pre-Engineered Metal Building with interior partitions, HVAC, electrical, data, security, and plumbing to support the office and shop layouts, installation of new door and hardware communications back to the County's access controls system, and interior/exterior finishes as defined within the construction documents. The shop area will also house a service pit, parts storage area, and multiple high bay doors.

Estimated Construction Cost:

\$1,464,000.00

PRESS REGISTER

August 21, 28, September 4, 2020

Re: sept. 10th

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**Montgomery Advertiser**  
montgomeryadvertiser.com

Daily-Montgomery, Montgomery County, AL

**ADVERTISEMENT  
PRE-QUALIFICATION FOR BALDWIN  
COUNTY COMMISSION PROJECT  
"CONSTRUCTION OF TWO (2)  
HIGHWAY MAINTENANCE BUILDINGS  
LOCATED IN BAY MINETTE AND  
SILVERHILL, ALABAMA"**

All prospective Bidders must be pre-qualified with the Baldwin County Commission to bid on the construction of two (2) new Highway Maintenance buildings located in Bay Minette and Silverhill, Alabama. Pre-qualification Applications are available from Wanda Gautney, Baldwin County Purchasing Department, 257 Hand Avenue, Bay Minette, Alabama 36507. Failure to submit such application shall render the Bidder non-responsive and will not be permitted to bid on this project. To pre-qualify with the Commission, each prospective Bidder must furnish written evidence of competency and evidence of financial responsibility to the County. Accordingly, the County will not accept Pre-qualification Applications after 2:30 P.M. on September 10, 2020. Upon submittal of the Pre-qualification Application, the Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Application if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work. All Applicants will be notified prior to Bid.

**Project Description:**

**Construction of Highway Department Area 100 Maintenance Facility located in Bay Minette, AL**  
The Work consists of the following general scope.

The site of the proposed work will be located at 203 Dickman Road, Bay Minette, AL 36507. The existing facility will be demolished for construction of the new facility. Special care will be taken during the demolition process in order to retain and store select existing facility items per the County's direction. The new 9,600 sf facility consists of approximately 3,600 sf of conditioned office space with mezzanine above, and 6,000 sf of shop and storage space. The Work will include, but is not limited to, a new Pre-Engineered Metal Building with interior partitions, HVAC, electrical, data, security, and plumbing to support the office and shop layouts, installation of new door and hardware communications back to the County's access controls system, and interior/exterior finishes as defined within the construction documents. The shop area will also house a service pit, parts storage area, and multiple high bay doors.

Estimated Construction Cost:  
\$1,464,000.00

**Project Description:**

**Construction of Highway Department Area 200 Maintenance Facility located in Silverhill, AL**  
The Work consists of the following general scope.

The site of the proposed work will be located at HWY 104, Silverhill, AL 36576. The existing facility will remain, and a new facility will be constructed on the adjacent lot. The new 9,600 sf facility consists of approximately 3,600 sf of conditioned office space with mezzanine above, and 6,000 sf of shop and storage space. The Work will include, but is not limited to, a new Pre-Engineered Metal Building with interior partitions, HVAC, electrical, data, security, and plumbing to support the office and shop layouts, installation of new door and hardware communications back to the County's access controls system, and interior/exterior finishes as defined within the construction documents. The shop area will also house a service pit, parts storage area, and multiple high bay doors.

Estimated Construction Cost:  
\$1,464,000.00

Mont. Adv. 8/21, 8/28, 9/04/2020  
4334353





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0095, **Version:** 1

**Item #:** BE10

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Wayne Dyess, County Administrator/John Stolarski, Allred Stolarski Architects, PA

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

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### **ITEM TITLE**

Pre-qualification of Contractors for the Construction of a New Baldwin County Animal Shelter Intake Building Located in Summerdale, Alabama for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) **Approve** the following eight (8) pre-qualification applications on the Construction of a new Baldwin County Animal Shelter Intake Building located in Summerdale, Alabama: Witherington Construction Corporation, FITZgerald Construction, LLC, White-Spunner Construction, Inc., Sycamore Construction, Inc., J T Harrison Construction Co., Inc., Lord & Son Construction, Inc., Ben M Radcliff Contractor, Inc., and Rolin Construction, Inc.; and
- 2) **Reject** the applications of the following six (6) applicants as non-qualified: The Highland Group, Bayshore Construction Co., Inc., D & B Builders, Inc., Stephens Construction and Concrete, Inc., Gordon & Zakary, Inc., and Triptek Construction, LLC; and
- 3) Authorize the Purchasing Director and the Architect to bid the project.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 10/15/2019 meeting: Approved the AIA contract for the architectural services with Allred Stolarski Architects, PA for the construction of a new Baldwin County Animal Shelter Intake Building in the amount of 6% of the construction cost plus normal reimbursable expenses and authorized the Chairman to execute the Contract.

09/15/2020 meeting: Authorized the Purchasing Director to advertise for the Pre-qualification of Contractors for the construction of a new Baldwin County Animal Shelter intake building located in Summerdale, Alabama.

**Background:** The Pre-qualification applications of the Contractors were received in the Purchasing

Office on October 7, 2020, at 2:30 p.m. Fourteen (14) applications were received. Staff members Wanda Gautney, Ron Cink, Cian Harrison, Seth Peterson, Beth Burnett, Loren Lucas and Dana Austin, met on October 8, 2020 at 1:30 p.m. to review the applications. The staff's recommendation is to approve the following ten (10) pre-qualification applications: Witherington Construction Corporation, FITZgerald Construction, LLC, White-Spunner Construction, Inc., Sycamore Construction, Inc., J T Harrison Construction Co., Inc., Lord & Son Construction, Inc., Ben M Radcliff Contractor, Inc., and Rolin Construction, Inc.; reject the following six (6) applicants as non-qualified due to incomplete applications: The Highland Group, Bayshore Construction Co., Inc., D & B Builders, Inc., Stephens Construction and Concrete, Inc., Gordon & Zakary, Inc., and Triptek Construction, LLC, and authorize the Purchasing Director and the Architect to bid the project.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 11/03/2020

**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 Applicants

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

State of Alabama,) ss

County of Jefferson)

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

**The Birmingham News 09/18, 09/25, 10/02/2020**

*Catherine Copas*

Principal Clerk of the Publisher

Sworn to and subscribed before me this 2nd day of October 2020

*Juanita Depuy*  
Notary Public



**ADVERTISEMENT**

PRE-QUALIFICATION FOR BALDWIN COUNTY COMMISSION PROJECT "CONSTRUCTION OF A NEW BALDWIN COUNTY ANIMAL SHELTER INTAKE BUILDING LOCATED IN SUMMERDALE, ALABAMA"

All prospective Bidders must be pre-qualified with the Baldwin County Commission to bid on the construction of an intake building for the Baldwin County Animal Shelter located in Summerdale, Alabama. Pre-qualification Applications are available from Wanda Gautney, Baldwin County Purchasing Department, 257 Hand Avenue, Bay Minette, Alabama 36507. Failure to submit such application shall render the Bidder non-responsive and will not be permitted to bid on this project. To pre-qualify with the Commission, each prospective Bidder must furnish written evidence of competency and evidence of financial responsibility to the County. Accordingly, the County will not accept Pre-qualification Applications after 2:30 P.M. on October 7, 2020. Upon submittal of the Pre-qualification Application, the owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Application if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work. All Applicants will be notified prior to Bid.

**Project Description:**

Construction of an Intake Building for the Baldwin County Animal Shelter located in Summerdale, Alabama

The Work consists of the following general scope

The site of the proposed work will be located at 15050 County Road 49, Summerdale, AL 36580. The existing facility will be demolished for construction of the new facility. Special care will be taken during the demolition process in order to retain and store select existing facility items per the County's direction. The new building consists of 13,677 square feet (10,764 square feet heated and cooled.) The work will include, but is not limited to, site and building demolition, site grading, site drainage, concrete slabs and walks, concrete masonry unit structural walls, pre-manufactured wood trusses,

metal roof panel system, stucco, cement board trim and soffits, metal stud furr-outs, gypsum board ceilings, acoustic tile ceilings, interior and exterior chain-link fencing, galvanized hollow metal doors and frames, solid core wood doors, specialty kennel equipment, interior epoxy paint and latex paint finishes, plumbing, mechanical, electrical work, and communications rough-in. The work will include all materials, labor, tools, expendable equipment and transportation services, and all incidental items necessary to perform and complete, in a workmanlike manner, the work required to complete the project.

Estimated	Construction	Cost
\$3,564,024.65		

Bham News: Sept. 18, 25, Oct. 2, 2020

State of Alabama,) ss  
County of Mobile)

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

Press Register 09/18, 09/25, 10/02/2020

*Catherine Copas*

Principal Clerk of the Publisher

Sworn to and subscribed before me this 2nd day of October 2020

*Juanita Depuy*  
Notary Public



ADVERTISEMENT  
PRE-QUALIFICATION FOR BALDWIN COUNTY  
COMMISSION PROJECT  
"CONSTRUCTION OF A NEW BALDWIN  
COUNTY ANIMAL SHELTER INTAKE BUILDING  
LOCATED IN SUMMERDALE, ALABAMA"  
All prospective Bidders must be pre-  
qualified with the Baldwin County Commis-  
sion to bid  
on the construction of an intake building for  
the Baldwin County Animal Shelter located  
in Summerdale, Alabama. Pre-qualification  
Applications are available from  
Wanda Gautney, Baldwin County Purchasing  
Department, 257 Hand Avenue, Bay Minette,  
Alabama 36507. Failure to submit such ap-  
plication shall render the Bidder non-  
responsive and will not be permitted to bid  
on this project. To pre-qualify with the Com-  
mission, each prospective Bidder must fur-  
nish written evidence of competency and  
evidence of financial responsibility to the  
County. Accordingly, the County will not ac-  
cept Pre-qualification Applications after  
2:30 P.M. on October 7, 2020. Upon submit-  
tal of the Pre-qualification Application, the  
owner may make such investigations as he  
deems necessary to determine the ability of  
the Bidder to perform the work, and the Bid-  
der shall furnish to the Owner all such infor-  
mation and data for this purpose as the  
Owner may request. The Owner reserves the  
right to reject any Application if the evidence  
submitted by, or investigation of, such Bid-  
der fails to satisfy the Owner that such Bid-  
der is properly qualified to carry out the obli-  
gations of the Agreement and to complete  
the Work. All Applicants will be notified prior  
to Bid.

Project Description:  
Construction of an Intake Building for the  
Baldwin County Animal Shelter located in  
Summerdale, Alabama  
The Work consists of the following general  
scope.

The site of the proposed work will be located  
at 15050 County Road 49, Summerdale, AL  
36580. The existing facility will be demol-  
ished for construction of the new facility.  
Special care will be taken during the demoli-  
tion process in order to retain and store se-  
lect existing facility items per the County's  
direction. The new building consists of  
13,677 square feet (10,764 square feet heat-  
ed and cooled.) The work will include, but is  
not limited to, site and building demolition,  
site grading, site drainage, concrete slabs  
and walks, concrete masonry unit structural  
walls, pre-manufactured wood trusses,

metal roof panel system, stucco, cement  
board trim and soffits, metal stud furr-outs,  
gypsum board ceilings, acoustic tile ceilings,  
interior and exterior chain-link fencing,  
galvanized hollow metal doors and frames,  
solid core wood doors, specialty kennel  
equipment, interior epoxy paint and latex  
paint finishes, plumbing, mechanical, elec-  
trical work, and communications rough-in.  
The work will include all materials, labor,  
tools, expendable equipment and transpor-  
tation services, and all incidental items nec-  
essary to perform and complete, in a work-  
manlike manner, the work required to com-  
plete the project.  
Estimated Construction Cost:  
\$3,564,024.65  
PRESS REGISTER  
September 18, 25, October 2, 2020



ADVERTISEMENT

PRE-QUALIFICATION FOR BALDWIN  
COUNTY COMMISSION PROJECT

**\*CONSTRUCTION OF A NEW BALDWIN  
COUNTY ANIMAL SHELTER INTAKE  
BUILDING LOCATED IN SUMMERDALE,  
ALABAMA\***

All prospective Bidders must be pre-qualified with the Baldwin County Commission to bid on the construction of an intake building for the Baldwin County Animal Shelter located in Summerdale, Alabama. Pre-qualification Applications are available from Wanda Gurney, Baldwin County Purchasing Department, 257 Hand Avenue, Bay Minette, Alabama 36507. Failure to submit such application shall render the Bidder non-responsive and will not be permitted to bid on this project. To pre-qualify with the Commission, each prospective Bidder must furnish written evidence of competency and evidence of financial responsibility to the County. Accordingly, the County will not accept Pre-qualification Applications after 2:30 P.M. on October 7, 2020. Upon submission of the Pre-qualification Application, the owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Application if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work. All Applicants will be notified prior to Bid.

**Project Description:**

Construction of an Intake Building for the Baldwin County Animal Shelter located in Summerdale, Alabama

**The Work consists of the following general scope**

The site of the proposed work will be located at 15950 County Road 49, Summerdale, AL 36580. The existing facility will be demolished for construction of the new facility. Special care will be taken during the demolition process in order to retain and store select existing facility items per the County's direction. The new building consists of 13,677 square feet (10,764 square feet heated and cooled). The work will include, but is not limited to, site and building demolition, site grading, site drainage, concrete slabs and walls, concrete masonry unit structural walls, pre-manufactured wood trusses, metal roof panel system, stucco, cement board trim and soffits, metal stud furr-outs, gypsum board ceilings, acoustic tile ceilings, interior and exterior chain-link fencing, galvanized hollow metal doors and frames, solid core wood doors, specialty kennel equipment, interior epoxy paint and latex paint finishes, plumbing, mechanical, electrical work, and communications rough-in. The work will include all materials, labor, tools, expendable equipment and transportation services, and all incidental items necessary to perform and complete, in a workman-like manner, the work required to complete the project.

Estimated	Construction	Cost:
\$3,564,824.65		
Mont. Adv. 9/18, 9/25, 10/2/2020		
0004375840		

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Daily-Montgomery, Montgomery County, AL



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0116, **Version:** 1

**Item #:** BE11

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Tyler Mitchell, Construction Manager

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

---

### ITEM TITLE

Quotes for the Installation of Helper Bents Pine Grove Road Extension over Styx River for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the lowest quote to **Newell and Bush, Inc.** in the amount of \$49,900.00 for the installation of helper bents for the Pine Grove Road Extension over Styx River bridge and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

### BACKGROUND INFORMATION

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

**Background:** Highway Department staff solicited quotes for the installation of helper bents on the Pine Grove Road Extension over Styx River bridge (Bridge #019). The lowest quote was received from Newell and Bush, Inc. During an inspection of the bridge, County personnel noted crushing and slitting of abutment piles and lowered the substructure grade resulting in required load posting of the bridge. The proposed work includes constructing steel helper bents beside both abutments to provide structural support as a temporary measure until the bridge can be replaced. Funding for the design of a new bridge to replace this structure was approved under the FY21 budget.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$49,900.00

**Budget line item(s) to be used:** HW21110000.5150

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

Yes - per Highway staff, this project is to be funded via 53120; Budget staff will ensure budget transfer is made.

**LEGAL IMPACT**

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

Standard County Public Works Contract

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 11/3/2020

**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 Vendors

**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

### SCOPE OF WORK

October 1, 2020

BALDWIN COUNTY PROJECT  
 INSTALLATION OF HELPER BENTS  
 PINE GROVE ROAD EXTENSION OVER STYX RIVER

#### SUMMARY OF QUANTITIES

PAY ITEM	NEEDED TOTALS	COUNTY SUPPLIED	CONTRACTOR SUPPLIED
Base Bid			
10" H-pile	260 LF	200 LF	60 LF
I Beam Cap 17" X 12"	68 LF	68 LF	
Alternate at Bent 2			
10" H-pile	260 LF		260 LF
S18 X 54.7 Cap	68 LF		68 LF

#### PROJECT NOTES:

1. The County will provide varying length pile totaling approximately 200 LF. Contractor shall provide additional pile of matching dimensions to meet required quantities. A Vibro-Hammer shall be used to install piles to required bearing. Welded connections for splices shall be used. All work shall be done with approved methods, material and experienced personnel.
2. The County will provide (2) pile caps approximately 34 LF per cap.
3. The County will remove the existing guardrail, posts, and spacer blocks and replace when necessary.
4. For this specific operation traffic control will be provided by Baldwin County and the bridge will be closed.
5. The structure is weight-restricted, but the County will consider approving an engineered plan to place a crane, cherry-picker etc. on the deck to facilitate ease in construction.
6. The following price shall include all labor, materials, equipment, overhead, profit, insurance, etc., to cover the finished work of the kinds called for.
7. Work shall include construction of the helper bents as detailed in the attached drawing at Abutments 1 and 3. Bent 2 to be included at discretion of the County.
8. All welding and cutting, bolts, shims, plates, labor and any other items needed to complete the repair shall be a subsidiary obligation of the pile cap installation.



9. Cutting piles shall be a subsidiary obligation of piling driven.
10. All materials must conform to ALDOT Standard Specifications for Highway Construction, 2018 Edition.
11. Painting or coating will not be required.
12. The Bidder must understand that the County may reduce line-item quantities so as not to overrun the budget for this project.
13. Pile shall be driven according to ALDOT SPECS.
14. If it is required that the contractor must supply the piling, it must be inspected and approved first by the County before being used for construction.
15. Additional helper bents at Bent 2 will be an alternate for this project. All materials and labor will be furnished by the contractor for Bent 2. All materials provided can be previously used but will be inspected by Baldwin County before acceptance for use for this project.
16. Contractor shall locate and protect all utilities within the work area prior to starting work. It will be the contractor's responsibility at his expense to repair any utilities damaged by his work.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST
1	Pilings Furnished By County and Driven By Contractor	200	LF	150.00	30,000.00
2	Pilings Furnished By Contractor and Driven By Contractor	60	LF	174.00	10,440.00
3	Caps Furnished By County and Installed By Contractor	68	LF	95.00	6,460.00
4	Cost For Splicing Piles	10	EACH	300.00	3,000.00
TOTAL BASE BID					49,900.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST
A1	Bent 2 (Alternate) Piling Furnished and Driven By Contractor	260	LF	185.00	48,100.00
A2	Bent 2 (Alternate) Cap Furnished and Installed By Contractor	68	LF	200.00	13,600.00
TOTAL ALTERNATE BID					61,700.00

NUMBER OF **WORKING DAYS** FOR COMPLETION OF BASE BID 5 WORKING DAYS.  
 AN ADDITIONAL NUMBER OF 2 WORKING DAYS WILL BE PROVIDED IF COUNTY  
 ELECTS TO GO WITH THE BENT 2 ALTERNATE.

ALL QUOTES MUST BE TURNED IN TO THE BALDWIN COUNTY HIGHWAY  
 DEPARTMENT AT 22070 HIGHWAY 59 ROBERTSDALE, AL 36567. **ATT: JEREMY  
 HOWELL** BY 11:00am ON OCTOBER 9th 2020.

ANY BIDS RECEIVED AFTER 11:00 AM WILL NOT BE CONSIDERED.

CONTRACTOR SHALL BEGIN WORK NO LATER THAN 15 DAYS AFTER RECEIVING  
 THE NOTICE TO PROCEED.

Company Name:

Newell & Bush, Inc.

Signature:

[Signature]



**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

**SCOPE OF WORK**

October 1, 2020

BALDWIN COUNTY PROJECT  
INSTALLATION OF HELPER BENTS  
PINE GROVE ROAD EXTENSION OVER STYX RIVER

**SUMMARY OF QUANTITIES**

PAY ITEM	NEEDED TOTALS	COUNTY SUPPLIED	CONTRACTOR SUPPLIED
Base Bid			
10" H-pile	260 LF	200 LF	60 LF
I Beam Cap 17" X 12"	68 LF	68 LF	
Alternate at Bent 2			
10" H-pile	260 LF		260 LF
S18 X 54.7 Cap	68 LF		68 LF

**PROJECT NOTES:**

1. The County will provide varying length pile totaling approximately 200 LF. Contractor shall provide additional pile of matching dimensions to meet required quantities. A Vibro-Hammer shall be used to install piles to required bearing. Welded connections for splices shall be used. All work shall be done with approved methods, material and experienced personnel.
2. The County will provide (2) pile caps approximately 34 LF per cap.
3. The County will remove the existing guardrail, posts, and spacer blocks and replace when necessary.
4. For this specific operation traffic control will be provided by Baldwin County and the bridge will be closed.
5. The structure is weight-restricted, but the County will consider approving an engineered plan to place a crane, cherry-picker etc. on the deck to facilitate ease in construction.
6. The following price shall include all labor, materials, equipment, overhead, profit, insurance, etc., to cover the finished work of the kinds called for.
7. Work shall include construction of the helper bents as detailed in the attached drawing at Abutments 1 and 3. Bent 2 to be included at discretion of the County.
8. All welding and cutting, bolts, shims, plates, labor and any other items needed to complete the repair shall be a subsidiary obligation of the pile cap installation.



9. Cutting piles shall be a subsidiary obligation of piling driven.
10. All materials must conform to ALDOT Standard Specifications for Highway Construction, 2018 Edition.
11. Painting or coating will not be required.
12. The Bidder must understand that the County may reduce line-item quantities so as not to overrun the budget for this project.
13. Pile shall be driven according to ALDOT SPECS.
14. If it is required that the contractor must supply the piling, it must be inspected and approved first by the County before being used for construction.
15. Additional helper bents at Bent 2 will be an alternate for this project. All materials and labor will be furnished by the contractor for Bent 2. All materials provided can be previously used but will be inspected by Baldwin County before acceptance for use for this project.
16. Contractor shall locate and protect all utilities within the work area prior to starting work. It will be the contractor's responsibility at his expense to repair any utilities damaged by his work.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST
1	Pilings Furnished By County and Driven By Contractor	200	LF	38 <sup>00</sup>	7,400 <sup>00</sup>
2	Pilings Furnished By Contractor and Driven By Contractor	60	LF	107 <sup>00</sup>	6,420 <sup>00</sup>
3	Caps Furnished By County and Installed By Contractor	68	LF	1,010 <sup>00</sup>	68,680 <sup>00</sup>
4	Cost For Splicing Piles	10	EACH	500 <sup>00</sup>	5,000 <sup>00</sup>
TOTAL BASE BID					\$87,700 <sup>00</sup>

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST
A1	Bent 2 (Alternate) Piling Furnished and Driven By Contractor	260	LF	44 <sup>00</sup>	11,440 <sup>00</sup>
A2	Bent 2 (Alternate) Cap Furnished and Installed By Contractor	68	LF	180 <sup>00</sup>	12,240 <sup>00</sup>
TOTAL ALTERNATE BID					\$23,680 <sup>00</sup>

NUMBER OF **WORKING DAYS** FOR COMPLETION OF BASE BID 5 WORKING DAYS.  
 AN ADDITIONAL NUMBER OF 2 WORKING DAYS WILL BE PROVIDED IF COUNTY  
 ELECTS TO GO WITH THE BENT 2 ALTERNATE.

ALL QUOTES MUST BE TURNED IN TO THE BALDWIN COUNTY HIGHWAY  
 DEPARTMENT AT 22070 HIGHWAY 59 ROBERTSDALE, AL 36567. **ATT: JEREMY  
 HOWELL** BY 11:00am ON OCTOBER 9th 2020.

ANY BIDS RECEIVED AFTER 11:00 AM WILL NOT BE CONSIDERED.

CONTRACTOR SHALL BEGIN WORK NO LATER THAN 15 DAYS AFTER RECEIVING  
 THE NOTICE TO PROCEED.

Company Name:

MCTHUS CONSTRUCTION, LLC

Signature:

[Signature]

State of Alabama        )  
County of Baldwin     )

## CONTRACT FOR PUBLIC WORKS SERVICES

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

### WITNESSETH:

**Whereas**, the Baldwin County Commission staff obtained a quote for the installation of helper bents for Pine Grove Road Ext. over Styx River Bridge; and

**Whereas**, PROVIDER presented the lowest quote to the COUNTY.  
Therefore, COUNTY wishes to retain PROVIDER, and PROVIDER wishes to provide those services hereinafter set out under the following terms and conditions.

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

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

- i. COUNTY:               Baldwin County, Alabama
- ii. COMMISSION:       Baldwin County Commission
- iii. PROVIDER:         Newell and Bush, Inc.

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

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

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

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This agreement represents the entire and integrated agreement between 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.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

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

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Newell and Bush, Inc.  
PO Box 240397  
Montgomery, AL 36124  
ATTN: Debra Turner

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

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

**“Quote for the Installation of Helper Bents on Pine Grove Road Ext. over Styx River Bridge” as described in “Attachment A.”**

i. 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.

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

iii. 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.**

i. 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.

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

**XVIII. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10)

days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid **\$49,900.00**. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

**XXII. Effective and Termination Dates.** This Contract shall be effective upon the same date as its full execution and commence within fifteen (15) days from the Notice to Proceed, and shall terminate upon either five (5) days following the commencement of work or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

**XXIV. Indemnification.** To the fullest extent allowed by law, Provider shall indemnify, defend and hold County and its Commissioners, affiliates,



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

**XXV. Number of Originals.** This Agreement shall be executed with three (3) originals, both of which are equally valid as an original.

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

**XXVII: Insurance:** Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at 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 Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

\_\_\_\_\_  
JOE DAVIS III, Chairman /Date

\_\_\_\_\_  
Wayne Dyess /Date  
County Administrator

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Joe Davis III, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of \_\_\_\_\_, 2020.

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

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

*Newell and Bush, Inc.*

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

State of \_\_\_\_\_)

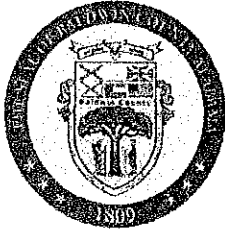
County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of Newell and Bush, Inc., whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, executed the same voluntarily on the day the same bears date for and as an act of said Newell and Bush, Inc.

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

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

# "ATTACHEMENT 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

### SCOPE OF WORK

October 1, 2020

BALDWIN COUNTY PROJECT  
INSTALLATION OF HELPER BENTS  
PINE GROVE ROAD EXTENSION OVER STYX RIVER

#### SUMMARY OF QUANTITIES

PAY ITEM	NEEDED TOTALS	COUNTY SUPPLIED	CONTRACTOR SUPPLIED
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I Beam Cap 17" X 12"	68 LF	68 LF	
Alternate at Bent 2			
10" H-pile	260 LF		260 LF
S18 X 54.7 Cap	68 LF		68 LF

#### PROJECT NOTES:

1. The County will provide varying length pile totaling approximately 200 LF. Contractor shall provide additional pile of matching dimensions to meet required quantities. A Vibro-Hammer shall be used to install piles to required bearing. Welded connections for splices shall be used. All work shall be done with approved methods, material and experienced personnel.
2. The County will provide (2) pile caps approximately 34 LF per cap.
3. The County will remove the existing guardrail, posts, and spacer blocks and replace when necessary.
4. For this specific operation traffic control will be provided by Baldwin County and the bridge will be closed.
5. The structure is weight-restricted, but the County will consider approving an engineered plan to place a crane, cherry-picker etc. on the deck to facilitate ease in construction.
6. The following price shall include all labor, materials, equipment, overhead, profit, insurance, etc., to cover the finished work of the kinds called for.
7. Work shall include construction of the helper bents as detailed in the attached drawing at Abutments 1 and 3. Bent 2 to be included at discretion of the County.
8. All welding and cutting, bolts, shims, plates, labor and any other items needed to complete the repair shall be a subsidiary obligation of the pile cap installation.

9. Cutting piles shall be a subsidiary obligation of piling driven.
10. All materials must conform to ALDOT Standard Specifications for Highway Construction, 2018 Edition.
11. Painting or coating will not be required.
12. The Bidder must understand that the County may reduce line-item quantities so as not to overrun the budget for this project.
13. Pile shall be driven according to ALDOT SPECS.
14. If it is required that the contractor must supply the piling, it must be inspected and approved first by the County before being used for construction.
15. Additional helper bents at Bent 2 will be an alternate for this project. All materials and labor will be furnished by the contractor for Bent 2. All materials provided can be previously used but will be inspected by Baldwin County before acceptance for use for this project.
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3	Caps Furnished By County and Installed By Contractor	66	LF	95.00	6,460.00
4	Cost For Splicing Piles	10	EACH	300.00	3,000.00
TOTAL BASE BID					49,900.00

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A2	Bent 2 (Alternate) Cap Furnished and Installed By Contractor	66	LF	200.00	13,200.00
TOTAL ALTERNATE BID					61,300.00

NUMBER OF **WORKING DAYS** FOR COMPLETION OF BASE BID 5 WORKING DAYS.  
 AN ADDITIONAL NUMBER OF 2 WORKING DAYS WILL BE PROVIDED IF COUNTY  
 ELECTS TO GO WITH THE BENT 2 ALTERNATE.

ALL QUOTES MUST BE TURNED IN TO THE BALDWIN COUNTY HIGHWAY  
 DEPARTMENT AT 22070 HIGHWAY 59 ROBERTSDALE, AL 36567. **ATT: JEREMY  
 HOWELL** BY 11:00am ON OCTOBER 9th 2020.

ANY BIDS RECEIVED AFTER 11:00 AM WILL NOT BE CONSIDERED.

CONTRACTOR SHALL BEGIN WORK NO LATER THAN 15 DAYS AFTER RECEIVING  
 THE NOTICE TO PROCEED.

Company Name: Newell & Bush, Inc.

Signature: [Signature]

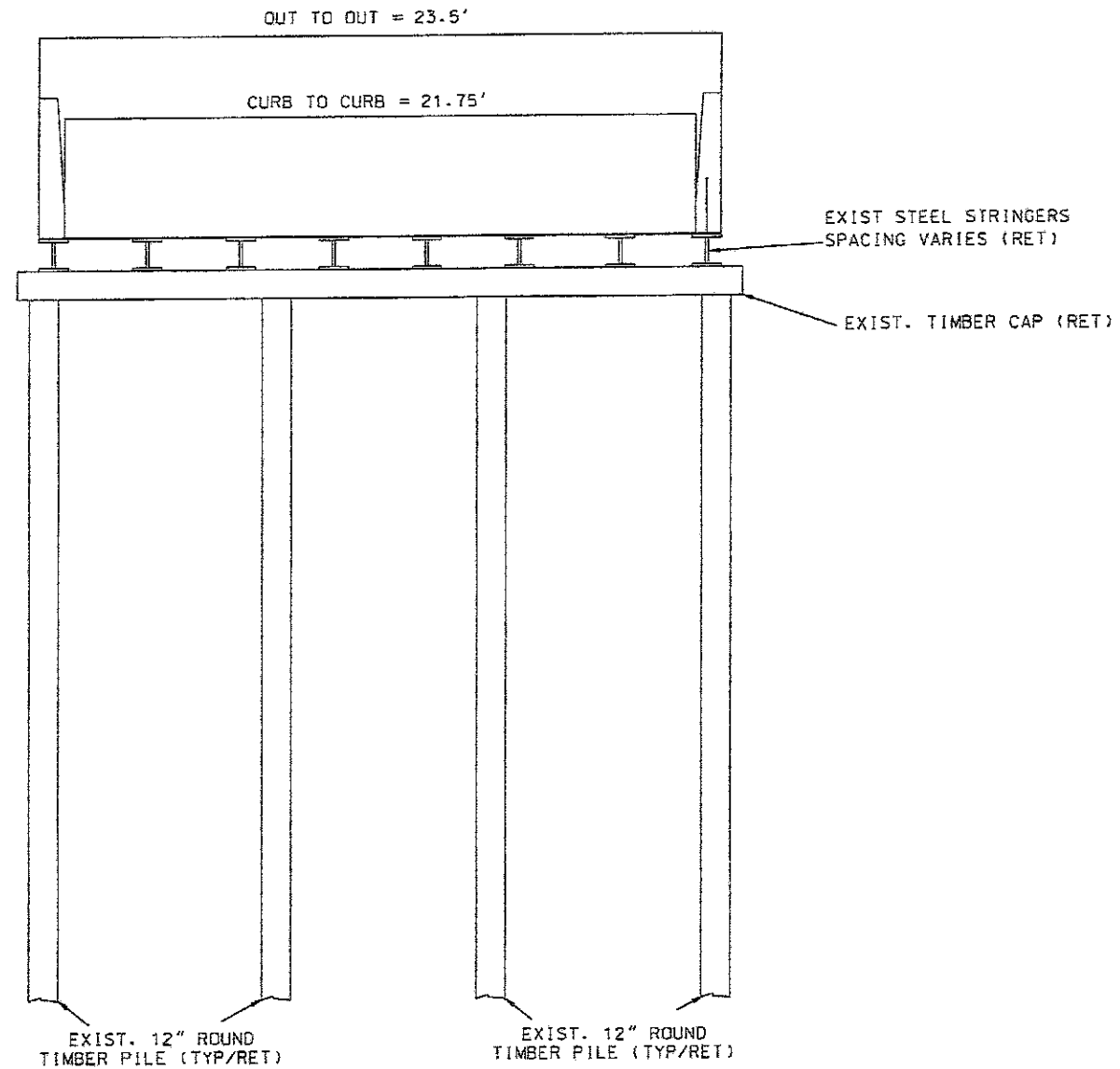
PROJECT NO.

FISCAL YEAR

SHEET NO.

2021

1



PROFILE VIEW EXISTING

NTS

PROJECT NO.

FISCAL YEAR

SHEET NO.

2021

2

OUT TO OUT = 23.5'

CURB TO CURB = 21.75'

17"X12"X34' BEAM  
COUNTY SUPPLIED

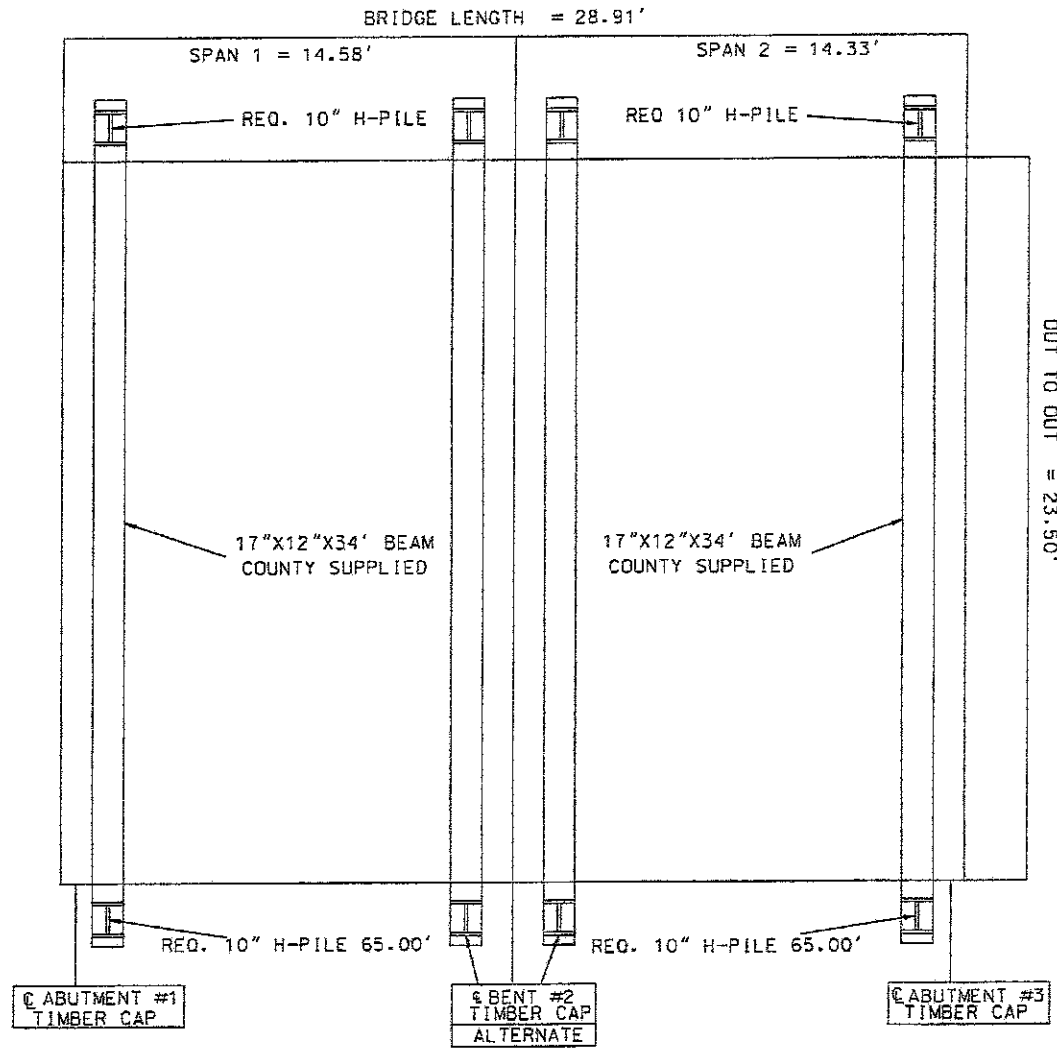
REQ. 10" H-PILE 65.00'

REQ. 10" H-PILE 65.00'

EXIST. 12" ROUND  
TIMBER PILE (TYP/RET)EXIST. 12" ROUND  
TIMBER PILE (TYP/RET)PROFILE VIEW PROPOSED

NTS

PROJECT NO.	FISCAL YEAR	SHEET NO.
	2021	3



PLAN VIEW PROPOSED  
NTS



STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC  
WORKS PROJECT

BALDWIN COUNTY

THE UNDERSIGNED hereby certifies that the following described final  
Contract(s) and/or bond(s) to be awarded is let in compliance with Title 39, Code of  
Alabama, 1975, and all other applicable provisions of law, to-wit:

**“Quote for the Installation of Helper Bents Pine Grove Road Extension  
over Styx River for the Baldwin County Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the \_\_\_\_ day of  
\_\_\_\_\_, 2020.

BALDWIN COUNTY COMMISSION

By: \_\_\_\_\_  
As Its Chairman

ATTEST:

By: \_\_\_\_\_  
As Its County Administrator



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0096, **Version:** 1

**Item #:** BE12

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Deidra Hanak, Personnel Director

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

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### **ITEM TITLE**

Request for Proposals (RFP) for Health Insurance Brokers/Consultants Services for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Approve the attached Request for Proposals (RFP) for Health Insurance Brokers/Consultants Services and authorize the Purchasing Director to advertise the RFP.

### **BACKGROUND INFORMATION**

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

**Background:** Staff is requesting that the Commission approve the attached solicitation for the Health Insurance Brokers/Consultants Services. The current contract the County has for these services is three (3) years. The Insurance Broker/Consultant services will help implementation, maintenance, and improvements of the County Commission's group insurance programs.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: 11/03/2020**

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

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

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



**REQUEST FOR PROPOSALS  
For  
HEALTH INSURANCE BROKER SERVICES**

**FOR THE County of Baldwin, Alabama**

**TO SELECT AN AGENT OF RECORD AND BROKER FOR HEALTH INSURANCE  
AND RELATED ANCILLARY PRODUCTS**

**INVITATION**

Baldwin County Commission is soliciting proposals from insurance brokers/consultants qualified to perform and interested in providing Employee Benefit brokerage and consulting services for Baldwin County Commission.

Interested and qualified brokers/consultants who have demonstrated their ability at comparable work are invited to submit proposals.

*Please note that CLIENT NAME is not asking for, nor authorizing your soliciting quotes from insurance carriers.*

**SUBMISSION PROCEDURES, REQUIREMENTS**

One original and five (5) copies of the proposal must be received by the County prior to **2:00 P.M., (Central Standard Time) on December 11, 2020**. All copies of the proposal must be under sealed cover and plainly marked. **No emailed or faxed proposals will be accepted.**

Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Manager  
312 Courthouse Square, Suite 15 (mailing address)  
257 Hand Avenue (physical address)  
Bay Minette, AL 36507  
Phone: (251) 580-2520

**INQUIRIES AND QUESTIONS**

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Manager, at [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov) no later than **2:00 P.M., Central Standard Time, on December 1, 2020**. All questions that are submitted will be consolidated and answered and posted to the County website by 4:30 P.M., Central Standard Time, on December 7, 2020.



## **BACKGROUND ON BALDWIN COUNTY COMMISSION**

Baldwin County Commission employs approximately 700 employees and the Baldwin County Sheriff's Department employees approximately 350 employees. Baldwin County is currently a fully funded health insurance provider to their employees.

## **BALDWIN COUNTY COMMISSION CURRENT PROGRAMS**

- Health Insurance
- Dental Insurance (Self-funded)
- Long-Term Disability
- Short-Term Disability
- Life Insurance and AD & D (\$30,000)
- Voluntary Life Insurance
- Vision Insurance
- Deferred Compensation 457
- Flexible Spending Account
- Employee Assistance Program

## **SCOPE OF SERVICES**

Baldwin County Commission is seeking a broker/consultant to perform the full range of services related to the design, implementation, maintenance, communication, and improvement of Baldwin County Commission's group insurance programs. This includes, but not limited to:

- Assisting the Personnel Department in administering all group insurance plans, responding to questions from and providing information to staff, and providing other consulting services during the course of the plan year.
- Assist Baldwin County Commission in complying with laws and regulations related to employee benefits.
- Review claims experience, claim service, and claim administration to ensure maximum benefit to Baldwin County Commission.
- Determine and recommend the most economical funding methods for the benefit programs and strike a balance between cost and comprehensiveness of the programs.
- Develop a solicitation/negotiation strategy and participate with Baldwin County Commission in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design, and special terms and conditions.
- Meet and provide reports to various Baldwin County Commission representatives including Finance.



- Assistant Baldwin County Commission with the implementation and communication of new programs or changes to existing programs, which will include attending and presenting information at Open Enrollment meetings.
- Research any new developments in the law and employee benefit programs on an ongoing basis.
- As requested by Baldwin County Commission, prepare bid specifications and solicit proposals from insurance markets which specialize in group insurance plans as needed. Evaluate bids and bidders, including administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies, financial soundness, and identify the most cost-beneficial package from among the various bidders.
- Interface with insurance carriers as needed to assist Baldwin County Commission in the resolution of problems associated with benefits programs.

#### **SCHEDULE FOR THE RFP**

- RFP distributed November 3, 2020
- Responses to RFP Due December 11, 2020
- Appropriate committee review responses
- Conduct interviews with selected broker/consultants
- Select broker/consultant

#### **FINAL EVALUATION AND SELECTION**

Based on a review of the written response, Baldwin County Commission will select a short list of candidates who may be asked to make an oral presentation to be arranged at a mutually convenient time at Baldwin County Commission offices in Bay Minette, AL. This presentation is expected to confirm proposal representations; supplement information obtained through the proposal process and give Baldwin County Commission the opportunity to meet the individuals who would be assigned to our account.

Each selected finalist will be evaluated with consideration given to how they best meet the needs of the Baldwin County Commission and the basis of capabilities described in their written proposal and oral presentation. The organization that best matches Baldwin County Commission's objectives will be selected.



## **GENERAL INFORMATION**

All proposals and related materials become the property of Baldwin County Commission and may be returned only at its option.

Baldwin County Commission is not obligated to accept any proposal or to negotiate with any proposal. All transactions are subject to the final approval of Baldwin County Commission who reserves the right to reject any or all proposals without cause of liability.

All costs directly or indirectly related to responding to this RFP (including all cost incurred in supplementary documentation, information or presentation) will be borne by the proposer.

## **PRIME VENDOR RESPONSIBILITIES**

Service Provider will assume responsibility for delivery of services and application performance, regardless whether or not the Service Provider subcontracts any of these items and services. The Service Provider 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. Service Provider will be totally responsible for all obligations outlined under this RFP.

## **HOLD HARMLESS PROVISION**

The vendor shall at all times indemnify and save harmless the County and its Departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the 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.

## **SERVICE PROVIDER QUALIFICATIONS**

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non confidential evidence or documentation is encouraged to be submitted with the Bid Package.



All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at [www.baldwincountyal.gov](http://www.baldwincountyal.gov)

**All vendors must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.**

## **CONTRACTORS AND SUBCONTRACTORS AND INSURANCE**

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance has not been 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**

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

## **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

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





## **QUESTIONS**

### **COMPANY OVERVIEW**

1. Briefly describe your organization, including number of locations and employees.
2. Briefly describe your organization's history.
3. What are your organization's core values?
4. Provide your organization's Dun & Bradstreet number.
5. Provide your most recent audited financial statements, and if applicable, those of your parent company, along with your annual report.
6. Describe how your organization complies with Sarbanes-Oxley.
7. Provide proof your company carries Errors and Omission (E&O) insurance coverage.
8. Please indicate if you had any claims files against your for Errors and Omissions in the last five years and provide a short description of such claims.
9. Provide certification of ISO accreditation.
10. Describe your organization's policy around maintain client records in a HIPAA secure environment.
11. Describe your organization's policy and/or practices with using diverse suppliers.

### **THE TEAM**

12. Provide a brief overview of your firm and how it differs from your competitors.
13. Provide the name and contact information of the primary contact, as well as other key consulting staff who will be assigned to our account. Describe their relevant work experience, credentials, and the role they will play on our account.

### **EXPERIENCE AND REFERENCES**

14. What is your client retention rate?
15. What size client does your organization generally support?



16. Provide at least three references of equivalent clients (similar employee size, industry, geographical dispersion, complexity and or programs offered). Include the contact name, address, phone number, email, and the number of years you have provided consulting services to this client.
17. Your firm's relationship to insurance underwriters, wholesalers, reinsurance companies, and any other insurance activity.

### **BROKERAGE AND CONSULTING SERVICES**

18. Please provide an overview of your Brokerage and Consulting Services related to our health and welfare plans.
19. Describe how you propose to transition our account to your organization, should your organization be selected.
20. Describe your services for program renewals and marketing, including Request for Proposal (RFP), Proposal Analysis, Carrier Selection and Implementation.
21. How do you monitor the performance of carriers and vendors?
22. Describe how your firm can support us in evaluating and/or selecting a private exchange solution.
23. What can we expect for the day-to-day servicing of our account?
24. Describe how your organization tracks objectives and activities associated with our organization.
25. Provide an overview of your reporting and analytics capabilities.
26. Describe any services you offer around employee focus groups and/or employees surveys.

### **SUBJECT MATTER EXPERTISE**

27. What types of Subject Matter Experts do you have and what types of services do they provide?
28. What types of communication strategies can your organization provide to engage our employees, educate their families and drive action?
29. What type of HR consulting and expertise can your organization provide?
30. Does your organization offer compensation consulting?



31. Describe your organization's services to directly assist our organization in maintaining compliance with Federal regulations related to health and welfare plans.
32. Describe how your organization will provide strategic and actionable support around Health Care Reform.
33. Describe your organization's resources and/or approach to wellness and health outcomes with regard to both an individual's health and our organization's cost.
34. How does your organization update clients on HR and benefit trends, regulations and best practices?

#### **ADDITIONAL SERVICES AND EXPERTISE**

35. Please provide an overview of additional services and expertise you have available to control our health care cost and manage our programs.

#### **OUTSOURCING AND PARTNERSHIP SERVICES**

36. What services do you provide through integrated partner solutions?

#### **FEES AND SERVICE LEVEL AGREEMENTS**

37. What is your overall philosophy regarding compensation arrangements?
38. Please describe your company's philosophy on contingency fees.
39. What is your commission/fee structure?



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0118, **Version:** 1

**Item #:** BE13

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Sheriff, Hoss Mack/Coroner, Brian Pierce

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

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### **ITEM TITLE**

Transfer of One (1) Vehicle from the Baldwin County Sheriff's Office to the Baldwin County Coroner's Office

### **STAFF RECOMMENDATION**

Approve the transfer of one (1) 2006 Ford Expedition, VIN #1FMPU15556LA53728 from the Baldwin County Sheriff's Office to the Coroner's Office at no charge and authorize the Chairman to execute the Fixed Asset Change Form.

### **BACKGROUND INFORMATION**

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

**Background:** The Coroner Brian Pierce is in need of a vehicle that can be used by his on-call Deputy Coroner to help eliminate monthly mileage and remove private vehicles from death scenes. The Sheriff's Office has a surplus 2006 Ford Expedition that is no longer needed in their Department. The Sheriff, Hoss Mack has agreed to transfer the 2006 Ford Expedition, VIN #1FMPU15556LA53728 that is in good condition to the Coroner Office - Cost Center (54200) at no charge.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 11/03/2020

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

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

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

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 10/16/2020

Fixed Asset: 0007545

Year: 2006

Model: Ford Expedition

S/N: 1FMPU15556LA53728

Tag #: 24060 CO

Mileage: 150,015

Value: \$1,489.00

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office Department will be:

Transferred to: Baldwin County Coroner's Office

Sold to: \_\_\_\_\_

Stored at/for: \_\_\_\_\_

Scrapped because: \_\_\_\_\_

Other: \_\_\_\_\_

☒ Department Head relinquishing  
fixed asset item

\_\_\_\_\_  
Department Head accepting  
fixed asset item

\_\_\_\_\_  
APPROVED, Baldwin County Commission

\_\_\_\_\_  
Date APPROVED



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0145, **Version:** 2

**Item #:** BE14

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** Replacement

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

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

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### **ITEM TITLE**

\*Resolution #2021-016 - Authorization for the Issuance, Sale, Delivery and Payment of a \$35,000,000 Maximum Principal Amount General Obligation Taxable Warrant, Series 2020-C

### **STAFF RECOMMENDATION**

Related to the General Obligation Taxable Warrant, Series 2020-C, take the following actions:

1. Approve and adopt Resolution #2021-016 authorizing the issuance, sale, delivery and payment of a \$35,000,000 maximum principal amount general obligation taxable warrant, Series 2020-C, to be dated the date of delivery, to Community Bank; and
2. Approve and authorize the execution of any and all documents necessary to complete the process of securing the line of credit related to the General Obligation Taxable Warrant, Series 2020-C.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** October 20, 2020 - Staff was authorized to pursue a line of credit related to disaster repairs and expenses.

**Background:** This item was replaced to add the Bank name, updated financial data, and final warrant documents.

Staff was authorized to pursue a line of credit related to disaster repairs and expenses in an amount not to exceed \$35,000,000. Staff was authorized to send out a Request for Proposals (RFP) to banks with all RFP responses being due to the Financial Advisor office no later than October 27, 2020. Upon review of RFP data and with the advice of Bond Counsel and the Financial Advisor, a bank has been selected. Staff is respectfully requesting the authorization to finalize the line of credit via the General Obligation Taxable Warrant, Series 2020-C.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Interest rate is 0.740%. There are no closing costs associated with

the warrant.

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

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

NA

**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:** NA

**Individual(s) responsible for follow up:** Accounting/Finance and Administration staff

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

Staff will ensure all documentation is signed, mailed/delivered, and recorded.

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



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**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING  
OF THE BALDWIN COUNTY COMMISSION**

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The Baldwin County Commission, the governing body of Baldwin County, met in regular public session at the Baldwin County Administration Building, County Commission Chambers, located at 322 Courthouse Square in the City of Bay Minette, Alabama, at 8:30 a.m. on the 3rd day of November, 2020. The meeting was called to order by the Chairman, and the roll was called with the following results:

Present:        Joe Davis III, Chairman  
                 James E. Ball, Vice-Chairman  
                 Billie Jo Underwood  
                 Charles F. "Skip" Gruber

Absent:         None

The Chairman stated that a quorum was present and that the meeting was open for the transaction of business.

\*   \*   \*

Thereupon, the following resolution and order was introduced in writing by the Chairman, and considered by the County Commission:

**RESOLUTION AND ORDER NO. 2021-016**

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**A RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE, SALE, DELIVERY, AND PAYMENT OF A \$35,000,000 MAXIMUM PRINCIPAL AMOUNT GENERAL OBLIGATION TAXABLE WARRANT, SERIES 2020-C, TO BE DATED THE DATE OF DELIVERY, TO Community Bank**

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BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION (the "Commission") OF BALDWIN COUNTY, ALABAMA (the "County") as follows:

**Section 1. Findings and Representations.**

The County, by and through its Commission, does hereby find and determine as follows:

(a) Hurricane Sally made landfall in the County on September 16, 2020 as a Category 2 Hurricane ("Sally") and caused significant damage. Sally's slow speed caused significant rain and flooding which resulted in even more severe tree, landscape, and vegetative damage to the County than expected.

(b) The currently estimates clean-up costs to be borne by the County, at least temporarily, are approximately \$50 million. The Federal Emergency Management Agency (FEMA), and other state and federal agencies, are expected to reimburse the County for approximately 87.5% of such costs. However, the County will not receive such funds for approximately 3-9 months.

(c) In anticipation of the receipt of such funds, the Commission has further found and determined that it is in the best financial interest of the County to obtain a revolving line of credit in the maximum principal amount of \$35,000,000 in order to pay such costs until the reimbursement funds are received, and to evidence such line of credit with the issuance and sale of its General Obligation Taxable Warrant, Series 2020-C, to be dated the date of delivery (the "Warrant"), to Community Bank (the "Bank").

(c) The assessed valuation of the taxable property in the County for the preceding fiscal year (ending September 30, 2020) is not less than \$4,774,758,180 (excluding motor vehicles). The total indebtedness of the County following the issuance of the Warrant chargeable against the debt limitation for the County prescribed by the Constitution of Alabama of 1901, as amended, will not be more than five percent thereof.

**Section 2. Authorization and Description of Warrant; Payments of Warrant.**

(a) The County is hereby authorized to deliver the Warrant to the Bank. The Warrant shall (1) be dated the date of delivery, (2) bear interest at a fixed interest rate equal to 0.740%, (3) be payable quarterly as to interest, with principal payable at maturity, (4) be subject to redemption prior to maturity at any time at the option of the County, and (5) be registered and transferred as provided in the form of the Warrant in Section 3 hereafter.

(b) The principal of and interest on the Warrant shall be payable in lawful money of the United States of America, at the designated office of the registered owner thereof at par and without discount, exchange or deduction or charge therefor.

**Section 3. Form of Warrant.**

(a) The Warrant shall be in substantially the following form:

**THIS WARRANT IS A RESTRICTED SECURITY WITHIN THE MEANING OF SECURITIES AND EXCHANGE COMMISSION ("SEC") RULE 144(a)(3) UNDER THE SECURITIES ACT OF 1933 ("1933 ACT") AND ANY SALE OR TRANSFER OF THIS WARRANT MUST BE MADE IN COMPLIANCE WITH THE CONDITIONS OF SEC RULE 144 OR RULE 144A UNDER THE 1933 ACT OR IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT.**

**UNITED STATES OF AMERICA  
STATE OF ALABAMA  
BALDWIN COUNTY  
GENERAL OBLIGATION TAXABLE WARRANT  
SERIES 2020-C**

**Date of Delivery: November 5, 2020**

**No. R-1**

**\$35,000,000**

**BALDWIN COUNTY**, a political subdivision organized and existing under and by virtue of the laws of the State of Alabama (herein called the "County"), for value received, hereby acknowledges itself indebted to and does hereby order and direct the County Administrator of the County to pay, solely out of the special warrant fund hereinafter described, to Community Bank, and its successors and assigns (the "Payee"), the principal sum of

**THIRTY-FIVE MILLION DOLLARS (\$35,000,000)**

or so much thereof as may be advanced or paid and re-advanced hereunder, as hereinafter provided, and to pay solely from said warrant fund interest on the unpaid balance of said principal amount advanced and outstanding hereunder from time to time, from the date advanced until payment in full, at a fixed per annum rate of interest equal to 0.740% (computed on the basis of the actual number of days elapsed over a 360-day year), said principal and interest being payable as follows:

(a) On January 1, 2021, and on each January 1, April 1, July 1, and October 1 thereafter, through and including October 1, 2022, the interest accrued on the outstanding principal balance of this Warrant to each such date of payment; and

(b) On November 5, 2022, the entire outstanding principal balance of this Warrant plus all accrued interest thereon.

Payment of the principal hereof and interest hereon shall be made at the office of the Payee or at such other place as shall be designated to the County in writing by the Payee, provided the final payment of principal of and interest on this Warrant shall be made only upon presentation and surrender of this Warrant to the County for cancellation.

The County may, on any date, pay in advance the entire unpaid principal balance of this Warrant or any lesser portion or portions thereof by paying to the Payee the principal amount to be prepaid, plus interest accrued on such principal amount to the date of such prepayment, without premium or penalty.

This Warrant is a master Warrant under a revolving line of credit extended by the Payee to the County, and it is contemplated that the proceeds of the loan evidenced hereby will be advanced, or paid and

re-advanced, by the Payee to the County in installments, as requested by the County (as to amount and date), and it is further contemplated that by reason of prepayments hereon there may be times when no indebtedness is owing hereunder; notwithstanding any such occurrence, this Warrant shall remain valid and shall be in full force and effect as to each principal advance made hereunder subsequent to each such occurrence. Each principal advance and each payment made on this Warrant shall be reflected by the notations made by the Payee on its internal records (which may be kept by computer or by other means determined by the Payee) and the Payee is hereby authorized so to record thereon all such principal advances and payments. The aggregate unpaid principal amount of this Warrant reflected on the internal records of the Payee (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Warrant outstanding and unpaid. No failure of the Payee so to record any advance or payment shall limit or otherwise affect the obligation of the County hereunder with respect to any advance, and no payment of the principal by the County shall be affected by the failure of the Payee so to record the same.

THIS WARRANT SHALL BE VALID AND ENFORCEABLE AS TO THE AGGREGATE PRINCIPAL AMOUNT ADVANCED AT ANY TIME HEREUNDER, WHETHER OR NOT THE FULL-FACE AMOUNT HEREOF IS ADVANCED.

This Warrant is issued pursuant to the Constitution and laws of the State of Alabama, including Section 11-28-1 et seq. of the ALA. CODE (1975), as amended, and a resolution and proceedings of the governing body of the County duly passed, held and conducted on November 3, 2020 (the “Authorizing Proceedings”).

The indebtedness evidenced and ordered paid by this Warrant is a general obligation of the County and the full faith and credit of the County are pledged to the payment of the principal and interest hereon.

The County established a special fund in the Authorizing Proceedings designated as the “Series 2020-C General Obligation Taxable Warrant Fund” for the payment of the principal of and interest on this Warrant, and has obligated itself to pay or cause to be paid into said Fund from the taxes and revenues of the County sums sufficient to provide for the payment of the principal of and interest on this Warrant as the same matures and comes due.

This Warrant is recorded and registered as to principal and interest in the name of the owner on the book of registration maintained for that purpose by the County. The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of and interest on this Warrant shall be made only to or upon the order of the registered owner hereof or its legal representative, and neither the County nor any agent of the County shall be affected by any notice to the contrary. Payment of principal of and interest on this Warrant shall be valid and effectual to satisfy and discharge the liability of the County upon this Warrant to the extent of the amounts so paid.

This Warrant may be transferred only upon written request of the registered owner or its legal representative addressed to the County, such transfer to be recorded on said book of registration and endorsed hereon by the County. Upon presentation to the County for transfer, this Warrant must be accompanied by a written instrument or instruments of transfer satisfactory to the County, duly executed by the registered owner or its attorney duly authorized in writing, and the County shall endorse on the schedule attached hereto for such purpose the principal amount of this Warrant unpaid and the interest accrued hereon to the date of transfer. No charge shall be made for the privilege of transfer, but the registered owner of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description and that all acts, conditions

and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant and the adoption of the Authorizing Proceedings have happened, do exist and have been performed in time, form and manner as so required.

IN WITNESS WHEREOF, the County, acting by and through its governing body, has caused this Warrant to be executed in its name and on its behalf by its Chairman and its county seal to be hereunto affixed and attested by its County Administrator, and has caused this Warrant to be dated November 5, 2020.

**BALDWIN COUNTY**

COUNTY SEAL

By \_\_\_\_\_  
Its Chairman

Attest: \_\_\_\_\_  
County Administrator

REGISTRATION CERTIFICATE

I hereby certify that this Warrant has been duly registered by me as a claim against Baldwin County and the Warrant Fund referred to herein.

\_\_\_\_\_  
County Administrator of Baldwin County

REGISTRATION OF OWNERSHIP

This Warrant is recorded and registered on the registry books of Baldwin County in the name of the last owner named below. The principal of and interest on this Warrant shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Authorized Officer of County</u>
<u>November 5 , 2020</u>	<u>Community Bank</u>	_____,County Administrator
_____	_____	_____
_____	_____	_____

ENDORSEMENT BY COUNTY OF UNPAID PRINCIPAL  
AND ACCRUED INTEREST ON DATE OF TRANSFER

<u>Date of Transfer</u>	<u>Principal Unpaid</u>	<u>Accrued Interest on Date of Transfer</u>	<u>Signature of Authorized Officer of County</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Section 4. Execution of the Warrant.**

The Warrant shall be manually executed in the name and on behalf of the County by the Chairman and shall be manually attested by the County Administrator of the County, and the official seal of the County shall be manually imprinted thereon. The Registration Certificate shall be manually executed by the County Administrator. The Registration of Ownership of the Warrant shall be manually executed by the County Administrator of the County who shall make the endorsements provided at the time of any transfer. Said officers are hereby directed to so manually execute, attest and register the Warrant and to make the appropriate endorsements and notations, if any, thereon.

**Section 5. General Obligation; Warrant Fund.**

(a) The Warrant and the interest thereon shall constitute a general obligation debt of the County. The Warrant is an obligation of the County to which the full faith and credit of the County is pledged.

(b) To secure the payment of the principal of and interest on the Warrant and to secure for the benefit of the registered owner of the Warrant the faithful performance of all of the covenants and provisions contained herein, in the manner and to the extent so provided, the County (1) does hereby pledge unto the registered owner of the Warrant and its registered assigns the full faith and credit of the County, (2) does hereby create and establish a special fund designated the "Series 2020-C General Obligation Taxable Warrant Fund" (the "Warrant Fund"), which shall be held by the Bank as custodian and paying agent of the Warrant, and will make the payments required to be made into the Warrant Fund established under this Authorizing Resolution, with the understanding that the interest payments shall be based on the new interest rate established herein, and (3) does hereby covenant and agree to pay or cause to be paid into the Warrant Fund a sufficient amount of the revenues and taxes of the County to pay the principal of and interest on the Warrant.

(c) The County further covenants and agrees to collect or cause to be collected all taxes and revenues when due and to apply the same as provided in this Resolution.

**Section 6. Expenses of Collection; Interest After Maturity.**

The County covenants and agrees that, if the principal of and interest on the Warrant are not paid promptly as such principal and interest matures and comes due, it will pay to the registered owner of the Warrant or its registered assignees all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee. If any amount of principal of and, to the extent legally enforceable, interest on, this Warrant shall not be paid when due, such amount shall bear interest at the same rate as the rate on the Warrant from the scheduled date of payment to the date such payment thereof is made.

#### **Section 7. No Federal Tax Exemption for Interest or “Bank-Qualified” Designation**

The interest received by the registered owner of the Warrant is includable as gross income for federal income taxation purposes under the Internal Revenue Code of 1986, as amended (the "Code"). The Warrant is not federally “tax-exempt” and will not be designated as “bank-qualified” under Section 265 of the Code.

#### **Section 8. Delivery of Warrant; Advances**

(a) The Chairman and the County Administrator, or either of them, are hereby authorized and directed to effect delivery of the Warrant to the Bank. The Chairman and the County Administrator, or either of them, are hereby further authorized and directed to execute and deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrant and the absence of pending or threatened litigation with respect thereto. The Chairman and the County Administrator are hereby authorized and directed to execute such other agreements as may reasonably be requested.

(b) The Chairman and the County Administrator or the Clerk Treasurer may request advances on the Warrant in writing to the Bank. Proceeds of the Warrant shall be wire-transferred to the account(s) designated by the County in writing to the Bank.

#### **Section 9. Events of Default**

The County agrees that its failure to pay the principal of or interest on the Warrant on any date on which any installment of principal of or interest on the Warrant shall become due and payable shall be an event of default with respect to the Warrant whereupon the registered owner of the Warrant may seek a writ of mandamus from a court of competent jurisdiction on such matter.

#### **Section 10. Severability.**

The provisions of this Resolution are severable. In the event that any one or more of such provisions or the provisions of the Warrant shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Resolution or of the Warrant, and this Resolution and the Warrant shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

#### **Section 11. Repeal of Conflicting Provisions.**

All resolutions, proceedings and orders or parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

#### **Section 12. Provisions of Resolution a Contract.**

The terms, provisions and conditions set forth in this Resolution constitute a contract between the County and the registered owner of the Warrant and shall remain in effect until the principal of and interest on the Warrant shall have been paid in full.

#### **Section 13. Approval of County Government Bond Financing Review Form.**

The County Government Bond Financing Review Form in substantially the form and of substantially the content as that which is presented to and considered by the Commission, is hereby authorized, approved and adopted. The Chairman and the County Administrator are hereby authorized and directed to complete, execute and deliver such form as required by the terms thereof and to provide therein such answers and responses as are consistent with this resolution and order.

After said resolution and order had been discussed and considered in full by the Commission, it was moved by Commissioner \_\_\_\_\_ that said resolution and order be now adopted. The motion was seconded by Commissioner \_\_\_\_\_. The question being put as to the adoption of said motion and the passage and adoption of said resolution and order, the roll was called with the following results:

Ayes:            Joe Davis III, Chairman  
                     James E. Ball, Vice-Chairman  
                     Billie Jo Underwood  
                     Charles F. "Skip" Gruber

Nays:            None

The Chairman thereupon declared said motion carried and the resolution and order passed and adopted as introduced and read.

Adopted this 3rd day of November, 2020.

\_\_\_\_\_  
Chairman

SEAL

Authenticated and Attested:

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



STATE OF ALABAMA  
BALDWIN COUNTY

**CERTIFICATE OF CHAIRMAN**

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting Chairman of the Baldwin County Commission. I do further certify that as Chairman of the Baldwin County Commission I have access to all original records of the County and I am duly authorized to make certified copies of its records on its behalf, the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the Baldwin County Commission duly held on the 3rd day of November, 2020, the original of which is on file and of record in the minute book of the Baldwin County Commission in my custody, the resolution and order set forth in such excerpts is a complete, verbatim and compared copy of such resolution and order as introduced and adopted by the County Commission on such date, and said resolution and order is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Baldwin County Commission this 3rd day of November, 2020.

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Chairman

# COUNTY GOVERNMENT BOND FINANCING REVIEW FORM

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. The County Commission has considered whether it can satisfy its financial obligations for the life of the bonds.	<u>X</u>	—	—
2. In the case of limited obligation indebtedness, the County Commission has identified the source for the debt service payments for the life of the bonds.	—	—	<u>X</u>
3. In the case of general obligation indebtedness, the County Commission has indicated that the full faith and credit of the County has been pledged for the debt service payments for the life of the bonds.	<u>X</u>	—	—
4. The County Commission has considered the period of usefulness of the improvement or property for which the bonds are to be issued in light of the duration of the term of the bonds under the bond financing agreement.	—	—	<u>X</u>
5. The County Commission acknowledges that bond proceeds shall not be used for general operating expenses of the County.	<u>X</u>	—	—
6. The County Commission has received from the bond underwriter, bond counsel, issuer's counsel, trustee, and any others associated with the issuance of bonds an itemized listing of their respective fees and all other costs which shall not be subject to change prior to the sale or issuance of bonds.	<u>X</u>	—	—
7. The County Commission has received from the bond underwriter a clear and understandable written proposal explaining all details of the proposed bond issue, its repayment schedule, and any external factors which could affect the total cost to the County if it issues the bonds.	<u>X</u>	—	—
8. The County Commission has considered the effect, if any, that the bonds will have on the County's constitutional debt limit.	<u>X</u>	—	—
9. The County Commission has received from the bond underwriter information demonstrating that the estimated interest rate on the bonds is reasonable and, that if information regarding similar recent issuances is available, the interest rates are comparable with other similar issuances based on current bond market conditions on the date of the execution of the bond financing agreement.	<u>X</u>	—	—

***Complete the following section if the proceeds of the proposed bonds are to be used in whole or in part for the purpose of refinancing or refunding outstanding bonds:***

10. The County Commission understands how the issuance of refunding bonds may extend the County's initial debt repayment period and the total cost paid by the County by the end of the refunding period. \_\_\_\_\_ X
11. The County Commission has considered whether the refunding bonds will create net present value savings for the County, including the costs of refinancing. \_\_\_\_\_ X

***Complete the following section in connection with a swap agreement:***

12. The County Commission has complied with paragraph a. of subdivision (2) of Section 41-1-42, *Code of Alabama 1975*. \_\_\_\_\_ X
13. The County Commission has reviewed or *had* explained by the adviser selected all documentation provided pertaining to the swap agreement. \_\_\_\_\_ X
14. The County Commission has designated an employee or official who will have primary responsibility for the consideration, execution, and monitoring of interest rate swaps and financial hedges entered into by the County. \_\_\_\_\_ X
- Name of Employee/Official \_\_\_\_\_
15. The County Commission has determined whether the County's obligations under the swap agreement constitute a general obligation indebtedness of the County and whether the source of payment is sufficient. \_\_\_\_\_ X
16. The County Commission has sought and received specific information disclosing the potential risks inherent in the swap agreement including those risks commonly referred to in the derivatives industry as "basis risk," "tax risk," "interest rate risk," "counterparty risk," "termination risk," "market-access risk," "rollover or anticipation risk," and "credit risk." \_\_\_\_\_ X

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that all above items have been considered by the County Commission, and that the County Commission has voted to enter into the bond financing agreement or swap agreement by an affirmative vote of a majority of the members of the County Commission.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Joe Davis III, Chairman

Title \_\_\_\_\_ Chairman

Date of Issuance of Bonds or Swap Agreement \_\_\_\_\_ November 5, 2020

***In preparing this form, the County Commission shall consult with and obtain advice from either an attorney for the County, the County Administrator, or, at the option of the County Commission, a certified public accountant (CPA) regarding any and all bond or swap proposals received by the County. The person or persons utilized by the County Commission for advice and consultation shall review all documents to be included at the execution of the bond financing agreement or swap agreement.***

I, the adviser/consultant utilized by the County Commission, do hereby acknowledge that I have reviewed all documents to be included at the execution of the bond financing agreement or swap agreement.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Reid Cavnar

Title \_\_\_\_\_ Financial Advisor to the County

Company Name \_\_\_\_\_ Stifel, Nicolaus & Company, Incorporated

***A copy of this form shall be submitted to the State of Alabama, Department of Examiners of Public Accounts within 10 business days of the issuance of the bonds or swap agreement. This form shall be kept on file at the Office of Examiners of Public Accounts and shall be available for public inspection for a period of seven years.***

***Mailing Address: State of Alabama  
Department of Examiners of  
Public Accounts  
P.O. Box 302251  
Montgomery, AL 36130-2251***

**Detailed Itemization of Costs and Fees**

*In accordance with Act Number 2009-757, Acts of Alabama, the following detailed itemization of costs and fees and acknowledgments shall be included with the bond financing agreement documents of any County Commission in the State of Alabama.*

**Costs and Fees which will be paid directly by the County Commission**

Expense/Payee	Amount

**Costs and Fees which will be paid directly from bond proceeds**

Expense/Payee	Amount

**Detailed Itemization of Costs and Fees (continued)**

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

**Commission**

Signature \_\_\_\_\_

Printed Name Joe Davis III

Title/County Chairman/Baldwin County

Date of Issuance of Bonds November 5, 2020

I, the authorized signatory for the bond underwriter, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

**Bond Underwriter:**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title/Company Vice-President, First Community Bank

## **Swap Agreement – Statement from Authorized Signatory**

***In accordance with Act Number 2009-757, Acts of Alabama, the following acknowledgment from the authorized signatory for the bond underwriter or authorized signatory of the provider of the swap agreement shall be included with documentation necessary to effectuate a swap agreement with any County Commission in the State of Alabama.***

In connection with the swap agreement being entered into by  
\_\_\_\_\_ (County Commission) on  
\_\_\_\_\_ (Date of Issuance), I/We do hereby acknowledge the following:

- |                                                                                                                                                                                                                                                                                                                                                                                         | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|------------|
| 1. I/We have provided the County Commission with a disclosure of the potential risks inherent in the swap agreement.                                                                                                                                                                                                                                                                    | ___        | ___       | <u>X</u>   |
| 2. I/We have disclosed all fees associated with the swap agreement to the County Commission.                                                                                                                                                                                                                                                                                            | ___        | ___       | <u>X</u>   |
| 3. I/We have provided the County Commission with documentation necessary to effectuate the swap agreement including master agreements, schedules, credit support annexes, confirmations, legal opinions, fairness opinions, and any other information necessary to comply with subdivisions (3) and (5) of subsection (c) of Section 3 of Act Number 2009-757, <i>Acts of Alabama</i> . | ___        | ___       | <u>X</u>   |

### **Bond Underwriter/Swap Agreement Provider:**

Signature \_\_\_\_\_ n/a

Printed Name \_\_\_\_\_ n/a

Title \_\_\_\_\_ n/a

Company Name \_\_\_\_\_ n/a

## **INDEX OF DOCUMENTS**

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**\$35,000,000  
BALDWIN COUNTY  
GENERAL OBLIGATION TAXABLE WARRANT  
SERIES 2020-C**

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**Dated and Delivered to Community Bank on November 5, 2020**

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1. Specimen Warrant and Opinion of Bond Counsel
2. Authorizing Resolution Adopted on November 3, 2020
3. Certificate of Officers and Debt Certificate
4. Bank's Investment Letter and Receipt for Warrant
5. County Government Bond Financing Review Form (filed for informational purposes only)



Baldwin County Commission  
Bay Minette, Alabama

Bradley Arant Boult Cummings LLP  
Birmingham, Alabama

Re: \$35,000,000 principal amount General Obligation Taxable Warrant, Series 2020-C, dated the date of delivery

Ladies and Gentlemen:

We have purchased and do hereby acknowledge receipt on this date of the above-referenced Warrant issued by Baldwin County, a political subdivision of the State of Alabama (the "Issuer"). We have been provided with and have reviewed the resolution and order and proceedings adopted and taken by the governing body of the Issuer on November 3, 2020 authorizing the issuance of the Warrant and describing the security therefor (the "Authorizing Resolution"). We understand and agree, under the Authorizing Resolution (capitalized terms being used herein as in the Authorizing Resolution), that the Warrant is a general obligation of the Issuer and the Warrant shall constitute a charge on the full faith and credit of the Issuer.

We have had full and free access to all books, records and audits of the Issuer and have been provided with and have evaluated such financial, corporate and general information respecting the Issuer and the Warrant as we deem necessary to enable us to make an informed investment judgment with respect to the purchase of the Warrant.

The engagement of Bradley Arant Boult Cummings LLP as bond counsel did not include services related to the compilation, verification or furnishing to us of information regarding the merits and risks of investment in the Warrant. We have regularly bought and sold securities similar to the Warrant for our own account and have knowledge and experience in financial and business matters sufficient to enable us to evaluate such merits and risks.

We are purchasing the Warrant for our own account and not for resale and we have no present intention of reselling or otherwise distributing the Warrant or any interest therein to any person or entity which is not owned by Community Bank. In the event that in the future we decide to sell the Warrant or any interest therein, we are aware that the Warrant is a security and that we as the seller are obligated, under federal and state security laws, among other things, to fully and accurately disclose to all persons to whom we offer to sell the Warrant all facts material to their decision to purchase the Warrant. Prior to making any sale of the Warrant or any interest therein, we intend to consult with our counsel knowledgeable in the requirements of such securities laws and to be guided exclusively by the advice of our counsel. We hereby represent that we will not sell, transfer, or otherwise distribute the Warrant or any interest in any thereof in violation of any applicable federal or state securities laws.

This 5th day of November, 2020.

**Community Bank**

By \_\_\_\_\_

Its \_\_\_\_\_

**RECEIPT FOR WARRANT**

The undersigned representative, duly authorized to execute and deliver this instrument, hereby acknowledges receipt on behalf of Community Bank of the \$35,000,000 principal amount General Obligation Taxable Warrant, Series 2020-C, dated the date of delivery, issued by Baldwin County, Alabama (the "County") pursuant to that certain resolution and order duly adopted by the governing body of the County on November 3, 2020.

This 5th day of November, 2020.

**Community Bank**

By \_\_\_\_\_  
Its Duly Authorized Representative

## DEBT CERTIFICATE

The undersigned Chairman of the Baldwin County Commission and County Administrator of Baldwin County (the "County") hereby certify as follows:

1. The net assessed value of the taxable property in the County (excluding motor vehicles) as assessed for County ad valorem taxation and on which taxes were due and payable on October 1, 2020 was not less than \$4,774,758,180.

2. On the date hereof the following represents all warrant indebtedness of the County:

	<u>Principal Outstanding</u>	<u>Final Maturity</u>
General Obligation Taxable Warrant, Series 2020-C, dated November 5, 2020	\$35,000,000	November 5, 2022
Taxable General Obligation Warrants, Series 2020, dated October 22, 2020	\$33,695,000	February 1, 2036
General Obligation Warrants, Series 2020, dated January 23, 2020	\$11,570,000	February 1, 2030
General Obligation Warrants, Series 2015, dated March 1, 2015	\$11,385,000	May 1, 2025
General Obligation Taxable Warrants, Series 2014, dated June 1, 2014	\$2,005,000	June 1, 2025
General Obligation Warrants, Series 2013, dated February 1, 2013	\$4,625,000	January 1, 2023
General Obligation Warrants, Series 2012, dated September 1, 2012	\$1,550,000	June 1, 2022

The long-term indebtedness set forth above and under the preceding section does not include certain lease and other miscellaneous obligations such as short-term bank loans, landfill closure and post-closure liability and compensated absences. The County has the following estimated liabilities: compensated absences of \$3,066,107.84; capital leases of \$439,000; other postemployment benefits of \$6,602,523; current estimated landfill closure and post-closure liability of \$3,671,187.46 (the County holds funds of \$5,388,089.47 for this purpose); net pension liability \$22,537,145; and other miscellaneous obligations not exceeding \$500,000. These obligations do not necessarily count against the County's constitutional debt limit.

Does not include the County's lease obligations to The Public Building Authority of Baldwin County for its outstanding Series 2007-A Warrants (DHR Project) or the \$35,135,000 Series 2020 Warrants (Jail Project).

3. The County has outstanding no other lease obligations, bonds, warrants, obligations, indebtedness, debts, notes, contracts, long term leases or loan purchase obligations of any nature whatsoever.

This 5th day of November, 2020.

**BALDWIN COUNTY**

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Chairman

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County Clerk/Treasurer

## **CERTIFICATE OF OFFICERS**

The undersigned officers of Baldwin County do hereby certify as follows:

1. The following terms, when used in this certificate, shall have the following meanings:

"Authorizing Resolution" means the resolution and order duly adopted by the County Commission of the County on November 3, 2020, authorizing the issuance of the Series 2020-C Warrant.

"County" means Baldwin County, an Alabama political subdivision.

"Series 2020-C Warrant" means the County's General Obligation Taxable Warrant, Series 2020-C, dated the date of delivery, in the aggregate principal amount of \$35,000,000.

2. The following are, and have been since prior to April 1, 2016, the duly elected, qualified and acting officers of the County:

<u>Name</u>	<u>Office</u>
Joe Davis III	Chairman
James E. Ball	Vice-Chairman
Billie Jo Underwood	Member
Charles F. "Skip" Gruber	Member
Wayne A. Dyess	County Administrator

3. Each of the aforesaid officers of the County has duly qualified and each is the acting officer holding the office stated immediately following his or her name.

4. The seal affixed hereto is the official corporate seal of the County and the undersigned Chairman is the official custodian thereof and is duly authorized to affix the same to deeds, bonds, contracts, proceedings, warrants and other documents of the County. The undersigned Chairman has access to all original records of the County and is duly authorized to make certified copies of its records on its behalf.

5. The County Commission of the County adopted the Authorizing Resolution at a regular meeting of said Commission duly called and held in strict compliance with the laws of Alabama, a quorum having been present at said meeting and all members present having voted in favor of the Authorizing Resolution. The Authorizing Resolution is in full force and effect and has not been repealed, amended or changed. Regular meetings of the County Commission are held on the first and third Tuesdays of each month at 8:30 a.m. in the Commission Chambers at 322 Courthouse Square in Bay Minette, Alabama.

6. Pursuant to the authority of the Authorizing Resolution, the undersigned Chairman and County Administrator have manually executed the Series 2020-C Warrant. The undersigned Chairman has manually imprinted the corporate seal of the County on the Series 2020-C Warrant. The Series 2020-C Warrant was in the form therefor provided in the Authorizing Resolution and has been in all respects duly executed pursuant to the authority of the Authorizing Resolution. No bonds or warrants other than the Series 2020-C Warrant are outstanding under or are secured by the Authorizing Resolution.

7. On the date the Series 2020-C Warrant was executed, we then were and now are the duly elected, qualified and acting officers of the County indicated by our signatures thereon and hereon. The seal affixed on such instrument is the official corporate seal of the County.

8. We have no knowledge or information of any agreement, representation, condition, understanding or stipulation, whether oral or written or expressed or implied, respecting the authorization by the County of the Series 2020-C Warrant, other than as set forth in the closing papers in connection with the Series 2020-C Warrant and the other documents which have been furnished to Bradley Arant Boult Cummings LLP Bond Counsel, for their examination preliminary to their approval of the legality of the Series 2020-C Warrant and their opinion with respect to the exclusion of interest on the Series 2020-C Warrant from gross income for State of Alabama income taxation purposes. None of the proceedings or records which have been certified to the attorneys approving the legality of the Series 2020-C Warrant have been repealed, amended or changed. There has been no change in the facts affecting the Series 2020-C Warrant.

9. On the date of this certificate the Series 2020-C Warrant was authenticated and registered by the County.

10. There is no litigation pending or threatened, restraining or enjoining, or in any manner questioning or affecting any one or more of the following matters:

(a) the corporate existence or organization of the County, or any of its powers exercised pursuant to the Authorizing Resolution or the election or title of any officer or member of the governing body of the County;

(b) the Authorizing Resolution or any other proceedings of the County Commission of the County relative to any matter referred to in this certificate;

(c) the Series 2020-C Warrant, the authority of the County to issue the Series 2020-C Warrant, the validity, issuance and execution of the Series 2020-C Warrant or the taxing powers of the County to pay the Series 2020-C Warrant; or

(d) any other matters referred to in this certificate.

IN WITNESS WHEREOF, we have hereunto set our hands and the official corporate seal of the County, this 5th day of November, 2020.

\_\_\_\_\_  
Chairman

COUNTY SEAL

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

\_\_\_\_\_  
County Clerk/Treasurer

BRADLEY ARANT BOULT CUMMINGS LLP  
1819 5<sup>th</sup> Avenue North  
Birmingham, Alabama 35203

November 5, 2020

Baldwin County Commission  
Bay Minette, Alabama

Ladies and Gentlemen:

We have examined certified copies of proceedings of the governing body of Baldwin County (the "County") in the State of Alabama and other documents submitted to us respecting the authorization and issuance of

\$35,000,000  
BALDWIN COUNTY, ALABAMA  
General Obligation Taxable Warrant  
Series 2020-C

(the "Warrant"). The statements hereinafter made and the opinions hereinafter expressed are based upon our examination of the said proceedings and documents submitted to us.

We are of the opinion that the Warrant is in due and legal form, has been duly authorized, executed and issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, and constitutes a valid order on the county depository of the County for payment thereof as therein provided; that the indebtedness evidenced and ordered paid by the Warrant is a valid general obligation of the County for payment of the principal of and interest on which the County has pledged its full faith and credit; and that, under existing statutes, the interest on the Warrant is exempt from Alabama income taxation.

We call to your attention that the Warrant has been sold upon the condition that the purchaser thereof deliver to the County an investment letter and, accordingly, that no official statement or other offering or disclosure document has been prepared or approved by the County.

Community Bank (the "Bank"), as initial purchaser of the Warrant, has represented that our engagement as bond counsel did not include services relating to the compilation, verification or furnishing to the Bank of information regarding the merits and risks of investment in the Warrant and the Bank has knowledge and experience in financial and business matters sufficient to evaluate such merits and risks; the Bank has been provided with and has evaluated such financial, corporate and general information respecting the County and the Warrant as the Bank deems necessary to make an informed investment judgment with respect to the purchase of the Warrant; the Bank is purchasing the Warrant for its own account and not for resale, and the Bank has no present intention of reselling or otherwise distributing the Warrant or any interest therein to any person or entity which is not owned by the Bank; and the Bank will not sell, transfer or otherwise distribute the Warrant or any interest in any thereof in violation of any applicable federal or state securities laws.

The rights of the holders of the Warrant and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0145, **Version:** 1

**Item #:** BE14

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

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

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

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### **ITEM TITLE**

Resolution #2021-016 - Authorization for the Issuance, Sale, Delivery and Payment of a \$35,000,000 Maximum Principal Amount General Obligation Taxable Warrant, Series 2020-C

### **STAFF RECOMMENDATION**

Related to the General Obligation Taxable Warrant, Series 2020-C, take the following actions:

1. Approve and adopt Resolution #2021-016 authorizing the issuance, sale, delivery and payment of a \$35,000,000 maximum principal amount general obligation taxable warrant, Series 2020-C, to be dated the date of delivery, to [BANK NAME]; and
2. Approve and authorize the execution of any and all documents necessary to complete the process of securing the line of credit related to the General Obligation Taxable Warrant, Series 2020-C.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** October 20, 2020 - Staff was authorized to pursue a line of credit related to disaster repairs and expenses.

#### **Background:**

**Final Resolution #2021-016 and Minutes Excerpt document are forthcoming from staff.**

Staff was authorized to pursue a line of credit related to disaster repairs and expenses in an amount not to exceed \$35,000,000. Staff was authorized to send out a Request for Proposals (RFP) to banks with all RFP responses being due to the Financial Advisor office no later than October 27, 2020. Upon review of RFP data and with the advice of Bond Counsel and the Financial Advisor, a bank has been selected. Staff is respectfully requesting the authorization to finalize the line of credit via the General Obligation Taxable Warrant, Series 2020-C.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Cost will be provided by staff at the meeting- TBD

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

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

**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:** NA

**Individual(s) responsible for follow up:** Accounting/Finance and Budget staff

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Staff will ensure all documentation is handled properly.

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

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**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING  
OF THE BALDWIN COUNTY COMMISSION**

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The Baldwin County Commission, the governing body of Baldwin County, met in regular public session at the Baldwin County Administration Building, County Commission Chambers, located at 322 Courthouse Square in the City of Bay Minette, Alabama, at 8:30 a.m. on the 3<sup>rd</sup> day of November, 2020. The meeting was called to order by the Chairman, and the roll was called with the following results:

Present: Joe Davis III, Chairman  
James E. Ball, Vice-Chairman  
Charles F. "Skip" Gruber  
Billie Jo Underwood

Absent: None

The Chairman stated that a quorum was present and that the meeting was open for the transaction of business.

\* \*

Thereupon, the following resolution and order was introduced in writing by the Chairman, and considered by the County Commission:

**RESOLUTION AND ORDER NO. 2021-016**

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**A RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE, SALE, DELIVERY, AND PAYMENT OF A \$35,000,000 MAXIMUM PRINCIPAL AMOUNT GENERAL OBLIGATION TAXABLE WARRANT, SERIES 2020-C, TO BE DATED THE DATE OF DELIVERY, TO [BANK]**

---

BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION the "Commission") OF BALDWIN COUNTY, ALABAMA (the "County") as follows:

**Section 1. Findings and Representations.**

The County, by and through its Commission, does hereby find and determine as follows:

(a) Hurricane Sally made landfall in the County on September 16, 2020 as a Category 2 Hurricane ("Sally") and caused significant damage. Sally's slow speed caused significant rain and flooding which resulted in even more severe tree, landscape, and vegetative damage to the County than expected.

(b) The currently estimated clean-up costs to be borne by the County, at least temporarily, are approximately \$50 million. The Federal Emergency Management Agency (FEMA), and other state and federal agencies, are expected to reimburse the Count for approximately 87.5% of such costs. However, the County will not receive such funds for approximately 3-9 months.

(c) In anticipation of the receipt of such funds, the Commission has further found and determined that it is in the best financial interest of the County to obtain a revolving line of credit in the maximum principal amount of \$35,000,00 in order to pay such costs until the reimbursement funds are received, and to evidence such line of credit with the issuance and sale of its General Obligation Taxable Warrant, Series 2020-C, to be dated the date of delivery (the "Warrant"), to [BANK] (the "Bank").

(c) The assessed valuation of the taxable property in the County for the preceding fiscal year (ending September 30, 2020) not less than \$4,774,758,180 (excluding motor vehicles). The total indebtedness of the County following the issuance of the Warrant chargeable against the debt limitation for the County prescribed by the Constitution of Alabama of 1901, as amended, will not be more than five percent thereof.

**Section 2. Authorization and Description of Warrant; Payments of Warrant,**

(a) The County is hereby authorized to deliver the Warrant to the Bank. The Warrant shall (1) be dated the date of delivery, (2) bear interest at a variable interest rate equal to \_\_\_\_ %, (3) be payable quarterly as to interest, with principal payable at maturity, (4) be subject to redemption prior to maturity at any time at the option of the County, and (5) be registered and transferred as provided in the form of the Warrant in Section 3 hereafter.

(b) The principal of and interest on the Warrant shall be payable in lawful money of the United States of America, at the designated office of the registered owner thereof at par and without discount, exchange or deduction or charge therefor.

**Section 3. Form of Warrant.**

(a) The Warrant shall be in substantially the following form:

**THIS WARRANT IS A RESTRICTED SECURITY WITHIN THE MEANING OF SECURITIES AND EXCHANGE COMMISSION ("SEC") RULE 144(a)(3) UNDER THE SECURITIES ACT OF 1933 ("1933 ACT") AND ANY SALE OR TRANSFER OF THIS WARRANT MUST BE MADE IN COMPLIANCE WITH THE CONDITIONS OF SEC RULE 144 OR RULE 144A UNDER THE 1933 ACT OR IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT.**

**UNITED STATES OF AMERICA  
STATE OF ALABAMA  
BALDWIN COUNTY  
GENERAL OBLIGATION TAXABLE WARRANT  
SERIES 2020-C**

**November\_\_ , 2020**

**No. R-1**

**\$35,000,000**

**BALDWIN COUNTY**, a political subdivision organized and existing under and by virtue of the laws of the State of Alabama (herein called the "County"), for value received, hereby acknowledges itself indebted to and does hereby order and direct the County Administrator of the County to pay, solely out of the special warrant fund hereinafter described, to [**BANK**], and its successors and assigns (the "Payee"), the principal sum of

**THIRTY-FIVE MILLION DOLLARS (\$35,000,000)**

or so much thereof as may be advanced or paid and re-advanced hereunder, as hereinafter provided, and to pay solely from said warrant fund interest on the unpaid balance of said principal amount advanced and outstanding hereunder from time to time, from the date advanced until payment in full, at a variable per annum rate of interest equal to \_\_\_\_ % (computed on the basis of the actual number of days elapsed over a 360-day year), said principal and interest being payable as follows:

- (a) On April 1, 2021, and on each January 1, April 1, July 1, and October 1 thereafter, interest accrued on the outstanding principal balance of this Warrant to each such date of payment; and
- (b) On January 1, 202\_\_, the entire outstanding principal balance of this Warrant plus all accrued interest thereon.

Payment the principal hereof and interest hereon shall be made at the office of the Payee or at such other place as shall be designated to the County in writing by the Payee, provided the final payment of principal of and interest on this Warrant shall be made only upon presentation and surrender of this Warrant to the County for cancellation.

The County may, on any date, pay in advance the entire unpaid principal balance of this Warrant or any lesser portion or portions thereof by paying to the Payee the principal amount to be prepaid, plus interest accrued on such principal amount to the date of such prepayment, without premium or penalty.

This Warrant is a master Warrant under a revolving line of credit extended by the Payee to the County, and it is contemplated that the proceeds of the loan evidenced hereby will be advanced, or paid and

re-advanced, by the Payee to the County in installments, as requested by the County (as to amount and date), and it is further contemplated that by reason of prepayments hereon there may be times when no indebtedness is owing hereunder; notwithstanding any such occurrence, this Warrant shall remain valid and shall be in full force and effect as to each principal advance made hereunder subsequent to each such occurrence. Each principal advance and each payment made on this Warrant shall be reflected by the notations made by the Payee on its internal records (which may be kept by computer or by other means determined by the Payee) and the Payee is hereby authorized so to record thereon all such principal advances and payments. The aggregate unpaid principal amount of this Warrant reflected on the internal records of the Payee (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Warrant outstanding and unpaid. No failure of the Payee so to record any advance or payment shall limit or otherwise affect the obligation of the County hereunder with respect to any advance, and no payment of the principal by the County shall be affected by the failure of the Payee so to record the same.

THIS WARRANT SHALL BE VALID AND ENFORCEABLE AS TO THE AGGREGATE PRINCIPAL AMOUNT ADVANCED AT ANY TIME HEREU WHETHER OR OT THE FULL FACE AMOUNT HEREOF IS ADVANCED.

This Warrant is issued pursuant to the Constitution and laws of State of Alabama, including Section 11-28-1 et seq. of the ALA. CODE (1975), as amended, and resolution and proceedings of the governing body of the County duly passed, held and conducted on November 3, 2020 (the “Authorizing Proceedings”).

The indebtedness evidenced and ordered paid by this Warrant is general obligation of the County and the full faith and credit of the County are pledged to the payment of the principal and interest hereon.

The County established a special fund in the Authorizing Proceedings designated as the “Series 2020-C General Obligation Taxable Warrant Fund” for the payment of the principal of and interest on this Warrant and has obligated itself to pay cause to aid into said Fund from the taxes and revenues of the County sums sufficient to provide for the payment of the principal of and interest on this Warrant as the same matures and comes due.

This Warrant is recorded registered as to principal and interest in the name of the owner on the book of registration maintained that purpose by the County. The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal and interest on this Warrant shall be made only to or upon the order of the registered owner hereof its legal representative, and neither the County nor any agent of the County shall be affected by any notice to the contrary. Payment of principal of and interest on this Warrant shall be valid and effectual to satisfy and discharge the liability of the County upon this Warrant to the extent of the amounts so paid.

This Warrant may be transferred only upon written request of the registered owner or its legal representative addressed the County, such transfer to be recorded on said book of registration and endorsed hereon by the County. Upon presentation to the County for transfer, this Warrant must be accompanied by a written instrument or instruments of transfer satisfactory to the County, duly executed by the registered owner or its attorney duly authorized in writing, and the County shall endorse on the schedule attached hereto for such purpose the principal amount of this Warrant unpaid and the interest accrued hereon to the date of transfer. No charge shall be made for the privilege of transfer, but the registered owner of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description and that all acts, conditions

and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant and the adoption of the Authorizing Proceedings have happened, do exist and have been performed in time, form and manner as so required.

IN WITNESS WHEREOF, the County, acting by and through its governing body, has caused this Warrant to be executed in its name and on its behalf by its Chairman and its county seal to be hereunto affixed and attested by its County Administrator and has caused this Warrant to be dated November \_\_, 2020.

**BALDWIN COUNTY**

COUNTY SEAL

By \_\_\_\_\_  
Its Chairman

Attest: \_\_\_\_\_  
County Administrator

REGISTRATION CERTIFICATE

I hereby certify that this Warrant has been duly registered by me as a claim against Baldwin County and the Warrant Fund referred to herein.

\_\_\_\_\_  
County Administrator of Baldwin County

REGISTRATION OF OWNERSHIP

This Warrant is recorded and registered on the registry books of Baldwin County in the name of the last owner named below. The principal of and interest on this Warrant shall be payable only to or upon the order of such registered owner.

Date of  
Registration

In Whose Name  
Registered

Signature of Authorized  
Officer of County

November , 2020

[BANK]

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ENDORSEMENT BY COUNTY OF UNPAID PRINCIPAL  
AND ACCRUED INTEREST ON DATE OF TRANSFER

Date of Transfer	Principal Unpaid	Accrued Interest on Date of Transfer	Signature of Authorized Officer
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Section 4. Execution of the Warrant.**

The Warrant shall be manually executed in the name and on behalf of the County by the Chairman and shall be manually attested by the County Administrator of the County, and the official seal of the County shall be manually imprinted thereon. The Registration Certificate be manually executed by the County Administrator. The Registration of Ownership of the Warrant shall be manually executed the County Administrator of the County who shall make the endorsements provided at the time of any transfer. Said officers are hereby directed to so manually execute, attest and register the Warrant and to make the appropriate endorsements and notations, if any, thereon.

**Section 5. General Obligation; Warrant Fund.**

(a) The Warrant and the interest thereon shall constitute a general obligation debt of the County. The Warrant is an obligation of the County to which the full faith and credit of the County is pledged.

(b) To secure the payment of the principal and interest on the Warrant and to secure for the benefit of the registered owner of the Warrant the faithful performance of all of the covenants and provisions contained herein, in the manner and to the extent so provided, the County (1) does hereby pledge unto the registered owner of the Warrant and its registered owner assigns the full faith and credit of the County, (2) does hereby create and establish a special fund designated the "Series 2020-C General Obligation Taxable Warrant Fund" (the "Warrant Fund"), which shall be held by the Bank as custodian and paying agent of the Warrant and will make the payments required to be made into the Warrant Fund established under this Authorizing Resolution, with the understanding that the interest payments shall be based on the new interest rate established herein, and (3) does hereby covenant and agree to pay or cause to be paid into the Warrant Fund a sufficient amount of the revenues and taxes of the County to pay the principal of and interest on the Warrant.

(c) The County further covenants and agrees to collect or cause to be collected all taxes and revenues when due and to apply the same as provided in this Resolution.

**Section 6. Expenses of Collection; Interest After Maturity.**

The County covenants and agrees that, if the principal of and interest on the Warrant are not paid promptly as such principal and interest matures and comes due, it will pay to the registered owner of the Warrant or its registered assignees all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee. If any amount of principal of and, to the extent legally enforceable, interest on, this Warrant shall not be paid when due, such amount shall bear interest at the same rate as the rate on the Warrant from the scheduled date of payment to the date such payment thereof is made.



## **Section 7. No Federal Tax Exemption for Interest or “Bank-Qualified” Designation**

The interest received by the registered owner of the Warrant is includable as gross income for federal income taxation purposes under the Internal Revenue Code of 1986, as amended (the "Code"). The Warrant is not federally “tax-exempt” and will not be designated as “bank-qualified” under Section 265 of the Code.

## **Section 8. Delivery of Warrant; Advances**

(a) The Chairman and the County Administrator, or either of them, are hereby authorized and directed to effect delivery of the Warrant to the Bank. The Chairman and the County Administrator, or either of them, are hereby further authorized and directed to execute and deliver such closing papers containing such representations as are required to demonstrate the legality and validity of Warrant and the absence of pending or threatened litigation with respect thereto. The Chairman and the County Administrator are hereby authorized and directed to execute such other agreements as may reasonably be requested.

(b) The Chairman and the County Administrator or the Budget Director may request advances on the Warrant in writing to the Bank. Proceeds of the Warrant shall be wire-transferred to the account(s) designated by the County in writing to the Bank.

## **Section 9. Events of Default**

The County agrees that its failure to the principal of or interest on the Warrant on any date on which any installment of principal of or interest on Warrant shall become due and payable shall be an event of default with respect to the Warrant whereupon the registered owner of the Warrant may seek a writ of mandamus from a court of competent jurisdiction on such matt

## **Section 10. Severability.**

The provisions of this Resolution are severable. In the event that any one or more of such provisions or the provisions of the Warrant shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Resolution or of the Warrant, and this Resolution and the Warrant shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

## **Section 11. Repeal of Conflicting Provisions.**

All resolutions, proceedings and orders or parts thereof in conflict with this Resolution are, to the extent such conflict, hereby repealed.

## **Section 12. Provisions of Resolution a Contract.**

The terms, provisions and conditions set forth in this Resolution constitute a contract between the County and the registered owner of the Warrant and shall remain in effect until the principal of and interest on the Warrant shall have been paid in full.

## **Section 13. Approval of County Government Bond Financing Review Form.**

The County Government Bond Financing Review Form in substantially the form and of substantially the content as that which is presented to and considered by the Commission, is hereby authorized, approved and adopted. The Chairman and the County Administrator are hereby authorized and directed to complete, execute and deliver such form as required by the terms thereof and to provide therein such answers and responses as are consistent with this resolution and order.

After said resolution and order had been discussed and considered in full by the Commission, it was moved by Commissioner \_\_\_\_\_ that said resolution and order be adopted. The motion was seconded by Commissioner \_\_\_\_\_. The question being put as to the adoption of said motion and the passage and adoption of said resolution and order, the roll was called with the following results:

Ayes: Joe Davis III, Chairman  
James E. Ball, Vice-Chairman  
Charles F. "Skip" Gruber  
Billie Jo Underwood

Nays: None

The Chairman thereupon declared said motion carried and the resolution and order passed and adopted as introduced and read.

Adopted this 3rd day of November, 2020.

\_\_\_\_\_  
Chairman

SEAL

Authenticated and Attested:

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

STATE OF ALABAMA  
BALDWIN COUNTY

**CERTIFICATE OF CHAIRMAN**

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting Chairman of the Baldwin County Commission. I do further certify that as Chairman of the Baldwin County Commission I have access to all original records of the County and I am duly authorized to make certified copies of its records on its behalf, the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the Baldwin County Commission duly held on the 3rd day of November, 2020, the original of which is on file and of record in the minute book of the Baldwin County Commission in my custody, the resolution and order set forth in such excerpts is a complete, verbatim and compared copy of such resolution and order as introduced and adopted by the County Commission on such date, and said resolution and order is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Baldwin County Commission this 3rd day of November, 2020.

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Chairman



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0143, **Version:** 1

**Item #:** B11

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Kelly Childress, Council on Aging Coordinator

**Submitted by:** Beverly Johnson, Administrative Assistant

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### **ITEM TITLE**

Fiscal Year 2020-2021 Title III Older Americans Act Contract with South Alabama Regional Planning Commission (SARPC)

### **STAFF RECOMMENDATION**

Take the following actions:

1) Approve the Fiscal Year 2020-2021 Contract for Services under the Title III Older Americans Act (Contract #302-AAA-2021) with a beginning date of October 1, 2020, and an ending date of September 30, 2021, with South Alabama Regional Planning Commission (SARPC), which allocates \$99,023.00 in federal funds and \$23,500.00 in State funds (totaling \$122,523.00), to the Council on Aging for operating expenses related to providing services for older individuals throughout Baldwin County; and

2) Authorize the Chairman to sign the Contract for Services and any related documents.

This Contract will be effective October 1, 2020, and terminate September 30, 2021.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** June 2, 2020

Approved to submit Title III contract application requesting funds of \$164,523.

**Background:** Each year the South Alabama Regional Planning Commission provides Title III federal funds and state funds to support the operations of the Baldwin County Council on Aging programs. This contract is for Fiscal Year 2020-2021, from October 1, 2020, through September 30, 2021.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Upon approval, Council on Aging would RECEIVE \$122,523.00 in Title III funding from SARPC in Fiscal Year 2020-2021.

**Budget line item(s) to be used:** 140.44400 (Revenue)

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

### **LEGAL IMPACT**

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

**Reviewed/approved by:** Brad Hicks/Laura Coker

**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:** As soon as possible.

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

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

This document requires the signature of the Commission Chairman and County Administrator as soon as possible upon approval.

Administration staff to obtain signatures and provide a cover letter addressed to:

South Alabama Regional Planning Commission  
ATTN: Julie McGee, Area Agency on Aging Director  
P.O. Box 1655  
Mobile, Alabama 36633

Administration to copy Council on Aging on the letter and signed contract.

- 1) One original fully executed contract should be forwarded to Julie McGee, Director, Area Agency on Aging

2) Council on Aging to submit weekly and monthly reports as outlined in the contract and copy the budget staff on all requests for payment.

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

**CONTRACT FOR SERVICES UNDER TITLE III  
OF THE OLDER AMERICANS ACT**

October 1, 2020 - September 30, 2021

This Agreement, entered into as of this 1<sup>st</sup> day of October 2020, by and between the Baldwin County Commission (herein called the "Contractor"), and the South Alabama Regional Planning Commission (herein called the "Planning Agency"),

**WITNESSETH**

**NOW THEREFORE**, the parties hereto do mutually agree as follows:

1. Employment of Contractor. The Planning Agency hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the Project of the Planning Agency.

2. Area Covered. The Contractor shall perform all the necessary services provided under this Agreement in connection with the respecting area within:

Baldwin County, Alabama

3. Scope of Services. The Contractor shall do and perform and carry out, in a satisfactory and proper manner, as reasonably determined by the Planning Agency the services described in Exhibit 1, "Scope of Services," attached hereto and made a part of this Agreement.
4. Time of Performance. The services of the Contractor are to commence as soon as practicable after the execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement, but in any event all of the services required hereunder shall be completed by September 30, 2021.
5. Modification. This Agreement may be modified by amendment duly executed by authorized officials of the Contractor and the Planning Agency.
6. Compensation.
  - a. Federal Funds. The Planning Agency agrees to pay the Contractor the total sum of Ninety-nine Thousand Twenty-three Dollars (\$99,023) for the services described herein.
  - b. State Funds. The Planning Agency agrees to pay the Contractor the total sum of Twenty-three Thousand Five Hundred Dollars (\$23,500) for the services described herein.
  - c. Matching Funds. The Contractor agrees to document to the Planning Agency the total sum of Five Hundred Thirty-two Thousand Eight Hundred Forty-seven Dollars (\$532,847) in cash or in-kind services.
  - d. Total Contract. The total amount awarded under this Agreement, including Federal funds and matching funds (services) is Six Hundred Fifty-five Thousand Three Hundred Seventy Dollars (\$655,370).
  - e. Meals. The Planning Agency will provide no less than Twenty-five (25) congregate and/or home delivered meals per day of operation at each SAIL Center, beginning October 1, 2020



and ending September 30, 2021. The actual number of meals and serving days may vary depending on SAIL Center participation and available funding.

7. Method of Payment. The Planning Agency will pay to the Contractor the amount or amounts of Federal funds set forth in Paragraph 6, which shall constitute full and complete compensation for the Contractor's services.

- a. The Contractor shall prepare a certified monthly report (Form provided by Planning Agency) which is a requisition for payment for reimbursement of expenditures, a financial status report, a statement of unexpended funds on hand and a statement of non-Federal matching funds (cash and in-kind resources) received and expended, and monthly, signed time sheets. This report is to be submitted to the Planning Agency by the 5<sup>th</sup> day of the month following the month for which funds were expended.
- b. Subject to receipt of funds from the Alabama Department of Senior Services, the Planning Agency will utilize the working capital basis to pay the Contractor the Federal fund amount set forth in Paragraph 6 on a monthly basis to be used for the purposes of this Agreement. Upon review of the reasonableness of expenditures and their conformance to the Contractor's approved component budget, the Planning Agency will reimburse the Contractor for approved expenditures such that:

The contractor shall spend, but not exceed, one twelfth (1/12) or Ten Thousand Two Hundred Ten Dollars and 25/100 (\$10,210.25) of the budgeted Aging funds per month during the contract period. Those months having three pay periods may exceed one twelfth only to the extent necessary to meet payroll expenses for staff paid out of this Agreement. Local match shall be spent first as necessary to meet monthly expenditure requirements.

- c. Payments shall be made subject to satisfactory completion of services covered by Paragraph 3, as required hereunder, and as reasonably determined by the Planning Agency. Reports covering services rendered under this Agreement shall be due in the Planning Agency's office as follows:
    - i. **Weekly reports are due on the first work day of the week following their completion.**
    - ii. **Monthly reports, including time sheets, are due on the 5<sup>th</sup> day of each month during November 2020 through October 2021 covering the previous 30-day period.**
    - iii. **Final financial reports are due on October 5, 2021.**
  - d. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum of One Hundred Twenty-two Thousand Five Hundred Twenty-three Dollars (\$122,523) for all of the services required.
  - e. The Planning Agency reserves the right, in its sole discretion, to change the dollar amount of this Agreement based on Federal/State dollars actually received in the Notice of Grant Award from the Alabama Department of Senior Services, and to renegotiate this Agreement with the Contractor.
8. Recoupment of ineligible meals costs. Meals paid for with federal or state funds must be served to eligible persons age 60 and older, the spouse of a participant age 60 and older, or a volunteer at the nutrition center for each complete and certified meal delivered by the nutrition vendor. Meals not served to eligible congregate or home delivered meal participants must be reimbursed to the Planning Agency for payment to the Alabama Department of Senior Services. This policy was



developed at the direction of the Alabama Department of Senior Services. Invoices to Contractor for reimbursement for ineligible meals will be sent to the Contractor at least quarterly.

9. Non-Allowance of Administrative Fees. Federal or State funds made available through this contract may not be expended on administrative costs for program operation. Administrative costs are an allowable expenditure only to the extent they represent matching funds provided through local resources. Any and all exceptions to this policy require prior written approval by the Planning Agency.
10. Maintenance of Funds. The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are reasonably deemed necessary by the Planning Agency and the Alabama Department of Senior Services to assure a proper accounting to all project funds, including both Federal and non-Federal matching of funds expended. These records shall be retained for three years from the date of submission of the final expenditure report under this Agreement.
11. Maintenance of Equipment. The Contractor is responsible for the performance of scheduled maintenance listed by the manufacturer of all major equipment such as vehicles and refrigerators, purchased with funds provided by the Planning Agency and/or the Alabama Department of Senior Services. Failure to properly maintain equipment, through routine maintenance recommended by the manufacturer, and the performance of necessary repairs, may result in the disallowance of certain expenses and/or replacement costs related to equipment purchased in whole or in part through funds awarded by the Planning Agency and/or the Alabama Department of Senior Services.
12. Insurance and Bonding Requirements. The Contractor shall furnish the Planning Agency a Certificate of Insurance naming the South Alabama Regional Planning Commission as Certificate Holder on all insurance policies: Liability, Automobile, Workmen's Compensation, Fidelity Bond, etc. Upon renewal of existing insurance coverages, a copy shall be sent to the Planning Agency assuring the continued coverages for the program year.
13. Shift of Funds. Funds may be shifted between budget categories without prior written approval by the Planning Agency to the extent that such action does not result in a substantial change in the approved project, that it does not increase in excess of 10% of the sum originally approved for such category nor result in an expenditure of any item of equipment costing in excess of \$100. From time to time this Agreement may be amended pending written agreement between the Contractor and the Planning Agency.
14. Records and Information. All records and other information maintained by the Contractor about persons receiving services under this Agreement are confidential and shall be protected by the Contractor from unauthorized disclosure; however, nothing in this paragraph shall affect the requirements or provisions of Paragraphs 15 and 16 below or Exhibit 1, "Scope of Services", attached.
15. Audits and Inspections. At any time during normal business hours and as often as the Planning Agency, Alabama Department of Senior Services, and/or the Comptroller General of the United States may deem reasonably necessary, there shall be made available all of its records with respect to all matters covered by this Contract and will permit the Planning Agency, U. S. Commissioner on Aging, Alabama Department of Senior Services, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Office of Management and Budget Circular, A-128 and OMB Circular A-133, of Federal Regulations set forth requirements for audit of Federal programs. These audit requirements apply to organizations receiving aging program funds, both at the State Agency level and the State Agencies/Sub-Grantee level.

Two copies of each current audit report are to be mailed directly to the South Alabama Regional Planning Commission, P. O. Box 1665, Mobile, Alabama 36633. One copy of each current audit report must also be mailed to the Department of Senior Services for filing.

All Contractors of the South Alabama Regional Planning Commission are required by Act 94-914 passed by the Alabama State Legislature to forward a copy of every audit report at the time of its receipt by the entity to: Department of Examiners of Public Accounts, Post Office Box 302251, Montgomery, Alabama 36130-2252, Attention: Audit Report Repository, unless the Contractor is audited directly by the Examiners of Public Accounts.

16. Evaluation. The Contractor agrees that the Area Agency on Aging personnel or the Planning Agency may carry out monitoring and evaluation activities as determined necessary by the Planning Agency.
17. Subcontracts. None of the work or services covered by this Contract will be subcontracted without prior approval by the Planning Agency.
18. Civil Rights and Disability Rights. The Contractor has completed an Assurance of Compliance with Title VI of the Civil Rights Act of 1964, as amended, form HHS-441, Exhibit No. III; and an Assurance of Compliance with Title II of The Americans With Disabilities Act, 1990, Form SARPC ADA, Exhibit IV.

The Contractor will comply with Title VI of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1967, as amended, and The Americans With Disabilities Act of 1990 which will assure that the project makes no distinction on the grounds of race, color, national origin, sex, age, or disability, in providing to individuals any services, financial aid or other benefits financed in whole or in part with funds provided through the terms of this Agreement.

Specifically, the Contractor must account for:

- a. Ensure that all services or benefits under this program are provided on a non-discriminatory basis.
- b. Make available, without distinction on the grounds of race, color, national origin, sex, age, or disability, the use of any facility, e.g. any room, equipment, office, waiting rooms, restrooms, restaurant, recreational facilities, or concessions.
- c. Afford opportunities for participation on a non-discriminatory basis in the project such as conferences, observers, consultants, advisors, members of review committees, or as volunteers.
- d. Comply with the provisions off all above mentioned Acts and other regulations. Specific methods by which beneficiaries are to be informed of this policy should include public statements, press, radio, meetings, letters, brochures, posted notices, and meetings with community groups.
- e. Train or orient staff members regarding non-discriminatory policies and requirements for implementing Title VI of the Civil Rights Act of 1964, as amended; the Age Discrimination



Act of 1967, as amended; and the Americans With Disabilities Act of 1990.

- f. Program Accessibility. Except as otherwise provided for in (existing facilities), no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any other public entity.
- g. Communications must be as effective for people with disabilities as for others. This includes communications with employees, applicants for employment positions, participants in programs, and members of the public. Communication is defined as follows:
  - Visual: letters, handouts, publications, posters, advertisements, notices, signage, fax systems, etc.
  - Audible: oral, radio, telephone, voice mail systems, etc.
  - Electronic: TDD's, computer, bulletin boards, etc.
  - Tactile: raised letter signage, Braille, "hands-on" programs, etc.
- h. Information and Signage. A public entity shall provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities, services, and activities. Also, each accessible entrance to a facility must have a sign bearing the international symbol for accessibility.
- i. Inform all beneficiaries of their right to file complaints with the State, and the State Department of Senior Services.

19. Equal Employment Opportunity.

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such actions will include but not be limited to the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, selection for training, including apprenticeship and participation in recreational and educational activities. The Contractor agrees to post in places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- b. The Contractor shall keep such records and submit such records concerning racial and ethnic origin, and disability status of the applicants for employment and employees as the Secretary may require.
- c. The Contractor agrees to comply with such rules, regulations, or guidelines as the Secretary may issue to implement these requirements.

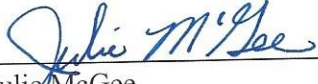
19. Hold Harmless and Indemnification Clause. The Contractor agrees to hold the Planning Agency

harmless from any liability for any damages arising from any acts or omissions occurring in connection with Contractor's performance under this contract.


20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed. The Contractor further covenants that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the Agreement.
21. Termination of Contract. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, or if the grant from the Alabama Department of Senior Services under which this Agreement is made is terminated by the Alabama Department of Senior Services, the Planning Agency shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In the event of termination all property and finished or unfinished documents, data, records, and reports, prepared by the Contractor under this Contract shall at the option of the Planning Agency, become the property of the Planning Agency, and the Contractor shall be entitled to compensation for any reimbursable expenses necessarily incurred in performance of this Agreement.
22. Termination for Convenience of Contractor. The Contractor may terminate this Agreement at any time by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
23. Governing Law; Venue. This Agreement shall be deemed to have been made in the State of Alabama, and 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 thereunder.
24. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court or competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**IN WITNESS THEREOF**, the South Alabama Regional Planning Commission and the Contractor have executed this Agreement as of the date first above written.

ATTEST:

  
Julie McGee  
Area Agency on Aging Director

GRANTOR:  
SOUTH ALABAMA REGIONAL PLANNING  
COMMISSION

  
John F. Rhodes  
Executive Director

ATTEST:

CONTRACTOR  
BALDWIN COUNTY COMMISSION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Employer I.D. Number: \_\_\_\_\_



**FY 2021**  
**Scope of Services**  
**Baldwin County Commission**  
**Title III**

The contractor shall do, perform, and carry out in a satisfactory and proper manner, as reasonably determined by the Planning Agency, the following services:

**A. Access Services**

**1. Transportation and Escort**

The Contractor will provide transportation and escort services for persons sixty (60) years and older at least four days a week with particular emphasis on low-income and minority elderly. Transportation and escort services will be made available for the following:

- a. Attendance at the following Nutrition Centers (SAIL) on a daily basis:
  - Ellisville
  - City of Bay Minette
  - City of Daphne
  - Town of Summerdale
  - Vaughn
- b. Elderly persons attending the Nutrition Centers may have transportation services available to them on a scheduled basis for the following:
  - Special Events/Senior Picnic in Baldwin County
  - Assistance with home delivered meals (if needed)

**2. Outreach**

The Contractor will provide outreach to as many older persons as possible by concentrating outreach activities (telephoning, visiting, and distribution of informational/educational brochures, etc.) to groups that have a high percentage of either/or low-income, rural, and minority members, and by providing community education and training to persons who come in contact with older persons on a frequent basis.

Community outreach will be undertaken at minority churches, to caregivers and through programs that address low-income persons, low income minority, rural and high risk populations such as persons with disabilities, dementia or Alzheimer's disease, advanced age, non-English speaking, living alone, and social isolated individuals. The Area Agency on Aging will assist the Contractor in these efforts and outreach activities will be reported on a monthly basis and maintained by the Area Agency on Aging.

**3. Aging Services**

Contractor will continue to provide an information and referral service in cooperation with the Department of Human Resources and other agencies, particularly the Area Agency on Aging

Aging and Disability Resource Center and 211 services during the term of this Agreement. Assistance will be provided by the Contractor to the Planning Agency in dissemination of information and referral activities particularly to isolated, low-income and minority elderly. The Contractor will provide assistance in the distribution of information to isolated, low-income, rural, and/or minority elderly.

The Contractor will provide health insurance counseling for persons on Medicare in cooperation with the Planning Agency's State Health Insurance Program, assist with benefit screening and SNAP, LIS, and MSP applications, provide in-home assessments for certain older adults receiving frozen door to door home delivered meals, and will provide short term case management for older citizens of Baldwin County when assessing their needs and delivering services. Services and demographic information will be recorded utilizing data management systems or other reports at the direction of the Planning Agency.

#### **B. County Coordinator**

The Contractor will designate a County Coordinator to coordinate services to the elderly such as scheduling of transportation; coordinator of social service activities for the Senior Nutrition SAIL Program, work with nursing homes, Retired Senior Volunteer Program, senior citizen clubs and social service agencies, to provide outreach services to isolated elderly, and to coordinate any other services or activities as reasonably deemed necessary.

#### **C. SenioRx**

The Contractor will provide the SenioRx program for Baldwin County residents. Contractor is to provide outreach services to inform the public about the availability of the SenioRx program, to include regular visitation to Bay Minette in addition to other County outreach activities. Duties include assisting eligible persons with applications for free or discounted prescription drug programs, utilizing the RX Assist Plus software system. Eligible persons are 1) Seniors 55+ years of age and those who are at risk for losing medication coverage due to the donut hole or choices in Medicare part D plans; and 2) Although the target population to serve is those 55 and older, Contractor may serve adults of any age who have a doctor's declaration of disability, have applied for Social Security Disability, or who have been deemed disabled and are in the 24 month waiting period if prescription assistance is available. While all goals and objectives on numbers of persons to be served are based on those at 200% of the poverty level; individuals who qualify for prescription drug coverage at higher percentages of poverty level, determined by various companies, can be served through this program.

#### **D. Nutrition Center Operation**

1. Provide one (1) nutrition center for the purpose of serving meals in a clean and pleasant atmosphere that is also accessible to handicapped individuals, and provide access to kitchen and restroom facilities which meet local health and fire code requirements and to ensure the use of utilities to include telephone at the center for the period of this Agreement.
2. Provide one (1) Center Manager five (5) hours per day for five (5) days a week. Emphasis for selection of a manager should be placed on participants and/or retired persons. This person will be hired with the approval of the Planning Agency. In addition, to provide staff with a plan defining their responsibilities during emergencies, i.e., fire, illness and Acts of God.
3. The nutrition center or community center when applicable must stay open for 4 hours per day Monday through Friday unless it is an approved holiday closing, even when meals are



not being served due to a reduction in serving days or a field trip. The purpose is to allow seniors desiring to come to the center for socialization and recreation that opportunity.

4. Arrange for an adequate number of volunteers to assist the Center Manager with special consideration to Retired Senior Volunteers.
5. Provide supportive services as addressed in the Title III Rules and Regulations.

#### **E. Meals**

1. The Contractor will receive no less than 25 congregate and/or home delivered meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.
2. The Contractor is responsible for serving all meals ordered and received to eligible participants daily. An updated waiting list is to be utilized to ensure all meals are served to eligible participants. The Contractor will be billed and is to reimburse the Planning Agency for any meals not served to eligible participants. Sign in logs, meal certification forms, and AIMS report substantiate meals served to eligible participants.

Holiday Schedule: The nutrition centers will be closed on the following:

October 12	Columbus Day
November 11	Veterans Day
November 26-27	Thanksgiving
December 24-31	Christmas
January 1	New Year's Day
January 18	Martin Luther King
February 15-16	President's Day/Mardi Gras
April 2	Good Friday
April 26	State Holiday
May 31	Memorial Day
June 7	State Holiday
July 5	Independence Day
September 6	Labor Day

#### **F. Training**

To ensure that personnel will attend certain training sessions provided by the Planning Agency, Center Managers must attend training as often as once per month and attend annual training.

#### **G. Eligibility for Services Provided**

The Contractor assures that preference will be given to providing services to older individuals with the greatest economic and/or social needs, with particular attention to low-income minority individuals. The Contractor also assures that with all services provided under this Agreement utilizing Older Americans Act funds, no means test may be used to determine the eligibility of older persons.

#### **H. Equipment**

In the event the Contractor uses a portion of Title III monies for the acquisition of vehicles and/or equipment, the Contractor shall have the use of the vehicle and/or equipment for the duration of the



program. If either the Planning Agency or the Contractor terminates this contract, the disposition of the purchase will be made by the Planning Agency.

#### **I. Accounts and Records**

Records will be maintained on all contributions received by the Contractor. Once contributions are collected, they should be counted by two (2) persons (Center Manager and a participant). Contributions should be listed on an Area Agency on Aging monthly donation form. The total contributions should be added and verified and both persons should sign the form for each entry. Contributions should be given to the Contractor or designated persons for making bank deposit. At the end of each month, the Center Manager should send to the Area Agency on Aging a copy of the monthly donation form and a copy of the deposit slips for each deposit made. Contributions should be deposited as soon as possible, preferably on a daily basis. Cash should not be left at the Center overnight. These contributions should be sent to the Planning Agency at the end of each month along with the monthly financial report.

1. The Contractor will maintain an individual record for each participant on the Title III Client Intake Form as prepared by the Alabama Department of Senior Services. New clients must complete this form when they request services; existing clients must update this form each year. This form is required by all Title III clients if they receive any of the following services during the year: Personal Care, Homemaker, Chore, Home Delivered Meals, Adult Day Care/Health, Case Management, Congregate Meals, Nutrition Counseling, Assisted Transportation, Transportation, Caregiver Respite, or Caregiver Supplemental Services.
2. The Contractor will ensure that the following records, where applicable, will be provided to the Planning Agency as required.
  - a. Weekly meal report and voucher
  - b. Monthly supportive and services report
  - c. Monthly attendance log
3. Monthly Aging Information Management System (AIMS) reports must be completed online and by the 10<sup>th</sup> of the month following the month of delivered services.

#### **J. Publicity**

Any major publicity reports should acknowledge that the contract services are made available through a grant from the Alabama State Department of Senior Services and the South Alabama Regional Planning Commission under Title III of the Older Americans Act, 1965 (as amended, 2000).

#### **K. Guidelines**

In any situation not covered specifically by this Agreement, Contractor will follow the guidelines of Title III Older American Act, 1965 (as amended, 2000).

## EXHIBIT II

CONTRACTOR Baldwin County Commission TYPE OF GRANT:CONTRACT NUMBER 302-AAA-2021

<u>X</u>	Title III-B
<u>X</u>	Title III-C-1
<u>X</u>	Title III-C-2
<u>  </u>	Title III-D
<u>  </u>	Title III-F
<u>X</u>	Other-Rx

CONTRACT PERIOD: FROM October 1, 2020 THRU September 30, 2021

CATEGORY	FEDERAL FUNDS/ SENIORx FUNDS	ESTIMATED LOCAL RESOURCES		TOTAL
		Local Cash	In-Kind	
Personnel*	57,752	451,617		509,369
Personnel Travel	2,625	1,000		3,625
Space				
Utilities		6,800		6,800
Postage & Telephone	1,000	12,300		13,300
Supplies		12,200		12,200
Training		300		300
Transportation	61,146	21,053		82,199
Insurance		9,539		9,539
Office Furniture & Other Equipment				
Other		18,038		18,038
TOTAL	122,523	532,847		655,370

**\* Breakdown of personnel costs**

<b>Job Description</b>	<b>Title III/SenioRx Funds</b>	<b>Local Cash</b>	<b>Total</b>
COA Coordinator	0	95,654	95,654
Administrative Support Spec	12,748	57,610	70,358
Case Manager CR	10,000	49,801	59,801
Case Manager CB	10,000	34,483	44,483
SenioRx Specialist K	0	58,609	58,609
SenioRx Specialist S	13,500	41,883	55,383
Office Assistant IV	0	41,232	41,232
Center Manager-Activities Coordinator	11,504	29,598	41,102
PT Homebound Meals Driver	0	21,928	21,928
PT SAINTS Driver	0	20,819	20,819
<b>TOTAL</b>	<b>57,752</b>	<b>451,617</b>	<b>509,369</b>

**\*\* Breakdown of other costs**

<b>Description</b>	<b>Local Cash</b>
Copy Machine	2,000
Computer & Software Maintenance	900
Computer Support Services	6,384
Pest Control	300
Drug Test	200
Bank Fees	400
Advertising	2,000
Contract Services	3,854
Building Repairs & Maintenance	2,000
<b>TOTAL</b>	<b>14,798</b>



**ASSURANCE ON COMPLIANCE WITH THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION  
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

The Baldwin County Commission, (hereinafter called the "Sub-grantee"), HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended, (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be otherwise subjected to discrimination under any program or activity for which the Sub-grantee received Federal financial assistance from the Alabama State Department of Senior Services, a recipient of Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date:      October 1, 2020

Baldwin County Commission

Sub-grantee

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**ASSURANCE ON COMPLIANCE WITH THE  
U. S. DEPARTMENT OF JUSTICE AMERICANS WITH DISABILITIES ACT**

The Title III Contractor, the Baldwin County Commission, (hereinafter called the "Sub-grantee"), HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Sub-grantee received Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date:      October 1, 2020

Baldwin County Commission

Sub-grantee

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_



**ASSURANCE OF COMPLIANCE WITH THE  
DRUG-FREE WORKPLACE ACT OF 1988**

**CONTRACTOR, SUBCONTRACTOR AND HOST AGENCY CERTIFICATION**

All contractors, subcontractors, and host agencies of contract-funded positions shall certify to compliance with the Drug-Free Workplace Act of 1988. All contractors, subcontractors, and host agencies must notify South Alabama Regional Planning Commission in writing of any criminal drug statue conviction for a violation by any of their personnel while in the performance of grant or contract funded through South Alabama Regional Planning Commission, or by any enrollee during working hours or while at an assigned workplace, not later than five (5) days after such conviction. Any contractor, subcontractor and host agency that knowingly fail to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with South Alabama Regional Planning Commission or the services provided through the respective program.

Date:      October 1, 2020  
\_\_\_\_\_

Baldwin County Commission

Sub-grantee

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans**  
**And Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: October 1, 2020

Baldwin County Commission

Sub-grantee

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

NOTE: If Disclosure Forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 2006 Independence Avenue, SW, Washington, DC 20201-0001.

**EXHIBIT VII**

**ASSURANCE OF HOW THE CONTRACTOR INTENDS TO SERVE THE  
NEEDS OF LOWER INCOME MINORITY {SEC. 306 8 (A) (5) (a) (II)}**

The BALDWIN COUNTY COUNCIL ON AGING (BCCOA) offers many special programs specifically targeting the needs of lower income minorities. For example, at no charge the BCCOA offers: transportation and escort services, healthcare screenings and exams, exercise sessions, socialization, medical appliances and devices, case management, emergency assistance, legal counseling services, information referral, prescription assistance, and resource identification services.

To ensure the health and well-being of lower income minorities, the BCCOA provides both regularly scheduled and as needed transportation for: essentials shopping assistance, medicines, medical appointments and to and from nutritional centers.

The BCCOA sponsors regularly scheduled and as needed healthcare screening programs designed to address the high risk medical needs of the minority population. Blood pressure, blood sugar and cholesterol screenings are provided monthly for helpful monitoring of this high-risk population. The BCCOA sponsors free eye and hearing exams and assists in obtaining glasses and hearing aids for those who cannot afford them. We provide free redistribution of essential healthcare appliances such as: wheelchairs, walkers, canes, crutches, bathing seats, elder potty chairs, hospital beds etc. Opportunities for socialization, health education, exercise and resources information are provided free at both the nutritional centers and the BCCOA office.

The BCCOA offers individualized case management, outreach and follow-up services to identify and obtain resources helpful to lower income minorities. Many lower income minority elderly often face emergency situations almost daily. For example: they may not be able to pay bills for utilities, or they desperately need essentials such as food or medicines. We provide direct and immediate help by identifying resources that provide emergency aid, and acting on their behalf, we provide the necessary follow-up to ensure that essential needs are met. In addition, the BCCOA then provides counseling and referral services to address the long-term needs of lower income minorities.

**DATE:** October 1, 2020

**BALDWIN COUNTY COMMISSION**  
Sub-grantee

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_



**Certification Regarding Debarment, Suspension, Ineligibility,  
And Voluntary Exclusion - Lower Tier Covered Transactions**

**(To be supplied to Lower Tier Participants)**

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45 CFR 76, certify to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b. Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that they will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Date:      October 1, 2020  
\_\_\_\_\_

Baldwin County Commission \_\_\_\_\_

Sub-grantee

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0120, **Version:** 1

**Item #:** BK1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 10/15/2019

**Item Status:** New

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

**Submitted by:** Danon Smith, Planning & Grants Division

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### **ITEM TITLE**

Fiscal Year 2020 Emergency Management Performance Grant (EMPG) Federal Share and State Share Agreements

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the Cooperative Agreements with the Alabama Emergency Management Agency providing \$66,419.00 in Emergency Management Performance Grant (EMPG) FEDERAL Share funds (Federal funds passed through the State) to the Baldwin County Emergency Management Agency. The period of performance for this grant is October 1, 2019, to September 30, 2020; and
- 2) Approve the Cooperative Agreements with the Alabama Emergency Management Agency providing \$4,334.00 in Emergency Management Performance Grant (EMPG) STATE Share funds (Director Salary Supplement / incentive for maintaining Certified Local Emergency Manager Status). The period of performance for this grant is October 1, 2019, to September 30, 2020; and
- 3) Authorize the Chairman to execute the EMPG Agreements and any related documents for both the Federal and State EMPG Agreements.

### **BACKGROUND INFORMATION**

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

**Background:** Emergency Management Performance Grant (EMPG) funds are received on an annual basis and are used to support viable emergency management programs at the state and local levels of government. The Alabama Emergency Management Agency is the State Administrative Agency for these funds. The Federal Share supports programmatic elements of local emergency management agencies. The State Share/Salary Supplement is awarded for the Baldwin County EMA Director maintaining Certified Local Emergency Manager (CLEM) status through the Alabama Emergency Management Agency. See Alabama Code Title 31. Military Affairs and Civil Defense § 31-9-62 (c).

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$66,419.00 Federal Share, and \$4,334.00 State Share - offset by grant revenue

**Budget line item(s) to be used:** Revenue posts to 1.44300.52300; expenses post to various accounts within Cost Center 52300

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** No

**Individual(s) responsible for follow up:** Administration and EMA Planning & Grants Division Manager

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

Prepare correspondence and obtain Chairman's signature Three (3) originals of both the Federal and State Share Agreement Documents.

Retain one (1) copy for BCC Administration records, send one (1) copy to EMA (Danon Smith) at

danon.smith@baldwincountyal.gov, and mail Six (6) total Originals (3) Federal and (3) State to:

Ms. Leigh McKee  
Alabama Emergency Management Agency  
Post Office Drawer 2160  
Clanton, Alabama 35046-2160

EMA Planning & Grants Coordinator:  
Manage grant activities and submit reimbursement claims and quarterly reports to AEMA.

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



KAY IVEY  
GOVERNOR

STATE OF ALABAMA  
**EMERGENCY MANAGEMENT AGENCY**


5898 COUNTY ROAD 41 • P.O. DRAWER 2160 • CLANTON, ALABAMA 35046-2160  
(205) 280-2200 FAX # (205) 280-2495



BRIAN E. HASTINGS  
DIRECTOR

September 29, 2020

**MEMORANDUM**

TO: All County Directors 

FROM: Brian Hastings, Director  
Alabama Emergency Management Agency

RE: **FY 2020 EMPG Cooperative Agreements**

Enclosed are three copies of your FY 2020 EMPG State Cooperative Agreement (20EMA), FY 2020 EMPG State Salary Supplement Cooperative Agreement (20ESL), FY 2020 EMPG Federal Cooperative Agreement (20EMF), and FY 2020 EMPG Federal Salary Supplement Cooperative Agreement (20EMS). You will only get the grants that apply to your county. If all four grants apply to your county, you will receive three copies of all four grants. If only two grants apply to your county, then you will get three copies of the two grants. Please have all copies signed by the appropriate officials and return one copy to Leigh McKee's attention as soon as possible. Please read the cooperative agreement thoroughly to ensure that you comply with all guidance and requirements applicable to this fiscal year.

Please remember that we must have your signed cooperative agreement before any payments can be released. If you have any questions regarding requirements, please contact your Division Coordinator.

If you have any financial questions, please contact Leigh McKee at (205) 280-2227, [leigh.mckee@ema.alabama.gov](mailto:leigh.mckee@ema.alabama.gov).

Enclosure(s)



**SUBAWARD**  
**EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**

1. <b>Grantee:</b> Baldwin Co. EMA	2. <b>Effective Dates:</b> 10/01/2019-09/30/2020
3. <b>Issuing Agency:</b> Alabama Emergency Management Agency 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160	4. <b>FAIN:</b> [REDACTED]
5. <b>CA Number:</b> 20EMF	
6. <b>Federal Allocation:</b>	<b>\$66,419.00</b>
7. <b>CFDA #:</b> [REDACTED]	8. <b>Federal Award Date:</b> 08/18/20
9. <b>Total Federal Award:</b> \$5,810,021.00	

Subrecipient has reviewed the Program Information relating to Emergency Management Performance Grants provided by the Alabama Emergency Management Agency referred to as AEMA. The agreement for, "**Fiscal Year 2020 Emergency Management Performance Grant (EMPG)**" and concurs with the terms and conditions contained therein. Please reference the following website for EMPG Program Guidance to ensure you are in compliance: <https://www.fema.gov/grants/preparedness/manual>

Subrecipient agrees that (1) they will provide in a timely manner any information requested by AEMA regarding the subrecipient's emergency management operation; (2) requests for reimbursement of expenditures incurred relative to this grant will be submitted on claim forms provided or approved by AEMA Finance Section; (3) claims will be presented with clear and adequate supporting documentation as instructed by AEMA Finance Section; (4) claims will be submitted on a monthly basis within 30 calendar days after the end of the month for which you are filing. Failure to submit your claim in a timely manner may result in reducing the original claim amount. Submitting your claim to AEMA from day 31 to 60 could result in a 50% reduction. Submitting your claim to AEMA beyond day 60 could result in a 100% reduction for that particular claim; (5) all claims relating to this grant will be submitted by October 30, 2020; (6) information requested by AEMA concerning expenditures will be provided immediately; (7) funds will be used to provide support of essential expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, & other necessary costs of operation for the local EMA office; (8) All EMPG related files/paperwork will be made available to AEMA personnel for monitoring and review; (9) they will comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Subrecipient agrees that, as a recipient of a Federal contract and/or grant, federal funds will not be expended for cost incurred to encourage, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action to increase the appropriation for EMPG funding or to amend any restrictions placed on EMPG funding. Subrecipient also agrees federal funds will not be expended to influence DHS/FEMA officials to award, extend, or modify the EMPG grant.

Subrecipient agrees that the AEMA Director or his designated agent may elect to withhold or, with a ten day notice, withdraw all or part of this funding from the grantee for (1) non-compliance with any portion of the terms stated in this document, or (2) failure to perform appropriately in an emergency situation, or (3) allowing the position of local EMA Director to remain vacant for more than 30 days without appointing either a new Director or an Acting Director.

**Certification By County Official Authorized To Sign:**

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to subrecipient approval may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the subrecipient will not supplant state or local funds.



Brian E. Hastings, Director  
Alabama Emergency Management Agency

09/29/20

Date



Local EMA Director/Coordinator

Zachary M. Hard

10/18/2020

Date

Chief Elected Official

Date

1. **Applicable Federal Regulations:** The Subrecipient must comply with the Office of Management and Budget (OMB) [2 C.F.R. Part 200A](#). Also, the Subrecipient must comply with the provisions of 28 CFR applicable to grants and subawards, and Office of Management and Budget Circulars applicable to grants and subawards.
2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, FEMA and AEMA guidance.
3. **Audit Requirements:** The subrecipient agrees to comply with the requirements of OMB [2 C.F.R. Part 200](#). Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by AEMA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB [2 C.F.R. Part 200](#). If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subrecipient has not expended the amount of federal funds that would require a compliance audit. The subrecipient agrees to accept these requirements.
4. **Non- Supplanting Agreement:** The subrecipient shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.
5. **Reporting Requirements:** The subrecipient agrees to submit timely, complete, and accurate reports to AEMA and maintain appropriate backup documentation to support the reports.
6. **Written Approval of Changes:** Any mutually agreed upon changes to this subgrant must be approved, in writing, by AEMA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. **Individual Consultants:** Billings for consultants/contractors who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.



8. **Bidding Requirements:** The subrecipient must comply with proper competitive bidding procedures as required by [2 C.F.R Part 200](#), and the State of Alabama bid law, as applicable, i.e. copies of invoices, receipts, or checks.
9. **Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. **However, at no time can the agency's travel rates exceed the federal rate established by the Internal Revenue Service.**
10. **Term of Grant Period:** Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than 45 calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities that will strengthen emergency management programs and capabilities within the county. These funds will be utilized to provide support for essential expenses including salaries, benefits, equipment, supplies, maintenance of facilities, and other necessary costs of the local emergency management agency. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Payments will be adjusted to correct previous overpayments and disallowances or underpayments resulting from audit. No requests for reimbursement may contain any costs already paid for with other federal funds. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
12. **Recording and Documentation of Receipts and expenditures:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. **Financial Responsibility:** The financial responsibility of subrecipient s must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
  - a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
  - b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
  - c) the accounting system should provide accurate and current financial reporting information; and,
  - d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.



14. **Property Control:** Effective control and accountability must be maintained for all personal property. Subrecipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property. Further, regarding title, use and disposition:
- a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subrecipient. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit.
  - b. Use and Disposition: Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AEMA immediately.
15. **Performance:** This grant may be terminated or fund payments discontinued by AEMA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by AEMA. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from AEMA, the subrecipient shall reimburse AEMA the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse AEMA for payments made.
16. **Deobligation of Grant Funds:** All expenditures of grant funds must be completed and the grant closed out within forty-five (45) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by AEMA.
17. **Americans with Disabilities Act of 1990 (ADA):** The subrecipient must comply with all the requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. **Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped):** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the recipient of federal funds pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its subrecipients, contractors, subcontractors, assignees or successors.
19. **Utilization of Minority Businesses:** Sub grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. **Debarment Certification:** With the signing of the grant application, the subrecipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Lower Tier Covered Transactions” form.
22. **Drug-Free Workplace Certification:** This certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by the state agency subrecipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AEMA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.
23. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
24. **Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by AEMA Guidelines or “Special Conditions” placed on the grant subaward.
25. **Compliance Agreement:** The subrecipient agrees to abide by all Terms and Conditions including “Special Conditions” placed on the grant subaward by AEMA. Failure to comply could result in a “Stop Payment” being placed on the subaward.
- 26 **Suspension or Termination of Funding:** AEMA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriation Act issued thereunder, or other provisions of Federal Law.
  - b. Failure to adhere to the requirements, standard conditions or special conditions of this subaward.
  - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.
  - d. Failure to submit reports on a semi-annual basis and as otherwise required.
  - e. Filing a false certification in this application or other report or document.
  - f. Other good cause shown.
27. **National Incident Management System (NIMS):** The subrecipient agrees to make a good faith effort to comply with NIMS compliance requirements published by the NIMS Integration Center and the State NIMS Coordinator. The subrecipient further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.
28. **Alabama Mutual Aid System Agreement (AMAS):** The subrecipient agrees to remain a party to the Alabama Mutual Aid System Agreement.



29. **Emergency Operations Plan (EOP):** In accordance with FY 20 Federal Emergency Management Performance Grant Guidance the subrecipient agrees to develop and maintain viable all hazards, all threats Emergency Operations Plans (EOPs) by engaging the whole community in compliance with the Comprehensive Preparedness Guide (CPG) 101 v.2 released November 2010. The subrecipient shall maintain, or revise as necessary, jurisdiction wide all hazard emergency operation plans consistent with CPG 101 v.2 which serves as the foundation for State, local, tribal, and territory emergency planning. Subrecipients must update their EOPs at least once every two years.
30. **Plan Analysis Tool:** In accordance with FY 20 Federal Emergency Management Grant Guidance the subrecipient agrees they will report progress toward aligning their EOP with CPG 101 v.2 by completing the Plan Analysis Tool CPG 101 v.2 available at [http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_v2\\_past.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_v2_past.pdf). The subrecipient is required to submit a Plan Analysis Tool annually that describes the percentage completion of the CPG 101 v.2 alignment.
31. **Completion of Threat and Hazard Identification and Risk Assessment (THIRA):** In accordance with FY 20 Federal Emergency Management Performance Grant Guidance all subrecipients shall develop and maintain a Threat and Hazard Identification and Risk Assessment (THIRA).
32. **Exercise Requirement:** In accordance with FY 20 Federal Emergency Management Performance Grant Guidance subrecipient agrees that for all exercises conducted with this funding an After Action Report/Improvement Plan (AAR/IP) will be submitted to [hseep@fema.dhs.gov](mailto:hseep@fema.dhs.gov) and to the Alabama EMA Grant website at, <https://grants.EMA.Alabama.gov> within 90 days after conducting the exercise.
33. **Training Requirement:** In accordance with FY 20 Federal Emergency Management Performance Grant Guidance subrecipient agrees that all personnel funded from this grant, shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored state, local, tribal, territorial, regional or other designated location. Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program can be found at <http://training.fema.gov/empp/>. Previous versions of the IS courses meet this training requirement.
34. **Acknowledgement of Federal Funding from DHS:** All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents, describing projects or programs funded in whole or in part with Federal funds.
35. **State Division Office Support:** All recipients agree that all assets and personnel supported in part or entirely with FY 20 EMPG funding must, where applicable, be readily deployable to support emergency or disaster operations at the seven (7) Alabama Emergency Management Agency, Divisional Operations Centers.



**SUBAWARD  
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**

1. <b>Grantee:</b> Baldwin Co. EMA	2. <b>Effective Dates:</b> 10/01/2019-09/30/2020
3. <b>Issuing Agency:</b> Alabama Emergency Management Agency 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160	4. <b>FAIN:</b> N.A.
5. <b>CA Number:</b> 20EMA	
6. <b>State Allocation:</b>	<b>\$4,334.00</b>
7. <b>CFDA #:</b> N.A.	8. <b>State Award Date:</b> 10/01/2019
9. <b>Total State Award:</b> \$122,411.00	

The Director/Coordinator will ensure that state funding is used for the sole purpose of emergency management preparedness programs and will be matched 50/50 with local funds.

It is also agreed that the Alabama Emergency Management Agency Director can elect to withhold or withdraw funds from the Local EMA for not completing program activities and not providing a justification statement explaining the reason why the activity was not accomplished.

Subgrantee agrees that (1) they will provide in a timely manner any information requested by AEMA regarding the subgrantee's emergency management operation; (2) requests for reimbursement of expenditures incurred relative to this grant will be submitted on claim forms provided or approved by AEMA's Fiscal Division; (3) claims will be presented with clear and adequate supporting documentation as instructed by AEMA's Fiscal Division; (4) claims will be submitted on a monthly basis within 30 calendar days after the end of the month for which you are filing. Failure to submit your claim in a timely manner may result in reducing the original claim amount. Submitting your claim to AEMA from day 31 to 60 could result in a 50% reduction. Submitting your claim to AEMA beyond day 60 could result in a 100% reduction for that particular claim; (5) all claims relating to this grant must be submitted by October 30, 2020; (6) information requested by AEMA concerning expenditures will be provided immediately; (7) funds will be used to provide support of essential expenses of local EMA offices, such as salaries, benefits, equipment, supplies, maintenance of facilities, & other necessary costs of operation for the local EMA office; (8) All EMPG related files/paperwork will be made available to AEMA personnel for monitoring & review; (9) they will comply with the Federal Emergency Management Agency's rules regarding the ISIP, the BSIR, and other provisions of this grant.

Subgrantee agrees that the AEMA Director or his designated agent may elect to withhold or, with a ten day notice, withdraw all or part of this funding from the grantee for (1) non-compliance with any portion of the terms stated in this document, or (2) failure to perform appropriately in an emergency situation, or (3) failure to progress toward full compliance with Emergency Management Accreditation Program (EMAP) standards or (4) allowing the position of local EMA Director to remain vacant for more than 30 days without appointing either a new Director or an Acting Director.

**Certification By County Official Authorized To Sign:**

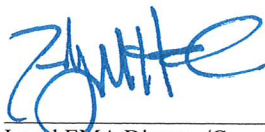
I certify that I understand and agree to comply with the general & fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Subgrantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Subgrantee will not supplant state or local funds.



Brian E. Hastings, Director  
Alabama Emergency Management Agency

09/29/20

Date



Local EMA Director/Coordinator  
Zauran M. Hood

10/13/2020

Date

Chief Elected Official

Date

# SUBAWARD EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

<b>1. Grantee:</b> Baldwin Co. EMA	<b>2. Effective Dates:</b> 10/01/2019-09/30/2020
<b>3. Issuing Agency:</b> Alabama Emergency Management Agency 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160	<b>4. FAIN:</b> N.A.
<b>5. CA Number:</b> 20EMA	
<b>6. State Allocation:</b>	<b>\$4,334.00</b>
<b>7. CFDA #:</b> N.A.	<b>8. State Award Date:</b> 10/01/2019
<b>9. Total State Award:</b> \$122,411.00	

The Director/Coordinator will ensure that state funding is used for the sole purpose of emergency management preparedness programs and will be matched 50/50 with local funds.

It is also agreed that the Alabama Emergency Management Agency Director can elect to withhold or withdraw funds from the Local EMA for not completing program activities and not providing a justification statement explaining the reason why the activity was not accomplished.

Subgrantee agrees that (1) they will provide in a timely manner any information requested by AEMA regarding the subgrantee's emergency management operation; (2) requests for reimbursement of expenditures incurred relative to this grant will be submitted on claim forms provided or approved by AEMA's Fiscal Division; (3) claims will be presented with clear and adequate supporting documentation as instructed by AEMA's Fiscal Division; (4) claims will be submitted on a monthly basis within 30 calendar days after the end of the month for which you are filing. Failure to submit your claim in a timely manner may result in reducing the original claim amount. Submitting your claim to AEMA from day 31 to 60 could result in a 50% reduction. Submitting your claim to AEMA beyond day 60 could result in a 100% reduction for that particular claim; (5) **all** claims relating to this grant must be submitted by October 30, 2020; (6) information requested by AEMA concerning expenditures will be provided immediately; (7) funds will be used to provide support of essential expenses of local EMA offices, such as salaries, benefits, equipment, supplies, maintenance of facilities, & other necessary costs of operation for the local EMA office; (8) All EMPG related files/paperwork will be made available to AEMA personnel for monitoring & review; (9) they will comply with the Federal Emergency Management Agency's rules regarding the ISIP, the BSIR, and other provisions of this grant.

Subgrantee agrees that the AEMA Director or his designated agent may elect to withhold or, with a ten day notice, withdraw all or part of this funding from the grantee for (1) non-compliance with any portion of the terms stated in this document, or (2) failure to perform appropriately in an emergency situation, or (3) failure to progress toward full compliance with Emergency Management Accreditation Program (EMAP) standards or (4) allowing the position of local EMA Director to remain vacant for more than 30 days without appointing either a new Director or an Acting Director.

**Certification By County Official Authorized To Sign:**

I certify that I understand and agree to comply with the general & fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Subgrantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Subgrantee will not supplant state or local funds.



Brian E. Hastings, Director  
Alabama Emergency Management Agency

09/29/20

Date



Local EMA Director/Coordinator

Zayanna M. Hood

10/13/2020

Date

Chief Elected Official

Date



**SUBAWARD  
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**

1. <b>Grantee:</b> Baldwin Co. EMA	2. <b>Effective Dates:</b> 10/01/2019-09/30/2020
3. <b>Issuing Agency:</b> Alabama Emergency Management Agency 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160	4. <b>FAIN:</b> N.A.
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6. <b>State Allocation:</b>	<b>\$4,334.00</b>
7. <b>CFDA #:</b> N.A.	8. <b>State Award Date:</b> 10/01/2019
9. <b>Total State Award:</b> \$122,411.00	

The Director/Coordinator will ensure that state funding is used for the sole purpose of emergency management preparedness programs and will be matched 50/50 with local funds.

It is also agreed that the Alabama Emergency Management Agency Director can elect to withhold or withdraw funds from the Local EMA for not completing program activities and not providing a justification statement explaining the reason why the activity was not accomplished.

Subgrantee agrees that (1) they will provide in a timely manner any information requested by AEMA regarding the subgrantee's emergency management operation; (2) requests for reimbursement of expenditures incurred relative to this grant will be submitted on claim forms provided or approved by AEMA's Fiscal Division; (3) claims will be presented with clear and adequate supporting documentation as instructed by AEMA's Fiscal Division; (4) claims will be submitted on a monthly basis within 30 calendar days after the end of the month for which you are filing. Failure to submit your claim in a timely manner may result in reducing the original claim amount. Submitting your claim to AEMA from day 31 to 60 could result in a 50% reduction. Submitting your claim to AEMA beyond day 60 could result in a 100% reduction for that particular claim; (5) all claims relating to this grant must be submitted by October 30, 2020; (6) information requested by AEMA concerning expenditures will be provided immediately; (7) funds will be used to provide support of essential expenses of local EMA offices, such as salaries, benefits, equipment, supplies, maintenance of facilities, & other necessary costs of operation for the local EMA office; (8) All EMPG related files/paperwork will be made available to AEMA personnel for monitoring & review; (9) they will comply with the Federal Emergency Management Agency's rules regarding the ISIP, the BSIR, and other provisions of this grant.

Subgrantee agrees that the AEMA Director or his designated agent may elect to withhold or, with a ten day notice, withdraw all or part of this funding from the grantee for (1) non-compliance with any portion of the terms stated in this document, or (2) failure to perform appropriately in an emergency situation, or (3) failure to progress toward full compliance with Emergency Management Accreditation Program (EMAP) standards or (4) allowing the position of local EMA Director to remain vacant for more than 30 days without appointing either a new Director or an Acting Director.

**Certification By County Official Authorized To Sign:**

I certify that I understand and agree to comply with the general & fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Subgrantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Subgrantee will not supplant state or local funds.



Brian E. Hastings, Director  
Alabama Emergency Management Agency

09/29/20

Date



Local EMA Director/Coordinator  
Zachary M. Hood

10/13/2020

Date

Chief Elected Official

Date



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0089, **Version:** 1

**Item #:** BM1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

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

**Submitted by:** Makayla Shiver, Jr. Staff Accountant

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### **ITEM TITLE**

Resolution #2021-012 - Authorization for Chairman and Clerk/Treasurer to Sign Bank Documents for Fiscal Year 2021

### **STAFF RECOMMENDATION**

Adopt Resolution #2021-012, authorizing Chairman Joseph Lee Davis III and Clerk/Treasurer, Adria Cian Harrison, to sign all necessary bank documents such as the bank signature cards, bank resolutions, bank night depository agreements and any other necessary supporting documents that must be updated.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 11/4/2019

**Background:** On November 4, 2019, the Commission adopted Resolution #2020-019, authorizing Chairman, Billie Jo Underwood, and Adria Cian Harrison, Clerk/Treasurer, to sign all necessary bank documents such as bank signature cards, bank resolutions, bank night depository agreements, etc. that must be updated.

For Fiscal Year 2021, various bank documents need to be updated with the new Chairman's information. This action authorizes the new Chairman and Clerk/Treasurer to sign all such documents.

### **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:**

1. Administration will get the Chairman to sign Resolution #2021-012.
2. Finance and Accounting will get the Chairman to sign bank documents and deliver them to the banks.

**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 # 2021-012  
OF THE  
BALDWIN COUNTY COMMISSION***

**A RESOLUTION AUTHORIZING CHAIRMAN, JOSEPH LEE DAVIS III AND  
CLERK/TREASURER, ADRIA CIAN HARRISON, TO SIGN ANY REQUIRED BANKING  
RESOLUTIONS, SIGNATURE CARDS, OR ANY OTHER FORMS.**

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR MEETING ASSEMBLED, that Joseph Lee Davis III, Chairman of the Baldwin County Commission, and Clerk/Treasurer, Adria Cian Harrison, are hereby directed and authorized to sign required bank documents.

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

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Joseph Lee Davis III, Chairman  
Baldwin County Commission

ATTEST:

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Adria Cian Harrison, Clerk/Treasurer  
Baldwin County Commission



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0121, **Version:** 1

**Item #:** BN1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

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

Tyler Mitchell, P.E., Construction Manager

**Submitted by:** Halley Black, Office Manager

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### **ITEM TITLE**

Case No. S-19028 - Hill Top Subdivision, Phase One - Road Acceptance

### **STAFF RECOMMENDATION**

Take the following actions regarding Subdivision Case No. S-19028 - Hill Top Subdivision, Phase One in Maintenance Area 200:

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

<b><u>Road Name</u></b>	<b><u>Length</u></b>	<b><u>Asphalt Width</u></b>
Petiole Drive	2,923 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 FCCI Insurance Company on behalf of Baldwin Road Builders, Inc. in the amount of \$134,290.90 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and "As-Built" construction plans.

### **BACKGROUND INFORMATION**

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

**Background:** On October 5, 2020, the Baldwin County Highway Department approved the Final and "As-Built" construction plans for Hill Top Subdivision, Phase One (County Case No. S-19028) located in Fairhope. The required improvements have been inspected and are in accordance with the Subdivision Regulations.

*The Baldwin County Subdivision Regulations, Article §7.42 - 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 agreement used as previously approved by Brad Hicks, County Attorney (approved 01/09/2020) los

**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 Halley Black (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:

Mr. Jason Tickle

Owner, Managing Member

Two Hands Design & Development, LLC

6567 Hawthorne Lane

Fairhope, Alabama 36532

**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 Two Hands Design & Development, LLC and Baldwin Road Builders, Inc (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 Hill Top Phase 1 (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. 2746C & 2746D on the 16<sup>th</sup> day of October, 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):

<u>Roadway Name</u>	<u>Centerline Length of Roadway (feet)</u>	<u>Asphalt Width (feet)</u>	<u>Curbing Y/N</u>
PETIOLE DRIVE	2,923 LF	18'	Y

(list all subject roads/rights-of-way separately); and

WHEREAS the OWNER hereby agrees that in consideration of the COUNTY COMMISSION accepting the said roadways and drainage improvements for maintenance, a maintenance surety document (Exhibit B) has been provided to the Baldwin County Commission in an amount determined by the County Engineer and not less than 40% of the "Engineer's Itemized Cost Estimate of Construction" (Exhibit A) of the roadways and drainage improvements within the said rights-of-way; and

NOW THEREFORE, in consideration of the premises and the mutual covenants contained within this AGREEMENT and Contract, the sufficiency of which is hereby acknowledged, the OWNER and the COUNTY COMMISSION do hereby agree as follows:



1. RECITALS. The above recitals and statements are incorporated as part of this AGREEMENT as if fully set forth herein.
2. EXHIBITS AND ATTACHMENTS. Exhibits and/or attachments listed or referenced herein are specifically included as a necessary part of this AGREEMENT and the same shall not be complete without such items, to wit:

Exhibit A. Engineer's Itemized Cost Estimate of Construction (certified by the design engineer of all roadways and drainage improvements within the public rights-of-way);

Exhibit B. Maintenance Surety Document in the form (as approved by the COUNTY COMMISSION) and the amount prescribed by the County Engineer as described herein;

Exhibit C. Copy of the Recorded Subdivision Plat;

Exhibit D. Certification of Improvements.

COUNTY COMMISSION and OWNER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this AGREEMENT noting their inclusion and attachment hereto.

3. OWNERSHIP. The OWNER hereby warrants that he is the rightful owner of all necessary rights, title, and interest in the property subject to this AGREEMENT and he has full authority to enter and do all things required by this AGREEMENT.
4. MAINTENANCE PERIOD. The subject maintenance period and term of this AGREEMENT begins upon the date in which all PARTIES fully approve and execute the same and shall extend for a period of twenty-four (24) months therefrom (twenty-four (24) month period).
5. COUNTY ENGINEER SOLE AUTHORITY. The County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine, without limitation, the existence and nature of defects and deficiencies within any right-of-way subject hereto; furthermore, the County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine the sufficiency of any conducted repairs and/or improvements required within any rights-of-way subject hereto. The interpretations and determinations of the County Engineer, or his designee, hereunder shall be final.
6. SURETY REQUIREMENTS. The OWNER has filed with the COUNTY COMMISSION a Maintenance Bond, Irrevocable Standby Letter of Credit, or other approved form of surety document (Exhibit B) in the amount of \$ 134,290.90 made payable to the Baldwin County Commission on behalf of Baldwin Road Builders, Inc. (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.

7. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations, whatsoever, whether express or implied.
8. SEVERABILITY. In the event that any provision of this AGREEMENT shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.
9. NON-ASSIGNABILITY. The PARTIES hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise dispose of any interest, rights or obligations provided or contained herein in whole or in part at any time.
10. NON-WAIVER. The waiver of any breach of this AGREEMENT by COUNTY COMMISSION shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Contract. The delay or omission by COUNTY COMMISSION to exercise any right or power provided by this AGREEMENT shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of OWNER. Any breach on the part of OWNER shall be construed a continuing breach, and COUNTY COMMISSION may exercise every right and power under the AGREEMENT at any time during the action or inaction or upon the occurrence of any subsequent breach.



11. TERM AND BINDING EFFECT. This AGREEMENT and Contract will, upon COUNTY COMMISSION approval:

A. continue in effect for a twenty-four (24) month period unless amended, altered, or otherwise changed in writing by all PARTIES hereto, and;

B. be binding upon and shall inure to the benefit of the COUNTY COMMISSION and the OWNER.

12. HOLD HARMLESS. The OWNER shall indemnify, defend and hold COUNTY COMMISSION and its affiliates, employees, agents, and representatives (collectively "COUNTY COMMISSION") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY COMMISSION, as a result of or in the construction and design of the subject roadways and drainage improvements and in relation in any manner related to the acts, negligence or omissions of the OWNER in relation to the maintenance or the care of the subject rights-of-way prior to the execution of this AGREEMENT. This indemnification shall survive the expiration of this AGREEMENT.

13. NO AGENCY CREATED. It is neither the express nor the implied intent of the OWNER or the COUNTY COMMISSION to create an agency relationship pursuant to this AGREEMENT; therefore, the OWNER does not in any manner act on behalf of the COUNTY COMMISSION and the creation of such a relationship is prohibited and void.

14. WARRANTIES AND REPRESENTATIONS. The execution and delivery of this AGREEMENT have been duly authorized by all necessary actions of COUNTY COMMISSION and OWNER.

This AGREEMENT has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and 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. GOVERNING LAW. This AGREEMENT shall be deemed to have been made in the State of Alabama. The validity of the same, its construction, interpretation, enforcement and the rights of the PARTIES hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising there under.

16. NOTICE. Any notices to be given under this AGREEMENT by either PARTY, to the other, shall only be effectuated either by personal delivery in writing or by registered or certified mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt. This provision, however, shall not invalidate the date identified on any notice of required repairs issued by County Engineer, and in such case, the date of said notice shall govern.

Any notices given hereunder shall be delivered, as specified above, only to the following address of the PARTIES:



OWNER: Two Hands Design & Development, LLC  
Address: 23389 Main Street  
Fairhope, AL 36532  
Telephone Number: 251-209-7135

DEVELOPER: Two Hands Design & Development, LLC  
Address: 23389 Main Street  
Fairhope, AL 36532  
Telephone Number: 251-209-7135

CONTRACTOR: Baldwin Road Builders, Inc.  
Address: 18520 County Road 9  
Silverhill, AL 36576  
Telephone Number: 251-988-8128

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)

**Owner Company Name**

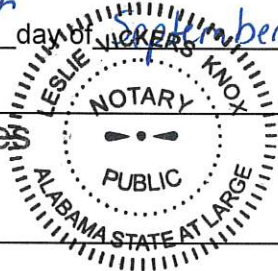
Jason Tickle / Member  
OWNER-(print) / Title  
OWNER (signature) / 9/30/20 /Date

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, Leslie Vickers Knox, Notary Public in and for said County, in said State, hereby certify that Jason Tickle (individual's name), whose name as Managing Member of Two Hands Design & Development, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 30<sup>th</sup> day of September, 2020.

Leslie Vickers Knox  
NOTARY PUBLIC  
My Commission Expires  
September 4, 2022



Two Hands Design & Development, LLC

**Developer Company Name**

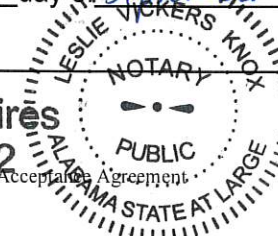
Jason Tickle / Member  
DEVELOPER-(print) / Title  
DEVELOPER (signature) / 9/30/20 /Date

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, Leslie Vickers Knox, Notary Public in and for said County, in said State, hereby certify that Jason Tickle (individual's name), whose name as Managing Member of Two Hands Design & Development, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 30<sup>th</sup> day of September, 2020.

Leslie Vickers Knox  
NOTARY PUBLIC  
My Commission Expires  
September 4, 2022



Baldwin Road Builders, Inc.

**Contractor Company Name**

Bryan Peacock

/ President

CONTRACTOR-(print)

/ Title

*Bryan Peacock*

/ 10/1/2020

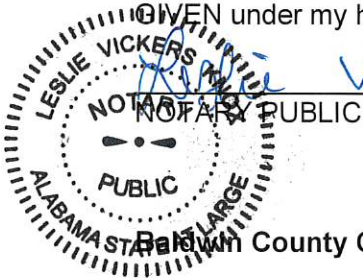
CONTRACTOR (signature)

/Date

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, Leslie Vickers Knox, Notary Public in and for said County, in said State, hereby certify that Bryan Peacock (individual's name), whose name as President of Baldwin Road Builders, Inc., 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 1<sup>st</sup> day of October, 2020.



**My Commission Expires  
September 4, 2022**

Baldwin County Commission

Baldwin County Commission Chairman

/ Date

ATTEST:

County Administrator

/ Date



**JADE CONSULTING, LLC**  
**ENGINEERS COST ESTIMATE**  
**FOR MAINTENANCE BOND**

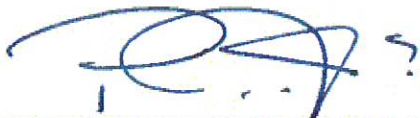
OWNER: **Two Hands Design & Development**  
 PROJECT: **Hill Top Subdivision**

PROJECT NUMBER: **Tickle-1614**  
 DATE: **05/27/2020**

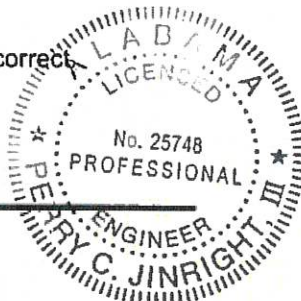
ITEM #	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL AMOUNT
1	ROADBED PROCESSING (230-A)	RDBD STA	29	\$350.00	\$10,150.00
2	ALDOT 821 GRANULAR SOIL BASE, COURSE, UPPER LAYER, TYPE A, ROAD MIXED, 4" COMPACTED THICKNESS (301-A)	SYCIP	5,805	\$2.75	\$15,963.75
3	ALDOT 821 GRANULAR SOIL BASE, COURSE, LOWER LAYER, TYPE A, ROAD MIXED, 4" COMPACTED THICKNESS (301-A)	SYCIP	7,050	\$2.75	\$19,387.50
4	BITUMINOUS TREATMENT, TYPE A (0.25 GAL/SY) (401-A)	SY	5,805	\$0.50	\$2,902.50
5	TACK COAT(0.05 GAL/SY) (405-A)	GAL	20	\$10.00	\$200.00
6	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAXIMUM AGGREGATE SIZE MIXED, ESAL RANGE B, 125 LBS/SY (424-A)	SY	190	\$20.00	\$3,800.00
7	SUPERPAVE BITUMINOUS CONCRETE BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIXED, ESAL RANGE B, 220 LBS/SY (424-B)	SY	190	\$25.00	\$4,750.00
8	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE, 3/4" MAXIMUM AGGREGATE SIZE MIXED, ESAL RANGE B, 220 LBS/SY (424-A)	SY	5,615	\$11.50	\$64,572.50
9	22"x13" RCAP STORM SEWER PIPE (533-A)	LF	262	\$65.00	\$17,030.00
10	29"x18" RCAP STORM SEWER PIPE (533-A)	LF	53	\$95.00	\$5,035.00
11	18" RCP STORM SEWER PIPE (533-A)	LF	752	\$43.00	\$32,336.00
12	24" RCP STORM SEWER PIPE (533-A)	LF	24	\$65.00	\$1,560.00
13	22"x13" PIPE END TREATMENT, CLASS 1 (619-A)	EA	7	\$1,200.00	\$8,400.00

ITEM #	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL AMOUNT
14	22"x13" PIPE END TREATMENT, DBL CLASS 1 (619-A)	EA	2	\$2,500.00	\$5,000.00
15	29"x18" PIPE END TREATMENT, CLASS 1 (619-A)	EA	1	\$1,400.00	\$1,400.00
16	JUNCTION BOX, 4'x4' (621-A)	EA	1	\$3,900.00	\$3,900.00
17	INLETS, TYPE S CURB INLET, ONE WING (621-C)	EA	2	\$4,800.00	\$9,600.00
18	INLETS, TYPE S CURB INLET, TWO WING (621-C)	EA	1	\$5,000.00	\$5,000.00
19	24" DOME GRATE INLET (621-G)	EA	1	\$2,200.00	\$2,200.00
20	18"x18" NEENAH GRATE INLET (621-G)	EA	1	\$2,500.00	\$2,500.00
21	3' DIA. STRUCTURE W/ RS-36 TRASH RACK (621-G)	EA	2	\$7,000.00	\$14,000.00
22	4' DIA. STRUCTURE W/ RS-48 TRASH RACK (621-G)	EA	1	\$8,500.00	\$8,500.00
23	24" CONCRETE CURB & GUTTER (623-C)	LF	935	\$14.00	\$13,090.00
24	12" CONCRETE RIBBON CURB (623-A)	LF	4,670	\$15.00	\$70,050.00
25	PAVEMENT MARKINGS, CLASS 2, TYPE A (703-A)	LS	1	\$8,000.00	\$8,000.00
26	STREET SIGNS (710-A)	EA	16	\$400.00	\$6,400.00
TOTAL					\$335,727.25
MAINTENANCE BOND (40% ROADWAY & DRAINAGE R.O.W. IMPROVEMENTS)					\$134,290.90

I certify the cost estimate to be correct.



PROJECT MANAGER



## MAINTENANCE BOND

BOND NUMBER -                     

KNOWN ALL MEN BY THESE PRESENTS, That we: Baldwin Road Builders, Inc  
                                    , (Contractor or Owner) as Principal, and FCCI Insurance Company  
                                    , (Surety) a corporate of the State of Florida , as surety, are held  
 and firmly bound unto: **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA**  
 in the sum of \$134,290.90 Dollars , 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 6th day of October , 20 20 .

WHEREAS, The said Principal did enter into a contract entitled Subdivision Roadway Drainage  
 Improvement Acceptance Agreement (the "Agreement") with the said **BALDWIN COUNTY**  
**COMMISSION, BALDWIN COUNTY, ALABAMA** for Hill Top Phase 1  
                                     (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:

*Jeri Peacock*

Contractor or Owner: Baldwin Road Builders, Inc

By *Bryan Peacock*  
 Bryan Peacock

COUNTERSIGNED:

Surety: FCCI Insurance Company  
 By *Anna B. Rushing*  
 Anna B. Rushing, Attorney-in-Fact





## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Anna B Rushing; Harry W Mattei; L Taylor Beville; M Harland Ison Jr; Peyton L Mattei

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

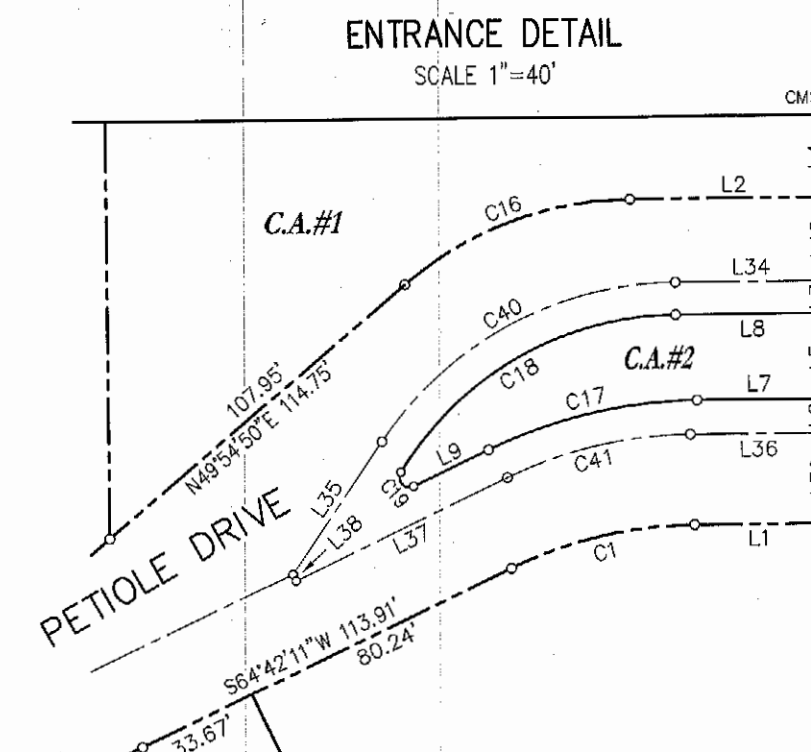
Dated this 6th day of October, 2020

Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company



S-2746C

Exhibit C



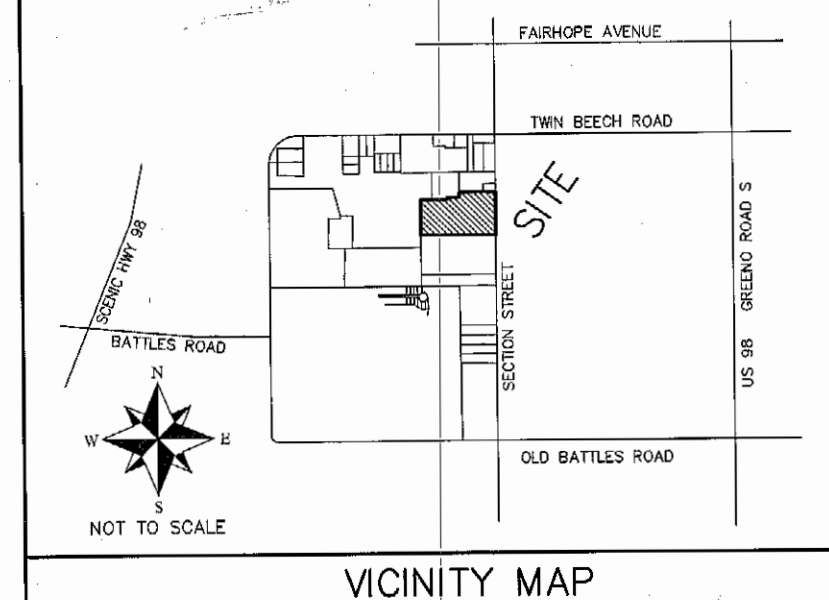
## LINE DATA

LINE	BEARING	DISTANCE
L1	S89°54'50"W	38.54'
L2	N89°54'50"E	55.77'
L3	N00°03'43"E	9.00'
L4	N00°03'43"E	22.90'
L5	N00°03'43"E	23.67'
L6	N00°03'43"E	9.33'
L7	N89°54'50"E	37.53'
L8	S89°54'50"W	43.30'
L9	N64°42'24"E	23.19'
L10	S07°07'50"W	63.63'
L11	S89°58'08"E	20.86'
L12	S64°42'11"W	89.09'
L13	S40°17'12"W	12.00'
L14	S40°17'12"W	37.45'
L15	S49°42'48"E	3.49'
L16	N40°17'12"E	3.45'
L17	S60°17'12"W	41.05'
L18	S30°17'12"W	61.64'
L19	S40°17'12"W	156.78'
L20	N07°07'50"E	18.43'
L21	N35°00'00"E	43.24'
L22	N17°50'22"E	140.86'
L23	N89°54'50"E	38.79'
L24	N15°07'24"E	98.59'
L25	S37°51'42"E	38.95'
L26	S44°58'08"E	7.59'
L27	S32°12'51"W	39.53'
L28	S57°47'09"E	17.63'
L29	S00°04'44"W	76.15'
L30	S45°04'44"W	21.21'
L31	S00°04'44"W	76.24'
L32	S44°55'16"E	19.50'
L33	S00°19'26"E	172.36'
L34	S89°54'50"W	43.32'
L35	N34°36'38"E	44.27'
L36	N89°54'50"E	39.50'
L37	N64°42'11"E	65.38'
L38	N25°17'49"W	2.00'
L39	N00°03'43"E	25.00'
L40	N00°03'43"E	23.00'
L41	S60°17'12"W	41.05'
L42	S30°17'12"W	61.64'
L43	S40°17'12"W	171.00'
L44	N89°58'08"W	307.62'
L45	N00°01'52"E	100.00'
L46	S89°58'08"E	432.79'
L47	S72°09'38"E	46.63'
L48	N49°42'48"W	37.49'
L49	S89°54'50"W	38.79'
L50	S17°50'22"W	67.90'
L51	S17°50'22"W	72.95'
L52	S35°00'00"W	43.24'

## AREA DATA

LOT 1	16,785 SF	0.385 AC
LOT 2	16,418 SF	0.377 AC
LOT 3	15,000 SF	0.344 AC
LOT 4	15,000 SF	0.344 AC
LOT 5	15,119 SF	0.347 AC
LOT 6	23,060 SF	0.528 AC
LOT 7	23,004 SF	0.528 AC
LOT 8	21,779 SF	0.500 AC
LOT 9	21,709 SF	0.498 AC
LOT 10	26,022 SF	0.597 AC
LOT 11	35,436 SF	0.814 AC
LOT 12	18,448 SF	0.424 AC
LOT 13	17,063 SF	0.392 AC
LOT 14	26,650 SF	0.609 AC
LOT 15	15,088 SF	0.346 AC
LOT 16	15,066 SF	0.347 AC
LOT 17	15,009 SF	0.347 AC
LOT 18	21,748 SF	0.499 AC
LOT 19	22,629 SF	0.520 AC
LOT 20	15,000 SF	0.344 AC
LOT 21	15,077 SF	0.346 AC
LOT 22	15,000 SF	0.344 AC
LOT 23	15,000 SF	0.344 AC
LOT 24	15,000 SF	0.344 AC
LOT 25	15,043 SF	0.345 AC
LOT 26	15,043 SF	0.345 AC
LOT 27	15,000 SF	0.344 AC
LOT 28	15,000 SF	0.344 AC
LOT 29	49,256 SF	1.131 AC
C.A. 1	9,835 SF	0.226 AC
C.A. 2	2,588 SF	0.059 AC
C.A. 3	150,022 SF	3.444 AC
C.A. 4	20,130 SF	0.462 AC
C.A. 5	17,923 SF	0.413 AC
C.A. 6	19,165 SF	0.440 AC

Exhibit C

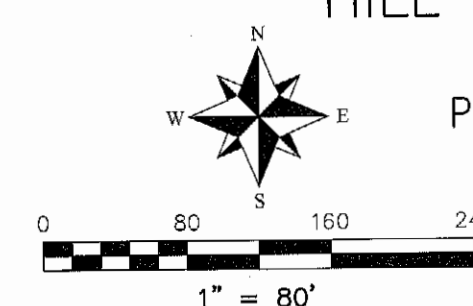


## CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25°12'40"	120.00'	52.80'	S77°18'31"W	52.38'
C2	13°34'19"	400.00'	94.75'	S57°55'01"W	94.53'
C3	10°50'40"	400.00'	75.71'	S45°42'31"W	75.60'
C4	1°00'21"	125.00'	2.19'	S40°47'22"W	2.19'
C5	36°57'54"	125.00'	80.65'	S59°46'29"W	79.25'
C6	31°12'44"	125.00'	68.09'	N74°12'46"W	67.26'
C7	36°57'54"	125.00'	80.65'	N40°16'27"W	79.25'
C8	21°49'22"	125.00'	47.61'	N10°52'49"W	47.32'
C9	15°08'32"	125.00'	33.04'	N07°36'08"E	32.94'
C10	36°57'54"	125.00'	80.65'	N33°39'21"E	79.25'
C11	37°53'34"	125.00'	82.67'	N71°05'05"E	81.17'
C12	72°11'30"	25.00'	31.50'	N53°56'07"E	29.46'
C13	31°48'34"	50.00'	27.76'	N33°44'39"E	27.40'
C14	40°15'54"	50.00'	35.14'	N69°46'53"E	34.42'
C15	40°00'00"	130.00'	90.78'	N69°54'50"E	88.93'
C16	40°00'00"	98.00'	68.42'	N69°54'50"E	67.04'
C17	25°10'26"	137.00'	60.19'	N77°19'37"E	59.71'
C18	57°52'06"	91.00'	91.91'	S60°58'48"W	88.05'
C19	147°18'21"	2.75'	7.07'	S41°36'26"E	5.28'
C20	107°48'30"	25.00'	47.04'	S36°03'53"E	40.40'
C21	72°11'30"	75.00'	94.50'	S53°56'07"E	88.37'
C22	90°00'00"	75.00'	117.81'	N44°58'08"W	106.07'
C23	90°00'00"	75.00'	117.81'	N45°01'52"E	106.07'
C24	90°00'00"	20.00'	31.42'	S04°42'48"E	28.28'
C25	20°00'00"	86.00'	30.02'	S00°17'12"W	29.87'
C26	30°00'00"	94.00'	49.22'	S45°17'12"W	48.66'
C27	10°00'00"	116.00'	20.25'	S35°17'12"W	20.22'
C28	146°50'39"	1.00'	2.56'	N66°17'29"W	1.92'
C29	27°52'10"	86.00'	41.83'	N21°03'55"E	41.42'
C30	17°09'38"	114.00'	34.14'	N26°25'11"E	34.02'
C31	72°04'28"	71.00'	89.31'	N53°52'36"E	83.54'
C32	40°22'21"	46.00'	32.41'	S69°53'59"E	31.75'
C33	12°50'19"	49.00'	10.98'	S83°36'43"W	10.98'
C34	58°58'00"	89.00'	91.60'	S47°42'34"W	87.61'
C35	18°11'42"	49.00'	15.56'	S09°07'43"W	15.50'
C36	90°00'00"	25.00'	39.27'	N44°58'08"W	35.36'
C37	90°00'00"	25.00'	39.27'	N45°01'52"E	35.36'
C38	11°46'26"	125.00'	25.69'	S84°08'39"W	25.64'
C39	55°18'13"	100.00'	96.52'	N62°15'44"E	92.82'
C40	25°12'40"	120.00'	52.80'	S77°18'31"W	52.38'
C41	24°24'59"	160.00'	68.18'	S52°29'41"W	67.67'
C42	20°00'00"	100.00'	34.91'	S50°17'12"W	34.73'
C43	30°00'00"	80.00'	41.89'	S45°17'12"W	41.41'
C44	10°00'00"	130.00'	22.69'	S35°17'12"W	22.66'
C45	10°10'59"	180.00'	31.99'	S45°22'41"W	31.95'
C46	39°33'42"	180.00'	124.29'	S70°15'01"W	121.83'
C47	90°00'00"	100.00'	157.08'	N44°58'08"W	141.42'
C48	90°00'00"	100.00'	157.08'	N45°01'52"E	141.42'
C49	17°48'30"	100.00'	31.08'	S81°03'53"E	30.96'
C50	40°22'21"	60.00'	42.28'	N69°53'59"W	41.41'
C51	72°04'28"	85.00'	106.92'	S53°52'36"W	100.01'
C52	17°09'38"	100.00'	29.95'	S26°25'11"W	29.84'
C53	27°52'10"	100.00'	48.64'	N21°03'55"E	48.16'

HILL TOP SUBDIVISION  
PHASE ONE  
PLAT OF SUBDIVISION

SEPTEMBER 21, 2020



**WATTIER SURVEYING, INC.**  
PROFESSIONAL LAND SURVEYORS  
4318 Downtowner Loop N., Suite H  
Mobile, Alabama 36609  
251-342-2640



## CERTIFICATION OF OWNERSHIP AND DEDICATION

THIS IS TO CERTIFY THAT TWO HANDS DESIGN & DEVELOPMENT, LLC IS THE OWNER OF THE LAND SHOWN AND DESCRIBED HEREON, AND THAT THE SAME HAS CAUSED SAID LAND TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE DESIGN AND TITLE HEREON INDICATED, AND GRANT ALL EASEMENTS AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED, TOGETHER WITH SUCH RESTRICTIONS AND COVENANTS NOTED BELOW OR ATTACHED IN A SEPARATE LEGAL DOCUMENT.

DATED THIS 30<sup>th</sup> DAY OF September, 2020.

OWNER

## CERTIFICATION BY NOTARY PUBLIC

STATE OF ALABAMA  
COUNTY OF BALDWIN

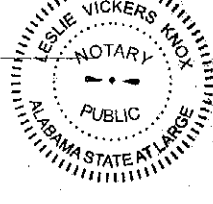
I, Leslie Vickers Knox, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT M. Jason Tickle WHOSE NAME AS

Managing Member OF TWO HANDS DESIGN & DEVELOPMENT, LLC, IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE INSTRUMENT, 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 NOTORIAL SEAL THIS 30<sup>th</sup> DAY OF September, 2020.

Leslie Vickers Knox  
NOTARY PUBLIC

My Commission Expires  
September 4, 2022



## SURVEYOR'S CERTIFICATE

STATE OF ALABAMA  
COUNTY OF BALDWIN

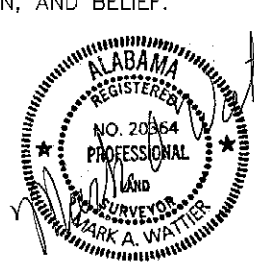
I, MARK A. WATTIER, A LICENSED SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY OF TWO HANDS DESIGN & DEVELOPMENT, LLC, SITUATED IN BALDWIN COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°-04'-39" WEST ALONG THE EAST LINE OF SAID SECTION 30 A DISTANCE OF 979.00 FEET; THENCE RUN SOUTH 89°-54'-50" WEST A DISTANCE OF 40.00 FEET TO A 1/2" REBAR ON THE WEST RIGHT-OF-WAY LINE OF SECTION STREET (AKA COUNTY HIGHWAY NO. 3)(80' R/W), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE RUN SOUTH 89°-54'-50" WEST A DISTANCE OF 621.70 FEET TO A CAPPED REBAR (CA0092LS); THENCE RUN SOUTH 00°-07'-17" WEST A DISTANCE OF 104.09 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN NORTH 89°-58'-08" WEST A DISTANCE OF 201.55 TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 00°-01'-32" WEST A DISTANCE OF 29.45 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 89°-53'-32" WEST A DISTANCE OF 459.00 FEET TO A CAPPED REBAR (WATTIER) ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE RUN SOUTH 00°-16'-36" WEST ALONG SAID WEST LINE A DISTANCE OF 645.05 FEET TO A CRIMP TOP PIPE; THENCE RUN SOUTH 89°-41'-54" EAST A DISTANCE OF 1,284.76 FEET TO A CAPPED REBAR (KOUNTZ) ON THE WEST RIGHT-OF-WAY LINE OF SAID SECTION STREET; THENCE RUN NORTH 00°-03'-43" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 787.02 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 21.175 ACRES, MORE OR LESS.

AND THAT THE PLAT OR MAP CONTAINED HEREON IS A TRUE AND CORRECT MAP SHOWING THE SUBDIVISION INTO WHICH THE PROPERTY DESCRIBED IS DIVIDED, GIVING THE LENGTH AND BEARINGS OF THE BOUNDARIES OF EACH LOT AND EASEMENT AND ITS NUMBER, AND SHOWING THE STREETS, ALLEYS AND PUBLIC GROUNDS, AND GIVING THE BEARINGS, LENGTH, WIDTH AND NAMES OF THE STREETS, SAID MAP FURTHER SHOWS THE RELATION OF THE LAND SO PLATTED TO THE GOVERNMENT SURVEY, AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT POINTS MARKED THUS (O) AS HEREON SHOWN. I FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

WITNESS MY HAND THIS 30<sup>th</sup> DAY OF September, 2020.

SURVEYOR Mark A. Wattier  
ALABAMA LICENSE #20364



## ENGINEER'S CERTIFICATE

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF ALABAMA HOLDING CERTIFICATE NUMBER 25748, HEREBY CERTIFY THAT I HAVE DESIGNED THE WITHIN IMPROVEMENTS IN CONFORMITY WITH APPLICABLE CODES AND LAWS AND WITH THE PRINCIPALS OF GOOD ENGINEERING PRACTICE. I FURTHER CERTIFY THAT I HAVE OBSERVED THE CONSTRUCTION OF THE WITHIN IMPROVEMENTS, THAT THE SAME CONFORMS TO MY DESIGN, THAT THE WITHIN IS A TRUE AND ACCURATE REPRESENTATION OF IMPROVEMENTS AS INSTALLED AND THAT SAID IMPROVEMENTS ARE HEREBY RECOMMENDED FOR ACCEPTANCE BY THE CITY OF FAIRHOPE, ALABAMA.

PROJECT ENGINEER  
Mark A. Wattier  
DATE 9/30/20

HILL TOP SUBDIVISION, PHASE ONE PLANS WHICH ARE CERTIFIED CONSIST OF PAGE 1 THRU 42, EACH OF WHICH BEARS BY SEAL AND SIGNATURE.

## CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE PLANNING COMMISSION

THE WITHIN PLAT OF THE HILL TOP SUBDIVISION, PHASE ONE, FAIRHOPE, ALABAMA IS HEREBY APPROVED BY THE CITY OF FAIRHOPE PLANNING AND ZONING COMMISSION, THIS THE 5<sup>th</sup> DAY OF OCTOBER, 2020

CHAIRMAN, PLANNING COMMISSION

## CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER

THE UNDERSIGNED, AS COUNTY ENGINEER OF THE COUNTY OF BALDWIN, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE October 12 DAY OF October, 2020

COUNTY ENGINEER MB

## CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES:

THE UNDERSIGNED, AS AUTHORIZED BY RIVIERA UTILITIES, HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE 30<sup>th</sup> DAY OF September, 2020.

AUTHORIZED REPRESENTATIVE

## CERTIFICATE OF APPROVAL BY FAIRHOPE PUBLIC UTILITIES WATER AND SEWER DEPARTMENT:

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE PUBLIC UTILITIES, HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE 2<sup>nd</sup> DAY OF October, 2020

AUTHORIZED REPRESENTATIVE

## CERTIFICATE OF APPROVAL BY FAIRHOPE PUBLIC UTILITIES GAS DEPARTMENT:

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE PUBLIC UTILITIES GAS DEPARTMENT, HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE 2<sup>nd</sup> DAY OF October, 2020

AUTHORIZED REPRESENTATIVE

## CERTIFICATE OF APPROVAL BY AT&amp;T:

THE UNDERSIGNED, AS AUTHORIZED BY AT&T, HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE 30<sup>th</sup> DAY OF September, 2020

AUTHORIZED REPRESENTATIVE

## CERTIFICATE OF APPROVAL BY BALDWIN COUNTY 911:

THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY 911, HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE 30<sup>th</sup> DAY OF September, 2020.

AUTHORIZED REPRESENTATIVE

## CERTIFICATE OF APPROVAL BY BALDWIN COUNTY PLANNING DIRECTOR:

THE UNDERSIGNED, AS DIRECTOR OF THE BALDWIN COUNTY PLANNING AND ZONING DEPARTMENT, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA THIS THE 12<sup>th</sup> DAY OF October, 2020.

PLANNING DIRECTOR

## FLOOD CERTIFICATE:

THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NUMBERS 01003C0756 M AND 01003C0757 M, DATED 04/19/2019, AND IS SHOWN TO BE IN FLOOD ZONE "X-UNSHADED".

## SITE DATA

CURRENT ZONING:	UNZONED BALDWIN COUNTY
LINEAR FEET OF STREETS:	2,923 LF
NUMBER OF LOTS:	29
SMALLEST LOT SIZE:	15,000 SF
AVERAGE LOT SIZE:	19,619 SF
COMMON AREAS:	5,018 AC
TOTAL AREA:	21.175 AC
SITE DENSITY:	1.37 LOTS/ACRE

## LOT UTILITY &amp; DRAINAGE EASEMENTS

(EXCEPT AS OTHERWISE SHOWN)  
FRONT & REAR: 15'  
SIDE: 15' (7.5' EACH SIDE)

## LOT SIDEWALK EASEMENT

(EXCEPT AS OTHERWISE SHOWN)  
FRONT 6'

## REQUIRED SETBACKS

(EXCEPT AS OTHERWISE SHOWN)  
FRONT: 30'  
REAR: 30'  
SIDE: 10'  
SIDE STREET: 20'

## UTILITIES

WATER, SEWER & GAS:  
FAIRHOPE PUBLIC UTILITIES  
555 SOUTH SECTION ST., FAIRHOPE, AL 36532  
JAY WHITMAN (251) 928-8003

## ELECTRICAL:

RIVIERA UTILITIES  
413 E. LAUREL AVE, FOLEY, AL 36536  
SCOTT SLIGH (251) 943-5001

## TELEPHONE:

AT&T  
2155 OLD SHELL ROAD, MOBILE, AL 36607  
WADE MITCHELL (251) 471-8361

## ENGINEER:

JADE CONSULTING, LLC.  
P.O. BOX 1929, FAIRHOPE, AL 36533  
251-928-3443

## SURVEYOR:

WATTIER SURVEYING, INC.  
4321 DOWNTOWNER LOOP NORTH, STE 201  
MOBILE, AL 36609  
251-342-2640

## DEVELOPER/OWNER:

TWO HANDS DESIGN & DEVELOPMENT, LLC.  
6567 HAWTHORNE LANE, FAIRHOPE, AL 36532  
251-209-7135

HILL TOP SUBDIVISION  
PHASE ONE  
PLAT OF SUBDIVISION

SEPTEMBER 21, 2020

**WATTIER SURVEYING, INC.**  
PROFESSIONAL LAND SURVEYORS

4318 DOWNTOWNER LOOP N., SUITE H  
MOBILE, ALABAMA 36609 251-342-2640

**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

HILL TOP PHASE 1

Subdivision:

(Name of subdivision)

- 1) all required improvements are complete;
- 2) all improvements are in compliance with the minimum standards specified by the Baldwin County Planning & Zoning Commission and the Baldwin county Commission for their construction;
- 3) I know of no defects from any cause in these improvements, and;
- 4) all improvements are free and clear of any encumbrance or lien.

Perry C. "Trey" Jinright, III, P.E.

Project Engineer Name



Project Engineer Signature

25748

Registration Number

5/27/2020

Date

Jason Tickle

Subdivider Name



Subdivider Signature

5/27/2020

Date



# BALDWIN COUNTY COMMISSION

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## PLANNING AND ZONING DEPARTMENT

Robertsdale Office  
22251 Palmer St.  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

Foley Office  
201 East Section Avenue  
Foley AL 36535  
Phone: (251) 972-8523  
Fax: (251) 972-8520

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

October 19, 2020

Joey Nunnally, P.E.  
County Engineer

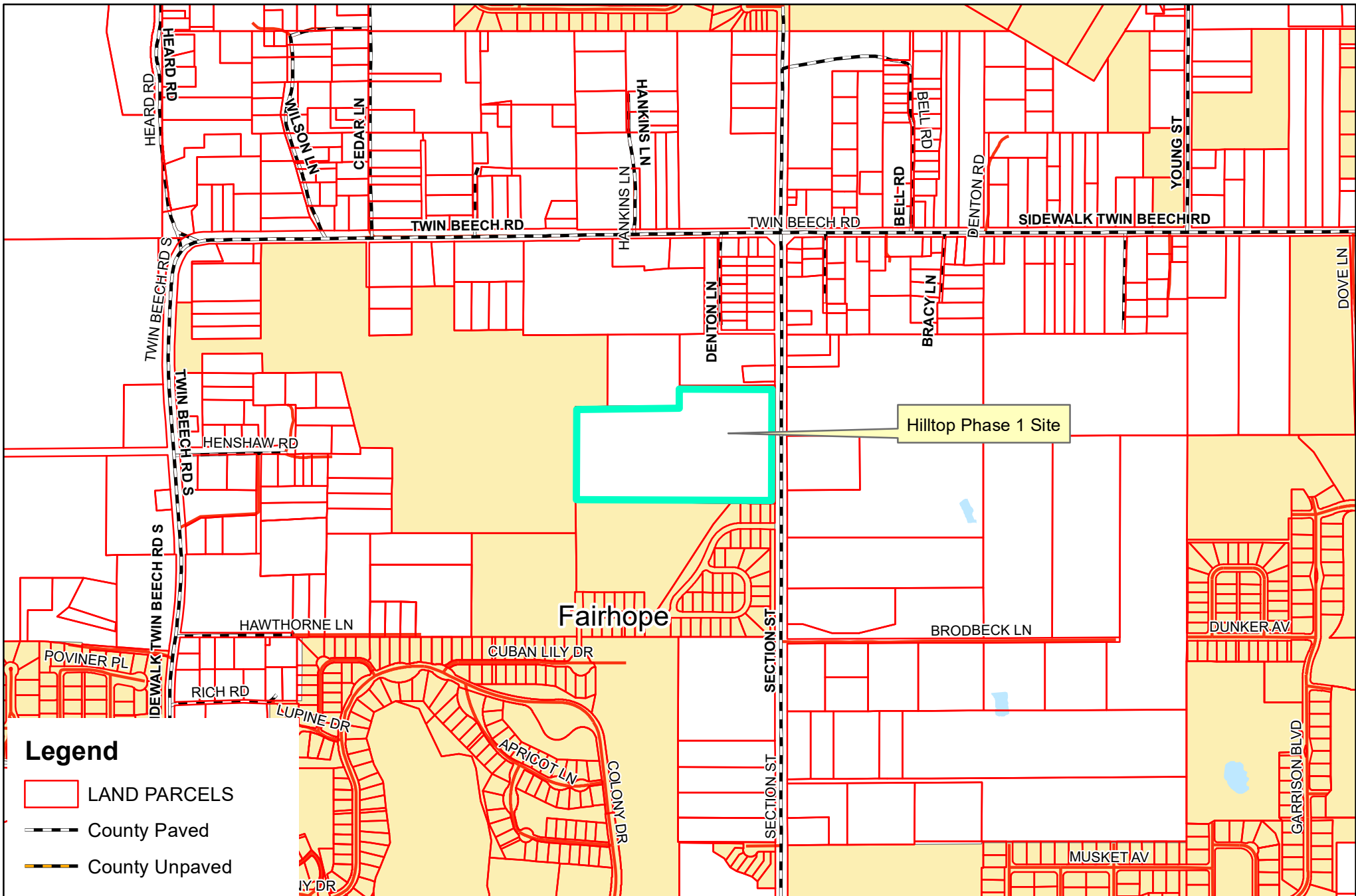
**Subject: (S-19028) Hill Top Subdivision, Phase 1 – Final Plat**

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

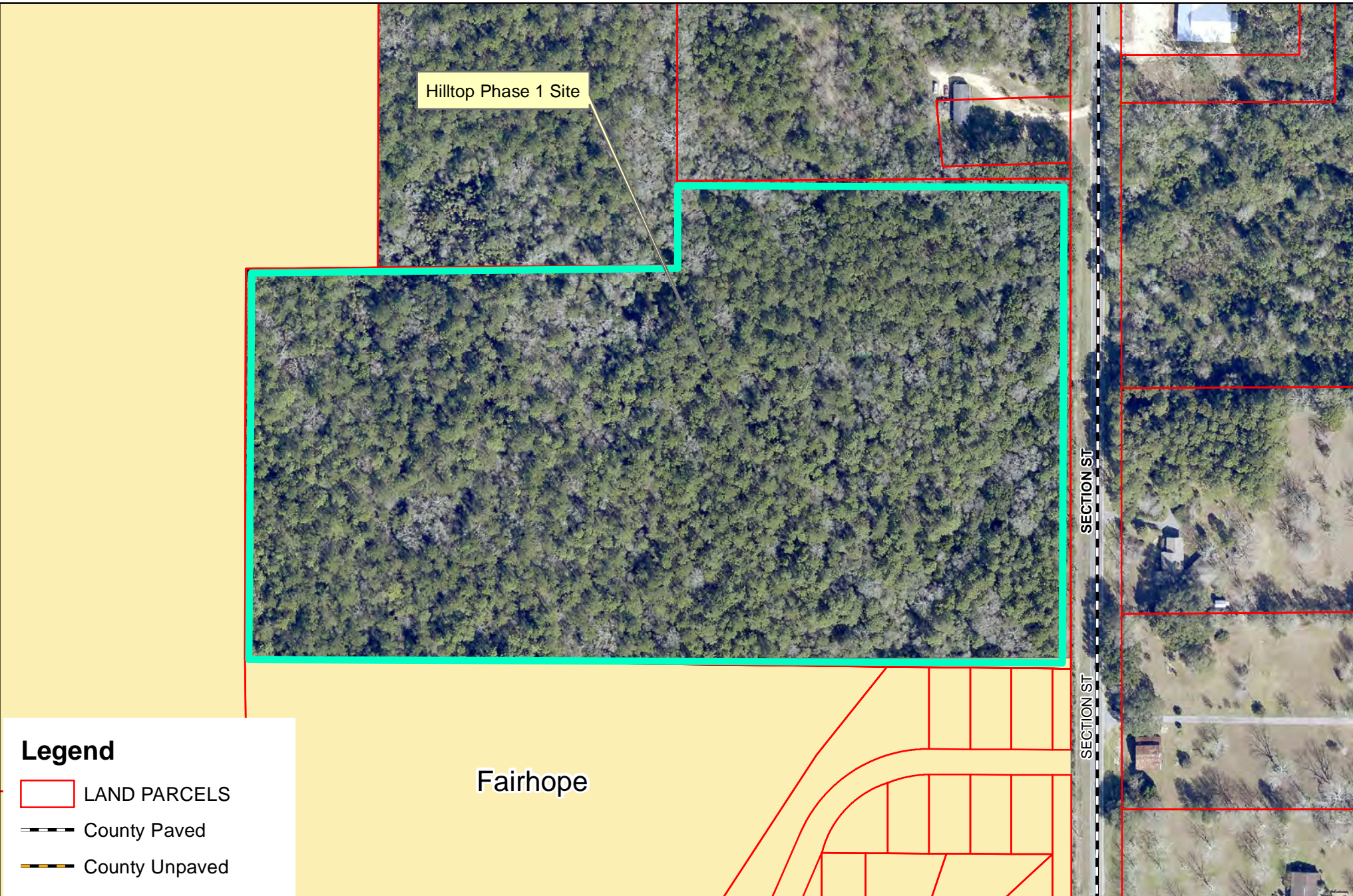
Cc: file



0 750 1,500 2,250 3,000 Feet







# Baldwin County Highway Department





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0125, **Version:** 1

**Item #:** BN2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

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

**Submitted by:** John Sedlack, Design Tech III

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### **ITEM TITLE**

County Road 99 Shoulder Widening - Non-Reimbursable Utility Agreement

### **STAFF RECOMMENDATION**

Authorize the Chairman to execute a Non-Reimbursable Utility Agreement between Baldwin County, CenturyLink and the Alabama Department of Transportation for the relocation/adjustment of utilities in conflict with the County Road 99 Shoulder Widening Project.

### **BACKGROUND INFORMATION**

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

#### **Background:**

CenturyLink has a manhole on the shoulder of County Road 99 that will need to be adjusted during the shoulder widening project. This Non-Reimbursable Utility Agreement lays out the terms of the relocation/adjustment.

### **FINANCIAL IMPACT**

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

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

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

N/A

### **LEGAL IMPACT**

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

No. Standard Alabama Department of Transportation Agreement

**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 have Chairman sign and return to Highway Department (John Sedlack) for further processing.

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

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



**NON-REIMBURSABLE AGREEMENT  
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER	STPLL-0219(254)
COUNTY NUMBER	BCP-0222319
COUNTY	BALDWIN

**THIS AGREEMENT** is entered into by and between the **COUNTY** of BALDWIN, acting by and through its **COUNTY COMMISSION**, hereinafter referred to as the **COUNTY**, and CENTURY LINK, hereinafter referred to as the **UTILITY**.

**WITNESSETH:**

**WHEREAS**, the **COUNTY** proposes a project of certain highway improvements in BALDWIN **COUNTY**, Alabama, said project being designated as Project No. STPLL-0219(254) and consisting approximately of the following: Shoulder Widening on CR-99 from Carrier Dr to Spanish Cove Dr

\_\_\_\_\_ ; and

**WHEREAS**, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

**WHEREAS**, the **COUNTY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

**WHEREAS**, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **COUNTY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **COUNTY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **COUNTY** and **UTILITY** affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability ( in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **COUNTY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **COUNTY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 1st day of September, 2020.

WITNESS:



Gulf Telephone Company dba CenturyLink

(Legal Name of Utility)

BY:



(Signature)

Jeff Crowe

(Type or Printed Name)

Engineer II

(Type or Printed Title)

1751 Industrial Pkwy.

(Address)

Foley, Al. 36535

(Address)

251-952-5781

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:

COUNTY ENGINEER

BY:

REGION ENGINEER

COUNTY OF \_\_\_\_\_

BY:

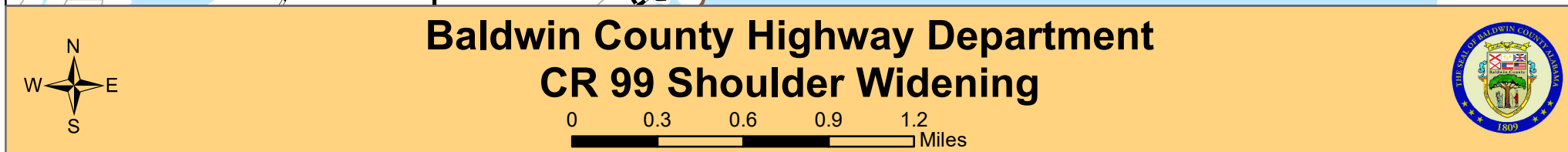
CHAIRMAN, COUNTY COMMISSION

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE: \_\_\_\_\_





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0070, **Version:** 1

**Item #:** BN3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

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

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

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### **ITEM TITLE**

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0211719 - Gap Weekley Road (Tract 1)

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Accept 0.701 acres on Gap Weekley Road (Tract 1) as a right-of-way donated to Baldwin County by Gregory L. Weekley and Lorie A. Weekley on January 28, 2020 (Instrument No. 1808426 of Baldwin County Judge of Probate); and
- 2) Related to the aforesaid, authorize the Chairman to execute IRS Form 8283 for the donated right-of-way.

### **BACKGROUND INFORMATION**

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

**Background:** On January 28, 2020, the Baldwin County Highway Department accepted a right-of-way donation on Gap Weekley Road from Gregory L. Weekley and Lorie A. Weekley.

By the Chairman executing the IRS Form 8283, the County is not indicating that it agrees with the valuation of the property, but rather the County is acknowledging the fact that the county did receive the property.

The only part of the form that will be signed by the Chairman is Part IV, Donee Acknowledgement, in which:

- 1) The date of receipt of the donation is acknowledged; and
- 2) The County affirms that it will file an IRS information return should it dispose of the property within two (2) years after the date of receipt; and

3) The County states whether it intends to use the property for an unrelated use.

**FINANCIAL IMPACT**

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

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Administration Staff have Chairman sign IRS Form. Mail original to Gregory and Lorie Weekley and send copy to Debra Morris and Tate Chalfont.

Contact:  
Gregory and Lorie Weekley  
1016 Brandermill Drive  
Cantonment, Florida 32533

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

# Noncash Charitable Contributions

► **Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.**

► **Information about Form 8283 and its separate instructions is at [www.irs.gov/form8283](http://www.irs.gov/form8283).**

OMB No. 1545-0908

Attachment  
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Gregory L. Weekley & Lorie A. Weekley

**Note.** Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

**Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities**—List in this section **only** items (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities even if the deduction is more than \$5,000 (see instructions).

**Part I Information on Donated Property**—If you need more space, attach a statement.

	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
1		<input type="checkbox"/>	
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

**Note.** If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

**Part II Partial Interests and Restricted Use Property**—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

- 2a** Enter the letter from Part I that identifies the property for which you gave less than an entire interest ► \_\_\_\_\_  
If Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ► \_\_\_\_\_  
**(2)** For any prior tax years ► \_\_\_\_\_
- c** Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):  
Name of charitable organization (donee) \_\_\_\_\_  
Address (number, street, and room or suite no.) \_\_\_\_\_  
City or town, state, and ZIP code \_\_\_\_\_
- d** For tangible property, enter the place where the property is located or kept ► \_\_\_\_\_
- e** Name of any person, other than the donee organization, having actual possession of the property ► \_\_\_\_\_

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Yes | No |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| <b>3a</b> Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? . . . . .                                                                                                                                                                                                                                                                                                           |     |    |
| <b>b</b> Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire? . . . . . |     |    |
| <b>c</b> Is there a restriction limiting the donated property for a particular use? . . . . .                                                                                                                                                                                                                                                                                                                                                        |     |    |



Name(s) shown on your income tax return

Identifying number

Gregory L. Weekley &amp; Lorie A. Weekley

**Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities)**—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

**Part I Information on Donated Property**—To be completed by the taxpayer and/or the appraiser.

**4** Check the box that describes the type of property donated:

- a** ☐ Art\* (contribution of \$20,000 or more)    **d** ☐ Art\* (contribution of less than \$20,000)    **g** ☐ Collectibles\*\*    **j** ☐ Other  
**b** ☐ Qualified Conservation Contribution    **e** ☒ Other Real Estate    **h** ☐ Intellectual Property  
**c** ☐ Equipment    **f** ☐ Securities    **i** ☐ Vehicles

\*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

\*\*Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

**Note.** In certain cases, you must attach a qualified appraisal of the property. See instructions.

<b>5</b>	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
<b>A</b>	0.701 acres for County Road ROW	Very Good	
<b>B</b>			
<b>C</b>			
<b>D</b>			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions	
					(h) Amount claimed as a deduction	(i) Date of contribution
<b>A</b>						
<b>B</b>						
<b>C</b>						
<b>D</b>						

**Part II Taxpayer (Donor) Statement**—List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ►

Signature of taxpayer (donor) ►

Date ►

**Part III Declaration of Appraiser**

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

**Sign****Here**

Signature ►

Title ►

Date ►

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

**Part IV Donee Acknowledgment**—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ► January 28, 2020

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ► ☐ Yes ☒ No

Name of charitable organization (donee)

Employer identification number

Baldwin County Commission

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

312 Courthouse Square, Suite 11

Bay Minette, AL 36507

Authorized signature

Title

Date

Chairman

THIS INSTRUMENT PREPARED BY THE  
BALDWIN COUNTY HIGHWAY DEPARTMENT  
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA )

COUNTY OF BALDWIN )

Project No. 0211719

Gap Weekly Road

G, D, B & Pave Gap Weekly Road  
from CR 61 to EOM

05-17-01-02-0-000-008.002

Tract No. 1

*mms*

FEE SIMPLE  
WARRANTY DEED

BALDWIN COUNTY, ALABAMA  
HARRY D'OLIVE, JR. PROBATE JUDGE  
Filed/cert. 1/28/2020 2:39 PM  
TOTAL \$ 0.00  
10 Pages

1808426



**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), Gregory L. Weekley and Lorie A. Weekley, husband & wife, both conveying property not part of their homestead, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

**A part of the North Half of Section 2, Township 1 South, Range 4 East, identified as Tract Number 1 on Gap Weekly Road, Project No. 0211719 in Baldwin County, Alabama and being more fully described as follows:**

**Parcel 1 of 1:**

Commencing at a 2" open topped iron found at the southwest corner of the Southeast Quarter of the Northwest Quarter of Section 2, Township 1 South, Range 4 East, in Baldwin County, Alabama (the grantor's property corner) and being the Point of Beginning of the property herein to be conveyed;

Thence run northerly along grantor's property line a distance of 47 feet, more or less, to a point on the acquired R/W line;

Thence run northeasterly and parallel to project centerline along a curve to the left having a radius of 200.00 feet and along the acquired R/W line a distance of 130 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 12+19.80);

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT  
P.O. BOX 220  
SILVERHILL, ALABAMA 36576

Thence run northeasterly along the acquired R/W line a distance of 169 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 13+89.15);

Thence run northeasterly and parallel to project centerline along a curve to the right having a radius of 525.00 feet and along the acquired R/W line a distance of 39 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 14+26.39);

Thence run northeasterly along the acquired R/W line a distance of 8 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 14+34.03);

Thence run northeasterly along the acquired R/W line a distance of 81 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 15+14.31);

Thence run northeasterly and parallel to project centerline along a curve to the right having a radius of 1525.00 feet and along the acquired R/W line a distance of 216 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 17+26.68);

Thence run northeasterly along the acquired R/W line a distance of 16 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 17+42.18);

Thence run northeasterly along the acquired R/W line a distance of 159 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 18+99.82);

Thence run northeasterly and parallel to project centerline along a curve to the right having a radius of 775.00 feet and along the acquired R/W line a distance of 101 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 19+97.35);

Thence run northeasterly along the acquired R/W line a distance of 7 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 20+04.46);

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT  
P.O. BOX 220  
SILVERHILL, ALABAMA 36576

Thence run northeasterly along the acquired R/W line a distance of 33 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 20+37.23);

Thence run northeasterly and parallel to project centerline along a curve to the left having a radius of 475.00 feet and along the acquired R/W line a distance of 146 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 21+90.87);

Thence run northeasterly along the acquired R/W line a distance of 405 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 25+95.51);

Thence run northeasterly and parallel to project centerline along a curve to the right having a radius of 2525.00 feet and along the acquired R/W line a distance of 209 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 28+02.80);

Thence run northeasterly along the acquired R/W line a distance of 134 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 29+36.78);

Thence run northeasterly and parallel to project centerline along a curve to the right having a radius of 2525.00 feet and along the acquired R/W line a distance of 61 feet, more or less, to a point (said point is offset 25.00 feet left of and perpendicular to project centerline at Station 29+97.42);

Thence run northeasterly along the acquired R/W line a distance of 189 feet, more or less, to a point on the existing R/W line of County Road 61;

Thence run southeasterly along the existing R/W line of County Road 61 a distance of 61 feet, more or less, to a point on the acquired R/W line;

Thence run southwesterly along the acquired R/W line a distance of 94 feet, more or less, to a point (said point is offset 31.31 feet right of and perpendicular to project centerline at Station 30+89.47);

Thence run southwesterly along the acquired R/W line a distance of 123 feet, more or less, to a point (said point is offset 24.83 feet right of and perpendicular to project centerline at Station 29+66.45);

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT  
P.O. BOX 220  
SILVERHILL, ALABAMA 36576



Thence run southwesterly along the acquired R/W line a distance of 266 feet, more or less, to a point (said point is offset 22.87 feet right of and perpendicular to project centerline at Station 26+99.10);

Thence run southwesterly along the acquired R/W line a distance of 553 feet, more or less, to a point (said point is offset 24.67 feet right of and perpendicular to project centerline at Station 21+47.39);

Thence run southwesterly along the acquired R/W line a distance of 35 feet, more or less, to a point (said point is offset 31.41 feet right of and perpendicular to project centerline at Station 21+14.94);

Thence run southwesterly along the acquired R/W line a distance of 115 feet, more or less, to a point (said point is offset 25.00 feet right of and perpendicular to project centerline at Station 20+04.32);

Thence run southwesterly along the acquired R/W line a distance of 54 feet, more or less, to a point (said point is offset 23.46 feet right of and perpendicular to project centerline at Station 19+48.59);

Thence run southwesterly along the acquired R/W line a distance of 204 feet, more or less, to a point (said point is offset 25.00 feet right of and perpendicular to project centerline at Station 17+42.95);

Thence run southwesterly along the acquired R/W line a distance of 120 feet, more or less, to a point (said point is offset 21.27 feet right of and perpendicular to project centerline at Station 16+20.18);

Thence run southwesterly along the acquired R/W line a distance of 92 feet, more or less, to a point (said point is offset 22.63 feet right of and perpendicular to project centerline at Station 15+26.70);

Thence run southwesterly along the acquired R/W line a distance of 92 feet, more or less, to a point (said point is offset 24.98 feet right of and perpendicular to project centerline at Station 14+34.95);

Thence run southwesterly along the acquired R/W line a distance of 25 feet, more or less, to a point (said point is offset 24.66 feet right of and perpendicular to project centerline at Station 14+07.62);

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT  
P.O. BOX 220  
SILVERHILL, ALABAMA 36576

Thence run southwesterly along the acquired R/W line a distance of 100 feet, more or less, to a point (said point is offset 23.82 feet right of and perpendicular to project centerline at Station 13+06.55);

Thence run southwesterly along the acquired R/W line a distance of 142 feet, more or less, to a point (said point is offset 30.83 feet right of and perpendicular to project centerline at Station 11+70.49);

Thence run southwesterly along the acquired R/W line a distance of 60 feet, more or less, to a point (said point is offset 51.15 feet right of and perpendicular to project centerline at Station 11+22.48);

Thence run westerly along the grantor's south property line a distance of 78 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 2.469 acres, more or less.  
**\*\*(1.768 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.701 acres is being acquired from the Grantor.)**

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

**TO HAVE AND TO HOLD**, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

**AND FOR THE CONSIDERATION AFORESAID**, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.


GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT  
P.O. BOX 220  
SILVERHILL, ALABAMA 36576

**THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S)**, that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

**IN WITNESS WHEREOF**, I (we) have hereunto set my (our) hand(s) and seal this the 28th day of January, 2020.

  
Gregory L. Weekley

  
Lorie A. Weekley

**ACKNOWLEDGMENT**


STATE OF FLORIDA )

COUNTY OF SANTA ROSA )

I, Barbara E. Chisolm, a Notary Public, in and for said County in said State, hereby certify that Gregory L. Weekley and Lorie A. Weekley, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of January, 2020.



  
NOTARY PUBLIC

My Commission Expires: February 14, 2022

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT  
P.O. BOX 220  
SILVERHILL, ALABAMA 36576



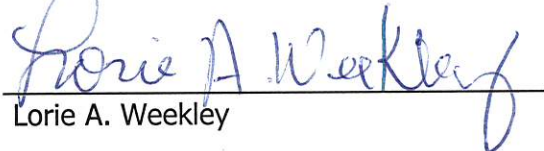
**WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION  
AND RIGHT-OF-ENTRY**

**GAP WEEKLY ROAD  
FROM CR 61 TO EOM  
PROJECT NO. 0211719  
05-17-01-02-0-000-008.002  
BALDWIN COUNTY, ALABAMA  
TRACT 1**

We the undersigned property owners do hereby acknowledge that we have been made aware of our rights to an appraisal and just compensation and in further consideration of the benefits accrued to our property from the above-referenced project, we do hereby waive our rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 28<sup>th</sup> day of January, 2020.

  
\_\_\_\_\_  
Gregory L. Weekley

  
\_\_\_\_\_  
Lorie A. Weekley

**ACKNOWLEDGMENT**

STATE OF FLORIDA )

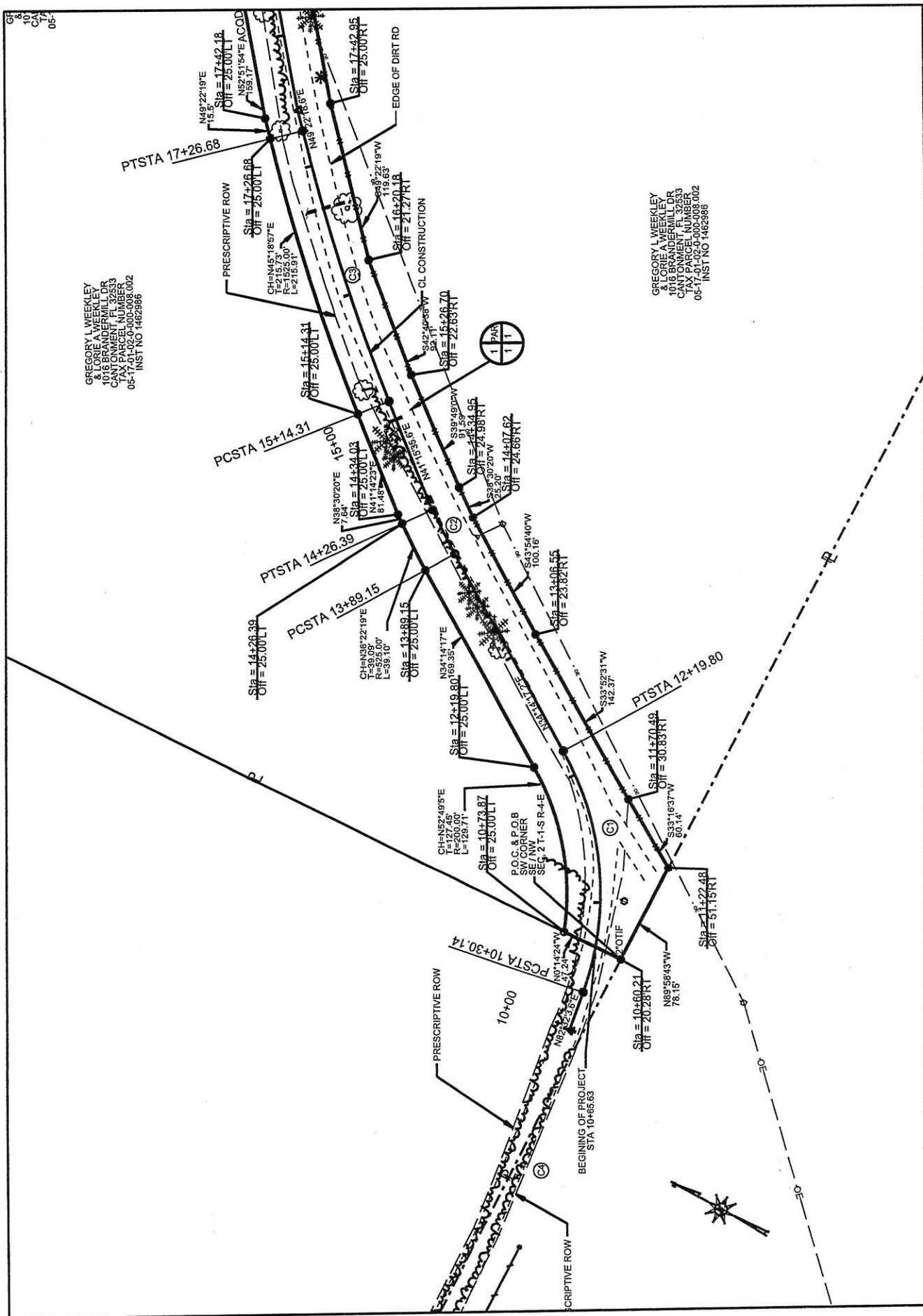
COUNTY OF SANTA ROSA )

I, Barbara E. Chisolm, a Notary Public, in and for said County in said State, Hereby certify that Gregory L. Weekley and Lorie A. Weekley, whose names are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, the executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28<sup>th</sup> day of January 2020.



  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires February 14, 2022

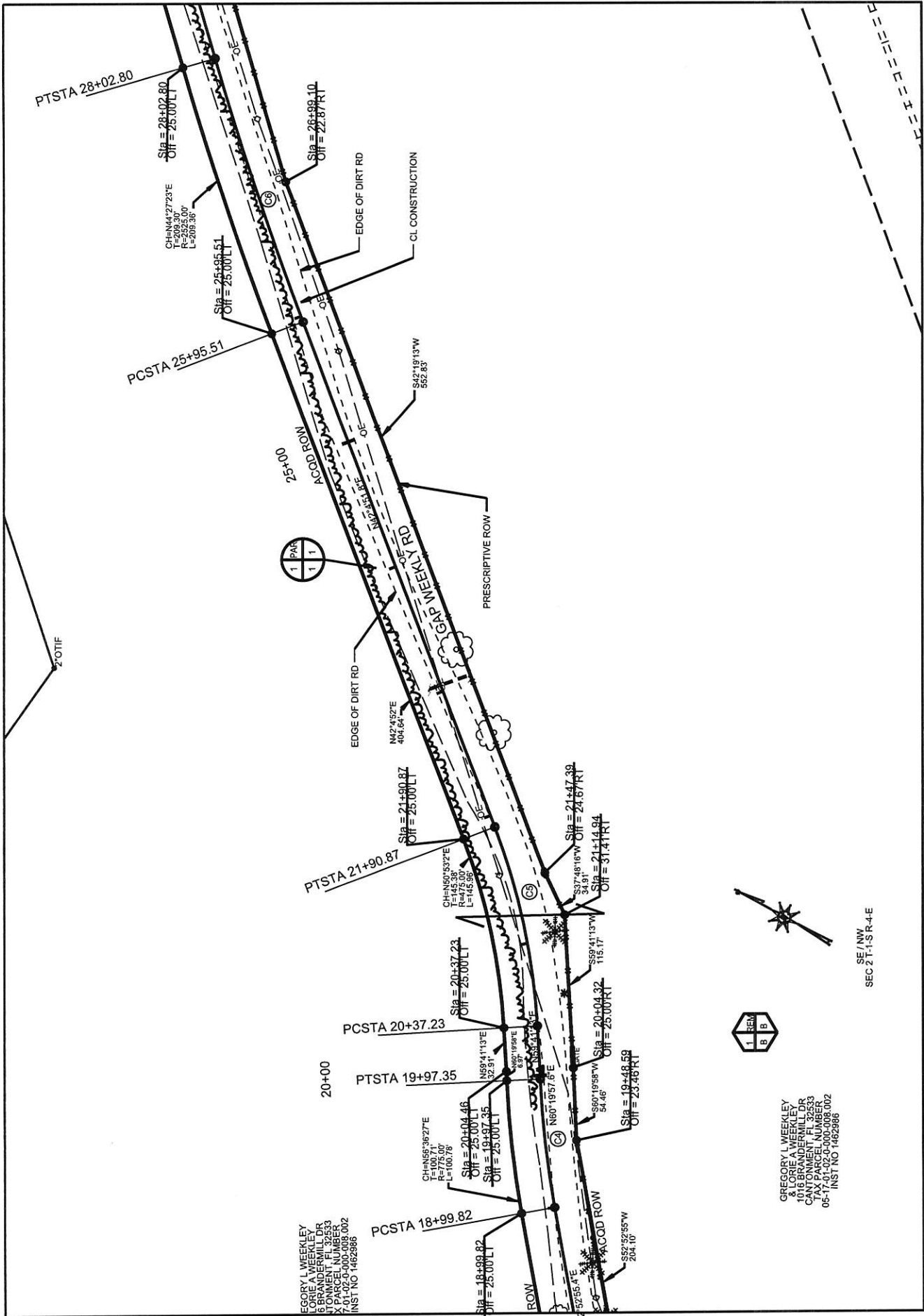


THIS IS NOT A  
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 1  
OWNER GREGORY L. & LORIE A. WEEKLEY  
TOTAL ACREAGE 65.510  
R.O.W. REQUIRED 2.469  
PRESCRIPTIVE R.O.W. 1.768  
T.C.E. REQUIRED N/A  
REMAINDER 63.041

PROJECT NO. 0211719  
COUNTY BALDWIN  
SCALE: 1"=100'  
DATE; 11-22-2019  
REVISED: N/A  
SHEET : 1 OF 3



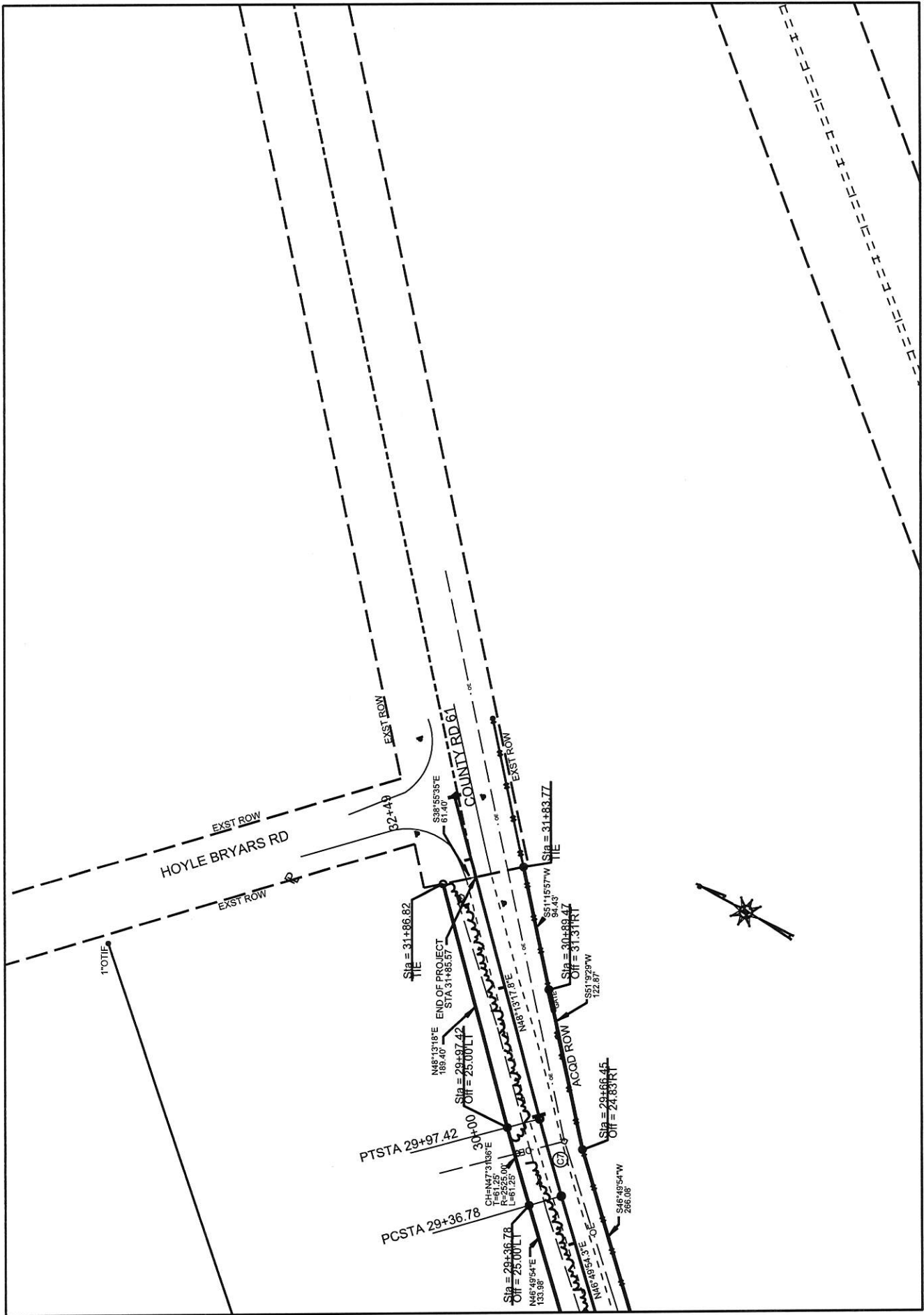
MATCH SHEET 1 OF 3

THIS IS NOT A  
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 1  
OWNER GREGORY L. & LORIE A. WEEKLEY  
TOTAL ACREAGE 65.510  
R.O.W. REQUIRED 2.469  
PRESCRIPTIVE R.O.W. 1.768  
T.C.E. REQUIRED N/A  
REMAINDER 63.041

PROJECT NO. 0211719  
COUNTY BALDWIN  
SCALE: 1"=100'  
DATE; 11-22-2019  
REVISED: N/A  
SHEET : 2 OF 3



MATCH SHEET 2 OF 3

THIS IS NOT A  
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO. 1  
OWNER GREGORY L. & LORIE A. WEEKLEY  
TOTAL ACREAGE 65.510  
R.O.W. REQUIRED 2.469  
PRESCRIPTIVE R.O.W. 1.768  
T.C.E. REQUIRED N/A  
REMAINDER 63.041

PROJECT NO. 0211719  
COUNTY BALDWIN  
SCALE: 1"=100'  
DATE; 11-22-2019  
REVISED: N/A  
SHEET : 3 OF 3



HOYLE BRYARS RD

COUNTY RD 61

Gregory L. and Lorie A. Weekley  
05-17-01-02-0-000-008.002

GAP WEEKLEY ROAD

GAP WEEKLY RD



# GAP WEEKLEY ROAD (TRACT 1)







# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0106, **Version:** 1

**Item #:** BQ1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Matthew Brown, Director of Transportation

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Baldwin Regional Area Transit System (BRATS) Department - Employment of Two (2) Full-Time Bus Driver Positions

### **STAFF RECOMMENDATION**

Take the following actions:

1) Approve the employment of Angela Andrews to fill the open Bus Driver position (PID #2080) at a grade 305 (\$13.910 per hour / \$28,932.80 annually); and

2) Approve the employment of Nancy Kooyenga to fill the open Bus Driver position (PID #5544) at a grade 305 (\$13.910 per hour / \$28,932.80 annually).

These actions will effective no sooner than November 9, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Bus Driver positions were vacated in July 2020, due to the resignation of the previous employees. The Director of Transportation respectfully requests the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$57,865.60 - budgeted

**Budget line item(s) to be used:** 51935.5113

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0111, **Version:** 1

**Item #:** BQ2

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Foley) - Promotion of Employee

### **STAFF RECOMMENDATION**

Approve the promotion of Johnathan Wesley from the Operator Technician II position (PID #1022) grade 308 (\$16.261 per hour / \$33,822.08 annually) to fill the open Operator Technician III position (PID #1008) at a grade 309 (\$17.562 per hour / \$36,528.96 annually) to be effective no sooner than November 9, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Operator Technician III position was vacated in August 2020 due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$36,528.96 - budgeted

**Budget line item(s) to be used:** 53113.5113

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0129, **Version:** 1

**Item #:** BQ3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Pre-Construction) - Promotion of Employee

### **STAFF RECOMMENDATION**

Approve the promotion of Eric Edwards from the Engineering Technician I position (PID #5432) grade 310 (\$18.099 per hour / \$37,645.92 annually) in the Highway Maintenance Department (53130) to fill the open Design Technician II position (PID #5176) at a grade 311 (\$19.547 per hour / \$40,657.76 annually) in the Highway Pre-Construction Department (53600) to be effective no sooner than November 9, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Design Technician II position was vacated due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$40,657.76 - budgeted

**Budget line item(s) to be used:** 53600.5113

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0114, **Version:** 1

**Item #:** BQ4

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Silverhill) - Promotion of Employees

### **STAFF RECOMMENDATION**

Take the following actions:

1) Approve the promotion of Michael Holston from the Operator Technician II position (PID #301) grade 308 (\$17.968 per hour / \$37,373.44 annually) to fill the open Operator Technician III position (PID #280) at a grade 309 (\$19.405 per hour / \$40,362.40 annually); and

2) Approve the promotion of William Stabler from the Operator Technician Trainee position (PID #5490) grade 304 (\$13.250 per hour / \$17,560.00 annually) to fill the open Operator Technician II position (PID #4080) at a grade 308 (\$16.100 per hour / \$33,488.00 annually).

These actions will be effective no sooner than November 9, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Operator Technician II and III positions were vacated in August 2020 due to the promotion of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$73,850.40 - budgeted

**Budget line item(s) to be used:** 53112.5113

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0131, **Version:** 1

**Item #:** BQ5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Silverhill) - Employment of Two (2) Operator Technician Trainee Positions

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the employment of Jordan Melendez to fill the open Operator Technician Trainee position (PID #5491) at a grade 304 (\$13.250 per hour / \$27,560.00 annually); and
- 2) Approve the employment of Phillip Graves to fill the open Operator Technician Trainee position (PID #5488) at a grade 304 (\$13.250 per hour / \$27,560.00 annually).

These actions will be effective no sooner than November 9, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Operator Technician Trainee positions were vacated due to the promotion of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$55,120.00 - budgeted

**Budget line item(s) to be used:** 53112.5113

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



**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

N/A

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0108, **Version:** 1

**Item #:** BQ6

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Traffic Operations) - Employment of One (1) Traffic Control Technician I Position

### **STAFF RECOMMENDATION**

Approve the employment of Johnny Ikner to fill the open Traffic Control Technician I position (PID #5497) at a grade 307 (\$15.33 per hour / \$31,886.40 annually) to be effective no sooner than November 9, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Traffic Control Technician I position was vacated in July 2020, due to the resignation of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$31,886.40 - budgeted

**Budget line item(s) to be used:** 53135.5113

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0115, **Version:** 1

**Item #:** BQ7

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Madison Steele, Horticulturist

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Parks Department - Employment of One (1) Landscape Technician I Position

### **STAFF RECOMMENDATION**

Approve the employment of Joe David Davis to fill the open Landscape Technician I position (PID #5563) at a grade 306 (\$14.60 per hour / \$30,368.00 annually) to be effective no sooner than November 9, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The Landscape Technician I position was vacated in September 2020, due to the resignation of the previous employee. The County Administrator respectfully requests the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$30,368.00 - budgeted

**Budget line item(s) to be used:** [57200P.5113]

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0107, **Version:** 1

**Item #:** BQ8

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**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) License Revenue Officer I Position

### **STAFF RECOMMENDATION**

Approve the employment of Ashley White to fill the open License Revenue Officer I position (PID #3054) at a grade 306 (\$14.60 per hour / \$30,368.00 annually) to be effective no sooner than November 9, 2020.

### **BACKGROUND INFORMATION**

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

**Background:** The License Revenue Officer I position was vacated in October 2020, due to the promotion of the previous employee. The Probate Judge respectfully requests the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$30,368.00 - 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?**  
N/A

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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up: Personnel - Implement Changes**

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

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0109, **Version:** 1

**Item #:** CA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

**From:** Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Employee Service Award Pins Presentation

### **STAFF RECOMMENDATION**

Make the 2020 Employee Service Pin presentation part of the record.

### **BACKGROUND INFORMATION**

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

**Background:** The Baldwin County Commission along with the Revenue Commissioner and Probate Judge are pleased to honor its employees for their dedicated service through the presentation of "Employee Service Award Pins."

The Service Award pins are awarded to those employees who have served 5 or more years with the County. The pins are presented in increments of 5, 10, 15, 20, 25, and 30 years of service.

The County employs over 600 individuals of which 88 will be recognized. These employees represent over 1,095 years of service to our County. Each pin represents a milestone of service and along with longevity pay and increases in annual leave, the Commission and Elected Officials say "THANK YOU" for your respective years of service and dedication to the citizens of Baldwin County.

### **FINANCIAL IMPACT**

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

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

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

**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

N/A

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

**2020 Employee Service Pin Ceremony  
1095 Years of Service**

<b>25 years</b>		
DANA	GRAHAM	JDC
MONICA	ENGLISH	Commission Administration
BROOK	WHEELER	Building Maintenance
EARL	STEADHAM	Highway
EDWARD	SANDERS	Highway
SHERRY	HODGES	Revenue
DEBORAH	KIPER	Revenue

<b>20 years</b>		
ANGELA	COMETTI	Revenue
BRENDA	TRAWICK	Revenue
CANDICE	DOMINY	Revenue
AMY	WILLIAMS	Probate Judge
DEANA	SALYERS	Probate Judge
PAMELA	DAVIS	Probate Judge
SUSAN	THOMPSON	Probate Judge
JAMES	HOWELL	Highway
ROBERT	WHITE	Highway
JOHN	SEDLACK	Highway
SCOTT	WALLACE	EMA
JOE	RYAN	Planning
CHRISTOPHER	RODRIGUEZ	Solid Waste
NORMA	POWELL	Solid Waste
KIMBERLY	GRAINGER	Solid Waste

<b>15 years</b>		
EUGENE	PHILYAW	Solid Waste
ANGELA	ANDERSON	Solid Waste
BILLY	LAWSON	Solid Waste
TIMOTHY	DOERR	CIS
BRIAN	PEACOCK	CIS
KATHY	AGERTON	CIS
DAVID	WESSLER	CIS
ANU	GARY	Commission Administration
DJ	HART	Planning
JACOB	HARVILLE	Highway
RODNEY	HOWELL	Highway
JAMES	ALLEN JR	Highway
FRANK	LUNDY JR	Highway
KELLI	BLACKBURN	Highway
JEANETTE	HUTTO	Probate Judge
BRENDA	WHEELER	Probate Judge
TONYA	COFFMAN	Revenue
LINDA	HADLEY	Revenue
CYNTHIA	HARVILLE	Revenue
BARBARA	HINOTE	Revenue
BRENDA	WALZ	Revenue
ROBERT	OWEN	Revenue

<b>10 years</b>		
SUSAN	HILL	Revenue
WILLIAM	GODWIN	Revenue
MARILYN	GULSBY	Probate Judge
MELISSA	HAUPT	Probate Judge
LISA	CROWE	BRATS
JILL	MASON	CIS
STACY	MARSHALL	Council On Aging
KAREN	VINES	Custodial
JAMES	GOLLEHON	Solid Waste
JAROSLAV	KOUTNY	Highway
DOUGLAS	PROPST	Highway

<b>5 years</b>		
VINCENT	GEORGE	Highway
BRANDON	FULTON	Highway
JAMES	BRADLEY	Highway
ANTHONY	LEE	Highway
MICHAEL	BETHEA	Highway
JOHNATHAN	WESLEY	Highway
JEREMY	RINGLER	Highway
ROBERT	BROWN	Archives
FREDERICK	HOLMAN	Building Inspection
BARBARA	PATE	Commission Administration
BRENDA	DAVIS	BRATS
ANDREA	CRENSHAW	Personnel
HEATHER	TAYLOR	Probate Judge
JANICE	SIBLEY	Probate Judge
CARLETTA	MCREYNOLDS	Probate Judge
HELEN	WALTON	Revenue
MATTHEW	BOYINGTON	Revenue
ANGELA	DORMAN	Revenue
CRYSTAL	MAGEE	Revenue
TREVOR	ANDERSON	Solid Waste
TIMOTHY	BAGGETT	Solid Waste
AMY	GALEMORE	Solid Waste
ALLEN	QUINLEY	Solid Waste
CHRISTOPHER	VENICE	Solid Waste
SAMSON	WILLIAMS	Solid Waste
MEGAN	HART	Solid Waste
STANLEY	EDWARDS JR	Solid Waste
JOHN	ABBOTT	Solid Waste
GARY	ASHMORE	Solid Waste
BLAKELY	HALL	Solid Waste
ALLISON	OWENS	Solid Waste



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0128, **Version:** 1

**Item #:** EA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

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

Eva Cutsinger, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

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### **ITEM TITLE**

Payment of Bills

### **STAFF RECOMMENDATION**

Pay bills totaling \$11,445,853.87 (eleven million, four hundred forty-five thousand, eight hundred fifty-three dollars and eight-seven 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, \$7,993,572.51 (seven million, nine hundred ninety-three thousand, five hundred seventy-two dollars and fifty-one cents) is payable to the Baldwin County Board of Education and \$477,048.17 (four hundred seventy-seven thousand, forty-eight dollars and seventeen cents) is payable to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

### **BACKGROUND INFORMATION**

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

**Background:** N/A

### **FINANCIAL IMPACT**

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

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

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

N/A

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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

**A/P Vendors Exceeding \$20,000**  
Commission Meeting: November 3, 2020

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. of Education	6,680,504.56	Sales Tax
	1,313,067.95	Use Tax
	690.99	Food Donated to Coliseum, Hurricane Sally
Gulf Shores Bd. Of Education	385,394.19	Sales Tax
	91,653.98	Use Tax
Regions Bank Corp Trust	184,608.33	2020 Lease PBA; Nov 2020
District Attorney's Office	28,316.63	Sales Tax; Act 2017-447
	13,725.03	Tobacco Tax; Sept 2020
Coastal Alabama Community College	137,403.96	Sales Tax
Baldwin County Economic Development Alliance	23,471.24	Sales Tax
Baldwin Youth Services	56,653.68	Sales Tax
Juvenile Detention Facility	32,772.42	Cigarette Tax; Sept 2020
AltaPointe Health System, Inc.	43,200.00	Cigarette Tax; Sept 2020
	300.00	Drug Screenings; Sheriff's
Motorola Solutions, Inc.	582,000.04	FY21 Motorola Renewal
Alabama Aviation Education Center, Inc.	500,000.00	FY21 Pmt Per Agreement; Pmt # 2
Baldwin County Soil & Water Conservation District	75,500.00	FY21 Appropriation
Baldwin County Library Cooperative, Inc.	22,500.00	FY21 - 1st Qtr Appropriation
Seven Cent Gas Tax	16,295.95	Drive up Access; Central Annex I
	7,779.05	Liter Patrol; Personnel
	1,111.99	Eastfork Landfill Signage; Solid Waste
John G. Walton Const. Co.	166,936.24	Construction Services
S.C. Stagner Contracting, Inc.	81,695.55	Contract Services
Volkert, Inc.	68,651.90	Engineering Services
Vulcan Signs	65,560.34	Traffic Signs
Petroleum Traders Corporation	50,450.11	Fuel
Newell & Bush, Inc.	44,978.83	Contract Services
Software House Int.	41,313.43	Computer Support Services
Converge One, Inc.	24,853.20	Computer Support Services, EMA OPS Room Project
	9,352.30	Computer Support Services
Symbol Health Solutions, LLC	31,396.05	Medical
City of Robertsdale	31,315.06	School Resource Officer
Stone Crosby PC	29,109.97	Legal Services
City of Fairhope	24,240.00	Fairhope Alley Transit Hub Project
Sand & Clay, Inc.	23,199.75	Road Building Materials
QCHC, Inc.	20,443.73	Juvenile Qtrly Recon; Qtr 1,2,3
<b>TOTAL</b>	<b>10,910,446.45</b>	

**Baldwin County Commission  
Accounts Payable Payments  
November 3, 2020**

Vendor Summary		Totals
1	A & M PORTABLES INC	640.00
2	ACCURATE CONTROL EQUIPMENT	75.90
3	ADT SECURITY SERVICES INC	59.89
4	ADVANTAGE ELEVATOR INSP AND CONS	270.00
5	AL STATE DEPT OF REVENUE	72.75
6	AL STATE DEPT OF TRANSPORTATION	1,347.26
7	ALABAMA ANIMAL CONTROL ASSN	75.00
8	ALABAMA ASSN OF CIRCUIT JUDGES	1,000.00
9	ALABAMA AVIATION EDUCATION CENTER, INC.	500,000.00
10	ALABAMA CHAPTER OF THE IAAO	350.00
11	ALABAMA COASTAL RADIOLOGY	283.48
12	ALABAMA LAW ENFORCEMENT AGENCY	9,135.00
13	ALTA POINTE HEALTH SYSTEMS INC	43,500.00
14	ANCHOR DOWN CROSSFIT, INC.	52.07
15	ANIMAL CARE EQUIP & SERVICES	69.35
16	ARROW EXTERMINATORS INC	1,040.00
17	ASHBERRY LANDFILL LLC	64.00
18	ASSN OF ALABAMA TAX ADMINISTRATOR	750.00
19	ASSN OF COUNTY COMMISSIONERS	3,548.24
20	B I INCORPORATED	180.00
21	B&H PHOTO & ELECTRONICS CORP	1,731.03
22	BALDWIN ANIMAL CLINIC PC	2,569.86
23	BALDWIN CNTY BOARD OF EDUCATION	7,994,263.50
24	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	23,471.24
25	BALDWIN CNTY FAMILY VIOLENCE PROJECT	2,234.49
26	BALDWIN CNTY GENERAL FUND	1,428.00
27	BALDWIN CNTY HISTORICAL COMMISSION	11,000.00
28	BALDWIN CNTY HUMAN RESOURCES DEPT	744.83
29	BALDWIN CNTY LIBRARY COOPERATIVE INC	22,500.00
30	BALDWIN CNTY SHERIFF'S BOYS RANCH	2,234.49
31	BALDWIN CNTY SHERIFF'S OFFICE	838.50
32	BALDWIN CNTY SOIL & WATER CONSERVATION	75,500.00
33	BALDWIN CNTY SOLID WASTE	4,006.00
34	BALDWIN FEED AND SEED LLC	200.00
35	BALDWIN TRACTOR	983.66
36	BALDWIN YOUTH SERVICES	56,653.68
37	BAY AREA PRINTING & GRAPHICS SOLUTIONS	408.00
38	BAY MINETTE BUILDING SUPPLY	638.50
39	BAY MINETTE LAND CO	1,000.00
40	BAY MINETTE YOUTH PROGRAM	2,234.49
41	BAY PEST CONTROL COMPANY INC.	465.00



**Baldwin County Commission**  
**Accounts Payable Payments**  
**November 3, 2020**

	Vendor Summary	Totals
42	BAY SIDE RUBBER & PRODUCTS	325.32
43	BEARD EQUIPMENT - POWERPLAN	2,191.75
44	BEARD EQUIPMENT CO - MOBILE	483.47
45	BECKHAM, GREGORY & TONDA	30.00
46	BEDS & BLINDS	828.00
47	BEDWELL, WENDELL & KRISTINA	10.00
48	BEEBE'S PEST & TERMITE CONTROL	350.00
49	BEHAVIORAL HEALTH SYSTEMS INC	90.00
50	BELL, CYNTHIA A	104.19
51	BELL'S HOMETOWN PHARMACY	6.00
52	BILLETT, WILLIAM	30.00
53	CAMPBELL HARDWARE & SUPPLY CO	52.65
54	CAMPBELL, ANTHONY	21.00
55	CAPITAL VOLVO TRUCK & TRAILER	3,158.42
56	CARE HOUSE INC	5,586.20
57	CARPENTER, ROWLAND & BRENDA	16.00
58	CDW - GOVERNMENT, INC	13,727.55
59	CENTRAL BALDWIN CHAMBER OF COMMERCE	5,000.00
60	CENTRAL BALDWIN VETERINARY HOSPITAL	973.00
61	CENTRAL GLASS CO	140.00
62	CENTRAL RESTAURANT PRODUCTS	742.44
63	CHAMBERS GLASS	240.00
64	CHARM-TEX INC	3,325.80
65	CHILDERS, STEVE	16.00
66	CHOM, CHRISTOPHER & CHRISTINA	14.00
67	CHUCK STEVENS AUTO INC	332.48
68	CHUCK STEVENS CHEVROLET	210.27
69	CINDY HABER CENTER INC	9,310.35
70	CINTAS	6,072.70
71	CINTAS FIRST AID & SAFETY	122.05
72	CINTAS LOCATION #211	1,800.00
73	CITY ELECTRIC SUPPLY	156.26
74	COASTAL AL COM COLLEGE	137,403.96
75	COASTAL INDUSTRIAL SUPPLY	385.68
76	COLBERT COUNTY COMMISSION	7,890.36
77	CONVERGE ONE INC	34,205.50
78	COOK, DUSTIN	30.00
79	CORLEY, KEITH B	30.00
80	COX, DEANNA VICICH	1,050.00
81	CRAFT, DAVID	30.00
82	CULLIGAN WATER SYSTEMS OF MOBILE	43.90

**Baldwin County Commission  
Accounts Payable Payments  
November 3, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
83	CUMMINS ALABAMA INC	2,008.57
84	DADE PAPER & BAG CO	9,860.42
85	DAPHNE SEARCH & RESCUE UNIT	17,200.00
86	DAPHNE YOUTH PROGRAM, CITY OF	2,234.48
87	DARNELL, ANNETTE	16.00
88	DAVIS, JOSEPH LEE III	376.40
89	DAWN HOUSE	2,234.49
90	DEAN, SANDRA GUTIERREZ	16.00
91	DELTA COMPUTER SYSTEMS INC	1,080.00
92	DELUXE FOR BUSINESS SALES INC	427.52
93	DENNISE WOLSTENHOLME	1,200.00
94	DEWBERRY ENGINEERS INC	5,910.71
95	DIAGNOSTIC & MEDICAL CLINIC	332.71
96	DISTRICT ATTORNEY'S OFFICE	42,041.66
97	DIXIE BUILDING SUPPLY	32.37
98	DUMAS, SHANNON RENE	32.00
99	DUNAWAY, MARK	14.00
100	DUTCHMAN'S LAWN & GARDEN	81.95
101	EASTERN SHORE CHAMBER OF COMMERCE	5,000.00
102	EDSON, GIL & SANDRA	14.00
103	ELLIOTT, THOMAS CHRISTOPHER	1,022.79
104	EMPIRE TRUCK SALES INC	611.34
105	ENGLISH, MONICA SHANTA	16.92
106	ESTATE OF KATHY SMITH	32.00
107	ESTATE OF RYAN E BURCHETT DEANGELIS	30.00
108	ESTES, CATHY	32.00
109	ETOWAH CHEMICAL SALES & SERVICE	765.00
110	EVANS MFG	260.50
111	EXPRESS OIL CHANGE	244.75
112	FAIRFIELD CHAIR COMPANY	7,520.70
113	FAIRHOPE YOUTH PROGRAM, CITY OF	2,234.49
114	FAIRHOPE, CITY OF	24,240.00
115	FANDOM, INC	556.72
116	FEDEX	51.44
117	FERGUSON ENTERPRISES INC	415.58
118	FLORIDA-ALABAMA TPO	13,891.00
119	FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	230.00
120	FOLEY YOUTH PROGRAM, CITY OF	2,234.49
121	FONDREN, FRANK B MD	440.00
122	FORTILINE WATERWORKS INC	393.60
123	FRANKLIN COUNTY COMMISSION	416.44

**Baldwin County Commission  
Accounts Payable Payments  
November 3, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
124	FRANKLIN'S STARTER & ALTERNATOR	215.00
125	FREEMAN, GLEN	500.00
126	GALL'S LLC	2,433.75
127	GANEY, BRENDA Q	3,433.34
128	GAYLORD BROTHERS	684.88
129	GEOCON ENGINEERING & MATERIAL TESTING IN	475.00
130	GIDDENS, REGINA L	133.63
131	GLOBAL INDUSTRIES INC	884.80
132	GRAESTONE AGGREGATES, LLC	13,734.94
133	GRAMAJO, KELLY	16.00
134	GRIDER, WILLIAM ELI	30.00
135	GRIGGS, WENDY & FRANCIS	16.00
136	GSP MARKETING INC	2,954.72
137	GUINN, JOHN	32.00
138	GULF COAST BUILDING SUPPLY	84.79
139	GULF COAST NEWSPAPERS	4,387.84
140	GULF COAST RESOURCE CONSERV & DEV COUNCL	750.00
141	GULF REGIONAL PATHOLOGISTS PA	413.50
142	GULF SHORES BOARD OF EDUCATION	477,048.17
143	GULF STATES DISTRIBUTORS	518.00
144	GULSBY, MARILYN S	314.40
145	HAMILTON, WES & CATHERINE	16.00
146	HANNA, CAROLINE	230.60
147	HARMON, RAY K	16.10
148	HARPER, DESIREE	16.00
149	HARRELL, GEORGE	30.00
150	HARRISON, TIMOTHY B	30.00
151	HENDERSON, KENDEL DYETT	169.05
152	HERITAGE-CRYSTAL CLEAN LLC	252.47
153	HI-LINE	1,034.31
154	HOLLAND'S PAINT & BODY	2,965.90
155	HOSEA O. WEAVER & SON INC	931.13
156	HOULSEN, MARY A	32.00
157	IMC HOSPITALISTS LLC	164.51
158	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	737.00
159	INFIRMARY OCCUPATIONAL HEALTH PC	35.00
160	INGRAHAM, ANNE	30.00
161	INTERIOR/EXTERIOR BLDG SUPPLY	13.44
162	INTERNATIONAL ASSN OF ASSESSING OFFICERS	1,998.00
163	J R WILBURN & ASSOCIATES INC	18,072.20
164	J&R SYSTEM INTEGRATION LLC/SECURITY 101	1,251.84

**Baldwin County Commission  
Accounts Payable Payments  
November 3, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
165	JANES, BRITTANY	21.00
166	JANI KING OF MOBILE	783.91
167	JAZZY CLEAN JANITORIAL	548.86
168	JOHN G WALTON CONST CO	166,936.24
169	JUVENILE DETENTION FACILITY	32,772.42
170	KEY, VICTORIA ASHTON	148.24
171	KEYPORT WAREHOUSING, INC.	4,261.00
172	KEYSER, JEFFREY	32.00
173	KIDD, JOHN R	32.00
174	KIMBALL MIDWEST	1,096.21
175	KOCH, CAROLYN	30.00
176	LAMBERT, ROSEMARY	16.00
177	LEE, SHANNON A	30.00
178	LEITERMAN, ANNIE R	32.00
179	LIFEGUARD AMBULANCE SERVICE	13,920.00
180	LLOYD, JEFFERY R	30.00
181	LONG, DEBORAH	16.00
182	LOPEZ, GEORGE	11.25
183	LOWE'S - DAPHNE	678.28
184	LOWE'S - FOLEY	130.50
185	LOXLEY AUTO PARTS AND HARDWARE	158.67
186	MAC'S AUTOGLASS LLC	250.00
187	MATHES OF ALABAMA	65.27
188	MCCLAIN, KIMBERLY T & STEPHEN	16.00
189	MCCOLLUM, CLIFFORD SIM	378.76
190	MCELLIGOTT, KEITH M	21.00
191	McGRIFF TIRE CO INC	6,021.11
192	MCKEE, GEORGE & SARAH	30.00
193	MCKINNEY PETROLEUM EQT INC	371.00
194	McPHERSON CO	447.12
195	MCPHERSON OIL CO INC/DBA FUELMAN	2,371.67
196	MISSISSIPPI MOSQUITO CONTROL LLC	14,374.00
197	MOBILE ASPHALT CO LLC	6,301.86
198	MOBILE PRESS REGISTER	4,744.62
199	MONTGOMERY ADVERTISER	1,734.60
200	MOORE, LEIGH	16.00
201	MOTOROLA SOLUTIONS INC	582,000.04
202	MOTT MACDONALD CONSULTANTS INC	630.00
203	MSC INDUSTRIAL DIRECT CO INC	1,769.97
204	MURCHISON AND NEWCOMB LLC	4,093.52
205	MWI ANIMAL HEALTH	1,221.56

**Baldwin County Commission  
Accounts Payable Payments  
November 3, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
206	MY BINDING, LLC	93.22
207	NEWELL & BUSH INC	44,978.83
208	NORRIS, LORETTA A	16.00
209	NORTH BALDWIN CHAMBER OF COMMERCE	5,000.00
210	NUCOR CORPORATION	2,982.96
211	NUDRAULIX INC	13.85
212	OEC	311.90
213	O'REILLY AUTO PARTS	2,040.81
214	OZARK MATERIALS LLC	9,479.68
215	PADGETT, JAMES ANTHONY	46.00
216	PAM'S EMBROIDERY & SEWING	60.00
217	PARMER, SHERRI L	156.40
218	PASTPERFECT SOFTWARE	380.00
219	PAUL, TRAVIS MD PC	200.00
220	PEED, CAROL	30.00
221	PETELINSKI, CHRISTOPHER	32.00
222	PETROLEUM TRADERS CORPORATION	50,450.11
223	PIERCE, BRIAN E	125.35
224	PITTS & SONS WRECKER SERVICE	380.00
225	POPPINS	150.00
226	POWER SYSTEMS OF MS	6,479.00
227	PRATT, BURTON L & JUDY	32.00
228	PRINT SHOP, THE	2,272.00
229	PROFFIT, ELIZABETH	30.00
230	QCHC INC	20,443.73
231	QUADIENT LEASING USA, INC.	674.58
232	QUEST DIAGNOSTICS	2,515.48
233	R & S LLC	30.00
234	RAMOS, MARIA	16.00
235	REGIONS BANK CORP TRUST	184,608.33
236	ROBERTSDALE AUTO PARTS INC	1,221.90
237	ROBERTSDALE, CITY OF	31,315.06
238	RUFFIN, LORI G	165.00
239	RUTH, KIMM	32.00
240	RYALS, CURT	30.00
241	S C STAGNER CONTRACTING INC	81,695.55
242	SAFETY KLEEN CORP	624.42
243	SAND & CLAY, INC.	23,199.75
244	SEALTIGHT FOAM INSULATION LLC	3,720.00
245	SECTION 18 TRANSPORTATION FUND	1,046.52
246	SEVEN CENT GAS TAX FUND	25,186.99



**Baldwin County Commission  
Accounts Payable Payments  
November 3, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
247	SHARP ELECTRONICS CORPORATION	16,696.53
248	SHAW INDUSTRIES INC	8,805.54
249	SHERWIN WILLIAMS	205.18
250	SMITH, ELVIE VIOLETTA	133.12
251	SMITH, JODIE M	31.74
252	SOFTWARE HOUSE INT	41,313.43
253	SOUTH BALDWIN CHAMBER OF COMMERCE	12,500.00
254	SOUTHERN FIRE & SAFETY INC	150.00
255	STAPLES CONTRACT & COMMERCIAL, INC.	16,564.14
256	STAPLES CONTRACT-PROMOTIONAL & APPAREL	573.69
257	STELLY, TERRY	32.00
258	STEWART, RONALD B	174.00
259	STEWART, SAMANTHA	16.00
260	STONE CROSBY PC	29,109.97
261	STREAMLINE INVESTMENTS, LLC	32.00
262	SUBURBAN PROPANE	620.24
263	SUNSOUTH LLC	507.88
264	SUTLEY, CHARLES	32.00
265	SWEAT TIRE - BAY MINETTE	610.92
266	SWEAT TIRE - ROBERTSDALE	1,238.33
267	SYMBOL HEALTH SOLUTIONS LLC	31,396.05
268	SYNERGY TELCOM INC	1,592.70
269	TERRILL, DEBRA A	48.00
270	THOMPSON TRACTOR CO	12,134.24
271	THOMPSON, JEANNE T	16.00
272	TONY'S TOWING INC	390.00
273	TRANE-MOBILE PARTS CENTER	810.35
274	TRI-TECH FORENSICS INC	1,036.00
275	TRUCK EQUIPMENT SALES INC	1,840.00
276	TSA INC	3,087.36
277	TTL, INC.	5,780.00
278	ULINE INC	3,001.44
279	UNITED STATES GEOLOGICAL SURVEY	5,900.00
280	UNIV AUBURN-GOVERNMENTAL SERVICES	2,070.00
281	USS ALABAMA BATTLESHIP COMMISSION	10,000.00
282	VAN SCOYOC ASSOCIATES	19,000.00
283	VICTORY, KATHARINE M	30.00
284	VOLKERT INC	68,651.90
285	VULCAN MATERIALS CO	19,320.53
286	VULCAN SIGNS	65,560.34
287	W W GRAINGER	14,985.36

**Baldwin County Commission  
Accounts Payable Payments  
November 3, 2020**

	<b>Vendor Summary</b>	<b>Totals</b>
288	WAL-MART SUPERCENTER	1,698.59
289	WALTON, HELEN DEAS	14.95
290	WALZ, BRENDA J	98.56
291	WASDIN, ALEXIS	16.00
292	WESCO DISTRIBUTION	3,649.77
293	WETLAND SCIENCES INC	1,060.88
294	WHAREHOUSE LLC	2,175.00
295	WHITE, LISA	42.00
296	WILBANKS, DAWN	32.00
297	WILLIAMS SCOTSMAN INC	715.23
298	WILLIAMS, LISA S	156.40
299	WISE, JODY L	383.33
300	WITTICHEN SUPPLY	63.62
301	WRI PROPERTY MANAGEMENT	16.00
302	XEROX CORP	387.02
303	ZACK LONG DIRT PIT	157.50
304	ZAHAND, RANDALL	16.00
305	ZEP MANUFACTURING COMPANY	1,373.08
	<b>Grand Total</b>	<b>11,445,853.87</b>



..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....										
Payment				Payment		Invoice Number	Remark	Payment Amount			G/L	LT	PC	PI	Subledger	/Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken			Distribution							
G/L Bank Account			00018481			Cash	Batch Number	2853526		Type	M	Date	10/26/2020	User ID	RBENSON			
PN	9205453			11/3/2020	00304	REGIONS BANK CORP TRUST	123781				184,608.33-			D				
PV	527953	00304	001	10/26/2020		2020 LEASE; NOV'20	2020 LEASE PBA; NOV 2020											
						Cash	00018481				184,608.33-			AA				
Totals for Bank Account								184,608.33-			184,608.33-							
Totals for Batch								184,608.33-			184,608.33-							
User Total								184,608.33-			184,608.33-							
Grand Total								184,608.33-			184,608.33-							

..... Document .....				Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item				Payment Amount Discount Taken	G/L Distribution		User ID					
G/L Bank Account 00018481					Cash	Batch Number 2853529	Type M	Date 10/26/2020		User ID				RBENSON	
PN	9205454			11/3/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	690.99-						D	
PV	527257	00001	001	9/30/2020	9162020	FOOD DONATED; COLISEUM SHELTER									
					Cash	00018481				690.99-				AA	
PN	9205454			11/3/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	6,680,504.56-						D	
PV	527951	00001	001	10/26/2020	10262020	SALES / USE TAX									
					Cash	00018481				6,680,504.56-				AA	
PN	9205454			11/3/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116	1,313,067.95-						D	
PV	527951	00001	002	10/26/2020	10262020	SALES / USE TAX									
					Cash	00018481				1,313,067.95-				AA	
Totals for Bank Account							7,994,263.50-		7,994,263.50-						
Totals for Batch							7,994,263.50-		7,994,263.50-						
User Total							7,994,263.50-		7,994,263.50-						
Grand Total							7,994,263.50-		7,994,263.50-						

..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....								Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken		G/L Distribution	LT	PC	PI	Subledger /Type		
G/L Bank Account			00018481			Cash	Batch Number	2853530	Type	M	Date	10/26/2020	User ID	RBENSON		
PN	9205455			11/3/2020	00001	GULF SHORES BOARD OF EDUCATION	191392							D		
PV	527949	00001	001	10/26/2020		10262020	SALES / USE TAX									
						Cash	00018481						385,394.19-	AA		
PN	9205455			11/3/2020	00001	GULF SHORES BOARD OF EDUCATION	191392							D		
PV	527949	00001	002	10/26/2020		10262020	SALES / USE TAX									
						Cash	00018481						91,653.98-	AA		
Totals for Bank Account													477,048.17-	477,048.17-		
Totals for Batch													477,048.17-	477,048.17-		
User Total													477,048.17-	477,048.17-		
Grand Total													477,048.17-	477,048.17-		

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
105	JUVENILE DETENTION FACILITY	251 9370264	00001	32,772.42				32,772.42	
5901	SMITH, ELVIE VIOLETTA	251 5801950	00001	133.12				133.12	
8723	ENGLISH, MONICA SHANTA	251 513-5735	00001	16.92				16.92	
10007	ALABAMA LAW ENFORCEMENT AGENCY	2424900	00001	7,655.00				7,655.00	
10225	UNIV AUBURN-GOVERNMENTAL SERVICES	8444782/HALEYCT R	00001	660.00				660.00	
10307	BALDWIN CNTY SHERIFF'S BOYS RA		00001	2,234.49				2,234.49	
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00001	228.13				228.13	
14101	BALDWIN CNTY LIBRARY COOPERATI		00001	22,500.00				22,500.00	
14132	BALDWIN YOUTH SERVICES		00001	56,653.68	56,653.68				
14523	BALDWIN CNTY HISTORICAL COMMIS		00001	11,000.00				11,000.00	
14553	BALDWIN CNTY ECONOMIC DEVELOPM	9472445	00001	23,471.24	23,471.24				
14567	BALDWIN CNTY FAMILY VIOLENCE P		00001	2,234.49				2,234.49	
14572	CINDY HABER CENTER INC		00001	9,310.35				9,310.35	
14601	NORTH BALDWIN CHAMBER OF COMME		00001	5,000.00				5,000.00	
19009	CAMPBELL HARDWARE & SUPPLY CQ51	9472291	00001	22.67				22.67	
21127	DISTRICT ATTORNEY'S OFFICE		00001	42,041.66	28,316.63			13,725.03	
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00001	1,080.00				1,080.00	
25040	COASTAL AL COM COLLEGE (FAULKN		00001	137,403.96	137,403.96				
25314	FONDREN, FRANK B MD		00001	440.00				440.00	
27022	GULF COAST NEWSPAPERS		00001	3,384.32				3,384.32	
27263	GALL'S LLC	334 649 3678	00001	2,433.75	61.00-			2,494.75	
27282	GULF COAST RESOURCE CONSERV &		00001	750.00				750.00	
27733	CENTRAL BALDWIN CHAMBER OF COM	9472626	00001	5,000.00				5,000.00	
36020	INTERNATIONAL ASSN OF ASSESSIN		00001	818.00				818.00	
40033	MOBILE PRESS REGISTER (ADS)		00001	408.99				408.99	
40125	MCKINNEY PETROLEUM EQT INC	251 6618800PHONE	00001	371.00				371.00	
41646	FEDEX		00001	51.44				51.44	
54038	SAFETY KLEEN CORP *	251 4563042	00001	624.42				624.42	
54042	SWEAT TIRE - ROBERTSDALE		00001	225.00				225.00	
62295	EASTERN SHORE CHAMBER OF COMME	6218222	00001	5,000.00				5,000.00	
64733	SMITH, JODIE M	251 9375039	00001	31.74				31.74	
65091	STONE CROSBY PC **		00001	26,409.97				26,409.97	
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00001	3,427.20				3,427.20	
66034	BALDWIN CNTY HUMAN RESOURCES D		00001	744.83				744.83	
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00001	150.00				150.00	
76911	BALDWIN CNTY SOIL & WATER CONS	9377174/EXT3	00001	75,500.00				75,500.00	
77606	USS ALABAMA BATTLESHIP COMMISS		00001	10,000.00				10,000.00	
78721	BEEBE'S PEST & TERMITE CONTROL	251 9438166	00001	350.00				350.00	
78799	CENTRAL RESTAURANT PRODUCTS	800 2225107	00001	742.44				742.44	

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
79441	GIDDENS, REGINA L	251 9474057	00001	133.63			133.63
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	2,918.56			2,918.56
85067	GULF REGIONAL PATHOLOGISTS PA		00001	413.50			413.50
85307	WAL-MART SUPERCENTER *	251 9375558	00001	70.72			70.72
85534	ASSN OF ALABAMA TAX ADMINISTRA		00001	750.00			750.00
87716	LOWE'S FOLEY - 057700034	9705307	00001	42.12			42.12
87767	JANI KING OF MOBILE	504 4419700	00001	437.46			437.46
89463	TRI-TECH FORENSICS INC	800 4387884	00001	1,036.00			1,036.00
89623	BEDS & BLINDS	6212006	00001	828.00			828.00
92208	CARE HOUSE INC		00001	5,586.20			5,586.20
94060	CHUCK STEVENS AUTO INC		00001	332.48			332.48
94182	BAY MINETTE YOUTH PROGRAM		00001	2,234.49			2,234.49
98597	BALDWIN TRACTOR - PURCHASES	9474171	00001	323.86			323.86
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00001	876.89			876.89
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	12,367.47	301.64-		12,669.11
105048	BALDWIN CNTY SOLID WASTE	251 9888125	00001	3,835.00			3,835.00
105435	CINTAS FIRST AID & SAFETY	251 4437301	00001	13.06			13.06
111641	DAWN HOUSE (CIGARETTE TAX)		00001	2,234.49			2,234.49
111974	WISE, JODY L		00001	383.33			383.33
112416	ULINE INC	800 2955510	00001	3,001.44			3,001.44
115852	DADE PAPER & BAG CO	251 9641500	00001	8,949.99			8,949.99
116644	DAPHNE SEARCH & RESCUE UNIT		00001	17,200.00			17,200.00
116898	CHARM-TEX INC	800 2213147/105	00001	3,325.80			3,325.80
118316	SHAW INDUSTRIES INC		00001	8,805.54			8,805.54
118519	WALZ, BRENDA J	251 5804819	00001	98.56			98.56
122500	ROBERTSDALE, CITY OF (MISC.)		00001	31,315.06			31,315.06
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00001	41,313.43			41,313.43
123975	BELL, CYNTHIA A	251 9601553	00001	104.19			104.19
131027	FLORIDA-ALABAMA TPO	850 3327976	00001	13,891.00			13,891.00
135466	VAN SCOYOC ASSOCIATES	202 6381950	00001	19,000.00			19,000.00
136207	SHERWIN WILLIAMS - SPANISH FOR		00001	31.61			31.61
136215	DIAGNOSTIC & MEDICAL CLINIC	251 4351330	00001	332.71			332.71
136514	FLOYDS EXHAUST & PERFORMANCE A	9479631	00001	230.00			230.00
136872	LOWE'S - DAPHNE	6217620	00001	71.24			71.24
138958	PAUL, TRAVIS MD PC	251 5804243	00001	200.00			200.00
139782	INDUSTRIAL/ORGANIZATIONAL SOL	888 784.1290	00001	737.00			737.00
141842	SOUTH BALDWIN CHAMBER OF COMME		00001	12,500.00			12,500.00
142535	UNITED STATES GEOLOGICAL SURVE		00001	5,900.00			5,900.00
142551	FERGUSON ENTERPRISES INC - DAP	251 6212147	00001	95.72			95.72
150287	BAY MINETTE LAND CO		00001	1,000.00			1,000.00

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
152477	J&R SYSTEM INTEGRATION LLC/SEC	2952760/JOHNGIB	00001	1,251.84			1,251.84
	SON						
156427	DAPHNE YOUTH PROGRAM, CITY OF		00001	2,234.48			2,234.48
156435	FOLEY YOUTH PROGRAM, CITY OF		00001	2,234.49			2,234.49
156443	FAIRHOPE YOUTH PROGRAM, CITY O		00001	2,234.49			2,234.49
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	810.35			810.35
162616	SWEAT TIRE - BAY MINETTE	5808473	00001	610.92			610.92
163096	B&H PHOTO & ELECTRONICS CORP	800 9478003	00001	1,731.03			1,731.03
171635	PARMER, SHERRI L	251 9376620	00001	156.40			156.40
180154	MOTOROLA SOLUTIONS INC**		00001	582,000.04			582,000.04
180302	ASHBERRY LANDFILL LLC	334 493 1250	00001	64.00			64.00
180450	DELUXE FOR BUSINESS SALES INC		00001	427.52			427.52
180505	CHUCK STEVENS CHEVROLET	251 937 1500	00001	210.27			210.27
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00001	49,776.69	223.13-		49,999.82
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00001	48.44			48.44
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	2,033.32	128.00-		2,161.32
181787	SHARP ELECTRONICS CORPORATION		00001	10,803.18	16.40-		10,819.58
181852	ALTA POINTE HEALTH SYSTEMS INC	251 450 5901	00001	43,500.00			43,500.00
181899	SUBURBAN PROPANE - PO'S - DO N		00001	617.24			617.24
181921	ALABAMA COASTAL RADIOLOGY	251 460-0326	00001	283.48			283.48
182244	COASTAL INDUSTRIAL SUPPLY	251 947 9400	00001	106.68			106.68
184294	PRINT SHOP, THE	251 937 1772	00001	2,272.00			2,272.00
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00001	63.62			63.62
185084	POWER SYSTEMS OF MS	228 818 8315	00001	6,479.00			6,479.00
185396	MAC'S AUTOGLASS LLC	251 228 2744	00001	250.00			250.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	5,811.51			5,811.51
186165	INTERIOR/EXTERIOR BLDG SUPPLY	251 970 3871	00001	13.44			13.44
186268	LIFEGUARD AMBULANCE SERVICE		00001	13,920.00			13,920.00
187112	QUEST DIAGNOSTICS		00001	2,515.48			2,515.48
187344	CINTAS - UNIFORMS		00001	1,814.27			1,814.27
187695	CINTAS LOCATION #211 - PURCHAS	251 443 7301	00001	1,800.00			1,800.00
187742	WILLIAMS, LISA S	251 490-5217	00001	156.40			156.40
187957	KEY, VICTORIA ASHTON	251 599-4600	00001	148.24			148.24
188199	SYNERGY TELCOM INC	800 201 7590	00001	1,592.70			1,592.70
189380	SEALTIGHT FOAM INSULATION LLC	251 455 1763	00001	3,720.00			3,720.00
189455	IMC HOSPITALISTS LLC		00001	164.51			164.51
189627	DAVIS, JOSEPH LEE III	251 769-5914	00001	376.40			376.40
189884	PIERCE, BRIAN E	251 978-9674	00001	125.35			125.35
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00001	311.50			311.50
191106	CONVERGE ONE INC	251 463 6768	00001	34,205.50			34,205.50

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
191489	WHAREHOUSE LLC	251 937-5566	00001	2,175.00			2,175.00
191947	QUADIENT LEASING USA, INC.		00001	674.58			674.58
192043	ALABAMA AVIATION EDUCATION CEN		00001	500,000.00			500,000.00
192412	ADVANTAGE ELEVATOR INSP AND CO		00001	270.00			270.00
192791	KEYPORT WAREHOUSING, INC.	251 9644607	00001	4,261.00			4,261.00
192797	NUCOR CORPORATION (R)		00001	2,982.96			2,982.96
192798	HANNA, CAROLINE (R)		00001	230.60			230.60
192811	FANDOM, INC (R)		00001	556.72			556.72
192812	POPPINS (R)		00001	150.00			150.00
192848	ANCHOR DOWN CROSSFIT, INC.		00001	52.07			52.07
192851	COLBERT COUNTY COMMISSION		00001	7,890.36			7,890.36
192855	FRANKLIN COUNTY COMMISSION		00001	416.44			416.44
	General Fund		00001	1,990,736.29	245,115.34		1,745,620.95
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00103	2.93			2.93
	County Transportation Fund		00103	2.93			2.93
181787	SHARP ELECTRONICS CORPORATION		00104	97.30			97.30
183402	ELLIOTT, THOMAS CHRISTOPHER	251 366-5400	00104	1,022.79			1,022.79
189456	FAIRFIELD CHAIR COMPANY **	828 758 5571	00104	7,520.70			7,520.70
190185	MCCOLLUM, CLIFFORD SIM	334 524-9805	00104	378.76			378.76
	Legislative Del Off Fund		00104	9,019.55			9,019.55
85307	WAL-MART SUPERCENTER *	251 9375558	00105	129.90			129.90
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00105	.81			.81
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00105	25.80			25.80
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00105	838.50			838.50
136872	LOWE'S - DAPHNE	6217620	00105	607.04	23.95-		630.99
171723	BELL'S HOMETOWN PHARMACY	251 2029444	00105	6.00			6.00
181787	SHARP ELECTRONICS CORPORATION		00105	202.02			202.02
186326	QCHC INC		00105	20,443.73			20,443.73
188879	DIXIE BUILDING SUPPLY - FOLEY	251 943 7070	00105	32.37			32.37
190878	STAPLES CONTRACT-PROMOTIONAL &		00105	573.69			573.69
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00105	43.50			43.50
	Juvenile Detention Fac Fund		00105	22,903.36	23.95-		22,927.31
75053	GAYLORD BROTHERS	800 4486160	00106	684.88			684.88
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00106	.44			.44
140089	PASTPERFECT SOFTWARE	800 5626080	00106	380.00			380.00
146165	BALDWIN FEED AND SEED LLC	9379166	00106	200.00			200.00
181787	SHARP ELECTRONICS CORPORATION		00106	260.82			260.82
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00106	1,558.36			1,558.36
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00106	22.50			22.50
192802	FREEMAN, GLEN		00106	500.00			500.00



Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
	Baldwin Co Archives Fund		00106	3,607.00			3,607.00
10432	ADT SECURITY SERVICES INC ***		00109	59.89			59.89
14044	BALDWIN ANIMAL CLINIC PC		00109	2,569.86			2,569.86
27181	GULF STATES DISTRIBUTORS	800 2237869	00109	139.00			139.00
27714	CENTRAL BALDWIN VETERINARY HOS		00109	973.00			973.00
41726	ANIMAL CARE EQUIP & SERVICES (	800 338-2237	00109	69.35			69.35
54042	SWEAT TIRE - ROBERTSDALE		00109	41.21			41.21
55757	ALABAMA ANIMAL CONTROL ASSN		00109	75.00			75.00
87716	LOWE'S FOLEY - 057700034	9705307	00109	86.40			86.40
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00109	13.67			13.67
105048	BALDWIN CNTY SOLID WASTE	251 9888125	00109	171.00			171.00
105435	CINTAS FIRST AID & SAFETY	251 4437301	00109	108.99			108.99
181787	SHARP ELECTRONICS CORPORATION		00109	19.19			19.19
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00109	226.77			226.77
187344	CINTAS - UNIFORMS		00109	754.89			754.89
187808	MISSISSIPPI MOSQUITO CONTROL L	504 366 0084	00109	14,374.00			14,374.00
187817	MWI ANIMAL HEALTH	800 762 4800/2485	00109	1,221.56			1,221.56
	Animal Shelter		00109	20,903.78			20,903.78
10044	ASSN OF COUNTY COMMISSIONERS		00111	3,548.24			3,548.24
10225	UNIV AUBURN-GOVERNMENTAL SERV	800 8444782/HALEYCT	00111	35.00			35.00
	R						
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00111	403.52			403.52
14075	BEARD EQUIPMENT - POWERPLAN	4561993	00111	102.57			102.57
21209	DUTCHMAN'S LAWN & GARDEN	251 9437043	00111	81.95			81.95
32045	HOSEA O. WEAVER & SON INC	251 3423025	00111	931.13	81.48-		1,012.61
40033	MOBILE PRESS REGISTER (ADS)		00111	3,705.15			3,705.15
40081	NUDRAULIX INC	251 4711591	00111	13.85			13.85
40589	MOBILE ASPHALT CO LLC	251 4080770	00111	6,301.86	542.67-		6,844.53
43003	OEC	800 759-3368	00111	311.90			311.90
43932	EVANS MFG	251 6336008	00111	260.50			260.50
48240	PITTS & SONS WRECKER SERVICE		00111	380.00			380.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00111	413.12			413.12
54042	SWEAT TIRE - ROBERTSDALE		00111	972.12			972.12
55415	SAND & CLAY, INC.	251 928-4601	00111	23,199.75	11,056.50		12,143.25
57071	THOMPSON TRACTOR CO	334 6265100	00111	9,071.84	283.73-		9,355.57
62623	EMPIRE TRUCK SALES INC	251 3300088PH	00111	222.00			222.00
65007	VULCAN SIGNS	334 9431541	00111	65,560.34	.12-		65,560.46
65201	VULCAN MATERIALS CO - PO'	251 6256681	00111	17,540.46			17,540.46
66295	VOLKERT INC **	251 3421070	00111	23,057.90			23,057.90
84216	W W GRAINGER - FOR PO'S	251 661-1035	00111	11,577.28			11,577.28

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
87767	JANI KING OF MOBILE	504 4419700	00111	346.45				346.45	
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00111	1,044.31				1,044.31	
98597	BALDWIN TRACTOR - PURCHASES	9474171	00111	247.73				247.73	
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00111	632.25				632.25	
100474	AL STATE DEPT OF TRANSPORTATIO		00111	1,347.26				1,347.26	
100861	JOHN G WALTON CONST CO		00111	77,867.97				77,867.97	
110162	ZACK LONG DIRT PIT	251 9371441	00111	157.50				157.50	
115852	DADE PAPER & BAG CO	251 9641500	00111	257.64				257.64	
120432	HI-LINE - FOR PURCHASE ORDERS		00111	401.33				401.33	
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00111	244.75				244.75	
126877	O'REILLY AUTO PARTS #1134 - B'	251 5800298PH	00111	7.49				7.49	
127440	MONTGOMERY ADVERTISER **	334 2621611	00111	1,734.60				1,734.60	
145461	WETLAND SCIENCES INC	850 4534700	00111	1,060.88				1,060.88	
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	6,021.11	160.00-			6,181.11	
180761	NEWELL & BUSH INC		00111	44,978.83				44,978.83	
181230	LOXLEY AUTO PARTS AND HARDWARE		00111	158.67				158.67	
181787	SHARP ELECTRONICS CORPORATION		00111	1,936.63				1,936.63	
182991	GEOCON ENGINEERING & MATERIA	251 424 0211	00111	475.00				475.00	
184368	GLOBAL INDUSTRIES INC	856 596 3390	00111	884.80				884.80	
185351	HOLLAND'S PAINT & BODY		00111	2,965.90				2,965.90	
185594	STAPLES CONTRACT & COMMERCIA	803 333 8496	00111	894.91				894.91	
185645	BEARD EQUIPMENT CO - MOBILE		00111	483.47				483.47	
185685	DEWBERRY ENGINEERS INC	251 990 9950	00111	5,910.71				5,910.71	
186607	HERITAGE-CRYSTAL CLEAN LLC	877 938 7948	00111	252.47				252.47	
186715	CHAMBERS GLASS	251 964 2298	00111	240.00				240.00	
187344	CINTAS - UNIFORMS		00111	2,697.32				2,697.32	
187849	MOTT MACDONALD CONSULTANTS	251 343 4366	00111	630.00				630.00	
189276	OZARK MATERIALS LLC	334 371 2308	00111	9,479.68				9,479.68	
191955	MY BINDING, LLC	800 944 4573	00111	93.22	10.36-			103.58	
192180	TTL, INC.	205 345 0816	00111	280.00				280.00	
	7 Cent Gasoline Tax Fund		00111	331,423.36	9,978.14			321,445.22	
100861	JOHN G WALTON CONST CO		00115	89,068.27				89,068.27	
	Rebuild Alabama Fund		00115	89,068.27				89,068.27	
36020	INTERNATIONAL ASSN OF ASSESSIN		00120	1,180.00				1,180.00	
87716	LOWE'S FOLEY - 057700034	9705307	00120	1.98	92.07-			94.05	
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00120	18.47				18.47	
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00120	638.23				638.23	
113603	BAY AREA PRINTING & GRAPHICS S	850 4336864	00120	408.00				408.00	
115852	DADE PAPER & BAG CO	251 9641500	00120	413.79				413.79	
181787	SHARP ELECTRONICS CORPORATION		00120	440.13				440.13	

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
184040	WALTON, HELEN DEAS	251 990-0024	00120	14.95			14.95
184185	ARROW EXTERMINATORS INC		00120	1,040.00	1,040.00		
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00120	8,003.22			8,003.22
192149	MURCHISON AND NEWCOMB LLC		00120	4,093.52			4,093.52
192814	ALABAMA CHAPTER OF THE IAAO		00120	350.00			350.00
	Reappraisal Fund		00120	16,602.29	947.93		15,654.36
143	SECTION 18 TRANSPORTATION FUND	251 9370355	00140	1,046.52			1,046.52
10448	A & M PORTABLES INC	251 6790933	00140	115.00			115.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00140	1.07			1.07
166975	TSA INC	205 7339111	00140	798.00-	798.00-		
181787	SHARP ELECTRONICS CORPORATION		00140	120.34			120.34
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	169.05			169.05
	Council on Aging Fund		00140	653.98	798.00-		1,451.98
19013	CENTRAL GLASS CO		00143	140.00			140.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	808.78			808.78
79396	BEHAVIORAL HEALTH SYSTEMS INC		00143	90.00			90.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00143	186.37			186.37
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00143	35.00			35.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00143	25.09			25.09
115852	DADE PAPER & BAG CO	251 9641500	00143	176.81			176.81
120846	FAIRHOPE, CITY OF *		00143	24,240.00			24,240.00
143271	JAZZY CLEAN JANITORIAL	251 6220127	00143	548.86			548.86
146675	STEWART, RONALD B	251 5804156	00143	174.00			174.00
166975	TSA INC	205 7339111	00143	3,885.36			3,885.36
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00143	36.35			36.35
181452	PADGETT, JAMES ANTHONY	251 9902694	00143	46.00			46.00
181787	SHARP ELECTRONICS CORPORATION		00143	404.25			404.25
187213	DUMAS, SHANNON RENE	251 422-9856	00143	32.00			32.00
187344	CINTAS - UNIFORMS		00143	187.54			187.54
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00143	22.50			22.50
	Section 18 Fund		00143	31,038.91			31,038.91
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00144	222.57			222.57
66295	VOLKERT INC **	251 3421070	00144	45,594.00			45,594.00
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00144	328.77			328.77
98597	BALDWIN TRACTOR - PURCHASES	9474171	00144	412.07	45.79-		457.86
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00144	30.34			30.34
136207	SHERWIN WILLIAMS - SPANISH FOR		00144	173.57			173.57
182059	SUNSOUTH LLC	251 943 5091	00144	211.92			211.92
182244	COASTAL INDUSTRIAL SUPPLY	251 947 9400	00144	279.00			279.00
187344	CINTAS - UNIFORMS		00144	618.68			618.68

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
189142	S C STAGNER CONTRACTING INC		00144	81,695.55			81,695.55
	Parks Fund		00144	129,566.47	45.79-		129,612.26
27022	GULF COAST NEWSPAPERS		00146	1,003.52			1,003.52
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00146	33.06			33.06
181787	SHARP ELECTRONICS CORPORATION		00146	131.64			131.64
191603	J R WILBURN & ASSOCIATES INC		00146	18,072.20			18,072.20
	Eastern Shore Metro Planning O		00146	19,240.42			19,240.42
27181	GULF STATES DISTRIBUTORS	800 2237869	00154	379.00			379.00
	Federal Forfeiture Fund		00154	379.00			379.00
65201	VULCAN MATERIALS CO - PO'	251 6256681	00165	1,780.07			1,780.07
	Gulf Mexico EnergySec Act 2006		00165	1,780.07			1,780.07
111	SEVEN CENT GAS TAX FUND	251 9370371	00510	1,111.99			1,111.99
10448	A & M PORTABLES INC	251 6790933	00510	525.00			525.00
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00510	6.85			6.85
14075	BEARD EQUIPMENT - POWERPLAN	4561993	00510	2,089.18			2,089.18
19009	CAMPBELL HARDWARE & SUPPLY CQ51	9472291	00510	29.98			29.98
40033	MOBILE PRESS REGISTER (ADS)		00510	630.48			630.48
40034	MATHES OF ALABAMA-FOLEY	251 943 8551	00510	65.27			65.27
54317	AL STATE DEPT OF REVENUE		00510	48.50			48.50
57071	THOMPSON TRACTOR CO	334 6265100	00510	3,062.40			3,062.40
65091	STONE CROSBY PC **		00510	2,700.00			2,700.00
80670	WILLIAMS SCOTSMAN INC	653.0510	00510	715.23			715.23
84216	W W GRAINGER - FOR PO'S	251 661-1035	00510	248.56			248.56
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00510	43.90			43.90
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00510	343.22			343.22
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00510	604.74			604.74
107086	CITY ELECTRIC SUPPLY - C.E.S.	9291030	00510	156.26			156.26
120432	HI-LINE - FOR PURCHASE ORDERS		00510	304.76			304.76
142551	FERGUSON ENTERPRISES INC - DAP	251 6212147	00510	319.86			319.86
150578	MSC INDUSTRIAL DIRECT CO INC *	800 753-7997	00510	786.00			786.00
158107	KIMBALL MIDWEST - PO	PO ONLY	00510	1,096.21			1,096.21
180153	CAPITAL VOLVO TRUCK & TRAILER	251 452 0520	00510	328.75			328.75
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00510	673.42			673.42
181787	SHARP ELECTRONICS CORPORATION		00510	1,071.64			1,071.64
181899	SUBURBAN PROPANE - PO'S - DO N		00510	3.00			3.00
182059	SUNSOUTH LLC	251 943 5091	00510	295.96			295.96
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00510	69.37	69.37-		138.74
186138	GRAESTONE AGGREGATES, LLC		00510	13,734.94			13,734.94
188064	FORTILINE WATERWORKS INC **	251 945 1177	00510	393.60			393.60
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00510	65.00			65.00



Supplier				Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
192180	TTL, INC.	205 345 0816	00510	5,500.00				5,500.00
	Solid Waste Fund		00510	37,024.07	69.37-			37,093.44
111	SEVEN CENT GAS TAX FUND	251 9370371	00511	24,075.00				24,075.00
10003	ACCURATE CONTROL EQUIPMENT	334 9284976	00511	75.90				75.90
19040	CUMMINS ALABAMA INC	334 4562236	00511	2,008.57				2,008.57
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	325.32				325.32
54317	AL STATE DEPT OF REVENUE		00511	24.25				24.25
57039	TRUCK EQUIPMENT SALES INC	251 6668606	00511	1,840.00				1,840.00
57327	TONY'S TOWING INC	251 9287334	00511	390.00				390.00
62623	EMPIRE TRUCK SALES INC	251 3300088PH	00511	389.34				389.34
84216	W W GRAINGER - FOR PO'S	251 661-1035	00511	240.96				240.96
86633	ETOWAH CHEMICAL SALES & SERVICE	251 4383513**	00511	765.00				765.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00511	253.39				253.39
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00511	33.16				33.16
115852	DADE PAPER & BAG CO	251 9641500	00511	62.19				62.19
120432	HI-LINE - FOR PURCHASE ORDERS		00511	328.22				328.22
123094	McPHERSON CO (FOR PO)	888- 8027500EXT2	00511	447.12				447.12
150578	MSC INDUSTRIAL DIRECT CO INC *	800 753-7997	00511	983.97				983.97
180153	CAPITAL VOLVO TRUCK & TRAILER	251 452 0520	00511	2,829.67	400.00-			3,229.67
181787	SHARP ELECTRONICS CORPORATION		00511	956.83				956.83
182624	FRANKLIN'S STARTER & ALTERNATOR	251 653 0067	00511	215.00				215.00
189486	GSP MARKETING INC	814 445 5866	00511	2,954.72				2,954.72
191359	ESTES, CATHY (R)		00511	32.00				32.00
192757	LOPEZ, GEORGE (R)		00511	11.25				11.25
192758	WHITE, LISA (R)		00511	42.00				42.00
192759	TERRILL, DEBRA A (R)		00511	48.00				48.00
192760	MCKEE, GEORGE & SARAH (R)		00511	30.00				30.00
192761	LAMBERT, ROSEMARY (R)		00511	16.00				16.00
192762	HARRISON, TIMOTHY B (R)		00511	30.00				30.00
192763	ESTATE OF RYAN E BURCHETT DEAN		00511	30.00				30.00
192764	COOK, DUSTIN (R)		00511	30.00				30.00
192765	GRIDER, WILLIAM ELI (R)		00511	30.00				30.00
192766	BECKHAM, GREGORY & TONDA (R)		00511	30.00				30.00
192767	R & S LLC (R)		00511	30.00				30.00
192768	MCCLAIN, KIMBERLY T & STEPHEN		00511	16.00				16.00
192769	GUINN, JOHN (R)		00511	32.00				32.00
192770	GRIGGS, WENDY & FRANCIS (R)		00511	16.00				16.00
192771	PROFFIT, ELIZABETH (R)		00511	30.00				30.00
192772	RYALS, CURT (R)		00511	30.00				30.00
192773	LLOYD, JEFFERY R (R)		00511	30.00				30.00

Supplier			Aging						
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
192774	KOCH, CAROLYN (R)		00511	30.00					30.00
192775	LEE, SHANNON A (R)		00511	30.00					30.00
192776	LEITERMAN, ANNIE R (R)		00511	32.00					32.00
192777	HARPER, DESIREE (R)		00511	16.00					16.00
192778	STREAMLINE INVESTMENTS, LLC (R		00511	32.00					32.00
192779	SUTLEY, CHARLES (R)		00511	32.00					32.00
192780	CHOM, CHRISTOPHER & CHRISTINA		00511	14.00					14.00
192781	HAMILTON, WES & CATHERINE (R)		00511	16.00					16.00
192782	DARNELL, ANNETTE (R)		00511	16.00					16.00
192783	RAMOS, MARIA (R)		00511	16.00					16.00
192784	WRI PROPERTY MANAGEMENT (R)		00511	16.00					16.00
192785	KEYSER, JEFFREY (R)		00511	32.00					32.00
192786	CARPENTER, ROWLAND & BRENDA (R		00511	16.00					16.00
192816	BEDWELL, WENDELL & KRISTINA (R		00511	10.00					10.00
192817	BILLETT, WILLIAM (R)		00511	30.00					30.00
192818	CAMPBELL, ANTHONY (R)		00511	21.00					21.00
192819	CHILDERS, STEVE (R)		00511	16.00					16.00
192820	CORLEY, KEITH B (R)		00511	30.00					30.00
192821	CRAFT, DAVID (R)		00511	30.00					30.00
192822	DEAN, SANDRA GUTIERREZ (R)		00511	16.00					16.00
192823	DUNAWAY, MARK (R)		00511	14.00					14.00
192824	EDSON, GIL & SANDRA (R)		00511	14.00					14.00
192825	ESTATE OF KATHY SMITH (R)		00511	32.00					32.00
192826	GRAMAJO, KELLY (R)		00511	16.00					16.00
192827	HARMON, RAY K (R)		00511	16.10					16.10
192828	HARRELL, GEORGE (R)		00511	30.00					30.00
192829	HOULSEN, MARY A (R)		00511	32.00					32.00
192830	INGRAHAM, ANNE (R)		00511	30.00					30.00
192831	JANES, BRITTANY (R)		00511	21.00					21.00
192832	KIDD, JOHN R (R)		00511	32.00					32.00
192833	LONG, DEBORAH (R)		00511	16.00					16.00
192834	MCELLIGOTT, KEITH M (R)		00511	21.00					21.00
192835	MOORE, LEIGH (R)		00511	16.00					16.00
192836	NORRIS, LORETTA A (R)		00511	16.00					16.00
192837	PEED, CAROL (R)		00511	30.00					30.00
192838	PETELINSKI, CHRISTOPHER (R)		00511	32.00					32.00
192839	PRATT, BURTON L & JUDY (R)		00511	32.00					32.00
192840	RUTH, KIMM (R)		00511	32.00					32.00
192841	STELLY, TERRY (R)		00511	32.00					32.00
192842	STEWART, SAMANTHA (R)		00511	16.00					16.00

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
192843	THOMPSON, JEANNE T (R)		00511	16.00				16.00
192844	VICTORY, KATHARINE M (R)		00511	30.00				30.00
192845	WASDIN, ALEXIS (R)		00511	16.00				16.00
192846	WILBANKS, DAWN (R)		00511	32.00				32.00
192847	ZAHAND, RANDALL (R)		00511	16.00				16.00
	Solid Waste Collection Fund		00511	40,752.96	400.00-			41,152.96
10007	ALABAMA LAW ENFORCEMENT AGENCY	2424900	00708	1,480.00				1,480.00
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00708	11.82				11.82
174713	PAM'S EMBROIDERY & SEWING	251 9371393	00708	60.00				60.00
181136	B I INCORPORATED		00708	180.00				180.00
181787	SHARP ELECTRONICS CORPORATION		00708	252.56				252.56
	Community Corrections		00708	1,984.38				1,984.38
66391	XEROX CORP		00740	387.02				387.02
116169	GANAY, BRENDA Q		00740	3,433.34				3,433.34
130948	ALABAMA ASSN OF CIRCUIT JUDGES		00740	1,000.00				1,000.00
180834	COX, DEANNA VICICH		00740	1,050.00				1,050.00
181809	RUFFIN, LORI G		00740	165.00				165.00
191743	DENNISE WOLSTENHOLME		00740	1,200.00				1,200.00
	Law Library Fund		00740	7,235.36				7,235.36
14118	BALDWIN CNTY GENERAL FUND		00751	1,428.00				1,428.00
	BC Employee Fund		00751	1,428.00				1,428.00
10225	UNIV AUBURN-GOVERNMENTAL SERVICES	8444782/HALEYCT R	00779	1,375.00				1,375.00
162886	GULSBY, MARILYN S	251 6809525	00779	314.40				314.40
	MV Special Training Fund		00779	1,689.40				1,689.40
85307	WAL-MART SUPERCENTER *	251 9375558	00780	1,497.97				1,497.97
	Donation Trust Fund		00780	1,497.97				1,497.97
186451	SYMBOL HEALTH SOLUTIONS LLC		00790	31,396.05				31,396.05
	Self Insurance Trust		00790	31,396.05				31,396.05
Grand Total(s)			00790	2,789,933.87	254,704.30			2,535,229.57





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0127, **Version:** 1

**Item #:** EA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** New

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

Eva Cutsinger, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

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### **ITEM TITLE**

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

### **STAFF RECOMMENDATION**

Make the attached interim payments made by the Clerk/Treasurer totaling \$2,558,826.38 (two million, five hundred fifty-eight thousand, eight hundred twenty-six dollars and thirty-eight cents) a part of the minutes.

### **BACKGROUND INFORMATION**

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

**Background:** N/A.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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

**Baldwin County Commission  
Interim Payments  
November 3, 2020**

Vendor Summary		Totals	Brief Description
1	A.C.C.A.W.C.S.I.F.	743,781.04	Workers Comp
2	AL STATE DEPT OF ENVIRONMENTAL MANAGEMENT	785.00	Training; S/W Landfill Operator Certification
3	AL STATE DEPT OF INDUSTRIAL RELATIONS	3,183.04	SUI Tax
4	AL STATE DEPT OF REVENUE	95,651.84	4QTR FY20; Landfill
5	AL STATE DEPT OF REVENUE	490.19	Payroll
6	ALABAMA CHILD SUPPORT PAYMENT CENTER	2,768.27	Payroll
7	AT&T	563.32	Telephone
8	AUSTILL, JERE III	103.77	Land Redemptions
9	BALDWIN CNTY COMMISSION - BOOTS	55.00	Payroll
10	BALDWIN CNTY COMMISSION - DENTAL	12,434.00	Payroll
11	BALDWIN CNTY COMMISSION - HEALTH	56,818.00	Payroll
13	BALDWIN CNTY SHERIFF'S OFFICE	735,252.29	Payroll; Sheriff's
14	BALDWIN EMC	7,687.00	Utilities
15	BLUE CROSS & BLUE SHIELD OF AL	321,407.90	Payroll
16	CANOPY INVESTMENT COMPANY LLC	1,602.41	Land Redemptions
17	CENTURYLINK	3,392.81	Telephone
19	DEPARTMENT OF CHILDREN AND FAMILY SVC	539.98	Payroll
20	DONOHOO CHEVROLET LLC	45,741.70	Vehicle; District 3
21	DUTCHER, TAMELA J.	1,802.00	Land Purchase, Track 3; Hwy
22	FAIRHOPE, CITY OF	14,467.78	Utilities
23	FERTIG, SABRINA	185.00	Refund; Solid Waste
24	FIREHOUSE SUBS	454.30	Vendor Lunch; Health Fair
25	FLEXIBLE BENEFITS	100.00	Payroll
26	FLEXIBLE BENEFITS	9,845.39	Payroll
27	FLORIDA, STATE OF DISBURSEMENT UNIT	149.89	Payroll
28	FOLEY, CITY OF	57.72	Utilities
29	FRONTIER COMMUNICATIONS	66.77	Telephone
30	HANCOCK BANK	10,117.03	Credit Card Svcs; Sept 2020
31	HARBOR COMMUNICATIONS LLC	872.43	Telephone
32	HARIEL, BONNIE	831.70	Refund; Solid Waste
33	HASTINGS, MELINDA R	238.54	Land Redemptions
34	IRS-TAX PAYMENT	257,938.16	Payroll
35	JUDICIAL RETIREMENT FUND	918.75	Payroll
36	LAMAR, MELVIN E	222.04	Land Redemptions
37	LASSAN, ALICE R.	9,950.00	Land Purchase, Track 2; Hwy
38	LEFTWICH, JOSHUA	702.19	Land Redemptions
39	NATIONWIDE RETIREMENT SOLUTION	125.00	Payroll
40	NATIONWIDE RETIREMENT SOLUTIONS	20,479.75	Payroll
41	NORTH BALDWIN UTILITIES	13.52	Utilities
42	NUVIEW IRA FBO DOUGLAS GALE	4,254.34	Land Redemptions
43	O'BRIEN, DANIEL	1,329.14	Payroll
44	OFFICE OF PROSECUTION SERVICES	358.88	Circuit Clerk Fees; Sept 2020
45	PEIRAF DEFERRED COMPENSATION	1,635.00	Payroll
46	PUGH, TRAVIS	8,625.19	Land Redemptions
47	RETIREMENT SYSTEMS OF AL	159,188.29	Payroll
48	RIVIERA UTILITIES	11,878.46	Utilities
49	ROBERTSDALE POSTMASTER	336.00	Post
50	SAMPSON, ANTHONY T AND PAMELA P	99.33	PO Box Rental; Sales & Use Tax
51	SOUTHERN LIGHT LLC / DBA UNITI FIBER	7,627.16	Telephone
52	SOUTO, MANUEL	630.15	Refund; Solid Waste
53	SPEAKSPACE LLC	211.62	Telephone
54	VALENTINE, JEFF	79.00	Refund; Solid Waste
55	VOGES, JOY	144.00	Refund; Solid Waste
56	WHITE, WAYNARD	144.00	Refund; Solid Waste
57	WISE, JODY L CIRCUIT CLERK	50.00	Payroll
58	ZAXBY'S	440.30	Vendor Lunch; Health Fair
<b>Grand Total</b>		<b>2,558,826.38</b>	

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
183630	DONOHOO CHEVROLET LLC	205 444-9333	00001	45,741.70			45,741.70
	General Fund		00001	45,741.70			45,741.70
	Grand Total(s)		00001	45,741.70			45,741.70

.....Document.....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts.....				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account	00018481					Cash	Batch Number	2853274	Type	M	Date	10/13/2020	User ID	RBENSON
PN	9205438			10/13/2020	00510	AL STATE DEPT OF REVENUE	153509					74,507.69-		D
PV	526490	00510	001	10/13/2020		9302020	4QTR FY20							
						Cash	00018481					74,507.69-	AA	
PN	9205438			10/13/2020	00510	AL STATE DEPT OF REVENUE	153509					17,885.68-		D
PV	526490	00510	002	10/13/2020		9302020	4QTR FY20							
						Cash	00018481					17,885.68-	AA	
PN	9205438			10/13/2020	00510	AL STATE DEPT OF REVENUE	153509					3,258.47-		D
PV	526490	00510	003	10/13/2020		9302020	4QTR FY20							
						Cash	00018481					3,258.47-	AA	
Totals for Bank Account								95,651.84-				95,651.84-		
Totals for Batch								95,651.84-				95,651.84-		
User Total								95,651.84-				95,651.84-		
Grand Total								95,651.84-				95,651.84-		

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount	Discount Taken	G/L Distribution	User ID					
G/L Bank Account	00018481					Cash	Batch Number	2853279	Type	M	Date	10/13/2020				DGBRYARS
PN	9205427			10/13/2020	00001	JUDICIAL RETIREMENT FUND	36240					918.75-			D	
T7	526039	00001	001	10/15/2020		100720851334	RSA JRF OCTOBER 2020									
						Cash	00018481					918.75-	AA			
Totals for Bank Account								918.75-				918.75-				
Totals for Batch								918.75-				918.75-				
User Total								918.75-				918.75-				
Grand Total								918.75-				918.75-				

Document				Date	Co.	Name	Address Number	Amounts								Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type		
						Account Description	Account Number	Discount Taken	Distribution							
G/L Bank Account				00018481		Cash	Batch Number	2853310	Type	M	Date	10/15/2020	User ID	DGBRYARS		
PN	9205439			10/16/2020	00001	IRS-TAX PAYMENT	54188						34,922.17-		D	
T7	526499	00001	001	10/16/2020		101320153706106	636001408	Payroll Taxes								
						Cash	00018481						34,922.17-	AA		
PN	9205439			10/16/2020	00001	IRS-TAX PAYMENT	54188						65,938.40-		D	
T7	526500	00001	001	10/16/2020		101320153706107	636001408	Payroll Taxes								
						Cash	00018481						65,938.40-	AA		
PN	9205439			10/16/2020	00103	IRS-TAX PAYMENT	54188						116.04-		D	
T7	526501	00103	001	10/16/2020		101320153706108	636001408	Payroll Taxes								
						Cash	00018481						116.04-	AA		
PN	9205439			10/16/2020	00103	IRS-TAX PAYMENT	54188						199.96-		D	
T7	526502	00103	001	10/16/2020		101320153706109	636001408	Payroll Taxes								
						Cash	00018481						199.96-	AA		
PN	9205439			10/16/2020	00104	IRS-TAX PAYMENT	54188						316.89-		D	
T7	526504	00104	001	10/16/2020		101320153706110	636001408	Payroll Taxes								
						Cash	00018481						316.89-	AA		
PN	9205439			10/16/2020	00104	IRS-TAX PAYMENT	54188						650.90-		D	
T7	526505	00104	001	10/16/2020		101320153706111	636001408	Payroll Taxes								
						Cash	00018481						650.90-	AA		
PN	9205439			10/16/2020	00105	IRS-TAX PAYMENT	54188						1,900.72-		D	
T7	526506	00105	001	10/16/2020		101320153706112	636001408	Payroll Taxes								
						Cash	00018481						1,900.72-	AA		
PN	9205439			10/16/2020	00105	IRS-TAX PAYMENT	54188						4,390.14-		D	
T7	526507	00105	001	10/16/2020		101320153706113	636001408	Payroll Taxes								



Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		4,390.14-	AA				
PN	9205439			10/16/2020	00106	IRS-TAX PAYMENT	54188	201.94-					D	
T7	526508	00106	001	10/16/2020		101320153706114	636001408 Payroll Taxes							
						Cash	00018481		201.94-	AA				
PN	9205439			10/16/2020	00106	IRS-TAX PAYMENT	54188	1,032.12-					D	
T7	526509	00106	001	10/16/2020		101320153706115	636001408 Payroll Taxes							
						Cash	00018481		1,032.12-	AA				
PN	9205439			10/16/2020	00109	IRS-TAX PAYMENT	54188	918.85-					D	
T7	526510	00109	001	10/16/2020		101320153706116	636001408 Payroll Taxes							
						Cash	00018481		918.85-	AA				
PN	9205439			10/16/2020	00109	IRS-TAX PAYMENT	54188	2,323.88-					D	
T7	526511	00109	001	10/16/2020		101320153706117	636001408 Payroll Taxes							
						Cash	00018481		2,323.88-	AA				
PN	9205439			10/16/2020	00111	IRS-TAX PAYMENT	54188	18,326.03-					D	
T7	526512	00111	001	10/16/2020		101320153706118	636001408 Payroll Taxes							
						Cash	00018481		18,326.03-	AA				
PN	9205439			10/16/2020	00111	IRS-TAX PAYMENT	54188	37,550.98-					D	
T7	526513	00111	001	10/16/2020		101320153706119	636001408 Payroll Taxes							
						Cash	00018481		37,550.98-	AA				
PN	9205439			10/16/2020	00120	IRS-TAX PAYMENT	54188	6,443.67-					D	
T7	526515	00120	001	10/16/2020		101320153706120	636001408 Payroll Taxes							
						Cash	00018481		6,443.67-	AA				
PN	9205439			10/16/2020	00120	IRS-TAX PAYMENT	54188	13,166.92-					D	
T7	526516	00120	001	10/16/2020		101320153706121	636001408 Payroll Taxes							

Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		13,166.92-	AA				
PN	9205439			10/16/2020	00140	IRS-TAX PAYMENT	54188	876.11-					D	
T7	526517	00140	001	10/16/2020		101320153706122	636001408 Payroll Taxes							
						Cash	00018481		876.11-	AA				
PN	9205439			10/16/2020	00140	IRS-TAX PAYMENT	54188	1,961.38-					D	
T7	526518	00140	001	10/16/2020		101320153706123	636001408 Payroll Taxes							
						Cash	00018481		1,961.38-	AA				
PN	9205439			10/16/2020	00143	IRS-TAX PAYMENT	54188	2,643.78-					D	
T7	526519	00143	001	10/16/2020		101320153706124	636001408 Payroll Taxes							
						Cash	00018481		2,643.78-	AA				
PN	9205439			10/16/2020	00143	IRS-TAX PAYMENT	54188	6,693.22-					D	
T7	526520	00143	001	10/16/2020		101320153706125	636001408 Payroll Taxes							
						Cash	00018481		6,693.22-	AA				
PN	9205439			10/16/2020	00144	IRS-TAX PAYMENT	54188	1,458.02-					D	
T7	526521	00144	001	10/16/2020		101320153706126	636001408 Payroll Taxes							
						Cash	00018481		1,458.02-	AA				
PN	9205439			10/16/2020	00144	IRS-TAX PAYMENT	54188	3,721.82-					D	
T7	526522	00144	001	10/16/2020		101320153706127	636001408 Payroll Taxes							
						Cash	00018481		3,721.82-	AA				
PN	9205439			10/16/2020	00146	IRS-TAX PAYMENT	54188	297.57-					D	
T7	526523	00146	001	10/16/2020		101320153706128	636001408 Payroll Taxes							
						Cash	00018481		297.57-	AA				
PN	9205439			10/16/2020	00146	IRS-TAX PAYMENT	54188	505.04-					D	
T7	526524	00146	001	10/16/2020		101320153706129	636001408 Payroll Taxes							

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..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		505.04-	AA				
PN	9205439			10/16/2020	00510	IRS-TAX PAYMENT	54188	10,396.48-					D	
T7	526526	00510	001	10/16/2020		101320153706130	636001408 Payroll Taxes							
						Cash	00018481		10,396.48-	AA				
PN	9205439			10/16/2020	00510	IRS-TAX PAYMENT	54188	15,665.84-					D	
T7	526527	00510	001	10/16/2020		101320153706131	636001408 Payroll Taxes							
						Cash	00018481		15,665.84-	AA				
PN	9205439			10/16/2020	00511	IRS-TAX PAYMENT	54188	8,193.26-					D	
T7	526528	00511	001	10/16/2020		101320153706132	636001408 Payroll Taxes							
						Cash	00018481		8,193.26-	AA				
PN	9205439			10/16/2020	00511	IRS-TAX PAYMENT	54188	16,913.04-					D	
T7	526529	00511	001	10/16/2020		101320153706133	636001408 Payroll Taxes							
						Cash	00018481		16,913.04-	AA				
PN	9205439			10/16/2020	00740	IRS-TAX PAYMENT	54188	51.73-					D	
T7	526530	00740	001	10/16/2020		101320153706134	636001408 Payroll Taxes							
						Cash	00018481		51.73-	AA				
PN	9205439			10/16/2020	00740	IRS-TAX PAYMENT	54188	161.26-					D	
T7	526531	00740	001	10/16/2020		101320153706135	636001408 Payroll Taxes							
						Cash	00018481		161.26-	AA				
Totals for Bank Account								257,938.16-	257,938.16-					
Totals for Batch								257,938.16-	257,938.16-					
User Total								257,938.16-	257,938.16-					

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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution							
Grand Total								257,938.16-	257,938.16-							

..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....								Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger	/Type		
G/L Bank Account	00018481					Cash	Batch Number	2853313	Type	M	Date	10/15/2020	User ID	RBENSON		
PN	9205440			10/15/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	281,961.61-						D		
PV	526866	00001	001	10/15/2020		10142020	PAYROLL; 10/16/2020									
						Cash	00018481						281,961.61-	AA		
PN	9205440			10/15/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	146,749.72-						D		
PV	526866	00001	002	10/15/2020		10142020	PAYROLL; 10/16/2020									
						Cash	00018481						146,749.72-	AA		
PN	9205440			10/15/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	11,418.61-						D		
PV	526866	00001	003	10/15/2020		10142020	PAYROLL; 10/16/2020									
						Cash	00018481						11,418.61-	AA		
PN	9205440			10/15/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	193,976.46-						D		
PV	526866	00001	004	10/15/2020		10142020	PAYROLL; 10/16/2020									
						Cash	00018481						193,976.46-	AA		
PN	9205440			10/15/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	93,094.77-						D		
PV	526866	00001	005	10/15/2020		10142020	PAYROLL; 10/16/2020									
						Cash	00018481						93,094.77-	AA		
PN	9205440			10/15/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	8,051.12-						D		
PV	526866	00001	006	10/15/2020		10142020	PAYROLL; 10/16/2020									
						Cash	00018481						8,051.12-	AA		
Totals for Bank Account								735,252.29-					735,252.29-			
Totals for Batch								735,252.29-					735,252.29-			
User Total								735,252.29-					735,252.29-			

..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
Grand Total								735,252.29-	735,252.29-						

..... Supplier .....			..... Aging .....			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
19049	FOLEY, CITY OF		00001	57.72		57.72
27007	CENTURYLINK (GULFTEL) **		00001	85.63		85.63
48182	ROBERTSDALE POSTMASTER		00001	336.00		336.00
51003	RIVIERA UTILITIES		00001	10,574.26		10,574.26
61111	CENTURYLINK(GULF TELEPHONE CO		00001	314.19		314.19
145701	SOUTHERN LIGHT LLC / DBA UNITI	251 6621170	00001	7,627.16		7,627.16
181427	SPEAKSPACE LLC		00001	211.62		211.62
	General Fund		00001	19,206.58		19,206.58
14005	BALDWIN EMC	251 9890118	00111	66.00		66.00
51003	RIVIERA UTILITIES		00111	175.91		175.91
	7 Cent Gasoline Tax Fund		00111	241.91		241.91
14005	BALDWIN EMC	251 9890118	00140	160.00		160.00
	Council on Aging Fund		00140	160.00		160.00
51003	RIVIERA UTILITIES		00143	45.00		45.00
	Section 18 Fund		00143	45.00		45.00
14005	BALDWIN EMC	251 9890118	00144	84.00		84.00
19003	NORTH BALDWIN UTILITIES		00144	13.52		13.52
51003	RIVIERA UTILITIES		00144	49.80		49.80
	Parks Fund		00144	147.32		147.32
14005	BALDWIN EMC	251 9890118	00510	977.00		977.00
	Solid Waste Fund		00510	977.00		977.00
192787	VOGES, JOY (R)		00511	144.00		144.00
192788	HARIEL, BONNIE (R)		00511	831.70		831.70
	Solid Waste Collection Fund		00511	975.70		975.70
188799	LEFTWICH, JOSHUA		00725	702.19	702.19	
192291	HASTINGS, MELINDA R		00725	238.54	238.54	
	Land Redemption Fund		00725	940.73	940.73	
43012	OFFICE OF PROSECUTION SERVICES		00760	358.88		358.88
	District Attorney Fund		00760	358.88		358.88
192789	FIREHOUSE SUBS	251 9867827	00780	454.30		454.30
192790	ZAXBY'S	251 9474140	00780	440.30		440.30
	Donation Trust Fund		00780	894.60		894.60
	Grand Total(s)		00780	23,947.72	940.73	23,006.99



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Open A/P Summary Report

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As Of 10/15/2020

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	100.00	100.00		
40627	NATIONWIDE RETIREMENT SOLUTION		00001	125.00	125.00		
180373	BALDWIN CNTY COMMISSION - DENT		00001	272.00	272.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00001	6,823.00	6,823.00		
	General Fund		00001	7,320.00	7,320.00		
Grand Total(s)			00001	7,320.00	7,320.00		

Supplier			Aging					
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
717	FLEXIBLE BENEFITS	251 9370264	00001	4,308.81	4,308.81			
40627	NATIONWIDE RETIREMENT SOLUTION		00001	13,477.25	13,477.25			
54555	AL STATE DEPT OF REVENUE	205 2421220	00001	201.91	201.91			
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	577.85	577.85			
112221	WISE, JODY L CIRCUIT CLERK		00001	50.00	50.00			
180373	BALDWIN CNTY COMMISSION - DENT		00001	4,561.50	4,561.50			
184047	O'BRIEN, DANIEL		00001	368.30	368.30			
186456	BALDWIN CNTY COMMISSION - HEAL		00001	19,582.00	19,582.00			
	General Fund		00001	43,127.62	43,127.62			
40627	NATIONWIDE RETIREMENT SOLUTION		00103	30.00	30.00			
180373	BALDWIN CNTY COMMISSION - DENT		00103	34.00	34.00			
186456	BALDWIN CNTY COMMISSION - HEAL		00103	166.00	166.00			
	County Transportation Fund		00103	230.00	230.00			
180373	BALDWIN CNTY COMMISSION - DENT		00104	57.00	57.00			
186456	BALDWIN CNTY COMMISSION - HEAL		00104	233.00	233.00			
	Legislative Del Off Fund		00104	290.00	290.00			
717	FLEXIBLE BENEFITS	251 9370264	00105	167.14	167.14			
40627	NATIONWIDE RETIREMENT SOLUTION		00105	128.00	128.00			
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	438.46	438.46			
148216	FLORIDA, STATE OF DISBURSEMENT		00105	149.89	149.89			
180373	BALDWIN CNTY COMMISSION - DENT		00105	383.50	383.50			
186456	BALDWIN CNTY COMMISSION - HEAL		00105	1,729.00	1,729.00			
	Juvenile Detention Fac Fund		00105	2,995.99	2,995.99			
717	FLEXIBLE BENEFITS	251 9370264	00106	79.17	79.17			
180373	BALDWIN CNTY COMMISSION - DENT		00106	88.00	88.00			
184047	O'BRIEN, DANIEL		00106	253.00	253.00			
186456	BALDWIN CNTY COMMISSION - HEAL		00106	403.00	403.00			
	Baldwin Co Archives Fund		00106	823.17	823.17			
717	FLEXIBLE BENEFITS	251 9370264	00109	12.50	12.50			
40627	NATIONWIDE RETIREMENT SOLUTION		00109	125.00	125.00			
180373	BALDWIN CNTY COMMISSION - DENT		00109	171.00	171.00			
186456	BALDWIN CNTY COMMISSION - HEAL		00109	570.00	570.00			
	Animal Shelter		00109	878.50	878.50			
717	FLEXIBLE BENEFITS	251 9370264	00111	1,909.09	1,909.09			
40627	NATIONWIDE RETIREMENT SOLUTION		00111	4,995.00	4,995.00			
54555	AL STATE DEPT OF REVENUE	205 2421220	00111	288.28	288.28			
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	833.04	833.04			
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,820.50	2,820.50			
186456	BALDWIN CNTY COMMISSION - HEAL		00111	10,672.00	10,672.00			
188062	BALDWIN CNTY COMMISSION - BOOT		00111	55.00	55.00			

.....Supplier.....			.....Aging.....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84		
	7 Cent Gasoline Tax Fund		00111	21,766.75	21,766.75		
717	FLEXIBLE BENEFITS	251 9370264	00120	896.68	896.68		
40627	NATIONWIDE RETIREMENT SOLUTION		00120	955.00	955.00		
180373	BALDWIN CNTY COMMISSION - DENT		00120	804.00	804.00		
184047	O'BRIEN, DANIEL		00120	337.84	337.84		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	3,497.00	3,497.00		
	Reappraisal Fund		00120	6,490.52	6,490.52		
717	FLEXIBLE BENEFITS	251 9370264	00140	214.60	214.60		
180373	BALDWIN CNTY COMMISSION - DENT		00140	244.00	244.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00140	1,048.00	1,048.00		
	Council on Aging Fund		00140	1,506.60	1,506.60		
717	FLEXIBLE BENEFITS	251 9370264	00143	543.79	543.79		
40627	NATIONWIDE RETIREMENT SOLUTION		00143	160.00	160.00		
180373	BALDWIN CNTY COMMISSION - DENT		00143	715.00	715.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00143	2,864.00	2,864.00		
	Section 18 Fund		00143	4,282.79	4,282.79		
717	FLEXIBLE BENEFITS	251 9370264	00144	20.84	20.84		
40627	NATIONWIDE RETIREMENT SOLUTION		00144	135.00	135.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	222.92	222.92		
180373	BALDWIN CNTY COMMISSION - DENT		00144	301.50	301.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00144	1,361.00	1,361.00		
	Parks Fund		00144	2,041.26	2,041.26		
717	FLEXIBLE BENEFITS	251 9370264	00146	83.34	83.34		
180373	BALDWIN CNTY COMMISSION - DENT		00146	68.00	68.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00146	332.00	332.00		
	Eastern Shore Metro Planning O		00146	483.34	483.34		
717	FLEXIBLE BENEFITS	251 9370264	00510	775.64	775.64		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	169.50	169.50		
180373	BALDWIN CNTY COMMISSION - DENT		00510	665.50	665.50		
184047	O'BRIEN, DANIEL		00510	252.00	252.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00510	3,132.00	3,132.00		
189015	DEPARTMENT OF CHILDREN AND FAM		00510	346.14	346.14		
	Solid Waste Fund		00510	5,340.78	5,340.78		
717	FLEXIBLE BENEFITS	251 9370264	00511	833.79	833.79		
40627	NATIONWIDE RETIREMENT SOLUTION		00511	305.00	305.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	696.00	696.00		
180373	BALDWIN CNTY COMMISSION - DENT		00511	1,248.50	1,248.50		
184047	O'BRIEN, DANIEL		00511	118.00	118.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00511	4,406.00	4,406.00		

Supplier			Aging					
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
	Solid Waste Collection Fund		00511	7,607.29	7,607.29			
	Grand Total(s)		00511	97,864.61	97,864.61			

..... Supplier .....			..... Aging .....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
192799	DUTCHER, TAMELA J.		00111	1,802.00	1,802.00		
	7 Cent Gasoline Tax Fund		00111	1,802.00	1,802.00		
	Grand Total(s)		00111	1,802.00	1,802.00		



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Document				Date	Co.	Name	Address	Amounts		LT	PC	PI	Subledger	Type	Tax
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Number Remark Account Number	Payment Amount Discount Taken	G/L Distribution						Amount
						Cash	00018481		19,989.20-	AA					
PN	9205441			10/15/2020	00103	RETIREMENT SYSTEMS OF AL	51059	183.59-					D		
T7	526708	00103	001	10/16/2020		10132015370681	RSA AP PR 10112020								
						Cash	00018481		183.59-	AA					
PN	9205441			10/15/2020	00104	RETIREMENT SYSTEMS OF AL	51059	174.56-					D		
T7	526709	00104	001	10/16/2020		10132015370682	RSA AP PR 10112020								
						Cash	00018481		174.56-	AA					
PN	9205441			10/15/2020	00104	RETIREMENT SYSTEMS OF AL	51059	453.12-					D		
T7	526710	00104	001	10/16/2020		10132015370683	RSA AP PR 10112020								
						Cash	00018481		453.12-	AA					
PN	9205441			10/15/2020	00105	RETIREMENT SYSTEMS OF AL	51059	3,016.37-					D		
T7	526711	00105	001	10/16/2020		10132015370684	RSA AP PR 10112020								
						Cash	00018481		3,016.37-	AA					
PN	9205441			10/15/2020	00105	RETIREMENT SYSTEMS OF AL	51059	1,288.79-					D		
T7	526712	00105	001	10/16/2020		10132015370685	RSA AP PR 10112020								
						Cash	00018481		1,288.79-	AA					
PN	9205441			10/15/2020	00106	RETIREMENT SYSTEMS OF AL	51059	381.57-					D		
T7	526713	00106	001	10/16/2020		10132015370686	RSA AP PR 10112020								
						Cash	00018481		381.57-	AA					
PN	9205441			10/15/2020	00106	RETIREMENT SYSTEMS OF AL	51059	629.34-					D		
T7	526714	00106	001	10/16/2020		10132015370687	RSA AP PR 10112020								
						Cash	00018481		629.34-	AA					
PN	9205441			10/15/2020	00109	RETIREMENT SYSTEMS OF AL	51059	401.59-					D		
T7	526715	00109	001	10/16/2020		10132015370688	RSA AP PR 10112020								



..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		401.59-	AA				
PN	9205441			10/15/2020	00109	RETIREMENT SYSTEMS OF AL	51059	1,787.92-					D	
T7	526716	00109	001	10/16/2020		10132015370689	RSA AP PR 10112020							
						Cash	00018481		1,787.92-	AA				
PN	9205441			10/15/2020	00111	RETIREMENT SYSTEMS OF AL	51059	20,278.53-					D	
T7	526718	00111	001	10/16/2020		10132015370690	RSA AP PR 10112020							
						Cash	00018481		20,278.53-	AA				
PN	9205441			10/15/2020	00111	RETIREMENT SYSTEMS OF AL	51059	15,572.07-					D	
T7	526719	00111	001	10/16/2020		10132015370691	RSA AP PR 10112020							
						Cash	00018481		15,572.07-	AA				
PN	9205441			10/15/2020	00120	RETIREMENT SYSTEMS OF AL	51059	8,429.53-					D	
T7	526720	00120	001	10/16/2020		10132015370692	RSA AP PR 10112020							
						Cash	00018481		8,429.53-	AA				
PN	9205441			10/15/2020	00120	RETIREMENT SYSTEMS OF AL	51059	4,046.66-					D	
T7	526721	00120	001	10/16/2020		10132015370693	RSA AP PR 10112020							
						Cash	00018481		4,046.66-	AA				
PN	9205441			10/15/2020	00140	RETIREMENT SYSTEMS OF AL	51059	1,617.21-					D	
T7	526722	00140	001	10/16/2020		10132015370694	RSA AP PR 10112020							
						Cash	00018481		1,617.21-	AA				
PN	9205441			10/15/2020	00140	RETIREMENT SYSTEMS OF AL	51059	253.55-					D	
T7	526723	00140	001	10/16/2020		10132015370695	RSA AP PR 10112020							
						Cash	00018481		253.55-	AA				
PN	9205441			10/15/2020	00143	RETIREMENT SYSTEMS OF AL	51059	3,118.02-					D	
T7	526724	00143	001	10/16/2020		10132015370696	RSA AP PR 10112020							

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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....		LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Payment	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L						
Voucher				Voucher		Account Description	Account Number	Discount Taken	Distribution						
						Cash	00018481		3,118.02-	AA					
PN	9205441			10/15/2020	00143	RETIREMENT SYSTEMS OF AL	51059	2,995.21-						D	
T7	526725	00143	001	10/16/2020		10132015370697	RSA AP PR 10112020								
						Cash	00018481		2,995.21-	AA					
PN	9205441			10/15/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,916.62-						D	
T7	526726	00144	001	10/16/2020		10132015370698	RSA AP PR 10112020								
						Cash	00018481		1,916.62-	AA					
PN	9205441			10/15/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,684.96-						D	
T7	526727	00144	001	10/16/2020		10132015370699	RSA AP PR 10112020								
						Cash	00018481		1,684.96-	AA					
PN	9205441			10/15/2020	00111	RETIREMENT SYSTEMS OF AL	51059	97.57						D	
PD	526872	00111	001	10/15/2020		10152020	BRAXTON HILL								
						Cash	00018481		97.57	AA					
PN	9205441			10/15/2020	00111	RETIREMENT SYSTEMS OF AL	51059	82.74						D	
PD	526872	00111	002	10/15/2020		10152020	BRAXTON HILL								
						Cash	00018481		82.74	AA					
PN	9205441			10/15/2020	00001	RETIREMENT SYSTEMS OF AL	51059	.12-						D	
PV	526873	00001	001	10/15/2020		10152020 2	ADJUSTMENT								
						Cash	00018481		.12-	AA					
Totals for Bank Account								159,188.29-	159,188.29-						
Totals for Batch								159,188.29-	159,188.29-						
User Total								159,188.29-	159,188.29-						

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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
Grand Total								159,188.29-	159,188.29-						

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Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account 00018481						Cash	Batch Number 2853320	Type	M	Date	10/15/2020	User ID	DGBRYARS	
PN	9205442			10/15/2020	00001	C/O RETIREMENT SYSTEMS OF AL	8889				1,200.00-		D	
T7	526558	00001	001	10/16/2020		10132015370616	RSA1 BW AP PR 10112020							
						Cash	00018481					1,200.00-	AA	
PN	9205442			10/15/2020	00105	C/O RETIREMENT SYSTEMS OF AL	8889				20.00-		D	
T7	526569	00105	001	10/16/2020		10132015370617	RSA1 BW AP PR 10112020							
						Cash	00018481					20.00-	AA	
PN	9205442			10/15/2020	00120	C/O RETIREMENT SYSTEMS OF AL	8889				90.00-		D	
T7	526580	00120	001	10/16/2020		10132015370618	RSA1 BW AP PR 10112020							
						Cash	00018481					90.00-	AA	
PN	9205442			10/15/2020	00140	C/O RETIREMENT SYSTEMS OF AL	8889				215.00-		D	
T7	526591	00140	001	10/16/2020		10132015370619	RSA1 BW AP PR 10112020							
						Cash	00018481					215.00-	AA	
PN	9205442			10/15/2020	00143	C/O RETIREMENT SYSTEMS OF AL	8889				25.00-		D	
T7	526603	00143	001	10/16/2020		10132015370620	RSA1 BW AP PR 10112020							
						Cash	00018481					25.00-	AA	
PN	9205442			10/15/2020	00146	C/O RETIREMENT SYSTEMS OF AL	8889				25.00-		D	
T7	526614	00146	001	10/16/2020		10132015370621	RSA1 BW AP PR 10112020							
						Cash	00018481					25.00-	AA	
PN	9205442			10/15/2020	00510	C/O RETIREMENT SYSTEMS OF AL	8889				10.00-		D	
T7	526625	00510	001	10/16/2020		10132015370622	RSA1 BW AP PR 10112020							
						Cash	00018481					10.00-	AA	
PN	9205442			10/15/2020	00511	C/O RETIREMENT SYSTEMS OF AL	8889				50.00-		D	
T7	526636	00511	001	10/16/2020		10132015370623	RSA1 BW AP PR 10112020							

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..... Document .....				Date	Co.	Name	Address Number	Amounts .....								
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution							
						Cash	00018481		50.00-	AA						
Totals for Bank Account								1,635.00-	1,635.00-							
Totals for Batch								1,635.00-	1,635.00-							
User Total								1,635.00-	1,635.00-							
Grand Total								1,635.00-	1,635.00-							

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Document				Date	Co.	Name	Address	Amounts							Tax
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type		Amount
						Cash	00018481		6,050.96-	AA					
PN	9205446			10/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	675.00-					D		
PV	526983	00790	001	10/16/2020		42257 998 100920	BCSO WEEKLY CLAIMS 10/5-10/9/2								
						Cash	00018481		675.00-	AA					
PN	9205446			10/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,129.80-					D		
PV	526983	00790	002	10/16/2020		42257 998 100920	BCSO WEEKLY CLAIMS 10/5-10/9/2								
						Cash	00018481		1,129.80-	AA					
PN	9205446			10/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	132.00-					D		
PV	526983	00790	003	10/16/2020		42257 998 100920	BCSO WEEKLY CLAIMS 10/5-10/9/2								
						Cash	00018481		132.00-	AA					
PN	9205446			10/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	232.42-					D		
PV	526983	00790	004	10/16/2020		42257 998 100920	BCSO WEEKLY CLAIMS 10/5-10/9/2								
						Cash	00018481		232.42-	AA					
PN	9205446			10/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	47,963.82-					D		
PV	526983	00790	005	10/16/2020		42257 998 100920	BCSO WEEKLY CLAIMS 10/5-10/9/2								
						Cash	00018481		47,963.82-	AA					
PN	9205446			10/16/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	14,126.05-					D		
PV	526983	00790	006	10/16/2020		42257 998 100920	BCSO WEEKLY CLAIMS 10/5-10/9/2								
						Cash	00018481		14,126.05-	AA					
Totals for Bank Account								187,995.90-	123,736.81-						
Totals for Batch								187,995.90-	123,736.81-						
User Total								187,995.90-	123,736.81-						



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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....							
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution						
Grand Total								187,995.90-	123,736.81-						

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..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....								Tax Amount
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount		G/L	LT	PC	PI	Subledger /Type		
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken		Distribution						
G/L Bank Account 00018481						Cash	Batch Number	2853379	Type	M	Date	10/19/2020	User ID	RBENSON		
PN	9205447			10/19/2020	00001	AL STATE DEPT OF INDUSTRIAL RE	54070	3,183.04-						D		
PV	527014	00001	001	10/19/2020		213311800; 9/30/20	ACCT# 0213311800									
						Cash	00018481						3,183.04-	AA		
Totals for Bank Account								3,183.04-				3,183.04-				
Totals for Batch								3,183.04-				3,183.04-				
User Total								3,183.04-				3,183.04-				
Grand Total								3,183.04-				3,183.04-				

..... Supplier .....			..... Aging .....				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
192850	LASSAN, ALICE R.		00111	9,950.00	9,950.00		
	7 Cent Gasoline Tax Fund		00111	9,950.00	9,950.00		
	Grand Total(s)		00111	9,950.00	9,950.00		

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
10441	A.C.C.A.W.C.S.I.F. **		00001	109,690.24			109,690.24
19021	FAIRHOPE, CITY OF (UTILITIES)		00001	14,188.00			14,188.00
27007	CENTURYLINK (GULFTEL) **		00001	2,600.60			2,600.60
54257	FRONTIER COMMUNICATIONS		00001	66.77			66.77
63589	AT&T (BELLSOUTH)**		00001	563.32			563.32
155408	HARBOR COMMUNICATIONS LLC	6621532	00001	872.43			872.43
	General Fund		00001	127,981.36			127,981.36
10441	A.C.C.A.W.C.S.I.F. **		00103	1,554.73			1,554.73
	County Transportation Fund		00103	1,554.73			1,554.73
10441	A.C.C.A.W.C.S.I.F. **		00104	171.58			171.58
19021	FAIRHOPE, CITY OF (UTILITIES)		00104	35.88			35.88
	Legislative Del Off Fund		00104	207.46			207.46
10441	A.C.C.A.W.C.S.I.F. **		00105	23,568.02			23,568.02
	Juvenile Detention Fac Fund		00105	23,568.02			23,568.02
10441	A.C.C.A.W.C.S.I.F. **		00106	662.40			662.40
	Baldwin Co Archives Fund		00106	662.40			662.40
10441	A.C.C.A.W.C.S.I.F. **		00109	10,151.00			10,151.00
14005	BALDWIN EMC	251 9890118	00109	1,774.00			1,774.00
27007	CENTURYLINK (GULFTEL) **		00109	42.62			42.62
	Animal Shelter		00109	11,967.62			11,967.62
10441	A.C.C.A.W.C.S.I.F. **		00111	272,426.42			272,426.42
14005	BALDWIN EMC	251 9890118	00111	456.00			456.00
27007	CENTURYLINK (GULFTEL) **		00111	85.39			85.39
51003	RIVIERA UTILITIES		00111	1,033.49			1,033.49
	7 Cent Gasoline Tax Fund		00111	274,001.30			274,001.30
10441	A.C.C.A.W.C.S.I.F. **		00120	27,589.08			27,589.08
	Reappraisal Fund		00120	27,589.08			27,589.08
10441	A.C.C.A.W.C.S.I.F. **		00140	2,156.10			2,156.10
14005	BALDWIN EMC	251 9890118	00140	230.00			230.00
27007	CENTURYLINK (GULFTEL) **		00140	44.80			44.80
	Council on Aging Fund		00140	2,430.90			2,430.90
10441	A.C.C.A.W.C.S.I.F. **		00143	51,680.90			51,680.90
19021	FAIRHOPE, CITY OF (UTILITIES)		00143	243.90			243.90
	Section 18 Fund		00143	51,924.80			51,924.80
10441	A.C.C.A.W.C.S.I.F. **		00144	18,292.99			18,292.99
14005	BALDWIN EMC	251 9890118	00144	138.00			138.00
	Parks Fund		00144	18,430.99			18,430.99
10441	A.C.C.A.W.C.S.I.F. **		00146	152.53			152.53
	Eastern Shore Metro Planning O		00146	152.53			152.53
10224	AL STATE DEPT OF ENVIRONMENTAL	251 4792593FAX	00510	785.00			785.00

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As Of 10/22/2020

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
10441	A.C.C.A.W.C.S.I.F. **		00510	94,250.40			94,250.40
14005	BALDWIN EMC	251 9890118	00510	3,802.00			3,802.00
27007	CENTURYLINK (GULFTEL) **		00510	219.58			219.58
	Solid Waste Fund		00510	99,056.98			99,056.98
10441	A.C.C.A.W.C.S.I.F. **		00511	131,434.65			131,434.65
186162	VALENTINE, JEFF (R)		00511	79.00			79.00
191659	WHITE, WAYNARD (R)		00511	144.00			144.00
192803	FERTIG, SABRINA (R)		00511	185.00			185.00
192804	SOUTO, MANUEL (R)		00511	630.15			630.15
	Solid Waste Collection Fund		00511	132,472.80			132,472.80
174019	AUSTILL, JERE III	251 6267972	00725	103.77	103.77		
187158	CANOPY INVESTMENT COMPANY LLC		00725	1,602.41	1,602.41		
188786	PUGH, TRAVIS		00725	8,625.19	8,625.19		
190499	LAMAR, MELVIN E		00725	222.04	222.04		
192226	SAMPSON, ANTHONY T AND PAMELA		00725	99.33	99.33		
192296	NUVIEW IRA FBO DOUGLAS GALE		00725	4,254.34	4,254.34		
	Land Redemption Fund		00725	14,907.08	14,907.08		
Grand Total(s)			00725	786,908.05	14,907.08		772,000.97

Document				Date	Co.	Name	Address	Amounts												
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount				G/L				LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken				Distribution								
G/L Bank Account			00018481			Cash	Batch Number	2853463		Type	M	Date	10/22/2020	User ID	189171					
PN	9205450			10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					496.00-	D							
PV	527462	00790	001	10/22/2020		42257 998 10162020	BCSO WEEKLY CLAIM 10/12-10/16													
						Cash	00018481					496.00-	AA							
PN	9205450			10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,458.40-	D							
PV	527462	00790	002	10/22/2020		42257 998 10162020	BCSO WEEKLY CLAIM 10/12-10/16													
						Cash	00018481					2,458.40-	AA							
PN	9205450			10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					354.53-	D							
PV	527462	00790	003	10/22/2020		42257 998 10162020	BCSO WEEKLY CLAIM 10/12-10/16													
						Cash	00018481					354.53-	AA							
PN	9205450			10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					.01	D							
PV	527462	00790	004	10/22/2020		42257 998 10162020	BCSO WEEKLY CLAIM 10/12-10/16													
						Cash	00018481					.01	AA							
PN	9205450			10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					46,999.40-	D							
PV	527462	00790	005	10/22/2020		42257 998 10162020	BCSO WEEKLY CLAIM 10/12-10/16													
						Cash	00018481					46,999.40-	AA							
PN	9205450			10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					5,464.45-	D							
PV	527462	00790	006	10/22/2020		42257 998 10162020	BCSO WEEKLY CLAIM 10/12-10/16													
						Cash	00018481					5,464.45-	AA							
PN	9205450			10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					184.20-	D							
PV	527462	00790	007	10/22/2020		42257 998 10162020	BCSO WEEKLY CLAIM 10/12-10/16													
						Cash	00018481					184.20-	AA							
PN	9205450			10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					5,213.40	D							
PV	527462	00790	008	10/22/2020		42257 998 10162020	BCSO WEEKLY CLAIM 10/12-10/16													

Document				Date	Co.	Name	Address	Amounts		LT	PC	PI	Subledger	Type	Tax
Ty	Payment	Voucher	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L					
					Voucher		Account Description	Account Number	Discount Taken	Distribution					Amount
							Cash	00018481		5,213.40	AA				
PN	9205450				10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	5.98-					D	
PV	527462	00790	009		10/22/2020		42257 998 10162020	BCSO WEEKLY CLAIM 10/12-10/16							
							Cash	00018481		5.98-	AA				
PN	9205451				10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,318.40-					D	
PV	527468	00790	001		10/22/2020		42257 999 10162020	BCC WEEKLY CLAIMS 10/12-10/16							
							Cash	00018481		1,318.40-	AA				
PN	9205451				10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,394.40-					D	
PV	527468	00790	002		10/22/2020		42257 999 10162020	BCC WEEKLY CLAIMS 10/12-10/16							
							Cash	00018481		1,394.40-	AA				
PN	9205451				10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	576.80-					D	
PV	527468	00790	003		10/22/2020		42257 999 10162020	BCC WEEKLY CLAIMS 10/12-10/16							
							Cash	00018481		576.80-	AA				
PN	9205451				10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	394.75-					D	
PV	527468	00790	004		10/22/2020		42257 999 10162020	BCC WEEKLY CLAIMS 10/12-10/16							
							Cash	00018481		394.75-	AA				
PN	9205451				10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	4,311.68					D	
PV	527468	00790	005		10/22/2020		42257 999 10162020	BCC WEEKLY CLAIMS 10/12-10/16							
							Cash	00018481		4,311.68	AA				
PN	9205451				10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	82,211.23-					D	
PV	527468	00790	006		10/22/2020		42257 999 10162020	BCC WEEKLY CLAIMS 10/12-10/16							
							Cash	00018481		82,211.23-	AA				
PN	9205451				10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	2,159.76-					D	
PV	527468	00790	007		10/22/2020		42257 999 10162020	BCC WEEKLY CLAIMS 10/12-10/16							



..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		2,159.76-	AA				
PN	9205451			10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,649.95-				D		
PV	527468	00790	008	10/22/2020		42257 999 10162020	BCC WEEKLY CLAIMS 10/12-10/16							
						Cash	00018481		1,649.95-	AA				
PN	9205451			10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	429.80-				D		
PV	527468	00790	009	10/22/2020		42257 999 10162020	BCC WEEKLY CLAIMS 10/12-10/16							
						Cash	00018481		429.80-	AA				
PN	9205451			10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,160.94				D		
PV	527468	00790	010	10/22/2020		42257 999 10162020	BCC WEEKLY CLAIMS 10/12-10/16							
						Cash	00018481		3,160.94	AA				
PN	9205451			10/22/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	.02				D		
PV	527468	00790	011	10/22/2020		42257 999 10162020	BCC WEEKLY CLAIMS 10/12-10/16							
						Cash	00018481		.02	AA				
Totals for Bank Account								133,412.00-	50,749.55-					
Totals for Batch								133,412.00-	50,749.55-					
User Total								133,412.00-	50,749.55-					
Grand Total								133,412.00-	50,749.55-					

Document				Date	Co.	Name	Address	Amounts											
Ty	Payment	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount		G/L		LT	PC	PI	Subledger	/Type	Tax Amount		
				Voucher		Account Description	Account Number	Discount Taken		Distribution									
G/L Bank Account				00018481		Cash	Batch Number	2853502		Type	M	Date	10/23/2020		User ID	RBENSON			
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975					225.00			D				
PV	527846	00001	001	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020												
						Cash	00018481					225.00		AA					
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975					225.00			D				
PV	527846	00001	002	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020												
						Cash	00018481					225.00		AA					
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975					225.00			D				
PV	527846	00001	003	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020												
						Cash	00018481					225.00		AA					
PN	9205452			10/23/2020	00143	HANCOCK BANK	185975					216.39-			D				
PV	527846	00001	004	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020												
						Cash	00018481					216.39-		AA					
PN	9205452			10/23/2020	00143	HANCOCK BANK	185975					216.39-			D				
PV	527846	00001	005	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020												
						Cash	00018481					216.39-		AA					
PN	9205452			10/23/2020	00143	HANCOCK BANK	185975					428.03-			D				
PV	527846	00001	006	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020												
						Cash	00018481					428.03-		AA					
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975					270.00-			D				
PV	527846	00001	007	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020												
						Cash	00018481					270.00-		AA					
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975					211.54-			D				
PV	527846	00001	008	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020												

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		211.54-	AA				
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975	1,710.27-				D		
PV	527846	00001	009	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		1,710.27-	AA				
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975	1,605.00-				D		
PV	527846	00001	010	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		1,605.00-	AA				
PN	9205452			10/23/2020	00511	HANCOCK BANK	185975	34.99-				D		
PV	527846	00001	011	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		34.99-	AA				
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975	195.00-				D		
PV	527846	00001	012	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		195.00-	AA				
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975	96.89-				D		
PV	527846	00001	013	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		96.89-	AA				
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975	738.03-				D		
PV	527846	00001	014	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		738.03-	AA				
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975	25.58-				D		
PV	527846	00001	015	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		25.58-	AA				
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975	545.12-				D		
PV	527846	00001	016	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							

..... Document .....				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts .....		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		545.12-	AA				
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975	1,576.29-				D		
PV	527846	00001	017	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		1,576.29-	AA				
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975	322.49-				D		
PV	527846	00001	018	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		322.49-	AA				
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975	70.17-				D		
PV	527846	00001	019	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		70.17-	AA				
PN	9205452			10/23/2020	00001	HANCOCK BANK	185975	1,381.45-				D		
PV	527846	00001	020	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		1,381.45-	AA				
PN	9205452			10/23/2020	00779	HANCOCK BANK	185975	382.80-				D		
PV	527846	00001	021	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		382.80-	AA				
PN	9205452			10/23/2020	00779	HANCOCK BANK	185975	382.80-				D		
PV	527846	00001	022	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		382.80-	AA				
PN	9205452			10/23/2020	00779	HANCOCK BANK	185975	382.80-				D		
PV	527846	00001	023	10/23/2020		SEPT '20	CREDIT CARD SVCS; SEPT 2020							
						Cash	00018481		382.80-	AA				
Totals for Bank Account								10,117.03-	10,117.03-					

..... Document .....				Date	Co.	Name	Address Number	..... Amounts .....						
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution					
Totals for Batch								10,117.03-	10,117.03-					
User Total								10,117.03-	10,117.03-					
Grand Total								10,117.03-	10,117.03-					



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0148, **Version:** 1

**Item #:** HA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** Addendum

**From:** Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Request to Temporarily Waive Annual Leave Rollover Maximum Rates

### **STAFF RECOMMENDATION**

For discussion only.

Approve a temporary waiver of the following Baldwin County Employee Handbook Policy, Section IV.A. regarding the maximum amount of annual leave an employee can rollover, applicable to the 2020 calendar only. The waiver will allow employees to carry over annual leave hours from calendar year 2020, to calendar year 2021. Any carryover hours from calendar year 2020 must be used in the calendar year 2021

*"Employees may take annual leave in the year it was earned, or may carry it over for use in later years. However, there is a limit to the amount of annual leave that may accrue."*

<i>Years of Service</i>	<i>Maximum Accrued Hours</i>	<i>(2 x annual rate)</i>
0 - 5	192 hours	(24 days)
6 - 10	240 hours	(30 days)
11 - 15	336 hours	(42 days)
Over 15	384 hours	(48 days)

*If an employee earns annual leave in excess of the maximum amount listed on the table, the excess amount will be forfeited if not taken by the last full pay period in the calendar year. The amount of leave at the end of the pay period shall be no more than two (2) years of total accrued time. Employees must consider the time accrued for the last full pay period of the calendar to be included in leave that must be taken."*

### **BACKGROUND INFORMATION**

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

**Background:** Due to Hurricane Sally recovery and previous COVID-19 restrictions during 2020, staff requests that the maximum amount of annual leave that is allowed to rollover per year, be temporarily waived for the 2020 calendar year.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

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

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

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0149, **Version:** 1

**Item #:** HA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** Addendum

**From:** Matthew Brown, Director of Transportation

Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Request for Leave of Absence - BRATS Department

### **STAFF RECOMMENDATION**

At the request of the JDC Director, approve a Leave of Absence for employee #184582 beginning November 3, 2020, for up to a 3-month period as outlined in the Baldwin County Employee Handbook, Section IV.I. "If an employee exhausts all of his or her annual, sick and FMLA leave and still needs additional time off for personal or health reasons, he or she may apply for an unpaid leave of absence for a period of up to three (3) months. The request for leave must be given to the employee's supervisor and Appointed Department Head at least thirty (30) days prior to the start of the requested leave date unless the leave is an emergency. Any request for leave of absences must be approved or denied by the County Commission."

### **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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0147, **Version:** 1

**Item #:** HA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 11/3/2020

**Item Status:** Addendum

**From:** Vince Jackson, Development Review Planner

**Submitted by:** Vince Jackson, Development Review Planner

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### ITEM TITLE

Special Temporary Permit, Lot 15, The Beach Club PRD

### STAFF RECOMMENDATION

Approve a Special Temporary Permit for construction worker housing at Lot 15 of The Beach Club. Said permit shall be good for six (6) months and shall expire on May 3, 2021.

### BACKGROUND INFORMATION

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

**Background:** The *Baldwin County Zoning Ordinance* includes language pertaining to emergency uses which is found at Article 12 Section 12.2.4. The language is quoted as follows:

The County Commission shall have the right and the power to grant special temporary permits, for periods not to exceed six (6) months, for the location and use on any lot, in any zoning district, of a temporary building or use, subject to such terms, conditions or special limitations as the Commission may prescribe or impose. The Commission may renew or extend any such special temporary permit in six (6) month increments. It is the intent of this section to provide for flexibility of land use in community rebuilding, recovery and reorganization during periods immediately following disasters, including, but not limited to, floods, hurricanes, fires, or other disasters or such other emergency purposes as may be determined by the Commission.

Fort Morgan Paradise Venture, the owners of Lot 15 of The Beach Club PRD, have requested an emergency use permit which, if approved would allow for construction worker housing. The property in question is located in Planning (Zoning) District 25. According to the information provided, The Beach Club sustained significant damage during Hurricane Sally, and recovery and reconstruction efforts have been ongoing for the past five weeks. These efforts are projected to continue for at least six (6) months. The lack of temporary housing nearby has created significant logistical issues. A letter which details the reasons for the request, has been submitted on behalf of the owners and is attached to this agenda item.

The plans (see attached) call for the placement of approximately 32 housing trailers on 2.75 acres of the site. Water, sewer and power connections will be constructed. Initial approval would be for a period of 6 months. If additional time is needed, the Commission may renew or extend the special temporary permit. The membership of the Fort Morgan Zoning Advisory Committee has indicated their support for this request.

Approval of the special temporary permit will require the submission of Land Use Certificate application to the Planning and Zoning Department. No fee will be charged.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

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

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Send Notice of Action to the following:

Jay Dickson, AICP  
Assistant Vice President  
Volkert, Inc.  
1680 West 2<sup>nd</sup> Street, Suite B  
Gulf Shores, Alabama 36542

**Additional instructions/notes:** Planning and Zoning Department - Process and issue the required Land Use Certificate.

October 20, 2020

Mr. Vince Jackson  
Baldwin County Planning and Zoning  
22251 Palmer Palmer Street  
Robertsdale, AL 36567

**Re: The Beach Club, Lot 15 Emergency Use Request**

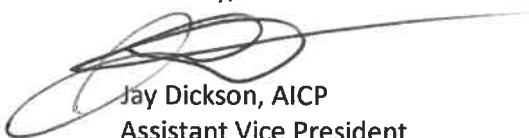
Mr Jackson,

On behalf of the owners of Lot 15 of The Beach Club, Fort Morgan Paradise Joint Venture, I am writing you this letter to request approval for emergency use of Lot 15 for temporary construction worker housing during the recovery efforts following Hurricane Sally. As you know, The Beach Club sustained significant damage during Hurricane Sally and recovery and reconstruction efforts have been ongoing for the past five weeks. The recovery and reconstruction efforts at The Beach Club are projected to be ongoing for at least the next 6 months. The lack of temporary housing in close proximity to The Beach Club for construction and recovery workers is creating significant logistical issues that are hampering a speedy recovery.

To resolve this issue, Fort Morgan Paradise Joint Venture is proposing to utilize Lot 15 for temporary construction worker housing under the guidelines set forth in section 12.2.4 *Emergency Uses* of the Baldwin County Zoning Ordinance. For reference, Lot 15 of The Beach Club is the 3.75 acre parcel immediately east of the Village Center within The Beach Club PRD. As you can see on the attached site plan, we are requesting to grade and place gravel over approximately 2.75 acres of the site and place approximately 32 housing trailers on the site to be utilized by The Beach Club construction workers. Water, sewer, and power connections will also be constructed to serve the temporary housing trailers.

We appreciate your assistance with quickly processing this request as it is an extremely time sensitive matter. If there is anything else you need to process this request please contact me at 251-472-7186.

Sincerely,



Jay Dickson, AICP  
Assistant Vice President

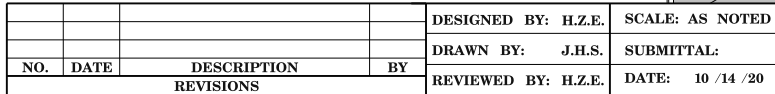
Cc: Drew Niederriter





User is: jordan.stringfellow  
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*FORT MORGAN ROAD*



**LOT 15, BEACH CLUB  
FOR  
SPECTRUM CAPITAL**

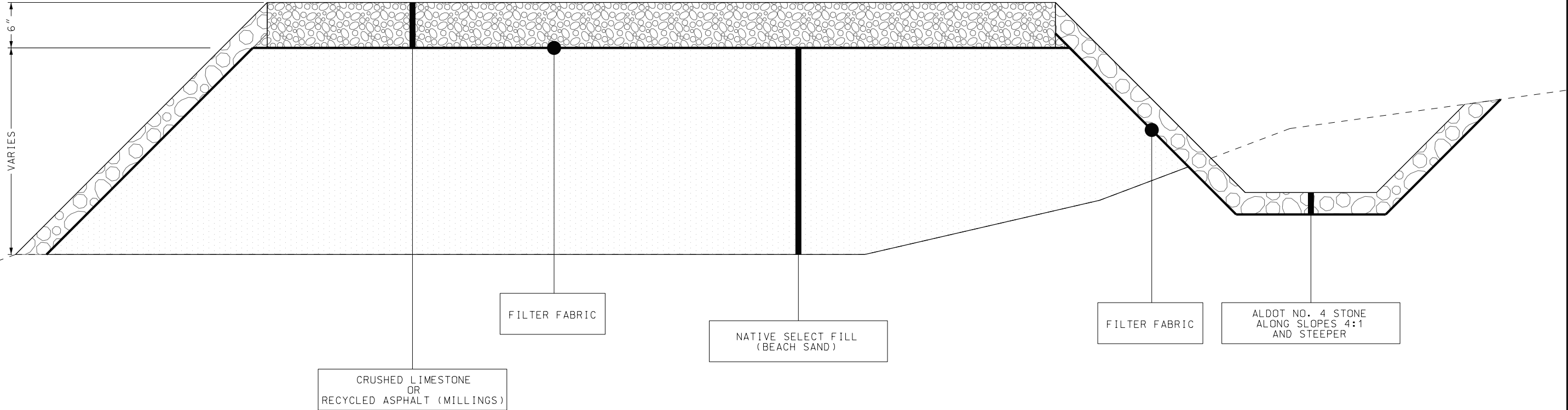
SITE DEVELOPMENT FOR LOT 15, BEACH CLUB	PROJECT NO.	TBD
	SHEET NO.	1

DATE SEALED:
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PROJECT NO.	SHEET NO.
TBD	2



**TYPICAL SECTION**  
N.T.S.

NO.	DATE	DESCRIPTION	BY
REVISIONS			

DESIGNED BY: H.Z.E.	SCALE: AS NOTED
DRAWN BY: J.H.S.	SUBMITTAL:
REVIEWED BY: H.Z.E.	DATE: 10 /14 /20



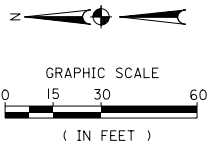
LOT 15, BEACH CLUB  
FOR  
SPECTRUM CAPITAL

**TYPICAL SECTION**

SITE DEVELOPMENT FOR LOT 15, BEACH CLUB	PROJECT NO. TBD SHEET NO. 2
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DATE SEALED:	

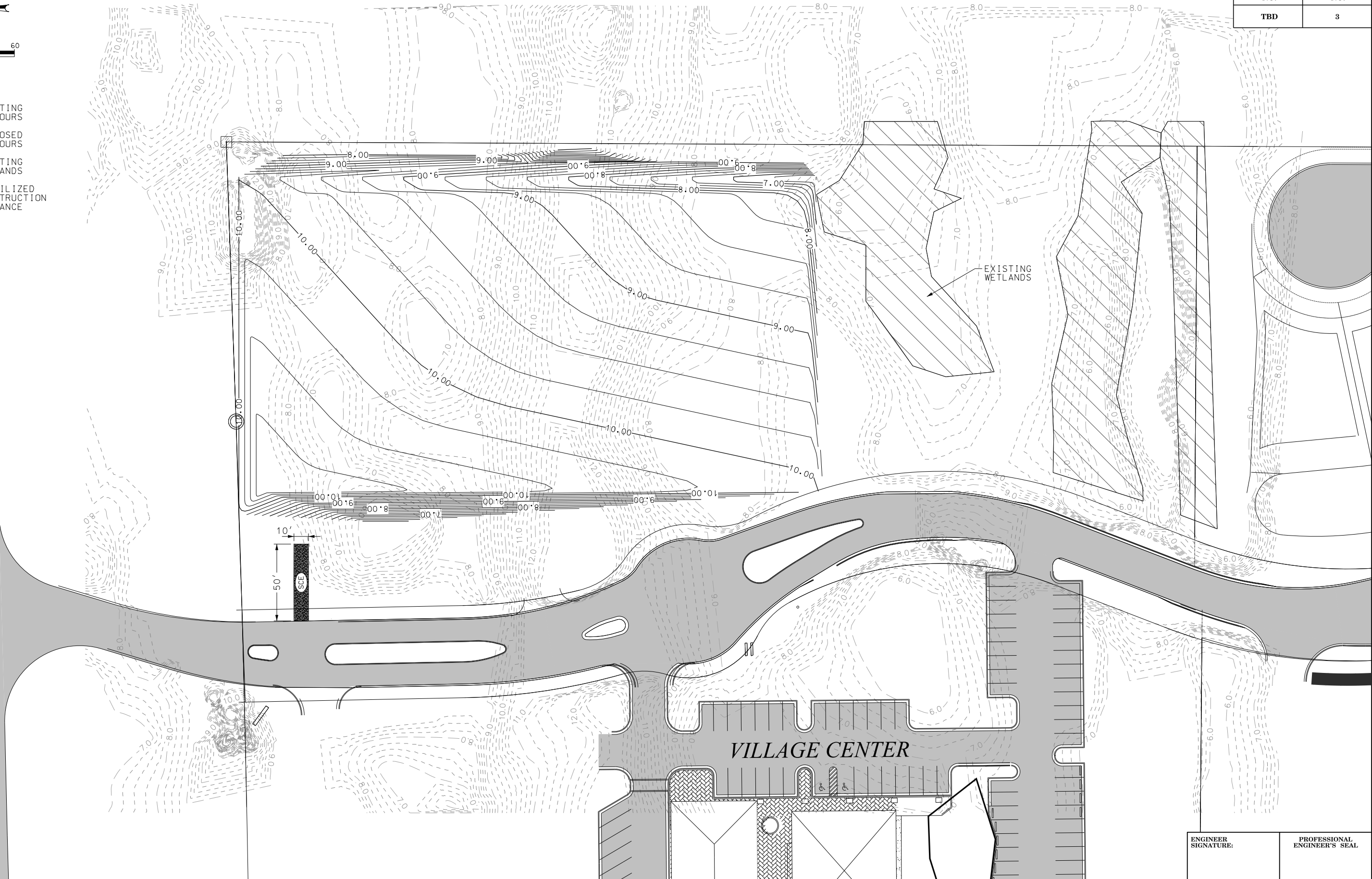
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LEGEND:

- EXISTING CONTOURS
- PROPOSED CONTOURS
- EXISTING WETLANDS
- STABILIZED CONSTRUCTION ENTRANCE

FORT MORGAN ROAD



			DESIGNED BY: H.Z.E.	SCALE: AS NOTED
			DRAWN BY: J.H.S.	SUBMITTAL:
NO.	DATE	DESCRIPTION	BY	REVIEWED BY: H.Z.E.
		REVISIONS		DATE: 10 /14 /20



LOT 15, BEACH CLUB  
FOR  
SPECTRUM CAPITAL

GRADING PLAN

SITE DEVELOPMENT FOR LOT 15, BEACH CLUB	PROJECT NO. TBD SHEET NO. 3
--------------------------------------------	--------------------------------

ENGINEER  
SIGNATURE:

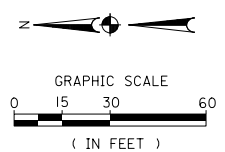
PROFESSIONAL  
ENGINEER'S SEAL

DATE SEALED:

PROJECT NO.	SHEET NO.
TBD	3



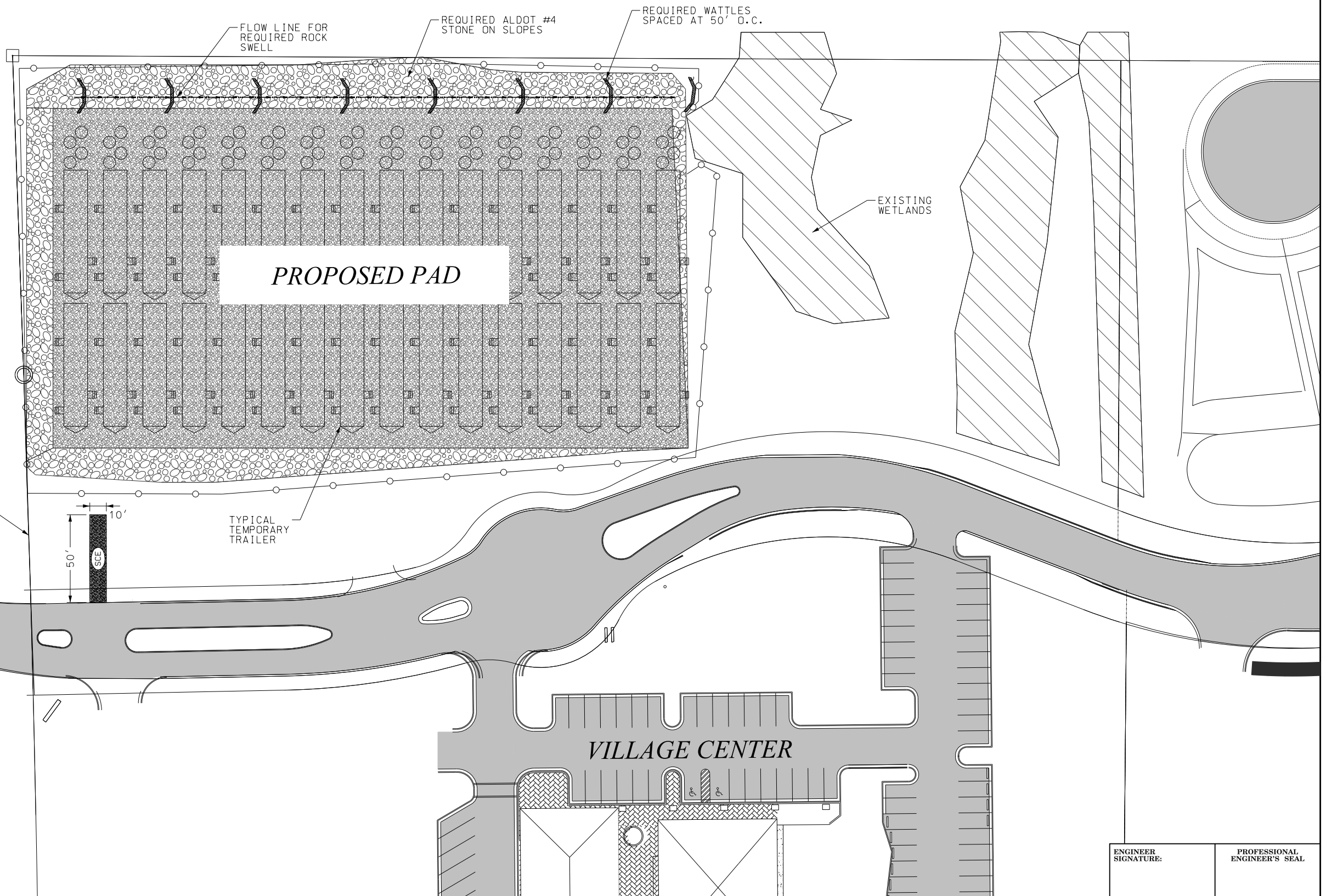
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09/21/2016 10:25:00 PLT01 09/21/2016 10:25:00



LEGEND:

- EXISTING WETLANDS
- SILT FENCE
- WATTLE
- STABILIZED CONSTRUCTION ENTRANCE

FORT MORGAN ROAD



			DESIGNED BY: H.Z.E.	SCALE: AS NOTED
			DRAWN BY: J.H.S.	SUBMITTAL:
NO.	DATE	DESCRIPTION	BY	REVIEWED BY: H.Z.E.
		REVISIONS		DATE: 10 /14 /20



LOT 15, BEACH CLUB  
FOR  
SPECTRUM CAPITAL

EROSION CONTROL PLAN	
SITE DEVELOPMENT FOR LOT 15, BEACH CLUB	PROJECT NO. TBD SHEET NO. 4

ENGINEER SIGNATURE:	PROFESSIONAL ENGINEER'S SEAL
DATE SEALED:	

PROJECT NO.	SHEET NO.
TBD	4