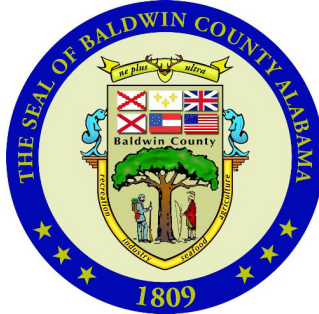


Baldwin County Commission



Work Session Meeting Agenda Monday, November 16, 2020 8:30 AM

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

Regular Meeting Agenda Tuesday, November 17, 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

November 3, 2020, Regular Meeting

B ACTION ITEMS

BA ADMINISTRATION

- | | | |
|------------|---|--------------------------------|
| BA1 | Absentee Election Duties Related to the Baldwin County Planning (Zoning) District 19 Zoning Election on December 29, 2020 | <u>21-0173</u> |
| BA2 | Advertising Agreement with Alabama Media Group for Display Ads in Press-Register for 2021 | <u>21-0192</u> |
| BA3 | Port City Pacers' Holiday Half Marathon 2020 | <u>21-0132</u> |
| BA4 | Proclamation / Declaration of a Termination and Lifting of a State of Local Emergency - Hurricane Zeta | <u>21-0151</u> |
| BA5 | Request from North Baldwin Chamber of Commerce - Christmas Fest Event 2020 | <u>21-0163</u> |
| BA6 | Renewal of Memorandum of Agreement - Alabama Department of Public Health and Baldwin County Commission - Use of County Office Space/Facilities - Enforcement of Public Health Laws - Enforcement of Animal/Mosquito Control | <u>21-0176</u> |

BE BUDGET/PURCHASING

- BE1** Competitive Bid #WG18-43A - Provision for Rental of Solar Powered Portable Message Signs for the Baldwin County Commission [21-0119](#)
- BE2** Competitive Bid #WG20-45A - Provision of Police Vehicle Equipment (Brake Rotors/Pads) for the Baldwin County Commission [21-0138](#)
- BE3** Competitive Bid #WG20-50A - Purchase of Three (3) New Steel Storage Containers for the Baldwin County Commission [21-0140](#)
- BE4** Competitive Bid #WG20-51A - Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission [21-0137](#)
- BE5** Competitive Bid #WG21-01 - Purchase and Installation of One (1) New 24kw Generator and One (1) New 100 AMP Automatic Transfer Switch for the Baldwin County Commission [21-0136](#)
- BE6** Competitive Bid #WG21-06 - Provision of Fence Installation and Repair on County Right-of-Ways for the Baldwin County Commission [21-0144](#)
- BE7** Competitive Bid #WG21-07 - Provision of Pavement Markers and Bituminous Adhesive for the Baldwin County Commission [21-0166](#)
- BE8** Competitive Bid #WG21-08 - Provision of Charter Transportation Services for the Baldwin County Commission [21-0167](#)
- BE9** Amendment No. 3 to the 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 [21-0150](#)
- BE10** Amendment No. 4 to the 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 [21-0170](#)
- BE11** Request for Proposals (RFP) for the Purchase and Implementation of a Juvenile Justice Information System Software Solution for the Baldwin County Juvenile Detention Center [21-0141](#)
- BE12** Fiscal Year 2021 Budget Amendment #2 - Resolution #2021-019 [21-0165](#)

BJ ELECTED OFFICIALS

-
- | | | |
|------------|--|--------------------------------|
| BJ1 | Amended Memorandum of Understanding - School Resource Officer (SRO) Programs at Baldwin County Public Schools - City of Fairhope and City of Daphne | <u>21-0162</u> |
| BJ2 | *Submission of the Baldwin County Sheriff's Office Equitable Sharing Agreement and Certification Report for the Department of Justice and the Department of Treasury for Fiscal Year Ending September 30, 2020 | <u>21-0161</u> |
| BL | ENVIRONMENTAL MANAGEMENT | |
| BL1 | Magnolia Landfill Financial Assurance | <u>21-0172</u> |
| BN | HIGHWAY | |
| BN1 | Execution of IRS Form 8283 for a Donated Permanent Drainage Easement and Right-of-Way on Project No. 0216717 - Fernwood Drive West Drainage Project (Tract 4) | <u>21-0168</u> |
| BN2 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 18) | <u>21-0169</u> |
| BN3 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 19) | <u>21-0180</u> |
| BN4 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 21) | <u>21-0181</u> |
| BN5 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 24) | <u>21-0182</u> |
| BN6 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 26) | <u>21-0183</u> |
| BN7 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 26A) | <u>21-0185</u> |
| BN8 | Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 28) | <u>21-0186</u> |
| BQ | PERSONNEL | |
| BQ1 | Building Inspection Department - Position Change | <u>21-0156</u> |
| BQ2 | Commission Administration - Promotion of Employee into Assistant Administrative Services Manager Position | <u>21-0157</u> |
| BQ3 | Custodial Department - Employment of Two (2) Custodian Positions | <u>21-0154</u> |
-

-
- | | | |
|-------------|---|--------------------------------|
| BQ4 | Highway Department (Bay Minette) - Promotion of Employee into Mechanic II Position | <u>21-0190</u> |
| BQ5 | Juvenile Detention Center - Employment of One (1) Part-Time Detention Technician Position | <u>21-0153</u> |
| BQ6 | Parks Department (Live Oak Landing and Campground) - Creation of Positions | <u>21-0178</u> |
| BQ7 | Personnel Department - Transfer of Employee into Personnel Specialist Position | <u>21-0158</u> |
| BQ8 | Planning and Zoning Department - Creation of Position | <u>21-0179</u> |
| BQ9 | Revenue Commission (Re-Appraisal) - Promotion of Employee into Real Property Appraiser I Position | <u>21-0155</u> |
| BQ10 | Solid Waste Department (Collections) - Employment of Two (2) Solid Waste Driver I Positions | <u>21-0171</u> |

BR PLANNING AND ZONING

- | | | |
|------------|---|--------------------------------|
| BR1 | Considerations Related to a Zoning Election for Planning (Zoning) District 19 | <u>21-0193</u> |
|------------|---|--------------------------------|

C PRESENTATIONS

CA GENERAL

- | | | |
|------------|--|--------------------------------|
| CA1 | Resolution #2021-017 in Respect of the Life and Legacy of Former Baldwin County Commissioner Frank Burt, Jr. | <u>21-0160</u> |
| CA2 | Funding Award to AltaPointe Health - Pilot Program for Crisis Center Serving Individuals with Mental Illness and Substance Abuse Disorders | <u>21-0191</u> |
| CA3 | Proclamation - 2020 Day of Thanks | <u>21-0142</u> |

D PUBLIC HEARINGS

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

- | | | |
|------------|--|--------------------------------|
| EA1 | Payment of Bills | <u>21-0174</u> |
| EA2 | Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 | <u>21-0175</u> |

F DISCUSSION ITEMS

FA ADMINISTRATION

- FA1** Revision of Baldwin County Commission Policy #2.23 - Reservation of Live Oak Landing and Bicentennial Park Facilities [21-0126](#)

G COMMISSIONER REQUESTS

H ADDENDA

- HA1** Presentation - Baldwin County Dream Center [21-0194](#)

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

File #: 21-0173, **Version:** 1

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Miranda McKinnon, Administrative Support Specialist, IV

ITEM TITLE

Absentee Election Duties Related to the Baldwin County Planning (Zoning) District 19 Zoning Election on December 29, 2020

STAFF RECOMMENDATION

Related to the Baldwin County Planning (Zoning) District 19 Zoning Election on December 29, 2020, take the following action:

1) Pursuant to Section 17-11-2 of the Code of Alabama (1975), recognize the performance at and designate the place/office where the Absentee Election Manager shall perform such public duties for the applicable absentee election time period recognized by state law for the December 29, 2020, Baldwin County Planning (Zoning) District 19 Zoning Election, as follows:

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

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

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

BACKGROUND INFORMATION

Previous Commission action/date: Dates of previous BCC actions taken related to this election are listed below.

Background:

Alabama Code Section 17-11-14 - Compensation of absentee election manager.

The county commission shall determine the amount of compensation to be paid to the absentee election manager for the performance of his or her duties with respect to absentee ballots for which his or her services are required during the 55-day period prior to the election, the day of the election, and the seven-day period following the election, with the total number of days worked not exceeding 46 days. Such compensation shall be at least fifty dollars (\$50) per day or the same pay as an inspector as authorized under Section 17-8-12.

07/07/2020 BCC Regular Meeting - Accept the notice of intent to form a Planning (Zoning) District and request a referendum for Planning and Zoning purposes for the proposed Planning District to be known as Planning (Zoning) District 19.

08/04/2020 BCC Regular Meeting - Approve the boundaries for the proposed Planning District to be known as Planning (Zoning) District 19.

10/06/2020 BCC Regular Meeting - Instruct the Judge of Probate to provide a Zoning Election for Planning (Zoning) District 19, to be held no later than December 29, 2020.

FINANCIAL IMPACT

Total cost of recommendation: \$6,900.00 +/- \$150 per day worked not to exceed 46 days (Absentee Election Manager Compensation)

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

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

LEGAL IMPACT

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

Administration - correspondence (via email only) to:

Absentee Election Manager Jody L. Wise

cc:

Probate Judge Harry D'Olive, Jr.
Violetta Smith, Elections Coordinator
Sheriff Huey Hoss Mack
Vince Jackson, Planning Department
Cian Harrison, Clerk Treasurer
Donna Bryars, Senior Accountant

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION

POLICY #2.10		
Subject	Polling Place Hours / Poll Worker Compensation	
Date Adopted	February 4, 2020	
Agenda Item	GA3	
Obsolete Versions	December 15, 1992	Minutes Book 12, pg. 358
	June 10, 1998	Minutes Book 20, pg. 313
	February 19, 2008	Minutes Page 26
	September 21, 2010	Minutes Page 13
	February 7, 2012	Agenda Item EA5

POLICY STATEMENT

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

A. THE HOURS OF OPERATION OF POLLING PLACES

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

B. COMPENSATION OF POLL WORKERS – GENERAL INFORMATION

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

Compensation - Poll workers.

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

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

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

Precinct Inspector: One Hundred and Twenty-five Dollars (\$125) per day*

Precinct Clerk I (Assistant to Inspector): One Hundred and Ten Dollars (\$110) per day* (**)

Precinct Clerk II (Other): One Hundred Dollars (\$100) per day*

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

(**) This policy authorizes no more than twenty (20) total Precinct Clerk I (Assistant to Inspector) designations countywide for each election. A Precinct Clerk I (Assistant to Inspector) shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Clerk I (Assistant to Inspector) only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

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

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

Precinct Inspectors: One Hundred and Fifty Dollars (\$150) per day

Precinct Clerk I (Assistant to Inspector): One Hundred and Ten Dollars (\$135) per day (**)

Precinct Clerk II (Other): One Hundred and Twenty-five Dollars (\$125) per day

(**) This policy authorizes no more than twenty (20) total Precinct Clerk I (Assistant to Inspector) designations countywide for each election. A Precinct Clerk I (Assistant to Inspector) shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Clerk I (Assistant to Inspector) only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

C. COUNTY EMPLOYEES

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

FORMS/ATTACHMENTS/EXHIBITS

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

RELATED POLICIES

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

Act No. 92-670

H. 92 – Reps. Penry, McMillan

AN ACT

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

Be It Enacted by the Legislature of Alabama:

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

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

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

Approved October 6, 1992

Time: 4:36 P.M.

ACT No. 2007- 265

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



Page 0

1
2 ENROLLED, An Act,
3 Relating to Baldwin County; amending Act No. 92-670,
4 1992 Second Special Session (Acts 1992, p. 50), providing for
5 the compensation of poll workers, to further provide for the
6 compensation.
7 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:
8 Section 1. Section 1 of Act No. 92-670, 1992 Second
9 Special Session (Acts 1992, p. 50), is amended to read as
10 follows:
11 "Section 1. In Baldwin County, each poll worker
12 shall receive compensation payable out of the general fund of
13 the county as set by the county commission from time to time.
14 The compensation shall be in lieu of any and all prior or
15 subsequent compensation provided by local law."
16 Section 2. This act shall become effective
17 immediately following its passage and approval by the
18 Governor, or its otherwise becoming law.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

Jeff. H. Smith

Speaker of the House of Representatives

Jim Zohmf

President and Presiding Officer of the Senate

House of Representatives

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

Greg Pappas
Clerk

Senate

29-MAY-07

Passed

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

Alabama Secretary Of State

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

Page 2

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

HISTORY**Derivation of Section:**

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

Amendment notes:

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

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

Disposition of Former Section:

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

LIBRARY REFERENCES**American Digest System:**

Elections § 251.

Corpus Juris Secundum:

C.J.S. Elections § 229.

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

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

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

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

COMMENT

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

HISTORY

Derivation of Section:

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

Amendment notes:

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

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

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

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

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

Code Commissioner's Notes

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

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

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

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

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

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

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

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

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

Disposition of Former Section:

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

LIBRARY REFERENCES

American Digest System:

Elections ¶53.

Corpus Juris Secundum:

C.J.S. Elections § 63.

CASENOTES

Priority of claims 1

1. Priority of claims

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

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

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

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

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

COMMENT

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

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

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

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

D. OTHER LEAVE WITH PAY

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

1. Jury Duty

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

2. Voting

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

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

3. Court Attendance

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



Baldwin County Commission

Agenda Action Form

File #: 21-0192, **Version:** 1

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Advertising Agreement with Alabama Media Group for Display Ads in Press-Register for 2021

STAFF RECOMMENDATION

Approve the Advertising Agreement between the Baldwin County Commission and Alabama Media Group for County display ads in Press-Register for 2021 (January 1, 2021 - December 31, 2021).

This contract will allow for a 10 percent discount for all Baldwin County Departments on all display ads placed in the Press-Register.

BACKGROUND INFORMATION

Previous Commission action/date: December 17, 2019

Background: Based on last year's spending, the County will receive the same Level 3 discount, which is a 10 percent discount on all display ads regardless of the size. This contract will cover all Baldwin County Departments' display ads in the Press-Register for 2021.

FINANCIAL IMPACT

Total cost of recommendation: Various departments budgets - based on display ads placed.

Budget line item(s) to be used: Various departments, account 5253 (Advertising)

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: Same contract as last year as previously approved by the County Attorney.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration - Send fully executed contract to:

Cristy Boyington
Legal Advertising Representative
Alabama Media Group

Via Email Only:
AMG Legals Mobile
lmobile@al.com

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

Additional instructions/notes: N/A



Advertising Agreement

Advertiser Name Baldwin County Commission Account # 2032950
 Address 312 Courthouse Square, Bay Minette, AL 36507
 Billing Address Same
 Contact Name Victoria Key Phone 251-580-2564 Email Victoria.Key@baldwincountyal.gov
 Contract Initiation Date 10-5-2020 ☐ Replacement Contract

CONTRACT LEVEL							
<input type="checkbox"/> Level 1	<input type="checkbox"/> Level 2	<input checked="" type="checkbox"/> Level 3	<input type="checkbox"/> Level 4	<input type="checkbox"/> Level 5	<input type="checkbox"/> Level 6	<input type="checkbox"/> Level 7	<input type="checkbox"/> Level 8

Agreement is hereby made between ALABAMA MEDIA GROUP, hereinafter "Publisher," and the undersigned, hereinafter "Advertiser" and "Agency" (if applicable). This agreement shall be effective on 01-01-2021 ("effective date").

[Advertiser and Agency agree to use and pay for advertising space in Publisher's print publication(s) Press-Register (collectively, "Newspaper") and/or on its website currently located at www.AL.com ("Website") and/or on its mobile applications and/or digital newspapers (collectively, "Apps") at a frequency of 12 Months, and/or a minimum revenue commitment of n/a, or as follows: n/a during the period of one year from the effective date of this agreement.

ADDITIONAL INFORMATION:

The Baldwin County Commission will receive a 10%, level 3 discount on all ROP Display ads in the Press-Register. Level 3 discount is based off total 2019 spend, including legal liners, however, the discount applies to customary ROP Display ads of any size. Discount will apply to the main/umbrella account which will include all linked Commission accounts.

TERMS AND CONDITIONS:

- Orders for all advertising units in Publisher's Newspaper, Website and/or Apps are non-cancellable. In the event that Advertiser uses or pays for less advertising than that specified herein or the Advertiser or Agency otherwise breaches the terms of this agreement, Advertiser and Agency will be charged ten percent (10%) of the remaining advertising commitment ("short-rate"). In such event, Advertiser and Agency must reimburse Publisher for the short-rate within ten days of Publisher's invoice therefor and Advertiser will thereafter pay for advertising at the open rate or at the newly-determined rate(s) (as applicable).
- Advertiser and Agency shall pay for such advertising at the rates set forth in this contract (if specified herein) or Publisher's rate card applicable at the time of the publication of the advertising. Volume discounts are net rates. No other discounts apply.
- Payment for advertising shall be made on or before the 30th day of the month following that in which advertising is published. All advertising production fees (if any) shall be billed and are immediately due in full within the first month of the ad campaign. Failure of Advertiser and its Agency, if there is one, to comply with this requirement shall, at the option of Publisher, be considered a breach of this agreement. If payment is made by Agency, allowable commissions may be deducted. If any bill is not paid by its due date, commissions shall be deemed not earned and the gross amount of the bill shall be paid in full. Publisher may, at its option, require cash with order or otherwise change the payment terms at any time.

4. This Agreement is not subject to rebates, however it may be resigned for greater or less commitment at any time. If an agreement is for less space, a rate adjustment charge will be made according to the rate earned.

5. Advertiser and Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute notice to Advertiser of the bill and shall in no way impair the joint and several liability of Advertiser and Agency. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claim as between Advertiser and Agency. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

6. Advertiser and its Agency, if there be one, represent and warrant that: (i) Advertiser's websites, mobile sites, applications, and/or similar services that are associated with advertising purchased hereunder shall contain all necessary consumer disclosures required by applicable federal, state and local laws, rules and regulations, including, but not limited to, an accurate privacy policy (and Advertiser shall not violate the terms of such disclosures); (ii) there is nothing in any advertisement or other material (including but not limited to software and/or product samples) provided by Advertiser or Agency, or in any material to which the advertisement or other material links or refers, that violates any personal or proprietary right of any third party (including, but not limited to, copyright, trademark, patent, service mark,

(See other side for continuation of terms and conditions)

Cristy Boyington
Alabama Media Group Advertising Representative

Angela Morgan
Alabama Media Group Advertising Director

Advertiser's Signature

Advertiser's Printed Signature

Type of Business

Name of Person Individually Liable

☒ Corporate ☐ Partnership ☐ Assumed Name

misappropriation, unfair competition, trade secret, privacy publicity rights, etc.), constitutes false advertising, is harmful, or violates any law or governmental regulation; (iii) none of the advertisements or other materials provided to Publisher for display on its Websites or Apps cause the download or delivery of any software application, executable code, any virus or malicious or social engineering (e.g., phishing) code or features; and (iv) it will not conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Websites or Apps, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on Publisher's Websites or Apps. As part of the consideration to induce Publisher to publish, distribute, display, perform or transmit (collectively referred to herein as "Publish" or "Published" or "Publishing") such advertisement, Advertiser and its Agency, if there be one, each agrees to jointly and severally defend, indemnify and hold harmless Publisher, its employees, and representatives against all liability, loss, damage and expense of any nature, including but not limited to attorneys' fees, arising out of (a) the Publishing of any advertisement submitted by or on behalf of the Advertiser regardless of whether Publisher participated in the creation of such advertisement, or the linkage of any advertisement to any other material, or the loss, theft, use, or misuse of any credit or debit card or other payment, financial, or personal information; (b) any violation of the CAN-SPAM Act or other laws relating to Advertiser's advertisements, including, but not limited to, commercial messages e-mailed on Advertiser's behalf by Publisher; (c) the products and/or services promoted, sold, presented and/or contained in Advertiser's advertisements; and (d) a breach or alleged breach of its covenants, warranties and obligations under these advertising contract terms and conditions.

7. Advertiser shall have the right to revoke its agency at any time during the period of this agreement effective upon receipt by Publisher of notice in writing; in such event, Publisher may, at its option, terminate this agreement. If Advertiser shall designate another agent Publisher may, at its option, recognize such agent upon receipt of an agreement by said agent to be bound by the terms of this agreement and to become liable for the payment of all bills due and to become due under this agreement.

8. Publisher reserves the right, at its absolute discretion and at any time, to cancel any advertising or reject any advertising copy, whether or not the same has already been acknowledged and/or previously Published, including but not limited to for reasons relating to the contents of the advertisement or any technology associated with the advertisement. In the event of such cancellation or rejection by Publisher, advertising already run shall be paid for at the rate that would apply if the entire order were Published and no short rate will apply. The rejection of copy by the Publisher shall require Advertiser and/or Agency to supply new copy acceptable to the Publisher. Advertisements that simulate editorial content must be clearly labeled "ADVERTISEMENT" or "PROMOTION" or "SPECIAL ADVERTISING SECTION" at the top of the advertisement, and Publisher may, in its sole discretion, so label such copy.

9. Publisher, at its option, may terminate this agreement for the breach of any of the terms hereof, it being specifically understood without limitation that failure on the part of either Advertiser or Agency to pay each bill on or before its due date shall constitute a breach. Should Publisher terminate this agreement, all charges incurred together with short-rate charges shall be immediately due and payable.

10. Any bill tendered by Publisher shall be conclusive as to the correctness of the item or items therein set forth and shall constitute an account stated unless written objection is made thereto within ten days from the rendering thereof. In addition, unless otherwise agreed on the cover page of this agreement, all impressions and/or other measurements of ads hereunder shall be solely based on Publisher's calculations.

11. This agreement may not be assigned by Advertiser or Agency without the prior written consent of Publisher, and any assignment without such consent shall be null and void. Advertiser or Agency may not use any space for the advertisement either directly or indirectly of any business organization, enterprise, product, or service other than that for which the advertising space is provided by Publisher, nor may Advertiser or Agency authorize any others to use any advertising space.

12. Orders containing terms, rates or conditions or specifying positions, facings, editorial adjacencies or other requirements may be accepted but such terms, rates, conditions or specifications are not binding unless Publisher has specifically agreed to them in writing.

13. In the event of a suspension of publication of Publisher's Newspaper, Website and/or Apps due to strike, accident, fire, flood, computer or software/network malfunction, congestion, repair, Internet outages or any other cause or contingencies beyond the control of Publisher, it is understood and agreed that such suspension shall not invalidate this contract, but a) will give Publisher the option to cancel this agreement, or if Publisher does not do so, b) upon resumption of publication this contract shall be continued and no liability for damages shall be incurred by the Publisher by reason of such suspension.

14. Interest will accrue at a rate of one and one-half percent (1.5%) per month (or such other maximum amount as is permissible by law) on all past due balances. If it becomes necessary to place with an attorney for collection any claim for funds due under the terms of this agreement, then Advertiser and Agency agree to pay to Publisher the reasonable attorneys' fees arising from such collection.

15. If during the period of this agreement Publisher revises its advertising rates, Advertiser and Agency agree to be bound by such rates provided Publisher gives at least thirty (30) days notice of such increase. However, in such event Advertiser may elect not to place any further advertisements after the effective date of the increase, and if no space is used after the effective date of the increase, no short rate will be charged on space used prior to such increase.

16. Publisher does not guarantee any given level of circulation or readership. In addition, Publisher makes no guarantee or representation as to the quantity and quality of visits, impressions, circulation, or other usage of its Website or Apps or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless Publisher expressly agrees otherwise in writing. To the extent Publisher fails to provide Advertiser/Agency with any guaranteed impressions on its Website or Apps (if expressly agreed to by Publisher in writing), Publisher will provide as a sole remedy a makegood, by extending the order beyond the contracted advertising flight period until the remainder of the guaranteed impressions are delivered. For the purpose of clarification, Advertiser/Agencies that request a special billing schedule or an upfront bill will not receive refunds/adjustments in the case of under delivery of guaranteed impressions (if applicable).

17. Publisher's sole liability (and Advertiser's and Agent's sole remedy) for errors and/or omissions by Publisher in published advertisements shall be to provide Advertiser a credit for the actual space of the error or omission (in no event shall such credit exceed the total amount paid to Publisher for the applicable advertisement), and Publisher shall have no liability unless the error or omission is brought to Publisher's attention no later than 5 working days after the advertisement is first Published. However, if a copy of the advertisement was provided to or reviewed by Advertiser, Publisher shall have no liability. IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER, AGENCY OR ANY OTHER PARTIES FOR ANY FURTHER DAMAGES OF ANY KIND ARISING FROM THIS AGREEMENT OR ANY BREACH THEREOF, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

18. Failure by Publisher to enforce any provision of this agreement shall not be considered a waiver of such provision. Unless inconsistent with the express terms of this agreement, all orders are subject to the terms of Publisher's applicable rate card. Advertiser and Agency acknowledge receipt of a copy of said rate card.

19. Advertiser and Agency recognize that the copyright in any advertisements created by Publisher is owned by Publisher. As to all other advertisements, Advertiser and Agency agree that Publisher has the non-exclusive right, for the full term of copyright, by itself or through third parties, to republish, retransmit, re-perform, redistribute or otherwise re-use any advertisements submitted hereunder in any form in which the advertisements may be Published or used (in any media now in existence or hereafter developed) in whole or in any part, whether or not combined with material of others.

20. This agreement will be construed in accordance with the laws of the State of Alabama. Any action based on or alleging a breach of this agreement must be commenced in a state or federal court in or near Birmingham, Alabama; and the parties hereby consent to the exclusive jurisdiction of such courts in connection with this Agreement.

21. Advertiser and Agency understand that advertisements and/or other commercial messages sent on its behalf by Publisher via electronic mail may be governed by federal, state and local laws, rules and regulations, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and any acts related thereto, and including the interpretation thereof by the FTC or other governmental authorities (collectively, the "CAN-SPAM Act") and state "Do Not E-mail" registries. Advertiser and Agency agree to comply with all such applicable laws, rules and regulations. Without limiting the generality of the foregoing, Advertiser and Agency shall fulfill all obligations of a "Sender" as defined in the CAN-SPAM Act, and comply with Publisher's policies intended to comply therewith.

22. All data collected by Publisher, Advertiser and/or any third party in connection with this agreement shall be exclusively owned by Publisher, and not used or disclosed by Advertiser/Agency without Publisher's prior written approval in each instance.

23. The titles and logos of the Publisher's Newspapers, Website and Apps are registered trademarks and/or trademarks protected under common laws. Neither the titles nor the logos may be used without the express written permission of Publisher.

24. This agreement may be executed by Advertiser/Agency by manual, facsimile or scanned PDF signatures (or by clicking "accept" or similar terminology online), and in any number of counterparts, each of which will be deemed an original and all which together will constitute one and the same instrument.

25. PUBLISHER DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NON-INFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS IN PUBLISHER'S NEWSPAPERS, WEBSITES AND APPS. Advertiser and Agency acknowledge that third parties other than Publisher may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Publisher's Websites and/or Apps. As between Advertiser and Publisher, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Website or App within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Website or App. Any advertising credit refunds in connection with the Advertiser's aforementioned requests are within the sole discretion of Publisher.

26. The foregoing terms shall govern the relationship between Publisher and Advertiser and Agency. Publisher has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing signed by an officer or senior executive of Publisher, no other terms and conditions in insertion orders, contracts, click-through terms and conditions, copy instruction, letters, or otherwise will be binding on Publisher.



Baldwin County Commission

Agenda Action Form

File #: 21-0132, **Version:** 1

Item #: BA3

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Michelle Howard, Commission Executive Assistant

ITEM TITLE

Port City Pacers' Holiday Half Marathon 2020

STAFF RECOMMENDATION

Approve the requested routes for the Port City Pacers' Holiday Half Marathon on December 5, 2020, beginning at Mullet Point Park in Point Clear, Alabama at 8:30 a.m. and ending at approximately 12:00 noon at the same location. Acknowledge that alcoholic beverages will be consumed on the premises by Port City Pacers.

BACKGROUND INFORMATION

Previous Commission action/date: On November 5, 2019, the Commission approved the requested route for the Port City Pacers' 2019 Holiday Half Marathon during the regular Baldwin County Commission Meeting.

Background: Commission staff has received a request from Dr. Jon Bowie with Port City Pacers, for a route approval for the annual Holiday Half Marathon on Saturday, December 5, 2020, beginning at 8:30 a.m. and ending at approximately 12 noon. The race begins at Mullet Point Park, traveling down County Road 1 to Pelican Point and back; then turning up County Road 27 (turns around before the bridge) and back to County Road 1, ending at Mullet Point Park. There will be a 13.1 mile race and a five mile race. (detailed route descriptions are attached). The Port City Pacers 2020 Holiday Half Marathon will be collecting toys for the USA Children's and Women's Hospital-Pediatric Department. The race attracts 400-500 participants. Note: The event organizers have obtained a Certificate of Liability Insurance for this this event which is attached.

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):

Via email: jnbowie@gmail.com

Dr. Jon Bowie DMD PC
23210 US Highway 98, Ste D1
Fairhope, Alabama 36532

Cc: Chief Stephanie Hollinghead
Fairhope Police Department
107 N. Section Street Fairhope, Alabama 36532

Sherriff Hoss Mack
Baldwin County Sheriff's Office
310 Hand Avenue
Bay Minette, Alabama 36507

Paul Penry, Area 200 Supervisor

Baldwin County Highway Department

ppenry@baldwincountyal.gov <mailto:ppenry@baldwincountyal.gov>

Zach Hood, Director, EMA

Zach.hood@baldwincountyal.gov <mailto:Zach.hood@baldwincountyal.gov>

Frank Lundy, Baldwin County Highway Department

flundy@baldwincountyal.gov <mailto:flundy@baldwincountyal.gov>

Joey Nunnally, Baldwin County Highway Department

JNunnally@baldwincountyal.gov

Additional instructions/notes: N/A

829 S. UNIVERSITY BOULEVARD
MOBILE, AL 36609
(251) 343-1794



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

PERIODONTICS AND IMPLANT DENTISTRY

27 October 2020

To: Baldwin County Commission

Re: Request permission for Holiday Half Marathon

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

The race is scheduled for Saturday 05 December 2020. Starting at 08:30 and lasting to approximately noon. The race starts at Mullet Point Park and goes down County Road 1 to Pelican Point and back; then up County Road 27 (turns around before the bridge) and back to CR 1 and back to Mullet Point Park. (See attached map)

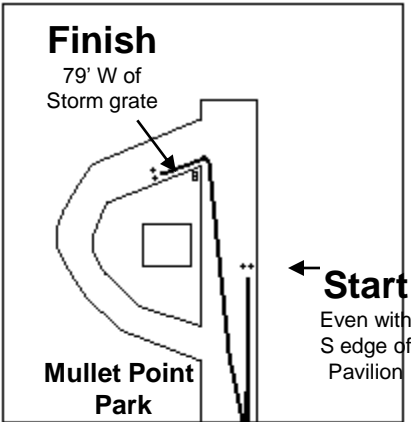
The race attracts about 400-500 participants. This race will be collecting toys for the USA Children's and Women's Hospital Pediatric Department.

Sincerely,

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

Holiday Half Marathon

Point Clear, Alabama



Splits: Marked with one washer and green paint.

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



Mile 13

Mile 12

Mile 1

Mile 11

Mile 2

County Road 1

Mile 3

Mile 10

Turn Around 2

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

Mile 8

Mile 7

County Road 27

Turn Around 1

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

Mile 9

Mile 6

Mile 4

Mile 5

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

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

jnbowie@gmail.com

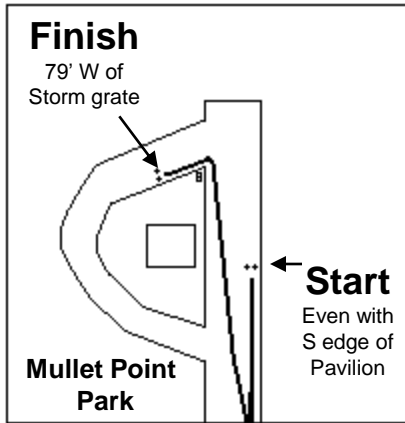
07 November 2010

Race contact: Port City Pacers 251-473-7223

No Diagrams to Scale

Holiday 8K

Point Clear, Alabama



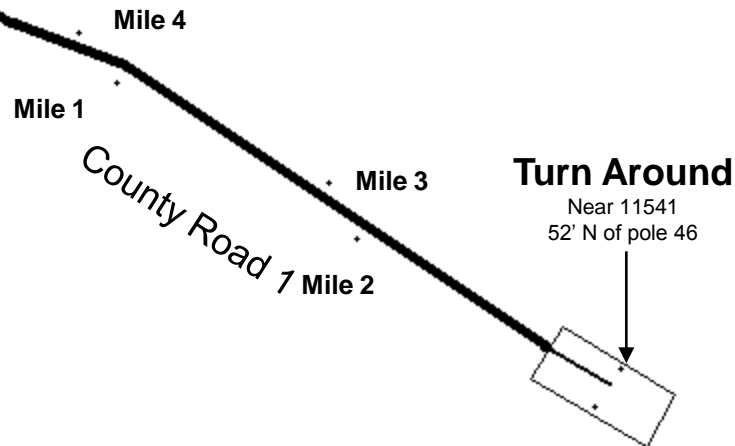
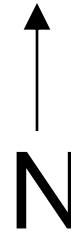
Splits: Marked with one washer and green paint.

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

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

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

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



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

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

jnbowie@gmail.com

07 November 2010

Race contact: Port City Pacers 251-473-7223

No Diagrams to Scale

829 S. UNIVERSITY BOULEVARD
MOBILE, AL 36609
(251) 343-1794



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

PERIODONTICS AND IMPLANT DENTISTRY

27 October 2020

To: Office of Sheriff

Re: Request for police coverage of the Holiday Half Marathon

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

The race is scheduled for Saturday 05 December 2020. The race starts at Mullet Point Park and goes down County Road 1 to Pelican Point and back; then up County Road 27 (turns around before the bridge) and back to CR 1 and back to Mullet Point Park. (See attached map) The race attracts about 400-500 participants. This race will be collecting toys for the USA Children's and Women's Hospital Pediatric Department.

Sincerely,

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2019

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

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

PRODUCER Insurance Management Group 12730 Coldwater Rd Ste 103 Fort Wayne IN 46845	CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 E-MAIL ADDRESS: mmayers@insmgt.com FAX (A/C, No): (765) 664-0761
INSURED Road Runners Club of America/2020 and Its Member Clubs 1501 Lee Highway Suite 140 Arlington VA 22209	INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2020 \$1M Club**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis				12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)				12/31/2019	12/31/2020	Excess Medical \$10,000 AD & Specific Loss \$2,500

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

RRCA Club Member Certificate of Insurance

Processed by VE

CERTIFICATE HOLDER**CANCELLATION**Port City Pacers Running Club, Inc
PO Box 6427

Mobile

AL 36660

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Baldwin County Commission

Agenda Action Form

File #: 21-0151, **Version:** 1

Item #: BA4

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Zach Hood, EMA Director; Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Proclamation / Declaration of a Termination and Lifting of a State of Local Emergency - Hurricane Zeta

STAFF RECOMMENDATION

Action Item with discussion necessary - Commission must determine the date and time of the termination and lifting of the State of Local Emergency so that it can be entered for the record.

Adopt Proclamation / Declaration of a Termination and Lifting of a State of Local Emergency terminating and lifting a Declaration of a State of Local Emergency in regard to Hurricane Zeta.

BACKGROUND INFORMATION

Previous Commission action/date: October 27, 2020, BCC Emergency Special Meeting

Background: On October 27, 2020, the Commission adopted a Declaration of a State of Local Emergency related to impending inclement weather (Hurricane Zeta) and Resolution #2021-015 in conjunction with the declared State of Local Emergency, authorizing the closing public buildings owned or controlled by the Baldwin County Commission, imposing a public safety curfew in the unincorporated areas of Baldwin County, and opening emergency shelters.

At this time, Zach Hood, EMA Director, recommends the termination of the State of Local Emergency as relates to Hurricane Delta.

Upon the adoption of the Proclamation / Declaration of a Termination and Lifting of the State of Local Emergency, Resolution #2020-015 will also expire.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration - Email a copy of the signed/sealed documents to:

4BCC
All Appointed Department Heads
Jenni Guerry
Danon Smith
Scott Wallace

Admin. staff - Print all three attachments and have Termination doc signed/sealed, scan the Termination, Exhibit A and Res 2020-015 all in as one PDF and save all final, signed documents to Correspondence and Meeting Information folders for Hurricane Delta related info.

For press/social media purposes:

Sherry-Lea Bloodworth Botop
Shannon Spivey
Kathy Agerton

FYI:

Brad Hicks, County Attorney

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)

**PROCLAMATION / DECLARATION
OF A
TERMINATION AND LIFTING
OF A
STATE OF LOCAL EMERGENCY**

TERMINATING AND LIFTING A DECLARATION OF A STATE OF LOCAL
EMERGENCY IN REGARD TO HURRICANE ZETA.

WHEREAS, by action of the County Commission of Baldwin County, Alabama, during its October 27, 2020, emergency special meeting, this honorable county governing body adopted an instrument entitled Declaration of a State of Local Emergency (attached as ***Exhibit "A"***) in regard to Hurricane Zeta; and

WHEREAS, on this date, this honorable county governing body desires to terminate and lift said foregoing instrument, entitled Declaration of a State of Local Emergency in regard to Hurricane Zeta; now therefore

IT IS DECLARED, that the aforementioned instrument entitled Declaration of a State of Local Emergency in regard to Hurricane Zeta, is hereby terminated and lifted and no longer of full force and effect as set forth herein.

FURTHER, IT IS ORDERED, that this instrument, entitled Proclamation/Declaration of a Termination and Lifting of a State of Local Emergency, in regard to Hurricane Zeta, shall become effective commencing at _____ a.m./p.m., on _____, _____, 2020.

IT IS DONE, under the Seal of the County Commission of Baldwin County, Alabama, on this the ____ day of _____, 2020.

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne Dyess, County Administrator

AS ADVISED BY:

Zachary Hood, Director
Baldwin County Emergency Management Agency

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**DECLARATION OF A STATE OF LOCAL EMERGENCY
(TROPICAL STORM ZETA)**

DECLARING A STATE OF LOCAL EMERGENCY IN REGARD TO IMPENDING INCLEMENT WEATHER CONDITIONS WHICH POSE A HAZARD TO THE SAFETY AND WELFARE OF THE GENERAL PUBLIC.

WHEREAS, on this date, impending inclement weather conditions present a probability of a public calamity and extreme peril to the safety of persons and property in Baldwin County, Alabama, and, furthermore, said impending inclement weather conditions threaten the economic functions of Baldwin County, Alabama; now therefore

IT IS DECLARED, that a state of local emergency is hereby proclaimed for Baldwin County, Alabama, in regard to impending inclement weather commencing at 5:00 a.m./(p.m.) on October 27, 2020.

FURTHER, IT IS DECLARED, that during the aforesaid period the state of local emergency exists, the County Commission of Baldwin County, Alabama, shall exercise all authority, powers and privileges, as prescribed by applicable Federal law and/or Alabama law and/or Local law and/or policies of this county governing body.

FURTHER, IT IS ORDERED, that this instrument, entitled "Declaration of a State of Local Emergency," shall become effective commencing at 5:00 a.m./(p.m.) on October 27, 2020.

FURTHER, IT IS ORDERED, that this instrument, entitled "Declaration of a State of Local Emergency," shall expire upon adoption of another instrument, by this county governing body, declaring said state of local emergency no longer threatens Baldwin County, Alabama.

IT IS DONE, under the Seal of the County Commission of Baldwin County, Alabama, on this the 27th day of October, 2020.

Commissioner Billie Jo Underwood, Chairman
Baldwin County Commission

ATTEST:

Wayne Dyess, County Administrator
Baldwin County Commission

AS ADVISED BY:

Zachary Hood, Director
Baldwin County Emergency Management Agency



STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2021-015
OF THE
BALDWIN COUNTY COMMISSION**

IN CONJUNCTION WITH THE DECLARED STATE OF LOCAL EMERGENCY, CLOSING PUBLIC BUILDINGS OWNED OR CONTROLLED BY THE BALDWIN COUNTY COMMISSION, IMPOSING A PUBLIC SAFETY CURFEW IN THE UNINCORPORATED AREAS OF BALDWIN COUNTY, AND OPENING EMERGENCY SHELTERS.

WHEREAS, Tropical Storm Zeta is predicted to make landfall on Thursday, October 29, 2020, along the northern Gulf Coast, in or near Baldwin County, Alabama, as a tropical storm or a Category 1 hurricane; and

WHEREAS, the predicted impact of the storm may cause life-threatening, catastrophic damage across Baldwin County, and the Baldwin County Commission ("Commission") has declared a state of local emergency in anticipation of the impending inclement weather; and

WHEREAS, the Commission also declared that during the period the state of local emergency exists, the Commission shall exercise all authority, powers and privileges, as prescribed by applicable federal law, Alabama law, local law, and the policies of the Commission; and

WHEREAS, in further anticipation of the impending inclement weather conditions and resulting damage, and in order to protect the health, safety and welfare of the public, the Commission is adopting this resolution exercising its authority to close certain public buildings, impose a public safety curfew, and open emergency shelters.

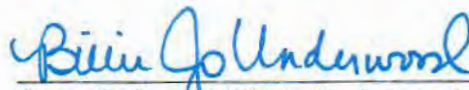
NOW THEREFORE, BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION that, in order to protect the public peace, health and safety and to preserve lives and property, the Commission hereby takes the following actions:

1. All non-essential public buildings owned or controlled by the Commission are closed as set forth herein. The closures shall commence upon order of the Commission Chairman with consideration for the predicted date and time of landfall. The closures shall remain in effect until said order is lifted by the Commission or Commission Chairman. The Commission Chairman shall determine the essential Baldwin County facilities needed to respond to or mitigate the impending inclement weather or resulting damage.
2. A public safety curfew in unincorporated Baldwin County is imposed as set forth herein. The terms of the curfew, including without limitation its scope and duration, shall be determined by the Commission Chairman in consultation with the Sheriff of Baldwin County, Alabama. The curfew shall commence upon order of the Commission Chairman. The Commission Chairman may amend the curfew order as the public health and safety require and in consultation with the Sheriff. The Sheriff

shall enforce the curfew within the unincorporated areas of Baldwin County, Alabama.

3. The Baldwin County Coliseum and designated County owned/maintained facilities shall be opened as shelters for citizens affected by the impending inclement weather or resulting damage, as determined by the Commission Chairman in consultation with the Baldwin County Emergency Management Director.
4. This resolution shall expire upon adoption of an instrument by the Commission declaring that said state of local emergency no longer threatens Baldwin County, Alabama.

DONE, under the Seal of the County Commission of Baldwin County, Alabama, on this the 27th day of October, 2020.



Commissioner Billie Jo Underwood, Chairman

ATTEST:



Wayne Dyess, County Administrator





Baldwin County Commission

Agenda Action Form

File #: 21-0163, **Version:** 1

Item #: BA5

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Carjetta Crook, Administrative Support Specialist IV

ITEM TITLE

Request from North Baldwin Chamber of Commerce - Christmas Fest Event 2020

STAFF RECOMMENDATION

Take the following actions related to the Christmas Fest Event 2020 held by the North Baldwin Chamber of Commerce:

- 1) Authorize for the North Baldwin Chamber of Commerce to use the Bay Minette Courthouse grounds to host the Annual Christmas Fest on the Courthouse Square on Saturday, December 12, 2020 (with set-up for the event beginning at 5:00 p.m. on Friday, December 11, 2020); and
- 2) Authorize for County employees to assist the North Baldwin Chamber of Commerce prior to the event in establishing sources of power/water, mapping the event to assist in general with any questions or issues that may arise prior to or during the event related to county property; and
- 3) Authorize for the Baldwin County Commission Chairman to sign off on the public notice that will serve as the event permit and road closure notice for the 38th Annual Christmas Fest.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

The 38th Annual North Baldwin County Christmas Fest is scheduled for December 12, 2020. The North Baldwin Chamber of Commerce is requesting assistance with this event again this year. Please see attached request letter.

Chamber of Commerce representative will bring permit for signature to meeting along with Certificate of Liability.

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 send correspondence to North Baldwin Chamber via email only.

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

Ashley Jones Davis
Executive Director
North Baldwin Chamber of Commerce
301 McMeans Ave
Bay Minette, AL 36507
ashley@northbaldwinchamber.com

Additional instructions/notes: N/A



Chairman, Tripp Ward • Vice Chairman, Donna Givens • Secretary, Sara G. Davis • Treasurer, Martha Ryan

October 12th, 2020

To: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

From: Ashley Jones Davis, Executive Director
North Baldwin Chamber of Commerce
301 McMeans Ave | PO Box 310
Bay Minette, AL 36507

December 12th, 2020 will mark the 38th Anniversary of Bay Minette's Annual Christmas Festival! We appreciate the support the North Baldwin Chamber has received from the Baldwin County Commission in 2019 to return the Festival to its home on Courthouse Square.

We would like to formally request the following for this year's festival from the Baldwin County Commission:

- Authorization for the North Baldwin Chamber of Commerce to use the Bay Minette Courthouse grounds to host the Annual Christmas Fest on the Courthouse Square on Saturday, December 12th, 2020 (with set-up for the event beginning at 5pm on Friday, December 11th, 2020); and
- Authorization for County employees to assist the North Baldwin Chamber of Commerce prior to the event in establishing sources of power/water, mapping the event to assist in general with any questions or issues that may arise prior to or during the event related to county property; and
- Authorization for the Baldwin County Commission Chairperson to sign off on the public notice that will serve as the event permit and road closure notice for the 38th Annual Christmas Fest.

Enclosed you will find a map of the layout of the 2019 Festival for your reference. The 2020 event will follow a similar layout with more social distancing protocols in place.

We thank you for your support and partnership in making the Annual Christmas Festival a wonderful and respectfully request your support once again for this time-honored tradition.

Sincerely,

Ashley Jones Davis, Executive Director
North Baldwin Chamber of Commerce



Baldwin County Commission

Agenda Action Form

File #: 21-0176, **Version:** 1

Item #: BA6

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Carjetta Crook, Administrative Support Specialist IV

ITEM TITLE

Renewal of Memorandum of Agreement - Alabama Department of Public Health and Baldwin County Commission - Use of County Office Space/Facilities - Enforcement of Public Health Laws - Enforcement of Animal/Mosquito Control

STAFF RECOMMENDATION

To promote public health, establish and maintain a County Health Officer and County Health Department, and provide for the appropriation of an amount equal to the collection of the ½ mill Ad Valorem public health tax [as authorized by Section 22-3-10, Code of Alabama (1975) and Amendment 559 to the Constitution of Alabama 1901], execute a Memorandum of Agreement between the Alabama Department of Public Health and the Baldwin County Commission related to the same. This Agreement shall commence on October 1, 2020, and expire on September 30, 2023, unless terminated sooner in accordance with said Memorandum of Agreement.

BACKGROUND INFORMATION

Previous Commission action/date: 09/05/2017

Background:

The Baldwin County Commission (BCC) and Alabama Department of Public Health (ADPH), including the Baldwin County Health Department which is a division of ADPH, have enjoyed a positive relationship for many years. Part of that relationship stems from cooperation between both entities which, in the end, promotes the public health in Baldwin County. To memorialize the cooperation between the BCC and ADPH, there is an agreement between the parties which formalizes this partnership. The proposed agreement will expire on September 30, 2023.

FINANCIAL IMPACT

Total cost of recommendation:

Funds will be deposited in Health Tax Fund #102 and distributed in accordance with the MOA.

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?

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 Staff

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

Correspondence and Agreement to Chad Kent, Administrator, Alabama Department of Public Health, with copy to Wayne Dyess and Cian Harrison.

Mr. Chad Kent
Alabama Department of Public Health
PHA 9, Area Administrator
1115 Azalea Place
Brewton, Alabama 36426

Ms. Rita Evans
Baldwin County Health Department
Post Office Box 369
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

**MEMORANDUM OF AGREEMENT
BETWEEN
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
BALDWIN COUNTY COMMISSION**

This Memorandum of Agreement (hereinafter referred to as "Agreement") entered into by and between the State of Alabama, Department of Public Health (hereinafter referred to as "Department") and the Baldwin County Commission (hereinafter referred to as the "Commission" a/k/a "Contractor") is effective October 1, 2020, and terminates on September 30, 2023, pursuant to an appropriation equal to the collection of ½ mill Ad Valorem tax as provided in Section 22-3-10 of the Code of Alabama (1975).

NOW THEREFORE, in consideration of the mutual covenants specified below, the parties herein agree to the following:

1. Scope of Services

The Department will provide services as set out in the scope of services, which is included with this Agreement as **Attachment A** and which is incorporated as if fully set out herein.

2. Payment

A. The Commission agrees to establish a separate fund for the proceeds of said tax and shall be used for no other purpose except that for which the said tax is levied and collected. The proceeds of said tax shall be transferred from the separate fund to the Department within thirty (30) days of receipt; with the exception of \$1,879,958 reserved by the Commission for items detailed in Schedule of Disbursements, which is included with this agreement as **Attachment B** and which is incorporated as if fully set out herein and shall be transferred annually by the Commission.

B. The Department shall maintain records and documents detailing work performed and the approximate cost associated with the services provided.

3. Term of Agreement

All work performed and obligations under this Agreement shall begin on October 1, 2020 and shall terminate at the expiration of thirty-six (36) months. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties. The Department and the Commission will hold a meeting annually during the fourth quarter of the fiscal year to discuss the aspects of the cooperative agreement.

4. Lease Agreement

Provision of County Space at Baldwin County Central Annex Building - Robertsdale

The parties hereby agree that the Department will lease from the Commission, including all necessary utility services, a minimum of 8,764 square feet of previously designated space located within a county-owned facility known as the Baldwin County Central Annex Building in Robertsdale, Alabama. In exchange for the occupancy of said space, the Department agrees to pay \$48,000, with said amount distributed as a contribution towards the Rabies and Vector Control Programs according to the terms set forth therein. The Commission agrees to pay for utilities, insurance on the building only, janitorial service and upkeep of this facility. The Department will be responsible for procuring and paying for insurance on its contents, if deemed necessary.

Provision of County Space at Baldwin County Health Department Building - Robertsdale

The parties hereby agree that the Department will lease from the Commission, a minimum of 13,000 square feet of space located within a county owned facility known as the Baldwin County Health Department located at 23280 Gilbert Drive, Robertsdale, Alabama. In exchange for the occupancy of said space, the Department agrees to pay \$24,000, with said amount distributed as a contribution towards the Rabies and Vector Control Programs. The Department agrees to pay for utilities and janitorial service. The Commission agrees to pay for insurance on the building only and upkeep of this facility. The Department will be responsible for procuring and paying for insurance on its contents, if deemed necessary.

Provision of County Space at Baldwin County Annex VI – Bay Minette

The parties hereby agree that the Commission will provide office space located at 212 Courthouse Square, Bay Minette, Alabama, to the Department at no cost to operate a satellite office in Bay Minette. The Commission agrees to pay for utilities, insurance on the building only, janitorial service and upkeep of this facility. The Department will be responsible for procuring and paying for insurance on its contents, if deemed necessary.

Said Lease of all the county office space as above referenced shall extend for a term that coincides with this Cooperative Agreement and continuing and extending as a month-to-month tenancy thereafter in the event the parties fail to renew said Cooperative Agreement.

Notwithstanding any provision herein, it is agreed that the parties will have the right to terminate the Lease in the event said leased premises should be totally destroyed by whatever cause with this Lease remaining in effect during the event of a partial destruction or damage of the property by whatever cause.

The Commission does hereby grant and give to the Department an option to renew this Lease Agreement at the end of this Lease and/or Cooperative Agreement upon all the same terms and the conditions as herein stated by giving the Commission a thirty (30) day written notice prior to the expiration of the then existing term of its intention to so renew or extend.

5. Termination of Agreement for Cause

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or either party shall violate any of the covenants, agreements or stipulation of this Agreement, either party shall thereupon have the right to terminate this Agreement by giving written notice to either party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by either party shall, at the option of either party become its property, and either party shall be entitled to receive just and equitable compensation for any satisfactory work or service completed under this Agreement.

6. Changes

Either party may, from time to time, require changes in the scope of services of either party to be performed hereunder. Such changes, including any increases or decreases in the amount of either party's compensation, which are mutually agreed upon by and between either party shall be incorporated in written amendments to this Agreement.

7. Equal Employment Opportunity

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Department shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of The Baldwin County Board of Health or the Alabama State Board of Health, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

9. Assignability

Neither party shall assign any interest in this Agreement, and shall not transfer any

interest in the same (whether by assignment or novation), without the prior written consent of the other party.

10. Officials Not to Benefit

No member or delegate to the Legislature of Alabama and no resident commissioner shall be admitted to any share or part hereof or to any benefits to arise herefrom.

11. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of either party.

12. Audits and Access to Records

The Department shall have financial statements prepared and audited in accordance with generally accepted auditing standards, and if applicable, the Department shall conduct an audit in accordance with the requirements of OMB Circular A-133. The Department agrees that the State Comptroller of Alabama or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representative shall, have access to and the right to audit, examine, and make excerpts of transcripts from any directly pertinent books, documents, papers, and records of either party involving transactions related to this Agreement. Both parties agree to provide access to any or all documents, papers, records and directly pertinent books involving transaction related to this Agreement upon written request.

13. Outside Contractor Not Entitled to Merit System Benefits

In the case of the contractual agreements with Non-State Agencies, under and by no circumstances shall the employer, nor any of its employees, be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

14. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments herein shall not be constituted as a debt of the State of Alabama or the Commission in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

For any disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

15. Requisite Reviews and Approvals

The Baldwin County Health Department acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals, and the Baldwin County Health Department shall not begin performing work under this contract until notified to do so by the Commission.

16. Other Provisions

A. NOT TO EXCEED

Under no circumstances shall the maximum amount payable by the department under this Memorandum of Agreement exceed \$1,879,958.00 annually for the Memorandum of Agreement period.

B. DISCRIMINATION CLAUSE

Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability as defined in the above laws and regulations. Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990.

C. GOVERNOR'S PRORATION CLAUSE

It is agreed that Department may terminate this Memorandum of Agreement by giving 30 days written notice to Contractor, should the Governor of Alabama declare proration of the fund from which payment under this Memorandum of Agreement is made. This termination for cause is supplemental to other rights Department may have under this Memorandum of Agreement or otherwise to terminate such Memorandum of Agreement.

D. TERMINATION CLAUSE

This Memorandum of Agreement may be terminated, with or without cause, by either party giving 30 days written notice to the other party.

E. HOLD HARMLESS CLAUSE

Contractor hereby holds harmless the State of Alabama and the Department and their officers, agents, servants and employees from any and all claims arising out of acts or omissions committed by the Contractor or any agent, servant or employee of Contractor while in performance hereunder.

F. TOBACCO SMOKE CLAUSE

Public Law 103277, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract, the Contractor certifies that it will comply with the requirements of the Act.

The Contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all contractors shall certify accordingly.

G. DRUG-FREE WORKPLACE CLAUSE

1. By signing and/or submitting this Contract agreement, the Contractor is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For contractors other than individuals, Alternate I applies.
4. For contractors who are individuals, Alternate II applies.
5. Workplaces under contracts, for contractors other than individuals, need not be identified on the certification. If known, they may be identified in the contract application. If the contractor does not identify the workplace(s) on file in its office and make the information available for Federal inspection, this failure to identify all known workplaces constitutes a violation of the contractor's drug-free workplace requirements.

6. Workplace identification must include the actual address of buildings (or parts of buildings) or other sites where work under the contract takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performances in concert halls or radio stations).
7. If the workplace identified to the agency changes during the Performance of the contract, the contractor shall inform the agency of the change(s), if it is previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Contractors' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a Contractor/directly engaged in the performance of work under a contract, including (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the contract; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the contract and who are directly engaged in the performance of work under the contract and who are on the Contractor's payroll . This definition does not include workers not on the payroll of the Contractor (e.g., volunteers, even if used to meet a

matching requirement; consultants or independent contractors not on the Contractor's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification regarding drug-free workplace requirements.

Alternate I (Contractors Other Than Individuals). The contractor certifies that it will or will continue to provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation for such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after conviction;

(e) Notifying the agency in writing, within ten calendar days

after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(B) The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Alternate II. (Contractors' Who are Individuals)

(a) The Contractor certifies that, as a condition of the contract, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a

controlled substance in conducting any activity with the contract;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, with 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designated a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

H. LOBBYING CLAUSE

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 officer or employee of an 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.

(4) DEPARTMENT SUSPENSION CLAUSE

(This clause is required to be reproduced verbatim by federal regulations. For the purposes of this clause, "prospective lower tier participant" refers to the Contractor or Grantee or Sub-grantee herein.)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower participant knowingly rendered on erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal. Proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR par 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

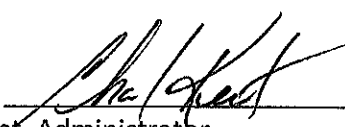
[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the _____ day of _____, 2020.

CONTRACTOR
Baldwin County Commission

Alabama Department of Public Health
This Memorandum of Agreement has been reviewed as to Content

SIGNED: _____
Joe Davis III, Chairman

SIGNED:  _____
Chad Kent, Administrator
Southwestern District

DATE: _____

DATE: 10/27/2020

Address: 312 Courthouse Square, Suite 12
Bay Minette, AL 36507
Telephone: 251-937-0264
Fax: 251-580-2500

ATTEST:

Wayne Dyess, County Administrator

APPROVED:
Alabama Department of Public Health

 _____
Social Security Number or FEIN

Scott Harris, M.D.
State Health Officer

DATE: _____

APPROVED:
State of Alabama Department of Public Health

**ATTACHMENT A
SCOPE OF SERVICES**

Scope of Services for the Cooperative Agreement between the Baldwin County Health Department and the Baldwin County Commission.

The Baldwin County Health Department (Department) will through its duly authorized agents/representative and/to the Alabama Department of Public Health (ADPH) and/or its duly authorized agents/representatives including specialized laboratory services, provide the following services relating to the development, support, implementation and administration of preventative public health services in Baldwin County, Alabama.

1. All such public health services as prescribed by Alabama State Law and enumerated in the Public Health Laws of Alabama, 2001 Edition.
2. All such public health services and regulations duly adopted and promulgated as prescribed by the Alabama State Board of Health and the Baldwin County Board of Health.
3. All such services associated with the protection of public health through a comprehensive mosquito control program operated and managed by Baldwin County Commission in accordance with the publication, How to Start a Mosquito Control Program in Your Town, Alabama. "Step-By-Step Instructions and Resources to Protect the Public Health from Mosquito-Borne Diseases", and other such information and guidance as endorsed by the Department and the ADPH, less and except mosquito control services provided by municipal corporations. Reimburse the Commission an amount not to exceed \$500,000.00 for services provided in the mosquito control program.
4. All such services associated with the protection of public health through a cooperative effort by and between the Department and the Commission to enforce the provisions of Title 3, Chapter 7A, Code of Alabama, 1975, entitled Rabies, through the operation and management of the Baldwin County Animal Shelter. Reimburse the Commission an amount not to exceed \$1,222,000.00 annually for services provided in the Animal Control Program by a Commission employee(s).

The Baldwin County Commission (Commission) will through its duly authorized agents/representatives provide the following support services in Baldwin County, Alabama.

1. All such services associated with the protection of public health through coordination with the Department in a comprehensive mosquito program, to include the development, support, implementation and administration of an effective mosquito adulticide program operated in accordance with the publication:

How to Start a Mosquito Control Program in Your Town, Alabama. "Step-By-Step Instructions and Resources to Protect the Public Health from Mosquito-borne Diseases" and other such information and guidance as endorsed by the Department. Additionally, above and beyond the appropriation of the funds collected and allocated in accordance with Section 22-3-10 of the Code of Alabama (1975), the Commission agrees to provide a suitable, secure location for the storage of mosquito control chemicals, vehicle parking, and chemical loading of the vehicles.

2. All such services associated with the protection of public health through a cooperative effort by and between the Department and the Commission to enforce the provisions of Title 3, 7A, Code of Alabama, 1975, entitled Rabies. Additionally, above and beyond the appropriation of the funds collected and allocated in accordance with Section 22-3-10 of the Code of Alabama (1975), the Commission agrees to operate the Baldwin County Animal Shelter, including, but not limited to, payment of associated utilities, building and grounds upkeep, staffing, management and vehicles service and maintenance. The Commission agrees to waive any fees associated with the disposal of animals resulting from the operation of the Rabies Control Program.

3. The Commission shall provide the Department with a detailed financial statement for services rendered in the Animal Control and mosquito control programs by an employee(s) of the commission.

ATTACHMENT B
SCHEDULE OF ANNUAL DISBURSEMENTS

Baldwin County Commission

Baldwin County District Attorney's Office	\$24,000.00
Operation of the Baldwin County Animal Shelter Program	
not to exceed	\$1,222,000.00
Operation of the Baldwin County Mosquito Control Program	
not to exceed	\$500,000.00

Baldwin County Municipalities

Support of existing mosquito control programs conditioned upon approval of a separate Cooperative Agreement with the Baldwin County Health Department to support a comprehensive mosquito control program in accordance with the publication: How to Start a Mosquito Control Program in Your Town, Alabama, "Step-By-Step Instructions and Resources to Protect the Public Health from Mosquito-Borne Diseases" and other such information and guidance as endorsed by the Baldwin County Health Department and the Alabama Department of Public Health. Municipalities shall provide documentation that the funds appropriated below are used exclusively for mosquito control programs existing within their corporate limits.

<u>Municipality</u>	<u>Population</u>	<u>Appropriation</u>
Bay Minette	8,044	\$ 15,640.00
Daphne	21,570	\$ 33,162.00
Elberta	1,498	\$ 1,104.00
Fairhope	15,326	\$ 24,960.00
Foley	14,618	\$ 15,180.00
Gulf Shores	9,741	\$ 10,088.00
Loxley	1,632	\$ 2,696.00
Magnolia Springs	723	\$ 1,446.00
Orange Beach	5,441	\$ 7,568.00
Perdido Beach	581	\$ 1,162.00
Robertsdale	5,276	\$ 7,564.00
Silverhill	706	\$ 1,232.00
Spanish Fort	6,798	\$ 10,846.00
Summerdale	862	\$ 1,310.00
Sub-Total	92,816	\$ 133,958.00
 Grand TOTAL		 \$ 1,879,958.00



Baldwin County Commission

Agenda Action Form

File #: 21-0119, **Version:** 1

Item #: BE1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wanda Gautney, Purchasing Director/Zach Hood, Emergency Management Agency Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG18-43A - Provision for Rental of Solar Powered Portable Message Signs for the Baldwin County Commission

STAFF RECOMMENDATION

Extend Competitive Bid #WG18-43A - Provision for Rental of Solar Powered Portable Message Signs with **C & H Construction Services, LLC**, for an additional twelve (12) months at the same prices and terms stated in the original bid award on January 15, 2019. The extension will expire on January 15, 2022.

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 for Rental of Solar Powered Portable Message Signs; 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: Approved the Purchasing Director to re-bid for the Provision of Rental of Solar Powered Portable Message Signs and authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

01/15/2019 meeting: Awarded the bid to C & H Construction Services, LLC, for the Provision for Rental of Solar Powered Portable Message Signs: Product: Solar Tech/Full-Matrix Silent Messenger; Daily Rate: \$450.00; Weekly Rate: \$1,000.00; Monthly Rate: \$3,200.00.

12/17/2019 meeting: Extended the bid with C & H Construction Services, LLC for an additional twelve (12) months at the same prices and terms stated in the original bid award on January 15, 2019. The extension will expire on January 15, 2021.

Background: Staff is requesting that the Commission extend the bid for the Provision for Rental of Solar Powered Portable Message Signs with C & H Construction Services, LLC, that was awarded on January 15, 2019 for an additional twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, C & H Construction Services, LLC, has submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The extension will expire on January 15, 2022.

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: 11/17/2020

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: [Richard Whitworth](#)
To: [Loren Lucas](#)
Subject: Re: Bid #WG18-43A - Provision of Rental of Solar Powered Portable Message Signs
Date: Friday, October 16, 2020 2:01:42 PM

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 would like to extend the below mentioned contract for an additional 12 month period.

Get [Outlook for iOS](#)

From: Loren Lucas <Loren.Lucas@baldwincountyal.gov>
Sent: Friday, October 16, 2020 2:00:12 PM
To: Richard Whitworth <rwhitworth@candhconst.com>
Subject: Bid #WG18-43A - Provision of Rental of Solar Powered Portable Message Signs

Richard,

The previous twelve (12) month extension of Competitive Bid #WG18-43A – Provision of Rental of Solar Powered Portable Message Signs for the Baldwin County Commission will expire on January 15, 2021. 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 C & H Construction Services, LLC agrees to a second twelve (12) month extension at the same prices and terms of the original bid award dated January 15, 2019.

Best regards,

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



COMPETITIVE BID #WG18-43A Award Listing
Provision for Rental of Solar Powered Portable Message Signs
Effective Date: 1/15/2019 through 1/15/2020

Bidder:	C & H Construction Services, LLC
Make/Model	Solar Tech/Full-Matrix Silent Messenger
Amount Bid:	
Daily Rate	\$450.00
Weekly Rate	\$1,000.00
Monthly Rate	\$3,200.00

Brandon Donaghue
251-973-9500 ext. 109



Baldwin County Commission

Agenda Action Form

File #: 21-0138, **Version:** 1

Item #: BE2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-45A - Provision of Police Vehicle Equipment (Brake Rotors/Pads) for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Police Vehicle Equipment (Brake Rotors/Pads) to the lowest responsible bidder, **TPH Holdings, LLC DBA The Parts House**, as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

9/1/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Police Vehicle Equipment (Brake Rotors/Pads); 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.

10/6/2020 meeting: 1) Authorized the Purchasing Director to re-bid for the Provision of Police Vehicle Equipment (Brake Rotors/Pads) 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.

Background: Bids were opened in the Purchasing Conference Room on October 23, 2020 at 1:30 P.M. Four (4) bids were received. Two (2) of the bidders did not include a bid bond as was required by the bid specifications. One (1) of the bidders did not submit a bid for all of the vehicle categories listed in the bid specifications. Staff recommends the Commission award the bid to the lowest responsible bidder, TPH Holdings, LLC DBA The Parts House as per the attached Award Listing. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

Budget line item(s) to be used: 52100 & 52200

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: 11/17/2020

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG20-45A - Award Listing
Provision of Police Vehicle Equipment (Brake Rotors/Pads)
Effective Dates: 11/17/2020 - 11/17/2021

BIDDER: The Parts House			
<u>2012 - 2014 Tahoe</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 580279P	Amount Bid:	\$63.36
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1367PPH	Amount Bid:	\$42.19
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 580422P	Amount Bid:	\$56.39
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1194PPH	Amount Bid:	\$38.53
<u>2015 - 2019 Tahoe</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 580279P	Amount Bid:	\$63.36
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1367APPH	Amount Bid:	\$42.19
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 580422P	Amount Bid:	\$56.39
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1707PPH	Amount Bid:	\$23.88
<u>2021 Tahoe</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	AC-Delco OE 177-1254	Amount Bid:	\$186.12
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	AC-Delco OE 84847749	Amount Bid:	\$94.70
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	AC-Delco OE 177-1255	Amount Bid:	\$58.57
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	AC-Delco OE 84805877	Amount Bid:	\$48.71
<u>2016 - 2017 Ford Explorer</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 680982P	Amount Bid:	\$69.65
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1611APPH	Amount Bid:	\$42.13
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 680983P	Amount Bid:	\$47.34
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1612PPH	Amount Bid:	\$32.26
<u>2018 - 2020 Ford Explorer</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 682142P	Amount Bid:	\$76.60
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1611APPH	Amount Bid:	\$42.13
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 680983P	Amount Bid:	\$47.34
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1612PPH	Amount Bid:	\$32.26
<u>2016 - 2020 Ford F-150</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 680508P	Amount Bid:	\$68.94
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP2087PPH	Amount Bid:	\$41.84
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 682263P	Amount Bid:	\$65.39
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1790APPH	Amount Bid:	\$27.35
Exceptions:	NONE		

COMPETITIVE BID #WG20-45A - Bid Tabulation
Provision of Police Vehicle Equipment (Brake Rotors/Pads)

BIDDER: The Parts House			
<u>2012 - 2014 Tahoe</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 580279P	Amount Bid:	\$63.36
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1367PPH	Amount Bid:	\$42.19
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 580422P	Amount Bid:	\$56.39
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1194PPH	Amount Bid:	\$38.53
<u>2015 - 2019 Tahoe</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 580279P	Amount Bid:	\$63.36
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1367APPH	Amount Bid:	\$42.19
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 580422P	Amount Bid:	\$56.39
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1707PPH	Amount Bid:	\$23.88
<u>2021 Tahoe</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	AC-Delco OE 177-1254	Amount Bid:	\$186.12
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	AC-Delco OE 84847749	Amount Bid:	\$94.70
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	AC-Delco OE 177-1255	Amount Bid:	\$58.57
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	AC-Delco OE 84805877	Amount Bid:	\$48.71
<u>2016 - 2017 Ford Explorer</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 680982P	Amount Bid:	\$69.65
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1611APPH	Amount Bid:	\$42.13
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 680983P	Amount Bid:	\$47.34
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1612PPH	Amount Bid:	\$32.26
<u>2018 - 2020 Ford Explorer</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 682142P	Amount Bid:	\$76.60
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1611APPH	Amount Bid:	\$42.13
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 680983P	Amount Bid:	\$47.34
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1612PPH	Amount Bid:	\$32.26
<u>2016 - 2020 Ford F-150</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 680508P	Amount Bid:	\$68.94
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP2087PPH	Amount Bid:	\$41.84
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Raybestos Police 682263P	Amount Bid:	\$65.39
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Raybestos Police SP1790APPH	Amount Bid:	\$27.35
Exceptions:	NONE		

BIDDER: Sandy Sansing Automotive			
<u>2010 - 2014 Tahoe</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	23144341	Amount Bid:	\$83.00
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	25910430	Amount Bid:	\$147.00
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	23968231	Amount Bid:	\$79.00
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	19329677	Amount Bid:	\$106.00
<u>2015 - 2020 Tahoe</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	23144341	Amount Bid:	\$83.00
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	84218394	Amount Bid:	\$143.00
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	84223345	Amount Bid:	\$77.00
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	84176464	Amount Bid:	\$70.00
<u>2021 Tahoe</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	No Bid	Amount Bid:	No Bid
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	No Bid	Amount Bid:	No Bid
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	No Bid	Amount Bid:	No Bid
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	No Bid	Amount Bid:	No Bid
<u>2016 - 2020 Explorer</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	GG1Z-1125-A	Amount Bid:	\$82.00
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	BRSD-1611-A	Amount Bid:	\$62.00
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	DG1Z-2C026-A	Amount Bid:	\$61.00
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	BRSD-1377	Amount Bid:	\$42.00
<u>2016 - 2020 F-150</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	JL3Z-1125-A	Amount Bid:	\$60.50
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	BR5D-1414 (2016)/BR5D-2085(2017 - 20	Amount Bid:	\$48.00
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	FL3Z-2C026-C	Amount Bid:	\$86.00
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	BRSD-1602	Amount Bid:	\$39.00
Exceptions:	Did not include a Bid Bond as was required in the Bid Specifications		

BIDDER: Edwards Chevrolet Co., Inc.			
<u>2012 - 2020 Tahoe</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	GM #19307052/AC-Delco #18A2661	Amount Bid:	\$65.92
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	GM #19366010/AC-Delco #17D1MHPVF	Amount Bid:	\$75.59
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	GM #19241843/AC-Delco #18A2332A	Amount Bid:	\$56.53
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	GM #19294262/AC-Delco #17D1404MHI	Amount Bid:	\$67.33
<u>2021 Tahoe</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	GM #84865905	Amount Bid:	\$75.00
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	GM #84847749	Amount Bid:	\$117.44
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	GM #84582015	Amount Bid:	\$46.25
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	GM #84474063	Amount Bid:	\$60.42
<u>2018 Ford Explorer</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	GM #19387163/AC-Delco #18A82142	Amount Bid:	\$121.84
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	GM #19366012/AC-Delco #17D161VF11	Amount Bid:	\$82.43
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	GM #19310534/AC-Delco #18A2947	Amount Bid:	\$72.22
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	GM #19366013/AC-Delco #17D1612MHI	Amount Bid:	\$68.67
<u>2018 Ford F-150</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	GM #19307036/AC-Delco #18A2461A	Amount Bid:	\$60.32
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	GM #19386677/AC-Delco #17D2087CH	Amount Bid:	\$64.93
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	No Bid	Amount Bid:	No Bid
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	No Bid	Amount Bid:	No Bid
Exceptions: Did not include a Bid Bond as was required in the Bid Specifications			

BIDDER: Advance Auto Parts			
<u>2012 - 2020 Tahoe</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Carquest #G12555SD	Amount Bid:	\$54.99
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Carquest #FLD1363P	Amount Bid:	\$46.14
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	Carquest #G12545SD	Amount Bid:	\$63.24
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	Carquest #FLD1194	Amount Bid:	\$47.44
<u>2021 Tahoe</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	No Bid	Amount Bid:	No Bid
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	No Bid	Amount Bid:	No Bid
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	No Bid	Amount Bid:	No Bid
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	No Bid	Amount Bid:	No Bid
<u>2018 Ford Explorer</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	No Bid	Amount Bid:	No Bid
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	No Bid	Amount Bid:	No Bid
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	No Bid	Amount Bid:	No Bid
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	No Bid	Amount Bid:	No Bid
<u>2018 Ford F-150</u>			
Front Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	No Bid	Amount Bid:	No Bid
Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	No Bid	Amount Bid:	No Bid
Rear Rotors: Factory OEM Equipment or equivalent to PPV package			
Model:	No Bid	Amount Bid:	No Bid
Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent			
Model:	No Bid	Amount Bid:	No Bid
Exceptions: NONE			



Baldwin County Commission

Agenda Action Form

File #: 21-0140, **Version:** 1

Item #: BE3

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wanda Gautney, Purchasing Director/Zach Hood, Emergency Management Agency Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-50A - Purchase of Three (3) New Steel Storage Containers for the Baldwin County Commission

STAFF RECOMMENDATION

Reject the bid received for the Purchase of Three (3) New Steel Storage Containers because the bid price exceeded the amount budgeted for this purchase.

BACKGROUND INFORMATION

Previous Commission action/date:

9/1/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Purchase of Three (3) New Steel Storage Containers; 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.

10/6/2020 meeting: 1) Authorized the Purchasing Director to re-bid for the Purchase of Three (3) New Steel Storage Containers 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.

Background: Bids were opened in the Purchasing Conference Room on October 21, 2020 at 1:30 P.M. One (1) bid was received, from Quick Buildings Modular, LLC in the amount of \$8,530.00 per unit for a total of \$25,590.00 for three (3) containers. Staff recommendation is to reject the bid and pursue the purchase of the storage containers at a later date because the bid amount exceeded the amount budgeted for this purchase.

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: 11/17/2020

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 bidder

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0137, **Version:** 1

Item #: BE4

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wanda Gautney, Purchasing Director/Terri Graham, Development and Environmental Director/Ed Fox, Deputy Development and Environmental Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG20-51A - Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to the lowest bidder, **Creek Clean, LLC**, for the Provision of Roadside Litter Collection Services from County Right-of Ways within the Unincorporated Areas in the amount of **\$26,800.00 per month** and authorize the Chairman to execute the Contract. (Contract will be for twelve (12) months effective the same day as full execution.)

BACKGROUND INFORMATION

Previous Commission action/date:

9/1/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama 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.

10/06/2020 meeting: 1) Rejected all bids received and authorized the Purchasing Director to re-bid for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on October 22, 2020, at 2:00 P.M. Five (5) bids were received. The lowest bid was received from Creek Clean, LLC, in the of \$26,800.00 per month for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: \$26,800.00/month = \$321,600.00/year

Budget line item(s) to be used: 54850

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 11/17/2020

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG20-51 - BID TABULATION

Provision of Roadside Litter Collection Services from County Rights-of-Ways

BIDDER:	Creek Clean, LLC
Monthly Rate Bid:	\$26,800.00
Bid Bond:	Yes

BIDDER:	Invasive Management Services Inc.
Monthly Rate Bid:	\$29,250.00
Bid Bond:	Yes

BIDDER:	Gulf Coast Environmental Contractors, Inc.
Monthly Rate Bid:	\$32,600.00
Bid Bond:	Yes

BIDDER:	Sweeping Corp of America, Inc.
Monthly Rate Bid:	\$32,979.31
Bid Bond:	Yes

BIDDER:	Bentley Turf & Landscape Inc.
Monthly Rate Bid:	\$33,390.00
Bid Bond:	Yes

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional** 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 **Creek Clean, LLC**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on October 6, 2020, the COUNTY authorized staff to solicit bids for the Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama for the Baldwin County Commission; and

Whereas, PROVIDER presented the lowest bid to the COUNTY, and therefore, the 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: Creek Clean, LLC
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

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

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

PROVIDER: Creek Clean, LLC
ATTN: Miroslava Casanova
777 Lynn McGhee Drive, #462
Atmore, AL 36502

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 #WG20-51A**", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG20-51A – Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, Alabama 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 or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the 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. Compensation. Compensation to PROVIDER for work shall be paid as shown on "ATTACHMENT A." Said compensation shall be all inclusive, including without limitation, reimbursement of all costs, incidentals and operating expense associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its 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. Any additional contract or 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 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 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 and Hold Harmless. To the extent allowed by law, the PROVIDER shall indemnify, defend and hold harmless the County, its Commissioners, and their agents, employees and representatives from and against any claims, damages, losses, demands payments, suits, actions, recoveries and judgements 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 of 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 actor 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 or federal law or municipal 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 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.

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

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

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

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

COUNTY

ATTEST:

JOE DAVIS, III/ Date
Chairman

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 seal on this the _____ day of _____, 2020.

Notary Public
My Commission Expires

PROVIDER

Creek Clean, LLC

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of Creek Clean, 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 Creek Clean, LLC.

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

Notary Public
My Commission Expires

BID #WG20-51A RESPONSE FORM

Provision of Roadside Litter Collection Services from County Right-of-Ways

Date: OCT. 21, 2020

Out of State _____ or NO If yes, _____
Yes No Registration Number

Company Name: CREEK CLEAN, LLC

Address: 777 LYNN MCGHEE DR. #462
ATMORE, AL 36502

Company Rep. MIROSLAVA CASANOVA
(Rep. Name Typed or Printed)

Position: PROJECT MANAGER

Email address: mirosiava@creekclean.com

Phone: (559) 842-5801

Fax: _____

Financing through another agency beside yourself or NO
Yes No

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

Financing Agency Authorized Signature

Bid price shall be an all-inclusive monthly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

Monthly Rate Bid: \$ 26,800.00

All exceptions must be listed and attached to the bid response form.



Baldwin County Commission

Agenda Action Form

File #: 21-0136, **Version:** 1

Item #: BE5

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-01 - Purchase and Installation of One (1) New 24kw Generator and One (1) New 100 AMP Automatic Transfer Switch for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Purchase and Installation of One (1) New 24 kw Generator and One (1) New 100 AMP Automatic Transfer Switch to the lowest bidder, **Power Systems of MS**, as per the attached Award Listing and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Previous Commission action/date:

10/6/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Purchase and Installation of One (1) New 24kW Generator and One (1) New 100 AMP Automatic Transfer Switch for the Baldwin County Radio Site Located in Bay Minette, Alabama; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

Background: Bids were opened in the Purchasing Conference Room on October 22, 2020, at 1:30 P.M. Five (5) bids were received. Staff recommends the Commission award the bid for the Purchase and Installation of One (1) New 24 kW Generator and One (1) New 100 AMP Automatic Transfer Switch to the lowest bidder, Power Systems of MS, LLC, as per the attached Award Listing. Bid Tabulation is attached for review.

FINANCIAL IMPACT

Total cost of recommendation: \$16,630.00

Budget line item(s) to be used: 51018.5480

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Standard County Professional & Construction 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: 11/17/2020

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG21-01 Award Listing
Purchase & Installation of One (1) New 24 kW Generator and One (1) New 100 AMP Automatic Transfer Switch

BIDDER: Power Systems of MS, LLC	
Generator Make and Model:	Kohler 24kW
Automatic Transfer Switch Make and Model:	Kohler 100 Amp, Non-Service Rated, NEMA3R
Amount Bid:	\$16,630.00
Completion Time ARO:	7 Days
Bid Bond:	YES
Exceptions:	NONE

COMPETITIVE BID #WG21-01 BID TABULATION**Purchase & Installation of One (1) New 24 kW Generator and One (1) New 100 AMP Automatic Transfer Switch**

BIDDER: Power Systems of MS, LLC	
Generator Make and Model:	Kohler 24kW
Automatic Transfer Switch Make and Model:	Kohler 100 Amp, Non-Service Rated, NEMA3R
Amount Bid:	\$16,630.00
Completion Time ARO:	7 Days
Bid Bond:	YES
Exceptions:	NONE

BIDDER: Stewart's Electrical Contractors, Inc.	
Generator Make and Model:	Kohler 25CCL
Automatic Transfer Switch Make and Model:	Kohler 120/240, 100A, 2-Pole
Amount Bid:	\$21,000.00
Completion Time ARO:	21 - 28 days
Bid Bond:	YES
Exceptions:	NONE

BIDDER: Comfort Systems USA (Southeast), Inc.	
Generator Make and Model:	Kohler 24RCL
Automatic Transfer Switch Make and Model:	Kohler RDT-CFNC-0100A
Amount Bid:	\$27,884.00
Completion Time ARO:	11 Weeks (77 Days)
Bid Bond:	YES
Exceptions:	NONE

BIDDER: Moody's Electric, Inc.	
Generator Make and Model:	Kohler 25CCL
Automatic Transfer Switch Make and Model:	Kohler RDT
Amount Bid:	\$27,683.00
Completion Time ARO:	50 Days
Bid Bond:	YES
Exceptions:	NONE

BIDDER: Harris Contracting Services, Inc.	
Generator Make and Model:	Taylor Model TGS 40
Automatic Transfer Switch Make and Model:	ASCO Series 300
Amount Bid:	\$25,057.00
Completion Time ARO:	14 Weeks
Bid Bond:	YES
Exceptions:	NONE

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 Power Systems of MS, LLC, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on October 6, 2020, the COUNTY authorized staff to solicit bids for the Purchase and Installation of One (1) New 24 kW Generator and One (1) New 100 AMP Automatic Transfer Switch for the Baldwin County Commission; and

Whereas, PROVIDER presented the lowest bid to the COUNTY, and therefore, the 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: | Power Systems of MS, 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.

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: Power Systems of MS, LLC
ATTN: Mark Gotjen
14313 Stenum Street, Suite D
Biloxi, MS 39532

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 #WG21-01"**, the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provisions and conditions and/or specifications listed/stated in Competitive Bid #WG21-01 named, Purchase and Installation of One (1) 24 kW Generator and One (1) 100 AMP Automatic Transfer Switch 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 ten (10) 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 paid as shown on "**ATTACHMENT A.**" Said compensation shall be all inclusive, including without limitation, reimbursement of all costs, incidentals and operating expenses associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **seven (7) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. 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.

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/ Date
Chairman

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 seal on this the _____ day of _____, 2020.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER

Power Systems of MS, LLC

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of Power Systems of MS, 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 Power Systems of MS, LLC.

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

Notary Public
My Commission Expires

BID #WG21-01 RESPONSE FORM**Purchase and Installation of One (1) 24 kW Generator and One (1) 100 AMP Automatic Transfer Switch for the Baldwin County Commission**

Page 1 of 2

Date: 10/20/2020Out of State ☒ or ☐ If yes, 523-254
Yes No Registration NumberCompany Name: Power Systems of MSAddress: 14313 Stenum Street Suite D
Biloxi, MS, 39532Company Rep. Mark Gotjen
(Rep. Name Typed or Printed)Position: PresidentEmail address: mark@powersystems of ms.netPhone: 228-818-8315Fax: 228-818-8317Contractor's License Number N/A
(License Issued by the Alabama State Licensing Board for General Contractors)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

BID #WG21-01 RESPONSE FORM

Purchase and Installation of One (1) 24 kW Generator and One (1) 100 AMP Automatic Transfer Switch for the Baldwin County Commission

Page 2 of 2

Generator Make and Model: Kohler 24 kW

Automatic Transfer Switch Make and Model: Kohler 100 Amp, Non-Service Rated, NEMA3R

Amount Bid: \$ 16,630.00

Completion Time after Receipt of Order (Days) 7 Days

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



Baldwin County Commission

Agenda Action Form

File #: 21-0144, **Version:** 1

Item #: BE6

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-06 - Provision of Fence Installation and Repair on County Right-of-Ways for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

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

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

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: 11/17/2020

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 #WG21-06 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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

BID RESPONSE FORM

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

AWARD

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. **NO BID WILL BE ACCEPTED WITHOUT PROOF OF INSURANCE.**

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

Purchase Orders will be issued for the services.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2022 and 2023), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2021 contract with its intent to extend the contract. The prices for 2021 shall also apply to the extension period(s).

BIDDER QUALIFICATIONS

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

LAWS AND REGULATIONS

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

TRAFFIC CONTROL, SAFETY ITEMS

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

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

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

COUNTY'S PROTECTIVE LIABILITY INSURANCE

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

HOLD HARMLESS PROVISION

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend

on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

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

Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act).

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

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

CANCELLATION CLAUSE

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

LEGAL COMPLIANCE

The Contractor shall at all times comply with all applicable federal, state, local, municipal ordinances, rules and regulations of all authorities having jurisdiction and shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

SCOPE OF SERVICES FOR THE FENCE INSTALLATION AND REPAIR

All items shall be in accordance with Sections 634, 635 and 636 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

The installation and/or repair of all fences shall be in accordance with the State of Alabama Special and Standard Highway Drawings, latest edition.

The verification of utility locations shall be the responsibility of the contractor.

Any damages to, or repairs of, utilities shall be the responsibility of the contractor.

All traffic control shall be in accordance with the Manual for Uniform Traffic Control Devices (MUTCD), latest edition, and shall be the responsibility of the contractor.

Bidders shall provide cost per item to include all subsidiary items, materials, labor cost and incidentals needed to install fences by the bidder at various Baldwin County locations.

Bidders shall provide an hourly crew labor rate for repair and installation of fences in instances where the COUNTY provides materials. This crew rate shall include all subsidiary items such as equipment, traffic control items, etc. This hourly crew rate shall also be used for removal of existing, if needed, prior to installation of new fences.

BID #WG21-06 RESPONSE FORM
Provision of Fence Installation & Repair
Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

BID #WG21-06 RESPONSE FORM
Provision of Fence Installation & Repair
Page 2 of 2

DELIVERED F.O.B. BALDWIN COUNTY

Chain Link Industrial Fence 4' High (Without Barbed Wire)	\$ _____ L.F.
Chain Link Industrial Fence 5' High (Without Barbed Wire)	\$ _____ L.F.
Chain Link Industrial Fence 6' High (Without Barbed Wire)	\$ _____ L.F.
Chain Link Industrial Fence 6' High (With Barbed Wire)	\$ _____ L.F.
Woven Wire Fence with Wooden Line Posts 5' High (Without Barbed Wire)	\$ _____ L.F.
Woven Wire Fence with Metal Line Posts 5' High (Without Barbed Wire)	\$ _____ L.F.
Woven Wire Fence with Wooden Line Posts 4' High (Without Barbed Wire)	\$ _____ L.F.
Woven Wire Fence with Metal Line Posts 4' High (Without Barbed Wire)	\$ _____ L.F.
Barbed Wire Fence with Wooden Line Posts (4 Strands)	\$ _____ L.F.
Barbed Wire Fence with Metal Line Posts (4 Strands)	\$ _____ L.F.
Barbed Wire Fence with Wooden Line Posts (5 Strands)	\$ _____ L.F.
Barbed Wire Fence with Metal Line Posts (5 Strands)	\$ _____ L.F.
Wooden Privacy Fence 8' High	\$ _____ L.F.
Hourly Labor Rate	\$ _____ /Hour

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

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

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

PROVIDER:

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG21-06**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG21-06 – Provision of Fence Installation and 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 or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

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

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

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

- XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its 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. Any additional contract or 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 Vendor 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. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three (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.

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/ Date
Chairman

WAYNE DYESS/ Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____Notary Public in and for said County, in said State, hereby certify that, 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 _____, 2021.

Notary Public
My Commission Expires

NOTARY AND SIGNATURE PAGE TO FOLLOW

PROVIDER:

Insert Providers Name

_____/_____

By _____/Date

Its _____

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 21-0166, **Version:** 1

Item #: BE7

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-07 - Provision of Pavement Markers and Bituminous Adhesive 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 Pavement Markers and Bituminous Adhesive; 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 pavement markers and bituminous adhesive.

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: 11/17/2020

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 #WG21-07 SPECIFICATIONS

PAVEMENT MARKERS & BITUMINOUS ADHESIVE

Test reports shall be furnished when requested.

All pavement markers shall comply with the latest edition of the Alabama Highway Department Standard Specifications sections 705 and 882.

Adhesives shall comply with the latest edition of the Alabama Highway Department Standard Specifications section 882. Bituminous adhesive used to affix permanent pavement markers to the pavement shall be one of those listed in List V-2 of the Department's manual "Materials, Sources, and Devices with Special Acceptance Requirements."

The adhesive used to affix the temporary markers to the pavement shall be any suitable type of adhesive for the intended purpose, except that in those locations where the markers will be required to be removed, the adhesive shall be a type that will allow for the complete removal of the marker without scarring or disfiguring the pavement.

F.O.B. Supplier's warehouse: Specify location of warehouse.

F.O.B. Baldwin County Highway Shop: **22220 West Blvd, Silverhill, AL, 36576**

- Reflective Class "A" Type 1-A Mono- directional white reflector face with the marker body other than the reflector face shall be white, silver white or a neutral color. (The size will be 4"x4")
- Reflective Class "A" Type 1-B Mono- directional yellow reflector face with the marker body other than the reflector face shall be yellow in color. (The size will be 4"x4")
- Reflective Class "A" Type 2-A Bi- directional 2 white reflector faces with marker body other than the reflector faces shall be of a white, silver white, or a neutral color. (The size will be 4"x4")
- Reflective Class "A" Type 2-B Bi- directional 1 white reflector and 1 yellow face with marker body other than the reflector faces shall be of a white, silver white, or neutral color, or may be ½ yellow on the side with the yellow reflector and ½ white, silver white, or a neutral color on the side with the white reflector. (The size will be 4"x4")
- Reflective Class "A" Type 2-C Bi- directional 1 White reflector and 1 red reflector face with the marker body other than the reflector faces shall be of a white, silver white, or a neutral color or may be 1/2 red on the side with the red reflector and 1/2 white, silver white or a neutral color on the side with the white reflector. (The size will be 4"x4")
- Reflective Class "A" Type 2-D Bi- directional 2 yellow reflector faces with the marker body other than the reflective faces yellow in color. (The size will be 4"x4")

- Reflective Class “A” Type 2-E Bi- directional 1 yellow reflector and 1 red reflector faces shall be yellow in color or may be ½ red on the side with the red reflector and ½ yellow on the side with the yellow reflector. (The size will be 4”x4”)
- Reflective Class “A-H” Type 1-A Mono- directional white reflector face with the marker body other than the reflector face shall be white, silver white or a neutral color. (The size will be 4”x4”)
- Reflective Class “A-H” Type 1-B Mono- directional yellow reflector face with the marker body other than the reflector face shall be yellow in color. (The size will be 4”x4”)
- Reflective Class “A-H” Type 2-A Bi- directional 2 white reflector faces with marker body other than the reflector faces shall be of a white, silver white, or a neutral color. (The size will be 4”x4”)
- Reflective Class “A-H” Type 2-B Bi- directional 1 white reflector and 1 yellow face with marker body other than the reflector faces shall be of a white, silver white, or neutral color, or may be ½ yellow on the side with the yellow reflector and ½ white, silver white, or a neutral color on the side with the white reflector. (The size will be 4”x4”)
- Reflective Class “A-H” Type 2-C Bi- directional 1 White reflector and 1 red reflector face with the marker body other than the reflector faces shall be of a white, silver white, or a neutral color or may be 1/2 red on the side with the red reflector and 1/2 white, silver white or a neutral color on the side with the white reflector. (The size will be 4”x4”)
- Reflective Class “A-H” Type 2-D Bi- directional 2 yellow reflector faces with the marker body other than the reflective faces yellow in color. (The size will be 4”x4”)
- Reflective Class “A” Type 2-E Bi- directional 1 yellow reflector and 1 red reflector faces shall be yellow in color or may be ½ red on the side with the red reflector and ½ yellow on the side with the yellow reflector. (The size will be 4”x4”)
- Reflective Class C Temporary Mono-directional
 - 1-A 1 white reflector face
 - 1-B 1 yellow reflector face
- Reflective Class C Temporary Mono-directional
 - 2-A 2 white reflectors faces
 - 2-B 1 white and 1 yellow reflector face
 - 2-C 1 white and 1 red reflector face
 - 2-D 2 yellow reflector faces
 - 2-E 1 yellow and 1 red reflector
- Fire-Lite Hydrant Spotter-Blue Marker Class A-H type 2 (The size will be 4”x4”)

BID #WG21-07 RESPONSE FORM

Provision of Pavement Markers and Bituminous Adhesive

Page 1 of 3

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

BID #WG21-07 SPECIFICATIONS

Provision of Pavement Markers and Bituminous Adhesive

Page 2 of 3

F.O.B. Baldwin County Highway Shop: 22220 West Blvd, Silverhill, AL 36576**PAVEMENT MARKERS**

	<u>Quantity per Order (Markers)</u>		
Class A	1-100	101-1000	1001-5000
1-A Mono-Directional			
1-B Mono-Directional			
2-A Bi-Directional			
2-B Bi-Directional			
2-C Bi-Directional			
2-D Bi-Directional			
2-E Bi-Directional			
Class A-H Abrasion Resistant Lens Surface	1-100	101-1000	1001-5000
1-A Mono-Directional			
1-B Mono-Directional			
2-A Bi-Directional			
2-B Bi-Directional			
2-C Bi-Directional			
2-D Bi-Directional			
2-E Bi-Directional			
Class C Temporary Markers	1-100	101-1000	1001-5000
1-A Mono-Directional			
1-B Mono-Directional			
2-A Bi-Directional			
2-B Bi-Directional			
2-C Bi-Directional			
2-D Bi-Directional			
2-E Bi-Directional			
Class A-H Fire-Lite Hydrant Spotter-Blue Marker	1-100	101-1000	1001-5000
Type 2			

BITUMINOUS ADHESIVE

	<u>Quantity per Order (Gallons)</u>			
PAVEMENT MARKER ADHESIVE	1/2 gal	1-20 gal	21-50 gal	51-150 gal
TEMPORARY MARKERS ADHESIVE	1/2 gal	1-20 gal	21-50 gal	51-150 gal

BID #WG21-07 SPECIFICATIONS

Provision of Pavement Markers and Bituminous Adhesive

Page 3 of 3

F.O.B. Supplier's Warehouse

Location: _____

PAVEMENT MARKERS

	Quantity per Order (Markers)		
Class A	1-100	101-1000	1001-5000
1-A Mono-Directional			
1-B Mono-Directional			
2-A Bi-Directional			
2-B Bi-Directional			
2-C Bi-Directional			
2-D Bi-Directional			
2-E Bi-Directional			
Class A-H Abrasion Resistant Lens Surface	1-100	101-1000	1001-5000
1-A Mono-Directional			
1-B Mono-Directional			
2-A Bi-Directional			
2-B Bi-Directional			
2-C Bi-Directional			
2-D Bi-Directional			
2-E Bi-Directional			
Class C Temporary Markers	1-100	101-1000	1001-5000
1-A Mono-Directional			
1-B Mono-Directional			
2-A Bi-Directional			
2-B Bi-Directional			
2-C Bi-Directional			
2-D Bi-Directional			
2-E Bi-Directional			
Class A-H Fire-Lite Hydrant Spotter-Blue Marker	1-100	101-1000	1001-5000
Type 2			

BITUMINOUS ADHESIVE

	Quantity per Order (Gallons)			
PAVEMENT MARKER ADHESIVE	1/2 gal	1-20 gal	21-50 gal	51-150 gal
TEMPORARY MARKERS ADHESIVE	1/2 gal	1-20 gal	21-50 gal	51-150 gal



Baldwin County Commission

Agenda Action Form

File #: 21-0167, **Version:** 1

Item #: BE8

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wanda Gautney, Purchasing Director/Wayne Dyess, County Administrator/Matthew Brown, BRATS Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-08 - Provision of Charter Transportation Services 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 Charter Transportation Services; 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 Charter Transportation Services.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 11/17/2020

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 #WG21-08 SPECIFICATIONS

INSTRUCTIONS AND GENERAL INFORMATION

The Baldwin County Commission is seeking a contract for Charter Transportation Services.

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

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

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

The bid shall be based on the premise that the Commission will not be responsible for financing, holding title or licensing of any vehicles. The Contractor must purchase and pay for all fuel utilized for all equipment as required in the performance of this Contract.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. **All exceptions must be listed and attached to the bid response form.**

The Baldwin County Commission intends to award the bid to one vendor.

BIDDER QUALIFICATIONS

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

Written responses must be provided for the following areas. Please use a separate sheet to address items "A" thru "D".

- A. Indicate that the company has a **minimum of five (5) years of experience** in the State of Alabama in bus operations and transportation.
- B. Indicate the number and types of buses, including seating capacity and model year, in your fleet, where the buses will be housed during the contract period, and how that location is adequate for the performance of this contract.
- C. Indicate all contracts that your firm has defaulted on in the past seven years.

- D. Indicate the locations of five (5) Contracts you have had in the past three (3) years. Indicate the size of the contract including the number of buses and drivers required. **Include the telephone numbers and names of the responsible companies.**

LAWS AND REGULATIONS

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

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

COUNTY'S PROTECTIVE LIABILITY INSURANCE

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

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

INDEMNITY AND HOLD HARMLESS PROVISIONS

To the fullest extent allowed by law, the **Contractor** shall indemnify and hold harmless the County, 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, 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 therefrom; and (2) is caused in whole or in part by an act or omission of the **Contractor**, 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 **Contractor** shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of Work until the same shall have been completed and accepted. **Contractor** shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The **Contractor** shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. **Contractor** 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 their officers, agents, employees or representatives by any employee of the **Contractor**, 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 PROVISIONS" 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 **Contractor** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnity obligations set forth in the bid documents and the Contract shall survive the expiration or termination of the Contract.

PRICING

Prices quoted shall be firm for the period of **Twelve (12) months** beginning upon the same date as the full execution of the Contract.

Bids are to reflect a cost breakdown for:

1. A per bus, per day in County Transport
2. A per bus, per day Out of County Transport without overnight stay
3. A per bus, per day Out of County Transport with overnight stay

All trips/services are to include and all peripheral costs (i.e. use of the vehicle, labor, materials, equipment, maintenance, gas, licensing, permits, insurance, bond, lodging etc.)

INVOICES

Invoice submitted from the Contractor for each event shall include the following (itemized):

- Date
- Time
- Vehicle
- License Plate
- Number of Passengers
- Itemized Cost of Service
- Number of miles, start time and end time of service.
- Name of event, any known issues or problems.

CONTRACT PERIOD

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

CONTRACT TERMINATION WITHOUT CLAUSE

The County may be terminated the Contract upon giving thirty (30) days advance written notice of an intention to terminate.

EQUIPMENT

Contractor shall keep all equipment used in the transportation in strict accordance with the State of Alabama Minimum Standards, as well as all federal and local laws. All equipment shall be maintained in sound mechanical condition at all times to pass the required Inspections. Any vehicle that does not comply with inspection requirements shall not be used. All vehicles must have inspections in accordance with all federal, state and local legal requirements.

Contractor shall have working Air Conditioning and Heater and provide equipment as necessary to transport persons in accordance with identified disabilities (wheel chairs).

Buses shall be kept in a clean and sanitary condition at all times and shall not be more than seven (7) years old. All contractor-owned or leased equipment must be open to examination by authorized County personnel during normal working hours.

Contractor shall keep enough standby equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns. Standby vehicles shall meet the same standards as regularly scheduled vehicles.

OPERATIONS

It shall be a primary obligation of the Contractor to operate its affairs so that the Baldwin County Commission will be assured of the continuous, safe, and reliable service.

Contractor shall provide qualified and appropriate drivers for each vehicle operated in performance of this contract.

Drivers must be fully licensed in accordance with all state and federal laws, rules and regulations. Contractor shall provide all drivers with periodic in-service training relative to all facets of the driver's job. All drivers must comply with the provisions for criminal background investigations. The County may do random inspections of the buses and drivers chartered by the County. When an identified County employee inspects the vehicle, the driver will be required to produce their current CDL, Medical Card during the pre-trip/post trip inspections of bus.

The Baldwin County Commission shall have the right to require the dismissal of any person or driver employed by the Contractor whom, in the Baldwin County Commission opinion, is not qualified or appropriate to operate a bus or otherwise assist the Contractor in performing this contract.

Upon request, Contractor's drivers shall assist any handicapped passengers on and off Contractor's vehicles utilizing the proper device that may be needed. Drivers have responsibility for safely seating the handicapped passenger.

The Contractor must provide drivers that are clearly identifiable. Drivers must wear identifying uniforms, and be experienced. Drivers should be friendly and courteous to all passengers. Drivers will present themselves in a professional manner at all times during contract event period. Failure to do so will disqualify said driver from further contracts with the County.

Coordinate transportation schedules with Baldwin County Commission contact person. Inform the County of any delays/updates.

The Contractor Liaison must have the authority to resolve problems such as scheduling, personnel, vehicle problems, etc. that may occur in connection with this Contract.

The Contractor will be responsible for checking arrival and/or departure times.

The Driver must assist with the loading and removal of all baggage, and other equipment into and out of the vehicle.

Transportation schedules are subject to changes up to and including the day of the event. Schedule changes may affect pick-up and/or departure dates, times and/or locations.

Each bidder shall certify that it shall provide a drug free workplace and conduct drug and alcohol testing on all drivers.

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of Federal, State, County, Township, and other local government agencies which may in any manner affect the performance of the contract, and in particular any such laws pertaining to safety and license requirements. The Contractor, in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, age, sex or national

origin, nor otherwise commit an unfair employment practice. If Contractor violates any provisions of any such laws, ordinances, regulations, codes, requirements, etc. then this Contract may be canceled or voided in whole or part.

MANAGEMENT PERSONNEL

The Contractor shall provide a contract manager, and other adequate personnel as necessary to provide proper supervision over its employees and to maintain proper transportation records for County Commission.

SERVICES

The Baldwin County Commission may request transportation services verbally or in writing a minimum of 14 calendar days prior to the proposed trip. All orders must be acknowledged by the Contractor within two (2) calendar days from the date of the order on the Contractors standard confirmation form. If the County requests a trip with less notice than the required 14 days, Contractor's obligations will be subject to the availability of a vehicle.

The Baldwin County Commission reserves the right to cancel any trip with a forty-eight (48) hour notice without penalties/charges.

Parking fees, entrance fees, tolls, and similar incidental trip expenses, if reasonable and necessary for completion of the trip, shall be expenses of the County reimbursable to the Contractor at actual cost. Trip mileage and time shall be from County-requested origin to County-requested destination(s). Added trip mileage or time (if applicable), if approved or ordered by the County, shall be expensed of the County payable to the Contractor at the bid price.

Bid Items 1 through 6 in response form will be individually awarded to the lowest responsible bidder meeting specifications. A bidder may indicate "No-Bid" on any of the items if it does not wish to bid on the particular item.

In the event that the awarded bidder cannot or does not comply with the requirements of this bid for a specific trip request, then the secondary awarded bidder will become the prime supplier for the requested trip. A non-compliant supplier will be noted as non-compliant. After two instances of non-compliance the supplier will be disqualified from future trips under the annual bid.

SUPERVISION OF LOADING AND UNLOADING

The Contractor agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pick-up and delivery points and that the Contractor will provide full-time office operations for reporting of transportation problems.

ARRIVAL AND DEPARTURE TIMES

All buses shall be scheduled to arrive no less than five (5) minutes nor more than fifteen (15) minutes prior to the scheduled arrival time and shall depart no less than ten (10) minutes after scheduled time.

BID #WG21-08 RESPONSE FORM

Provision of Charter Transportation Services

Page 1 of 3

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

All exceptions must be listed and attached to the bid response form.

BID #WG21-08 RESPONSE FORM

Provision of Charter Transportation Services

Page 2 of 3

QUESTIONNAIRE

- Please provide information regarding your company and its officers.
- In the past five (5) years has your company or its officers had any Litigation regarding charter bus service? If yes, how many?
- Provide an after-hours contact number for cases of emergency.
- Provide any other information regarding your company, services, awards etc... which will assist in review of your proposal.
- Indicate the information you will require from the County to schedule service under the proposed contract.
- Provide your company emergency procedures for a disabled bus, i.e. accident, breakdown, etc.... to ensure that a backup bus is sent.
- Provide a Certificate of Insurance naming the Baldwin County Commission as additional insured. Baldwin County Commission will also require proof that the insurance company be rated A-9 or equivalent by Best's Financial Strength Rating Guide.
- Provide a letter ensuring each driver is in a qualified Drug and Alcohol testing pool that meets all Federal standards and requirements.
- Responses to Items A through D under Bidder Qualifications.

BID #WG21-08 RESPONSE FORM**Provision of Charter Transportation Services**

Page 3 of 3

Bid Items 1 through 6 below will be awarded to the lowest responsible bidder meeting the bid specifications. A bidder may indicate “No-Bid” on any of the items that it does not wish to bid on.

A Trip shall consist of the mileage and time from the County-requested origin to County-requested destination(s).

Bid Pricing

1. A per bus, per day, in-County Trip with a vehicle that can accommodate up to 28 passengers.
\$ _____ per mile
\$ _____ for first _____ hours and \$ _____ per hour thereafter
2. A per bus, per day, out-of-County Trip without overnight stay with a vehicle that can accommodate up to 28 passengers.
\$ _____ per mile
\$ _____ for first _____ hours and \$ _____ per hour thereafter
3. A per bus, per day, out-of-County Trip with overnight stay with a vehicle that can accommodate up to 28 passengers.

\$ _____ per mile
\$ _____ for first _____ hours and \$ _____ per hour thereafter
4. A per bus, per day, in-County Trip with a vehicle that can accommodate up to 45 passengers.
\$ _____ per mile
\$ _____ for first _____ hours and \$ _____ per hour thereafter
5. A per bus, per day, out-of-County Trip without overnight stay with a vehicle that can accommodate up to 45 passengers.
\$ _____ per mile
\$ _____ for first _____ hours and \$ _____ per hour thereafter
6. A per bus, per day, out-of-County Trip with overnight stay with a vehicle that can accommodate up to 45 passengers.
\$ _____ per mile
\$ _____ for first _____ hours and \$ _____ per hour thereafter

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER:

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those 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:

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 #WG21-08”**, 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 #WG21-08 named, Provision of Charter Transportation Services 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 \$ _____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon the expiration of twelve (12) months or upon written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. 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:

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/ Date
Chairman

WAYNE DYESS/ Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, 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 _____, 2021.

Notary Public
My Commission Expires

NOTARY AND SIGNATURE PAGE TO FOLLOW

PROVIDER:

Insert Providers Name

_____/_____

By _____/Date

Its _____

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 21-0150, **Version:** 1

Item #: BE9

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Amendment No. 3 to the 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. 3 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, to Extract or Grind in place Hazardous Stumps from County owned property (other than Rights-of-Ways) as per the attached Amendment.

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.

11/03/2020 meeting: Approved 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: CrowderGulf, LLC, has submitted Amendment No. 3 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 "Extracting or Grinding" in place Hazardous Stumps from County owned property (other than Rights-of-Ways) to meet the FEMA guidelines.

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: 11/17/2020

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

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

Rev. October 28, 2020

RE: Proposal For Contract Amendment #3

Ms. Graham,

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

Proposed Rate to:

Cut and remove hazardous trees and limbs for County owned property (Other than ROW). Resulting to debris to be hauled under debris collection and haul rate for County property other than ROW.

Item	Proposed Rate	UoM	Comparable Rates
Cut and Drop trees between 6" – 12"	\$450.00	Tree	City of Alexandria, LA. Cut and Drop Trees: between 6" – 12" = \$450.00/Tree between 12.1" – 24" = \$900.00/Tree between 24.1" – 48" = \$1,400.00/Tree greater than 48" = \$1,800.00/Tree hanging limbs = \$200.00/Tree City of Gulf Shores, AL. Cut and Drop Trees: between 6" – 12" = \$450.00/Tree between 12.1" – 24" = \$900.00/Tree between 24.1" – 48" = \$1,400.00/Tree greater than 48" = \$1,800.00/Tree hanging limbs = \$200.00/Tree City of Orange Beach, AL. Cut and Drop Trees: between 6" – 12" = \$450.00/Tree between 12.1" – 24" = \$900.00/Tree between 24.1" – 48" = \$1,400.00/Tree greater than 48" = \$1,800.00/Tree hanging limbs = \$200.00/Tree
Cut and Drop trees between 12.1" – 24"	\$900.00	Tree	
Cut and Drop trees between 24.1" – 48"	\$1,400.00	Tree	
Cut and Drop trees greater than 48"	\$1,800.00	Tree	
Cut and Drop hanging limbs	\$200.00	Tree	

Collect and haul debris from County owned property (other than ROW), to DMS.

Item	Proposed Rate	UoM	Comparable Rates
Collect and haul loose debris from County owned property (other than ROW), to DMS.	\$23.00	Cubic Yard	City of Panama City: \$24.00/CY City of Orange Beach: \$23.00/CY City of Gulf Shores: \$23.00/CY Avg: \$23.33/CY

Add the verbiage "Extract or Grind in Place" to stump removal line items to allow for grinding stumps in place:

Item	UoM	Rate
Hazardous Stumps 24"-36" diameter (Extract or Grind in Place)	Each	\$175.00
Hazardous Stumps 37"-48" diameter (Extract or Grind in Place)	Each	\$250.00
Hazardous Stumps + 49" diameter (Extract or Grind in Place)	Each	\$325.00

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.

Best Regards,

Reid Loper

A handwritten signature in black ink, appearing to read "Reid Loper", written over a horizontal line.

Vice President
CrowderGulf, LLC.

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



Baldwin County Commission

Agenda Action Form

File #: 21-0170, **Version:** 1

Item #: BE10

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wanda Gautney, Purchasing Director/Terri Graham, Solid Waste Director/Ed Fox, Landfill Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Amendment No. 4 to the 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. 4 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, for pushing and stock piling mulch at various Baldwin County Solid Waste final disposal sites in the amount of **\$1.00 per Cubic Yard**.

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.

11/03/2020 meeting: Approved 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.

11/17/2020 meeting: Amendment #3 is pending approval on this date.

Background: CrowderGulf, LLC, has submitted Amendment No. 4 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 pushing and stock piling mulch at various Baldwin County Solid Waste final disposal sites in the amount of \$1.00 per cubic yard. The funding will come from the Baldwin County Solid Waste Budget.

FINANCIAL IMPACT

Total cost of recommendation: Unknown

Budget line item(s) to be used: Solid Waste Budget

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: 11/17/2020

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

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

November 2, 2020

RE: Proposal For Contract Amendment #4

Ms. Graham,

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

Proposed Rate to:

Pushing and stacking/stock piling of mulch and various BCSW final disposal sites (FDS).

Item	Proposed Rate	UoM	Comparable Rates
Push and stacking/stockpiling of mulch at FDS	\$1.00	Cubic Yard	Line item #13 of the contract, "Debris Management Site Supervision" = \$1.00/CY

This activity to be invoiced directly to Baldwin County Solid Waste.

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.

Best Regards,

Reid Loper



Vice President
CrowderGulf, LLC.

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



Baldwin County Commission

Agenda Action Form

File #: 21-0141, **Version:** 1

Item #: BE11

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wanda Gautney, Purchasing Director/Ron Ballard, Juvenile Detention Center Director/Brian Peacock, Communications Information Systems Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Request for Proposals (RFP) for the Purchase and Implementation of a Juvenile Justice Information System Software Solution for the Baldwin County Juvenile Detention Center

STAFF RECOMMENDATION

Award the Request for Proposals (RFP) for the purchase and implementation of a Juvenile Justice Information System Software Solution for the Baldwin County Juvenile Detention Center to the vendor who submitted the lowest priced proposal, **Handel Information Technologies, Inc.**, as per the attached Award Listing and authorize the Chairman to execute the Contract. (Contract is effective on the date of its' full execution.)

BACKGROUND INFORMATION

Previous Commission action/date:

09/15/2020 meeting: Approved the attached Request for Proposals (RFP) for the purchase and implementation of a Juvenile Justice Information System Solution for the Baldwin County Juvenile Detention Center and authorized the Purchasing Director to advertise the RFP.

Background: The Commission approved during their September 15, 2020 meeting, the Request for Proposals be advertised for a Juvenile Justice Information System Software Solution that includes software, implementation and support services as defined in this Request for Proposals (RFP). The RFP's were received in the Purchasing Office on October 21, 2020, at 2:00 p.m. Two (2) firms submitted a proposal. The RFP's were tabulated based on information and pricing provided. The lowest price was received from Handel Information Technologies, Inc. Staff feels that Handel Information Technologies, Inc. met or exceeded the requirements set out in the RFP and will provide the work defined in the RFP a system that will meet the complexity required by the Baldwin County Juvenile Detention Center. Handel Information Technologies, Inc. provided the option for either remote or on-site training. Staff recommendation is to choose remote training, which is a cost savings of \$1,464.00 compared to on-site training. Award Listing and Tabulation is attached for review.

The funding for this project was approved during the Fiscal Year 2021 budget cycle.

FINANCIAL IMPACT

Total cost of recommendation: \$98,351.04

Budget line item(s) to be used: 52610.5500

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

The Fiscal Year 2021 Budget included \$60,000 towards the purchase of a software program for Baldwin County Juvenile Detention Center. Staff is requesting that the purchase of the software (\$98,351.04) be approved and the additional funding that is required will come from Fund 105 Fund Balance - to be submitted via Budget Amendment Resolution at a later date.

LEGAL IMPACT

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

Standard County Contract for Professional Services

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: 11/17/2020

Individual(s) responsible for follow up: Wanda Gautney/Purchasing Director, Christie Davis/Senior Budget Accountant

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

Purchasing staff - letter to vendors; Budget staff - budget amendment resolution to be submitted for Commission approval at a later date.

Additional instructions/notes: N/A

REQUEST FOR PROPOSALS - AWARD LISTING

Implementation of Baldwin County Juvenile Justice Information System Software Solutions

BIDDER:	Handel Information Technologies, Inc.
Implementation Initial Cost:	Remote \$52,521.00
Training Cost:	\$4,320.00
Additional Costs:	One-time License Fee: \$33,336.00
Reoccurring Annual Support Cost:	\$681.17 monthly - \$8,174.04 annual
	Total Cost: \$98,351.04
Exception: None	

REQUEST FOR PROPOSALS - TABULATION

Implementation of Baldwin County Juvenile Justice Information System Software Solutions

BIDDER: Handel Information Technologies, Inc.		
Implementation Initial Cost:	Remote	\$52,521.00
	On-Site	\$53,985.00
Training Cost:		\$4,320.00
Additional Costs:	One-time License Fee:	\$33,336.00
Reoccurring Annual Support Cost:		\$681.17 monthly - \$8,174.04 annual
	Total Cost - Remote Option:	\$98,351.04
	Total Cost - On-Site Option:	\$99,816.04
Exception: None		

BIDDER: Elixir Lab USA Inc. (d/b/a Cardinality.ai)		
Implementation Initial Cost:		\$100,000.00
Training Cost:		\$10,000.00
Additional Costs:	Hosting	\$60,000.00 for Year 1 - 3
Reoccurring Annual Support Cost:		\$30,000.00
		Total Cost: \$200,000.00
Exception: An out-of-state vendor not registered with the Alabama Secretary of State to do business in Alabama as required by Alabama Law		

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional 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 **Handel Information Technologies, Inc.**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on September 15, 2020, the COUNTY authorized staff to solicit a Request for Proposals (RFPs) for the Purchase and Installation of a Juvenile Justice Information System Software Solution for the Baldwin County Juvenile Detention Center; and

Whereas, the PROVIDER responded to the RFP and was chosen by the COUNTY to provide the needed services in accordance with the RFP and Response.

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: Handel Information Technologies, Inc.

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional 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: Handel Information Technologies, Inc.
P.O. Box 1453
Laramie, WY 82073
ATTN: Steve Koenig

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 **"Request for Proposals,"** the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in the Request for Proposals for the Purchase and Installation of a Juvenile Justice Information System Software Solution for the Baldwin County Juvenile Detention Center."

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

XVII. General Responsibilities of the COUNTY.

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

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

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

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid 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 six (6) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of six (6) months or either by giving ten (10) days written notice of such to the other party. [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 referred to in this Section XXIV as “COUNTY”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

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.

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/
County Administrator

Date

NOTARY AND SIGNATURE PAGE TO FOLLOW

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 seal on this the _____ day of _____, 2020.

Notary Public
My Commission Expires

PROVIDER:

Handel Information Technologies, Inc.

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of Handel Information Technologies, 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 foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Handel Information Technologies, Inc.

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

Notary Public
My Commission Expires

REQUEST FOR PROPOSALS - AWARD LISTING

Implementation of Baldwin County Juvenile Justice Information System Software Solutions

BIDDER:		Handel Information Technologies, Inc.
Implementation Initial Cost:	Remote	\$52,521.00
Training Cost:		\$4,320.00
Additional Costs:	One-time License Fee:	\$33,336.00
Reoccurring Annual Support Cost:		\$681.17 monthly - \$8,174.04 annual
	Total Cost:	\$98,351.04
Exception: None		



Baldwin County Commission

Agenda Action Form

File #: 21-0165, **Version:** 1

Item #: BE12

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Ronald J. Cink, Budget Director

Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE

Fiscal Year 2021 Budget Amendment #2 - Resolution #2021-019

STAFF RECOMMENDATION

Adopt Resolution #2021-019 amending the Fiscal Year 2021 Budget (Resolution #2020-126 and Resolution #2020-127, adopted September 22, 2020) to authorize the use of Fund Balance in Funds 001, 105, and 111 for FY21 expenditures.

BACKGROUND INFORMATION

Previous Commission action/date: Fiscal Year 2021 Budget was passed on September 22, 2020.

Background: The Fiscal Year 2021 Budget was passed on September 22, 2020 via Resolution #2020-126 and Resolution #2020-127. Department Heads for the EMA (Fund 001) and Highway (Fund 111) Departments respectfully request that Fund Balance be used to roll over budgeted funds from FY20 to FY21 (projects that weren't able to be completed and/or available funding from FY20 to be used for FY21 projects). The Department Head for the Juvenile Detention Center (Fund 105) respectfully requests that Fund Balance be used to fund the additional budget required to purchase software that was approved during the FY21 budget.

FINANCIAL IMPACT

Total cost of recommendation: Budget Resolution totals to \$1,174,500, but the funds being used represent leftover funding from FY20.

Budget line item(s) to be used: Various

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: N/A

Individual(s) responsible for follow up: Budget Staff

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

Budget Staff will enter the budget resolution upon Commission approval.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2021-019
OF THE
BALDWIN COUNTY COMMISSION**

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby amend the Baldwin County Fiscal Year 2021 Budget and that the following estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
52300.5211.1	EMA – Small Office & Computer Equipment	34,129	
52610.5500	JDC - Capital	38,351	
HW21110000.5150	Highway project – Pine Grove Rd. Ext – Bridge Repair	50,000	
HW21116000.5150	Highway project – CR 55 & SR 104 Intersection	199,000	
HW21095000.5165	Highway project – Pine Grove Rd. Ext – Bridge Replace	15,000	
HW21101000.5406	Highway project – Extend CR 20 from EOP to CR65	64,700	
HW21100000.5406	Highway project – Extend Pleasant Rd. from SR 1	40,000	
HW21115000.5150	Highway project – FY21 Mitigation Area 1	209,436	
HW21097000.5150	Highway project – ADA Compliance – Phase IV	23,884	
HW21093000.5150	Highway project – CR34 S/ E Trib Bridge Replace	500,000	
1.35000	General Fund – Fund Balance		34,129
105.35000	JDC – Fund Balance		38,351
111.35000	Highway – Fund Balance		1,102,020

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 17th day of November 2020.

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0162, **Version:** 1

Item #: BJ1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Huey Hoss Mack, Sheriff of Baldwin County

Submitted by: Connie Dudgeon, Director of Finance, BCSO

ITEM TITLE

Amended Memorandum of Understanding - School Resource Officer (SRO) Programs at Baldwin County Public Schools - City of Fairhope and City of Daphne

STAFF RECOMMENDATION

Approve an amended Memorandum of Understanding between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Public Schools (Baldwin County Board of Education) and the following municipalities which increases the funding appropriation annually to the schools within each municipality for the administration of the School Resource Officer Program within the municipality:

City of Fairhope - add an additional SRO officer to the Fairhope High School for a total of (2) Two SROs at the school.

City of Daphne - add an SRO officer to the Baldwin County Virtual School

The additional funding will be provided by the Baldwin County Board of Education and the Municipality:

The amended Memorandum of Understanding shall be effective as of August 12, 2020, and shall remain in effect for a period of two (2) years from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties.

BACKGROUND INFORMATION

Previous Commission action/date: August 18, 2020

Background: The Baldwin County Commission (BCC), Baldwin County Sheriff's Office (BCSO), Baldwin County Public School System (BCPS) and certain Baldwin County municipalities have agreed to work together to provide assistance in the establishment of School Resource Officer (SRO) Programs at the public schools within Baldwin County. The Municipality and the BCPS will provide

funding and personnel for the SRO Program within the Municipality and the BCSO and BCC will provide administrative assistance for the SRO Program within the Municipality pursuant to the MOU.

The SRO's perform three different roles while operating inside public schools. They perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes. The School Resource Officer Program involves the assignment of police officer to a public school as an SRO.

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 - send correspondence to each municipality involved, cc: Eddie Tyler, BOE, and Sheriff Huey Hoss Mack, BCSO.

Once City Council approves the document and it is executed by the municipality, have MOU executed by Sheriff Mack and Superintendent Tyler. Commission Chairman will sign the MOU last

and fully executed MOU will then be sent to BCSO, BOE and Municipalities.

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

Additional instructions/notes: N/A

**MEMORANDUM
OF
UNDERSTANDING**

between

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY SHERIFF'S OFFICE
BALDWIN COUNTY PUBLIC SCHOOLS

and

CITY OF FAIRHOPE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the "BCPS") and the City of Fairhope, Alabama (the "Municipality"), effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to provide assistance in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS, the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS, the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BCSO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as a SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign a SRO to campuses within the corporate limits of the Municipality, which include, Fairhope Middle School, Fairhope East Elementary, Fairhope West Elementary, J. Larry Newton Elementary and two SRO officers to Fairhope High School. SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality and its Police Department.
2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.
3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.
4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.
5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.
6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.
7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Municipality will employ one (1) SRO per public school within the Municipality as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars (\$50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2020, and the tenth (10th) day of January, April, July, and October of each year thereafter, the Municipality shall submit invoices to BCPS for the previous three (3) months of service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.

D. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisory shall be _____. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer assigned to provide the law enforcement

expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the following basic qualifications:

- a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.
 - b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.
 - c. Shall be capable of conducting in depth criminal investigations.
 - d. Shall possess an even temperament and set a good example for students; and
 - e. Shall possess communication skills which would enable the officer to function effectively within the school environment.
2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).
3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.
4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Municipality's Police Department. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.
6. The SRO's immediate supervisor and chain of command in the Municipality's Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Municipality's Chief of Police, or his designee.
7. The SRO shall wear the uniform required by the Municipality and operate a marked

cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.
9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.
10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Municipality will be accomplished through the use of the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Municipality's Police Department.
11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the Principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.
12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.
13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.
14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.
2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in a given matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.
4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.
5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Municipality. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the particular school.
6. The BCPS shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public-school system.

C. Baldwin County Sheriff's Office

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to

pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.
3. The BCSO shall have authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

D. Baldwin County Commission

1. Upon receipt by the Baldwin County Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk/Treasurer shall issue a check to the Municipality as payment for the approved invoices.
2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

E. Baldwin County Public Schools

1. On or before October 10, 2020, and the tenth (10th) day of January, April, July and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality.
2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V

SRO INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.

B. The principal, or his/her designee, shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.

C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Municipality's Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

PART VI

ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. (*New Jersey v. T.L.O.*, 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2020, and shall remain in effect for a period of two (2) years from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This

MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY SHERIFF'S OFFICE

_____/_____
Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, 2020.

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

**BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education**

_____/_____
Eddie Tyler, Superintendent Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this _____day of _____, 2020.

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

CITY OF FAIRHOPE, ALABAMA

_____/ _____
Sherry Sullivan, Mayor Date

ATTEST: _____
Lisa A. Hanks, City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Karen Wilson, whose name as Mayor of the City of Fairhope, Alabama, and Lisa A. Hanks, whose name as City Clerk of the City of Fairhope, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal this _____ day of _____, 2020.

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

BALDWIN COUNTY COMMISSION

Joe Davis, III
Chairman

/

Date

ATTEST:

Wayne Dyess
County Administrator

/

Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Billie Jo Underwood, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____ day of _____, 2020.

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

**MEMORANDUM
OF
UNDERSTANDING**

between

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY SHERIFF'S OFFICE
BALDWIN COUNTY PUBLIC SCHOOLS

and

CITY OF DAPHNE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the "BCPS") and the City of Daphne, Alabama (the "Municipality"), effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to provide assistance in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS, the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS, the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BCSO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign a SRO to campuses within the corporate limits of the Municipality, which include Daphne High School, Daphne Middle School, Daphne North Elementary School, Daphne East Elementary School, Baldwin County Virtual School and W.J. Carroll Intermediate School. SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality and its Police Department.
2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.
3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.
4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.
5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.
6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.
7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Municipality will employ one (1) SRO per public school within the Municipality as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars (\$50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2020, and the tenth (10th) day of January, April, July, and October of each year thereafter, the Municipality shall submit invoices to BCPS for the previous three (3) months of service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.

D. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisory shall be _____. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer assigned to provide the law enforcement

expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the following basic qualifications:

- a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.
 - b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.
 - c. Shall be capable of conducting in depth criminal investigations.
 - d. Shall possess an even temperament and set a good example for students; and
 - e. Shall possess communication skills which would enable the officer to function effectively within the school environment.
2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).
3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.
4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Municipality's Police Department. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.
6. The SRO's immediate supervisor and chain of command in the Municipality's Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Municipality's Chief of Police, or his designee.
7. The SRO shall wear the uniform required by the Municipality and operate a marked

cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.
9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.
10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Municipality will be accomplished through the use of the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Municipality's Police Department.
11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the Principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.
12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.
13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.
14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.
2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in a given matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.
4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.
5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Municipality. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the particular school.
6. The BCPS shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public-school system.

C. Baldwin County Sheriff's Office

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to

pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.
3. The BCSO shall have authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

D. Baldwin County Commission

1. Upon receipt by the Baldwin County Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk/Treasurer shall issue a check to the Municipality as payment for the approved invoices.
2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

E. Baldwin County Public Schools

1. On or before October 10, 2020, and the tenth (10th) day of January, April, July and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality.
2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V

SRO INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.

B. The principal, or his/her designee, shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.

C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Municipality's Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

PART VI

ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. (*New Jersey v. T.L.O.*, 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2020, and shall remain in effect for a period of two (2) years from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This

MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY SHERIFF'S OFFICE

_____/_____
Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, 2020.

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

**BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education**

_____/_____
Eddie Tyler, Superintendent Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this _____day of _____, 2020.

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

CITY OF DAPHNE, ALABAMA

_____/ _____
Robin LeJeune, Mayor Date

ATTEST: _____
Candace G. Antinarella, City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dane Haygood, whose name as Mayor of the City of Daphne, Alabama, and Candace G. Antinarella, whose name as City Clerk of the City of Daphne, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal this _____ day of _____, 2020.

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

BALDWIN COUNTY COMMISSION

Joe Davis, III
Chairman

/ _____
Date

ATTEST:

Wayne Dyess
County Administrator

/ _____
Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Billie Jo Underwood, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____ day of _____, 2020.

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



Baldwin County Commission

Agenda Action Form

File #: 21-0161, **Version:** 1

Item #: BJ2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Huey Hoss Mack, Sheriff of Baldwin County

Submitted by: Connie Dudgeon, Director of Finance, BCSO

ITEM TITLE

*Submission of the Baldwin County Sheriff's Office Equitable Sharing Agreement and Certification Report for the Department of Justice and the Department of Treasury for Fiscal Year Ending September 30, 2020

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the Baldwin County Sheriff's Office to submit the Equitable Sharing Agreement and Certification Report for Fiscal Year 2019-2020, to the U.S. Department of Justice, detailing the funds received and spent by the Baldwin County Sheriff's Office from federal forfeited cash from cases that the Baldwin County Sheriff's Office has participated in during Fiscal Year 2019-2020; and
- 2) Authorize Connie Dudgeon, Director of Finance for the Baldwin County Sheriff's Office, to upload the Agreement to the Department of Justice through their eShare portal.

BACKGROUND INFORMATION

Previous Commission action/date: 11/19/2019

Background:

The Baldwin County Sheriff's Office participates in the Federal Equitable Sharing Program with the Department of Justice and the Department of Treasury. The Baldwin County Sheriff's Office receives forfeited cash and property from federal cases that the Baldwin County Sheriff's Office participates in. An annual report is required to be submitted within sixty (60) days of the fiscal year end to the Department of Justice and Department of Treasury showing the amount of funds the Baldwin County Sheriff's Office received during the fiscal year and how those funds were used. The Office of Examiners of Public Accounts audits this account each year when the Baldwin County Commission is audited.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administrative Staff and BCSO Director of Finance

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

1. Administrative Staff: Send executed Agreement to Connie Dudgeon at BCSO.
2. Mrs. Dudgeon will upload the Agreement to the Department of Justice and will provide the Baldwin County Commission verification for their records that the Agreement was uploaded and accepted by the Department of Justice.

Additional instructions/notes: **The Agreement will be forthcoming before the Work Session.**



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: AL0050000
Agency Name: Baldwin County Sheriff's Office
Mailing Address: 310 Hand Avenue
Bay Minette, AL 36507

Type: Sheriff's Office

Agency Finance Contact

Name: Dudgeon, Connie M
Phone: 2515802508

Email: cdudgeon@baldwincountyal.gov

Jurisdiction Finance Contact

Name: Harrison, Cian
Phone: 2519370303

Email: Cian.Harrison@baldwincountyal.gov

ESAC Preparer

Name: Dudgeon, Connie M
Phone: 2515802508

Email: cdudgeon@baldwincountyal.gov

FY End Date: 09/30/2020

Agency FY 2021 Budget: \$33,617,943.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$451,177.84	\$148.95
2	Equitable Sharing Funds Received	\$217,436.21	\$4,752.63
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$11,603.60	\$797.10
5	Interest Income	\$4,260.42	\$2.95
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$684,478.07	\$5,701.63
7	Equitable Sharing Funds Spent (total of lines a - n)	\$165,538.53	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$518,939.54	\$5,701.63

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$158,362.12	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$7,176.41	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$165,538.53	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds	\$11,603.60	\$797.10

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** James Hall**Company:** Alabama Department of Public Examiners**Phone:** 334-242-9200**Email:** James.Hall@examiners.alabama.gov

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☒ NO ☐

Prior year Single Audit Number Assigned by Harvester Database: 832065

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Mack, Huey Hoss
Title: Sheriff
Email: hmack@baldwincountyal.gov

Signature: Submitted Electronically

Date: 11/18/2020

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Davis III, Joe
Title: Chairman, Baldwin County Commi
Email: Joe.Davis@baldwincountyal.gov

Signature: Submitted Electronically

Date: 11/18/2020

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



Baldwin County Commission

Agenda Action Form

File #: 21-0172, **Version:** 1

Item #: BL1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE

Magnolia Landfill Financial Assurance

STAFF RECOMMENDATION

Recognize the Closure & Post Closure Liability Accrual for Magnolia Landfill for fiscal year 2020. Total accrual will be \$319,788.54. No cash transfer is needed this fiscal year. Cash account is funded as required to date.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background: In an effort to properly document and record in the Baldwin County Commission's meeting records, the Clerk/Treasurer and Development and Environmental Director will annually come to the Baldwin County Commission to recognize the financial assurance accrual calculation and request any monies needed to fund the reserve account be transferred. The annual accrual and cash transfer are done in accordance with the Code of Alabama 1975, Section 22-27-8, Financial Assurance.

- (a) All persons having or requesting a permit for the operation of a municipal solid waste landfill shall establish and maintain financial assurance for proper closure, post-closure care, or corrective action in the form and amount the department specifies by regulation. This requirement is applicable to all municipal solid waste landfills required by federal law or regulations to demonstrate such assurance.
- (b) All municipal solid waste landfills permitted or to be permitted by the department shall submit financial assurance forms and supporting documents to the department, and such forms and documents shall establish that there is funding to the appropriate levels required by department regulation. The financial assurance mechanism shall be maintained for the life of the municipal solid waste landfill, and for a period of not less than thirty (30) years after closure, unless the owner or operator demonstrates to the director that a period less than thirty (30) years is sufficient to protect human health and the environment and the director approves this demonstration, or the solid waste is removed and the department determines that no waste or contamination remains at the site. The department may extend post-closure care or

corrective action periods for longer than thirty (30) years when necessary to protect human health and the environment.

- (c) The financial assurance and requirements established by the department pursuant to this section shall in all respects comply with Environmental Protection Agency rules and regulations regarding closure, post-closure care, or corrective action for a municipal solid waste landfill. In no event shall the department require financial assurance or other requirements pursuant to this section which are more stringent than the Environmental Protection Agency requirements in effect at the time.
- (d) The department may adopt rules necessary to implement this section.

FINANCIAL IMPACT

Total cost of recommendation: \$319,788.54

Budget line item(s) to be used: 510.26802.01

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: 11/19/2020

Individual(s) responsible for follow up: Finance and Accounting


Action required (list contact persons/addresses if documents are to be mailed or emailed):
Accounting to post Accrual Journal Entry.

Additional instructions/notes: N/A



Baldwin County Solid Waste
15140 County Road 49
Summerdale, AL 36580
251-972-6878

MEMO

To: John Marino
From: Terri Graham 
Date: October 18, 2020
Subject: Cubic Yards in Lined Cell

We received 222,658.99 cubic yards of material that went into the lined cell for the period October 1, 2019 to September 30, 2020.

If you have any questions, please let me know.

Journal Voucher Number_____

Closure & Post Closure Liability Fund 510

Date: **FY20 Year End**

Description	Account No.	Amount-DR	Amount-CR
Closure & Post Closure FY20	54300.5470	319,788.54	
Current Year Part	510.26802.01		319,788.54
Remove Prior Year Balance	510.26802.01	625,951.26	
Add to Non-Current Balance	510.26802		625,951.26
Totals		945,739.80	945,739.80

Prepared By / Date:

Suzanne Doughty 10/18/20

Closure & Post Closure Liability Calculation Fund 510

FY20

Closure Cost 2020	7,184,340.62
Post Closure Cost 2019	6,044,280.00
Total 2019	<u>13,228,620.62</u>

2020 Increase by CPI (1.9%)	0.00
Already included in cost calculation by CDG per letter dated 07/16/20	<u>13,228,620.62</u>

Total Capacity = 12,137,439 cubic yards
Revised per letter dated 08/19/15 from CDG Engineers
& Associates, Inc.

2010 Capacity Used 223,568.71 cubic yards
 2011 Capacity Used 225,258.44 cubic yards
 2012 Capacity Used 216,405.80 cubic yards
 2013 Capacity Used 216,989.97 cubic yards
 2014 Capacity Used 215,473.90 cubic yards
 2015 Capacity Used 107,089.10 cubic yards
 from 12/14/14 to 09/30/15
 2016 Capacity Used 199,798.06 cubic yards
 2017 Capacity Used 184,160.31 cubic yards
 2018 Capacity Used 198,398.48 cubic yards
 2019 Capacity Used 206,715.50 cubic yards
 2020 Capacity Used 222,658.99 cubic yards

Formula:

Estimated Total Current Cost X Cumulative Capacity Used - Amount Previously Recognized = Amount to Record in FY
 Total Estimated Capacity

Calculation:

\$13,228,620.62 X (222,658.99 cubic yards + 4,013,434.45 cubic yards)
 12,137,439 cubic yards - \$4,297,138.72 = \$319,788.54

See attached letters for supporting documentation of amounts used in the calculations.

Trial Balance Inquiry by BU - Trial Balance / Ledger Comparison

Query: **All Records**

✓ ✖ ⌂ Row Tools

Skip to Account *

510.26802

☐ Select / Skip To

Ledger Type 1

BA ▼

Budget Amount

Level Of Detail

9

☐ Period / Date

Ledger Type 2

AA ▼

General Ledger

LT 1 Thru Date

09/30/2020

Type/Subledger

▼

*

LT 2 Thru Date

09/30/2020

Records 1 - 116 > <

Customize Grid YTD

<input type="checkbox"/>	Account Description	Budget Amount Balance	General Ledger Balance	Variance Balance	% Variance	Account Number	Budget Amount Period Balance	General Ledger Period Balance	Variance Period Bal
<input type="checkbox"/>	Solid Waste								
<input type="checkbox"/>	Closure & Post-Closure		3,671,187.46-	3,671,187.46		510.26802			
<input type="checkbox"/>	Current Closure & Post-Closure		625,951.26-	625,951.26		510.26802.01			
<input type="checkbox"/>	Closure & Post-Closure		4,297,138.72-	4,297,138.72		510.26802			

Baldwin County Solid Waste Department	15140 County Road 49	
	Summerdale, AL 36580	
	P 251-972-6878	
Period:	10/1/2019 to 9/30/2020	
Facility:	BCC-MAGNOLIA, BCC- TRANSFER & BCC-COM	
Report:	Lined Subtitle D Cell	
<u>Material</u>	<u>Description</u>	<u>Tons</u>
L1	RESIDENTIAL	93,395.96
L1-TRS	RESIDENTIAL TRS	492.99
L1-ELBERTA	RESIDENTIAL	536.15
L10	ASBESTOS	20.13
L11	COMM E-WASTE	0.00
L1P	RESIDENTIAL GARBAGE PERMITTED	4.86
L2	COMMERCIAL	77,046.45
L2-TRS	COMMERCIAL TRS	9,338.31
L3	TREATED LUMBER	241.89
L4	INERT/GARBAGE MIX	441.18
L4-TRS	INERT/GARBAGE MIX TRS	98.58
L5	SPECIAL HANDLING	8,078.48
L5-TRS	SPECIAL HANDLING TRS	118.94
L6	CARRION	27.17
L6-TRS	CARRION TRS	4.30
L9	INBOUND FROM MCB	394.45
Grand Totals		190,239.84
Compaction Ratio 1,708.8 lbs/cy		2,000.00
per CDG 1/20/2015		1,708.80
		1.170411985
2020 Capacity Used		222,658.98
Generated by: COREASPLTFsdoughty on 10/16/2020 at 10:54:11AM P:\EnCORE\ELTF\Reports\Scaling\ADEM Reports\ADEM Lined subtitle D Cell.rpt Page -1 of 1		



Baldwin County Solid Waste Department
15140 County Road 49
Summerdale, AL 36580

Revised for CY Rate Change Effective 04/01/19

P 251-972-6878
F 251 580-2582

Report: **Lined Subtitle D Cell**
Period: 10/1/2019 to 9/30/2020
Facility: BCC-MAGNOLIA
Materials: L9,L7,L6-TRS,L6,L5-TRS,L5 -
SAND,L5,L4-TRS,L4,L3-TRS,L3,L2-TRS,L2,L1P,L11,L10,L1-TRS,L1-ELBERTA,L1,L0

<u>Material</u>	<u>Description</u>	<u>Tons</u>	<u>Net Amount</u>	<u>Tickets</u>
L1	RESIDENTIAL	82,077.42	\$2,415,740.22	10,581
L1-ELBERTA	RESIDENTIAL	536.15	\$15,548.35	56
L10	ASBESTOS	20.13	\$785.85	9
L11	COMM E-WASTE	0.00	\$450.00	3
L1P	RESIDENTIAL GARBAGE PERM	1.56	\$179.00	50
L2	COMMERCIAL	76,864.41	\$2,459,612.72	9,556
L3	TREATED LUMBER	241.89	\$4,133.30	168
L4	INERT/GARBAGE MIX	441.18	\$17,206.02	164
L5	SPECIAL HANDLING	8,078.48	\$315,060.72	490
L6	CARRION	25.42	\$1,067.04	98
L9	INBOUND FROM MCB	394.45	\$0.00	30
Grand Totals		168,681.08	\$5,399,073.37	21,205



Baldwin County Solid Waste Department
15140 County Road 49
Summerdale, AL 36580

Revised for CY Rate Change Effective 04/01/19

P 251-972-6878
F 251 580-2582

Report: **Lined Subtitle D Cell**
Period: 10/1/2019 to 9/30/2020
Facility: BCC-TRANSFER
Materials: L9,L7,L6-TRS,L6,L5-TRS,L5 -
SAND,L5,L4-TRS,L4,L3-TRS,L3,L2-TRS,L2,L1P,L1,L10,L1-TRS,L1-ELBERTA,L1,L0

<u>Material</u>	<u>Description</u>	<u>Tons</u>	<u>Net Amount</u>	<u>Tickets</u>
L1	RESIDENTIAL	11,076.86	\$321,481.59	1,759
L1-TRS	RESIDENTIAL TRS	492.99	\$14,296.71	55
L1P	RESIDENTIAL GARBAGE PERM	3.30	\$294.52	82
L2	COMMERCIAL	182.04	\$5,848.72	191
L2-TRS	COMMERCIAL TRS	9,338.31	\$438,903.08	1,276
L4	INERT/GARBAGE MIX	0.53	\$20.67	1
L4-TRS	INERT/GARBAGE MIX TRS	98.58	\$5,323.32	24
L5-TRS	SPECIAL HANDLING TRS	118.94	\$6,422.76	29
L6	CARRION	1.75	\$103.74	21
L6-TRS	CARRION TRS	4.30	\$232.20	4
Grand Totals		21,317.59	\$815,262.63	3,442



Baldwin County Solid Waste Department
15140 County Road 49
Summerdale, AL 36580

Revised for CY Rate Change Effective 04/01/19

P 251-972-6878
F 251 580-2582

Report: **Lined Subtitle D Cell**
Period: 10/1/2019 to 9/30/2020
Facility: BCC-COM
Materials: L9,L7,L6-TRS,L6,L5-TRS,L5,L4-TRS,L4,L3,L2-TRS,L1P,L11,L10,L1-TRS,L1-ELBERTA,L1

<u>Material</u>	<u>Description</u>	<u>Tons</u>	<u>Net Amount</u>	<u>Tickets</u>
L1	RESIDENTIAL	241.69	\$0.00	94
Grand Totals		241.69	\$0.00	94



Engineering. Environmental. Answers.

1840 East Three Notch Street
Andalusia, AL 36421
Post Office Box 278
Andalusia, AL 36420
Tel (334) 222-9431
Fax (334) 222-4018

www.cdge.com

August 6, 2020

Mrs. Terri Graham, Dev. and Environmental Director
Magnolia Sanitary Landfill
Baldwin County Commission
15140 County Road 49
Summerdale, AL 36580

**Re: 2019 - 2020 Capacity Report
Magnolia Landfill**

Mrs. Graham,

CDG has evaluated the gross capacity consumed within the MSW disposal area of the Magnolia Sanitary Landfill. In determining the gross airspace consumed, CDG compared the survey performed on July 17, 2019 to the survey from July 14, 2020 for Cells 1 through 8. The airspace consumed during the period above was found to be 209,332 CY for a total airspace consumed to date of **4,267,703 CY**.

Per the Financial Assurance Report Update October 2000, prepared by ESA, Inc., the total gross capacity of the Magnolia Sanitary Landfill is reported as **12,137,439 CY**. The remaining airspace available as of July 14, 2020 for the permitted MSW disposal area is **7,869,736 CY**.

A comparative analysis of the gross capacity consumed as of July 14, 2020 with the gross capacity reported by ESA in 2000, approximately 35.2% of the total gross capacity of the permitted disposal area has been consumed.

If you have any questions concerning the method of calculation or results, please feel free to call.

Sincerely,
CDG Engineers & Associates, Inc.

Laura Kate Young
Project Engineer

R. Daniel Wells, P.E.
Principal Engineer

ALBERTVILLE

ANDALUSIA

AUBURN

DOTHAN

GADSDEN

HOOVER

HUNTSVILLE

Magnolia LF_201407.dwg



Elevations Table

Number	Minimum Elevation	Maximum Elevation	Area	Color
1	0.00	2.00	74224.38	Brown
2	2.00	5.00	49524.64	Red
3	5.00	10.00	80571.28	Yellow
4	10.00	15.00	75188.62	Light Green
5	15.00	20.00	134178.67	Dark Green
6	20.00	27.67	59224.98	Grey



1840 EAST THREE NOTCH ST.
ANDALUSIA, AL 36421

P.O. BOX 275 (95420)
AUBURN, AL 36829
PTE. (334) 222-9431

Engineering & Environmental Services
ANDALUSIA, AL
AUBURN, AL
HOOPER, AL
DOTHAN, AL
MONTGOMERY, AL

MAGNOLIA LANDFILL
ANNUAL AIRSPACE ANALYSIS

SCALE:	AS SHOWN
DATE:	08/04/2020
REVISED	
PROJECT NO:	
SHEET NO:	C-101

This document and its contents are property of CDG Engineers & Associates, Inc. and may not be distributed, reused, or modified without permission.



Baldwin County Commission

Agenda Action Form

File #: 21-0168, **Version:** 1

Item #: BN1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Permanent Drainage Easement and Right-of-Way on Project No. 0216717 - Fernwood Drive West Drainage Project (Tract 4)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.201 acres on Fernwood Drive West Drainage Project (Tract 4) as a permanent drainage easement and right-of-way donated to Baldwin County by MKC, LLC on March 18, 2020 (Instrument No. 1818923 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 March 18, 2020, the Baldwin County Highway Department accepted a permanent drainage easement and right-of-way donation on Fernwood Drive West from MKC, LLC.

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 MKC, LLC and send copy to Debra Morris and Tate Chalfont.

Contact:
MKC, LLC
210 20th Avenue East
Gulf Shores, Alabama 36542

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.**

OMB No. 1545-0908

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

MKC, LLC

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.

1	(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.)
A		<input type="checkbox"/> [Vehicle ID Number Grid]	
B		<input type="checkbox"/> [Vehicle ID Number Grid]	
C		<input type="checkbox"/> [Vehicle ID Number Grid]	
D		<input type="checkbox"/> [Vehicle ID Number Grid]	
E		<input type="checkbox"/> [Vehicle ID Number Grid]	

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 ▶

3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?	Yes	No
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?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return

Identifying number

MKC, LLC

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.

5	(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
A	0.201 acres for County Road ROW	Very Good	
B			
C			
D			

	(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
A						
B						
C						
D						

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 ► March 18, 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

Dim
C.V.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

FERNWOOD DRIVE WEST
DRAINAGE IMPROVEMENTS
PROJECT NO. 0216717
TRACT NO. 4
05-54-07-25-0-000-040.000



DEED FOR PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One dollar (\$1.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), MKC, LLC, an Alabama limited liability company, joined herein by The First, A National Banking Association, have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, a permanent drainage easement and right of way including all right, title and interest in and to all timber growing or at any time located within the easement limits, upon the land hereinafter described, together with the right to locate or relocate utilities, and to enter upon such described land and grade, level, fill, drain, build, maintain, repair, together with culverts, ramps, and cuts as may be necessary, on, over and across such easement situated and lying in Baldwin County, Alabama and more particularly described as follows

A part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 7 South, Range 4 East, identified as Tract Number 4 on Project No. 0216717 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a concrete monument found on the existing R/W line of U. S. Highway 98 and the Northeast Corner of Lot 1-A of the Fernwood Heights Subdivision, said plat filed of record in Map Book 4 page 225 also known as Slide 289-A, in the Office of the Judge of Probate, Baldwin County, Alabama; (said Subdivision being part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 7 South, Range 4 East and North Half of the Southeast Quarter of Section 26, Township 7 South, Range 4 East);

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence run S0°6'57"E along the existing west R/W line of Sandy Lane a distance of 199.57 feet to a point;

Thence run S90°0'0"E a distance of 49.66 feet to a R/W monument to be set on the Permanent Drainage Easement (PDE) and being the Point of Beginning of the property herein described; said point being 20 feet north of the southwest corner of Lot 2, Block 2, Fernwood Heights Subdivision, Map Book 4 page 225 also known as Slide 289-A;

Thence run N90°0'0"E along the PDE line a distance of 339.44 feet to a R/W monument to be set on the PDE;

Thence run N0°0'0"E along the PDE line a distance of 10.00 feet to a R/W monument to set on the PDE;

Thence run N90°0'0"E along the PDE line a distance of 61.43 feet to the grantor's east property line;

Thence run S17°59'15"E along the grantor's east property line a distance of 35.14 feet to the grantor's southeast property corner;

Thence run S90°0'0"W along the grantor's south property line a distance of 409.44 feet to the grantor's southwest property corner;

Thence run N0°1'7"W along the grantor's west property line a distance of 20.00 feet to the Point of Beginning of the property herein described and containing 0.201 acres, more or less.

Temporary Construction Easement

Parcel 1 of 1:

Commencing at a concrete monument found on the existing R/W line of U. S. Highway 98 and the Northeast Corner of Lot 1-A of the Fernwood Heights Subdivision, said plat filed of record in Map Book 4 page 225 also known as Slide 289-A, in the Office of the Judge of Probate, Baldwin County, Alabama; (said Subdivision being part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 7 South, Range 4 East and North Half of the Southeast Quarter of Section 26, Township 7 South, Range 4 East);

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence run S0°6'57"E along the existing west R/W line of Sandy Lane a distance of 199.57 feet to a point;

Thence run S90°0'0"E a distance of 49.66 feet to a R/W monument to be set on the Permanent Drainage Easement (PDE) and being the Point of Beginning of the Temporary Construction Easement (TCE) herein described;

Thence run N0°1'7"W along the TCE line a distance of 5.00 feet to a point;

Thence run N90°0'0"E along the TCE line a distance of 339.43 feet to a point;

Thence run S0°0'0"E along the TCE line a distance of 5.00 feet to a point on the north line of the PDE;

Thence run S90°0'0"W along the PDE line a distance of 339.43 feet to the Point of Beginning of the property herein described and containing 0.039 acres, more or less.

It is expressly understood that all rights, title and interest to the above described easement shall revert back to the grantor after 3 years or until the project is completed, whichever comes later.

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.

It is understood between the parties that the rights in and to the above described property which the Grantors are relinquishing by this instrument include, but are not limited to, the rights to plant and grow shade and ornamental trees on said property, and the right to place any structure on any part of the property above described, either temporarily or permanently.

To have and to hold the said easement and right of way including all right, title, and interest in and to such timber aforementioned unto Baldwin County, Alabama and unto its successors and assigns forever.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

As a further consideration for the payment of the purchase price, above stated, we hereby release Baldwin County, Alabama, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the lawful exercise of any of the rights herein granted.

TOGETHER WITH all the singular rights, members, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

In witness whereof, we have hereunto set our hands and seals this the 18th day of March, 2020.

MKC, LLC, an Alabama limited liability company

By: Susan Randall
Susan Randall, Managing Member

THE FIRST, A National Banking Association

By: [Signature] 3/18/2020
George Noonan, Senior V.P.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

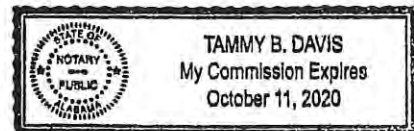
STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Susan Randall, whose name as Managing Member of MKC, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 18 day of March, 2020.

Tammy B. Davis
NOTARY PUBLIC

My Commission Expires: _____



ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Kathleen G. Seibt, a Notary Public, in and for said County in said State, hereby certify that George Noonan, whose name as Senior V.P., is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said National Banking Association.

Given under my hand and official seal this 18th day of March, 2020.

Kathleen G. Seibt
NOTARY PUBLIC

My Commission Expires: _____



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

Fernwood Drive West
Drainage Improvements
Project No. 0216717
Baldwin County, Alabama
Tract 4

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (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 18th
day of March, 2020.

The First, A National Banking Association

By: [Signature]
George Noonan, Senior V. P.

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

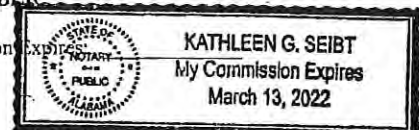
MKE, LLC
By: Susan Randall
Susan Randall, Managing Member

I, Kathleen G. Seibt, a Notary Public, in and for said County in said State, hereby certify that George Noonan, whose name as Senior V.P., is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said National Banking Association.

Given under my hand and official seal this 18th day of March, 2020.

[Signature]
NOTARY PUBLIC

My Commission Expires



GRANTEE'S MAILING ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

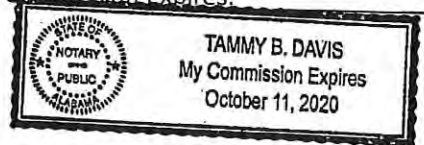
COUNTY OF BALDWIN)

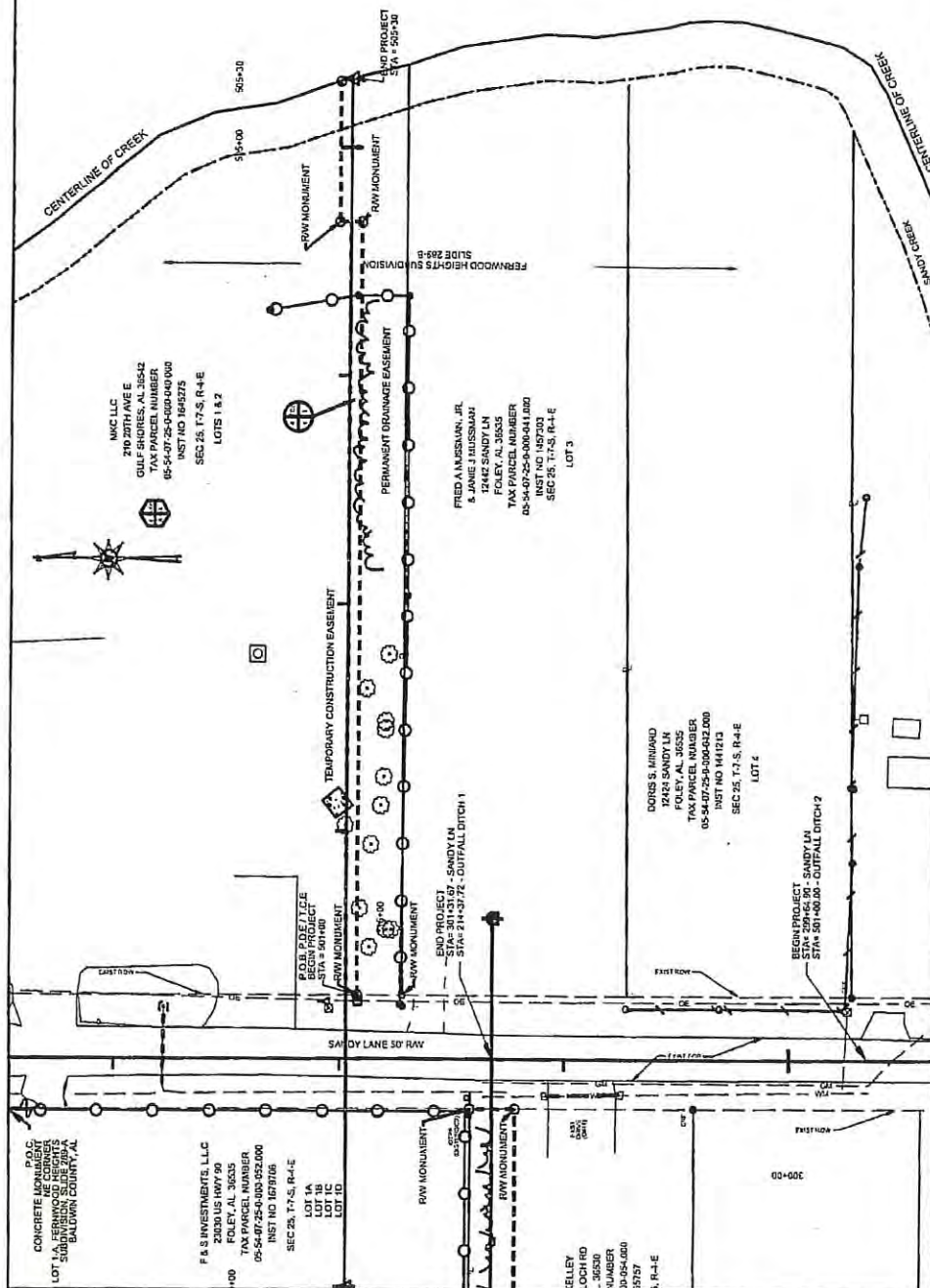
I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Susan Randall, whose name as Managing Member of MKC, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 18 day of March, 2020.

Tammy B. Davis
NOTARY PUBLIC

My Commission Expires:





THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	4	PROJECT NO.	0216717
OWNER	MKC LLC	COUNTY	BALDWIN
TOTAL ACREAGE	1.847	SCALE:	1"=60'
R.O.W. REQUIRED	N/A	DATE:	1-22-2020
T.C.E. REQUIRED	0.039	REVISED:	N/A
P.D.E. REQUIRED	0.201	SHEET :	1 OF 1
REMAINDER	1.646		

2013-08-01

USHWY 98

SANDY LN

MKC, LLC ET AL
(05-54-07-25-0-000-040.000)



FERNWOOD DRIVE WEST (TRACT 4)





Baldwin County Commission

Agenda Action Form

File #: 21-0169, **Version:** 1

Item #: BN2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 18)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.145 acres on South Boulevard (Tract 18) as a right-of-way donated to Baldwin County by Kenneth R. Shiver and Christopher Rhawn Rider on February 28, 2020 (Instrument No. 1814352 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 February 28, 2020, the Baldwin County Highway Department accepted a right-of-way donation on South Boulevard from Kenneth R. Shiver and Christopher Rhawn Rider.

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 two originals to Kenneth R. Shiver and Christopher Rhawn Rider and send copies to Debra Morris and Tate Chalfont.

Contact:
Kenneth R. Shiver
P.O. Box 223
Silverhill, Alabama 36576

Christopher Rhawn Rider
P.O. Box 223
Silverhill, Alabama 36576

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.**

OMB No. 1545-0908

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Kenneth R. Shiver and Christopher Rhawn Rider

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.

1	(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.)
A		<input type="checkbox"/> [Vehicle Identification Number grid]	
B		<input type="checkbox"/> [Vehicle Identification Number grid]	
C		<input type="checkbox"/> [Vehicle Identification Number grid]	
D		<input type="checkbox"/> [Vehicle Identification Number grid]	
E		<input type="checkbox"/> [Vehicle Identification Number grid]	

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 |
|--|-----|----|
| 3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? | | |
| 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? | | |
| c Is there a restriction limiting the donated property for a particular use? | | |

Name(s) shown on your income tax return

Identifying number

Kenneth R. Shiver and Christopher Rhawn Rider

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 <input type="checkbox"/> Art* (contribution of \$20,000 or more) | d <input type="checkbox"/> Art* (contribution of less than \$20,000) | g <input type="checkbox"/> Collectibles** | j <input type="checkbox"/> Other |
| b <input type="checkbox"/> Qualified Conservation Contribution | e <input checked="" type="checkbox"/> Other Real Estate | h <input type="checkbox"/> Intellectual Property | |
| c <input type="checkbox"/> Equipment | f <input type="checkbox"/> Securities | i <input type="checkbox"/> 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.

5	(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
A	0.145 acres for County Road ROW	Very Good	
B			
C			
D			

	(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
A						
B						
C						
D						

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 ► February 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. 0212719
South Boulevard
G, D, B & Pave South Blvd from
West Blvd to County Road 55
05-47-02-10-1-000-055.000
Tract No. 18

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 3/ 2/2020 10:51 AM
TOTAL \$ 0.00
6 Pages

1814352

FEE SIMPLE
WARRANTY DEED



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), Christopher Rhawn Rider, a single man, and Kenneth R. Shiver, widowed man, being the surviving grantee of that certain deed dated 9/3/2013 and recorded in instrument 1421615. The other grantee, Patricia C. Shiver having died on 9/24/2019, 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 Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 3 East, identified as Tract 18 on the South Boulevard Dirt Road Paving Project No. 0212719 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported southwest corner of the Southwest Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 3 East, in Baldwin County, Alabama;

Thence N0°20'44"E along the west line of said Quarter/Quarter a distance of 16.50 feet to the grantor's southwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence N0°20'44"E along the grantor's west property line a distance of 47.37 feet to a point on the acquired R/W line;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S90°0'0"E along the acquired R/W line a distance of 43.57 feet to a point (said point is offset 60.00 feet left of and perpendicular to project centerline at Station 37+05.60);

Thence S44°33'50"E along the acquired R/W line a distance of 42.37 feet to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 37+35.53);

Thence S89°38'8"E along the acquired R/W line a distance of 98.28 feet to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 38+33.80);

Thence S89°30'33"E parallel to project centerline along a curve to the right having a radius of 5030 and along the acquired R/W line a distance of 22.18 feet to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 38+55.85);

Thence S89°55'28"E along the acquired R/W line a distance of 269.12 feet to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 41+24.97);

Thence S89°39'13"E parallel to project centerline along a curve to the left having a radius of 4970 and along the acquired R/W line a distance of 46.97 feet to a point (said point is offset 30.00 feet left of and perpendicular to project centerline at Station 41+72.23);

Thence S89°22'58"E along the acquired R/W line a distance of 166.44 feet to a point on the grantor's east property line;

Thence S0°5'22"E along the grantor's east property line a distance of 13.98 feet to the grantor's southeast property corner;

Thence N89°54'49"W along the grantor's south property line a distance of 676.79 feet to the Point of Beginning of the property herein conveyed and containing 0.281 acres, more or less. ****(0.136 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.145 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.

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

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.

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 28 day of February, 2020.



Christopher Rhawn Rider.



Kenneth R. Shiver

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Christopher Rhawn Rider and Kenneth R. Shiver, 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 28 day of February, 2020.



NOTARY PUBLIC

My Commission Expires



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

G, D, B & PAVE SOUTH BOULEVARD
FROM WEST BLVD TO COUNTY ROAD 55
PROJECT NO. 0212719
BALDWIN COUNTY, ALABAMA
TRACT 18

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (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 day of February, 2020.



Christopher Rhawn Rider



Kenneth R. Shiver

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Christopher Rhawn Rider and Kenneth R. Shiver, 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 28 day of February, 2020.



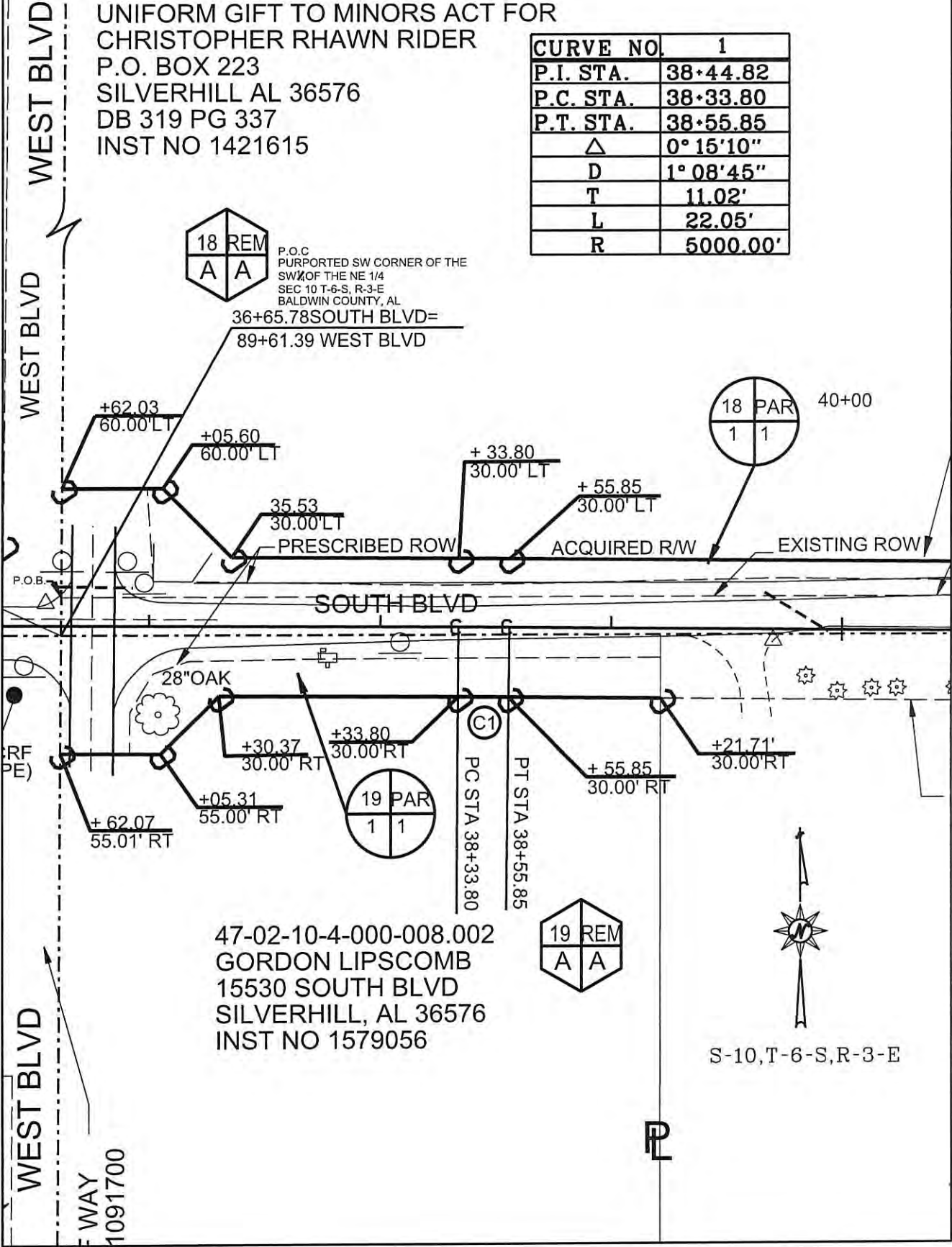
NOTARY PUBLIC

My Commission Expires



47-02-10-1-000-055.000
KENNETH R SHIVER (LIFE ESTATE)
REBECCA SHIVER RIDER,
CUSTODIAN UNDER THE ALABAMA
UNIFORM GIFT TO MINORS ACT FOR
CHRISTOPHER RHAWN RIDER
P.O. BOX 223
SILVERHILL AL 36576
DB 319 PG 337
INST NO 1421615

CURVE NO.	1
P.I. STA.	38+44.82
P.C. STA.	38+33.80
P.T. STA.	38+55.85
Δ	0° 15' 10"
D	1° 08' 45"
T	11.02'
L	22.05'
R	5000.00'



MATCH SHEET 2 OF 2

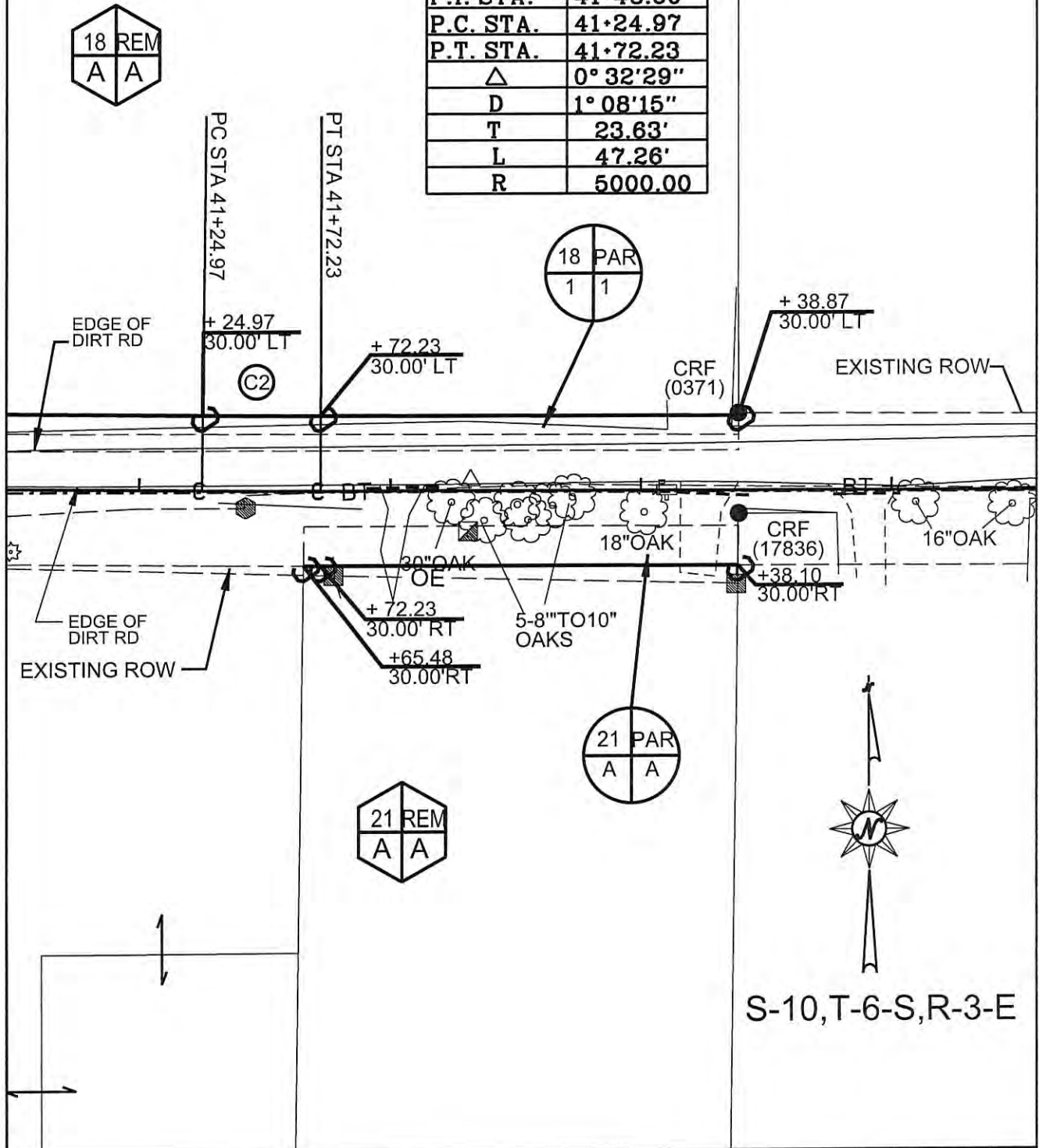
THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	18	PROJECT NO.	0212719
OWNER	KENNETH R SHIVER LIFE ESTATE	COUNTY	BALDWIN
TOTAL ACREAGE	9.941	SCALE:	1"=60'
R.O.W. REQUIRED	0.281	DATE;	01-07-2020
PRESCRIPTIVE R.O.W.	0.136	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 2
REMAINDER	9.660		

47-02-10-1-000-055.000
KENNETH R SHIVER (LIFE ESTATE)
REBECCA SHIVER RIDER,
CUSTODIAN UNDER THE ALABAMA
UNIFORM GIFT TO MINORS ACT FOR
CHRISTOPHER RHAWN RIDER
P.O. BOX 223
SILVERHILL AL 36576
DB 319 PG 337
INST NO 1421615

CURVE NO.	2
P.I. STA.	41+48.60
P.C. STA.	41+24.97
P.T. STA.	41+72.23
Δ	0° 32' 29"
D	1° 08' 15"
T	23.63'
L	47.26'
R	5000.00



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	18	PROJECT NO.	0212719
OWNER	KENNETH R SHIVER LIFE ESTATE	COUNTY	BALDWIN
TOTAL ACREAGE	9.941	SCALE:	1"=60'
R.O.W. REQUIRED	0.281	DATE;	01-07-2020
PRESCRIPTIVE R.O.W.	0.136	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	2 OF 2
REMAINDER	9.660		



SOUTH BOULEVARD (TRACT 18)





Baldwin County Commission

Agenda Action Form

File #: 21-0180, **Version:** 1

Item #: BN3

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 19)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.097 acres on South Boulevard (Tract 19) as a right-of-way donated to Baldwin County by Gordon Lipscomb on January 24, 2020 (Instrument No. 1808240 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 24, 2020, the Baldwin County Highway Department accepted a right-of-way donation on South Boulevard from Gordon Lipscomb.

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 Gordon Lipscomb and send copy to Debra Morris and Tate Chalfont.

Contact:
Gordon Lipscomb
15530 South Boulevard
Silverhill, Alabama 36576

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.**

OMB No. 1545-0908

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

[Gordon Lipscomb](#)

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 ►

3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?	Yes	No
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?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return

Identifying number

Gordon Lipscomb

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.

5	(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
A	0.097 acres for County Road ROW	Very Good	
B			
C			
D			

	(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
A						
B						
C						
D						

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 24, 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

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 1/27/2020 3:11 PM
TOTAL \$ 0.00
5 Pages

1808240

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567



STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0212719
South Boulevard
G, D, B & Pave South Blvd from
West Blvd to County Road 55
05-47-02-10-4-000-008.002
Tract No. 19

OK
1/9

FEE SIMPLE WARRANTY DEED

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), Gordon Lipscomb, a single man, 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 Northwest Quarter of the Southeast Quarter of Section 10, Township 6 South, Range 3 East, identified as Tract 19 on the South Boulevard Dirt Road Paving Project No. 0212719 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northwest corner of the Northwest Quarter of the Southeast Quarter of Section 10, Township 6 South, Range 3 East, in Baldwin County, Alabama, (the grantor's northwest property corner) and being the Point of Beginning of the property herein to be conveyed;

Thence S89°54'49"E along the grantor's north property line a distance of 259.39 feet to the grantor's northeast property corner;

Thence S0°5'11"W along the grantor's east property line a distance of 27.44 feet to a point on the acquired R/W line;

Thence N89°22'58"W along the acquired R/W line a distance of 65.86 feet to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 38+55.85);

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence N89°30'33"W parallel to project centerline along a curve to the left having a radius of 4970 and along the acquired R/W line a distance of 21.92 feet to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 38+33.80);

Thence N89°38'8"W along the acquired R/W line a distance of 103.43 feet to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 37+30.37);

Thence S45°26'13"W along the acquired R/W line a distance of 35.40 feet to a point (said point is offset 55.00 feet right of and perpendicular to project centerline at Station 37+05.31);

Thence N89°39'16"W along the acquired R/W line a distance of 43.24 feet to a point on the grantor's west property line;

Thence N 0°20'44"E along the grantor's west property line a distance of 50.86 feet to the Point of Beginning of the property herein conveyed and containing 0.190 acres, more or less.

****(0.093 acres of the acquired right-of-way is prescriptive and owned by the grantee and 0.097 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 24 day of January, 2020.


Gordon Lipscomb

ACKNOWLEDGMENT

STATE OF ALABAMA)

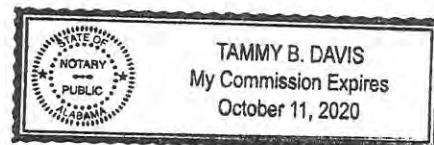
COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Gordon Lipscomb, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24 day of January, 2020.


NOTARY PUBLIC

My Commission Expires: _____



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

G, D, B, & PAVE SOUTH BLVD
FROM WEST BLVD TO COUNTY ROAD 55
PROJECT NO. 0212719
BALDWIN COUNTY, ALABAMA
TRACT 19

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (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 24
day of January, 2020.


Gordon Lipscomb

ACKNOWLEDGMENT

STATE OF ALABAMA)

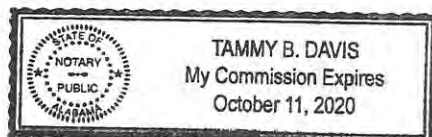
COUNTY OF BALDWIN)

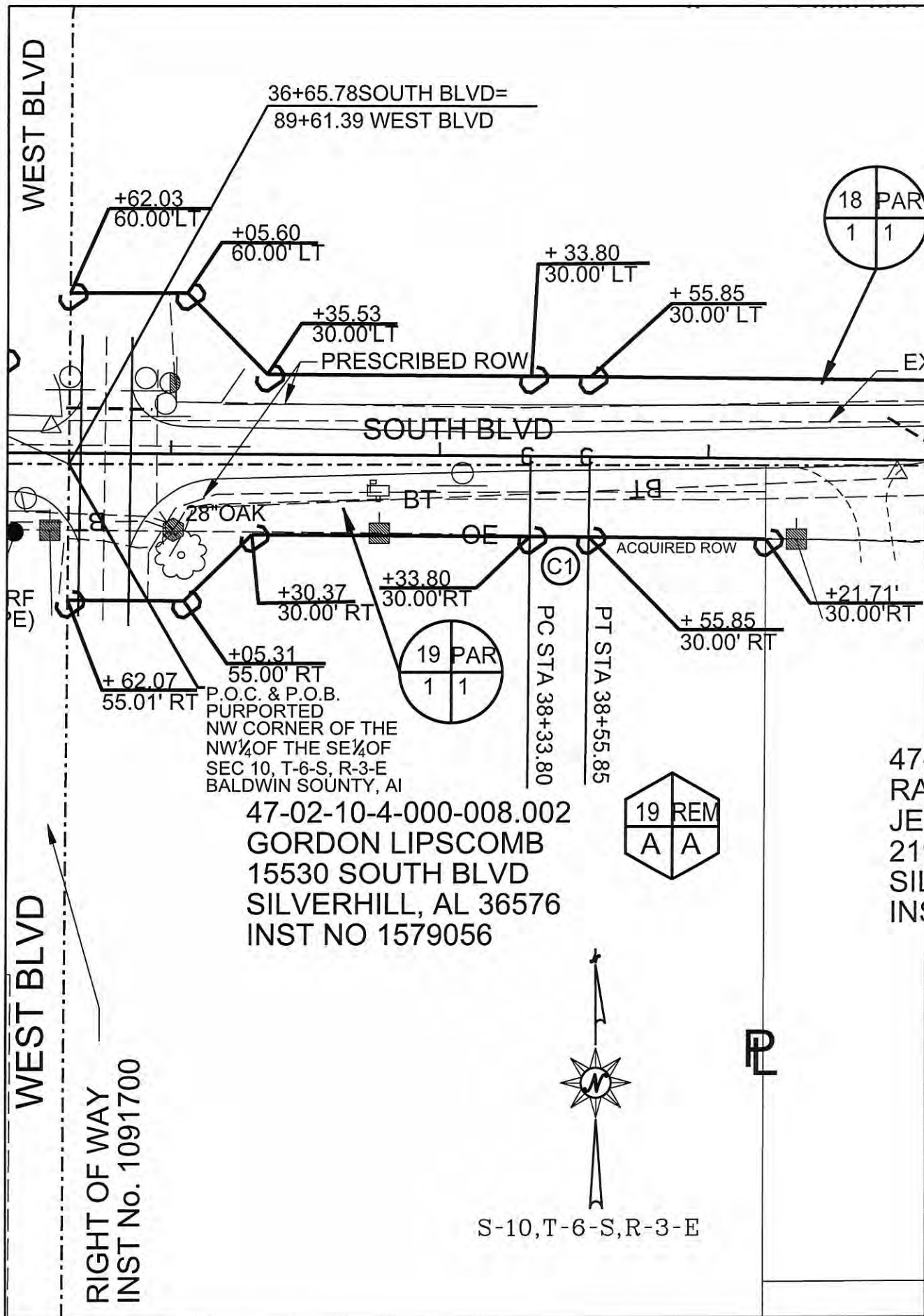
I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Gordon Lipscomb, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24 day of January, 2020.


NOTARY PUBLIC

My Commission Expires _____





THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	19	PROJECT NO.	0212719
OWNER	GORDON LIPSCOMB	COUNTY	BALDWIN
TOTAL ACREAGE	2.031	SCALE:	1"=50'
R.O.W. REQUIRED	0.190	DATE;	01-07-2020
PRESCRIPTIVE R.O.W.	0.093	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	1.841		



SOUTH BOULEVARD (TRACT 19)





Baldwin County Commission

Agenda Action Form

File #: 21-0181, **Version:** 1

Item #: BN4

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 21)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.064 acres on South Boulevard (Tract 21) as a right-of-way donated to Baldwin County by Alton W. and Rhonda D. Wilson on March 6, 2020 (Instrument No. 1816646 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 March 6, 2020, the Baldwin County Highway Department accepted a right-of-way donation on South Boulevard from Alton W. and Rhonda D. Wilson.

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 Alton W. and Rhonda D. Wilson and send copy to Debra Morris and Tate Chalfont.

Contact:
Alton W. and Rhonda D. Wilson
P.O. Box 407
Silverhill, Alabama 36576

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.**

OMB No. 1545-0908

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

[Alton W. & Rhonda D. Wilson](#)

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 ▶

3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?	Yes	No
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?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return

Identifying number

Alton W. & Rhonda D. Wilson

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.

5	(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
A	0.064 acres for County Road ROW	Very Good	
B			
C			
D			

	(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
A						
B						
C						
D						

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 ► March 6, 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

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 3/11/2020 12:23 PM
TOTAL \$ 0.00
5 Pages

1816646

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567



STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0212719
South Boulevard
G, D, B & Pave South Blvd from
West Blvd to County Road 55
05-47-02-10-4-000-007.000
Tract No. 21

17488

**FEE SIMPLE
WARRANTY DEED**

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), Alton W. Wilson and Rhonda D. Wilson, husband and wife, 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 Northwest Quarter of the Southeast Quarter of Section 10, Township 6 South, Range 3 East, identified as Tract 21 on the South Boulevard Dirt Road Paving Project No. 0212719 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northwest corner of the Northwest Quarter of the Southeast Quarter of Section 10, Township 6 South, Range 3 East, in Baldwin County, Alabama;

Thence S89°54'49"E along the north line of said Quarter/Quarter a distance of 503.58 feet to a point;

Thence S0°0'0"W leaving the north line of said Quarter/Quarter a distance of 13.50 feet to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S89°54'49"E along the grantor's north property line a distance of 173.35 feet to the grantor's northeast property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S0°43'59"W along the grantor's east property line a distance of 16.01 feet to a point on the acquired R/W line;

Thence N89°55'28"W along the acquired R/W line a distance of 166.58 feet to a point (said point is offset 30.00 feet right of and perpendicular to project centerline at Station 41+72.23);

Thence N89°53'8"W parallel to project centerline along a curve to the right having a radius of 5030 and along the acquired R/W line a distance of 6.78 feet to a point on the grantor's west property line;

Thence N0°47'50"E along the grantor's west property line a distance of 16.04 feet to the Point of Beginning of the property herein conveyed and containing 0.064 acres, more or less.

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.

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 6 day of March, 2020.


Alton W. Wilson


Rhonda D. Wilson

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Alton W. Wilson and Rhonda D. Wilson, 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 our hands and official seal this 6 day of March, 2020.

Tate Chalfant
NOTARY PUBLIC

My Commission Expires: _____



WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION
AND RIGHT-OF-ENTRY

G, D, B & PAVE SOUTH BOULEVARD
FROM WEST BLVD TO COUNTY ROAD 55
PROJECT NO. 0212719
BALDWIN COUNTY, ALABAMA
TRACT 21

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (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 6 day of March, 2020.

Alton W. Wilson
Alton W. Wilson

Rhonda D. Wilson
Rhonda D. Wilson

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

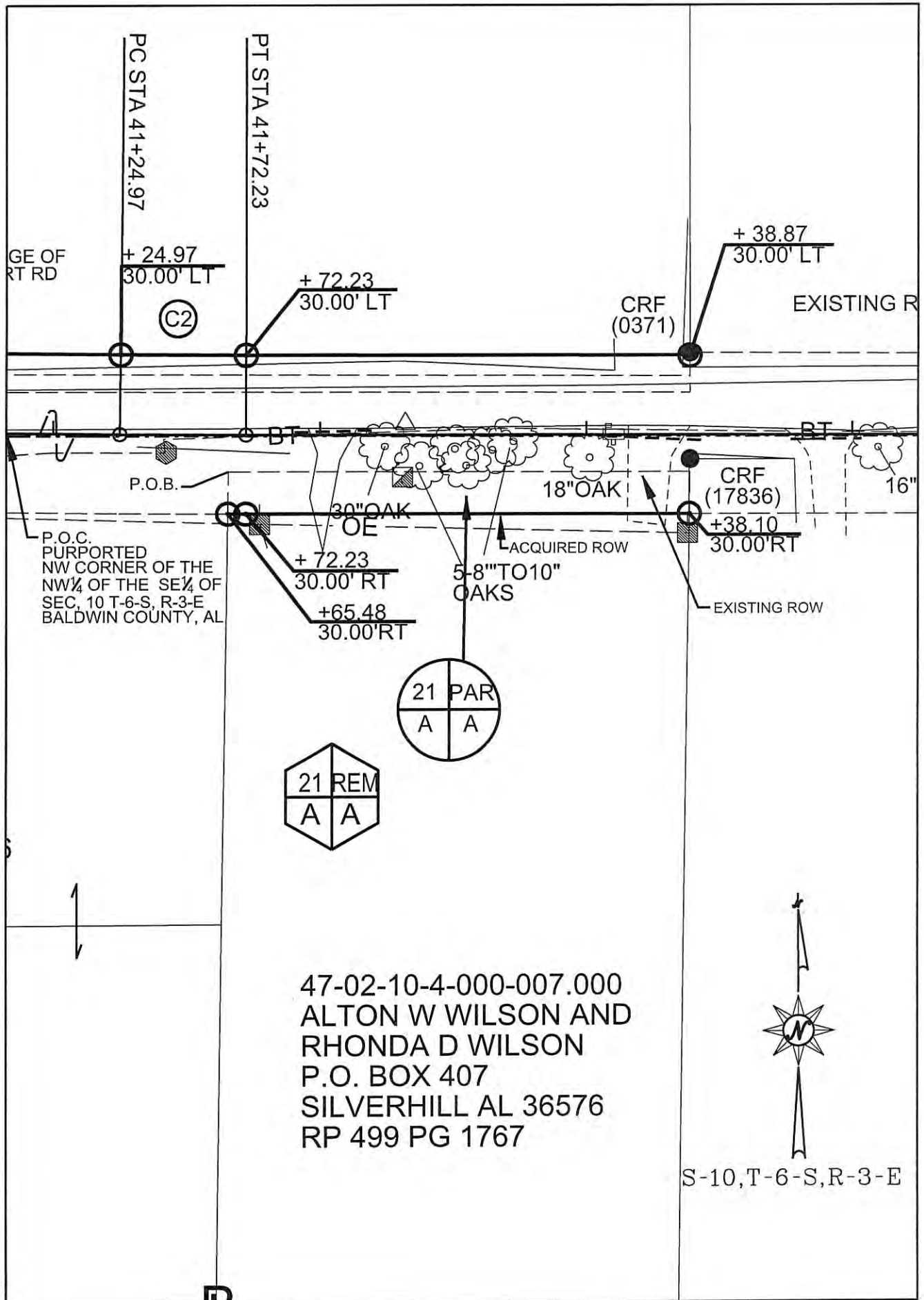
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Alton W. Wilson and Rhonda D. Wilson, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6 day of March, 2020.

Tate Chalfant
NOTARY PUBLIC

My Commission Expires





THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	21	PROJECT NO.	0212719
OWNER	ALTON W & RHONDA D WILSON	COUNTY	BALDWIN
TOTAL ACREAGE	5.183	SCALE:	1"=50'
R.O.W. REQUIRED	0.064	DATE;	01-07-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	5.119		

SOUTH BLVD

WEST BLVD

Resub Parcel 2 Goodwin Sub

Alton W. and Rhonda D. Wilson
(05-47-02-10-4-000-007.000)

ER RANCH ESTATES
SLIDE 2716-D



**SOUTH BOULEVARD
(TRACT 21)**





Baldwin County Commission

Agenda Action Form

File #: 21-0182, **Version:** 1

Item #: BN5

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 24)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.089 acres on South Boulevard (Tract 24) as a right-of-way donated to Baldwin County by Wayne S. Daniel on April 17, 2020 (Instrument No. 1824441 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 April 17, 2020, the Baldwin County Highway Department accepted a right-of-way donation on South Boulevard from Wayne S. Daniel.

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 Wayne S. Daniel and send copy to Debra Morris and Tate Chalfont.

Contact:
Wayne S. Daniel
106 Hemphill Circle
Daphne, Alabama 36526

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.**

OMB No. 1545-0908

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Wayne S. Daniel

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.

1	(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.)
A		<input type="checkbox"/> [Vehicle Identification Number grid]	
B		<input type="checkbox"/> [Vehicle Identification Number grid]	
C		<input type="checkbox"/> [Vehicle Identification Number grid]	
D		<input type="checkbox"/> [Vehicle Identification Number grid]	
E		<input type="checkbox"/> [Vehicle Identification Number grid]	

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 |
|--|-----|----|
| 3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? | | |
| 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? | | |
| c Is there a restriction limiting the donated property for a particular use? | | |

Name(s) shown on your income tax return

Identifying number

Wayne S. Daniel

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.

5	(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
A	0.089 acres for County Road ROW	Very Good	
B			
C			
D			

	(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
A						
B						
C						
D						

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 ► April 17, 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

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 4/22/2020 4:04 PM
TOTAL \$ 0.00
5 Pages

1824441

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567



STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0212719
South Boulevard
G, D, B & Pave South Blvd from
West Blvd to County Road 55
05-47-02-10-4-000-005.007
Tract No. 24

**FEE SIMPLE
WARRANTY DEED**

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), Wayne S. Daniel, a married man, not conveying part of his 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 Northwest Quarter of the Southeast Quarter of Section 10, Township 6 South, Range 3 East, identified as Tract 24 on the South Boulevard Dirt Road Paving Project No. 0212719 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northwest corner of the Northwest Quarter of the Southeast Quarter of Section 10, Township 6 South, Range 3 East, in Baldwin County, Alabama;

Thence S89°54'49"E along the north line of said Quarter/Quarter a distance of 1093.07 feet to a point;

Thence S0°0'0"W leaving the north line of said Quarter/Quarter a distance of 10.32 feet to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S89°35'33"E along the grantor's north property line a distance of 210.00 feet to the grantor's northeast property corner;

Thence S0°28'42"W along the grantor's east property line a distance of 17.90 feet to a point on the acquired R/W line;

Thence N89°55'28"W along the acquired R/W line a distance of 210.00 feet to a point on the grantor's west property line;

Thence N0°27'0"W along the grantor's west property line a distance of 19.12 feet to the Point of Beginning of the property herein conveyed and containing 0.089 acres, more or less.

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.

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 17 day of April, 2020.



Wayne S. Daniel

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Wayne S. Daniel, whose names is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17 day of April, 2020.

Tate Chalfant
NOTARY PUBLIC

My Commission Expires: _____



WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION
AND RIGHT-OF-ENTRY

G, D, B, & PAVE SOUTH BLVD
FROM WEST BLVD TO COUNTY ROAD 55
PROJECT NO. 0212719
BALDWIN COUNTY, ALABAMA
TRACT 24

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (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 17
day of April, 2020.



Wayne S. Daniel

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Wayne S. Daniel, whose names is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 17 day of April, 2020.

Tate Chalfant
NOTARY PUBLIC

My Commission Expires



47-02-10-1-000-054.001
RHAWN RIDER AND
REBECCA SHIVER RIDER
P.O. BOX 142
SILVERHILL AL 36576
RP 778 PG 227



S-10,T-6-S,R-3-E

PL

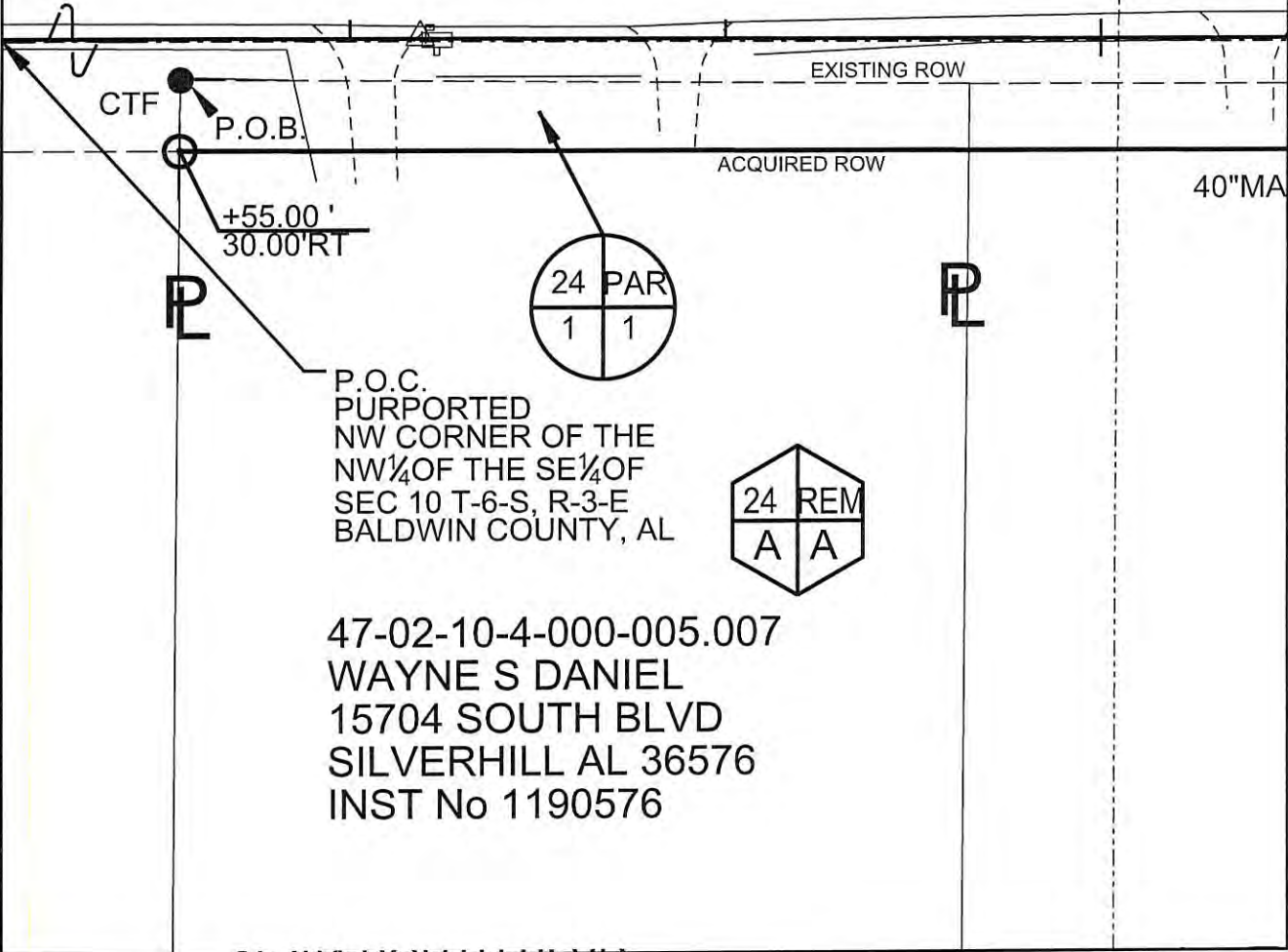
50+00



10"OAK &
14"PINE

18"OAK

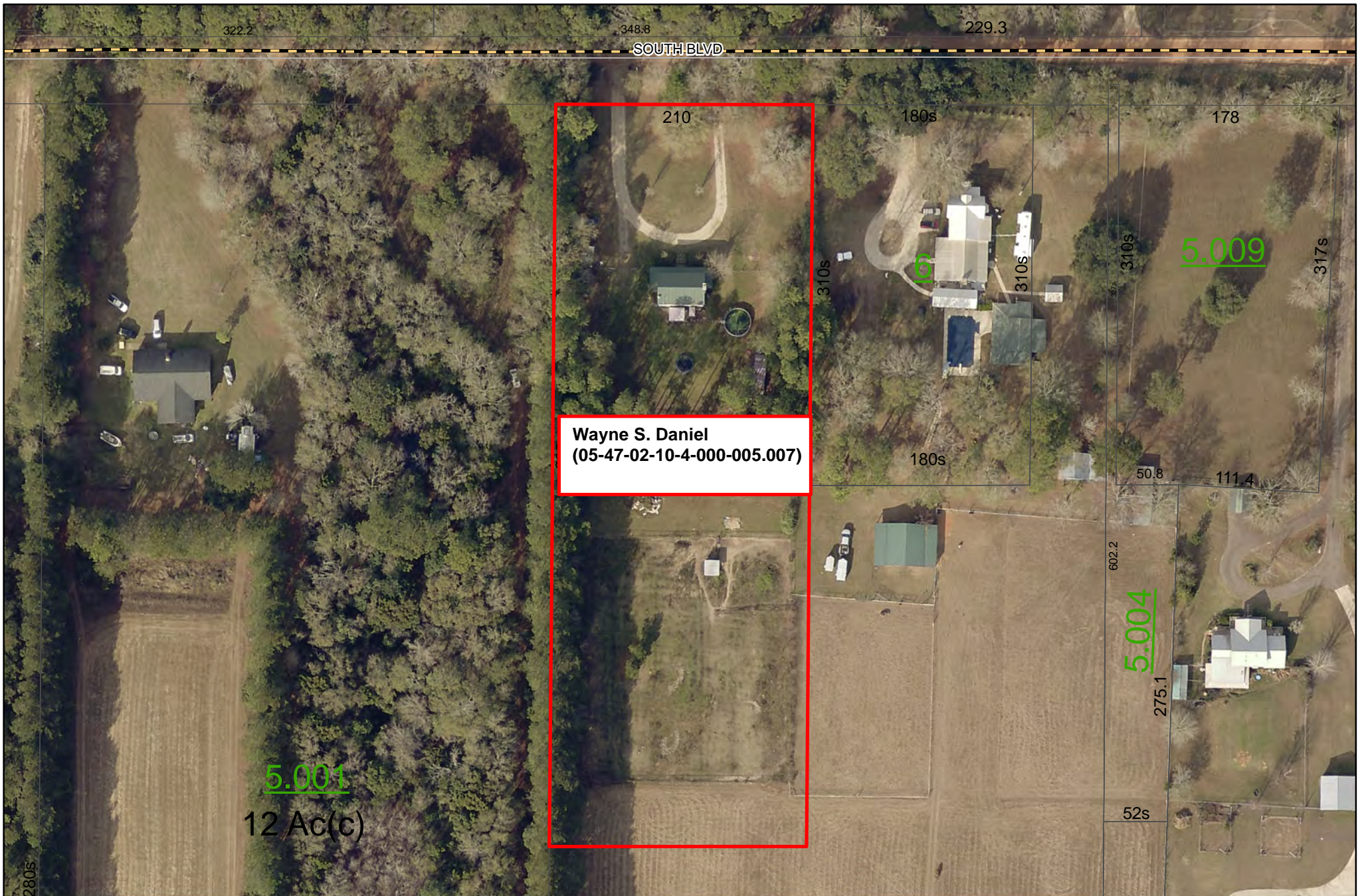
CRF
(0371)



THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	24	PROJECT NO.	0212719
OWNER	WAYNE S DANIEL	COUNTY	BALDWIN
TOTAL ACREAGE	2.998	SCALE:	1"=50'
R.O.W. REQUIRED	0.089	DATE;	01-07-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	2.909		



SOUTH BOULEVARD (TRACT 24)





Baldwin County Commission

Agenda Action Form

File #: 21-0183, **Version:** 1

Item #: BN6

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 26)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.098 acres on South Boulevard (Tract 26) as a right-of-way donated to Baldwin County by Karissa P. Clayton and Evelyn Phyllis Brewton Clayton on May 27, 2020 (Instrument No. 1831878 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 May 27, 2020, the Baldwin County Highway Department accepted a right-of-way donation on South Boulevard from Karissa P. Clayton and Evelyn Phyllis Brewton Clayton.

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 Karissa P. Clayton and Evelyn Phyllis Brewton Clayton and send copy to Debra Morris and Tate Chalfont.

Contact:
Karissa P. Clayton and Evelyn Phyllis Brewton Clayton
15740 South Boulevard
Silverhill, Alabama 36576

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.**

OMB No. 1545-0908

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

[Karissa P. Clayton and Evelyn Phyllis Brewton Clayton](#)

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 ►

3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?	Yes	No
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?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return

Identifying number

Karissa P. Clayton and Evelyn Phyllis Brewton Clayton

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.

5	(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
A	0.098 acres for County Road ROW	Very Good	
B			
C			
D			

	(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
A						
B						
C						
D						

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 ► May 27, 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

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 5/28/2020 3:02 PM
TOTAL \$ 0.00
5 Pages

1831878

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567



STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0212719
South Boulevard
G, D, B & Pave South Blvd from
West Blvd to County Road 55
05-47-02-10-4-000-005.002
05-47-02-10-4-000-006.000
Tract No. 26

**FEE SIMPLE
WARRANTY DEED**

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), Karissa P. Clayton, a single woman, and Evelyn Phyllis Brewton Clayton, a single woman, 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 Northwest Quarter of the Southeast Quarter and a part of the Northeast Quarter of the Southeast Quarter of Section 10, Township 6 South, Range 3 East, identified as Tract 26 on the South Boulevard Dirt Road Paving Project No. 0212719 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northwest corner of the Northwest Quarter of the Southeast Quarter of Section 10, Township 6 South, Range 3 East, in Baldwin County, Alabama;

Thence S89°54'49"E along the north line of said Quarter/Quarter a distance of 1303.07 feet to a point;

Thence S0°0'0"W leaving the north line of said Quarter/Quarter a distance of 11.50 feet to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S89°54'32"E along the grantor's north property line a distance of 238.78 feet to the grantor's northeast property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S0°27'9"W along the grantor's east property line a distance of 17.66 feet to a point on the acquired R/W line;

Thence N89°55'28"W along the acquired R/W line a distance of 238.79 feet to a point on the grantor's west property line;

Thence N0°28'42"W along the grantor's west property line a distance of 17.89 feet to the Point of Beginning of the property herein conveyed and containing 0.098 acres, more or less.

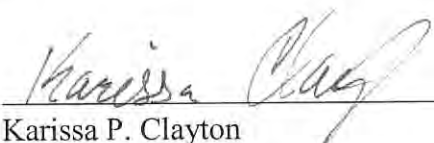
And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

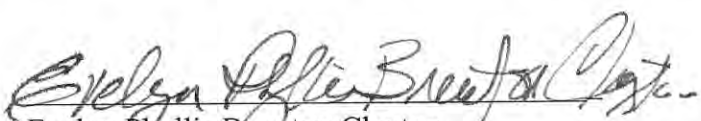
TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

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.

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 27 day of May, 2020.


Karissa P. Clayton


Evelyn Rhylis Brewton Clayton

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Karissa P. Clayton and Evelyn Phyllis Brewton Clayton, 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 our hands and official seal this 27 day of May, 2020.

Tate Chalfant
NOTARY PUBLIC

My Commission Expires: _____



GRANTEE'S ADDRESS:

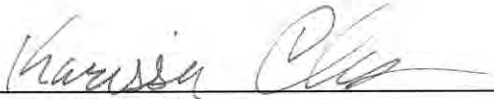
BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION
AND RIGHT-OF-ENTRY

G, D, B & PAVE SOUTH BOULEVARD
FROM WEST BLVD TO COUNTY ROAD 55
PROJECT NO. 0212719
BALDWIN COUNTY, ALABAMA
TRACT 26

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (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 27
day of May, 2020.


Karissa P. Clayton


Evelyn Phyllis Brewton Clayton

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

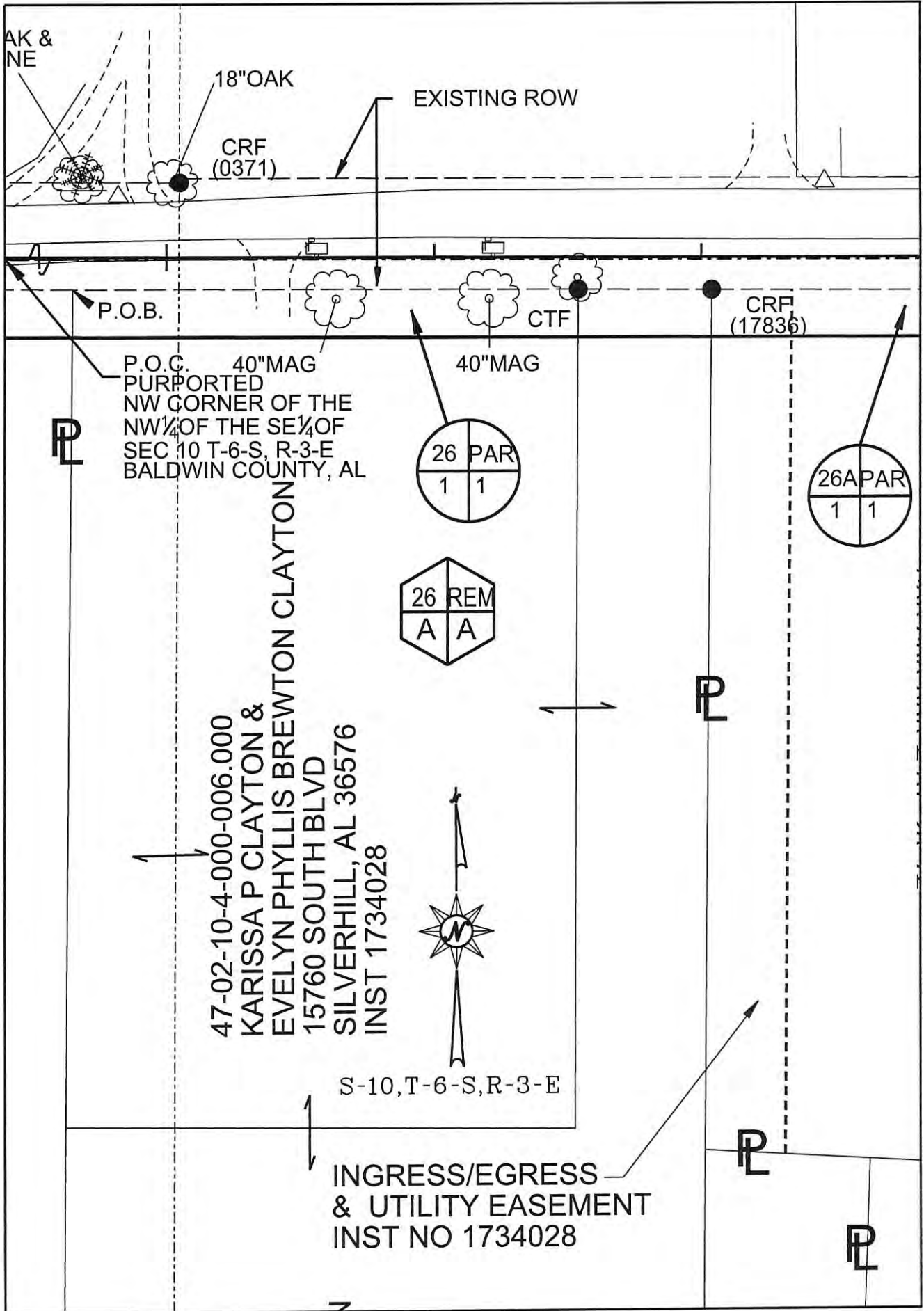
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Karissa P. Clayton and Evelyn Phyllis Brewton Clayton, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of May, 2020.


NOTARY PUBLIC

My Commission Expires





THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	26	PROJECT NO.	0212719
OWNER	KARISSA P CLAYTON & EVELYN PHYLLIS BREWTON CLAYTON	COUNTY	BALDWIN
TOTAL ACREAGE	12.738	SCALE:	1"=50'
R.O.W. REQUIRED	0.098	DATE:	01-07-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	12.640		



Baldwin County Commission

Agenda Action Form

File #: 21-0185, **Version:** 1

Item #: BN7

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 26A)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.076 acres on South Boulevard (Tract 26A) as a right-of-way donated to Baldwin County by Joseph M. Vendetti and Barbara A. Vendetti on February 3, 2020 (Instrument No. 1810735 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 February 3, 2020, the Baldwin County Highway Department accepted a right-of-way donation on South Boulevard from Joseph M. Vendetti and Barbara A. Venditti.

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 Joseph M. and Barbara A. Vendetti and send copy to Debra Morris and Tate Chalfont.

Contact:
Joseph M. and Barbara A. Vendetti
28148 Bay Branch Drive
Daphne, Alabama 36526

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.**

OMB No. 1545-0908

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Joseph M. Vendetti and Barbara A. Vendetti

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 |
|--|-----|----|
| 3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? | | |
| 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? | | |
| c Is there a restriction limiting the donated property for a particular use? | | |

Name(s) shown on your income tax return

Identifying number

Joseph M. Vendetti and Barbara A. Vendetti

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.

5	(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
A	0.076 acres for County Road ROW	Very Good	
B			
C			
D			

	(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
A						
B						
C						
D						

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 ► February 3, 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

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 2/11/2020 9:55 AM
TOTAL \$ 0.00
5 Pages

1810735

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567



STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0212719
South Boulevard
G, D, B & Pave South Blvd from
West Blvd to County Road 55
05-47-02-10-4-000-005.009
Tract No. 26A

mb

**FEE SIMPLE
WARRANTY DEED**

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), Joseph M. Vendetti and Barbara A. Vendetti, husband and wife, 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 Northeast Quarter of the Southeast Quarter of Section 10, Township 6 South, Range 3 East, identified as Tract 26A on the South Boulevard Dirt Road Paving Project No. 0212719 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northwest corner of the Northwest Quarter of the Southeast Quarter of Section 10, Township 6 South, Range 3 East, in Baldwin County, Alabama;

Thence S89°54'49"E along the north line of said Quarter/Quarter a distance of 1548.41 feet to a point;

Thence S0°0'0"W leaving the north line of said Quarter/Quarter a distance of 11.69 feet to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S89°44'51"E along the grantor's north property line a distance of 188.93 feet to the grantor's northeast property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S3°10'32"W along the grantor's east property line a distance of 17.10 feet to a point on the acquired R/W line;

Thence N89°55'28"W along the acquired R/W line a distance of 188.12 feet to a point on the grantor's west property line;

Thence N0°27'9"E along the grantor's west property line a distance of 17.66 feet to the Point of Beginning of the property herein conveyed and containing 0.076 acres, more or less.

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.

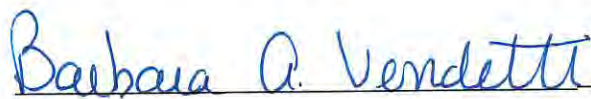
TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

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.

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 3 day of February, 2020.


Joseph M. Vendetti


Barbara A. Vendetti

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

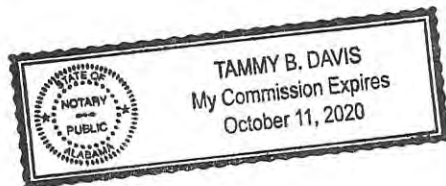
COUNTY OF BALDWIN)

I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Joseph M. Vendetti and Barbara A. Vendetti, 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 3 day of February, 2020.

Tammy B. Davis
NOTARY PUBLIC

My Commission Expires: _____



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**

**G, D, B & PAVE SOUTH BOULEVARD
FROM WEST BLVD TO COUNTY ROAD 55
PROJECT NO. 0212719
BALDWIN COUNTY, ALABAMA
TRACT 26A**

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (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 _____ day of _____, 2020.

Joseph M. Vendetti
Joseph M. Vendetti

Barbara A. Vendetti
Barbara A. Vendetti

ACKNOWLEDGMENT

STATE OF ALABAMA)

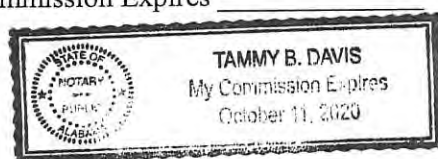
COUNTY OF BALDWIN)

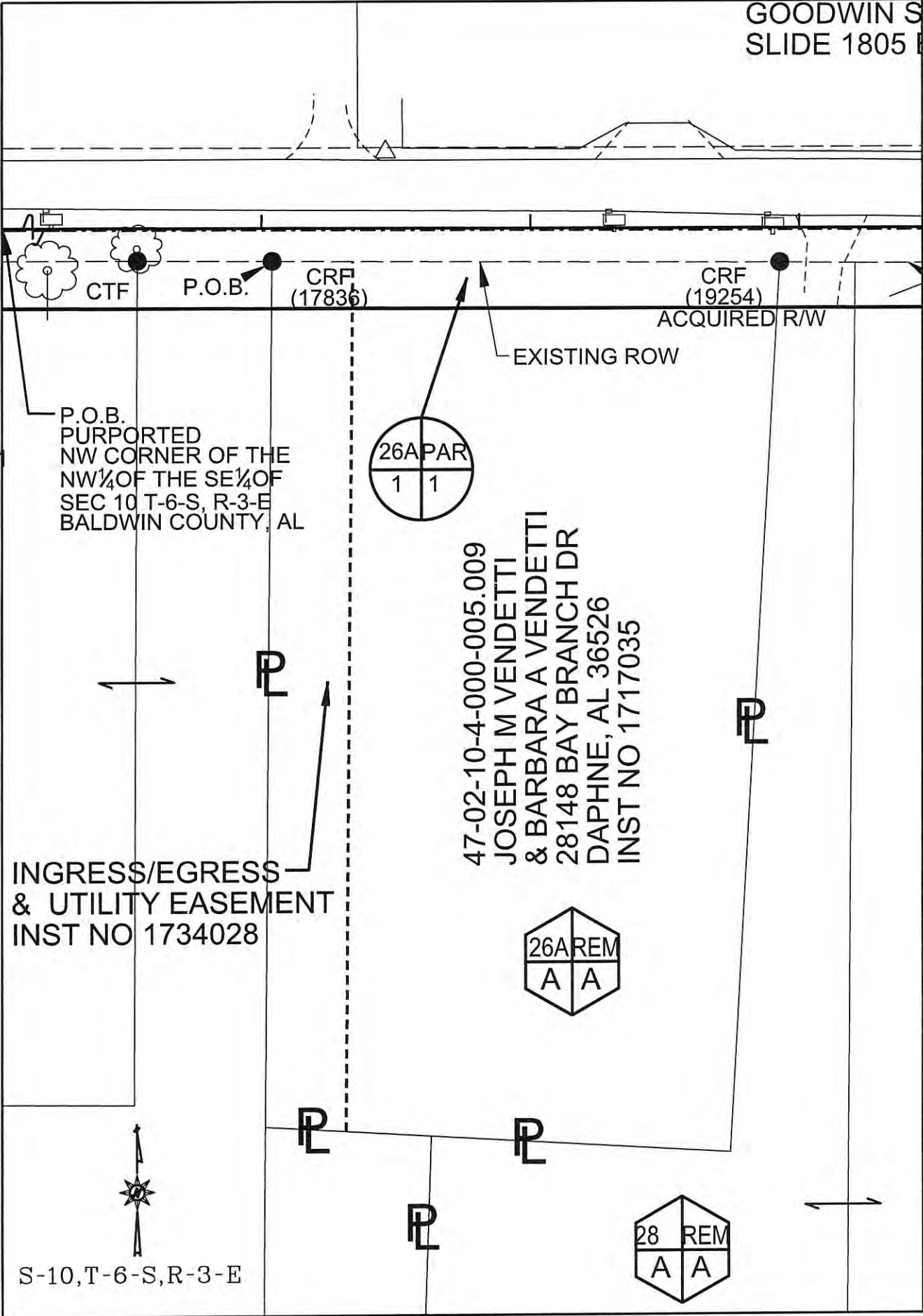
I, Tammy B. Davis, a Notary Public, in and for said County in said State, hereby certify that Joseph M. Vendetti and Barbara A. Vendetti, whose names are, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3 day of February 2020.

Tammy B. Davis
NOTARY PUBLIC

My Commission Expires _____





THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	26A	PROJECT NO.	0212719
OWNER	JOSEPH M VENDETTI & BARBARA A VENDETTI	COUNTY	BALDWIN
TOTAL ACREAGE	1.366	SCALE:	1"=50'
R.O.W. REQUIRED	0.076	DATE;	01-07-2020
PRESRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	1.290		



SOUTH BOULEVARD (TRACT 26A)





Baldwin County Commission

Agenda Action Form

File #: 21-0186, **Version:** 1

Item #: BN8

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

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

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Execution of IRS Form 8283 for a Donated Right-of-Way on Project No. 0212719 - South Boulevard (Tract 28)

STAFF RECOMMENDATION

Take the following actions:

- 1) Accept 0.104 acres on South Boulevard (Tract 28) as a right-of-way donated to Baldwin County by Danielle Bercier on February 12, 2020 (Instrument No. 1811236 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 February 12, 2020, the Baldwin County Highway Department accepted a right-of-way donation on South Boulevard from Danielle Bercier.

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 Danielle Bercier and send copy to Debra Morris and Tate Chalfont.

Contact:
Danielle Bercier
15828 South Boulevard
Silverhill, Alabama 36576

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.**

OMB No. 1545-0908

Attachment
Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

Danielle Bercier

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.

1	(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.)
A		<input type="checkbox"/> [Vehicle ID Number Grid]	
B		<input type="checkbox"/> [Vehicle ID Number Grid]	
C		<input type="checkbox"/> [Vehicle ID Number Grid]	
D		<input type="checkbox"/> [Vehicle ID Number Grid]	
E		<input type="checkbox"/> [Vehicle ID Number Grid]	

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 |
|--|-----|----|
| 3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? | | |
| 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? | | |
| c Is there a restriction limiting the donated property for a particular use? | | |

Name(s) shown on your income tax return

Identifying number

Danielle Bercier

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.

5	(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
A	0.104 acres for County Road ROW	Very Good	
B			
C			
D			

	(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
A						
B						
C						
D						

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 ► February 12, 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

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 2/13/2020 8:54 AM
TOTAL \$ 0.00
5 Pages

1811236

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567



STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0212719
South Boulevard
G, D, B & Pave South Blvd from
West Blvd to County Road 55
05-47-02-10-4-000-005.000
05-47-02-10-4-000-005.008
Tract No. 28

nmh

**FEE SIMPLE
WARRANTY DEED**

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), Danielle L. Bercier A.K.A. Danielle Bercier, DVM, a single woman, 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 Northeast Quarter of the Southeast Quarter of Section 10, Township 6 South, Range 3 East, identified as Tract 28 on the South Boulevard Dirt Road Paving Project No. 0212719 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the purported northwest corner of the Northwest Quarter of the Southeast Quarter of Section 10, Township 6 South, Range 3 East, in Baldwin County, Alabama;

Thence S89°54'49"E along the north line of said Quarter/Quarter a distance of 1730.77 feet to a point;

Thence S0°0'0"W leaving the north line of said Quarter/Quarter a distance of 12.23 feet to the grantor's northwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence S89°53'15"E along the grantor's north property line a distance of 267.81 feet to the grantor's northeast property corner;

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

Thence S0°12'6"W along the grantor's east property line a distance of 16.72 feet to a point on the acquired R/W line;

Thence N89°55'28"W along the acquired R/W line a distance of 268.71 feet to a point on the grantor's west property line;

Thence N3°10'32"E along the grantor's west property line a distance of 17.10 feet to the Point of Beginning of the property herein conveyed and containing 0.104 acres, more or less.

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.

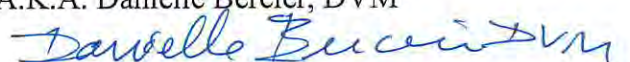
TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

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.

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 12 day of Feb, 2020.


Danielle L Bercier A.K.A. Danielle Bercier, DVM



GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Danielle L. Bercier A.K.A. Danielle Bercier, DVM, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of February, 2020.

Tate Chalfant
NOTARY PUBLIC

My Commission Expires: _____



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

G, D, B & PAVE SOUTH BOULEVARD
FROM WEST BLVD TO COUNTY ROAD 55
PROJECT NO. 0212719
BALDWIN COUNTY, ALABAMA
TRACT 28

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (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 12
day of Feb., 2020.

D.L. Bercier DVM
Danielle L. Bercier A.K.A. Danielle Bercier, DVM
Danielle L. Bercier

ACKNOWLEDGMENT

STATE OF ALABAMA)

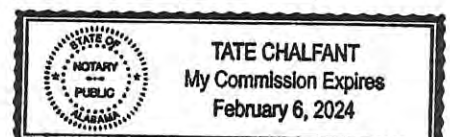
COUNTY OF BALDWIN)

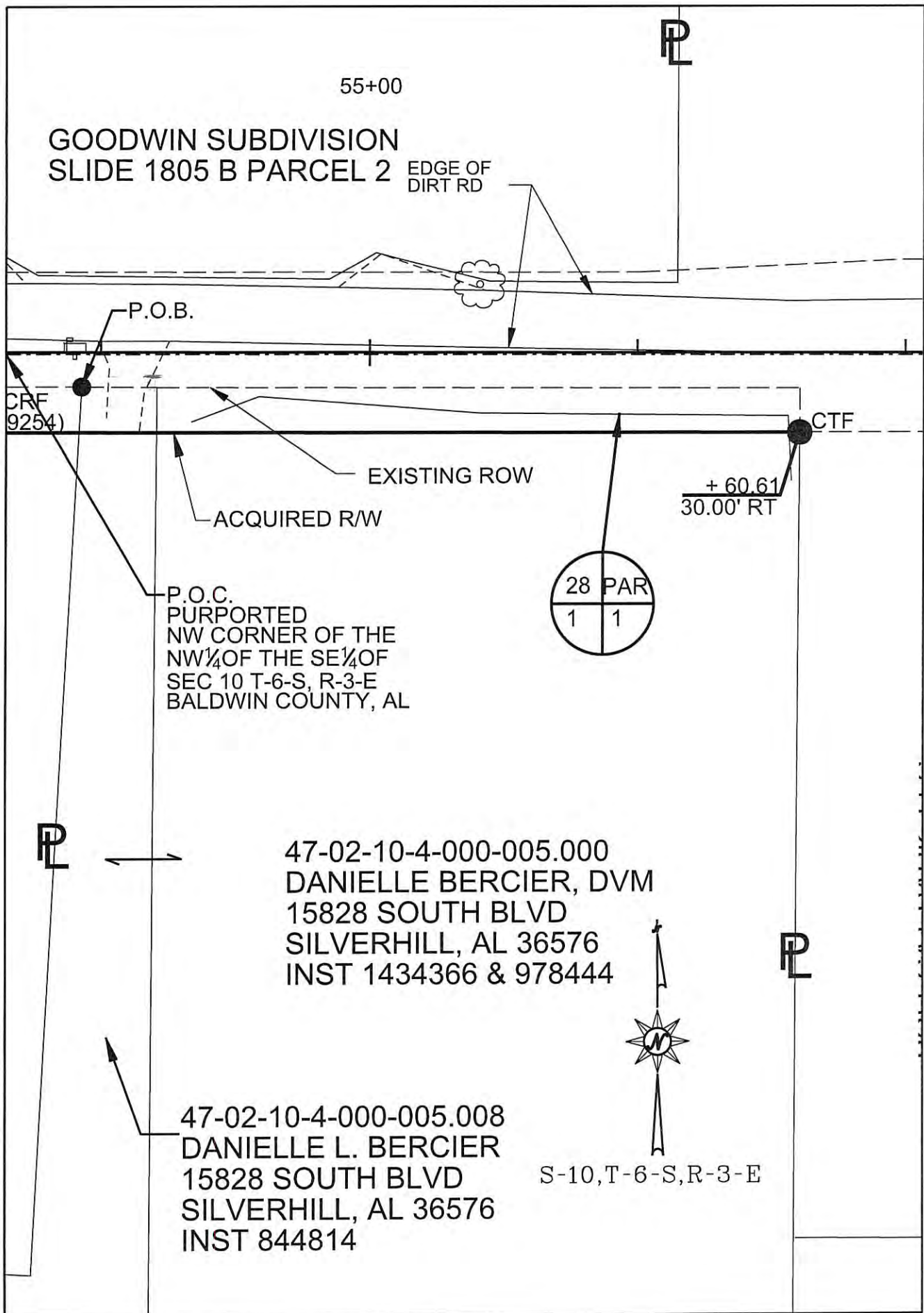
I, Tate Chalfant, a Notary Public, in and for said County in said State, hereby certify that Danielle L. Bercier A.K.A. Danielle Bercier, DVM, whose name is, signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of February 2020.

Tate Chalfant
NOTARY PUBLIC

My Commission Expires _____





THIS IS NOT A
BOUNDARY SURVEY

COUNTY OF BALDWIN

TRACT NO.	28	PROJECT NO.	0212719
OWNER	DANIELLE L BERCIER	COUNTY	BALDWIN
TOTAL ACREAGE	8.452	SCALE:	1"=50'
R.O.W. REQUIRED	0.104	DATE;	01-07-2020
PRESCRIPTIVE R.O.W.	N/A	REVISED:	N/A
T.C.E. REQUIRED	N/A	SHEET :	1 OF 1
REMAINDER	8.349		



SOUTH BOULEVARD (TRACT 28)





Baldwin County Commission

Agenda Action Form

File #: 21-0156, **Version:** 1

Item #: BQ1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Eddie Harper, Building Official

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Building Inspection Department - Position Change

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the reclassification of the Plans Examiner from salary grade S313 to hourly grade 315; and
- 2) Approve the updated position description for the Plans Examiner.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Plans Examiner position was created during the FY20/21 Budget Cycle and is currently vacant. The position should be classified in the same pay grade as a Building Inspector III. The Building Official respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: The cost to FY21 is TBD. The position was budgeted at \$44,477 for FY21. The cost depends on when the position is filled and on the salary of the new employee. If it is filled at the Grade 315 base of \$49,982.40, it could cost approximately \$5,500 (salary only; does not include additional fringe costs). Grade S313 is a salary exempt position with a range of \$44,470.40 to \$72,883.20, and Grade 315 is an hourly position with a range of \$49,982.40 to \$81,889.60. Grade 315 allows for overtime expenses that are not normally incurred with a salary exempt position.

Budget line item(s) to be used: 52710 salary/fringe accounts

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

Yes. The FY21 budget included a salary budget for the Plans Examiner of \$44,477 (total payroll budget of \$58,032). Moving the position to Grade 315 will change the budget going forward, at minimum, to the base Grade 315 salary of \$49,982 (total payroll budget of \$64,377), i.e. a minimum cost of approximately \$6,345. Until a start date and salary are determined, Budget staff cannot provide exact numbers. If a budget amendment is needed to accommodate this change, it will be brought to the Commission for approval at a later date.

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0157, **Version:** 1

Item #: BQ2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Commission Administration - Promotion of Employee into Assistant Administrative Services Manager Position

STAFF RECOMMENDATION

Approve the promotion of Kristen Rawson from the Personnel Specialist position (PID #5456) grade 307 (\$15.487 per hour / \$32,212.96 annually) in the Personnel Department (51962) to fill the open Assistant Administrative Services Manager position (PID #5550) at a grade S314 (\$47,153.60 annually) in the Commission Administration Department (51125) to be effective no sooner than November 23, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Assistant Administrative Services Manager position will be vacated due to the retirement of the current employee. The County Administrator and Personnel Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$47,153.60 - budgeted

Budget line item(s) to be used: 51125.5113

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0154, **Version:** 1

Item #: BQ3

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Ron Cink, Budget Director

Wanda Gautney, Purchasing Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Custodial Department - Employment of Two (2) Custodian Positions

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Pamela Crenshaw to fill the Custodian (PID #631) at a grade 303 (\$13.62 per hour / \$28,329.60 annually); and
- 2) Approve the employment of Sarah Hicks to fill the Custodian (PID #815) at a grade 303 (\$13.62 per hour / \$28,329.60 annually).

These actions will be effective no sooner than November 23, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Custodian positions were vacated in September/October 2020 due to the resignation/retirement of the previous employees. The Purchasing Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$56,659.20 - budgeted

Budget line item(s) to be used: 51996.5113

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0190, **Version:** 1

Item #: BQ4

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Bay Minette) - Promotion of Employee into Mechanic II Position

STAFF RECOMMENDATION

Approve the promotion of Kevin Flowers from the Operator Technician I position (PID #5386) grade 307 (\$15.487 per hour / \$32,212.96 annually) to fill the open Mechanic II position (PID #336) at a grade 311 (\$19.900 per hour / \$39,520.00 annually) to be effective no sooner than November 23, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Mechanic II position was vacated in September 2020 due to the retirement of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$39,520.00 - budgeted

Budget line item(s) to be used: 53111.5113

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Change

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0153, **Version:** 1

Item #: BQ5

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Ron Ballard, JDC Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Juvenile Detention Center - Employment of One (1) Part-Time Detention Technician Position

STAFF RECOMMENDATION

Approve the employment of Marlon Sampson to fill the part-time Detention Technician (PID #PT40) at a grade 306 (\$14.60 per hour) to be effective no sooner than November 23, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The part-time Detention Technician position was vacated in September 2020 due to the resignation of the previous employee. The JDC Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$22,016.80 - budgeted

Budget line item(s) to be used: 52610.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0178, **Version:** 1

Item #: BQ6

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Parks Department (Live Oak Landing and Campground) - Creation of Positions

STAFF RECOMMENDATION

Action Item with discussion needed

Take the following actions:

- 1) Create one (1) part-time Park Manager position (PID #TBD) at a grade 309 (\$16.91 per hour - \$27.70 per hour); and
- 2) Create one (1) part-time Park Attendant position (PID #TBD) at a grade 303 (\$12.62 per hour - \$20.67 per hour); and
- 3) Approve the position descriptions for Park Manager, Park Attendant, and Park Camp Host; and
- 4) Approve the updated organizational chart for the Parks Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: During the September 22, 2020 Regular Meeting, the Commission voted to terminate the contract with Wild Native LLC, the company. The County Administrator respectfully requests the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: Approximately \$45,000.00

Budget line item(s) to be used: 57200P.5113

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

Yes - if the employees are added a budget amendment will be needed to fund the expense.

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; Budget Staff - Budget Amendment

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

N/A

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Park Manager (Live Oak Landing and Campground)

Department: Parks Department

Job Analysis: November 2020

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

Relationships

Reports to: Horticulturist, County Administrator

Subordinate staff: Parks Personnel

Internal contacts: Parks Personnel, Administrative staff and County Employees

External contacts: General Public, State and Federal Officials

Status: Classified/Part-Time/Non-Exempt (309)

Job Summary

Responsible for overseeing the operation and maintenance of the Live Oak Landing County Park and campground. Campground oversight includes administration and maintenance of the campground and accommodations reservation system, campground cleanliness of grounds, bathrooms and facilities. In addition, position is responsible for overseeing scheduled activities such as fishing tournaments to ensure a safe and pleasant environment for park visitors as well as overall park beautification, maintenance, security, and cleanliness.

Job Domains

A. Supervision

1. Supervise daily work routines of park staff; monitor work-in progress; make the spot corrections when necessary.
2. Inspect finished work for compliance with specifications.
3. Make sure all park facilities and grounds are kept up to standard.

B. Administration

1. Ensure that the campground and accommodation arrivals checklist is updated daily and that inconsistencies are investigated immediately. Plan for necessary maintenance and repairs for equipment; orders parts, supplies, as required.

2. Complete follow through of no-show, late cancellation charges, and cancel site reservations.
3. Provide and collect daily paperwork and reports as required.
4. Responsible for retrieval and submission of boat launch fees to the Finance and Accounting Department in accordance with policy.
5. Assist Administration staff with reservations for Park events.
6. Ensure that all events held at the Park follow rules and procedures.

C. Maintenance

1. Maintains park structures, facilities, equipment and grounds through routine, preventive, and corrective maintenance practices in all areas including, but not limited to plumbing, carpentry, and electrical. Conducts routine inspections to ensure proper maintenance standards are met. Maintains cleanliness of grounds and facilities. Maintain park facilities, and campground by subordinates and campground hosts. Request assistance from needed County departments and personnel as needed.

D. Visitor Services

1. Explains facilities and services provided for public use, enjoyment and education; meets visitors, answers questions, provides information and directions. Attempts to resolve visitor complaints while maintaining good public relations.

E. Protection

1. Performs routine patrols and security checks; ensures adherence to the park rules and County policies. Opens and/or secures park facilities as appropriate. Interprets and enforces park rules pertaining to all resources and facilities and use thereof for the safety and enjoyment of the visitor. Responsible for security of boat launch fees. Perform other duties as assigned.

F. Miscellaneous

1. Perform various duties including operation of equipment and manual labor as required in emergencies or other critical situations.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Knowledge of park rules and regulations*.
2. Knowledge of park amenities including trails*.
3. Verbal skills to explain procedure and work methods, counsel with subordinates, and make oral reports to County personnel.
4. Technical skills necessary to use a personal computer for functions such as e-mail, internet access, developing spreadsheets, and report writing.
5. Knowledge and ability to operate electronic equipment including computer, phone and communications radio.

6. Knowledge of excellent customer service principles.
7. Verbal communication skills.
8. Competent mathematical skills.
9. Ability to follow directions.
10. Ability to establish and maintain positive working relationships with those contacted in the course of work at all levels, including a culturally diverse public, with a focus on quality service to internal and external customers.
11. Ability to remain calm under pressure.
12. Writing skills to fill out data reports and write various construction plans and procedures.
13. Reading skills to understand maps, blueprints, manuals, etc.
14. Skills in planning and scheduling.
15. Knowledge of occupational safety and health requirements.

Other Characteristics

1. Willing to work non-standard hours as necessary.
2. Willing to attend meetings and other work activities.
3. Willing to attend training seminars.

Minimum Requirements

1. Graduation from high school or satisfactory completion of an acceptable General Education Development (GED) test.
2. Possess a valid driver's license.

POSITION DESCRIPTION

Title: Park Attendant (Live Oak Landing and Campground)

Department: Parks Department

Job Analysis: November 2020

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

Relationships

Reports to: Park Manager (Live Oak Landing), Horticulturalist, County Administrator

Subordinate Staff: None

Internal contacts: Elected Officials, Baldwin County Commission Employees

External Contacts: General Public

Status: Classified/Part-Time/Non-Exempt (303)

Job Summary

Under supervision, performs a wide variety of public contact service involving tourist, campers, boaters and visitors. The Park Attendant will help improve the visitor experience to Live Oak Landing. In addition, the Park Attendant will have the opportunity to serve in many capacities of the daily operations including hospitality and other requisite administrative tasks in support of park visitors and staff. Maintenance work in performing manual labor tasks in the, upkeep and repair of public parks grounds.

Job Domains

1. Explains facilities and services provided for public use, greets visitors, answers questions, collects fees as directed, assists with answering phones, makes reservations and provides information and directions.
2. Accurately maintain logs and accounts for all revenue collected in accordance with County policy.
3. Maintain inventories of necessary supplies.
4. Convey and enforce park rules and regulations.
5. Patrol or monitor premises to prevent theft, violence, or infractions of park rules and maintain security of premises.

6. Communicate with staff and public safety officials during emergencies and report public hazards.
7. Conduct litter pick-up as needed.
8. Clean park restrooms as needed.
9. Maintains the cleanliness of the grounds and the facilities.
10. Prepares forms and reports on a wide range of subjects including fees, receipts, visitor use, accidents, equipment logs, purchasing documents and rental agreements.
11. Upholds regulations regarding park use, patrols campgrounds, directs vehicular and pedestrian traffic.
12. May perform other duties as assigned and assist other employees with park projects.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Knowledge of park rules and regulations*.
2. Knowledge of park amenities including trails*.
3. Knowledge and ability to operate electronic equipment including computer, phone and communications radio.
4. Knowledge of excellent customer service principles.
5. Verbal communication skills.
6. Competent mathematical skills.
7. Ability to follow directions.
8. Ability to establish and maintain positive working relationships with those contacted in the course of work at all levels, including a culturally diverse public, with a focus on quality service to internal and external customers.
9. Ability to remain calm under pressure.

Other Characteristics

1. Be willing to work non-standard hours, including weekends or holidays, as needed.
2. May be required to work alone for extended periods of time between visitors and/or in inclement weather.

Minimum Qualifications

1. Graduation from high school or satisfactory completion of an acceptable General Education Development (GED) test.
2. Possess a valid driver's license and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Camp Host (Live Oak Landing and Campground)

Department: Parks Department

Job Analysis: November 2020

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

Relationships

Reports to: Park Manager, Park Attendant (Live Oak Landing), Horticulturist

Subordinate Staff: None

Internal contacts: Elected Officials, Baldwin County Commission Employees

External Contacts: General Public

Status: Use of a campsite and all utilities at no charge for the duration of the term of service. Minimum term two (2) months.

Job Summary

Under supervision of Park Manager, performs a wide variety of public contact service involving campers. The Camp Host will help improve the visitor experience at the Live Oak Campground. In addition, the Gate Attendant will have the opportunity to serve in many capacities of the daily operations including hospitality and other requisite administrative tasks in support of park visitors and staff. maintenance work in performing manual labor tasks in the, upkeep and repair of public parks grounds

Job Domains

1. Greet and assist visitors upon check-in/arrival, answer questions and explain regulations which apply to them. Distribute maps, copies of park rules and regulations, and brochures about Park. May assist campers in locating a campsite, be familiar with local points of interest and the location of services that might be requested by campers such as towing, groceries, churches, tourist attractions and local events.
2. Perform light maintenance work around the campground such as litter pickup, sweeping and stocking of restrooms, provide information to park staff on potential problems and disseminate information to campers.
3. Assist in campground public relations, educational activities, and

special events/activities.

4. Clean campsites by performing minor maintenance tasks such as raking the campsite pad, washing tables, cleaning out fire rings, picking up litter, reporting any damage to your supervisor. Each site must be cleaned after every camper checks out and before another checks in.
5. Patrol or monitor premises to prevent theft, violence, or infractions of park rules and maintain security of premises. Host shall not attempt to discipline or apprehend any park violators. Host will report all disturbances to park staff or law enforcement depending on situation.
6. Monitor vacant and occupied camp sites and report information to Park Manager and Park staff.
7. Host must set an example by being a model camper practicing good housekeeping at all times in and around their assigned site and by observing all rules and regulations.
8. Host is expected to work most weekends and all holidays during their term. Be observant for activities within the campground requiring immediate attention - ranging from a tree needing to be trimmed to a problem camper. Notify the park manager as these problems arise.
9. Other minor tasks that might be asked of a Campground Host:
 - * Straighten barrier posts
 - * Sweep cobwebs from buildings
 - * Trimming or weeding
 - * Keep track of occupied or vacant campsites
 - * Direct campers to their reserved site
 - * Assist park staff with camper reservation process
 - * Inform incoming campers where family or friends are located.
10. Keep a written report of complaints and criticism of park facilities, report situations that could affect the health and safety of visitors and report any maintenance items which need immediate attention. May maintain other written records as requested by the Park Manager.
11. Communicate with campers during emergencies.
12. Prepares forms and reports on a wide range of subjects including fees, receipts, visitor use, and accidents.
13. May perform other duties as assigned and assist other employees with park projects.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Knowledge of park rules and regulations*.
2. Knowledge of park amenities including trails*.
3. Knowledge and ability to operate electronic equipment including computer, phone and communications radio.
4. Knowledge of excellent customer service principles.
5. Verbal communication skills.

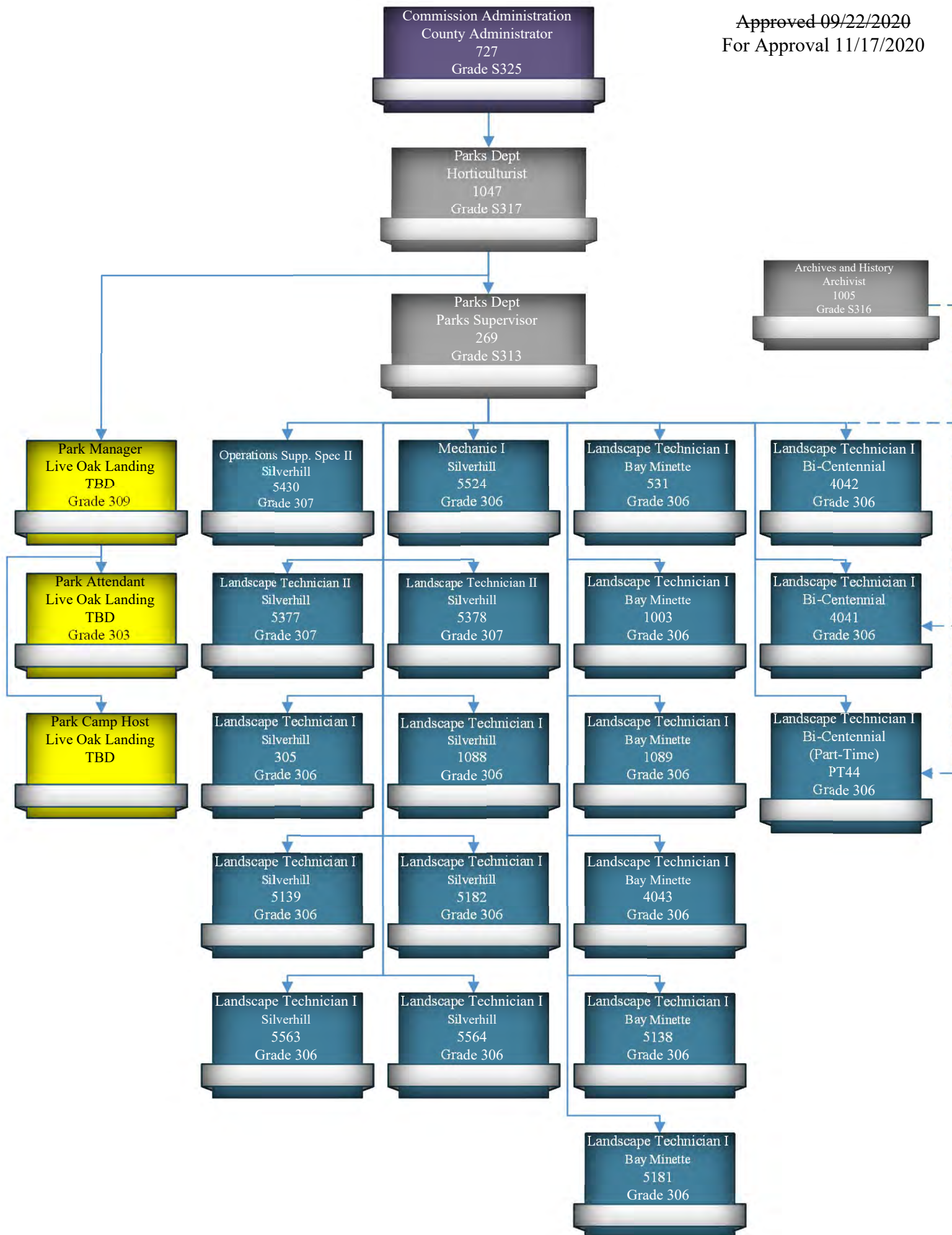
6. Competent mathematical skills.
7. Ability to follow directions.
8. Ability to establish and maintain positive working relationships with those contacted in the course of work at all levels, including a culturally diverse public, with a focus on quality service to internal and external customers.
9. Ability to remain calm under pressure.
10. Ability to lift up to fifty (50) pounds, unassisted.

Other Characteristics

1. Be willing to work non-standard hours, including weekends or holidays, as needed.
2. May be required to work alone for extended periods of time between visitors and/or in inclement weather.

Minimum Qualifications

1. Graduation from high school or satisfactory completion of an acceptable General Education Development (GED) test.
2. Possess a valid driver's license.





Baldwin County Commission

Agenda Action Form

File #: 21-0158, **Version:** 1

Item #: BQ7

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Personnel Department - Transfer of Employee into Personnel Specialist Position

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the lateral transfer of Brittany Vaughn from the Benefits Specialist position (PID #5455) grade 307 (\$15.487 per hour / \$32,212.96 annually) to the Personnel Specialist position (PID #5456), with no change in pay grade or salary. to be effective no sooner than November 23, 2020; and
- 2) Approve the updated position description for Benefits Specialist.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Personnel Specialist position will be vacated due to the promotion of the current employee. The Personnel Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: No additional costs

Budget line item(s) to be used: 51962.5113

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Benefits Specialist

Department: Personnel Department

Job Analysis: 01/86, 04/01, 06/03, 10/05, 08/08, 02/11, 09/11, 06/16, 09/17, 08/19, 11/20

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

Relationships

Reports To: Personnel Director, Assistant Personnel Director

Subordinate Staff: None

Internal Contact: All employees, Elected Officials, Department Heads

External Contacts: Various Benefit Providers

Status: Classified/Non-Exempt (~~H~~ 307)

Job Summary

Responsible for implementation of employee benefits with the County. As needed, provides special guidance and assistance on County benefits to all County employees. Works in conjunction with the Assistant Personnel Director to implement approved, new, or modified plans and employee benefits policies, and administer existing plans. Assists in developing cost control procedures to assure maximum coverage at the least possible cost to the County and its employees. Ensures plans are administered in accordance with federal and state regulations and plan provisions are followed. Serves as FMLA administrator.

Job Domains

A. Benefits

1. Administers all County sponsored benefit plans including enrollments and terminations.
2. Processes required documents through payroll and insurance providers to ensure accurate record keeping and proper deductions.
3. Works in conjunction with the Assistant Personnel Director to implement approved, new, or modified plans and employee benefits policies, and administer existing plans. Assists in developing cost control procedures to assure maximum coverage at the least possible cost to the County and its employees.
4. Assist in preparing reports and applications required by law to be filed with federal and state

agencies.

5. Assists in developing benefit information and statistical and census data for actuaries, insurance carriers, and management.
6. Counsels employees on plan provisions so that individuals can make informed benefit decisions.
7. Maintains enrollment applications and claims records for County sponsored benefit plans.
8. Manages annual open enrollment period each year. Arranges for distribution of materials from carriers, assists with, communicating changes to employees and arranges for on-site representation by providers. Processes changes within deadlines.
9. Assist in serving as the COBRA Administrator.
10. Oversees notification of COBRA eligibility.
11. Maintains employee benefit history in computer system.
12. Provides employment verification on current and previous employees.
13. Prepares benefits statements for all County employees.
14. Assists with new employee orientation as required.
15. Assists employees with Family Medical Leave Act (FMLA) information and case set-up.
16. Works in coordination with medical personnel to determine eligibility of FMLA leave cases.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively with office staff and general public.
2. Math skills to add, subtract, divide, and multiply.
3. Skills to prepare reports, complete forms, and to compose letters.
4. Skills to understand written instructions, manuals and correspondence.
5. Knowledge of payroll procedures.
6. Knowledge of general office procedures.
7. General knowledge of departmental policies and procedures and ability to apply them to work problems.
8. Ability to work independently.
9. Ability to analyze and trouble shoot computer related problems.
10. Skills to manage benefits and payroll issues.
11. Skills to manage payroll/HR software.
12. Knowledge of all state and federal payroll/benefits law.

Other Characteristics

1. Willing to travel for purpose of professional development.
2. Willing to work overtime and nonstandard hour to meet deadlines.

Minimum Qualifications

1. High school diploma or equivalent, required.
2. 3-4 years of office experience with experience and basic understanding of benefits and human resource functions, required.
3. Experience in FMLA administration, required.
4. Possess a valid driver's license and be insurable by the County insurance standards.



Baldwin County Commission

Agenda Action Form

File #: 21-0179, **Version:** 1

Item #: BQ8

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Planning and Zoning Department - Creation of Position

STAFF RECOMMENDATION

Take the following actions:

- 1) Create one (1) Code Enforcement Officer position (PID #TBD) at a grade S317 (\$56,410.00 - \$92,439.00 annually); and
- 2) Approve the updated organizational chart for the Planning and Zoning Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Due to the growth of Baldwin County, the County Administrator respectfully requests the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: Approximately \$56,410.00

Budget line item(s) to be used: 52730.5113

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

Yes - if the position is approved a budget amendment will be needed to fund the expense.

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

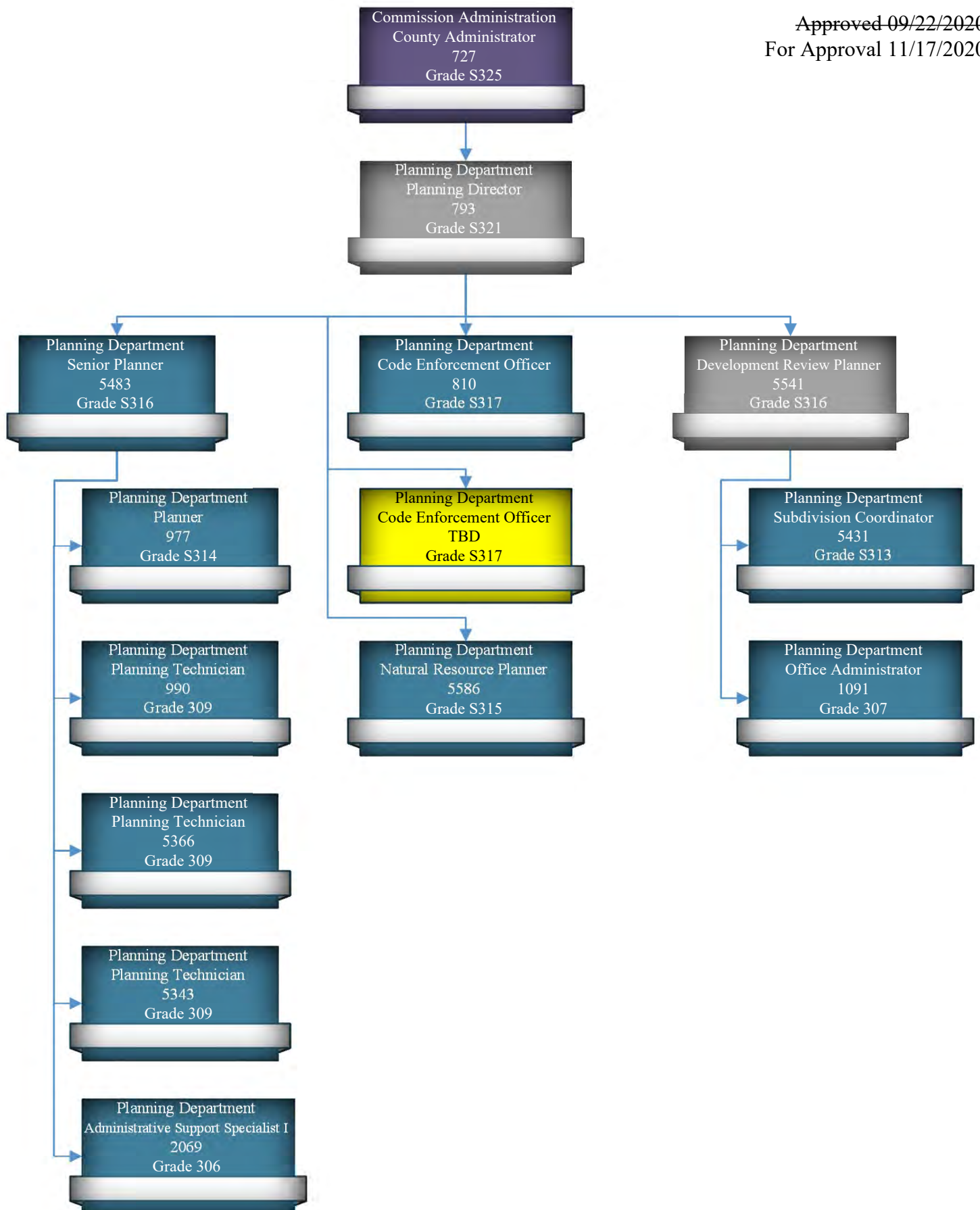
FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A





Baldwin County Commission

Agenda Action Form

File #: 21-0155, **Version:** 1

Item #: BQ9

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Teddy Faust, Revenue Commissioner

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Revenue Commission (Re-Appraisal) - Promotion of Employee into Real Property Appraiser I Position

STAFF RECOMMENDATION

Take the following actions:

1) Approve the promotion of Samuel Thomley from the Real Property Appraiser Trainee position (PID #5407) grade 309 (\$17.415 per hour / \$36,223.20 annually) to fill the open Real Property Appraiser I position (PID #5520) at a grade 310 (\$18.808 per hour / \$39,120.64 annually) be effective no sooner than November 23, 2020;

2) Abolish the Real Property Appraiser Trainee position (PID #5407).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Real Property Appraiser I position was created during the FY19/20 Budget Cycle and the current Real Property Appraiser Trainee employee has met all of the qualifications to become a Real Property Appraiser I. The Revenue Commissioner respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$39,120.64 - budgeted

Budget line item(s) to be used: 51810.5113

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0171, **Version:** 1

Item #: BQ10

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Terri Graham, Development and Environmental Director
Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Solid Waste Department (Collections) - Employment of Two (2) Solid Waste Driver I Positions

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Zachary Dishman to fill the Solid Waste Driver I position (PID #661) at a grade 307 (\$15.330 per hour / \$31,886.40 annually); and
- 2) Approve the promotion of Christopher Hansen from the Solid Waste Technician position (PID #868) grade 304 (\$13.420 per hour / \$27,913.60 annually) to fill the open Solid Waste Driver I position (PID #5145) grade 307 (\$15.330 per hour / \$31,886.40 annually).

These actions will be effective no sooner than November 23, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Solid Waste Driver I positions were vacated due to the transfer and promotion of the previous employees. The Development and Environmental Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$63,772.80 - budgeted

Budget line item(s) to be used: 54800.5113

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0193, **Version:** 1

Item #: BR1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Vince Jackson, Development Review Planner

Submitted by: Vince Jackson, Development Review Planner

ITEM TITLE

Considerations Related to a Zoning Election for Planning (Zoning) District 19

STAFF RECOMMENDATION

Action Item with discussion needed

Regarding a request for a zoning election in Baldwin County Planning District 19, take the following actions:

- 1) Adopt Resolution #2021-025, which formally certifies the accuracy of the "Petition for a Zoning Election in Planning (Zoning) District 19," as ten percent (10%) of the qualified electors have signed the "Petition" requesting than an election be held pursuant to Section 8 of Act No. 91-917, as amended; and
- 2) Designate Bethel Lutheran Church, located at 6725 County Road 32, Fairhope, Alabama 36532, as the polling place for the Zoning Election to be held on December 29, 2020; and
- 3) Make the Order of the Judge of Probate, calling for the Zoning Election to be held on December 29, 2020, a part of the record.

BACKGROUND INFORMATION

Previous Commission action/date: October 6, 2020

Background: The Planning and Zoning staff has had discussions with citizens representing the Battles Road Preservation Group (BRPG), LLC, pertaining to the formation of a new Planning (Zoning) District and the request for a referendum for Planning and Zoning purposes. The area in question is located south of the City of Fairhope and east of Planning District 26. In addition, the area is currently part of Planning District 17. The new district, which was approved by the County Commission on August 4, 2020, is known as Planning District 19. A map showing the boundaries of the Planning District is attached to this agenda item.

The steps for exercising Planning and Zoning authority are found at Title 45, Chapter 2, Article 26,

Part 2, Subpart 1 of the Code of Alabama and are listed as follows:

- 1) A party or parties seeking to file a petition shall notify the County Commission in writing that the parties will petition for the formation of a Planning District and the proposed boundaries of the district.
- 2) Within 15 days of notice to the County Commission, the Judge of Probate shall give a preliminary estimate of the number of signatures needed to call the election. Ten percent of the qualified electors residing within the proposed planning district will need to sign the petition. Planning and Zoning staff has received this information.
- 3) The County Commission shall notify the principal party in writing, within 30 days of written notification of intent to request a referendum, that the proposed district is acceptable for planning, zoning and voting purposes, and shall furnish forms for use in seeking the required signatures.
- 4) The party or parties will have 120 days to gather the signatures and file the petition. Upon receipt, the County Commission and Judge of Probate will have 45 days to certify or reject the accuracy of the petition. If the number of signatures is not sufficient, the party or parties will have an additional 60 days in which to obtain signatures and have the petition certified.
- 5) Upon certification, the County Commission shall instruct the Judge of Probate to provide for an election within the district no later than 90 days after certification. If the petition is not certified, a new petition cannot be refiled for two years.

Based on information provided by the Probate Office and the Board of Registrars, 705 qualified electors reside within the boundaries of Planning District 19. As a result, 71 signatures (10 percent of the qualified electors) were needed for the petition. On August 17, 2020, the parties seeking a zoning referendum submitted a petition which included 256 signatures. Of the signatures submitted, 241 were verified by the Probate Office. On this basis, the petition was accepted and certified. The County Commission, on October 6, 2020, took action requesting the Judge of Probate to schedule a Zoning Election in Planning (Zoning) District 19, no later than December 29, 2020. The election has been scheduled and will take place at Bethel Lutheran Church, located at 6725 County Road 32, Fairhope, Alabama 36532.

This agenda item serves as a follow-up to the action taken on October 6, 2020. Staff now respectfully recommends the following:

1. Adopt Resolution #2021-025, which formally certifies the accuracy of said "Petition for a Zoning Election in Planning (Zoning) District 19, as ten percent (10%) of the qualified electors have signed the "Petition" requesting than an election be held pursuant to Section 8 of Act No. 91-917, as amended; and
2. Designate Bethel Lutheran Church, located at 6725 County Road 32, Fairhope, Alabama 36532, as the polling place for the Zoning Election to be held on December 29, 2020; and
3. Make the Order of the Judge of Probate, calling for the election to be held on December 29,

2020, a part of the record.

Items pertinent to these recommendations are attached.

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):
Forward a copy of Resolution #2021-025 to the Office of the Judge of Probate.

Additional instructions/notes: Planning and Zoning Department - Coordinate with the Commission Administration Office and Probate Office on required mailings and advertisements.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION # 2021-025
OF THE
BALDWIN COUNTY COMMISSION**

**CERTIFICATION OF PLANNING (ZONING)
DISTRICT NO. 19 PETITION**

WHEREAS, pursuant to the requirements set forth in Act No. 91-719, 1991 Regular Session of the Legislature of Alabama (Acts 1991, Vol. 2, p. 1389), as amended by Act No. 93-668, 1993 Regular Session of the Legislature of Alabama (Acts 1993, Vol. 2, p. 1206), as amended by Act No. 98-665, 1998 Regular Session of the Legislature of Alabama (Acts 1998, Vol. 2, p. 1455), as amended by Act No. 2006-609, Regular Session of the Legislature of Alabama (Acts 2006, p. 1672, Section 1), as amended by Act No. 2010-719, Regular Session of the Legislature of Alabama (Acts 2010, p. 1782, Section 1), as amended by Act. No. 2020-177, Regular Session of the Legislature of Alabama [hereinafter referred to as Act No. 91-719, as amended, specifically Section 8, the County Commission of Baldwin County, Alabama, hereby certifies the accuracy of a Petition, accepted by Baldwin County Planning and Zoning Department staff on August 17, 2020, at which it appears to this honorable body that ten percent (10%) of the qualified electors of Planning (Zoning) District No. 19 have signed a petition requesting that an election be held pursuant to Section 8. Said election to be held no later than December 29, 2020, in accordance with action taken by the Baldwin County Commission on October 6, 2020, requesting the Judge of Probate to schedule an election for Planning (Zoning) District No. 19.

NOW THEREFORE, BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That the said aforementioned Planning (Zoning) District No.19 petition, is hereby **CERTIFIED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **17th** day of **November 2020**.

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne Dyess, County Administrator

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

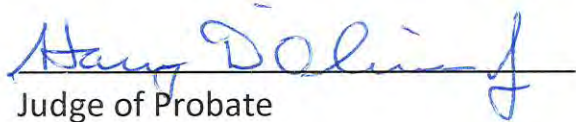
ORDER FOR PLANNING AND ZONING DISTRICT 19 ELECTION

Whereas, the County Commission of Baldwin County has certified to the Judge of Probate the petition requesting a referendum for Planning and Zoning District No. 19 and to determine whether or not the residents of the Planning and Zoning District No. 19 shall be subject to the Planning and Zoning jurisdiction of the Baldwin County Commission;

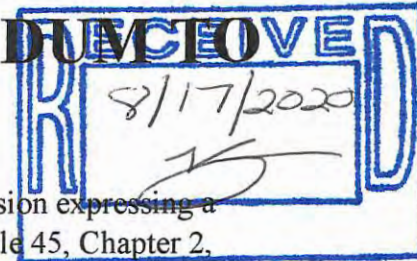
It is therefore, ordered, adjudged and decreed by the Court that the said election be held and conducted on December 29, 2020 at the Bethel Lutheran Church, 6725 County Road 32, Fairhope, Alabama 36532, between the hours of 7:00 a.m. and 7:00 p.m. and that the qualified electors living in the said area of Planning and Zoning District No. 19 be allowed to vote.

Witness my hand this the 5th day of November, 2020.




Judge of Probate

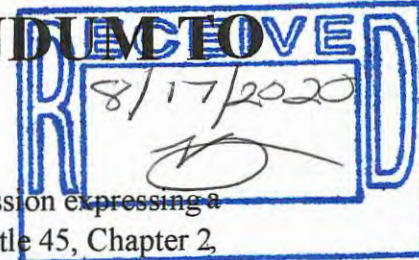
PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
EDUARD WILLIAM FROST	18204 Woodland Dr. Point Clear	7/4/1962	E. William Frost
TRACY AIRES FROST	18204 WOODLAND DR. POINT CLEAR	12/28/62	Tracy A. Frost
Elizabeth Downey Phyfer	18290 Woodland Dr	12/25/65	Elizabeth Phyfer
Richard Martin Phyfer	18290 Woodland Dr	9/29/67	Richard Martin Phyfer
Grant Ashbury Phyfer	18290 Woodland Dr	7/22/62	Grant Ashbury Phyfer
JAMES HARBER	18109 WOODLAND DR	9/17/69	James Harber
Edwin Lee Webb III	18302 Woodland Drive	11/13/79	Edwin Lee Webb III
Rebekah Webb	18302 Woodland Dr.	9/9/83	Rebekah Webb
Sheila B. WARD	18118 WOODLAND DR	9/16/50	Sheila B. Ward
Lindy F. Callahan	18160 Woodland Dr.	9/12/58	Lindy F. Callahan
Mark C. Callahan	18160 Woodland Dr.	1/31/58	Mark C. Callahan
ODESSA B. RUTTER	18067 WOODLAND DR.	2/04/33	Odesa B. Rutter
Melanie Stowe Harber	18109 Woodland Dr	5/4/73	Melanie Stowe Harber
[REDACTED]			

PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

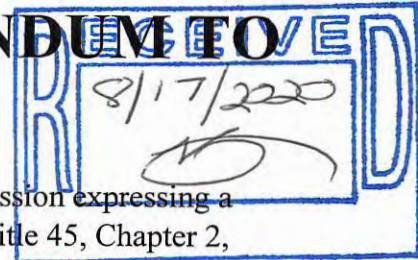
Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
GREGORY MASON RITCHIE	18020 WOODLAND DR; RT CLR, AL 36064	12/1/61	[Signature]
Victoria Redmond Bethea	6021 Pine Grove Dr	10/1/65	Victoria Redmond Bethea
Karen Anne Dixon	18268 Woodland Dr	1/20/59	K. Dixon
Sam Perry Dixon jr	18268 Woodland Dr	7/27/48	[Signature]
Max Buchanan	18318 Woodland Dr	11/16/1981	[Signature]
Anne Buchanan	18318 Woodland Dr	10/12/82	[Signature]
Edith Terreson	18042 Woodland Dr	8/5/66	[Signature]
Virginia R. Stimpson	18183 Quail Run Rd.	8/8/71	V. Stimpson
JOHNNY ROBERTS	18289 WOODLAND DR	6/29/49	Johnny Roberts
LYNN ROBERTS	18289 WOODLAND DR	2-19-49	Lynn Roberts
VIRGINIA S. MARCII	18001 WOODLAND DR.	9/12/927	Virgin Alhach
Effie Thompson	18182 Woodland Dr	5-14-80	E. Thompson
Sam Phyfer	18290 Woodland Dr	3/23/00	[Signature]
Randy Word	18035 Woodland Dr.	3/23/58	[Signature]

RECEIVED
8/17/2000
10

RECEIVED
8/17/2000
10

[illegible]

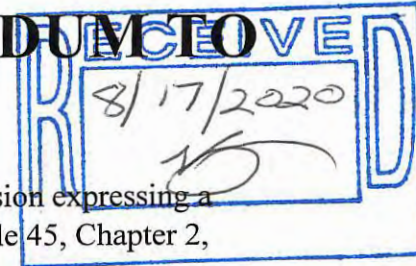
PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
William W. Cashion	6380 Willowbridge Dr Fairhope AL	10/11/43	William W. Cashion
Sandra J. Cashion	6380 Willowbridge Dr Fairhope AL	11/20/53	Sandra J. Cashion
Lavinia B Sporkman	6460 Willowbridge Dr. Fairhope	6/17/46	Lavinia B Sporkman
Clifton W. Whiffles	6460 Willowbridge Dr Fairhope AL	12/1/45	Clifton W. Whiffles
DONNA LEE EVANS	6451 Willowbridge Dr. Fairhope	1/24/53	Donna Evans
Edythe EVANS	6451 Willowbridge Dr. FAIRHOPE	1/9/54	Edythe Evans
R L Hill	6622 Willowbridge Dr. Fairhope	1-19-53	Roy Leon Hill
Mary Katherine Gorman	6460 Willowbridge Dr. Fairhope	12/22/50	Mary Katherine Gorman
Richard T Merritt	6414 Willowbridge Dr	12/21/45	Richard T Merritt
Jennifer Merritt	6414 Willowbridge	6/30/54	Jennifer Merritt
Jim Merritt	6671 Willowbridge	11/20/40	James J. Merritt
Sylvia Wagoner	6642 Willowbridge	10/28/40	Sylvia Wagoner
David WRIGHT	6641 Willowbridge Dr	7/11/45	David Wright
Kathy Wright	6641 Willowbridge Dr	5/12/53	Kathy Wright

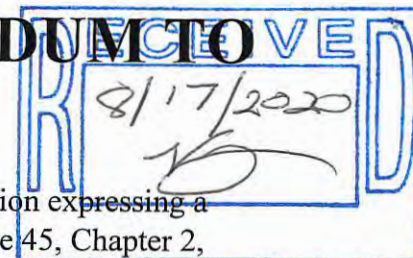
PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
SHARON A. Emmett	6547 Willowbridge Dr. Fhape	8/28/48	Sharon A. Emmett
JOEL O. EMMETT	6547 WILLOWBRIDGE DR., AL FAIRHOPE	5/6/49	Joel O. Emmett
Anne S. Howard	6600 Willowbridge	12/29/45	Anne S. Howard
Vernon Hunter	6551 Willowbridge Dr.	6/2/35	Vernon R. Hunter
Sallie M Hunter	6551 Willowbridge Dr.	11/26/38	Sallie M Hunter
MIKE ARCHER	17706 Hitching Post Circle	7-29-46	Mike Archer
Wendy Archer	17706 Hitching Post Circle	6-17-54	Wendy W. Archer
Nancy Tippins	6672 Willowbridge Dr.	4-25-52	Nancy Tippins
Jim Piccczynski	17662 Hitching Post Circle	8-25-59	James Piccczynski
Mary Piccczynski	17662 Hitching Post Circle	4-21-54	Mary C. Piccczynski
JUNE SMITH	17688 Hitching Post Circle	11-10-50	June Smith
MIKE SMITH	17688 Hitching Post Circle	7-25-50	Mike Smith
MARY FUNK	6634 WILLOWBRIDGE DR	6/14/51	Mary Funk
Donna P. Hill	6622 Willowbridge Dr.	4-3-54	Donna Hill

PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

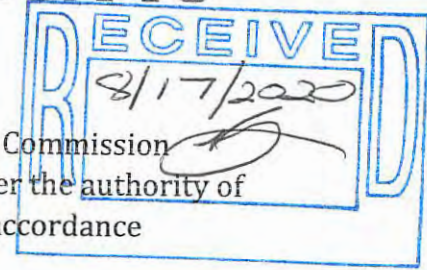
Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
James Roger Barton II	6711 Willowbridge Dr Fairhope, AL 36532	6-10-77	[Signature]
Deborah Weas Hailey	6583 Willowbridge Drive Fairhope, Alabama	5-25-57	[Signature]
John Cockroft Hailey Jr	6583 Willowbridge Dr Fairhope, AL 36532	3-6-57	[Signature]
Mary Diane Donaldson	6607 Willowbridge Fairhope	1-26-42	[Signature]
Ronald Odie Donaldson	6607 Willowbridge Fairhope	6-20-43	[Signature]
Katherine A. Barton	6711 Willowbridge Dr. Fairhope, AL 36532	12/30/76	[Signature]
RONALD T. ALLEN	6612 WILLOWBRIDGE DR. FAIRHOPE, AL 36532	8/8/43	[Signature]
GRACE J. ALLEN	6612 WILLOWBRIDGE DR. FAIRHOPE, AL 36532	8/8/47	[Signature]
Dawn R. Wilhelm	6475 Willowbridge Dr Fairhope, AL 36532	8/23/66	[Signature]
Gary Engle	6475 Willowbridge Dr Fairhope AL 36532	12/06/68	[Signature]

RECEIVED
8/17/2020
Commission
the authority of
ordance

RECEIVED
8/17/2020
Commission
the authority of
ordance

[illegible]

PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
Dorrellius William Boohse	17472 Stillwood Ln, 36532	01/11/1949	<i>[Signature]</i>
ELIZABETH STARBUCK BOOHER	17412 STILLWOOD LN 36532	12/27/48	<i>[Signature]</i>
JACKIE GOLSON	17424 STILLWOOD LN 36532	1/9/51	<i>[Signature]</i>
Randall F. Turner	17321 Bedford CT 36532	05/14/45	<i>[Signature]</i>
Charlene A. Whitt	17091 Stillwood Lane, Fairhope, AL 36532	10/28/60	<i>[Signature]</i>
SAM L. WHITT	17091 Stillwood Ln Fairhope AL 36532	5/5/43	<i>[Signature]</i>
Amelia P. Bonds	17091 B Stillwood	12/4/40	<i>[Signature]</i>
DANIEL BRITTON	17338 Stillwood Lane	8/13/46	<i>[Signature]</i>
Linda Britton	17338 Stillwood Ln	8/26/47	<i>[Signature]</i>
William R. Clement	17353 Stillwood Ln.	7/28/32	<i>[Signature]</i>
Patricia Clement	17353 Stillwood Ln.	4-3-43	<i>[Signature]</i>

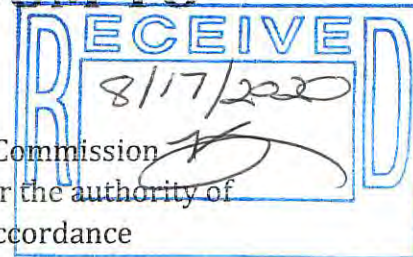
PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
LILLIAN BROWN Torrey	17321 Bedford Court	5-31-37	Lillian B. Torrey
Ronald Maszaro	17314 Stillwood	2-4-43	Ronald Maszaro
Ellen Briggs	173H Stillwood	3-25-45	Ellen Briggs
Thomas Badger IV	17329 Bedford CT	6/15/39	Thomas Badger
Thomas BRADGLEY	17329 Bedford CT	10-29-67	Thomas Bradgley
Peter Whitehead	6741 Peyton Ct Fairhope, AL	10-14-72	Peter Whitehead
Mary E. Whitfield	" "	2-24-75	Mary E. Whitfield
Marilyn Schults	17470 Stillwood Ln, Fairhope, AL	12-16-36	Marilyn Schults
John Schults	17470 Stillwood Ln, Fairhope, AL	9-14-34	John C. Schults
ROBERT GLENNON	17371 STILLWOODS LN FAIRHOPE	9-11-41	Robert Glennon
Rita Glennon	17371 Stillwood DR.	12-23-42	Rita C. Glennon

PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

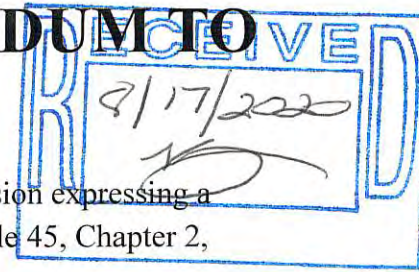
Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
Steven W. Kator	6757 Peyton Court CP	10-27-48	[Signature]
Sharon LaFol	" " "	1-10-58	Sharon LaFol
Martha H. Stronach	6769 Peyton Court	3-17-45	Martha Stronach
Neil Stronach	6769 Peyton Court	2-2-45	Neil Stronach
Bruce C. May	17477 Stillwood Lane	12-21-51	Bruce C. May
Gretchen Schapka	17378 Stillwood Lane	10-30-43	Gretchen Schapka
Don Schapka	" " "	2-13-42	Don Schapka
Donna D. Morrison	17449 Stillwood	9-3-33	Donna D. Morrison
Ken Marino	17449 Stillwood Ln	1-9-33	Ken Marino
Temple C. May	17477 Stillwood Lane	10-07-52	Temple C. May

RECEIVED
8/17/2020
Commission
the authority of
Ordinance

RECEIVED
8/17/2020
Commission
the authority of
Ordinance

[illegible]

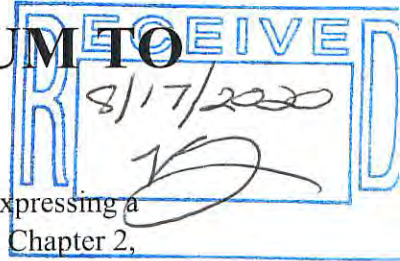
PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
Amy Kidd	17847 Burwick Loop	12/22/63	Amy Kidd
Bernard Michaud	17847 Burwick Loop	09/22/61	Bernard Michaud
Margaret Truitt	17602 Burwick Loop	7/22/61	Margaret Truitt
Richard Truitt	17602 Burwick Loop	6/16/63	Richard Truitt
Jonas Rockett	17491 Seldom St	3/30/50	Jonas Rockett
Julie Rockett	17491 Seldom St	2/17/57	Julie Rockett
Jaipher Johnson	17588 Burwick Loop	9/22/72	Jaipher Johnson
Jaggoe Johnson	17588 Burwick	7/27/72	Jaggoe Johnson
Erica Dodd	17636 Burwick Loop	2/28/82	Erica Dodd
Alan Dodd	17636 Burwick Loop	3/13/80	Alan Dodd
Buddy Woodbridge	17332 Seldom Street	6/21/47	Buddy Woodbridge
Jane Beene	17332 Seldom Street	3/21/47	Jane Beene
Alan Holt	17343 Seldom Street		Alan Holt
Stephany Holt	17343 Seldom Street		Stephany Holt

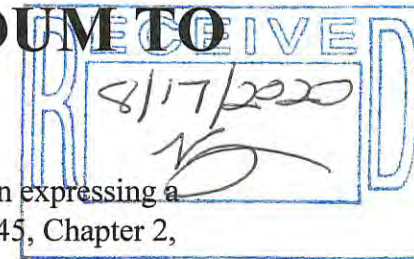
PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
ERIC LEE TYRA	7196 PENBRIDGE AVE., FAIRHOPE, AL	12/15/1949	<i>[Signature]</i>
CYNTHIA JOANNE TYRA	7196 PENBRIDGE AVE., FAIRHOPE, AL	04/01/1960	<i>Cynthia J. Tyra</i>
KATE C. FISHER	17687 BURWICK LOOP. FH 36532	6/26/48	<i>Kate C. Fisher</i>
JAMES E FISHER	17687 BURWICK LOOP. FH 36532	5/26/36	<i>James E. Fisher</i>
PAUL E HARRIMAN	17663 BURWICK LOOP FH 36532	1/12/46	<i>Paul E. Harman</i>
SHEILA HARRIMAN	17663 BURWICK LOOP FH 36532	10/15/45	<i>Sheila Harman</i>
Paige Dill	7090 Troutbrook Ave,	10-13-56	<i>Paige Dill</i>
James Dill	7090 Troutbrook Ave.	10-25-41	<i>James Dill</i>
John Frey	7056 Troutbrook Ave	4/21/60	<i>John Frey</i>
Natalie Frey	7056 Troutbrook Ave	10/6/58	<i>Natalie Frey</i>
Miriam Clark	17377 B Burwick Loop	9-27-35	<i>Miriam Clark</i>
Ginny Allen	17328 Burwick Loop	10/7/77	<i>Ginny Allen</i>
Chris Allen	17328 Burwick Loop	4/28/74	<i>Chris Allen</i>
Mary Stebbins	17341 Seldon Street	6/19/50	<i>Mary Stebbins</i>

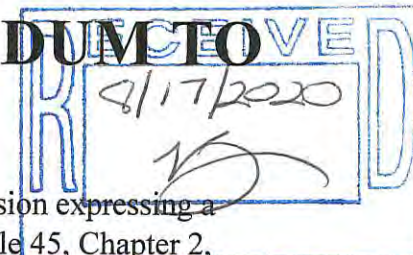
PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
Elsa Catherine Engeriser	6097 Saddlewood Ln Fairhope, AL 36532	07/27/2002	<i>Elsa Engeriser</i>
Aubrey Josephine Engeriser	6097 Saddlewood Ln Fairhope AL 36532	01/01/2001	<i>Aubrey Engeriser</i>
Tyson Luke Engeriser	6097 Saddlewood Lane Fairhope AL 36532	7/4/1970	<i>Tyson Engeriser</i>
Barbara Wilson Engeriser	6097 Saddlewood Ln Fairhope AL 36532	10/24/1972	<i>Barbara Wilson Engeriser</i>
WILLIAM L. SAMS	6112 Saddlewood Fairhope AL	12/29/34	<i>Wm L. Sams</i>
Henry H. Cooney, JR	6419 Saddlewood Lane Fairhope, AL 36532	01/05/69	<i>Henry H. Cooney, JR</i>
Mary M. V. Covington	6419 Saddlewood Ln Fairhope, AL 36532	3-16-73	<i>Mary M. V. Covington</i>
CHRISTOPHER OBERG	6172 SADDLEWOOD LN, FAIRHOPE AL	10/14/1966	<i>Christopher Oberg</i>
Nancy McDonald Frederick	6506 Saddlewood Lane Fairhope, AL	8-22-1953	<i>Nancy McDonald Frederick</i>
WILLIAM E. BENNETT, JR.	6466 SADDLEWOOD LANE - AL 36532 FAIRHOPE	12/23/43	<i>William E. Bennett, Jr.</i>
Rebecca S. Bennett	6466 Saddlewood Ln - Fairhope 36532	2/26/46	<i>Rebecca S. Bennett</i>
John H. Wallace	6550 STIRRUP CT. FAIRHOPE AL 36532	10/15/48	<i>John H. Wallace</i>
LOUISE WALLACE	6550 STIRRUP CT Fairhope 36532	2/7/47	<i>Louise Wallace</i>
Bianca Ruffner	6499 Saddlewood LN	6/5/80	<i>Bianca Ruffner</i>

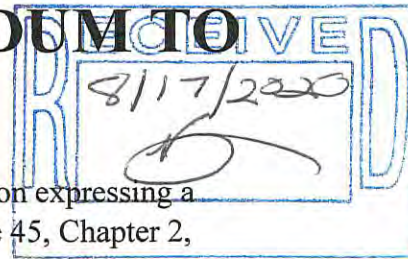
PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
LOUIS SOISSON	17349 Polo Ridge Blvd FAIRHOPE AL 36532	12/15/67	Louis Soisson
Kimberly Anna- Soisson	17349 Polo Ridge Blvd FAIRHOPE AL 36532	6/14/72	Kimberly Soisson
JAVIS RICHMOND	6147 SADDLEWOOD LANE, FAIRHOPE, AL 36532	10/23/51	Javis Richmond
Nancy K. Griffin	17360 Polo Ridge Blvd. FAIRHOPE, AL 36532	4/3/53	Nancy K. Griffin
Kevin J. Griffin	17360 Polo Ridge Blvd FAIRHOPE, AL 36532	6/15/60	Kevin J. Griffin
Joseph Molyneux	17245 Polo Ridge Blvd FAIRHOPE, AL 36532	3/23/57	Joseph Molyneux
PATRICIA MOLYNEUX	17245 Polo Ridge Blvd FAIRHOPE, AL 36532	10/22/57	Patricia Molyneux
MARY WALLACE CROCKER	17169 Polo Ridge Blvd FAIRHOPE, AL 36532	01/15/41	Mary Wallace Crocker
Ginger L. MacMicking	17375 Polo Ridge Blvd FAIRHOPE, AL 36532	2/21/1948	Ginger L. MacMicking
JAMES A. MacMICKING	17375 Polo Ridge Blvd, FAIRHOPE	7/6/51	James A. MacMicking
DEARIAN S. MITCHELL	6319 Saddlewood Ln FAIRHOPE, AL 36532	09/09/56	Dearian S. Mitchell
Rex D. Mitchell	6319 Saddlewood Ln, FAIRHOPE, AL 36532	09/09/56	Rex D. Mitchell
Randall Adams	1225 Saddlewood Ln FAIRHOPE	11/21/73	Randall Adams
Cammie Adams	" " " "	6/28/76	Cammie Adams

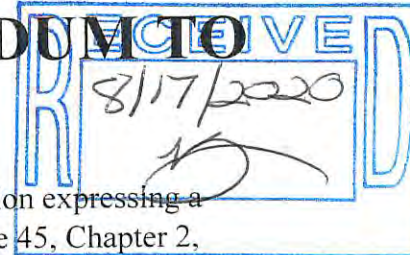
PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
Hannah Elizabeth Self Wagner	6371 Saddle Wood Lane Fairhope AL 36532	8/14/89	Hannah S. Wagner
Joseph L. Harman	6333 Saddle Wood Lane Fairhope AL 36532	6/20/63	Joseph L. Harman
Rebecca Harman	6333 Saddle Wood Lane Fairhope AL 36532	4/20/65	Rebecca K. Harman
Glenn Woods	6473 Saddlewood Lane Fairhope	4/23/42	Glenn Woods
Mary Kay Webb	6473 Saddlewood Lane Fairhope AL	3/15/57	Mary Kay Webb
Margaret Berd	6473 Saddlewood Lane Fairhope AL	10/7/80	Margaret A. Berd
Brian Ruffner	6499 Saddlewood Lane Fairhope	4/25/1978	Brian Ruffner
Darius A. Fafoutakis	17375 Polo Ridge Blvd. Fairhope, AL	02/17/1997	Darius Fafoutakis
Timothy Slaton	17517 Polo Ridge Blvd FAIRHOPE	01/23/54	Timothy Slaton
Mary Slaton	17517 Polo Ridge Blvd	01/29/54	Mary Slaton
Benny Deann	6113 Saddle Wood Lane	10/6/81	B. Deann

PETITION FOR PLANNING DISTRICT 19 REFERENDUM TO ESTABLISH PLANNING AND ZONING



We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
James Spain	6441 Beaver Creek Dr. 36532	09-11-88	
Gena Jackson	6811 Beaver Creek Dr.	10/23/56	
DAVID WITTES	6850 Beaver Creek Dr 36532	03/04/60	
William R. McNair	6730 Beaver Creek Dr.	08/13/46	
Lucinda B. Howze	6450 Beaver Creek Dr.	9/27/51	
KEO DUNCAN	6600 Beaver Creek Dr.	4/2/35	
KEVIN DUNCAN	6600 Beaver Creek Dr.	11/9/35	
Jacquelyn J. Crum	6381 Beaver Creek Dr.	9-10-54	
Ozalya W. Ross	6510 Beaver Creek Dr.	11-10-49	
VAN CROCKER	6841 Beaver Creek Dr.	11-24-46	

RECEIVED
8/17/2020
10

RECEIVED
8/17/2020
10

[illegible]

RECEIVED
8/17/2020
15


e 45, Chapter 2,

[illegible]

RECEIVED
 8/17/2020
 10
 n expressing a
 45, Chapter 2,

[illegible]

RECEIVED
MAY 17 2020
15

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
William C Whitley Patricia Joann Leper	6290 Pine Grove Dr. 6290 Pine Grove Dr.	4/23/48 02-27-65	

RECEIVED
JUL 17 2022
V

[illegible]

RECEIVED
 8/17/2020
 15

RECEIVED
 8/17/2020
 15

[illegible]

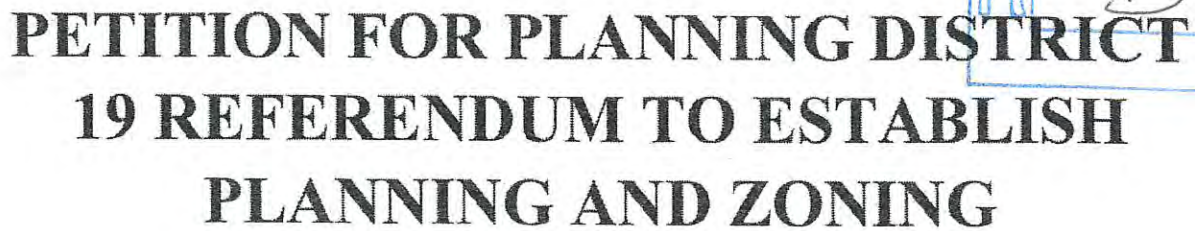
[illegible]



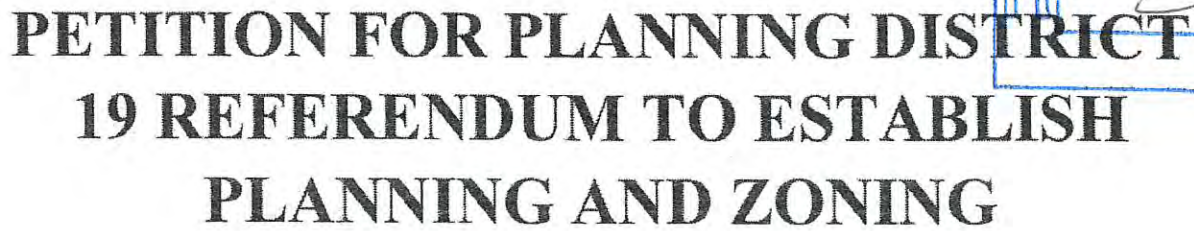
We the undersigned registered voters of Planning District 19 submit this written petition to the Baldwin County Commission expressing a desire to be subject to the planning and zoning jurisdiction of the Baldwin County Commission under the authority of Title 45, Chapter 2, Article 26, Part 2, Subpart 1 of the Code of Alabama and to request a referendum election in accordance therewith.

Full Legal Name (please print)	Residence Address (please print)	Date of Birth	Signature
Allen O. Jones, Jr.	17861 Section ST #10	May 16, 1949	
Alexandria N. Jones	17861 Section ST. #10	Sept. 25, 1951	
Ann B. Nelson	17861 Section ST. #10	MAR 1, 1928	
Ray Herndon	17861 Section #3	8/26/46	
Ray R. Guarch	17861 Section ST	6/19/46	
JANET GUARCH	17861 Section ST. #10	8-3-46	
Rosemary McDonald	17861 Section #2	3-2-47	
Anne Meyer	17861 S. Section #7	6-24-40	
Edward Meyer	17861 S. Section #7	7-15-40	
Paul W. Se	17861 S. Section #5	6/17/44	
Knox McMurry	17861 S. Section ST	8/20/50	
Claudia Shoemaker	17861 Section #9	3/6/62	
Walter S. Sn	17861 Section #1	9/25/39	
Melitta B. Muller	17861 Section #3	2/11/37	
David G. Hanafourde	17861 Section #17	09/29/50	
Janet M. Herndon	17861 S. Section #3	11-18-20	
Cynthia Lynn Bolton	17861 S. Section ST #5	9-25-61	
Deborah Hernandez	17861 Section ST. #4	06-05-1972	
PATRICIA HANAFOURDE	17861 Section ST #17	12-18-42	

Anabelle Bru
Bill Bru
Gillette B.
Muller

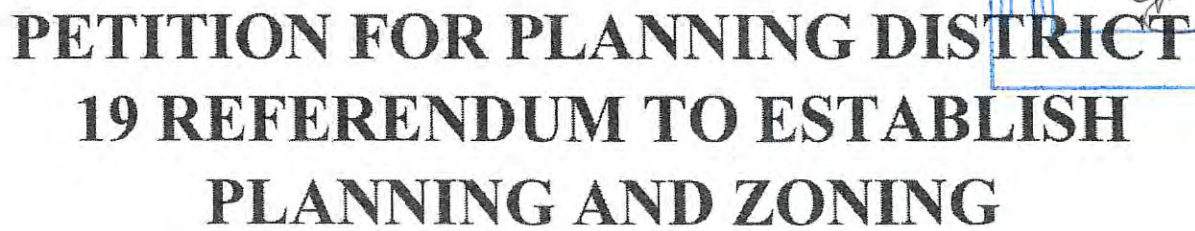
[illegible]

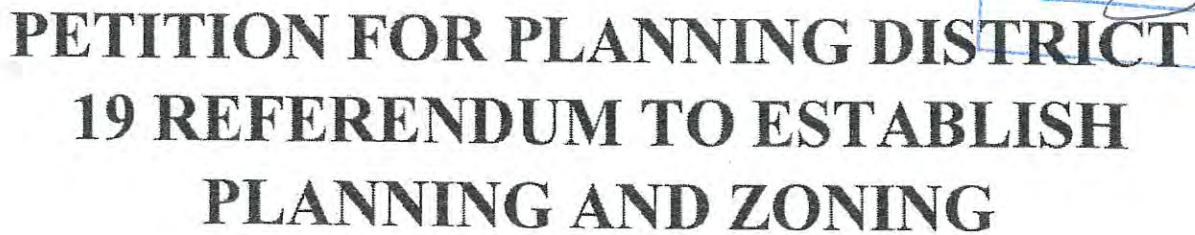
[illegible]

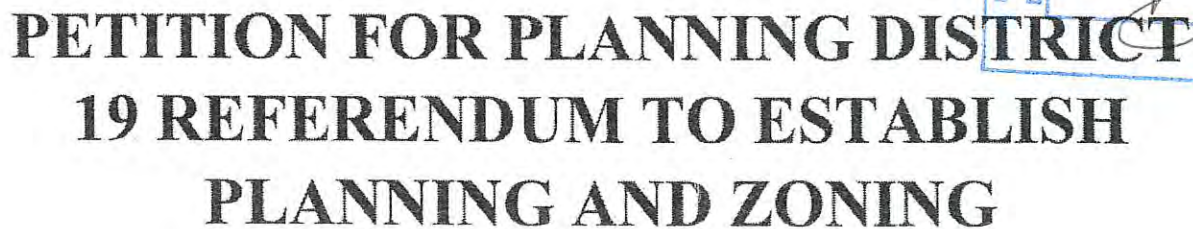


Registered Voter

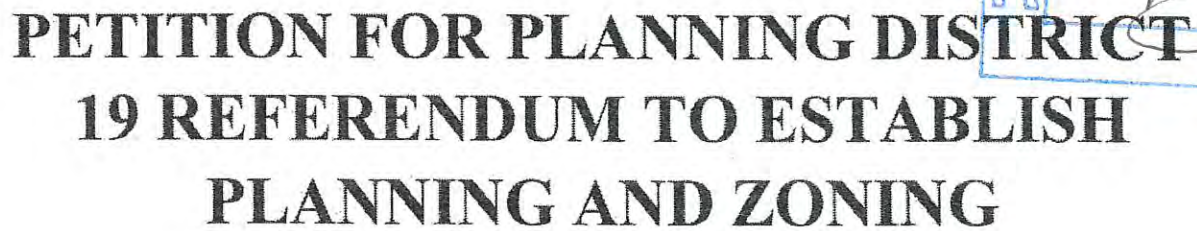
I am over
18 and a
registered
voter

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]



COUNTY COMMISSION

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

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

October 6, 2020

The Honorable Harry D'Olive
Judge of Probate
Baldwin County, Alabama
Post Office Box 459
Bay Minette, Alabama 36507

RE: Planning (Zoning) District 19 - Request for Zoning Election

Dear Judge D'Olive:

The Baldwin County Commission, during its regularly scheduled meeting held on October 6, 2020, approved requesting the Judge of Probate to provide a Zoning Election for Planning (Zoning) District 19, to be held no later than December 29, 2020.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8515 or Vince Jackson, Development Review Planner, at (251) 580-1655.

Sincerely,

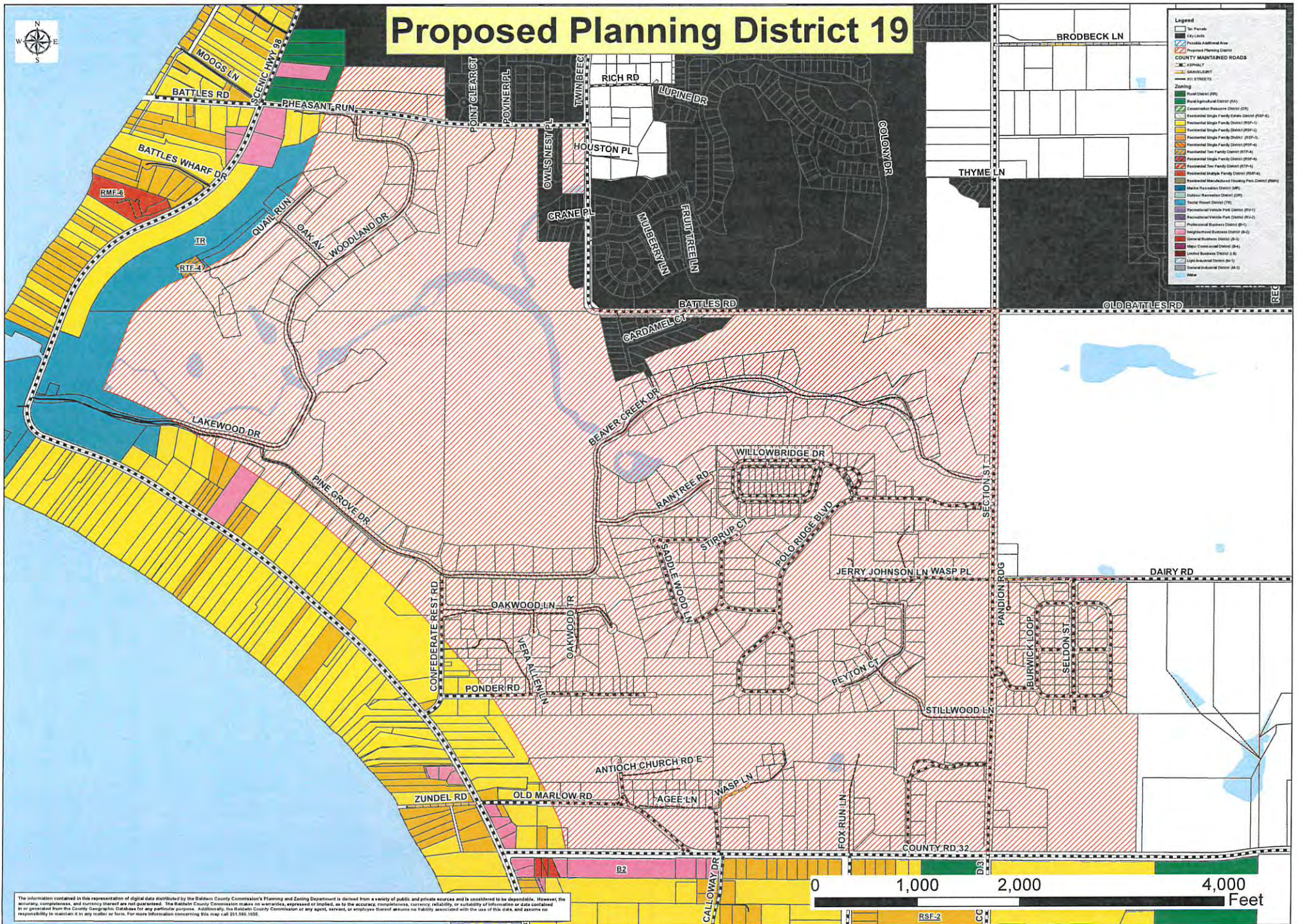
BILLIE JO UNDERWOOD, Chairman
Baldwin County Commission

BJU/mnm Item HA1

cc: Vince Jackson
Wayne Dyess

ENCLOSURE(S)

Proposed Planning District 19



The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranty, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assumes no liability associated with the use of this data, and assumes no responsibility to maintain it in any medium or form. For more information concerning this map, call 913-888-1835.

Laws & Legal Resources.

[View Previous Versions of the Code of Alabama](#)

2019 Code of Alabama

Title 45 - Local Laws.

Chapter 2 - Baldwin County.

Article 26 - Zoning and Planning.

Part 2 - Planning and Zoning Commission.

Division 1 - Establishment.

Section 45-2-261.07 - Procedure for exercising jurisdiction in each district.

Universal Citation: AL Code § 45-2-261.07 (2019)

Section 45-2-261.07

Procedure for exercising jurisdiction in each district.

The Baldwin County Commission shall not exercise its planning and zoning powers and jurisdiction in any district established hereunder until the majority of the qualified electors of the district voting in an election shall have voted their desire to come within the planning and zoning authority of the Baldwin County Commission. The election shall be held if 10 percent of the qualified electors in any district submit a written petition to the county commission expressing a desire to be subject to the planning and zoning jurisdiction of the

Baldwin County Commission under authority of this subpart. For the purposes of the establishment of districts after June 1, 2010, a district shall correspond to a voting precinct or precincts in the county unless the county governing body determines that the use of voting precinct boundaries is not feasible. A party or parties seeking to file a petition shall notify the county governing body in writing that the parties will petition for the formation of a district and the proposed boundaries of the district. The judge of probate within 15 days shall give a preliminary estimate of the number of signatures needed to call the election. The county governing body shall notify the principal party in writing within 30 days of written notification by petitioners of intent to request a referendum, by United States mail, return receipt requested, that the proposed district is acceptable for planning, zoning, and voting purposes and shall furnish forms to the petitioner for use in seeking the number of signatures required to call an election. The parties shall have 120 days thereafter to obtain the necessary signatures and file the petition. The County Commission and the Judge of Probate of Baldwin County shall certify or reject the accuracy of the petition no later than 45 days after receiving the petition. If the number of signatures is not sufficient, the parties shall have another 60 days to complete the petition and have it certified. If the petition is not certified, a petition for the proposed district may not be refiled for two year after the final denial of certification. Upon certification, the county commission shall then instruct the Judge of Probate of Baldwin County to provide for an election within that district no later than 90 days after the certification. Notice of the election shall be published four times during the 30-day period immediately preceding the date of the election in a newspaper of general circulation in Baldwin County. In addition, the county commission shall notify by U.S. mail each elector in a district of the election and the process to obtain additional information. The notification shall state the date of the election and the polling place or places for voting. The judge of probate shall conduct the election. All costs for the notification and election shall be paid from the General Fund of Baldwin County. If a majority of the qualified electors in a district vote in the negative in the election, then the district shall not be subject to the zoning and planning jurisdiction of the Baldwin County Commission, and the qualified electors of the district shall not be eligible to petition for another election until two years from the date of the last election. If a majority of the qualified electors in a district vote in the affirmative, then the district shall be subject to the zoning and planning jurisdiction of the Baldwin County Commission.

(Act 91-719, p. 1389, §8; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1; Act 2010-719, p. 1782, §1.)

Disclaimer: These codes may not be the most recent version. Alabama may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or

adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

JUSTIA

Laws & Legal Resources.

[View Previous Versions of the Code of Alabama](#)

2019 Code of Alabama
Title 45 - Local Laws.
Chapter 2 - Baldwin County.
Article 26 - Zoning and Planning.
Part 2 - Planning and Zoning
Commission.
Division 1 - Establishment.
Section 45-2-261.08 - Appointment of
advisory committees.

Universal Citation: AL Code § 45-2-261.08 (2019)

Section 45-2-261.08

Appointment of advisory committees.

In each district wherein the qualified electors vote to become subject to the planning and zoning authority of the Baldwin County Commission as provided in Section 45-2-261.07, the Baldwin County Commission shall appoint an advisory committee from that district to work with and assist the planning commission in formulating and developing regulations, ordinances, and zoning measures for the district. Each advisory committee shall consist of five members who shall be qualified electors of the district and who shall reflect as nearly as

practical the diversity of land use in a district. The members of each district advisory committee shall elect a chair. Upon the adoption of zoning ordinances and regulations for the district by the Baldwin County Commission pursuant to the terms of this subpart, the services of the district advisory committee shall terminate and the committee shall be abolished. In any district which is contiguous to one or more municipalities, a member of the municipal planning commission of each contiguous municipality shall serve in an ex officio capacity on the advisory committee.

(Act 91-719, p. 1389, §9; Act 98-665, p. 1455, §1; Act 2006-609, p. 1672, §1.)

Disclaimer: These codes may not be the most recent version. Alabama may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

JUSTIA

Laws & Legal Resources.

[View Previous Versions of the Code of Alabama](#)

2019 Code of Alabama Title 45 - Local Laws. Chapter 2 - Baldwin County. Article 26 - Zoning and Planning. Part 2 - Planning and Zoning Commission. Division 1 - Establishment. Section 45-2-261.09 - Assessment of uniform zoning fee.

Universal Citation: AL Code § 45-2-261.09 (2019)

Section 45-2-261.09

Assessment of uniform zoning fee.

The county commission may levy upon the owner of any real property located within any planning district in which a majority of the qualified electors have voted in the affirmative in an election described in Section 45-2-261.07, a uniform zoning fee not in excess of ten dollars (\$10) per parcel of real property per year. Upon the levy the Tax Assessor of Baldwin County shall assess the uniform zoning fee on the real property subject to the uniform zoning fee within the planning district. The assessment shall be collected by the Tax

Collector of Baldwin County on annual ad valorem tax bills and non-payment of the assessment shall constitute a lien on the assessed property. The uniform zoning fee shall not be assessed for more than two years. The Tax Collector of Baldwin County shall collect the fee and the proceeds therefrom shall be deposited in the General Fund of Baldwin County to be expended exclusively for the purpose of administering the master plan and zoning and planning ordinances and regulations promulgated under this subpart.

(Act 91-719, p. 1389, §10; Act 98-665, p. 1455, §1.)

Disclaimer: These codes may not be the most recent version. Alabama may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.



Baldwin County Commission

Agenda Action Form

File #: 21-0160, **Version:** 1

Item #: CA1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wayne Dyess, County Administrator
Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Resolution #2021-017 in Respect of the Life and Legacy of Former Baldwin County Commissioner Frank Burt, Jr.

STAFF RECOMMENDATION

Adopt Resolution #2021-017 in respect of the life and legacy of former Baldwin County Commissioner Frank Burt, Jr. and present the resolution to the family of Mr. Burt in sincere gratitude for his distinguished years of public service to the citizens of Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background: Baldwin County Commission wishes to recognize the years of public service and many achievements and contributions of former Baldwin County Commissioner Frank Burt, Jr. and express its gratitude to Mr. Burt's family on behalf of the citizens of Baldwin County, Alabama.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

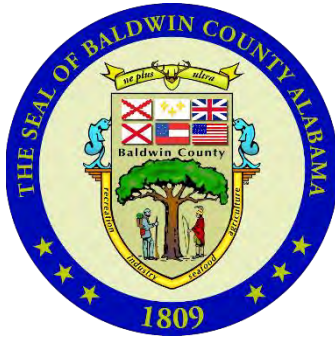
FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

RESOLUTION

IN RESPECT OF THE LIFE AND LEGACY OF FORMER BALDWIN COUNTY COMMISSIONER FRANK BURT, JR.

WHEREAS, it is with an overwhelming sense of loss that we mourn the death of former Baldwin County Commissioner Frank Burt, Jr. of Bay Minette, Alabama, on Saturday, October 31, 2020; and

WHEREAS, Frank Burt, Jr. was born on July 24, 1932, in Evergreen, Alabama, was a graduate of Baldwin County High School (Class of 1950) and Auburn University where he received a B.S. Degree in Pharmacy in 1961; and

WHEREAS, Mr. Burt served in the United States Navy, attaining the rank of 3rd Class Petty Officer, from 1950-1954, serving on the West Coast and in the Pacific; and

WHEREAS, Mr. Burt was a member of First Baptist Church of Bay Minette, serving as a teacher, Sunday School Director, member and Chairman of the Board of Deacons; and

WHEREAS, Mr. Burt worked as a Pharmacist at Stacey's Pharmacy in Bay Minette, Alabama, until he retired in 1998, at which time he devoted all his time to his public duties; and

WHEREAS, Mr. Burt was an advocate for Baldwin County where he served, on many occasions prior, as Chairman and Vice Chairman of the Baldwin County Commission, a member of the North Baldwin Chamber of Commerce, board member of First Gulf Bank, member of the United States Selective Board, member of the Baldwin County Pharmaceutical Association, Shriner, Mason, member of the Rho Chi Honor Fraternity (Pharmacy), former member and President of a rural water system, former member of the North Baldwin Hospital Board, member of the Environment, Energy & Land Use Steering Committee for the National Association of Counties and member of the Watershed Management Advisory Committee for the National Association of Counties; and

WHEREAS, throughout his life, Mr. Burt demonstrated his dedication and love for Baldwin County by his selfless public service to the citizens and the community; and

WHEREAS, he is preceded in death by his beloved wife, Joyce Davis Burt and left to cherish his memory are his loving family and friends; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we recognize the many achievements and contributions of Mr. Burt and extend our heartfelt sympathy to his family and friends, whose grief is shared by many.

BE IT FURTHER RESOLVED, that a copy of this resolution be recorded in the official minutes of this honorable county governing body and embodied as Resolution #2021-017 of the Baldwin County Commission, be conveyed to the family of Mr. Burt in sincere gratitude for his distinguished years of public service to the citizens of Baldwin County, Alabama.

*IN WITNESS, WHEREOF, we have hereunto set
Our hands and caused the seal of the County of
Baldwin to be affixed at the County Seat in Bay
Minette, Alabama, on this 17th day of November,
2020.*

Commissioner Joe Davis, III
Chairman

Commissioner James E. Ball
Vice Chairman

Commissioner Billie Jo Underwood

Commissioner Charles F. Gruber



Baldwin County Commission

Agenda Action Form

File #: 21-0191, **Version:** 1

Item #: CA2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Michelle Howard, Commission Executive Assistant

ITEM TITLE

Funding Award to AltaPointe Health - Pilot Program for Crisis Center Serving Individuals with Mental Illness and Substance Abuse Disorders

STAFF RECOMMENDATION

Tuerk Schlesinger, CEO of AltaPointe Health, will attend the November 17, 2020, Commission meeting to discuss the award from Governor Ivey's Office to Altapointe Health to be a part of a pilot program receiving funding for a crisis center in Mobile to serve individuals with mental illness and substance use disorders. This crisis center will also serve the citizens of Baldwin County.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Alabama Governor Kay Ivey has announced along with Commissioner Lynn Beshear of the Alabama Department of Mental Health and House Majority Leader Nathaniel Ledbetter, the awardees of funding for three crisis centers to serve individuals with mental illness and substance use disorders.

AltaPointe Health is one of the three providers chosen for this crisis diversion pilot project. The site in Mobile will serve a seven-county area that includes Mobile, Baldwin, Washington, Clark, Conecuh, Escambia, and Monroe.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0142, **Version:** 1

Item #: CA3

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wayne Dyess, County Commissioner

Submitted by: Keri Green, Commission Executive Assistant

ITEM TITLE

Proclamation - 2020 Day of Thanks

STAFF RECOMMENDATION

Adopt a Proclamation which sets aside November 17, 2020, as a countywide "Day of Thanks" in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission desires to set aside a day as "Day of Thanks" in the county to give citizens the opportunity to reflect on the County's prosperity during the Thanksgiving Season.

Even though The Baldwin County Commission is unable to join together in person with the citizens of Baldwin County for the Day of Thanks Breakfast, due to Covid-19 restrictions, the Commission still wishes to recognize November 17, 2020, as a countywide "Day of Thanks" to acknowledge and reflect upon the great achievements, blessings and growing prosperity of Baldwin County, Alabama.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



**BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

PROCLAIMING NOVEMBER 17, 2020, AS A "DAY OF THANKS" IN BALDWIN COUNTY, ALABAMA.

WHEREAS, Baldwin County, Alabama, was established on December 21, 1809, by the Mississippi Territorial Legislature and is now a part of the Great State of Alabama; and

WHEREAS, Baldwin County remains the largest county, in land-size, in the state and, currently, is one of Alabama's fastest growing counties with over 200,000 residents and is visited by millions of tourists each year; and

WHEREAS, Baldwin County generates one of the highest shares of revenue for the State of Alabama; and

WHEREAS, Baldwin County's location on the Gulf of Mexico and Mobile River Delta is a large part of its attraction and tremendous prosperity; and

WHEREAS, with all of our abundant blessings, it is only fitting that we set aside a day to reflect upon the county's prosperity; now therefore

BE IT PROCLAIMED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby set aside November 17, 2020, as a countywide "Day of Thanks" to acknowledge and reflect upon the great achievements, blessings and growing prosperity of Baldwin County, Alabama.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette, Alabama, on this the 17th day of November 2020

Commissioner Joe Davis, III
Chairman

Commissioner James E. Ball
Vice Chairman

Commissioner Billie Jo Underwood

Commissioner Charles F. Gruber



Baldwin County Commission

Agenda Action Form

File #: 21-0174, **Version:** 1

Item #: EA1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Payment of Bills

STAFF RECOMMENDATION

Pay bills totaling \$6,260,982.03 (six million, two hundred sixty thousand, nine hundred eighty-two dollars and three 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, \$757,093.31 (seven hundred fifty-seven thousand, ninety-three dollars and thirty-one cents) is payable to the Baldwin County Board of Education and \$45,331.43 (forty-five thousand, three hundred thirty-one dollars and forty-three 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 17, 2020

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. of Education	562,250.11	Sales Tax
	194,843.20	Use Tax
	3,122.50	Food; JDC Resident Meals
Gulf Shores Bd. Of Education	31,907.93	Sales Tax
	13,423.50	Use Tax
Regions Bank Corp Trust	69,375.00	2012 Warrant; Nov 2020
	136,840.62	2013 Warrant; Nov 2020
	36,482.09	2014 Warrant; Nov 2020
	218,685.01	2015 Warrant; Nov 2020
	209,104.17	2020 Warrant; Nov 2020
	70,766.28	2020B Warrant; Nov 2020
First Community Bank	62,874.45	2016 Taxable Warrant
Baldwin County Economic Development Alliance	380,000.00	FY21 Appropriation
	3,089.73	Sales Tax
Baldwin County Heritage Museum Assoc., Inc.	75,000.00	FY21 Appropriation
Holmes Medical Museum	75,000.00	FY21 Appropriation
Crowder Gulf Joint Venture, Inc.	1,853,927.83	Debris Clearance
Mobile Asphalt Co., LLC	222,015.66	Road Building Materials
QCHC, Inc.	145,333.33	Medical Services; Sheriff's
Arrington Curb & Excavation, Inc.	112,618.01	Contract Services
Solid Waste Fund	112,395.60	Tipping Fees; Oct 2020
South Alabama Regional	102,645.14	Temporary Labor
	93.02	Meals Donations; Oct 2020
	76.04	Meals Donations; Sept 2020
	750.00	Annual Dues; 2021
The Bridge, Inc.	78,734.00	Contract Services
Tyler Technologies, Inc.	75,514.00	Computer Software Services
Ammons & Blackmon Construction, Inc.	70,951.38	Contract Services
Partners Managing General Underwriters	69,512.43	Stop Loss Coverage; Nov 2020
TSA, Inc.	62,237.66	Computer Equipment
City of Bay Minette	56,589.05	School Resource Officers
City of Foley	56,245.79	School Resource Officers
McGriff Tire Co., Inc.	55,328.41	Tires
Petroleum Traders Corporation	54,667.71	Fuel
Alabama Cooperative Extension System	53,854.00	FY21 Appropriation
Dekalb County Commission	52,280.93	Protective Measures
GT Michelli Scales	48,982.59	Truck Scales; Solid Waste
City of Orange Beach	48,363.53	School Resource Officers
Thompson Tractor Co.	39,272.93	Repair & Maintenance
Otto Environmental Systems	32,760.00	96 Gallon Garbage Cans; Solid Waste
PPG Architectural Finishes, Inc.	30,360.00	Glass Spheres; HWY Mowing Crew
Delta Flooring, Inc.	30,295.00	Carpet; Administration Building
Cascade Engineering, Inc.	29,331.40	96 Gallon Garbage Cans; Solid Waste
Newell & Bush, Inc.	28,814.59	Contract Services
B I Incorporated	21,380.82	Monitoring; Sheriff's
North Baldwin Infirmary	21,011.61	Medical; Sheriff's
TOTAL	5,709,107.05	

Baldwin County Commission
Accounts Payable Payments
November 17, 2020

Vendor Summary		Totals
1	A & M PORTABLES INC	4,737.00
2	ACCURATE CONTROL EQUIPMENT	549.75
3	AL JUDICIAL COLLEGE EDUCATION FUND	100.00
4	AL STATE DEPT OF AGRICULTURE & INDUSTRY	46.00
5	AL STATE DEPT OF TRANSPORTATION	2,512.25
6	ALABAMA COASTAL RADIOLOGY	109.88
7	ALABAMA COOPERATIVE EXTENSION SERVICE	53,854.00
8	ALABAMA PIPE & SUPPLY CO INC	8,173.60
9	ALLEGRI, JOE	16.00
10	AMERSON ROOFING INC	4,000.01
11	AMMONS & BLACKMON CONSTRUCTION INC	70,951.38
12	ARCHIVE SOCIAL	7,188.00
13	ARD, LILLIE H	4.00
14	ARRINGTON CURB & EXCAVATION INC	112,618.01
15	AUTO ZONE	233.45
16	AUTOMATED DOORWAYS INC	175.00
17	B & D AUTOMOTIVE	197.12
18	B I INCORPORATED	21,380.82
19	B&H PHOTO & ELECTRONICS CORP	18,622.77
20	BALDWIN CNTY BOARD OF EDUCATION	760,215.81
21	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	383,089.73
22	BALDWIN CNTY GENERAL FUND	1.93
23	BALDWIN CNTY HERITAGE MUSEUM	75,000.00
24	BALDWIN CNTY LIBRARY COOPERATIVE INC	1,519.86
25	BALDWIN CNTY PROBATE COURT	75.00
26	BALDWIN CNTY SHERIFF'S OFFICE	3,114.85
27	BALDWIN CNTY SOLID WASTE	8,467.00
28	BALDWIN FEED AND SEED LLC	568.00
29	BALDWIN YOUTH SERVICES	4,929.49
30	BAY AREA PRINTING & GRAPHICS SOLUTIONS	653.20
31	BAY MINETTE BUILDING SUPPLY	264.65
32	BAY MINETTE ROTARY CLUB	500.00
33	BAY MINETTE, CITY OF	56,589.05
34	BAY PEST CONTROL COMPANY INC.	435.50
35	BAY SIDE RUBBER & PRODUCTS	2,474.95
36	BAY UTILITY TRAILERS INC	130.00
37	BEARD EQUIPMENT CO	3,662.79
38	BEAUCHAMP, LARRY E	25.60
39	BEDWELL, WENDELL & KRISTINA	10.00
40	BEEBE'S PEST & TERMITE CONTROL	400.00
41	BEHAVIORAL HEALTH SYSTEMS INC	1,057.11
42	BELL'S HOMETOWN PHARMACY	11.99
43	BENTLEY SYSTEMS INC	10,670.00
44	BETSY ROSS FLAG CO	960.97

**Baldwin County Commission
Accounts Payable Payments
November 17, 2020**

Vendor Summary		Totals
45	BLACK, LILLIAN	19.20
46	BLACKMON, JENNIFER	30.00
47	BOB BARKER CO INC	1,038.78
48	BONDURANT, CHRIS DMD MD PC	172.00
49	BUILDERS HARDWARE & SUPPLY CO	475.70
50	CALLOWAY, NELL	22.80
51	CAMPBELL HARDWARE & SUPPLY CO	212.00
52	CAPITAL VOLVO TRUCK & TRAILER	7,850.92
53	CASCADE ENGINEERING INC	29,331.40
54	CDW - GOVERNMENT, INC	11,739.18
55	CENTRAL GLASS CO	120.00
56	CEPEDA, MATTHEW E	32.00
57	CERTIFIED LABORATORIES	1,322.36
58	CHAMBERS GLASS	240.00
59	CHUCK STEVENS AUTO INC	49.45
60	CINTAS - UNIFORMS	5,808.03
61	CINTAS FIRST AID & SAFETY	643.42
62	CLARK EQUIPMENT COMPANY	3,389.55
63	CLARK, ESTER M	1.60
64	CLEMENTS, DAVID LANCE	30.00
65	CLEVERDON FARMS	3,729.60
66	COASTAL AL COM COLLEGE	11,955.24
67	COASTAL BRT, LLC	6,700.00
68	COCA COLA BOTTLING CO	216.00
69	COCKRELL'S BODY SHOP - BAY MINETTE	1,519.52
70	COCKRELL'S BODY SHOP - ROBERTSDALE	992.91
71	COMMERCIAL DIVING SERVICES INC	6,500.00
72	COMPLETE JANITORIAL SERVICE	1,880.00
73	CONVERGE ONE INC	8,748.00
74	COPY PRODUCTS COMPANY	80.00
75	COX, DEANNA VICICH	900.00
76	CREEL, RUSSELL	16.00
77	CRITTER GITTER PEST CONTROL	125.00
78	CROWDER GULF JOINT VENTURE INC	1,853,927.83
79	CULLIGAN WATER SYSTEMS OF MOBILE	328.70
80	CUTRO, BEVERLY G	16.00
81	DADE PAPER & BAG CO	6,485.91
82	DANNY'S HYDRAULICS	117.60
83	DATATRUST TECHNOLOGIES AND CONSULTANTS	2,598.08
84	DAVIS, ROBERT	16.00
85	DAVISON OIL COMPANY INC	1,413.32
86	DEKALB CNTY COMMISSION	52,280.93
87	DELTA COMPUTER SYSTEMS INC	16,528.00
88	DELTA FLOORING INC	30,295.00

Baldwin County Commission
Accounts Payable Payments
November 17, 2020

Vendor Summary		Totals
89	DICKEN, SUSAN S.	6.00
90	DIGITAL ASSURANCE CERTIFICATION LLC	2,500.00
91	DISTRICT ATTORNEY'S OFFICE	2,439.15
92	DIVERSIFIED COMPUTER SERVICES LLC	750.00
93	DSD SERVICES GROUP LLC	2,040.00
94	DUGGAN, MELANIE	16.00
95	EBELHAR, JODY & CAROL	16.00
96	ELANCO US, INC	199.33
97	EMPLOYMENT SCREENING SERVICE INC	594.25
98	ENSEC ENVIRONMENTAL SECURITY	655.00
99	EPPERSON, JAKE	16.00
100	EQUIPMENT SALES CO	2,269.60
101	EVANS MFG	3,125.00
102	EXPRESS OIL CHANGE - FOLEY	57.37
103	EXPRESS OIL CHANGE - ROBERTSDALE	671.75
104	FAUST, TEDDY J JR	44.94
105	FERGUSON ENTERPRISES INC	25.76
106	FIREHOUSE SALES & SERVICE	181.50
107	FIRST COMMUNITY BANK	62,874.45
108	FLOWERWOOD MANAGEMENT, INC.	11,221.25
109	FOLEY, CITY OF	56,245.79
110	FORTILINE WATERWORKS INC	3,258.00
111	FREED, GENA	50.00
112	FREEMAN, CAROLYN	8.00
113	G T MICHELLI SCALES	48,982.59
114	GALL'S LLC	1,101.00
115	GARVIN, TIMOTHY SR	30.00
116	GARY, ANU K	107.82
117	GERBER, KENT ANTHONY	44.00
118	GIDDENS, REGINA L	117.99
119	GILMORE SERVICES	39.52
120	GOODYEAR AUTO SERV CTR	946.63
121	GOWAN, CONNIE E	12.00
122	GRANT, GLENNA B	3.84
123	GRAYBAR ELECTRIC CO INC	1,260.39
124	GREER'S FOOD TIGER #34	157.59
125	GSP MARKETING INC	7,532.42
126	GULF COAST BUILDING SUPPLY	129.69
127	GULF COAST NEWSPAPERS	11,925.54
128	GULF COAST TRUCK & EQUIPMENT CO	2,652.12
129	GULF REGIONAL PATHOLOGISTS PA	447.00
130	GULF SHORES BOARD OF EDUCATION	45,331.43
131	GULF SHORES, CITY OF	341.25
132	GULF STATES DISTRIBUTORS	19,286.39

**Baldwin County Commission
Accounts Payable Payments
November 17, 2020**

	Vendor Summary	Totals
133	GULFSTREAM LOGISTIC SERVICES, INC.	14,400.00
134	HANSEN, CHRISTOPHER L	80.50
135	HARRIS, FRANCES	30.00
136	HARVEY, SHANNON JANELLE	391.00
137	HEARN, JANNA J.	38.40
138	HI-LINE	153.70
139	HILL'S PET NUTRITION INC	405.70
140	HINTERSTEINER, ERIC & ELLA	16.00
141	HOLLAND'S PAINT & BODY	8,704.64
142	HOLMES MEDICAL MUSEUM	75,000.00
143	HUNT, WALTER C	32.00
144	HYDRA SERVICE INC	4,720.49
145	IMC HOSPITALISTS LLC	133.82
146	IMC-EMERGENCY PHYSICIANS	931.44
147	IMC-NORTH BALDWIN PHYSICIANS GROUP	505.50
148	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	587.00
149	INFIRMARY OCCUPATIONAL HEALTH PC	704.00
150	INGENUITY INC	3,500.00
151	INGRAM EQUIPMENT LLC	4,442.27
152	JACKSON CNTY COMMISSION	3,069.16
153	JOHNSON, JAMES B	7,758.77
154	JOHNSTON, DORA T	16.10
155	JONES, MICHAEL & LAURA	16.00
156	JUBILEE ACE HOME CENTER	31.23
157	KEET CONSULTING SERVICES LLC	5,950.00
158	KENTWOOD SPRINGS WATER	36.64
159	KENWORTH OF ALABAMA	2,038.21
160	KLENK, JAMES	16.00
161	LANDWORKS SOUTH LANDSCAPING LLC	3,400.00
162	LANE, GEOFF	30.00
163	LANGLEY, MICHELLE	30.00
164	LIFESTAR ALTERNATIVE TRANSPORT SVC, LLC	4,225.00
165	LOWE'S - DAPHNE	212.97
166	LOWE'S - FOLEY	1,543.80
167	LUDKE, SALLY MORGAN	33.07
168	LYON'S SHARE FRAMING GALLERY	6,000.00
169	MACHESSKY, KAYLA	32.00
170	MAC'S AUTOGLASS LLC	735.00
171	MANAGING RESULTS, LLC	3,652.47
172	MANNI, KENNETH L	40.15
173	M-B COMPANIES	242.94
174	McGRIFF TIRE CO INC	55,328.41
175	McPHERSON CO	569.62
176	MCPHERSON OIL CO INC/DBA FUELMAN	2,236.96

**Baldwin County Commission
Accounts Payable Payments
November 17, 2020**

	Vendor Summary	Totals
177	MERCHANTS FOODSERVICE	18.16
178	MEYER, JESSICA I	4.00
179	MILLER, KATHY & STEVE	32.00
180	MOBILE ASPHALT CO LLC	222,015.66
181	MOBILE BAY AREA VETERANS DAY COMMISSION	5,000.00
182	MOBILE BAY OVERHEAD DOOR INC	325.00
183	MOBILE INFIRMARY ASSOCIATION	8,707.75
184	MORRISON, RON & KELLY	42.00
185	MSC INDUSTRIAL DIRECT CO INC	1,831.03
186	MURPHY'S QUALITY HAY, INC.	800.00
187	MWI ANIMAL HEALTH	480.80
188	NELSON, JAMES	30.00
189	NEWELL & BUSH INC	28,814.59
190	NIX, JAMES PHELAN JR	4,133.33
191	NORTH BALDWIN INFIRMARY	21,011.61
192	NORTH BALDWIN LITERACY COUNCIL	379.97
193	NOSEWORTHY, DON	48.00
194	NOTARY PUBLIC UNDERWRITERS	315.00
195	OEC	909.59
196	ONE CUT GLASS, LLC	300.00
197	ORANGE BEACH, CITY OF	48,363.53
198	O'REILLY AUTO PARTS - BAY MINETTE	44.99
199	O'REILLY AUTO PARTS - ROBERTSDALE	326.04
200	OTTO ENVIRONMENTAL SYSTEMS	32,760.00
201	PARMER, SHERRI L	81.65
202	PARTNERS MANAGING GENERAL UNDERWRITERS	69,512.43
203	PAUL, TRAVIS MD PC	2,273.00
204	PEASLEE, HERMAN JR	30.00
205	PENA, CINTIA	30.00
206	PEREGRINE SERVICES INC	5,105.48
207	PETROLEUM TRADERS CORPORATION	54,667.71
208	PORTER, CECILIA FAY	30.00
209	POWER SYSTEMS OF MS	5,395.00
210	PPG ARCHITECTURAL FINISHES, INC.	30,360.00
211	PRINCE, KAREN L	10.40
212	PRINT SHOP, THE	675.70
213	QCHC INC	145,333.33
214	QUADIENT LEASING USA, INC.	1,357.44
215	RACINE'S FEED GARDEN & SUPPLY INC	545.00
216	REEVES, EMILY E	20.76
217	REGIONS BANK CORP TRUST	741,253.17
218	REPUBLIC SERVICES #986	1,111.50
219	REVELS, JOYCE	16.00
220	ROBERTSDALE AUTO PARTS INC	2,182.25

**Baldwin County Commission
Accounts Payable Payments
November 17, 2020**

Vendor Summary		Totals
221	ROBERTSDALE POWER EQUIPMENT	1,622.41
222	ROBERTSON, JACK	300.00
223	ROWLAND, DAVID	32.00
224	RUFFIN, LORI G	187.00
225	SALESSOURCE INTERNATIONAL	318.00
226	SAND & CLAY, INC.	13,549.25
227	SEALY, ROBERT	16.00
228	SERVICEMASTER ACTION CLEANING	2,195.00
229	SHELLEY, DENNIS & LOIS	16.00
230	SHOOTS, TANZIE SLEDGE	139.50
231	SHORELINE ENVIRONMENTAL INC	110.00
232	SILVERHILL, TOWN OF	13,424.39
233	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	54.50
234	SKUROPAT, ALEX	16.00
235	SMITH, CHARLOTTE K	115.50
236	SMITH, MARCY	30.00
237	SOLID WASTE FUND	112,395.60
238	SOUTH ALABAMA REGIONAL	103,564.20
239	SOUTH BALDWIN LITERACY COUNCIL	379.97
240	SOUTH BALDWIN REGIONAL MEDICAL CENTER	128.78
241	SOUTHDATA INC	5,903.88
242	SOUTHERN FIRE & SAFETY INC	607.00
243	SOUTHERN PIPE & SUPPLY	276.30
244	SOUTHERN TIRE MART	4,315.10
245	STAPLES CONTRACT & COMMERCIAL, INC.	6,307.83
246	STONE CROSBY PC	3,210.00
247	STORMWIND LLC	2,000.00
248	SUMMERDALE, TOWN OF	5,845.84
249	SUNBELT RENTALS INC	3,889.94
250	SWARTZWELDER, ARLENE	4.80
251	SWEAT TIRE - BAY MINETTE	150.00
252	SWEAT TIRE - ROBERTSDALE	11,386.23
253	TARVER, BOBBY & LEE	30.00
254	TERMINIX SERVICE	1,029.00
255	THE BRIDGE INC	78,734.00
256	THOMAS HOSPITAL	108.00
257	THOMPSON TRACTOR CO	39,272.93
258	THOMPSON, JUDITH H	32.00
259	TONY'S TOWING INC	2,291.25
260	TOWER EQUITIES LLC	2,000.00
261	TRACTOR & EQUIPMENT CO	48.74
262	TRANE-MOBILE PARTS CENTER	9,606.00
263	TRANSUNION RISK & ALTERNATIVE	355.30
264	TRIPLE "A" FIRE PROTECTION INC	739.00

**Baldwin County Commission
Accounts Payable Payments
November 17, 2020**

Vendor Summary		Totals
265	TSA INC	62,237.66
266	TTL, INC.	8,758.49
267	TUBBY'S TEE'S	1,272.95
268	TURBERVILLE, TYLER	30.00
269	TWO-WAY COMMUNICATIONS INC	1,000.00
270	TYLER TECHNOLOGIES, INC.	75,514.00
271	UNIV AUBURN-GOVERNMENTAL SERVICES	455.00
272	UNIVERSITY OF SOUTH ALABAMA HCA	253.88
273	VAUTRIN, IRMA	10.00
274	VERNOR, TIM & AMY	16.00
275	VIAL OF LIFE PROJECT	100.00
276	VOLKERT INC	12,106.12
277	VULCAN MATERIALS CO	6,410.44
278	VULCAN SIGNS	11,130.00
279	W H THOMAS OIL CO INC	5,536.87
280	W W GRAINGER	11,115.14
281	WALKER, NELLIE B.	28.80
282	WALZ, BRENDA J	96.60
283	WASTE MANAGEMENT OF AL	1,415.70
284	WASTE PRO OF FLORIDA	208.54
285	WESCO	528.82
286	WESCO DISTRIBUTION	240.52
287	WEST GROUP PAYMENT CENTER	974.83
288	WHITE, TRACY	32.00
289	WIGGINS, GWENDOLYN J	22.40
290	WILLIAMS SCOTSMAN INC	2,061.53
291	WILLIAMS, ADAM & CANDACE	32.00
292	WILLIAMS, COURTNEY	8.00
293	WILLIAMS, HANNAH	16.00
294	WILLIAMS, LISA S	109.25
295	WITTICHEN SUPPLY	648.69
296	WOODY, JESSICA & CHASE	21.00
297	WORD, TIM	16.00
298	WRIGHTS MOTOR PARTS INC	606.86
299	XEROX CORP	216.32
300	ZEP MANUFACTURING COMPANY	2,400.65
Grand Total		6,260,982.03

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					
G/L Bank Account				00018481		Cash	Batch Number	2853803	Type	M	Date	11/9/2020	User ID	RBENSON			
PN	9205470			11/17/2020	00001	JAMES B JOHNSON	4095					7,758.77-				D	
PV	528776	00001	001	11/9/2020		NOV 2020	RETIREMENT; NOV 2020										
Cash							00018481					7,758.77-	AA				
PN	9205471			11/17/2020	00001	JAMES P NIX JR	191564					4,133.33-				D	
PV	528777	00001	001	11/9/2020		NOV 2020	SUPERNUMERARY; NOV 2020										
Cash							00018481					4,133.33-	AA				
PN	9205472			11/17/2020	00304	REGIONS BANK CORP TRUST	123781					69,375.00-				D	
PV	528778	00304	001	11/9/2020		11012020; 2012	2012 WARRANT; NOV 2020										
Cash							00018481					69,375.00-	AA				
PN	9205472			11/17/2020	00304	REGIONS BANK CORP TRUST	123781					136,840.62-				D	
PV	528779	00304	001	11/9/2020		11012020; 2013	2013 WARRANT; NOV 2020										
Cash							00018481					136,840.62-	AA				
PN	9205472			11/17/2020	00304	REGIONS BANK CORP TRUST	123781					36,482.09-				D	
PV	528780	00304	001	11/9/2020		11012020; 2014	2014 WARRANT; NOV 2020										
Cash							00018481					36,482.09-	AA				
PN	9205472			11/17/2020	00304	REGIONS BANK CORP TRUST	123781					218,685.01-				D	
PV	528781	00304	001	11/9/2020		11012020; 2015	2015 WARRANT; NOV 2020										
Cash							00018481					218,685.01-	AA				
PN	9205472			11/17/2020	00304	REGIONS BANK CORP TRUST	123781					209,104.17-				D	
PV	528782	00304	001	11/9/2020		11012020; 2020	2020 WARRANT; NOV 2020										
Cash							00018481					209,104.17-	AA				
PN	9205472			11/17/2020	00304	REGIONS BANK CORP TRUST	123781					70,766.28-				D	
PV	528783	00304	001	11/9/2020		11012020; 2020B	2020B WARRANT; NOV 2020										

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

11/9/2020 8:33:10
Page - 2

..... 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					
					Cash	00018481		70,766.28-	AA				
					Totals for Bank Account		753,145.27-	7,758.77-					
					Totals for Batch		753,145.27-	7,758.77-					
					User Total		753,145.27-	7,758.77-					
					Grand Total		753,145.27-	7,758.77-					

Document				Date	Co.	Name	Address Number	Amounts										Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken		G/L Distribution	LT	PC	PI	Subledger /Type				
G/L Bank Account		00018481				Cash	Batch Number	2853806	Type	M	Date	11/9/2020	User ID	RBENSON				
PN	9205473			11/17/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116					562,250.11-			D			
PV	528798	00001	001	11/9/2020		11092020	SALES / USE TAX											
						Cash	00018481						562,250.11-	AA				
PN	9205473			11/17/2020	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116					194,843.20-			D			
PV	528798	00001	002	11/9/2020		11092020	SALES / USE TAX											
						Cash	00018481						194,843.20-	AA				
PN	9205473			11/17/2020	00105	BALDWIN CNTY BOARD OF EDUCATIO	14116					3,122.50-			D			
PV	528806	00105	001	11/9/2020		103120; PO 190783	MEALS; OCT 2020											
						Cash	00018481						3,122.50-	AA				
Totals for Bank Account												760,215.81-	760,215.81-					
Totals for Batch												760,215.81-	760,215.81-					
User Total												760,215.81-	760,215.81-					
Grand Total												760,215.81-	760,215.81-					

..... 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	2853811	Type	M	Date	11/9/2020	User ID	RBENSON		
PN	9205474			11/17/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	31,907.93-					D			
PV	528817	00001	001	11/9/2020		11092020	SALES / USE TAX									
						Cash	00018481						31,907.93-	AA		
PN	9205474			11/17/2020	00001	GULF SHORES BOARD OF EDUCATION	191392	13,423.50-					D			
PV	528817	00001	002	11/9/2020		11092020	SALES / USE TAX									
						Cash	00018481						13,423.50-	AA		
Totals for Bank Account								45,331.43-					45,331.43-			
Totals for Batch								45,331.43-					45,331.43-			
User Total								45,331.43-					45,331.43-			
Grand Total								45,331.43-					45,331.43-			

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	2853813	Type	M	Date	11/9/2020	User ID	RBENSON		
PN	9205475			11/17/2020	00304	FIRST COMMUNITY BANK	186517	61,806.80-						D		
PV	528843	00304	001	11/9/2020		12012020; 2016	2016 TAXABLE WARRANT; DEC '20									
						Cash	00018481						61,806.80-	AA		
PN	9205475			11/17/2020	00304	FIRST COMMUNITY BANK	186517	1,067.65-						D		
PV	528843	00304	002	11/9/2020		12012020; 2016	2016 TAXABLE WARRANT; DEC '20									
						Cash	00018481						1,067.65-	AA		
Totals for Bank Account								62,874.45-					62,874.45-			
Totals for Batch								62,874.45-					62,874.45-			
User Total								62,874.45-					62,874.45-			
Grand Total								62,874.45-					62,874.45-			

Supplier		Aging					
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
10003	ACCURATE CONTROL EQUIPMENT	334 9284976	00001	549.75			549.75
10057	ALABAMA COOPERATIVE EXTENSION		00001	53,854.00	53,854.00		
10225	UNIV AUBURN-GOVERNMENTAL SERVICES	8444782/HALEYCT R	00001	330.00			330.00
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00001	395.89			395.89
14084	BOB BARKER CO INC - PO'S		00001	1,038.78			1,038.78
14101	BALDWIN CNTY LIBRARY COOPERATI		00001	1,519.86			1,519.86
14132	BALDWIN YOUTH SERVICES		00001	4,929.49	4,929.49		
14358	BETSY ROSS FLAG CO	251 5402246	00001	960.97			960.97
14553	BALDWIN CNTY ECONOMIC DEVELOPM	251 9472445	00001	383,089.73	3,089.73		380,000.00
19049	FOLEY, CITY OF		00001	56,245.79			56,245.79
19144	GULF SHORES, CITY OF		00001	341.25			341.25
19244	BAY MINETTE, CITY OF		00001	56,589.05			56,589.05
19295	ORANGE BEACH, CITY OF		00001	48,363.53			48,363.53
21127	DISTRICT ATTORNEY'S OFFICE		00001	2,439.15	2,439.15		
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00001	11,944.00			11,944.00
25040	COASTAL AL COM COLLEGE (FAULKN		00001	11,955.24	11,955.24		
27003	GOODYEAR AUTO SERV CTR - FOLEY	334 9435601	00001	946.63			946.63
27012	GRAYBAR ELECTRIC CO INC **	251 6666600**	00001	1,260.39			1,260.39
27022	GULF COAST NEWSPAPERS		00001	11,902.50			11,902.50
27263	GALL'S LLC	334 649 3678	00001	1,101.00			1,101.00
27674	COMPLETE JANITORIAL SERVICE	251 9451035	00001	1,880.00			1,880.00
40026	NORTH BALDWIN INFIRMARY		00001	21,011.61			21,011.61
40739	NORTH BALDWIN LITERACY COUNCIL		00001	379.97			379.97
43003	OEC	800 759-3368	00001	909.59			909.59
51049	BAY MINETTE ROTARY CLUB		00001	500.00			500.00
54037	SOUTH ALABAMA REGIONAL	334 4336541	00001	57,643.20			57,643.20
54042	SWEAT TIRE - ROBERTSDALE		00001	2,529.72			2,529.72
54683	SOUTH BALDWIN LITERACY COUNCIL		00001	379.97			379.97
54691	LYON'S SHARE FRAMING GALLERY	251 9282507	00001	6,000.00			6,000.00
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00001	498.00			498.00
57002	TERMINIX SERVICE *		00001	1,029.00			1,029.00
57202	SUMMERDALE, TOWN OF		00001	5,845.84			5,845.84
57316	THOMAS HOSPITAL		00001	108.00			108.00
58288	TRIPLE "A" FIRE PROTECTION INC	251 6492034	00001	739.00			739.00
62324	COCKRELLS BODY SHOP - BAY MINE	251 5800200	00001	1,519.52			1,519.52
62738	REEVES, EMILY E	251 9866636	00001	20.76			20.76
65091	STONE CROSBY PC **		00001	3,210.00			3,210.00
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00001	145.90			145.90
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00001	193.20			193.20

Number	Supplier		Co	Balance Open	Current	Aging	
	Name	Phone Number				1 - 0	Over 0
66357	WASTE MANAGEMENT OF AL-MOBILE		00001	246.75			246.75
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00001	607.00			607.00
78721	BEEBE'S PEST & TERMITE CONTROL	251 9438166	00001	400.00			400.00
79396	BEHAVIORAL HEALTH SYSTEMS INC		00001	369.99			369.99
79441	GIDDENS, REGINA L	251 9474057	00001	117.99			117.99
83782	GREER'S FOOD TIGER #34	251 947 2962	00001	157.59			157.59
84216	W W GRAINGER - FOR PO'S	251 661-1035	00001	1,664.30			1,664.30
85067	GULF REGIONAL PATHOLOGISTS PA		00001	447.00			447.00
86609	CULLIGAN WATER SYSTEMS OF MOBILE	251 6752697	00001	55.80			55.80
87716	LOWE'S FOLEY - 057700034	9705307	00001	949.05			949.05
89519	MOBILE INFIRMARY ASSOCIATION	334 4353283	00001	8,707.75			8,707.75
93286	SUNBELT RENTALS INC	4080800	00001	3,889.94			3,889.94
94932	EXPRESS OIL CHANGE -FOLEY	251 9437524	00001	57.37			57.37
98394	SOUTH BALDWIN REGIONAL MEDICAL	251 9523400	00001	128.78			128.78
98634	MCPHERSON OIL CO INC/DBA FUELM	251 2398882	00001	796.73			796.73
99320	INFIRMARY OCCUPATIONAL HEALTH	251 4333781	00001	704.00			704.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	3,590.29			3,590.29
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00001	237.00			237.00
105048	BALDWIN CNTY SOLID WASTE	251 9888125	00001	8,467.00			8,467.00
105435	CINTAS FIRST AID & SAFETY	251 4437301	00001	643.42			643.42
107220	KEET CONSULTING SERVICES LLC	205 6209843	00001	750.00			750.00
113161	DELTA FLOORING INC	251 9370506PH	00001	30,295.00			30,295.00
115852	DADE PAPER & BAG CO	251 9641500	00001	5,634.84	55.01-		5,689.85
116134	CROWDER GULF JOINT VENTURE INC	251 6540410	00001	1,853,927.83			1,853,927.83
116847	GARY, ANU K	251 9867766	00001	107.82			107.82
118519	WALZ, BRENDA J	251 5804819	00001	96.60			96.60
119301	BONDURANT, CHRIS DMD MD PC	251 6216616	00001	172.00			172.00
121216	PEREGRINE SERVICES INC	318 3254762	00001	5,105.48			5,105.48
123932	SILVERHILL, TOWN OF (MISC.)		00001	13,424.39			13,424.39
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00001	550.23			550.23
126877	O'REILLY AUTO PARTS #1134 - B'	251 5800298PH	00001	44.99			44.99
133591	AMERSON ROOFING INC		00001	4,000.01			4,000.01
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00001	3,114.85			3,114.85
136872	LOWE'S - DAPHNE	6217620	00001	212.97			212.97
138958	PAUL, TRAVIS MD PC	251 5804243	00001	2,273.00			2,273.00
139782	INDUSTRIAL/ORGANIZATIONAL SOL	888 784.1290	00001	587.00			587.00
142551	FERGUSON ENTERPRISES INC - DAP	251 6212147	00001	25.76			25.76
144485	JOHNSTON, DORA T	251 9289844	00001	16.10			16.10
147310	AUTOMATED DOORWAYS INC		00001	175.00			175.00
149260	FAUST, TEDDY J JR	251 9909626	00001	44.94			44.94

Number	Supplier		Co	Balance Open	Current	Aging	
	Name	Phone Number				1 - 0	Over 0
154472	MOBILE BAY AREA VETERANS DAY C		00001	5,000.00			5,000.00
154499	SOUTHERN PIPE & SUPPLY - FAIRH	251 9900786	00001	238.31			238.31
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	9,606.00			9,606.00
163096	B&H PHOTO & ELECTRONICS CORP	800 9478003	00001	18,544.05			18,544.05
163897	LANDWORKS SOUTH LANDSCAPING	251 610-4813	00001	3,400.00			3,400.00
166975	TSA INC	205 7339111	00001	43,393.34	56-		43,393.90
169455	W H THOMAS OIL CO INC	205 7552610	00001	1,682.75			1,682.75
170641	B & D AUTOMOTIVE	9474400	00001	197.12			197.12
171635	PARMER, SHERRI L	251 9376620	00001	81.65			81.65
174473	WASTE PRO OF FLORIDA	850 4740800	00001	208.54			208.54
180853	DATATRUST TECHNOLOGIES AND CON		00001	2,598.08			2,598.08
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00001	53,754.60			53,754.60
181563	ENSEC ENVIRONMENTAL SECURITY		00001	655.00			655.00
181574	O'REILLY AUTO PARTS-FIRST CALL		00001	101.34	15.92-		117.26
181921	ALABAMA COASTAL RADIOLOGY	251 460-0326	00001	109.88			109.88
183151	SHOOTS, TANZIE SLEDGE	251 625-2384	00001	139.50			139.50
183649	REPUBLIC SERVICES #986		00001	897.00			897.00
183743	TRANSUNION RISK & ALTERNATIVE		00001	35.10			35.10
183838	DIGITAL ASSURANCE CERTIFICATIO		00001	2,500.00			2,500.00
184042	DSD SERVICES GROUP LLC		00001	2,040.00	720.00		1,320.00
184294	PRINT SHOP, THE	251 937 1772	00001	588.70			588.70
184892	WITTICHEN SUPPLY-DAPHNE	251 375 0722	00001	648.69			648.69
185084	POWER SYSTEMS OF MS	228 818 8315	00001	5,395.00			5,395.00
185252	AUTO ZONE - ROBERTSDALE	BCC	00001	84.97			84.97
185351	HOLLAND'S PAINT & BODY		00001	514.80			514.80
185396	MAC'S AUTOGLASS LLC	251 228 2744	00001	245.00			245.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00001	3,812.94	111.58-		3,924.52
185711	GILMORE SERVICES	850 434-1054	00001	39.52			39.52
186326	QCHC INC		00001	145,333.33			145,333.33
187137	ARCHIVE SOCIAL		00001	3,594.00			3,594.00
187344	CINTAS - UNIFORMS		00001	1,742.97			1,742.97
187345	STORMWIND LLC	480 339-2988	00001	2,000.00			2,000.00
187742	WILLIAMS, LISA S	251 490-5217	00001	109.25			109.25
188082	HARVEY, SHANNON JANELLE	251 654-7987	00001	391.00			391.00
188753	LUDKE, SALLY MORGAN	251 751-3693	00001	33.07			33.07
188839	TOWER EQUITIES LLC	504 585 9200	00001	2,000.00			2,000.00
189455	IMC HOSPITALISTS LLC		00001	133.82			133.82
189759	INGENUITY INC		00001	3,500.00			3,500.00
189816	IMC-NORTH BALDWIN PHYSICIANS G		00001	505.50			505.50
190029	IMC-EMERGENCY PHYSICIANS		00001	931.44			931.44

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
190884	TYLER TECHNOLOGIES, INC.	800 772 2260	00001	75,514.00			75,514.00
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00001	289.50			289.50
191106	CONVERGE ONE INC	251 463 6768	00001	8,748.00			8,748.00
191643	MANAGING RESULTS, LLC	865 567 5192	00001	3,652.47			3,652.47
191947	QUADIENT LEASING USA, INC.		00001	1,357.44			1,357.44
192692	LIFESTAR ALTERNATIVE TRANSPOR		00001	4,225.00			4,225.00
192695	COASTAL BRT, LLC		00001	6,700.00			6,700.00
192813	UNIVERSITY OF SOUTH ALABAMA HC		00001	253.88			253.88
192864	FLOWERWOOD MANAGEMENT, INC.		00001	11,221.25			11,221.25
192909	FREED, GENA (R)		00001	50.00			50.00
192916	GULFSTREAM LOGISTIC SERVICES,		00001	14,400.00			14,400.00
192920	JACKSON CNTY COMMISSION		00001	3,069.16			3,069.16
192921	DEKALB CNTY COMMISSION		00001	52,280.93			52,280.93
192922	CLARK EQUIPMENT COMPANY (R)		00001	3,389.55			3,389.55
	General Fund		00001	3,209,034.28	76,804.54		3,132,229.74
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00103	2.59			2.59
	County Transportation Fund		00103	2.59			2.59
79396	BEHAVIORAL HEALTH SYSTEMS INC		00104	31.71			31.71
86609	CULLIGAN WATER SYSTEMS OF MOB	251 6752697	00104	30.00			30.00
166975	TSA INC	205 7339111	00104	1,288.32			1,288.32
183649	REPUBLIC SERVICES #986		00104	19.50			19.50
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00104	27.50			27.50
	Legislative Del Off Fund		00104	1,397.03			1,397.03
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00105	4.87			4.87
54037	SOUTH ALABAMA REGIONAL	334 4336541	00105	3,764.73			3,764.73
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00105	22.95			22.95
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00105	1.18			1.18
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00105	40.75			40.75
115852	DADE PAPER & BAG CO	251 9641500	00105	356.81			356.81
156566	MERCHANTS FOODSERVICE	800 8443663	00105	18.16			18.16
166975	TSA INC	205 7339111	00105	798.00			798.00
171723	BELL'S HOMETOWN PHARMACY	251 2029444	00105	11.99			11.99
	Juvenile Detention Fac Fund		00105	5,019.44			5,019.44
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00106	117.66			117.66
54037	SOUTH ALABAMA REGIONAL	334 4336541	00106	1,361.28			1,361.28
79396	BEHAVIORAL HEALTH SYSTEMS INC		00106	10.57			10.57
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00106	1.21			1.21
166975	TSA INC	205 7339111	00106	1,596.00			1,596.00
185396	MAC'S AUTOGLASS LLC	251 228 2744	00106	490.00			490.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00106	117.38			117.38

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
187137	ARCHIVE SOCIAL		00106	1,797.00			1,797.00
	Baldwin Co Archives Fund		00106	5,491.10			5,491.10
54042	SWEAT TIRE - ROBERTSDALE		00109	88.30			88.30
79396	BEHAVIORAL HEALTH SYSTEMS INC		00109	21.14			21.14
86609	CULLIGAN WATER SYSTEMS OF MOBILE	6752697	00109	89.80			89.80
98634	MCPHERSON OIL CO INC/DBA FUEL	2398882	00109	13.75			13.75
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00109	560.07	43.56-		603.63
187137	ARCHIVE SOCIAL		00109	1,797.00			1,797.00
187344	CINTAS - UNIFORMS		00109	665.68			665.68
187817	MWI ANIMAL HEALTH	800 762 4800/2485	00109	480.80			480.80
188391	HILL'S PET NUTRITION INC		00109	405.70			405.70
192919	ELANCO US, INC		00109	199.33			199.33
	Animal Shelter		00109	4,321.57	43.56-		4,365.13
10225	UNIV AUBURN-GOVERNMENTAL SERVICES	8444782/HALEYCT R	00111	50.00			50.00
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00111	50.46			50.46
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00111	146.99			146.99
19009	CAMPBELL HARDWARE & SUPPLY CO	251 9472291	00111	212.00			212.00
25044	FIREHOUSE SALES & SERVICE	334 4321625	00111	181.50			181.50
25048	EQUIPMENT SALES CO	251 9375313	00111	2,269.60			2,269.60
27022	GULF COAST NEWSPAPERS		00111	23.04			23.04
40569	NOTARY PUBLIC UNDERWRITERS		00111	76.00			76.00
40589	MOBILE ASPHALT CO LLC	251 4080770	00111	222,015.66	574.18-		222,589.84
43932	EVANS MFG	251 6336008	00111	2,345.00			2,345.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00111	190.02	20.00-		210.02
51040	ROBERTSDALE POWER EQUIPMENT		00111	1,487.93			1,487.93
54037	SOUTH ALABAMA REGIONAL	334 4336541	00111	585.63			585.63
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00111	246.95			246.95
55415	SAND & CLAY, INC.	251 928-4601	00111	13,549.25			13,549.25
57038	TRACTOR & EQUIPMENT CO - MOBIL		00111	48.74			48.74
57071	THOMPSON TRACTOR CO	334 6265100	00111	18,165.04			18,165.04
64821	DANNY'S HYDRAULICS	334 9701713	00111	52.48			52.48
65007	VULCAN SIGNS	334 9431541	00111	11,130.00			11,130.00
65201	VULCAN MATERIALS CO - PO	251 6256681	00111	4,258.73	.01-		4,258.74
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00111	214.87			214.87
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00111	47.32			47.32
66295	VOLKERT INC **	251 3421070	00111	12,106.12			12,106.12
66357	WASTE MANAGEMENT OF AL-MOBILE		00111	662.15			662.15
79396	BEHAVIORAL HEALTH SYSTEMS INC		00111	243.14			243.14
83660	ALABAMA PIPE & SUPPLY CO INC	251 6531399	00111	8,173.60			8,173.60

Number	Supplier		Co	Balance Open	Current	Aging	
	Name	Phone Number				1 - 0	Over 0
84216	W W GRAINGER - FOR PO'S	251 661-1035	00111	3,471.59			3,471.59
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00111	2,400.65			2,400.65
97682	COCA COLA BOTTLING CO-ROBERTSD		00111	216.00			216.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00111	494.82			494.82
100474	AL STATE DEPT OF TRANSPORTATIO		00111	2,512.25			2,512.25
104310	EMPLOYMENT SCREENING SERVICE	866 8590143	00111	122.25			122.25
115852	DADE PAPER & BAG CO	251 9641500	00111	260.11			260.11
120432	HI-LINE - FOR PURCHASE ORDERS		00111	153.70			153.70
121857	DIVERSIFIED COMPUTER SERVICES	334 2608453	00111	750.00			750.00
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00111	121.52			121.52
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00111	629.20			629.20
138561	BENTLEY SYSTEMS INC	800 513 5103	00111	10,670.00			10,670.00
142527	COCKRELL'S BODY SHOP OF ROBERT	9478800	00111	992.91			992.91
143247	M-B COMPANIES	570 5471621	00111	242.94			242.94
148777	BALDWIN CNTY PROBATE COURT		00111	25.00			25.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	1,070.16			1,070.16
150578	MSC INDUSTRIAL DIRECT CO INC *	800 753-7997	00111	915.95			915.95
151634	AMMONS & BLACKMON CONSTRUCT	251 6260656	00111	70,951.38			70,951.38
162616	SWEAT TIRE - BAY MINETTE	5808473	00111	40.00			40.00
163096	B&H PHOTO & ELECTRONICS CORP	800 9478003	00111	78.72			78.72
169455	W H THOMAS OIL CO INC	205 7552610	00111	3,854.12			3,854.12
180100	CLEVERDON FARMS	251 943-1170	00111	3,729.60			3,729.60
180354	CERTIFIED LABORATORIES **	800 527 9929	00111	1,322.36			1,322.36
180761	NEWELL & BUSH INC		00111	28,814.59			28,814.59
181574	O'REILLY AUTO PARTS-FIRST CALL		00111	224.70	36.00-		260.70
183167	COMMERCIAL DIVING SERVICES INC	251 665 0017	00111	6,500.00			6,500.00
183649	REPUBLIC SERVICES #986		00111	78.00			78.00
183743	TRANSUNION RISK & ALTERNATIVE		00111	2.10			2.10
183833	ARRINGTON CURB & EXCAVATION IN	251 296-3276	00111	112,618.01			112,618.01
185252	AUTO ZONE - ROBERTSDALE BCC		00111	148.48			148.48
185594	STAPLES CONTRACT & COMMERCIAL	800 333 8496	00111	262.14			262.14
186715	CHAMBERS GLASS	251 964 2298	00111	240.00			240.00
187344	CINTAS - UNIFORMS		00111	2,211.67			2,211.67
188064	FORTILINE WATERWORKS INC **	251 945 1177	00111	1,705.80			1,705.80
190650	SOUTHERN TIRE MART	877 786 4681	00111	4,315.10	179.16-		4,494.26
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00111	35.00			35.00
191058	SALESSOURCE INTERNATIONAL		00111	318.00			318.00
192180	TTL, INC.	205 345 0816	00111	8,758.49			8,758.49
192465	PPG ARCHITECTURAL FINISHES, IN	251 476 3661	00111	30,360.00			30,360.00
	7 Cent Gasoline Tax Fund		00111	600,149.53	809.35-		600,958.88

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00120	4,584.00			4,584.00
54037	SOUTH ALABAMA REGIONAL	334 4336541	00120	5,279.92			5,279.92
54042	SWEAT TIRE - ROBERTSDALE		00120	907.23			907.23
79396	BEHAVIORAL HEALTH SYSTEMS INC		00120	95.14			95.14
94060	CHUCK STEVENS AUTO INC		00120	49.45			49.45
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00120	17.95			17.95
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00120	93.00			93.00
107220	KEET CONSULTING SERVICES LLC	205 6209843	00120	3,900.00			3,900.00
113603	BAY AREA PRINTING & GRAPHICS S	850 4336864	00120	653.20			653.20
162616	SWEAT TIRE - BAY MINETTE	5808473	00120	20.00			20.00
183743	TRANSUNION RISK & ALTERNATIVE		00120	38.10			38.10
184294	PRINT SHOP, THE	251 937 1772	00120	87.00			87.00
185594	STAPLES CONTRACT & COMMERCIAL	803 333 8496	00120	873.22			873.22
	Reappraisal Fund		00120	16,598.21			16,598.21
66357	WASTE MANAGEMENT OF AL-MOBILE		00140	145.83			145.83
78043	VAUTRIN, IRMA		00140	10.00			10.00
79396	BEHAVIORAL HEALTH SYSTEMS INC		00140	10.57			10.57
91459	SWARTZWELDER, ARLENE		00140	4.80			4.80
94617	CALLOWAY, NELL		00140	22.80			22.80
98634	MCPHERSON OIL CO INC/DBA FUELM800	2398882	00140	1.44			1.44
153525	BLACK, LILLIAN		00140	19.20			19.20
166975	TSA INC	205 7339111	00140	798.00			798.00
183056	GERBER, KENT ANTHONY		00140	44.00			44.00
183380	MEYER, JESSICA I (R)		00140	4.00			4.00
183823	WIGGINS, GWENDOLYN J		00140	22.40			22.40
184186	GRANT, GLENNA B		00140	3.84			3.84
184928	FREEMAN, CAROLYN		00140	8.00			8.00
186699	CLARK, ESTER M		00140	1.60			1.60
186961	PRINCE, KAREN L		00140	10.40			10.40
188421	GOWAN, CONNIE E		00140	12.00			12.00
188660	VIAL OF LIFE PROJECT	888 931 1010	00140	100.00			100.00
188692	CUTRO, BEVERLY G		00140	16.00			16.00
190035	ARD, LILLIE H		00140	4.00			4.00
191016	BAY PEST CONTROL COMPANY INC.	228 875-8908	00140	22.50			22.50
191434	BEAUCHAMP, LARRY E		00140	25.60			25.60
192748	HEARN, JANNA J.		00140	38.40			38.40
192912	WALKER, NELLIE B.		00140	28.80			28.80
192913	DICKEN, SUSAN S.		00140	6.00			6.00
	Council on Aging Fund		00140	1,360.18			1,360.18
14011	BUILDERS HARDWARE & SUPPLY CO251	9372361PH	00143	17.99			17.99

Number	Supplier		Co	Balance Open	Aging	
	Name	Phone Number			Current	Over 0
19013	CENTRAL GLASS CO		00143	120.00		120.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	1,521.66		1,521.66
54037	SOUTH ALABAMA REGIONAL	334 4336541	00143	6,160.03		6,160.03
54042	SWEAT TIRE - ROBERTSDALE		00143	7,435.08		7,435.08
64821	DANNY'S HYDRAULICS	3349701713	00143	65.12		65.12
66357	WASTE MANAGEMENT OF AL-MOBILE		00143	129.09		129.09
79396	BEHAVIORAL HEALTH SYSTEMS INC		00143	63.43		63.43
86609	CULLIGAN WATER SYSTEMS OF MOBILE	6752697	00143	64.40		64.40
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00143	175.02		175.02
104310	EMPLOYMENT SCREENING SERVICE	8590143	00143	153.50		153.50
185351	HOLLAND'S PAINT & BODY		00143	4,603.54		4,603.54
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00143	131.66		131.66
187344	CINTAS - UNIFORMS		00143	66.24		66.24
191016	BAY PEST CONTROL COMPANY INC	228 875-8908	00143	43.50		43.50
	Section 18 Fund		00143	20,750.26		20,750.26
10448	A & M PORTABLES INC	251 6790933	00144	4,212.00		4,212.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00144	353.10		353.10
54037	SOUTH ALABAMA REGIONAL	334 4336541	00144	225.52		225.52
54042	SWEAT TIRE - ROBERTSDALE		00144	425.90		425.90
66357	WASTE MANAGEMENT OF AL-MOBILE		00144	231.88		231.88
79396	BEHAVIORAL HEALTH SYSTEMS INC		00144	31.71		31.71
87716	LOWE'S FOLEY - 057700034	9705307	00144	58.33		58.33
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00144	34.39		34.39
103114	BAY UTILITY TRAILERS INC	251 9436683	00144	130.00		130.00
104310	EMPLOYMENT SCREENING SERVICE	8590143	00144	40.75		40.75
146165	BALDWIN FEED AND SEED LLC	9379166	00144	568.00		568.00
166975	TSA INC	205 7339111	00144	798.00		798.00
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00144	82.55		82.55
183649	REPUBLIC SERVICES #986		00144	117.00		117.00
185002	SITEONE LANDSCAPE SUPPLY HOLDI		00144	54.50		54.50
187344	CINTAS - UNIFORMS		00144	337.64		337.64
	Parks Fund		00144	7,701.27		7,701.27
10225	UNIV AUBURN-GOVERNMENTAL SERVICES	8444782/HALEYCT R	00146	75.00		75.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00146	50.32		50.32
	Eastern Shore Metro Planning O		00146	125.32		125.32
27181	GULF STATES DISTRIBUTORS	800 2237869	00154	19,286.39		19,286.39
	Federal Forfeiture Fund		00154	19,286.39		19,286.39
43932	EVANS MFG	251 6336008	00165	780.00		780.00
184292	MURPHY'S QUALITY HAY, INC.		00165	800.00		800.00

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
188064	FORTILINE WATERWORKS INC **	251 945 1177	00165	1,552.20			1,552.20
	Gulf Mexico EnergySec Act 2006		00165	3,132.20			3,132.20
191646	THE BRIDGE INC	256 546-6324	00180	78,734.00			78,734.00
	State Grants		00180	78,734.00			78,734.00
10448	A & M PORTABLES INC	251 6790933	00510	525.00			525.00
14011	BUILDERS HARDWARE & SUPPLY CO251	9372361PH	00510	6.49			6.49
21179	DAVISON OIL COMPANY INC	334 633-4444	00510	1,141.52	04-		1,141.56
36251	JUBILEE ACE HOME CENTER	334 9906665	00510	31.23			31.23
49373	TUBBY'S TEE'S	334 928-0086	00510	967.45			967.45
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00510	117.47			117.47
51040	ROBERTSDALE POWER EQUIPMENT		00510	134.48			134.48
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00510	1,649.37			1,649.37
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00510	1,697.00			1,697.00
57071	THOMPSON TRACTOR CO	334 6265100	00510	21,107.89	16.96-		21,124.85
57304	TWO-WAY COMMUNICATIONS INC **	5045859200	00510	1,000.00			1,000.00
57327	TONY'S TOWING INC	251 9287334	00510	585.00			585.00
65201	VULCAN MATERIALS CO - PO'	251 6256681	00510	2,151.71	01-		2,151.72
79396	BEHAVIORAL HEALTH SYSTEMS INC		00510	63.43			63.43
80670	WILLIAMS SCOTSMAN INC	653.0510	00510	2,061.53			2,061.53
84216	W W GRAINGER - FOR PO'S	251 661-1035	00510	5,683.42			5,683.42
86609	CULLIGAN WATER SYSTEMS OF MOBILE	6752697	00510	43.90			43.90
87716	LOWE'S FOLEY - 057700034	9705307	00510	536.42			536.42
97199	RACINE'S FEED GARDEN & SUPPLY	251 9473003	00510	545.00			545.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00510	365.22			365.22
104096	AL STATE DEPT OF AGRICULTURE &		00510	46.00			46.00
113890	HYDRA SERVICE INC		00510	4,720.49			4,720.49
115852	DADE PAPER & BAG CO	251 9641500	00510	234.15			234.15
128080	KENWORTH OF ALABAMA (PARTS ON)	251 9574000P	00510	1,214.61			1,214.61
136354	G T MICHELLI SCALES - PO'S	251 6613656PH	00510	48,982.59			48,982.59
149690	McGRIFF TIRE CO INC (PO'S ONL		00510	44,281.78			44,281.78
150578	MSC INDUSTRIAL DIRECT CO INC *	800 753-7997	00510	524.55			524.55
151781	MOBILE BAY OVERHEAD DOOR INC	251 9908616	00510	325.00			325.00
154499	SOUTHERN PIPE & SUPPLY - FAIRH	251 9900786	00510	37.99			37.99
162616	SWEAT TIRE - BAY MINETTE	5808473	00510	90.00			90.00
166975	TSA INC	205 7339111	00510	13,566.00			13,566.00
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00510	913.11			913.11
181164	CRITTER GITTER PEST CONTROL	850 455-6500	00510	125.00			125.00
181290	WESCO - FOLEY - PO'S	251 424 1550	00510	528.82			528.82
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00510	47.14			47.14
185351	HOLLAND'S PAINT & BODY		00510	3,586.30			3,586.30

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00510	347.80			347.80
185645	BEARD EQUIPMENT CO - MOBILE		00510	3,662.79			3,662.79
187344	CINTAS - UNIFORMS		00510	521.19			521.19
187492	SHORELINE ENVIRONMENTAL INC	251 960 5505	00510	110.00			110.00
188755	HANSEN, CHRISTOPHER L	251 752-9996	00510	80.50			80.50
191016	BAY PEST CONTROL COMPANY INC	228 875-8908	00510	17.50			17.50
191148	ONE CUT GLASS, LLC	251 967-1171	00510	300.00			300.00
	Solid Waste Fund		00510	164,676.84	17.01-		164,693.85
510	SOLID WASTE FUND	251 9370264	00511	112,395.60			112,395.60
21179	DAVISON OIL COMPANY INC	334 633-4444	00511	271.80			271.80
27242	GULF COAST TRUCK & EQUIPMENT	334 4762744	00511	2,652.12			2,652.12
40569	NOTARY PUBLIC UNDERWRITERS		00511	239.00			239.00
48864	INGRAM EQUIPMENT LLC	800 7492783	00511	4,442.27			4,442.27
49373	TUBBY'S TEE'S	334 928-0086	00511	305.50			305.50
54037	SOUTH ALABAMA REGIONAL	334 4336541	00511	25,936.73			25,936.73
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	578.63			578.63
57327	TONY'S TOWING INC	251 9287334	00511	1,706.25			1,706.25
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00511	223.14			223.14
79396	BEHAVIORAL HEALTH SYSTEMS INC		00511	116.28			116.28
84216	W W GRAINGER - FOR PO'S	251 661-1035	00511	295.83			295.83
98634	MCPHERSON OIL CO INC/DBA FUEL	800 2398882	00511	321.11			321.11
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00511	75.50			75.50
103000	OTTO ENVIRONMENTAL SYSTEMS	678- 4327558PH	00511	32,760.00			32,760.00
107220	KEET CONSULTING SERVICES LLC	205 6209843	00511	1,300.00			1,300.00
123094	McPHERSON CO (FOR PO)	888- 8027500EXT2	00511	569.62			569.62
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00511	194.40			194.40
148777	BALDWIN CNTY PROBATE COURT		00511	50.00			50.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00511	9,976.47	1,350.00-		11,326.47
150578	MSC INDUSTRIAL DIRECT CO INC *	800 753-7997	00511	390.53			390.53
170536	SOUTHDATA INC *	251 3437616	00511	5,903.88			5,903.88
180153	CAPITAL VOLVO TRUCK & TRAILER	251 452 0520	00511	7,850.92	1,314.92-		9,165.84
183314	CASCADE ENGINEERING INC	203 695 1130	00511	29,331.40			29,331.40
183743	TRANSUNION RISK & ALTERNATIVE		00511	280.00			280.00
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00511	131.62			131.62
187344	CINTAS - UNIFORMS		00511	262.64			262.64
189486	GSP MARKETING INC	814 445 5866	00511	7,532.42			7,532.42
192816	BEDWELL, WENDELL & KRISTINA (R		00511	10.00			10.00
192860	ALLEGRI, JOE (R)		00511	16.00			16.00
192862	BLACKMON, JENNIFER (R)		00511	30.00			30.00
192863	CEPEDA, MATTHEW E (R)		00511	32.00			32.00

Number	Supplier	Phone Number	Co	Balance Open	Aging		
	Name				Current	1 - 0	Over 0
192865	CLEMENTS, DAVID LANCE (R)		00511	30.00			30.00
192866	CREEL, RUSSELL (R)		00511	16.00			16.00
192868	DAVIS, ROBERT (R)		00511	16.00			16.00
192869	DUGGAN, MELANIE (R)		00511	16.00			16.00
192871	EBELHAR, JODY & CAROL (R)		00511	16.00			16.00
192873	EPPERSON, JAKE (R)		00511	16.00			16.00
192874	GARVIN, TIMOTHY SR (R)		00511	30.00			30.00
192875	HARRIS, FRANCES (R)		00511	30.00			30.00
192877	HINTERSTEINER, ERIC & ELLA (R)		00511	16.00			16.00
192878	HUNT, WALTER C (R)		00511	32.00			32.00
192880	JONES, MICHAEL & LAURA (R)		00511	16.00			16.00
192881	KLENK, JAMES (R)		00511	16.00			16.00
192882	LANE, GEOFF (R)		00511	30.00			30.00
192883	LANGLEY, MICHELLE (R)		00511	30.00			30.00
192884	MANNI, KENNETH L (R)		00511	40.15			40.15
192885	MACHESSKY, KAYLA (R)		00511	32.00			32.00
192886	MILLER, KATHY & STEVE (R)		00511	32.00			32.00
192887	MORRISON, RON & KELLY (R)		00511	42.00			42.00
192888	NELSON, JAMES (R)		00511	30.00			30.00
192889	NOSEWORTHY, DON (R)		00511	48.00			48.00
192890	PEASLEE, HERMAN JR (R)		00511	30.00			30.00
192891	PENA, CINTIA (R)		00511	30.00			30.00
192892	PORTER, CECELIA FAY (R)		00511	30.00			30.00
192893	REVELS, JOYCE (R)		00511	16.00			16.00
192894	SEALY, ROBERT (R)		00511	16.00			16.00
192895	SHELLEY, DENNIS & LOIS (R)		00511	16.00			16.00
192896	SKUROPAT, ALEX (R)		00511	16.00			16.00
192897	SMITH, MARCY (R)		00511	30.00			30.00
192898	TARVER, BOBBY & LEE (R)		00511	30.00			30.00
192899	THOMPSON, JUDITH H (R)		00511	32.00			32.00
192900	TURBERVILLE, TYLER (R)		00511	30.00			30.00
192901	VERNOR, TIM & AMY (R)		00511	16.00			16.00
192902	WHITE, TRACY (R)		00511	32.00			32.00
192903	WILLIAMS, ADAM & CANDACE (R)		00511	32.00			32.00
192905	WILLIAMS, COURTNEY (R)		00511	8.00			8.00
192906	WILLIAMS, HANNAH (R)		00511	16.00			16.00
192907	WOODY, JESSICA & CHASE (R)		00511	21.00			21.00
192908	WORD, TIM (R)		00511	16.00			16.00
192910	ROWLAND, DAVID (R)		00511	32.00			32.00
	Solid Waste Collection Fund		00511	247,164.81	2,664.92-		249,829.73

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
86609	CULLIGAN WATER SYSTEMS OF MOBILE	6752697	00708	44.80				44.80
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00708	11.55				11.55
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00708	417.09				417.09
181136	B I INCORPORATED		00708	21,380.82	.35-			21,381.17
	Community Corrections		00708	21,854.26	.35-			21,854.61
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00721	7,095.89	18.62-			7,114.51
181821	COPY PRODUCTS COMPANY		00721	80.00				80.00
	Data Processing Fee Fund		00721	7,175.89	18.62-			7,194.51
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00722	417.09				417.09
	Special MV Reg/Title Tech Fund		00722	417.09				417.09
14118	BALDWIN CNTY GENERAL FUND		00740	1.93				1.93
39466	KENTWOOD SPRINGS WATER	18002357873	00740	36.64				36.64
54037	SOUTH ALABAMA REGIONAL	334 4336541	00740	2,438.10				2,438.10
66029	WEST GROUP PAYMENT CENTER**	612 6877000	00740	974.83				974.83
66391	XEROX CORP		00740	216.32				216.32
180834	COX, DEANNA VICICH		00740	900.00				900.00
181809	RUFFIN, LORI G		00740	187.00				187.00
183252	AL JUDICIAL COLLEGE EDUCATION		00740	100.00				100.00
185506	SMITH, CHARLOTTE K		00740	115.50				115.50
	Law Library Fund		00740	4,970.32				4,970.32
54083	SOUTH ALABAMA REGIONAL	251 4336541	00741	169.06				169.06
	AAA Donations Fund		00741	169.06				169.06
78713	BALDWIN CNTY HERITAGE MUSEUM		00744	75,000.00	75,000.00			
192923	HOLMES MEDICAL MUSEUM		00744	75,000.00	75,000.00			
	Bald Co Community Cap Fund		00744	150,000.00	150,000.00			
185594	STAPLES CONTRACT & COMMERCIAL	333 8496	00780	71.00				71.00
	Donation Trust Fund		00780	71.00				71.00
186450	PARTNERS MANAGING GENERAL UNDE		00790	69,512.43				69,512.43
192911	ROBERTSON, JACK		00790	300.00				300.00
	Self Insurance Trust		00790	69,812.43				69,812.43
Grand Total(s)			00790	4,639,415.07	223,250.73			4,416,164.34



Baldwin County Commission

Agenda Action Form

File #: 21-0175, **Version:** 1

Item #: EA2

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling \$2,739,780.77 (two million, seven hundred thirty-nine thousand, seven hundred eighty dollars and seventy-seven 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 17, 2020**

Vendor Summary	Totals	Brief Description
1 KELLEY, ROBERT B	175.00	Poll Worker
2 AL STATE DEPT OF ENVIRONMENTAL MANAGEMENT	4,380.00	Variance Permits; Solid Waste
3 AL STATE DEPT OF REVENUE	246.77	Payroll
4 ALABAMA CHILD SUPPORT PAYMENT CENTER	2,765.18	Payroll
5 ALABAMA POWER CO	48,424.88	Utilities
6 ALEXANDER, SUELLEN	175.00	Poll Worker
7 ALLEN, ROBERT	175.00	Poll Worker
8 ALLEN,DOROTHY BOLAR	175.00	Poll Worker
9 ALLEN,RICKY LEONARD	175.00	Poll Worker
10 ALLISON,HELEN B	175.00	Poll Worker
11 ALMAROAD,LAURA WATERS	175.00	Poll Worker
12 ANDERSON, MYRIA FAYE	175.00	Poll Worker
13 ANDERSON,MARY ELLEN	175.00	Poll Worker
14 ANDERSON,NANCY GECI	200.00	Poll Worker
15 ARD, MARY BYRD	175.00	Poll Worker
16 ARMBRUSTER, JANELLE A	175.00	Poll Worker
17 ARMSTRON, NANCY VAUGHN	175.00	Poll Worker
18 ARNETTE,DENISE L	175.00	Poll Worker
19 ASMAN, ROSE MARY	175.00	Poll Worker
20 AT&T	9,431.34	Telephone
21 AUCOIN, JAMES	175.00	Poll Worker
22 AUSEON,DONALD E	175.00	Poll Worker
23 AUSTIN, MARGARET LOUISE	175.00	Poll Worker
24 BAKER,PHILIP LINDLEY	175.00	Poll Worker
25 BALDWIN CNTY COMMISSION - DENTAL 790	175.50	Poll Worker
26 BALDWIN CNTY COMMISSION - HEALTH	3,482.00	Payroll
27 BALDWIN CNTY SHERIFF'S OFFICE	1,431,280.31	Payroll; Sheriff's
28 BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
29 BALDWIN EMC	383.00	Utilities
30 BALDWIN EMC	1,445.61	Utilities
31 BANKESTER,CAROLYN KELLER	175.00	Poll Worker
32 BANKS, MELINDA B	175.00	Poll Worker
33 BARNARD, PATRICIA ANNE	175.00	Poll Worker
34 BARNARD, RICHARD ALAN	200.00	Poll Worker
35 BARNETT, GLENDA A	175.00	Poll Worker
36 BARNETT,JOHN EDGAR	200.00	Poll Worker
37 BARR, AUDREY CHANCE	175.00	Poll Worker
38 BARR,ANGELOUS BRYANT	175.00	Poll Worker
39 BARTELS, JOHN V	175.00	Poll Worker
40 BARTELS, SHANE CHRISTOPHER	175.00	Poll Worker
41 BAUER, PAIRZETTY	175.00	Poll Worker
42 BAY MINETTE POSTMASTER	240.00	Permit #7; Board of Registrars
43 BEAL, MEREDITH	175.00	Poll Worker
44 BEDNARCZYK, JOHN	175.00	Poll Worker
45 BELL, ANDREA	175.00	Poll Worker
46 BELL, EMILY	175.00	Poll Worker
47 BERGMAN, PAUL	175.00	Poll Worker
48 BETHEA, VIOLA	175.00	Poll Worker
49 BEVERLY,BARBARA JAMES	200.00	Poll Worker
50 BEVERLY,KATIE NICOLE	175.00	Poll Worker
51 BILL, KAREN W	175.00	Poll Worker
52 BISHOP,DOROTHY ALETHA	175.00	Poll Worker
53 BLACKMON, ROBERT LEE	175.00	Poll Worker
54 BLASCHAK,ANDREW J	175.00	Poll Worker
55 BLASCHAK,DIANNE BROWN	175.00	Poll Worker
56 BLUE CROSS & BLUE SHIELD OF AL	438,749.95	Payroll
57 BOLAR,YOLANDA GAIL	175.00	Poll Worker
58 BOOTHE,CYNTHIA ANN	175.00	Poll Worker

59	BOTELER, MARCUS BRYANT	175.00	Poll Worker
60	BOTTIAUX, DAVID	175.00	Poll Worker
61	BOTTIAUX, SHELLEY RENEE	175.00	Poll Worker
62	BOULER,SHIRLEY EVANS	175.00	Poll Worker
63	BOUTWELL, ASHLEIGH	175.00	Poll Worker
64	BOYKIN, BARBARA	175.00	Poll Worker
65	BOYKIN, LOIS COWAN	200.00	Poll Worker
66	BRADLEY, ADA LOUISE	175.00	Poll Worker
67	BRADLEY, CHERYL	175.00	Poll Worker
68	BRADLEY, DORETHA P.	175.00	Poll Worker
69	BRADLEY, WILLIAM A	175.00	Poll Worker
70	BRADLEY,BERNICE	175.00	Poll Worker
71	BRANT, SUE	153.82	Land Redemptions
72	BREVIK, JUDITH	175.00	Poll Worker
73	BRIDGES, DEBRA	200.00	Poll Worker
74	BRIDGEWATER, DIANE	175.00	Poll Worker
75	BRIDGEWATER, MICHAEL C	175.00	Poll Worker
76	BRINDLE, ELEANOR	175.00	Poll Worker
77	BRINDLE, PATRICK JOHN	175.00	Poll Worker
78	BROUSSARD, RENE A	175.00	Poll Worker
79	BROWN, JR., WALTER D	175.00	Poll Worker
80	BROWN, REBECCA ANN	185.00	Poll Worker
81	BROWN,ARVA SIRMON	175.00	Poll Worker
82	BROWN,ELOISE WHIDBEE	175.00	Poll Worker
83	BROWN,JOANNE	175.00	Poll Worker
84	BROZ, EDITH	175.00	Poll Worker
85	BROZ, FRANK N III	175.00	Poll Worker
86	BRUMAGE, PATRICK	175.00	Poll Worker
87	BRYARS, JERRIMIE RAY	175.00	Poll Worker
88	BRYARS, VICKI	175.00	Poll Worker
89	BRYARS,CAROLYN K	175.00	Poll Worker
90	BRYARS,LARRY K	175.00	Poll Worker
91	BURCH IV, JOSEPH B.	175.00	Poll Worker
92	BURCH,JOSEPH BENARD III	200.00	Poll Worker
93	BURT, AMY LEIGHAN	175.00	Poll Worker
94	BUXTON, MELANIE	175.00	Poll Worker
95	BYRD,CAROL PATIENCE	175.00	Poll Worker
96	BYRD,MAXINE HARRIS	175.00	Poll Worker
97	CALLAWAY, JOYCE T	175.00	Poll Worker
98	CALLOWAY, ALISON MARIE	175.00	Poll Worker
99	CALLOWAY, EDITH	175.00	Poll Worker
100	CAMPBELL, JANET S	175.00	Poll Worker
101	CAMPBELL, SUSAN E	175.00	Poll Worker
102	CAMPBELL,JO ANN PARMAR	200.00	Poll Worker
103	CAMPBELL,ROGER WILLIAM	175.00	Poll Worker
104	CANNON,ANITA	175.00	Poll Worker
105	CANOPY INVESTMENT COMPANY LLC	644.86	Land Redemptions
106	CARRINGTON, MARCIA	175.00	Poll Worker
107	CARROLL, NANCY T	175.00	Poll Worker
108	CARTER, SALLY	175.00	Poll Worker
109	CASTLE, AARON CRAIG	175.00	Poll Worker
110	CAVALIER, KATHRYN LEE	175.00	Poll Worker
111	CHAMBERLIN, RONALD D	175.00	Poll Worker
112	CHAMNESS, SUSAN	175.00	Poll Worker
113	CHASTANG,ALISON M	175.00	Poll Worker
114	CHRISTIE STRATEGY GROUP	21,000.00	Professional Svcs; 1st & 2nd Qtr
115	CHRISTOPHERSON,JANICE BARNES	200.00	Poll Worker
116	CHURCH, ERNEST A JR	175.00	Poll Worker
117	CHURCH, JUDITH R	175.00	Poll Worker
118	CLARKE, CHERYL PATTERSON	175.00	Poll Worker
119	CLAY, THERREL	175.00	Poll Worker
120	CLEMENTS, KAREN G	200.00	Poll Worker
121	CLEMON, DELBRA A	175.00	Poll Worker
122	CLEWELL, SARAH DIANE	175.00	Poll Worker
123	COBURN, JAMES R	175.00	Poll Worker

124	COGBURN, CONNIE THOMLEY	175.00	Poll Worker
125	COGGIN, GERALD CALVIN III	175.00	Poll Worker
126	COGGIN, ROSELLEN ELLISON	200.00	Poll Worker
127	COLEMAN, ERILDA J	175.00	Poll Worker
128	COLEMAN, RONALD	175.00	Poll Worker
129	COLLIER, MARY ELLEN	175.00	Poll Worker
130	COMALANDER, RACHEL IRENE	175.00	Poll Worker
131	COMBS, BERNICE	175.00	Poll Worker
132	COMBS, DAVID	175.00	Poll Worker
133	COMLY, KANETTA	175.00	Poll Worker
134	COMSTOCK, DOROTHY MOSLEY	175.00	Poll Worker
135	CONWAY, LINDA MICHELLE	175.00	Poll Worker
136	COOK, MICHAEL A	175.00	Poll Worker
137	COOPER, JOHN MARSHALL	175.00	Poll Worker
138	COPPEJANS, SUE MANCI	175.00	Poll Worker
139	CORBAN, NORMA PAULETTE	200.00	Poll Worker
140	COTTON, JAMES W JR	175.00	Poll Worker
141	COURSON, CAROLYN C	175.00	Poll Worker
142	COURSON, HENRY R	175.00	Poll Worker
143	COURTMAN, ANNE O	175.00	Poll Worker
144	COVERT, SHIRLEY A	175.00	Poll Worker
145	COX, NATHANIEL	175.00	Poll Worker
146	CREEL, CAROL L	175.00	Poll Worker
147	CREEL, CHARLES	175.00	Poll Worker
148	CROCKETT, NORMAN WALLACE	175.00	Poll Worker
149	CULVER, VERA MARIK	175.00	Poll Worker
150	CUNNINGHAM, KATHRYN NORTHCUTT	175.00	Poll Worker
151	CURRY, JR., SAMUEL T	175.00	Poll Worker
152	DARLING, SARA LYNN	175.00	Poll Worker
153	DAVIS, ROSE KOPTIS	175.00	Poll Worker
154	DAVISON, IRMA LEE	175.00	Poll Worker
155	DAW, DEBRA	175.00	Poll Worker
156	DAW, OLLIE	175.00	Poll Worker
157	DEAN, SHERRIE LYLES	175.00	Poll Worker
158	DEARING, TAMAIRA	175.00	Poll Worker
159	DELAUNAY, MARY PRESLEY	175.00	Poll Worker
160	DEPARTMENT OF CHILDREN AND FAMILY SVC	539.98	Payroll
161	DETRINIS, LENORA RUTH	175.00	Poll Worker
162	DICKMAN, GARY WAYNE	175.00	Poll Worker
163	DISMUKES, H JACK T	175.00	Poll Worker
164	DORSEY, CATHY	175.00	Poll Worker
165	DOUGLAS, HARRY EVERETTE	175.00	Poll Worker
166	DOUGLAS, PAMELA E	200.00	Poll Worker
167	DOUVIER, PAMELA	175.00	Poll Worker
168	DOUVIER, RONALD F	175.00	Poll Worker
169	DOWNS, LINDA EKLUND	185.00	Poll Worker
170	DOYLE, JR WILLIAM JOSEPH	175.00	Poll Worker
171	DRUMMOND, CHRISTOPHER	175.00	Poll Worker
172	DRYDEN, JOAN	175.00	Poll Worker
173	DUGGER, KATHLEEN	175.00	Poll Worker
174	DUNNAM, BEVERLY A	175.00	Poll Worker
175	DURANT, BRANDY	200.00	Poll Worker
176	DURANT, WADE	175.00	Poll Worker
177	DURRE, GEARY SCOTT	175.00	Poll Worker
178	DZIUBAKOWSKI, NANCY	175.00	Poll Worker
179	EAST, MICHAEL L	175.00	Poll Worker
180	EDENS, SARALYNN	175.00	Poll Worker
181	EDWARDS, HARTFORD JR.	175.00	Poll Worker
182	EICHER, ABIGAIL	175.00	Poll Worker
183	EILERT, PENELOPE	175.00	Poll Worker
184	ELDER, JOAN LESLIE	175.00	Poll Worker
185	ELLIS, LAURA	175.00	Poll Worker
186	ELLIS, KAREN RENEE	200.00	Poll Worker
187	EMMINGER, INGRID SEWARD	175.00	Poll Worker
188	EMMONS, EARL	175.00	Poll Worker

189 EZELL, MICKEY
190 FAIRHOPE, CITY OF
191 FASSBENDER, FREDERICK
192 FELL,JESSIE EMMA
193 FILLMORE, BRITTANY
194 FINLEY PROPERTIES, LLC
195 FIVES, KATINA
196 FIVES, WILLIAM PAUL
197 FLORIDA, STATE OF DISBURSEMENT UNIT
198 FORD, JENNIFER M
199 FOREMAN, MICHAEL L
200 FORRESTER, FRANCES H
201 FRAZIER, EILEEN
202 FRONTIER COMMUNICATIONS
203 FULLER,ELLA MAE
204 GAMBLE, ADEANA
205 GANEY, BRADLEIGH
206 GARDNER, CAROLYN ODOM
207 GARNER,ADELE GONZALES
208 GARRETT, WANDA POSEY
209 GARRETT,JAMES M
210 GASBARRO, ANTHONY
211 GEBHART,DELLA EILAND
212 GENTRY, ROBERT BRUCE
213 GEWIRTZ, MARGIE
214 GIBSON, HAROLD STEPHEN
215 GILES, BARBARA
216 GIRARD, JR., COLBY
217 GOLD, JR RALPH
218 GOLSON,LINDA FAYE
219 GOODLIN, MARY
220 GORELL, CHRISTINE
221 GRAHAM, KATHERYN A
222 GRAHAM, NATHAN
223 GREEN, JAMES
224 GREGORY, BRANDON I
225 GREGORY, WILHELMINA
226 GRIDER, TINA
227 GROOTERS-GRUB, TRACY LYNN
228 GRUBB, WESLEY JOHN
229 HACKNEY, JAMES DAVID
230 HADLEY, CYNTHIA M
231 HADLEY, THOMAS
232 HALEY, DEBRA JEAN
233 HALEY, THOMAS
234 HALL, RICHARD D
235 HAMILTON, THOMAS
236 HAMILTON,SUSAN FISCHER
237 HAMMOCK, CHERRYL BEATSON
238 HANEY,IRMA IRENE
239 HARMS, LAUREEN
240 HARRIS, SARAH C
241 HASTING, JACQUELINE D
242 HASTINGS, MELINDA R
243 HASTON, LINDA SUE
244 HAVARD, JOLEE
245 HAVARD, SALLY
246 HAYNES, JOSHUA BYRON
247 HENDERSON,MARY MORGAN
248 HERMAN, JAMES VERNON
249 HERMAN,JOYCE LENELLE
250 HESS, PHILIP WOODMAN
251 HICKS,TERRILL GEORGE
252 HIGDON, CECILIA
253 HIGHTOWER,FERROLYN HARRISON

[illegible]

254	HILL, CLINT	175.00	Poll Worker
255	HILL, CYNTHIA	175.00	Poll Worker
256	HILL, JOAN	175.00	Poll Worker
257	HINOTE, DONNA ANN	175.00	Poll Worker
258	HOCUTT, MARY	175.00	Poll Worker
259	HOFFMAN, LEE DAVID	200.00	Poll Worker
260	HOLDEN, JULIE REYNOLDS	175.00	Poll Worker
261	HOLLIS, LAURIE B	175.00	Poll Worker
262	HOLLIS, ANNETTE MIMI	175.00	Poll Worker
263	HOLMES, CYNTHIA L	175.00	Poll Worker
264	HOLMES, DONNA SUSAN	175.00	Poll Worker
265	HOOKS, DELMA	175.00	Poll Worker
266	HOPPER, DAWN	175.00	Poll Worker
267	HORACE, JOE MELVIN	175.00	Poll Worker
268	HOSEY, RACHEL DAVES	175.00	Poll Worker
269	HUBBARD, GAIL	175.00	Poll Worker
270	HUDSON, VERDIS VERLON	175.00	Poll Worker
271	HUGGINS, ELIZABETH	175.00	Poll Worker
272	HUGGINS, PAMELA STRANGLER	175.00	Poll Worker
273	HURLEY, MARY L	175.00	Poll Worker
274	HURST, VIVIAN A	175.00	Poll Worker
275	HURST, BARRY LIVINGSTON	200.00	Poll Worker
276	IRS-TAX PAYMENT	272,924.68	Payroll
277	JACKSON, ANNIE	175.00	Poll Worker
278	JACKSON, SR RODERICK	175.00	Poll Worker
279	JACKSON, JENNIFER S	175.00	Poll Worker
280	JACKSON, PATRICIA ANN	200.00	Poll Worker
281	JANUARY, SYLETTA FAYE	175.00	Poll Worker
282	JEFFRIES, PAMELA MINTZ	175.00	Poll Worker
283	JELINEK-STARR, JAMIE JO	175.00	Poll Worker
284	JERKINS, CORY	175.00	Poll Worker
285	JERKINS, BERNICE GANDY	200.00	Poll Worker
286	JOHNSON, DARLENE LONG	175.00	Poll Worker
287	JOHNSON, ELLEN	175.00	Poll Worker
288	JOHNSON, FANNIE	175.00	Poll Worker
289	JOHNSON, JAMES ROBERT	175.00	Poll Worker
290	JOHNSON, MAXINE A	175.00	Poll Worker
291	JONES, DEBRA	175.00	Poll Worker
292	JONES, ELISHA	175.00	Poll Worker
293	JONES, JR., CLYDE W	175.00	Poll Worker
294	JONES, MARGARET FIELDS	175.00	Poll Worker
295	KAISER, BRIDGET P	175.00	Poll Worker
296	KAISER, ROBERT T	175.00	Poll Worker
297	KEARNEY III, DENIS JOHN	175.00	Poll Worker
298	KEARNEY, JACQUELINE TYSON	175.00	Poll Worker
299	KELLER, RICHARD ALFRED	175.00	Poll Worker
300	KING, CAROLYN COLLETTE	175.00	Poll Worker
301	KINGSTON, TIM	175.00	Poll Worker
302	KINNEY, TAMMY TERESA	175.00	Poll Worker
303	KIRBY, EMILY K	175.00	Poll Worker
304	KNOCH, RICHARD PAUL JR.	175.00	Poll Worker
305	KNOCH, CATHERINE RUDER	175.00	Poll Worker
306	KRAL, JOAN S	175.00	Poll Worker
307	KRUEGER, ALICE	175.00	Poll Worker
308	LAMMON, MARK ALAN	200.00	Poll Worker
309	LANGHAM, GILLIAN	175.00	Poll Worker
310	LARRY PUCKETT CHEVROLET GEO	28,350.60	Vehicle; Building & Maintenance
311	LAUBENTHAL, KATHRYN M	185.00	Poll Worker
312	LAUBER, DAWN MANN	175.00	Poll Worker
313	LEE, DONALD K	175.00	Poll Worker
314	LEE, PATRICIA S	175.00	Poll Worker
315	LEE, RICHARD PETER	175.00	Poll Worker
316	LEISENRING, CALEB JORDAN	175.00	Poll Worker
317	LETT, WENDY AUSTIN	200.00	Poll Worker
318	LEWIS, BILLY	175.00	Poll Worker

319	LEWIS, SHIRLEY	175.00	Poll Worker
320	LEWIS,DOROTHY LAMBERT	200.00	Poll Worker
321	LOGAN, MARGARET	175.00	Poll Worker
322	LONG, DARYL BLAINE	200.00	Poll Worker
323	LONG, MARGARET CHILDRESS	175.00	Poll Worker
324	LONG,ALICE MARIE	175.00	Poll Worker
325	LONG,DANA CLYDE	175.00	Poll Worker
326	LONG,ELIZABETH PRUITT	175.00	Poll Worker
327	LOXLEY, TOWN OF	95.31	Utilities
328	MALONE, GERALD HUGH	175.00	Poll Worker
329	MALONE, JOAN JAMES	175.00	Poll Worker
330	MANGUS, DORIS DIAN	175.00	Poll Worker
331	MANGUS,KERMIT ASHLEY JR	200.00	Poll Worker
332	MARTIN, DAVID W	130.00	Solid Waste Refund
333	MARTIN, JOANNAH E	175.00	Poll Worker
334	MARTINEZ-DILLON, SARAH	175.00	Poll Worker
335	MATIACIO, ELIZABETH	175.00	Poll Worker
336	MAYPLANAS, KRISTIN ANDREA	175.00	Poll Worker
337	MCCARTHY, MARGARET YEEND	175.00	Poll Worker
338	MCCLAIN, DAVID R	175.00	Poll Worker
339	MCDERMOTT, TAMMY LIN	175.00	Poll Worker
340	MCDEVITT, MARILYN MCKENZIE	185.00	Poll Worker
341	MCDONALD, GRETCHEN	175.00	Poll Worker
342	MCDONALD, VICTORIA	175.00	Poll Worker
343	MCDONALD,VICTORIA J	175.00	Poll Worker
344	MCELROY,ALLEN PRESTON JR	185.00	Poll Worker
345	MCELROY,DIANNE GLENN	175.00	Poll Worker
346	MCGLAUFLIN, LAURA P	175.00	Poll Worker
347	MCGUFF,SHARON B	200.00	Poll Worker
348	MCKEE,SUZANNE S	175.00	Poll Worker
349	MCKINNEY,SALLY L	175.00	Poll Worker
350	MCMEANS, CYNTHIA	175.00	Poll Worker
351	MCMILLIAN, LISA A	175.00	Poll Worker
352	MCNEAL, BERTHA HOUSTON	175.00	Poll Worker
353	MCNEIL, BONNIE LEE	200.00	Poll Worker
354	MCREYNOLDS, ORA H	200.00	Poll Worker
355	MCVEY, KATHLEEN C	175.00	Poll Worker
356	MEANS, JERRY JEROME	175.00	Poll Worker
357	MEARS, MARILYN	175.00	Poll Worker
358	MICKLES, EUNICE	175.00	Poll Worker
359	MITCHELL, ELAINE	175.00	Poll Worker
360	MOGAN, BELINDA	175.00	Poll Worker
361	MOGAN, MATTHEW FOREST	185.00	Poll Worker
362	MOORE, JOYCE ELIZABETH	175.00	Poll Worker
363	MORISANI, ROSANNE	175.00	Poll Worker
364	MORRIS,CLAUDINE G	185.00	Poll Worker
365	MORROW, DORIS S	175.00	Poll Worker
366	MOSLEY, SHIRLEY ANN	175.00	Poll Worker
367	MOSLEY,ROSE B	200.00	Poll Worker
368	MULLINGS, MARY DOROTHY	175.00	Poll Worker
369	MULLINS, VIRGINIA WILKERSON	175.00	Poll Worker
370	MURPHY, SHARON H	175.00	Poll Worker
371	MYERS, BRENDA	175.00	Poll Worker
372	MYERS, KURT R	175.00	Poll Worker
373	NABORS, MARY	175.00	Poll Worker
374	NATIONWIDE RETIREMENT SOLUTIONS	10,641.00	Payroll
375	NEAL, JUDITH SMITH	185.00	Poll Worker
376	NEFF,LYNN C	175.00	Poll Worker
377	NELSON, KENNETH	175.00	Poll Worker
378	NELSON, MICHELLE JEANINE	175.00	Poll Worker
379	NITTEBERG, ANNIE	175.00	Poll Worker
380	NORDEN, TONIE	175.00	Poll Worker
381	NORRIS, MARY HELEN	175.00	Poll Worker
382	NORRIS,WESLEY ERAN	175.00	Poll Worker
383	NORTH BALDWIN UTILITIES	30,323.66	Utilities

384	NUVIEW IRA FBO DOUGLAS GALE	468.36	Land Redemptions
385	O'BRIEN, DANIEL	1,329.14	Payroll
386	ODOM,PHILISTINE ANTIONETTE	200.00	Poll Worker
387	OMAN, JANET	175.00	Poll Worker
388	OROURKE,MICHAEL E	175.00	Poll Worker
389	OWEN,CHERYL CARLISLE	175.00	Poll Worker
390	PACATTE, LINDA R	175.00	Poll Worker
391	PAGE, TRACI LOUISE	175.00	Poll Worker
392	PALMER, KATHY	175.00	Poll Worker
393	PARKER, SAMULYN	175.00	Poll Worker
394	PARKER,DONNA L	175.00	Poll Worker
395	PARKER,FAYE MCPHERSON	175.00	Poll Worker
396	PARLIMAN, GLENDA B	175.00	Poll Worker
397	PATRICK, BRIDGETTE LAKAYDRA	185.00	Poll Worker
398	PAUL, LISA A	175.00	Poll Worker
399	PEAK, JUDY	175.00	Poll Worker
400	PEIRAF DEFERRED COMPENSATION	1,635.00	Payroll
401	PENNINGER, CAROLYN B	175.00	Poll Worker
402	PERDIDO BAY WATER, SEWER, FIRE	18.72	Utilities
403	PETERSON, FRANCES	175.00	Poll Worker
404	PETERSON, MARY	175.00	Poll Worker
405	PETERSON,THOMAS PRITCHETT	175.00	Poll Worker
406	PETTIBONE,DOROTHY MAE	175.00	Poll Worker
407	PETTIBONE,MELVIN L	175.00	Poll Worker
408	PFIZENMAYER, LAURA	175.00	Poll Worker
409	PFIZENMAYER, RICHARD	175.00	Poll Worker
410	PFLUEGER, MARY	175.00	Poll Worker
411	PIERCE, WENDY ATKINS	175.00	Poll Worker
412	PING, JAMES KENNETH	175.00	Poll Worker
413	PING, RACHEL ELLEN	175.00	Poll Worker
414	PING, SAMANTHA	175.00	Poll Worker
415	PORTER,LORA JANUARY	200.00	Poll Worker
416	PORTMAN, MEREDITH	175.00	Poll Worker
417	POWELL,EDITH ELIZABETH	175.00	Poll Worker
418	PRICE,ANNE TOUART	175.00	Poll Worker
419	PUCKETT, BRONWYN BOUSSON	175.00	Poll Worker
420	QUAITES,PATSY CLAYBORNE	175.00	Poll Worker
421	QUINLEY, SANDRA K	175.00	Poll Worker
422	RAMIREZ, JAMES LARRY	175.00	Poll Worker
423	RAMIREZ, SHARON LEE	175.00	Poll Worker
424	REAMER, KENNETH D	175.00	Poll Worker
425	REDMOND, KATHRYN G	175.00	Poll Worker
426	REED, RICHARD A	175.00	Poll Worker
427	REGIONS BANK CORP TRUST	70,766.28	Warrant; 2020B
428	REISS, NORMAN	175.00	Poll Worker
429	RESMONDO, TOMMY	175.00	Poll Worker
430	RETIREMENT SYSTEMS OF AL	158,512.57	Payroll
431	REVENUE COMMISSION-TEDDY FAUST	200.00	Poll Worker
432	RIDER, CHARLES RAY	175.00	Poll Worker
433	RIHNER, SHEILA	175.00	Poll Worker
434	RINES, RODNEY	99.22	Land Redemptions
435	RIVIERA UTILITIES	4,525.98	Utilities
436	ROBBINS,DEBRA JOHNSON	175.00	Poll Worker
437	ROBERTS,ANNETTE M	175.00	Poll Worker
438	ROBERTSDALE, CITY OF	30,093.00	Utilities
439	ROBINSON,MARJORIE HOLLIS	175.00	Poll Worker
440	ROBISON,WILLIAM EARL	175.00	Poll Worker
441	ROCQUE, THOMAS C	175.00	Poll Worker
442	ROCQUE,KAREN S	175.00	Poll Worker
443	ROLLIN, LINDA G	175.00	Poll Worker
444	ROSE, ADRIEN	175.00	Poll Worker
445	ROSE, SUSAN C	175.00	Poll Worker
446	ROUSSOS,JOHN G	200.00	Poll Worker
447	RUDICELL,JAMES PATRICK	185.00	Poll Worker
448	RYALS, LOLA HADLEY	185.00	Poll Worker

449	RYAN, GLORIA F	175.00	Poll Worker
450	SANDERS, EVELYN OATES	200.00	Poll Worker
451	SANDERS, JAMES HENRY	175.00	Poll Worker
452	SANDERS, RUTH JEANETTE	175.00	Poll Worker
453	SATURLEY, ROBERT EARL	175.00	Poll Worker
454	SATURLEY, JEAN MORGAN	200.00	Poll Worker
455	SCHACH, JULIE PING	175.00	Poll Worker
456	SHELL, BONNIE BATES	200.00	Poll Worker
457	SHELL, JOHN MELVIN JR	175.00	Poll Worker
458	SCHNEIDER, JUDITH ANN	175.00	Poll Worker
459	SCHOETZOW, EVELYN RENA	175.00	Poll Worker
460	SCHUPP, CAROLYN	175.00	Poll Worker
461	SESSION, DIANNE	175.00	Poll Worker
462	SHANNON, SANDRA	175.00	Poll Worker
463	SHAW, BARBARA	175.00	Poll Worker
464	SHAW, JOHN	175.00	Poll Worker
465	SHIVER, BETTY SHARRON	175.00	Poll Worker
466	SHOEMAKER, CLAUDIA	175.00	Poll Worker
467	SIMS, BRIAN E	1,134.15	Land Redemptions
468	SIMS, JUDGE LARRY	175.00	Poll Worker
469	SIMS, BARBARA	200.00	Poll Worker
470	SIZEMORE, SUSAN GOODWYN	175.00	Poll Worker
471	SMITH, ELOUISE SLEDGE	175.00	Poll Worker
472	SMITH, RHONDA BENTON	175.00	Poll Worker
473	SMITH, SHARON	175.00	Poll Worker
474	SMITH, TARA	175.00	Poll Worker
475	SMITH, VELMA	175.00	Poll Worker
476	SMITH, ANGELA S	175.00	Poll Worker
477	SMITH, LARKUS MCGHEE	175.00	Poll Worker
478	SMITH, ROBIN ROXANNE	175.00	Poll Worker
479	SOUTHERN LINC WIRELESS	3,495.03	Telephone
480	SPICCIANI, JANE	175.00	Poll Worker
481	SPICCIANI, JOSEPH C	175.00	Poll Worker
482	STAPLETON, ARTHUR WESLEY III	175.00	Poll Worker
483	STAPLETON, CAROLYN PALMER	175.00	Poll Worker
484	STEERS, GARY RAYE	175.00	Poll Worker
485	STEERS, LADY RUTH	175.00	Poll Worker
486	STEISKAL, JANET LEE	200.00	Poll Worker
487	STEWART, FAYE M	175.00	Poll Worker
488	STEWART, MAXINE PRESLEY	175.00	Poll Worker
489	STEWART, SANDRA M	175.00	Poll Worker
490	STONE CROSBY PC **	4,000.00	Excess Bid; Tax Sale
491	STOUDMIRE, CLORETTA	175.00	Poll Worker
492	STRONG, THELMA WASDEN	200.00	Poll Worker
493	STURMA, RUBY DOLORES	175.00	Poll Worker
494	SWANSON, WILLIAM A	175.00	Poll Worker
495	SWIGERT, GLORIA JEAN	175.00	Poll Worker
496	SWINDLE, BRYAN L	175.00	Poll Worker
497	SWINDLE, SHELIA	175.00	Poll Worker
498	TAIT, EDWINA OWENS	175.00	Poll Worker
499	TAIT, FELIX WAYNE	175.00	Poll Worker
500	TAYLOR, JOHN MELVIN	175.00	Poll Worker
501	TAYLOR, ROBERT U	200.00	Poll Worker
502	THIEWES, LEONARD	175.00	Poll Worker
503	THIEWES, MICHELE	175.00	Poll Worker
504	THOMAS, CHERISE	175.00	Poll Worker
505	THOMLEY, PAULA VICTORIA	175.00	Poll Worker
506	TIDEY, MARY KATHRYN	175.00	Poll Worker
507	TIMMONS, CAROL B	175.00	Poll Worker
508	TODD, ALLEN	175.00	Poll Worker
509	TRENT, WILMA J	200.00	Poll Worker
510	TUCKER, LINDA S	175.00	Poll Worker
511	TUNSTALL, MAJOR	175.00	Poll Worker
512	TYREE, ROBERT EARL	175.00	Poll Worker
513	UNDERWOOD, HELEN HOLMES	175.00	Poll Worker

514	VERIZON WIRELESS	60,029.40	Telephone
515	VERNEY, JR WALTER C.	230.00	Land Redemptions
516	VINES, JAMES	175.00	Poll Worker
517	WAGNER, RAMONA LYNN	200.00	Poll Worker
518	WALKER, CHERYL P	175.00	Poll Worker
519	WALLEY, GAIL FUQUA	200.00	Poll Worker
520	WALLS, REBECCA LYNN	175.00	Poll Worker
521	WANNINGER, SHEILA	175.00	Poll Worker
522	WARD, DIANE VARNER	175.00	Poll Worker
523	WARD, JESI LYNN	175.00	Poll Worker
524	WATERS, JOHN MELVIN	175.00	Poll Worker
525	WATERS, PAMELA PARKER	175.00	Poll Worker
526	WATERS,DORA MARIE	200.00	Poll Worker
527	WATERS,KERMIT W JR	175.00	Poll Worker
528	WATSON,MAZIE DEER	200.00	Poll Worker
529	WATSON,PAT	200.00	Poll Worker
530	WEBER,PATRICIA ANN	175.00	Poll Worker
531	WELKER,VELMA	175.00	Poll Worker
532	WEST, BESSIE J	175.00	Poll Worker
533	WHITE, LILLIAN MARIE	175.00	Poll Worker
534	WHITE, PAULA MARIE	175.00	Poll Worker
535	WHITEHURST,ELIZABETH EVANS	175.00	Poll Worker
536	WHITEHURST,MELVIN E	175.00	Poll Worker
537	WHITTINGTON, SANDRA A	175.00	Poll Worker
538	WHITTINGTON,CAROLYN E	200.00	Poll Worker
539	WIGGINS, NORMA	175.00	Poll Worker
540	WILKES, ANN M	175.00	Poll Worker
541	WILKINS, ANNA	175.00	Poll Worker
542	WILLIAMS, ANNIE B	175.00	Poll Worker
543	WILLIAMS, MARY ELIZABETH	175.00	Poll Worker
544	WILLIAMS, ORA C	175.00	Poll Worker
545	WILLIAMSON,GAIL CAMANN	175.00	Poll Worker
546	WILSON, LINDA S	175.00	Poll Worker
547	WILSON,DORIS R	175.00	Poll Worker
548	WINTERS, BRENDA	175.00	Poll Worker
549	WISE, JODY L CIRCUIT CLERK	50.00	Payroll
550	WITTE, MARILYN C	175.00	Poll Worker
551	WOMACK,SYLVIA H	175.00	Poll Worker
552	WRIGHT, CAROLYN BOESCHEN	175.00	Poll Worker
553	WRIGHT, EVELYN DENNIS	200.00	Poll Worker
554	WYATT, JENNIFER BROOKE	175.00	Poll Worker
555	WYATT, LINDA	175.00	Poll Worker
556	YANNY, CHARLES EDWARD	175.00	Poll Worker
557	YNTEMA,SHELLY KAY	200.00	Poll Worker
558	YOUNG,VICKIE BISHOP	185.00	Poll Worker
559	ZARAGOZA, ALBERTO C	175.00	Poll Worker
560	ZARAGOZA, DIANE CHANDLER	175.00	Poll Worker
561	ZOERNER, CANOY L	175.00	Poll Worker
562	ZOERNER, ROBERT ALAN	175.00	Poll Worker
Grand Total		2,739,780.77	

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
10005221	GOLD, JR RALPH		00001	175.00		175.00
10502715	ZARAGOZA, DIANE CHANDLER		00001	175.00	175.00	
10553941	DORSEY, CATHY		00001	175.00		175.00
10616749	WYATT, JENNIFER BROOKE		00001	175.00		175.00
10637401	ZARAGOZA, ALBERTO C		00001	175.00	175.00	
18000881	LEE, PATRICIA S		00001	175.00	175.00	
19002191	GOODLIN, MARY		00001	175.00	175.00	
20004207	BRIDGES, DEBRA		00001	200.00		200.00
20010841	HESS, PHILIP WOODMAN		00001	175.00		175.00
20019731	REISS, NORMAN		00001	175.00	175.00	
20039163	AUCOIN, JAMES		00001	175.00		175.00
20048188	GREGORY, WILHELMINA		00001	175.00		175.00
20103931	NEAL, JUDITH SMITH		00001	185.00	185.00	
20153498	EMMINGER, INGRID SEWARD		00001	175.00		175.00
20157151	FIVES, KATINA		00001	175.00		175.00
20163027	HAMILTON, THOMAS		00001	175.00	175.00	
20209761	WHITE, PAULA MARIE	251 533-8423	00001	175.00		175.00
20328988	FIVES, WILLIAM PAUL		00001	175.00		175.00
20368520	REDMOND, KATHRYN G		00001	175.00	175.00	
29001257	BLACKMON, ROBERT LEE		00001	175.00		175.00
30009352	COURSON, HENRY R		00001	175.00		175.00
30025825	COURSON, CAROLYN C		00001	175.00		175.00
30042376	WYATT, LINDA		00001	175.00		175.00
30052172	JACKSON, ANNIE		00001	175.00		175.00
30088102	BRYARS, VICKI		00001	175.00	175.00	
40001955	CHURCH, ERNEST A JR		00001	175.00		175.00
40001957	CHURCH, JUDITH R		00001	175.00		175.00
40024534	HAMMOCK, CHERRYL BEATSON		00001	200.00		200.00
50000233	SHIVER, BETTY SHARRON		00001	175.00	175.00	
50000904	STAPLETON, ARTHUR WESLEY III		00001	175.00		175.00
50000967	WHITTINGTON, SANDRA A		00001	175.00	175.00	
50001074	SCHOETZOW,EVELYN RENA	251 987-5668	00001	175.00	175.00	
50001129	RAMIREZ, JAMES LARRY		00001	175.00		175.00
50001130	RAMIREZ, SHARON LEE		00001	175.00		175.00
50001747	WILKES, ANN M		00001	175.00		175.00
50001784	YNTEMA,SHELLY KAY	251 989-7735	00001	200.00	200.00	
50001801	YOUNG,VICKIE BISHOP	251 928-1052	00001	185.00		185.00
50002212	YANNY, CHARLES EDWARD		00001	175.00		175.00
50002483	WATSON,MAZIE DEER	251 937-2199	00001	200.00	200.00	
50002755	WANNINGER, SHEILA		00001	175.00		175.00

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
50003618	SMITH, ELOUISE SLEDGE		00001	175.00	175.00				
50003621	STEISKAL, JANET LEE	251 968-8970	00001	200.00					200.00
50004428	DAW, DEBRA		00001	175.00	175.00				
50004477	SHELL, JOHN MELVIN JR	251 988-8498	00001	175.00	175.00				
50004535	SANDERS, EVELYN OATES	251 968-7715	00001	200.00					200.00
50004536	SANDERS, JAMES HENRY	251 968-7715	00001	175.00					175.00
50004755	SATURLEY, ROBERT EARL		00001	175.00	175.00				
50004756	SATURLEY, JEAN MORGAN	251 987-5581	00001	200.00	200.00				
50005110	TUCKER, LINDA S	251 981-1942	00001	175.00					175.00
50005940	TAYLOR, JOHN MELVIN		00001	175.00	175.00				
50006487	TRENT, WILMA J	251 980-5722	00001	200.00					200.00
50006788	STRONG, THELMA WASDEN	251 540-7383	00001	200.00					200.00
50006990	GARDNER, CAROLYN ODOM		00001	175.00	175.00				
50007172	PORTMAN, MEREDITH		00001	175.00					175.00
50007194	SHAW, BARBARA		00001	175.00					175.00
50007195	SHAW, JOHN		00001	175.00					175.00
50008191	WIGGINS, NORMA		00001	175.00	175.00				
50008360	WRIGHT, EVELYN DENNIS		00001	200.00					200.00
50008626	SMITH, ROBIN ROXANNE	251 937-2978	00001	175.00	175.00				
50008661	WHITEHURST, MELVIN E	251 962-4340	00001	175.00	175.00				
50008676	WALKER, CHERYL P		00001	175.00	175.00				
50008747	WATERS, DORA MARIE	251 931-3563	00001	200.00	200.00				
50008834	BELL, EMILY		00001	175.00					175.00
50009109	JACKSON, PATRICIA ANN	251 625-6928	00001	200.00					200.00
50009856	SMITH, TARA		00001	175.00	175.00				
50009912	SIZEMORE, SUSAN GOODWYN	251 980-1296	00001	175.00					175.00
50010777	SCHNEIDER, JUDITH ANN		00001	175.00	175.00				
50010782	SHOEMAKER, CLAUDIA		00001	175.00	175.00				
50011306	JOHNSON, MAXINE A		00001	175.00					175.00
50011559	WATERS, PAMELA PARKER		00001	175.00	175.00				
50011560	WATERS, JOHN MELVIN		00001	175.00	175.00				
50012373	WEBER, PATRICIA ANN	251 955-5635	00001	175.00	175.00				
50012519	WARD, DIANE VARNER		00001	175.00					175.00
50012767	WILLIAMSON, GAIL CAMANN	251 960-5274	00001	175.00	175.00				
50013194	SMITH, ANGELA S	251 626-9080	00001	175.00					175.00
50014230	SWIGERT, GLORIA JEAN	251 955-1993	00001	175.00					175.00
50014889	WATERS, KERMIT W JR	251 931-3563	00001	175.00	175.00				
50014894	ALMAROAD, LAURA WATERS	251 931-3021	00001	175.00	175.00				
50014898	WAGNER, RAMONA LYNN		00001	200.00	200.00				
50014919	WHITTINGTON, CAROLYN E	251 379-3351	00001	200.00	200.00				

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
50015349	WELKER,VELMA	251 937-8262	00001	175.00	175.00				
50015454	WHITE, LILLIAN MARIE		00001	175.00				175.00	
50015547	VINES, JAMES		00001	175.00				175.00	
50015599	WILSON,DORIS R	251 937-8684	00001	175.00	175.00				
50016105	UNDERWOOD, HELEN HOLMES		00001	175.00				175.00	
50017016	TUNSTALL, MAJOR		00001	175.00	175.00				
50018585	WITTE, MARILYN C		00001	175.00				175.00	
50019940	TAIT,EDWINA OWENS	251 928-1120	00001	175.00				175.00	
50019941	TAIT,FELIX WAYNE	251 928-1120	00001	175.00				175.00	
50020766	TAYLOR, ROBERT U		00001	200.00	200.00				
50021460	WRIGHT, CAROLYN BOESCHEN		00001	175.00	175.00				
50021769	BRADLEY,BERNICE	251 937-7082	00001	175.00	175.00				
50022023	BARNETT,JOHN EDGAR	251 931-3585	00001	200.00	200.00				
50022345	WILLIAMS, ANNIE B		00001	175.00	175.00				
50022416	BYRD,MAXINE HARRIS	251 937-2767	00001	175.00	175.00				
50022427	CHRISTOPHERSON,JANICE BARNES	251 964-6626	00001	200.00	200.00				
50022765	BRYARS,CAROLYN K	251 937-6798	00001	175.00	175.00				
50022770	BRYARS,LARRY K	251 937-6798	00001	175.00	175.00				
50022865	MOSLEY,ROSE B	251 455-1374	00001	200.00	200.00				
50022888	BILL, KAREN W		00001	175.00	175.00				
50023028	HADLEY, CYNTHIA M		00001	175.00	175.00				
50023098	BARNARD, PATRICIA ANNE		00001	175.00				175.00	
50023149	BELL, ANDREA		00001	175.00	175.00				
50023214	CALLOWAY, ALISON MARIE		00001	175.00				175.00	
50023326	COGGIN,GERALD CALVIN III	251 964-2945	00001	175.00	175.00				
50023571	CULVER,VERA MARIK	251 928-9476	00001	175.00				175.00	
50023688	COMSTOCK, DOROTHY MOSLEY		00001	175.00	175.00				
50023827	GOLSON,LINDA FAYE	251 946-2334	00001	200.00	200.00				
50023836	CALLOWAY, EDITH		00001	175.00				175.00	
50024032	CLARKE, CHERYL PATTERSON		00001	175.00	175.00				
50024034	COMALANDER, RACHEL IRENE		00001	175.00				175.00	
50024163	MCGUFF,SHARON B	251 937-9142	00001	200.00				200.00	
50024212	CALLAWAY, JOYCE T		00001	175.00	175.00				
50024302	CHASTANG,ALISON M	251 937-7083	00001	175.00	175.00				
50024308	CAMPBELL,ROGER WILLIAM	251 928-7315	00001	175.00				175.00	
50024414	BEVERLY,KATIE NICOLE	251 947-4135	00001	175.00	175.00				
50024486	BROWN, JR., WALTER D		00001	175.00	175.00				
50024716	BLASCHAK,DIANNE BROWN	251 928-9404	00001	175.00				175.00	
50024816	BETHEA, VIOLA		00001	175.00	175.00				
50024921	BOYKIN, LOIS COWAN		00001	200.00				200.00	

Supplier			Co	Balance Open	Aging			
Number	Name	Phone Number			Current	1 - 0	Over 0	
50024940	BROWN,ARVA SIRMON	251 626-2768	00001	175.00				175.00
50025034	BROZ, EDITH		00001	175.00	175.00			
50025035	BROZ, FRANK N III		00001	175.00	175.00			
50025476	BAUER, PAIRZETTY		00001	175.00				175.00
50025492	BREVIK, JUDITH		00001	175.00	175.00			
50025603	OWEN,CHERYL CARLISLE	251 968-6578	00001	175.00				175.00
50025703	COTTON,JAMES W JR	251 626-7960	00001	175.00	175.00			
50026038	BROWN,JOANNE	251 928-7921	00001	175.00				175.00
50026623	BARTELS, JOHN V		00001	175.00				175.00
50026670	PUCKETT, BRONWYN BOUSSON		00001	175.00				175.00
50026884	BROWN, REBECCA ANN		00001	185.00				185.00
50027391	BLASCHAK,ANDREW J	251 928-9404	00001	175.00				175.00
50027727	BOULER,SHIRLEY EVANS	251 621-4944	00001	175.00				175.00
50028513	BARNARD, RICHARD ALAN		00001	200.00				200.00
50028668	BROWN,ELOISE WHIDBEE	251 655-40	00001	175.00	175.00			
50029273	BURCH,JOSEPH BENARD III	251 626-5230	00001	200.00	200.00			
50029986	BEVERLY,BARBARA JAMES	251 978-3094	00001	200.00	200.00			
50029991	BARR, AUDREY CHANCE		00001	175.00				175.00
50030067	BURCH IV, JOSEPH B.		00001	175.00	175.00			
50031897	COOK, MICHAEL A		00001	175.00	175.00			
50032059	BANKESTER,CAROLYN KELLER	251 937-7617	00001	175.00	175.00			
50032166	BOOTHE,CYNTHIA ANN	251 928-8311	00001	175.00				175.00
50032217	CAMPBELL, SUSAN E		00001	175.00	175.00			
50032584	BANKS, MELINDA B		00001	175.00				175.00
50032599	BERGMAN, PAUL		00001	175.00				175.00
50033116	COMLY, KANETTA		00001	175.00	175.00			
50033126	CORBAN,NORMA PAULETTE	251 923-9787	00001	200.00	200.00			
50033156	COBURN, JAMES R		00001	175.00	175.00			
50033189	BRYARS, JERRIMIE RAY		00001	175.00	175.00			
50033447	BRADLEY, CHERYL		00001	175.00				175.00
50034252	COOPER,JOHN MARSHALL	251 964-5502	00001	175.00	175.00			
50034694	CURRY, JR., SAMUEL T		00001	175.00	175.00			
50034811	COGBURN, CONNIE THOMLEY		00001	175.00	175.00			
50034895	CHAMNESS, SUSAN		00001	175.00	175.00			
50034987	CLEWELL, SARAH DIANE		00001	175.00	175.00			
50035143	CAMPBELL,JO ANN PARMAR	251 928-7315	00001	200.00				200.00
50035284	COX, NATHANIEL		00001	175.00	175.00			
50035382	WILLIAMS, ORA C	251 580-1939	00001	175.00				175.00
50035390	CREEL, CHARLES		00001	175.00	175.00			
50035714	BOTELER, MARCUS BRYANT		00001	175.00	175.00			

Number	Supplier		Co	Balance Open	Current	Aging		
	Name	Phone Number				1 - 0	Over 0	
50035827	CHAMBERLIN, RONALD D		00001	175.00	175.00			
50036142	COURTMAN, ANNE O		00001	175.00				175.00
50036197	ANDERSON,NANCY GECI	251 377-5419	00001	200.00				200.00
50037019	BAKER,PHILIP LINDLEY	251 981-7604	00001	175.00				175.00
50037039	ALLEN,RICKY LEONARD	251 990-6419	00001	175.00	175.00			
50037574	BROUSSARD, RENE A		00001	175.00				175.00
50038124	ALLEN,DOROTHY BOLAR	251 928-546	00001	175.00	175.00			
50038510	AUSTIN, MARGARET LOUISE		00001	175.00	175.00			
50038623	LETT, WENDY AUSTIN		00001	200.00	200.00			
50038734	ANDERSON,MARY ELLEN	251 943-7315	00001	175.00	175.00			
50038840	ALLISON,HELEN B	251 990-7382	00001	175.00				175.00
50038886	CLEMON, DELBRA A		00001	175.00				175.00
50038953	ARD, MARY BYRD		00001	175.00	175.00			
50039064	ALLEN, ROBERT		00001	175.00	175.00			
50039338	ANDERSON, MYRIA FAYE		00001	175.00	175.00			
50039390	AUSEON,DONALD E	251 970-3448	00001	175.00				175.00
50040074	CLAY, THERREL		00001	175.00				175.00
50040245	DAVISON, IRMA LEE		00001	175.00	175.00			
50040254	DISMUKES,H JACK T	251 626-5716	00001	175.00				175.00
50040425	COVERT,SHIRLEY A	251 962-7354	00001	175.00	175.00			
50040426	NEFF,LYNN C	251 961-1086	00001	175.00	175.00			
50040443	DAW, OLLIE		00001	175.00	175.00			
50040525	COLLIER,MARY ELLEN	251 962-3704	00001	175.00	175.00			
50041310	CANNON,ANITA	251 626-2879	00001	175.00				175.00
50041652	CUNNINGHAM, KATHRYN NORTH CUTT		00001	175.00				175.00
50041783	CLEMENTS, KAREN G		00001	200.00	200.00			
50042121	DOUVIER, PAMELA		00001	175.00	175.00			
50042123	DOUVIER, RONALD F		00001	175.00	175.00			
50042733	CARTER, SALLY		00001	175.00				175.00
50043330	DELAUNAY,MARY PRESLEY	251 945-1009	00001	175.00	175.00			
50043565	ARNETTE,DENISE L	251 931-3463	00001	175.00	175.00			
50043630	DRYDEN, JOAN		00001	175.00				175.00
50043750	DICKMAN,GARY WAYNE	251 931-3071	00001	175.00	175.00			
50044120	DEAN,SHERRIE LYLES	251 937-8075	00001	175.00	175.00			
50044341	DOUGLAS,PAMELA E	251 961-7672	00001	200.00	200.00			
50044342	DOUGLAS,HARRY EVERETTE	251 961-7672	00001	175.00	175.00			
50044401	DOWNS,LINDA EKLUND	251 626-1789	00001	185.00				185.00
50045126	DZIUBAKOWSKI, NANCY		00001	175.00				175.00
50046026	WOMACK,SYLVIA H	251 955-5294	00001	175.00	175.00			
50046516	EAST, MICHAEL L		00001	175.00	175.00			

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
50046685	EDWARDS, HARTFORD JR.		00001	175.00	175.00		
50046933	ELLIS, LAURA		00001	175.00	175.00		
50047159	ELLIS,KAREN RENEE	251 964-4619	00001	200.00	200.00		
50047298	KNOCH,CATHERINE RUDER	251 968-5141	00001	175.00			175.00
50047435	EMMONS, EARL		00001	175.00	175.00		
50047715	EICHER, ABIGAIL		00001	175.00	175.00		
50047918	WILLIAMS, MARY ELIZABETH		00001	175.00	175.00		
50048502	EILERT, PENELOPE		00001	175.00			175.00
50048524	WALLEY, GAIL FUQUA		00001	200.00			200.00
50048589	COGGIN,ROSELLEN ELLISON	251 747-8071	00001	200.00	200.00		
50048798	EZELL, MICKEY		00001	175.00			175.00
50050500	FASSBENDER, FREDERICK		00001	175.00			175.00
50050784	FORRESTER, FRANCES H		00001	175.00			175.00
50051438	FRAZIER, EILEEN		00001	175.00			175.00
50051605	FULLER,ELLA MAE	251 625-4144	00001	175.00			175.00
50051746	KRUEGER, ALICE		00001	175.00			175.00
50052100	GARNER,ADELE GONZALES	251 937-3990	00001	175.00	175.00		
50052122	GARRETT,JAMES M	251 626-1462	00001	175.00	175.00		
50052164	GEBHART,DELLA EILAND	251 943-5856	00001	200.00			200.00
50052527	LEWIS,DOROTHY LAMBERT	251 937-7550	00001	200.00	200.00		
50053044	GREEN, JAMES		00001	175.00			175.00
50053359	GRAHAM, KATHERYN A		00001	175.00			175.00
50053432	GENTRY, ROBERT BRUCE		00001	175.00	175.00		
50053610	GILES, BARBARA		00001	175.00			175.00
50054963	MOGAN, BELINDA		00001	175.00			175.00
50055260	GORELL, CHRISTINE		00001	175.00			175.00
50055758	GASBARRO, ANTHONY		00001	175.00			175.00
50055894	JONES, DEBRA		00001	175.00			175.00
50056004	FELL,JESSIE EMMA	251 961-1445	00001	185.00	185.00		
50056555	HUDSON, VERDIS VERLON		00001	175.00	175.00		
50056793	BUXTON, MELANIE		00001	175.00	175.00		
50056929	HORACE,JOE MELVIN	251 937-1305	00001	175.00	175.00		
50056972	HASTING, JACQUELINE D		00001	175.00	175.00		
50057404	DAVIS, ROSE KOPTIS		00001	175.00	175.00		
50057549	PETERSON, MARY		00001	175.00	175.00		
50057563	HASTON, LINDA SUE		00001	175.00	175.00		
50057605	HOFFMAN,LEE DAVID	251 962-3339	00001	200.00	200.00		
50057643	HOLLIS, LAURIE B		00001	175.00			175.00
50057759	BRADLEY, DORETHA P		00001	175.00	175.00		
50058033	HALL, RICHARD D		00001	175.00	175.00		

Supplier				Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
50058206	HAMILTON,SUSAN FISCHER	251 961-7718	00001	175.00	175.00			
50058254	MURPHY, SHARON H		00001	175.00				175.00
50058359	HAVARD, SALLY		00001	175.00				175.00
50058382	HANEY,IRMA IRENE	251 928-521	00001	175.00				175.00
50058437	HURST,BARRY LIVINGSTON	251 580-8123	00001	200.00	200.00			
50058527	HUGGINS, PAMELA STRANGLER		00001	175.00				175.00
50058623	HENDERSON,MARY MORGAN	251 928-9662	00001	175.00				175.00
50058722	MCNEAL, BERTHA HOUSTON		00001	175.00				175.00
50058832	HADLEY, THOMAS		00001	185.00	185.00			
50058872	HOPPER, DAWN		00001	175.00	175.00			
50059226	HOOKS, DELMA		00001	175.00	175.00			
50059246	HIGHTOWER,FERROLYN HARRISON	251 626-9597	00001	175.00				175.00
50059252	HOSEY, RACHEL DAVES		00001	175.00				175.00
50061150	HURST, VIVIAN A		00001	175.00	175.00			
50061699	HOLLIS,ANNETTE MIMI	251 987-5067	00001	175.00	175.00			
50062064	HILL, CLINT		00001	175.00				175.00
50062483	HOLDEN,JULIE REYNOLDS	251 621-495	00001	175.00				175.00
50062706	JANUARY,SYLETTA FAYE	251 862-5450	00001	175.00	175.00			
50063260	HICKS,TERRILL GEORGE	251 928-7944	00001	175.00				175.00
50064521	PORTER,LORA JANUARY	251 862-5230	00001	200.00	200.00			
50064529	JONES, ELISHA		00001	175.00	175.00			
50064607	JOHNSON, JAMES ROBERT		00001	175.00	175.00			
50065119	JOHNSON, DARLENE LONG		00001	175.00	175.00			
50065591	JERKINS,BERNICE GANDY	251 937-3250	00001	200.00	200.00			
50066412	JACKSON, SR RODERICK		00001	175.00				175.00
50066738	HARMS, LAUREEN		00001	175.00	175.00			
50066891	JONES,MARGARET FIELDS	251 937-6042	00001	175.00	175.00			
50067554	KING,CAROLYN COLLETTE	251 964-6932	00001	175.00	175.00			
50067913	JACKSON,JENNIFER S	251 981-2146	00001	175.00				175.00
50068023	KRAL,JOAN S	251 947-4653	00001	175.00	175.00			
50068124	KAISER, ROBERT T		00001	175.00	175.00			
50068225	KAISER, BRIDGET P		00001	175.00	175.00			
50068283	JEFFRIES, PAMELA MINTZ		00001	175.00				175.00
50069806	WARD, JESI LYNN		00001	175.00	175.00			
50070080	KEARNEY III, DENIS JOHN		00001	175.00				175.00
50070483	KIRBY, EMILY K		00001	175.00				175.00
50070549	KEARNEY, JACQUELINE TYSON		00001	175.00				175.00
50070675	HOLMES, DONNA SUSAN		00001	175.00	175.00			
50071085	LOGAN, MARGARET		00001	175.00	175.00			
50071635	MCMILLIAN, LISA A		00001	175.00				175.00

Supplier		Phone Number	Co	Balance Open	Current	Aging		
Number	Name					1 - 0	Over 0	
50071687	LONG,ALICE MARIE	251 937-5269	00001	175.00	175.00			
50072264	KNOCH, RICHARD PAUL JR.		00001	175.00				175.00
50072384	LAUBENTHAL,KATHRYN M	251 928-1808	00001	185.00				185.00
50072404	KINNEY,TAMMY TERESA	251 943-9036	00001	175.00	175.00			
50072429	LAUBER, DAWN MANN		00001	175.00	175.00			
50072523	LONG, MARGARET CHILDRESS		00001	175.00				175.00
50072796	STAPLETON, CAROLYN PALMER		00001	175.00				175.00
50073185	LONG,DANA CLYDE	251 986-3558	00001	175.00	175.00			
50073380	BOLAR,YOLANDA GAIL	251 626-1283	00001	175.00	175.00			
50073614	LONG, DARYL BLAINE		00001	200.00	200.00			
50073752	CREEL, CAROL L		00001	175.00	175.00			
50073777	LEE, DONALD K		00001	175.00				175.00
50074315	MOSLEY, SHIRLEY ANN		00001	175.00	175.00			
50075047	LONG,ELIZABETH PRUITT	251 986-3558	00001	175.00	175.00			
50075196	BISHOP,DOROTHY ALETHA	251 964-2436	00001	175.00	175.00			
50075981	MULLINS, VIRGINIA WILKERSON		00001	175.00				175.00
50076162	MOORE, JOYCE ELIZABETH		00001	175.00				175.00
50076284	JOHNSON, FANNIE		00001	175.00	175.00			
50076424	LEWIS, BILLY		00001	175.00				175.00
50077091	LEE, RICHARD PETER		00001	175.00	175.00			
50077252	MALONE, GERALD HUGH		00001	175.00	175.00			
50077259	MALONE, JOAN JAMES		00001	175.00	175.00			
50077268	LEWIS, SHIRLEY		00001	175.00				175.00
50077325	MCNEIL, BONNIE LEE	251 945-6028	00001	200.00	200.00			
50077591	MCCARTHY, MARGARET YEEND		00001	175.00				175.00
50077748	MICKLES, EUNICE		00001	175.00	175.00			
50077932	MOGAN, MATTHEW FOREST		00001	185.00				185.00
50078615	TIMMONS, CAROL B		00001	175.00				175.00
50078866	MCMEANS, CYNTHIA		00001	175.00				175.00
50079128	MCELROY,DIANNE GLENN	251 981-7320	00001	175.00				175.00
50079788	MEARS, MARILYN		00001	175.00				175.00
50079789	MCREYNOLDS, ORA H		00001	200.00	200.00			
50079898	MCKINNEY,SALLY L	251 961-2620	00001	175.00	175.00			
50080085	MORROW, DORIS S		00001	175.00				175.00
50080688	MITCHELL, ELAINE		00001	175.00	175.00			
50080731	MANGUS,KERMIT ASHLEY JR	251 929-2339	00001	200.00				200.00
50081313	MANGUS, DORIS DIAN		00001	175.00				175.00
50082016	MCELROY,ALLEN PRESTON JR	251 981-7320	00001	185.00				185.00
50082323	JOHNSON, ELLEN		00001	175.00				175.00
50082567	MCKEE,SUZANNE S	251 928-4488	00001	175.00				175.00

Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
50082856	MCDEVITT, MARILYN MCKENZIE		00001	185.00	185.00			
50083143	MCDONALD, VICTORIA J	251 971-1510	00001	175.00	175.00			
50083304	MYERS, KURT R		00001	175.00	175.00			
50084331	MORISANI, ROSANNE		00001	175.00	175.00			
50085056	MARTIN, JOANNAH E		00001	175.00				175.00
50085060	MULLINGS, MARY DOROTHY		00001	175.00				175.00
50085956	NELSON, MICHELLE JEANINE		00001	175.00	175.00			
50085957	NELSON, KENNETH		00001	175.00	175.00			
50086016	HOCUTT, MARY		00001	175.00				175.00
50086164	GRIDER, TINA		00001	175.00	175.00			
50086284	NITTEBERG, ANNIE		00001	175.00	175.00			
50086339	NORDEN, TONIE		00001	175.00	175.00			
50086656	NORRIS, WESLEY ERAN	251 965-7550	00001	175.00				175.00
50087180	NABORS, MARY		00001	175.00	175.00			
50087207	PETTIBONE, DOROTHY MAE	251 988-8575	00001	175.00	175.00			
50087978	OROURKE, MICHAEL E	251 981-6060	00001	175.00				175.00
50088162	HAVARD, JOLEE		00001	175.00				175.00
50088200	BYRD, CAROL PATIENCE	251 937-5953	00001	175.00				175.00
50088233	PRICE, ANNE TOUART	251 937-5252	00001	175.00	175.00			
50088763	PETTIBONE, MELVIN L	251 988-8575	00001	175.00	175.00			
50088931	PARKER, FAYE MCPHERSON	251 968-7859	00001	175.00				175.00
50089077	SCHACH, JULIE PING		00001	175.00	175.00			
50089178	PING, JAMES KENNETH	251 946-2310	00001	175.00	175.00			
50089244	ODOM, PHILISTINE ANTIONETTE	251 928-9608	00001	200.00	200.00			
50089453	PETERSON, THOMAS PRITCHETT	251 988-8709	00001	175.00				175.00
50089534	WHITEHURST, ELIZABETH EVANS	251 962-4340	00001	175.00	175.00			
50089632	PALMER, KATHY		00001	175.00	175.00			
50089963	PIERCE, WENDY ATKINS		00001	175.00				175.00
50089978	PETERSON, FRANCES	251 988-8709	00001	175.00				175.00
50090065	POWELL, EDITH ELIZABETH	251 928-8233	00001	175.00				175.00
50090475	PEAK, JUDY		00001	175.00				175.00
50090484	COPPEJANS, SUE MANCI		00001	175.00				175.00
50091038	PACATTE, LINDA R	251 981-7346	00001	175.00				175.00
50091599	PARKER, DONNA L	251 504-9312	00001	175.00				175.00
50091753	PARKER, SAMULYN		00001	175.00				175.00
50092051	PATRICK, BRIDGETTE LAKAYDRA		00001	185.00	185.00			
50092359	RYALS, LOLA HADLEY		00001	185.00	185.00			
50092497	ROBERTS, ANNETTE M	251 577-6525	00001	175.00	175.00			
50092518	PARLIMAN, GLENDA B		00001	175.00	175.00			
50092805	ROBISON, WILLIAM EARL	251 391-9633	00001	175.00				175.00

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
50093475	RIDER, CHARLES RAY		00001	175.00	175.00				
50093608	BARR,ANGELOUS BRYANT	251 937-7714	00001	175.00	175.00				
50093609	MORRIS,CLAUDINE G	251 937-2218	00001	185.00	185.00				
50093911	RUDICELL,JAMES PATRICK	251 626-16	00001	185.00					185.00
50093976	RESMONDO, TOMMY		00001	175.00	175.00				
50093991	QUAITES,PATSY CLAYBORNE	251 554-430	00001	175.00	175.00				
50093994	QUINLEY, SANDRA K		00001	175.00					175.00
50094775	BARNETT, GLENDAA		00001	175.00	175.00				
50094997	HERMAN,JOYCE LENELLE	251 873-388	00001	175.00	175.00				
50095062	RYAN,GLORIA F	251 931-500	00001	175.00	175.00				
50095088	ROBINSON,MARJORIE HOLLIS	251 928-9310	00001	175.00					175.00
50096790	HURLEY, MARY L		00001	175.00	175.00				
50097163	ROBBINS,DEBRA JOHNSON	251 621-4922	00001	175.00					175.00
50097242	SMITH,LARKUS MCGHEE	251 626-9080	00001	175.00					175.00
50097470	SANDERS,RUTH JEANETTE	251 937-2470	00001	175.00	175.00				
50097537	STURMA, RUBY DOLORES		00001	175.00	175.00				
50097541	SWINDLE, BRYAN L		00001	175.00	175.00				
50097542	SWINDLE, SHELIA		00001	175.00	175.00				
50097858	SMITH, VELMA		00001	175.00	175.00				
50097867	STOUDMIRE, CLORETTA		00001	175.00	175.00				
50097959	SIMS,BARBARA	251 937-8435	00001	200.00	200.00				
50097965	SHELL,BONNIE BATES	251 988-8498	00001	200.00	200.00				
50098037	ROUSSOS,JOHN G	251 454-2700	00001	200.00					200.00
50098384	STEWART, MAXINE PRESLEY	251 937-5996	00001	175.00	175.00				
50098428	ROCQUE,KAREN S	251 962-3377	00001	175.00	175.00				
50098429	ROCQUE, THOMAS C	251 873-1977	00001	175.00	175.00				
50098780	STEWART, SANDRA M		00001	175.00	175.00				
50099239	WATSON,PAT	251 937-2066	00001	200.00	200.00				
50099947	ZOERNER, CANOY L		00001	175.00	175.00				
50099948	ZOERNER, ROBERT ALAN		00001	175.00	175.00				
52008625	GIBSON, HAROLD STEPHEN		00001	175.00					175.00
58001349	BRIDGEWATER, MICHAEL C		00001	175.00					175.00
58002031	BRIDGEWATER, DIANE		00001	175.00					175.00
58008847	HUGGINS, ELIZABETH		00001	175.00					175.00
60001767	SMITH, SHARON		00001	175.00					175.00
64002491	TYREE, ROBERT EARL		00001	175.00					175.00
67307106	SPICCIANI, JOSEPH C		00001	175.00	175.00				
67307110	SPICCIANI, JANE		00001	175.00	175.00				
67311623	CARROLL, NANCY T		00001	175.00					175.00
67312271	CONWAY, LINDA MICHELLE		00001	175.00	175.00				

Supplier						Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0		
67316566	BOTTIAUX, SHELLEY RENEE		00001	175.00	175.00				
67321737	DURANT, WADE		00001	175.00	175.00				
67321738	DURANT, BRANDY		00001	200.00	200.00				
67330826	BOTTIAUX, DAVID		00001	175.00	175.00				
67341606	COLEMAN, RONALD		00001	175.00					175.00
67351334	HALEY, THOMAS		00001	175.00	175.00				
67378653	ARMBRUSTER, JANELLE A		00001	175.00					175.00
67380539	BOYKIN, BARBARA		00001	175.00	175.00				
67382501	SHANNON, SANDRA		00001	175.00	175.00				
67389777	THIEWES, LEONARD		00001	175.00	175.00				
67390093	SWANSON, WILLIAM A		00001	175.00					175.00
67391615	ASMAN, ROSE MARY		00001	175.00					175.00
67394499	BEDNARCZYK, JOHN		00001	175.00	175.00				
67397472	THOMAS, CHERISE		00001	175.00	175.00				
67402215	WEST, BESSIE J		00001	175.00					175.00
67407340	WINTERS, BRENDA		00001	175.00					175.00
67420844	BURT, AMY LEIGHAN		00001	175.00	175.00				
67425054	REAMER, KENNETH D		00001	175.00	175.00				
67427958	EDENS, SARALYNN		00001	175.00	175.00				
67430033	CASTLE, AARON CRAIG		00001	175.00	175.00				
67444858	PAGE, TRACI LOUISE		00001	175.00	175.00				
67449084	REED, RICHARD A		00001	175.00					175.00
67453331	THOMLEY, PAULA VICTORIA		00001	175.00	175.00				
67454623	CROCKETT, NORMAN WALLACE		00001	175.00					175.00
67478582	MEANS, JERRY JEROME		00001	175.00	175.00				
67478614	DOYLE, JR WILLIAM JOSEPH		00001	175.00	175.00				
67480000	LEISENRING, CALEB JORDAN		00001	175.00	175.00				
67488249	BRUMAGE, PATRICK		00001	175.00	175.00				
70101342	HACKNEY, JAMES DAVID		00001	175.00					175.00
70119582	MYERS, BRENDA		00001	175.00					175.00
70146053	CAMPBELL, JANET S		00001	175.00					175.00
73004400	PING, RACHEL ELLEN		00001	175.00	175.00				
73014458	HARRIS, SARAH C		00001	175.00					175.00
73027729	SMITH, RHONDA BENTON		00001	175.00					175.00
73041531	BRADLEY, ADA LOUISE		00001	175.00					175.00
73043316	DARLING, SARA LYNN		00001	175.00					175.00
73096824	OMAN, JANET		00001	175.00	175.00				
73101758	DEARING, TAMAIRA		00001	175.00	175.00				
73158199	BRINDLE, ELEANOR		00001	175.00					175.00
73210581	STEWART, FAYE M		00001	175.00	175.00				

Supplier			Aging					
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0	
73214842	HINOTE, DONNA ANN		00001	175.00	175.00			
73269592	BEAL, MEREDITH		00001	175.00				175.00
73302733	WILSON, LINDA S		00001	175.00				175.00
73363590	COMBS, BERNICE		00001	175.00	175.00			
73363591	COMBS, DAVID		00001	175.00	175.00			
73382635	BARTELS, SHANE CHRISTOPHER		00001	175.00				175.00
73388527	BRINDLE, PATRICK JOHN		00001	175.00				175.00
73390545	MCDONALD, VICTORIA		00001	175.00				175.00
73416040	COLEMAN, ERILDA J		00001	175.00				175.00
73429597	FORD, JENNIFER M		00001	175.00				175.00
73435292	HERMAN, JAMES VERNON		00001	175.00	175.00			
73484099	WALLS, REBECCA LYNN		00001	175.00	175.00			
73490798	ROSE, SUSAN C		00001	175.00				175.00
73490800	ROSE, ADRIEN		00001	175.00				175.00
73509503	LAMMON, MARK ALAN		00001	200.00				200.00
73511940	BRADLEY, WILLIAM A		00001	175.00				175.00
73540462	BOUTWELL, ASHLEIGH		00001	175.00				175.00
73632793	SESSION, DIANNE		00001	175.00				175.00
73644431	HALEY, DEBRA JEAN		00001	200.00	200.00			
73670871	DUNNAM, BEVERLY A		00001	175.00				175.00
73776489	DUGGER, KATHLEEN		00001	175.00	175.00			
73780649	JONES, JR., CLYDE W		00001	175.00	175.00			
73783764	JELINEK-STARR, JAMIE JO		00001	175.00	175.00			
73841296	KELLER, RICHARD ALFRED		00001	175.00	175.00			
73850441	PENNINGER, CAROLYN B		00001	175.00				175.00
73855426	GEWIRTZ, MARGIE		00001	175.00				175.00
73891792	JERKINS, CORY		00001	175.00	175.00			
73894818	PING, SAMANTHA		00001	175.00	175.00			
73897774	THIEWES, MICHELE		00001	175.00	175.00			
73912294	SCHUPP, CAROLYN		00001	175.00				175.00
73917767	MCVEY, KATHLEEN C		00001	175.00				175.00
73931324	ALEXANDER, SUELLEN		00001	175.00				175.00
73968974	GRAHAM, NATHAN		00001	175.00				175.00
74050863	MCDONALD, GRETCHEN		00001	175.00				175.00
74070899	DURRE, GEARY SCOTT		00001	175.00				175.00
74099323	FOREMAN, MICHAEL L		00001	175.00	175.00			
74112295	WILKINS, ANNA		00001	175.00				175.00
74118766	KINGSTON, TIM		00001	175.00				175.00
74122790	DRUMMOND, CHRISTOPHER		00001	175.00				175.00
74156867	MCDERMOTT, TAMMY LIN		00001	175.00	175.00			

Supplier			Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0 Over 0
74260327	FILLMORE, BRITTANY		00001	175.00		175.00
74300947	GROOTERS-GRUB, TRACY LYNN		00001	175.00	175.00	
74300948	GRUBB, WESLEY JOHN		00001	175.00	175.00	
74365400	MCGLAUFLIN, LAURA P		00001	175.00		175.00
74445712	STEERS, GARY RAYE		00001	175.00		175.00
74470562	MCCLAIN, DAVID R		00001	175.00		175.00
74493580	STEERS, LADY RUTH		00001	175.00		175.00
74511930	TODD, ALLEN		00001	175.00		175.00
74519862	SIMS, JUDGE LARRY		00001	175.00		175.00
74547963	GAMBLE, ADEANA		00001	175.00		175.00
74556977	MATIACIO, ELIZABETH		00001	175.00		175.00
74562986	HOLMES, CYNTHIA L		00001	175.00		175.00
74563289	ARMSTRON, NANCY VAUGHN		00001	175.00	175.00	
74563303	CARRINGTON, MARCIA		00001	175.00	175.00	
74584549	CAVALIER, KATHRYN LEE		00001	175.00	175.00	
74593471	HUBBARD, GAIL		00001	175.00	175.00	
74594441	PFLUEGER, MARY		00001	175.00		175.00
74674344	MARTINEZ-DILLON, SARAH		00001	175.00		175.00
74726784	GIRARD, JR., COLBY		00001	175.00		175.00
74729861	TIDEY, MARY KATHRYN		00001	175.00		175.00
74741328	NORRIS, MARY HELEN		00001	175.00		175.00
74757601	MAYPLANAS, KRISTIN ANDREA		00001	175.00		175.00
74769848	ROLLIN, LINDA G		00001	175.00		175.00
74805793	DETRINIS, LENORA RUTH		00001	175.00	175.00	
74859085	RIHNER, SHEILA		00001	175.00		175.00
74859745	GARRETT, WANDA POSEY		00001	175.00		175.00
74865102	GANEY, BRADLEIGH		00001	175.00	175.00	
74870387	ELDER, JOAN LESLIE		00001	175.00		175.00
74876226	GREGORY, BRANDON I		00001	175.00		175.00
74878146	HILL, JOAN		00001	175.00	175.00	
74904821	HIGDON, CECILIA		00001	175.00		175.00
74947771	LANGHAM, GILLIAN		00001	175.00	175.00	
74955157	PAUL, LISA A		00001	175.00		175.00
74959715	KELLEY, ROBERT B		00001	175.00		175.00
80106367	PFIZENMAYER, RICHARD		00001	175.00		175.00
80155837	PFIZENMAYER, LAURA		00001	175.00		175.00
90022680	HILL, CYNTHIA		00001	175.00		175.00
	General Fund		00001	91,890.00	48,320.00	43,570.00
	Grand Total(s)		00001	91,890.00	48,320.00	43,570.00

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
40627	NATIONWIDE RETIREMENT SOLUTION		00001	3,568.50	3,568.50		
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	577.85	577.85		
112221	WISE, JODY L CIRCUIT CLERK		00001	50.00	50.00		
184047	O'BRIEN, DANIEL		00001	368.30	368.30		
	General Fund		00001	4,564.65	4,564.65		
40627	NATIONWIDE RETIREMENT SOLUTION		00103	30.00	30.00		
	County Transportation Fund		00103	30.00	30.00		
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		
	Juvenile Detention Fac Fund		00105	716.35	716.35		
184047	O'BRIEN, DANIEL		00106	253.00	253.00		
	Baldwin Co Archives Fund		00106	253.00	253.00		
40627	NATIONWIDE RETIREMENT SOLUTION		00109	125.00	125.00		
	Animal Shelter		00109	125.00	125.00		
40627	NATIONWIDE RETIREMENT SOLUTION		00111	5,065.00	5,065.00		
54555	AL STATE DEPT OF REVENUE	205 2421220	00111	246.77	246.77		
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	829.95	829.95		
180373	BALDWIN CNTY COMMISSION - DENT		00111	90.50	90.50		
186456	BALDWIN CNTY COMMISSION - HEAL		00111	2,050.00	2,050.00		
189015	DEPARTMENT OF CHILDREN AND FAM		00111	193.84	193.84		
	7 Cent Gasoline Tax Fund		00111	8,476.06	8,476.06		
40627	NATIONWIDE RETIREMENT SOLUTION		00120	955.00	955.00		
184047	O'BRIEN, DANIEL		00120	337.84	337.84		
186456	BALDWIN CNTY COMMISSION - HEAL		00120	51.00	51.00		
	Reappraisal Fund		00120	1,343.84	1,343.84		
40627	NATIONWIDE RETIREMENT SOLUTION		00143	185.00	185.00		
	Section 18 Fund		00143	185.00	185.00		
40627	NATIONWIDE RETIREMENT SOLUTION		00144	135.00	135.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	222.92	222.92		
	Parks Fund		00144	357.92	357.92		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	169.50	169.50		
184047	O'BRIEN, DANIEL		00510	252.00	252.00		
189015	DEPARTMENT OF CHILDREN AND FAM		00510	346.14	346.14		
	Solid Waste Fund		00510	767.64	767.64		
40627	NATIONWIDE RETIREMENT SOLUTION		00511	280.00	280.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	696.00	696.00		
180373	BALDWIN CNTY COMMISSION - DENT		00511	85.00	85.00		
184047	O'BRIEN, DANIEL		00511	118.00	118.00		
186456	BALDWIN CNTY COMMISSION - HEAL		00511	1,381.00	1,381.00		

..... Supplier .....			..... Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
Solid Waste Collection Fund			00511	2,560.00	2,560.00		
Grand Total(s)			00511	19,379.46	19,379.46		

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
14005	BALDWIN EMC	251 9890118	00001	55.61			55.61
19003	NORTH BALDWIN UTILITIES		00001	25,615.10			25,615.10
48004	BAY MINETTE POSTMASTER		00001	240.00			240.00
51003	RIVIERA UTILITIES		00001	1,827.43			1,827.43
54257	FRONTIER COMMUNICATIONS		00001	14.70			14.70
62367	SOUTHERN LINC WIRELESS		00001	372.33			372.33
	General Fund		00001	28,125.17			28,125.17
14005	BALDWIN EMC	251 9890118	00111	572.00			572.00
51003	RIVIERA UTILITIES		00111	2,136.49			2,136.49
62367	SOUTHERN LINC WIRELESS		00111	951.07			951.07
	7 Cent Gasoline Tax Fund		00111	3,659.56			3,659.56
19003	NORTH BALDWIN UTILITIES		00143	95.96			95.96
51003	RIVIERA UTILITIES		00143	27.46			27.46
	Section 18 Fund		00143	123.42			123.42
14005	BALDWIN EMC	251 9890118	00144	715.00			715.00
19021	FAIRHOPE, CITY OF (UTILITIES)		00144	16.10			16.10
62367	SOUTHERN LINC WIRELESS		00144	386.67			386.67
	Parks Fund		00144	1,117.77			1,117.77
14005	BALDWIN EMC	251 9890118	00510	103.00			103.00
62367	SOUTHERN LINC WIRELESS		00510	780.62			780.62
	Solid Waste Fund		00510	883.62			883.62
62367	SOUTHERN LINC WIRELESS		00511	1,004.34			1,004.34
	Solid Waste Collection Fund		00511	1,004.34			1,004.34
19003	NORTH BALDWIN UTILITIES		00708	91.01			91.01
	Community Corrections		00708	91.01			91.01
65091	STONE CROSBY PC **		00720	4,000.00	4,000.00		
	Excess From Land Sales Fund		00720	4,000.00	4,000.00		
192291	HASTINGS, MELINDA R		00725	651.53	651.53		
	Land Redemption Fund		00725	651.53	651.53		
Grand Total(s)				00725	39,656.42	4,651.53	35,004.89

Document				Date	Co.	Name	Address Number	Amounts				G/L		LT	PC	PI	Subledger	/Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Invoice Number	Remark	Payment Amount				G/L							
						Account Description	Account Number	Discount Taken				Distribution							
G/L Bank Account						00018481	Cash	Batch Number	2853582	Type	M	Date	10/27/2020	User ID	189171				
PN	9205456			10/27/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					731.60-						D	
PV	528220	00790	001	10/27/2020		42257 999 102320	10/19-10/23/20												
						Cash	00018481						731.60-		AA				
PN	9205456			10/27/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,135.60-						D	
PV	528220	00790	002	10/27/2020		42257 999 102320	10/19-10/23/20												
						Cash	00018481						2,135.60-		AA				
PN	9205456			10/27/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					752.00-						D	
PV	528220	00790	003	10/27/2020		42257 999 102320	10/19-10/23/20												
						Cash	00018481						752.00-		AA				
PN	9205456			10/27/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					120.00-						D	
PV	528220	00790	004	10/27/2020		42257 999 102320	10/19-10/23/20												
						Cash	00018481						120.00-		AA				
PN	9205456			10/27/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					448.70-						D	
PV	528220	00790	005	10/27/2020		42257 999 102320	10/19-10/23/20												
						Cash	00018481						448.70-		AA				
PN	9205456			10/27/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					71,700.71-						D	
PV	528220	00790	006	10/27/2020		42257 999 102320	10/19-10/23/20												
						Cash	00018481						71,700.71-		AA				
PN	9205456			10/27/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					3,161.96-						D	
PV	528220	00790	007	10/27/2020		42257 999 102320	10/19-10/23/20												
						Cash	00018481						3,161.96-		AA				
PN	9205456			10/27/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					3,273.34-						D	
PV	528220	00790	008	10/27/2020		42257 999 102320	10/19-10/23/20												

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

10/27/2020 15:48:25
Page - 2

..... Document				Date	Co.	Name	Address Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment	Voucher	Co.	Item	Payment	Invoice Number	Remark	Payment Amount	G/L					
					Voucher	Account Description	Account Number	Discount Taken	Distribution					
						Cash	00018481		3,273.34-	AA				
						Totals for Bank Account		82,323.91-	82,323.91-					
						Totals for Batch		82,323.91-	82,323.91-					
						User Total		82,323.91-	82,323.91-					
						Grand Total		82,323.91-	82,323.91-					

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

10/27/2020 15:50:16
Page - 1

..... 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	2853584	Type	M	Date	10/27/2020			189171	
PN	9205457			10/27/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	39,964.53-						D		
PV	528221	00790	001	10/27/2020		42257-999 11012020	BCC MONTHLY FEES 11/1-12/1/20									
						Cash	00018481					39,964.53-		AA		
Totals for Bank Account								39,964.53-				39,964.53-				
Totals for Batch								39,964.53-				39,964.53-				
User Total								39,964.53-				39,964.53-				
Grand Total								39,964.53-				39,964.53-				

[illegible]

..... 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		381.57-	AA				
PN	9205458			10/27/2020	00106	RETIREMENT SYSTEMS OF AL	51059	621.87-				D		
T7	528100	00106	001	10/30/2020		10272011533042	RSA AP PR 102520							
						Cash	00018481		621.87-	AA				
PN	9205458			10/27/2020	00109	RETIREMENT SYSTEMS OF AL	51059	406.77-				D		
T7	528101	00109	001	10/30/2020		10272011533043	RSA AP PR 102520							
						Cash	00018481		406.77-	AA				
PN	9205458			10/27/2020	00109	RETIREMENT SYSTEMS OF AL	51059	1,782.18-				D		
T7	528102	00109	001	10/30/2020		10272011533044	RSA AP PR 102520							
						Cash	00018481		1,782.18-	AA				
PN	9205458			10/27/2020	00111	RETIREMENT SYSTEMS OF AL	51059	20,070.11-				D		
T7	528103	00111	001	10/30/2020		10272011533045	RSA AP PR 102520							
						Cash	00018481		20,070.11-	AA				
PN	9205458			10/27/2020	00111	RETIREMENT SYSTEMS OF AL	51059	15,995.39-				D		
T7	528104	00111	001	10/30/2020		10272011533046	RSA AP PR 102520							
						Cash	00018481		15,995.39-	AA				
PN	9205458			10/27/2020	00120	RETIREMENT SYSTEMS OF AL	51059	8,437.46-				D		
T7	528105	00120	001	10/30/2020		10272011533047	RSA AP PR 102520							
						Cash	00018481		8,437.46-	AA				
PN	9205458			10/27/2020	00120	RETIREMENT SYSTEMS OF AL	51059	4,055.28-				D		
T7	528106	00120	001	10/30/2020		10272011533048	RSA AP PR 102520							
						Cash	00018481		4,055.28-	AA				
PN	9205458			10/27/2020	00140	RETIREMENT SYSTEMS OF AL	51059	1,634.97-				D		
T7	528107	00140	001	10/30/2020		10272011533049	RSA AP PR 102520							

..... 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		1,634.97-	AA				
PN	9205458			10/27/2020	00140	RETIREMENT SYSTEMS OF AL	51059	254.45-				D		
T7	528109	00140	001	10/30/2020		10272011533050	RSA AP PR 102520							
						Cash	00018481		254.45-	AA				
PN	9205458			10/27/2020	00143	RETIREMENT SYSTEMS OF AL	51059	3,114.34-				D		
T7	528110	00143	001	10/30/2020		10272011533051	RSA AP PR 102520							
						Cash	00018481		3,114.34-	AA				
PN	9205458			10/27/2020	00143	RETIREMENT SYSTEMS OF AL	51059	2,912.81-				D		
T7	528111	00143	001	10/30/2020		10272011533052	RSA AP PR 102520							
						Cash	00018481		2,912.81-	AA				
PN	9205458			10/27/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,833.34-				D		
T7	528112	00144	001	10/30/2020		10272011533053	RSA AP PR 102520							
						Cash	00018481		1,833.34-	AA				
PN	9205458			10/27/2020	00144	RETIREMENT SYSTEMS OF AL	51059	1,645.38-				D		
T7	528113	00144	001	10/30/2020		10272011533054	RSA AP PR 102520							
						Cash	00018481		1,645.38-	AA				
PN	9205458			10/27/2020	00146	RETIREMENT SYSTEMS OF AL	51059	528.44-				D		
T7	528114	00146	001	10/30/2020		10272011533055	RSA AP PR 102520							
						Cash	00018481		528.44-	AA				
PN	9205458			10/27/2020	00510	RETIREMENT SYSTEMS OF AL	51059	9,174.83-				D		
T7	528115	00510	001	10/30/2020		10272011533056	RSA AP PR 102520							
						Cash	00018481		9,174.83-	AA				
PN	9205458			10/27/2020	00510	RETIREMENT SYSTEMS OF AL	51059	5,541.44-				D		
T7	528116	00510	001	10/30/2020		10272011533057	RSA AP PR 102520							

..... 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		5,541.44-	AA				
PN	9205458			10/27/2020	00511	RETIREMENT SYSTEMS OF AL	51059	10,238.31-				D		
T7	528117	00511	001	10/30/2020		10272011533058	RSA AP PR 102520							
						Cash	00018481		10,238.31-	AA				
PN	9205458			10/27/2020	00511	RETIREMENT SYSTEMS OF AL	51059	6,111.58-				D		
T7	528118	00511	001	10/30/2020		10272011533059	RSA AP PR 102520							
						Cash	00018481		6,111.58-	AA				
PN	9205458			10/27/2020	00740	RETIREMENT SYSTEMS OF AL	51059	128.01-				D		
T7	528120	00740	001	10/30/2020		10272011533060	RSA AP PR 102520							
						Cash	00018481		128.01-	AA				
PN	9205458			10/27/2020	00001	RETIREMENT SYSTEMS OF AL	51059	.24-				D		
PV	528223	00001	001	10/27/2020		102520	ADJUSTMENT							
						Cash	00018481		.24-	AA				
PN	9205458			10/27/2020	00111	RETIREMENT SYSTEMS OF AL	51059	97.57				D		
PD	528224	00111	001	10/27/2020		102520 1	BRAXTON HILL							
						Cash	00018481		97.57	AA				
PN	9205458			10/27/2020	00111	RETIREMENT SYSTEMS OF AL	51059	82.74				D		
PD	528224	00111	002	10/27/2020		102520 1	BRAXTON HILL							
						Cash	00018481		82.74	AA				
Totals for Bank Account								158,512.57-	158,512.57-					
Totals for Batch								158,512.57-	158,512.57-					
User Total								158,512.57-	158,512.57-					

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

..... 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								158,512.57-	158,512.57-							

..... 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	2853604	Type	M	Date	10/28/2020	User ID	DGBRYARS
PN	9205460			10/30/2020	00001	IRS-TAX PAYMENT	54188					36,608.86-		D
T7	528121	00001	001	10/30/2020		10272011533061	636001408	Payroll Taxes						
						Cash	00018481					36,608.86-	AA	
PN	9205460			10/30/2020	00001	IRS-TAX PAYMENT	54188					66,398.24-		D
T7	528122	00001	001	10/30/2020		10272011533062	636001408	Payroll Taxes						
						Cash	00018481					66,398.24-	AA	
PN	9205460			10/30/2020	00103	IRS-TAX PAYMENT	54188					120.12-		D
T7	528123	00103	001	10/30/2020		10272011533063	636001408	Payroll Taxes						
						Cash	00018481					120.12-	AA	
PN	9205460			10/30/2020	00103	IRS-TAX PAYMENT	54188					205.20-		D
T7	528124	00103	001	10/30/2020		10272011533064	636001408	Payroll Taxes						
						Cash	00018481					205.20-	AA	
PN	9205460			10/30/2020	00104	IRS-TAX PAYMENT	54188					332.94-		D
T7	528125	00104	001	10/30/2020		10272011533065	636001408	Payroll Taxes						
						Cash	00018481					332.94-	AA	
PN	9205460			10/30/2020	00104	IRS-TAX PAYMENT	54188					695.28-		D
T7	528126	00104	001	10/30/2020		10272011533066	636001408	Payroll Taxes						
						Cash	00018481					695.28-	AA	
PN	9205460			10/30/2020	00105	IRS-TAX PAYMENT	54188					2,310.37-		D
T7	528127	00105	001	10/30/2020		10272011533067	636001408	Payroll Taxes						
						Cash	00018481					2,310.37-	AA	
PN	9205460			10/30/2020	00105	IRS-TAX PAYMENT	54188					4,672.26-		D
T7	528128	00105	001	10/30/2020		10272011533068	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		4,672.26-	AA				
PN	9205460			10/30/2020	00106	IRS-TAX PAYMENT	54188	203.86-				D		
T7	528129	00106	001	10/30/2020		10272011533069	636001408 Payroll Taxes							
						Cash	00018481		203.86-	AA				
PN	9205460			10/30/2020	00106	IRS-TAX PAYMENT	54188	1,112.90-				D		
T7	528131	00106	001	10/30/2020		10272011533070	636001408 Payroll Taxes							
						Cash	00018481		1,112.90-	AA				
PN	9205460			10/30/2020	00109	IRS-TAX PAYMENT	54188	981.48-				D		
T7	528132	00109	001	10/30/2020		10272011533071	636001408 Payroll Taxes							
						Cash	00018481		981.48-	AA				
PN	9205460			10/30/2020	00109	IRS-TAX PAYMENT	54188	2,422.00-				D		
T7	528133	00109	001	10/30/2020		10272011533072	636001408 Payroll Taxes							
						Cash	00018481		2,422.00-	AA				
PN	9205460			10/30/2020	00111	IRS-TAX PAYMENT	54188	19,897.11-				D		
T7	528134	00111	001	10/30/2020		10272011533073	636001408 Payroll Taxes							
						Cash	00018481		19,897.11-	AA				
PN	9205460			10/30/2020	00111	IRS-TAX PAYMENT	54188	40,199.54-				D		
T7	528135	00111	001	10/30/2020		10272011533074	636001408 Payroll Taxes							
						Cash	00018481		40,199.54-	AA				
PN	9205460			10/30/2020	00120	IRS-TAX PAYMENT	54188	7,332.92-				D		
T7	528136	00120	001	10/30/2020		10272011533075	636001408 Payroll Taxes							
						Cash	00018481		7,332.92-	AA				
PN	9205460			10/30/2020	00120	IRS-TAX PAYMENT	54188	14,017.88-				D		
T7	528137	00120	001	10/30/2020		10272011533076	636001408 Payroll Taxes							

..... 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							
						Cash	00018481			14,017.88-	AA				
PN	9205460			10/30/2020	00140	IRS-TAX PAYMENT	54188	1,058.54-					D		
T7	528138	00140	001	10/30/2020		10272011533077	636001408 Payroll Taxes								
						Cash	00018481			1,058.54-	AA				
PN	9205460			10/30/2020	00140	IRS-TAX PAYMENT	54188	2,193.72-					D		
T7	528139	00140	001	10/30/2020		10272011533078	636001408 Payroll Taxes								
						Cash	00018481			2,193.72-	AA				
PN	9205460			10/30/2020	00143	IRS-TAX PAYMENT	54188	3,009.14-					D		
T7	528140	00143	001	10/30/2020		10272011533079	636001408 Payroll Taxes								
						Cash	00018481			3,009.14-	AA				
PN	9205460			10/30/2020	00143	IRS-TAX PAYMENT	54188	7,207.60-					D		
T7	528142	00143	001	10/30/2020		10272011533080	636001408 Payroll Taxes								
						Cash	00018481			7,207.60-	AA				
PN	9205460			10/30/2020	00144	IRS-TAX PAYMENT	54188	1,577.50-					D		
T7	528143	00144	001	10/30/2020		10272011533081	636001408 Payroll Taxes								
						Cash	00018481			1,577.50-	AA				
PN	9205460			10/30/2020	00144	IRS-TAX PAYMENT	54188	3,865.30-					D		
T7	528144	00144	001	10/30/2020		10272011533082	636001408 Payroll Taxes								
						Cash	00018481			3,865.30-	AA				
PN	9205460			10/30/2020	00146	IRS-TAX PAYMENT	54188	386.13-					D		
T7	528145	00146	001	10/30/2020		10272011533083	636001408 Payroll Taxes								
						Cash	00018481			386.13-	AA				
PN	9205460			10/30/2020	00146	IRS-TAX PAYMENT	54188	583.32-					D		
T7	528146	00146	001	10/30/2020		10272011533084	636001408 Payroll Taxes								

..... Document				Date	Co.	Name	Address	Amounts						
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Number Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		583.32-	AA				
PN	9205460			10/30/2020	00510	IRS-TAX PAYMENT	54188	11,455.90-					D	
T7	528147	00510	001	10/30/2020		10272011533085	636001408 Payroll Taxes							
						Cash	00018481		11,455.90-	AA				
PN	9205460			10/30/2020	00510	IRS-TAX PAYMENT	54188	16,371.02-					D	
T7	528148	00510	001	10/30/2020		10272011533086	636001408 Payroll Taxes							
						Cash	00018481		16,371.02-	AA				
PN	9205460			10/30/2020	00511	IRS-TAX PAYMENT	54188	9,394.11-					D	
T7	528149	00511	001	10/30/2020		10272011533087	636001408 Payroll Taxes							
						Cash	00018481		9,394.11-	AA				
PN	9205460			10/30/2020	00511	IRS-TAX PAYMENT	54188	18,127.66-					D	
T7	528150	00511	001	10/30/2020		10272011533088	636001408 Payroll Taxes							
						Cash	00018481		18,127.66-	AA				
PN	9205460			10/30/2020	00740	IRS-TAX PAYMENT	54188	40.72-					D	
T7	528151	00740	001	10/30/2020		10272011533089	636001408 Payroll Taxes							
						Cash	00018481		40.72-	AA				
PN	9205460			10/30/2020	00740	IRS-TAX PAYMENT	54188	143.06-					D	
T7	528153	00740	001	10/30/2020		10272011533090	636001408 Payroll Taxes							
						Cash	00018481		143.06-	AA				
Totals for Bank Account								272,924.68-	272,924.68-					
Totals for Batch								272,924.68-	272,924.68-					
User Total								272,924.68-	272,924.68-					

R5504311

BCC0001

Baldwin County Commission

Manual Payment Journal

10/28/2020 8:42:54

Page - 5

..... 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								272,924.68-	272,924.68-								

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts				G/L Distribution	LT PC PI Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item					Payment Amount Discount Taken						
G/L Bank Account	00018481					Cash	Batch Number	2853588	Type	M	Date	10/27/2020	User ID	DGBRYARS
PN	9205459			10/27/2020	00001	C/O RETIREMENT SYSTEMS OF AL	8889					1,200.00-		D
T7	528030	00001	001	10/30/2020		1027201153301	RSA1 AP PR 102520							
						Cash	00018481					1,200.00-	AA	
PN	9205459			10/27/2020	00105	C/O RETIREMENT SYSTEMS OF AL	8889					20.00-		D
T7	528075	00105	001	10/30/2020		1027201153302	RSA1 AP PR 102520							
						Cash	00018481					20.00-	AA	
PN	9205459			10/27/2020	00120	C/O RETIREMENT SYSTEMS OF AL	8889					90.00-		D
T7	528086	00120	001	10/30/2020		1027201153303	RSA1 AP PR 102520							
						Cash	00018481					90.00-	AA	
PN	9205459			10/27/2020	00140	C/O RETIREMENT SYSTEMS OF AL	8889					215.00-		D
T7	528097	00140	001	10/30/2020		1027201153304	RSA1 AP PR 102520							
						Cash	00018481					215.00-	AA	
PN	9205459			10/27/2020	00143	C/O RETIREMENT SYSTEMS OF AL	8889					25.00-		D
T7	528108	00143	001	10/30/2020		1027201153305	RSA1 AP PR 102520							
						Cash	00018481					25.00-	AA	
PN	9205459			10/27/2020	00146	C/O RETIREMENT SYSTEMS OF AL	8889					25.00-		D
T7	528119	00146	001	10/30/2020		1027201153306	RSA1 AP PR 102520							
						Cash	00018481					25.00-	AA	
PN	9205459			10/27/2020	00510	C/O RETIREMENT SYSTEMS OF AL	8889					10.00-		D
T7	528130	00510	001	10/30/2020		1027201153307	RSA1 AP PR 102520							
						Cash	00018481					10.00-	AA	
PN	9205459			10/27/2020	00511	C/O RETIREMENT SYSTEMS OF AL	8889					50.00-		D
T7	528141	00511	001	10/30/2020		1027201153308	RSA1 AP PR 102520							

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

10/27/2020 18:39:48
Page - 2

..... 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-							

Document				Date	Co.	Name	Address Number	Amounts											
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount				G/L	LT	PC	PI	Subledger /Type	Tax Amount		
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken				Distribution							
G/L Bank Account				00018481		Cash	Batch Number	2853611	Type	M	Date	10/28/2020	User ID	RBENSON					
PN	9205461			10/28/2020	00304	REGIONS BANK CORP TRUST	123781					70,766.28-		D					
PV	528227	00304	001	10/28/2020		10012020; 2020B	2020B WARRANT; OCT 2020												
						Cash	00018481					70,766.28-	AA						
Totals for Bank Account								70,766.28-				70,766.28-							
Totals for Batch								70,766.28-				70,766.28-							
User Total								70,766.28-				70,766.28-							
Grand Total								70,766.28-				70,766.28-							

..... Document				Date	Co.	Name	Address Number Amounts								Tax Amount
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type			
G/L Bank Account	00018481					Cash	Batch Number	2853614	Type	M	Date	10/28/2020	User ID	RBENSON		
PN	9205462			10/28/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	586,716.50-						D		
PV	528228	00001	001	10/28/2020		10282020	PAYROLL; 10/30/20									
						Cash	00018481						586,716.50-	AA		
PN	9205462			10/28/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	351,391.88-						D		
PV	528228	00001	002	10/28/2020		10282020	PAYROLL; 10/30/20									
						Cash	00018481						351,391.88-	AA		
PN	9205462			10/28/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	19,905.83-						D		
PV	528228	00001	003	10/28/2020		10282020	PAYROLL; 10/30/20									
						Cash	00018481						19,905.83-	AA		
PN	9205462			10/28/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	300,759.57-						D		
PV	528228	00001	004	10/28/2020		10282020	PAYROLL; 10/30/20									
						Cash	00018481						300,759.57-	AA		
PN	9205462			10/28/2020	00001	BALDWIN CNTY SHERIFF'S OFFICE	10	160,472.08-						D		
PV	528228	00001	005	10/28/2020		10282020	PAYROLL; 10/30/20									
						Cash	00018481						160,472.08-	AA		
PN	9205462			10/28/2020	00708	BALDWIN CNTY SHERIFF'S OFFICE	10	12,034.45-						D		
PV	528228	00001	006	10/28/2020		10282020	PAYROLL; 10/30/20									
						Cash	00018481						12,034.45-	AA		
Totals for Bank Account								1,431,280.31-					1,431,280.31-			
Totals for Batch								1,431,280.31-					1,431,280.31-			
User Total								1,431,280.31-					1,431,280.31-			

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

10/28/2020 10:46:08
Page - 2

..... Document				Date	Co.	Name	Address Number	..... Amounts									
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger	/Type	Tax Amount		
Grand Total								1,431,280.31-	1,431,280.31-								

..... 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		User ID						
G/L Bank Account				00018481		Cash	Batch Number	2853632	Type	M	Date	10/30/2020	User ID	189171			
PN	9205464			10/30/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					215.00-				D	
PV	528232	00790	001	10/30/2020		42257 998 10232020	BCSO WEEKLY CLAIMS 10/19-10/23										
						Cash	00018481					215.00-		AA			
PN	9205464			10/30/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					1,583.80-				D	
PV	528232	00790	002	10/30/2020		42257 998 10232020	BCSO WEEKLY CLAIMS 10/19-10/23										
						Cash	00018481					1,583.80-		AA			
PN	9205464			10/30/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					215.86-				D	
PV	528232	00790	003	10/30/2020		42257 998 10232020	BCSO WEEKLY CLAIMS 10/19-10/23										
						Cash	00018481					215.86-		AA			
PN	9205464			10/30/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					38,185.22-				D	
PV	528232	00790	004	10/30/2020		42257 998 10232020	BCSO WEEKLY CLAIMS 10/19-10/23										
						Cash	00018481					38,185.22-		AA			
PN	9205464			10/30/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					2,062.64-				D	
PV	528232	00790	005	10/30/2020		42257 998 10232020	BCSO WEEKLY CLAIMS 10/19-10/23										
						Cash	00018481					2,062.64-		AA			
PN	9205464			10/30/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					859.49-				D	
PV	528232	00790	006	10/30/2020		42257 998 10232020	BCSO WEEKLY CLAIMS 10/19-10/23										
						Cash	00018481					859.49-		AA			
Totals for Bank Account										43,122.01-		43,122.01-					
Totals for Batch										43,122.01-		43,122.01-					
User Total										43,122.01-		43,122.01-					

..... 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					
Grand Total								43,122.01-	43,122.01-					

..... Supplier .....			..... Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
87556	LARRY PUCKETT CHEVROLET GEO 800 2399866		00001	28,350.60			28,350.60
	General Fund		00001	28,350.60			28,350.60
	Grand Total(s)		00001	28,350.60			28,350.60

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
10009	ALABAMA POWER CO ***		00001	43,663.85			43,663.85
14397	AT&T MOBILITY (WIRELESS) **		00001	212.12			212.12
19003	NORTH BALDWIN UTILITIES		00001	2,131.03			2,131.03
19031	ROBERTSDALE, CITY OF (UTILITIE		00001	28,257.77			28,257.77
51003	RIVIERA UTILITIES		00001	164.48			164.48
54017	AT&T (BELLSOUTH)*		00001	5,872.50			5,872.50
63589	AT&T (BELLSOUTH)**		00001	625.80			625.80
152240	VERIZON WIRELESS **		00001	44,387.15	100.00-		44,487.15
160750	REVENUE COMMISSION-TEDDY FAUST		00001	200.00			200.00
185453	CHRISTIE STRATEGY GROUP		00001	21,000.00			21,000.00
	General Fund		00001	146,514.70	100.00-		146,614.70
10009	ALABAMA POWER CO ***		00104	234.17			234.17
19003	NORTH BALDWIN UTILITIES		00104	85.26			85.26
152240	VERIZON WIRELESS **		00104	211.38			211.38
	Legislative Del Off Fund		00104	530.81			530.81
10009	ALABAMA POWER CO ***		00105	1,752.35			1,752.35
14397	AT&T MOBILITY (WIRELESS) **		00105	77.60			77.60
19003	NORTH BALDWIN UTILITIES		00105	643.46			643.46
152240	VERIZON WIRELESS **		00105	162.44			162.44
	Juvenile Detention Fac Fund		00105	2,635.85			2,635.85
10009	ALABAMA POWER CO ***		00106	15.49			15.49
152240	VERIZON WIRELESS **		00106	86.22			86.22
	Baldwin Co Archives Fund		00106	101.71			101.71
97691	BALDWIN COUNTY SEWER SERVICE L		00109	508.94			508.94
152240	VERIZON WIRELESS **		00109	673.38			673.38
	Animal Shelter		00109	1,182.32			1,182.32
10009	ALABAMA POWER CO ***		00111	1,726.47			1,726.47
14005	BALDWIN EMC	251 9890118	00111	57.00			57.00
14397	AT&T MOBILITY (WIRELESS) **		00111	95.18			95.18
19003	NORTH BALDWIN UTILITIES		00111	1,033.30			1,033.30
51003	RIVIERA UTILITIES		00111	128.95			128.95
54017	AT&T (BELLSOUTH)*		00111	1,894.59			1,894.59
97691	BALDWIN COUNTY SEWER SERVICE L		00111	228.90			228.90
152240	VERIZON WIRELESS **		00111	3,301.03			3,301.03
	7 Cent Gasoline Tax Fund		00111	8,465.42			8,465.42
152240	VERIZON WIRELESS **		00120	1,499.57			1,499.57
	Reappraisal Fund		00120	1,499.57			1,499.57
54017	AT&T (BELLSOUTH)*		00140	653.55			653.55
57069	LOXLEY, TOWN OF (UTILITIES)		00140	27.56			27.56
152240	VERIZON WIRELESS **		00140	166.84			166.84

Supplier			Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
	Council on Aging Fund		00140	847.95			847.95
10009	ALABAMA POWER CO ***		00143	140.74			140.74
19031	ROBERTSDALE, CITY OF (UTILITIE		00143	744.00			744.00
152240	VERIZON WIRELESS **		00143	2,124.59			2,124.59
	Section 18 Fund		00143	3,009.33			3,009.33
10009	ALABAMA POWER CO ***		00144	295.80			295.80
48197	PERDIDO BAY WATER, SEWER, FIRE 251	9875816	00144	18.72			18.72
51003	RIVIERA UTILITIES		00144	241.17			241.17
97691	BALDWIN COUNTY SEWER SERVICE L		00144	114.45			114.45
152240	VERIZON WIRELESS **		00144	374.89			374.89
	Parks Fund		00144	1,045.03			1,045.03
152240	VERIZON WIRELESS **		00146	231.21			231.21
	Eastern Shore Metro Planning O		00146	231.21			231.21
10224	AL STATE DEPT OF ENVIRONMENTAL251	4792593FAX	00510	4,380.00			4,380.00
14005	BALDWIN EMC	251 9890118	00510	326.00			326.00
19003	NORTH BALDWIN UTILITIES		00510	628.54			628.54
57069	LOXLEY, TOWN OF (UTILITIES)		00510	67.75			67.75
97691	BALDWIN COUNTY SEWER SERVICE L		00510	655.00			655.00
152240	VERIZON WIRELESS **		00510	1,225.63			1,225.63
	Solid Waste Fund		00510	7,282.92			7,282.92
152240	VERIZON WIRELESS **		00511	4,478.26			4,478.26
192914	MARTIN, DAVID W (R)		00511	130.00			130.00
	Solid Waste Collection Fund		00511	4,608.26			4,608.26
10009	ALABAMA POWER CO ***		00708	596.01			596.01
19031	ROBERTSDALE, CITY OF (UTILITIE		00708	944.23			944.23
152240	VERIZON WIRELESS **		00708	1,106.81			1,106.81
	Community Corrections		00708	2,647.05			2,647.05
187158	CANOPY INVESTMENT COMPANY LLC		00725	644.86	644.86		
188788	BRANT, SUE		00725	153.82	153.82		
192220	HAYNES, JOSHUA BYRON		00725	2,931.33	2,931.33		
192230	SIMS, BRIAN E		00725	1,134.15	1,134.15		
192256	FINLEY PROPERTIES, LLC		00725	224.63	224.63		
192296	NUVIEW IRA FBO DOUGLAS GALE		00725	468.36	468.36		
192302	RINES, RODNEY		00725	99.22	99.22		
192858	VERNEY, JR WALTER C.		00725	230.00	230.00		
	Land Redemption Fund		00725	5,886.37	5,886.37		
19031	ROBERTSDALE, CITY OF (UTILITIE		00790	147.00			147.00
	Self Insurance Trust		00790	147.00			147.00
	Grand Total(s)		00790	186,635.50	5,786.37		180,849.13

..... 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		1,169.60-	AA				
PN	9205466			11/5/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	257.00-				D		
PV	528498	00790	003	11/5/2020		42257 999 10302020	BCC WEEKLY CLAIMS 10/26-10/30							
						Cash	00018481		257.00-	AA				
PN	9205466			11/5/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	285.89-				D		
PV	528498	00790	004	11/5/2020		42257 999 10302020	BCC WEEKLY CLAIMS 10/26-10/30							
						Cash	00018481		285.89-	AA				
PN	9205466			11/5/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	91,489.59-				D		
PV	528498	00790	005	11/5/2020		42257 999 10302020	BCC WEEKLY CLAIMS 10/26-10/30							
						Cash	00018481		91,489.59-	AA				
PN	9205466			11/5/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	7,671.78-				D		
PV	528498	00790	006	11/5/2020		42257 999 10302020	BCC WEEKLY CLAIMS 10/26-10/30							
						Cash	00018481		7,671.78-	AA				
PN	9205466			11/5/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	1,328.47-				D		
PV	528498	00790	007	11/5/2020		42257 999 10302020	BCC WEEKLY CLAIMS 10/26-10/30							
						Cash	00018481		1,328.47-	AA				
Totals for Bank Account								252,243.09-	149,084.96-					
Totals for Batch								252,243.09-	149,084.96-					
User Total								252,243.09-	149,084.96-					
Grand Total								252,243.09-	149,084.96-					

R5504311
BCC0001

Baldwin County Commission
Manual Payment Journal

11/5/2020 11:57:37
Page - 1

..... 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	2853747	Type	M	Date	11/5/2020			189171	
PN	9205467			11/5/2020	00790	BLUE CROSS & BLUE SHIELD OF AL	14125					21,096.41-			D	
PV	528499	00790	001	11/5/2020		42257-998 11012020	BCC MONTHLY FEES 11/1-12/1/20									
						Cash	00018481					21,096.41-			AA	
Totals for Bank Account								21,096.41-				21,096.41-				
Totals for Batch								21,096.41-				21,096.41-				
User Total								21,096.41-				21,096.41-				
Grand Total								21,096.41-				21,096.41-				



Baldwin County Commission

Agenda Action Form

File #: 21-0126, **Version:** 1

Item #: FA1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: New

From: Wayne A. Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Revision of Baldwin County Commission Policy #2.23 - Reservation of Live Oak Landing and Bicentennial Park Facilities

STAFF RECOMMENDATION

DISCUSSION ITEM - The County Administrator will discuss the proposed policy revision.

Proposed action to be taken:

Adopt the revised Baldwin County Commission Policy #2.23 - Reservation of Live Oak Landing and Bicentennial Park Facilities and incorporate the revised policy into the Baldwin County Policies and Procedures Book.

BACKGROUND INFORMATION

Previous Commission action/date: June 18, 2019 - Last revision to Policy #2.23

Background: At this time, staff would like to propose a revision to the policy to reflect the change in the management of the Live Oak Landing Park facilities and the RV Park/Camping at the park. The Live Oak Landing Park Management Team will take over processing reservations for Live Oak Landing facilities (pavilion, park, fishing tournaments, RV and primitive camping).

The County will take over the management of the park on December 21, 2020.

NOTE: Policy changes will be effective **TBD** in order for CIS staff to make the necessary changes on the county website and online fillable forms and for personnel to be hired, in place and trained.

The reservations for the Bicentennial Park will remain under the Archives and History Department. Staff at the Archives and History Department coordinate tours of the park, educational trips by schools, and other events at the park and its facilities.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration and CIS

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration - Update Policy Book, hiring of staff at park.
CIS - Online reservations website.

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION

POLICY #2.23	
Subject	Reservation of Live Oak Landing and Bicentennial Park Facilities
Date Adopted	June 18, 2019
Agenda Item	BA6
Obsolete Versions	November 18, 2014 – Agenda Item GA1 July 21, 2015 – Agenda Item GB1 July 5, 2016 – Agenda Item GA1 October 17, 2017 – Agenda Item BG1 May 21, 2019 – Agenda Item BA3

POLICY STATEMENT

This policy outlines the procedures for the reservation and use of the following County owned facilities/properties by the public:

Bicentennial Park - Pavilion, Historic Montpelier Methodist Church or other facilities/grounds.

Live Oak Landing - Boat Launch, Pavilion or other facilities/grounds ~~excluding~~ including the RV Park and campgrounds, and retail/rental stores, ~~and the sale of daily boat launch fees/annual boat launch passes, which will be the responsibility of Tenant.~~

PROCEDURAL REQUIREMENT

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

BICENTENNIAL PARK

When an individual or a group/organization wishes to reserve **Bicentennial Park** - Pavilion, Historic Montpelier Methodist Church or other facilities/grounds, a Park Facility Reservation

Request and Indemnification and Usage Requirements Form must be filled out by the requestor(s) and submitted to the **Archives and History Department** [through the online reservation system](#). [Request will be routed through the Archives and History Departmental for approval and follow up with the requestor. When appropriate, the Archives and History Department will coordinate with Parks Department for event oversight and management.](#)

LIVE OAK LANDING

When an individual or a group/organization wishes to reserve **Live Oak Landing** - Boat Launch, Pavilion or other facilities/grounds ~~excluding the RV Park and campgrounds, retail/rental store, and the sale of daily boat launch fees/annual boat launch passes~~, a Park Facility Reservation Request and Indemnification and Usage Requirements Form must be filled out by the requestor(s) and submitted to the ~~Administration Department~~ **Parks Department** [through the online reservation system](#).

[The online reservation system will allow the public to tentatively schedule events at Bicentennial Park and Live Oak Landing. Each event must be approved by the Parks Department Director and/or Park Manager, then moved from tentative to confirmed and the fee processed. Once the reservation is approved and the fee processed, the reservation becomes confirmed and active.](#)

~~Depending on the reservation, the appropriate County department listed above will follow the procedures listed below:~~

- ~~1. When a Park Facility Reservation Request and Indemnification and Usage Requirements Form is received, staff reviews the request and verifies availability of the facility/facilities requested.~~
- ~~2. Staff informs the requestor(s) by email if the facility requested is available/unavailable. If available, the verified request form, including an Indemnification and Usage Requirements Form will be emailed to the requestor(s). In order for the reservation to be completed and confirmation sent to the requestor(s), the requestor(s) must execute the Park Facility Reservation Request and Indemnification and Usage Requirements Form and submit the form and usage fee, if applicable, to the appropriate County Department processing the request. Reservations are processed on a first come/first serve basis as completed forms and payment, if applicable, are received.~~
- ~~3. Staff will inform the Parks Department Supervisor, and Live Oak Landing Tenant (Live Oak Landing reservations only) by email of the reservations before the events.~~

The following facility usage and boat launch fees at the Live Oak Landing and Bicentennial Park are set by the Baldwin County Commission.

Baldwin County Commission - Fee Schedule for Live Oak Landing and Bicentennial Park			
Location	Public Use	Non-Profit Use	For Profit Use

Live Oak Landing – Entire Park	\$1,000.00	\$500.00	\$1,500.00
Live Oak Landing – Pavilion	\$75.00	\$50.00	\$100.00
Live Oak Landing— *Annual Boat Launch Pass	\$75.00	\$75.00	\$75.00
	*Annual and Daily Boat Launch Pass usage fees, with the exclusion of tournament fees, are waived for Veterans and Active Duty members of the United States Armed Forces, upon determination of Veteran or Active Duty service member status.		
Live Oak Landing— *Daily Boat Launch Pass Daily Tournament Boat Launch Pass	\$5.00 per boat	\$5.00 per boat	\$5.00 per boat
	*Annual and Daily Boat Launch Pass usage fees, with the exclusion of tournament fees, are waived for Veterans and Active Duty members of the United States Armed Forces, upon determination of Veteran or Active Duty service member status.		
Bicentennial Park – Entire Park	\$1,000.00	\$500.00	\$1,500.00
Bicentennial Park – Group Tours	\$5.00 per person		
Bicentennial Park – Pavilion	\$75.00	\$50.00	\$100.00
Bicentennial Park – Church	\$500.00 (Usage Fee) including \$200 Refundable Security Deposit	\$300.00 (Usage Fee) including \$200 Refundable Security Deposit	\$ 800.00 (Usage Fee) including \$200 Refundable Security Deposit
Live Oak Landing Recreational Vehicle Campground Rental Rates	\$40 per night	\$200 per week	\$625 per month *Monthly stays are limited to a maximum of 90 days in a calendar year
Live Oak Landing Fishing Tournaments and facility use	\$300 per tournament and \$5 per boat		

County Staff Present During	Public Event	Non-Profit	For Profit	This rate does not cover the presence of Sheriff's deputies at an event, only county employees assisting at request of event organizer.
2 County Employees	\$1,000.00	\$500.00	\$1,000.00	

A fee schedule was initially approved by the Baldwin County Commission on October 2, 2012 (Item HC1); revised on July 21, 2015 (Item GB1); revised on July 5, 2016 (Item GA1); revised on May 21, 2019 (Item BA3). The Baldwin County Commission reserves the right to adjust the fees at its discretion.

Fishing Tournaments at Live Oak Landing – Collection of Boat Launch Fees

In addition to the Fishing Tournament Fee, the tournament organizer will collect the per boat fee. All tournament boat launch fees collected by the ~~requestor(s)~~ [tournament organizer](#)

must be submitted to the ~~Tenant~~ Baldwin County ~~by the end of the tournament event or by the next~~
within 2 business day following the tournament.

~~The annual boat launch passes can be purchased from the Tenant at the Live Oak Landing
retail/rental store during its normal business hours.~~

~~All boat launch fees collected by the Tenant for daily passes and annual passes will be submitted
by the Tenant to the Baldwin County Finance and Accounting Department according to the
Lease Agreement for Store and Management Agreement for Campground Located at Live Oak
Landing, between the Tenant and the Baldwin County Commission.~~

Guidelines and Responsibilities of the Requestor(s)

Regardless of a reservation made, the public is allowed to use the above properties during
the hours the properties are open to the public.

Setting up prior to a function and clean up after shall be the responsibility of the user.

FORMS/ATTACHMENTS/EXHIBITS

1. Park Facility Reservation Request and Indemnification and Usage Requirements Form



Baldwin County Commission

Agenda Action Form

File #: 21-0194, **Version:** 1

Item #: HA1

Meeting Type: BCC Regular Meeting

Meeting Date: 11/17/2020

Item Status: Addendum

From: Wayne Dyess, County Administrator

Submitted by: Michelle Howard, Commission Executive Assistant

ITEM TITLE

Presentation - Baldwin County Dream Center

STAFF RECOMMENDATION

Pastor Joe Aldrete, Senior Chaplain of the Baldwin County Sheriff's Office, wishes to give a presentation on the Baldwin County Dream Center.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Dream Center is a 501c3 in Alabama. This program is for 13 to 19 year old juveniles. The Dream Center incorporates school services, community partnerships, and community resources in Baldwin County. The mission is to help positively impact and eliminate socioeconomic barriers that prevent students and their families from achieving success in academics and the community.

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