

Baldwin County Commission



Work Session Meeting Agenda

Monday, April 5, 2021

8:30 AM

Baldwin County Fairhope Satellite Courthouse
County Commission Meeting Chambers – 2nd Floor
1100 Fairhope Avenue
Fairhope, Alabama 36532

Regular Meeting Agenda

Tuesday, April 6, 2021

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

March 16, 2021, Regular Meeting
March 25, 2021, Special Meeting

B ACTION ITEMS

BA ADMINISTRATION

- | | | |
|------------|--|--------------------------------|
| BA1 | Absentee Election Duties Related to the Baldwin County Planning (Zoning) District 11 Zoning Election on May 4, 2021 | <u>21-0677</u> |
| BA2 | Alabama State Veterans Memorial Cemetery at Spanish Fort - 2021 Memorial Day Ceremony | <u>21-0683</u> |
| BA3 | City of Robertsdale - Annexation Notification | <u>21-0681</u> |
| BA4 | Community Project Funding Request to House Committee on Appropriations | <u>21-0710</u> |
| BA5 | Recommendations for County Facilities Pursuant to Governor's Order Dated March 23, 2021 (Active on April 9, 2021) - Covid Restrictions | <u>21-0706</u> |
| BA6 | Revision of County Take Home Vehicle List - April 2021 | <u>21-0715</u> |
| BA7 | Termination of Memorandum of Agreement with Christie Strategy Group for Consulting and Advisory Services | <u>21-0658</u> |

BC ARCHIVES AND HISTORY

BC1 Historic Painting Blakeley State Park Authority - The Battle of Fort Blakeley entitled "The Last Stand for Mobile" - License Agreement [21-0674](#)

BE BUDGET/PURCHASING

BE1 Competitive Bid #WG20-23 - Provision of On-site Crushing of Concrete at Various Baldwin County Locations for the Baldwin County Commission [21-0697](#)

BE2 Competitive Bid #WG21-04D - Provision of Bag Ice for the Baldwin County Commission [21-0703](#)

BE3 Competitive Bid #WG21-13A - Provision of CRS-2 Emulsified Asphalt Material for the Baldwin County Commission [21-0657](#)

BE4 Competitive Bid #WG21-14 - Purchase and Installation of Chiller Controls at the Central Annex II Building for the Baldwin County Commission [21-0680](#)

BE5 Competitive Bid #WG21-15 - Repairs to the Covered Area Roof of the Existing Baldwin County Household Waste Collection Facility located in Summerdale, Alabama for the Baldwin County Commission [21-0676](#)

BE6 Competitive Bid #WG21-16 - Provision of Erosion Control Materials for the Baldwin County Commission [21-0675](#)

BE7 Competitive Bid #WG21-21 - Pre-event Debris Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County for the Baldwin County Commission [21-0719](#)

BE8 Competitive Bid #WG21-22 - Re-roofing of the Mills Creek Training Facility Located in Stapleton, Alabama for the Baldwin County Commission [21-0696](#)

BE9 Competitive Bid #WG21-23 - Provision of Ready-mix Concrete for the Baldwin County Commission [21-0699](#)

BE10 Competitive Bid #WG21-24 - Provision of Mower Blades for the Baldwin County Commission [21-0700](#)

BE11 Construction of the Baldwin County Highway Maintenance Facility (Area 100) Located in Bay Minette, Alabama for the Baldwin County Commission [21-0688](#)

BE12 Contract for Geographic Information Systems (GIS) Support Services for the Baldwin County Communications and Information Systems (CIS) Department [21-0692](#)

BE13 Contract for Professional Services for Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection [21-0716](#)

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- | | | |
|-------------|--|--------------------------------|
| BE14 | Quotes for Roof Repairs to the Baldwin County Household Waste Collection Facility Located in Summerdale, Alabama for the Baldwin County Commission | <u>21-0679</u> |
| BE15 | Request for Proposals (RFP) for the Development of a Master Plan for Baldwin County Commission | <u>21-0707</u> |
| BE16 | Request of Proposals (RFP) for Unify Telecommunications Maintenance and Support Services for the Baldwin County Commission | <u>21-0698</u> |
| BE17 | Resolution #2021-067 - Selection of Underwriter for Series 2021 Public Building Authority Jail Additional Warrants | <u>21-0741</u> |
| BH | COMMUNICATIONS/INFORMATION SYSTEMS (CIS) | |
| BH1 | Sale of Surplus Equipment on GovDeals.com by the Communications and Information Systems (CIS) Department | <u>21-0646</u> |
| BH2 | Tyler Technologies - Amendment to License and Services Agreement | <u>21-0694</u> |
| BJ | ELECTED OFFICIALS | |
| BJ1 | Spartan Services Group - Consulting Agreement for Screening Services for Public Safety Personnel | <u>21-0740</u> |
| BJ2 | Transfer and Sale of Vehicles from the Baldwin County Sheriff's Office | <u>21-0739</u> |
| BL | ENVIRONMENTAL MANAGEMENT | |
| BL1 | Baldwin County Solid Waste Uncollectible Residential Accounts | <u>21-0744</u> |
| BM | FINANCE AND ACCOUNTING | |
| BM1 | Amendment of Baldwin County Commission Policy #8.1 - Authority to Pay the Bills and Issue Checks | <u>21-0742</u> |
| BM2 | County Levies for Alcohol Licenses | <u>21-0743</u> |
| BN | HIGHWAY | |
| BN1 | Emergency Watershed Protection (EWP) Program - Fiscal Year 2021 Project Application - Red Gully and Turberville Lane Drainage Repairs | <u>21-0708</u> |
| BN2 | Fiscal Year 2021 Resurfacing Projects - Group 2 - Request for Permission to Advertise | <u>21-0693</u> |
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|------------|---|--------------------------------|
| BN3 | Resolution #2021-065 - High Risk Rural Road Program (HRRR) Construction Agreement with the Alabama Department of Transportation (ALDOT) for the Installation of Enhanced Curve Markers and Edge Rumble Strips | <u>21-0720</u> |
| BN4 | Resolution #2021-066 - Proposed Changes to the Urban Area Designation Criteria | <u>21-0732</u> |
| BQ | PERSONNEL | |
| BQ1 | Baldwin Regional Area Transportation System - Employment of One (1) Accounting Manager Position | <u>21-0723</u> |
| BQ2 | Probate Office - Employment of One (1) License Revenue Officer I Position | <u>21-0726</u> |
| BQ3 | Revenue Commission - Employment of One (1) Collections Support Technician I Position | <u>21-0737</u> |
| BQ4 | Animal Shelter - Position Changes | <u>21-0736</u> |
| BQ5 | Finance and Accounting Department - Personnel Changes | <u>21-0733</u> |
| BQ6 | Highway Department (Subdivision) - Promotion of Employee | <u>21-0734</u> |
| BQ7 | Sales, Use, and License Tax Department - Position Changes | <u>21-0724</u> |
| BQ8 | Solid Waste Department - Position Changes | <u>21-0738</u> |
| BQ9 | Communications and Information Systems Department - Title Change for Software Developer II Position | <u>21-0727</u> |
| BR | PLANNING AND ZONING | |
| BR1 | Baldwin County Commission Board of Adjustment Number 1 - Board Appointment(s) | <u>21-0728</u> |
| BR2 | Baldwin County Commission Board of Adjustment Number 2 - Board Appointment(s) | <u>21-0730</u> |
| BR3 | Former Baldwin County Commission District Number 1 Planning (Zoning) District Board of Adjustment - Acceptance of Resignation | <u>21-0731</u> |
| BR4 | Baldwin County Planning and Zoning Commission - Board Appointment(s) | <u>21-0717</u> |
| BR5 | Planning (Zoning) District 11 Election - Making Judge of Probate Order Part of the Record | <u>21-0673</u> |

C PRESENTATIONS

CA GENERAL

- CA1** Proclamation - Child Abuse Prevention and Awareness Month and Sexual Assault Prevention and Awareness Month - April 2021 [21-0653](#)
- CA2** Proclamation - Confederate History Month - April 2021 [21-0614](#)
- CA3** Proclamation - National Library Week - April 4 - 10, 2021 [21-0645](#)
- CA4** Proclamations - National Telecommunicators/Communications Officers Week, National Correctional Officers Week and National Law Enforcement Officers Memorial Week [21-0630](#)
- CA5** Employees of the Quarter for 1st Quarter 2021 [21-0725](#)

D PUBLIC HEARINGS

DN HIGHWAY

- DN1** *Case No. VAC-20-3 - Vacation of a Portion of a 60' Unopened, Unimproved Right-of-Way off Koier Road [21-0721](#)
- DN2** *Case No. VAC-21-1 - Vacation of a 20' Unopened, Unimproved Right-of-Way East of Lawrence Road [21-0722](#)

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

- EA1** Payment of Bills [21-0691](#)
- EA2** Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [21-0690](#)

F DISCUSSION ITEMS

FJ ELECTED OFFICIALS

- FJ1** Baldwin County Coroner Advisory Committee [21-0714](#)

FK EMERGENCY MANAGEMENT AGENCY (EMA)

- FK1** Emergency Management Executive Stakeholder Meeting - Emergency Support Function Partners [21-0746](#)

FN HIGHWAY

FN1 Town of Toxey, Alabama - Maintenance Vehicle Purchase Request [21-0729](#)

FQ PERSONNEL

FQ1 Personnel Department - Voluntary Emergency Paid Sick Leave due to American Rescue Plan Act Law [21-0735](#)

FR PLANNING AND ZONING

FR1 Town of Elberta - Termination of Planning Jurisdiction Agreement [21-0702](#)

G COMMISSIONER REQUESTS

H ADDENDA

HA1 Request for Proposals (RFP) for Additional Line of Credit Associated with Hurricane Sally Repairs [21-0687](#)

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 #: 21-0677, **Version:** 1

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Absentee Election Duties Related to the Baldwin County Planning (Zoning) District 11 Zoning Election on May 4, 2021

STAFF RECOMMENDATION

Related to the Baldwin County Planning (Zoning) District 11 Zoning Election on May 4, 2021, 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 May 4, 2021, Baldwin County Planning (Zoning) District 11 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 (\$50.00) per day or the same pay as an inspector as authorized under Section 17-8-12.

PREVIOUS ACTION BY BCC ON PD 11 ZONING REFERENDUM:

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 11.

08/04/2020, BCC Regular Meeting - Approve the boundaries for the proposed Planning District to be known as Planning (Zoning) District 11.

01/05/2021, BCC Regular Meeting - Adopt Resolution #2021-039, which rejects the petition for an election that was accepted by the Baldwin County Planning and Zoning Department staff on December 1, 2020, regarding Planning (Zoning) District 11 as said petition does not have the required and minimum amount of petitioners equaling ten percent of the qualified electors (registered voters) of Planning (Zoning) District 11 as required by Section 8 of Act No. 91-719, as amended.

03/02/2021, BCC Regular Meeting - Pursuant to Alabama Code §45-2-261.07, take the following actions: 1) Make part of the record the Commission's prior determination that it is not feasible to utilize the Voting Precinct 36 boundary as the Planning (Zoning) District 11 boundary; and 2) Adopt Resolution #2021-056 which certifies the accuracy of the petition for the proposed Planning (Zoning) District 11; and 3) Instruct the Judge of Probate to provide a Zoning Election for Planning (Zoning) District 11, to be held no later than May 31, 2021.

On March 10, 2021, the Judge of Probate issued an Order for the election to be held on May 4, 2021.

FINANCIAL IMPACT

Total cost of recommendation: \$6,900.00 +/- \$150.00 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, Finance/Accounting

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

Administration - correspondence (via email only) to:

Jody L. Wise, Absentee Election Manager

cc:

Probate Judge Harry D'Olive, Jr.

Violetta Smith, Elections Coordinator

Sheriff Huey Hoss Mack

Matthew Brown, Interim Planning Director

Cian Harrison, Clerk Treasurer

Eva Cutsinger, Chief Accountant

Christie Davis, Accounting Manager

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

4 Relating to Baldwin County; amending Act No. 92-670,
5 1992 Second Special Session (Acts 1992, p. 50), providing for
6 the compensation of poll workers, to further provide for the
7 compensation.

8

9 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

10

11 Section 1. Section 1 of Act No. 92-670, 1992 Second
12 Special Session (Acts 1992, p. 50), is amended to read as
13 follows:

14

15 "Section 1. In Baldwin County, each poll worker
16 shall receive compensation payable out of the general fund of
17 the county as set by the county commission from time to time.
18 The compensation shall be in lieu of any and all prior or
subsequent compensation provided by local law."

19

20 Section 2. This act shall become effective
21 immediately following its passage and approval by the
22 Governor, or its otherwise becoming law.

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Ray. / Huie

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

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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 #: 21-0683, **Version:** 1

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Ronald J. Cink, Budget Director

Submitted by: Keri E. Green, Administrative Support Specialist

ITEM TITLE

Alabama State Veterans Memorial Cemetery at Spanish Fort - 2021 Memorial Day Ceremony

STAFF RECOMMENDATION

Related to the Alabama State Veterans Cemetery at Spanish Fort Foundation's Memorial Day Service at the Alabama State Veterans Memorial Cemetery at Spanish Fort on Monday, May 31, 2021, take the following actions:

- 1) Make a determination that public purposes are served by and through the Baldwin County Commission expending County public funds and/or other County public assistance/in kind assistance to aid with the Memorial Day Service event including, but not limited to, the provision of Baldwin Regional Area Transit System (BRATS) public transportation, 200 chairs, tent, portable PA system, podium/guest registration stand, stage and stage skirting for use by the public, said public purposes include the promotion of veterans and all branches of the United States Armed Services on their contributions and sacrifices, at a permanent public memorial cemetery, as well as civic purposes and recreational purposes benefiting the general public; and
- 2) Authorize the provision of Baldwin Regional Area Transit System (BRATS) public transportation and the provision of chairs, a portable PA system, stage and stage skirting, and podium for use by the public as paid from the County Administration Budget.

BACKGROUND INFORMATION

Previous Commission action/date: April 2, 2019 - Approved 2019 Memorial Day provisions for Alabama State Veterans Memorial Cemetery at Spanish Fort - Memorial Day Ceremony.

Background: This agenda item allows for the Baldwin County Commission to make the appropriate public purpose determination to aid in the aforesaid endeavor and provide county public funds or other assistance to aid the State Veterans Memorial Cemetery at Spanish Fort, if necessary.

See attached quotes.

FINANCIAL IMPACT

Total cost of recommendation: The total cost is \$1,713.00 to be broken down as follows:

A Grand Affair will provide 200 chairs, a 40x60 pole tent installed on the lawn, portable PA system, podium, stage and stage skirting at a total cost of \$1,500.00.

Baldwin Regional Area Transit System (BRATS) will provide transportation for four (4) hours, including commute time, for a total cost of \$213.00 (to be donated by Baldwin County BRATS Department and not reimbursed by another County Department).

Budget line item(s) to be used:

10051125.51500 - A Grand Affair

14351935.51130 - BRATS

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:

Notify Alabama State Veterans Memorial Cemetery staff after Commission approval.

Joe Buschell, Assistant Cemetery Director

Alabama State Veterans Memorial Cemetery
34904 State Highway 225
Spanish Fort, Alabama 36527
joseph.buschell@va.alabama.gov

Notify Matthew Brown with BRATS after Commission approval.

Victoria Key - If approved, generate a requisition in the amount of \$1,500.00 to A Grand Affair. Send the purchase order by email to A Grand Affair and copy Keri Green. A Grand Affair will send paperwork after receiving purchase order. Fill out paperwork and return to A Grand Affair.

Shana Gauci
Grand Affair Party Rental
251-943-8188
agrandaffairpartyrental@gmail.com

Keri Green to follow up with A Grand Affair and Joe Buschell before Memorial Day and all follow up implementation after Memorial Day event.

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

Additional instructions/notes: N/A



Alabama State Veterans Memorial Cemetery

34904 State Highway 225 ● Spanish Fort, AL, 36527

Phone (251)-626-7183 Facsimile (251)-626-9204

Baldwin County Commissioners,

One year ago, the Alabama State Veterans Memorial Cemetery in Spanish Fort, along with all of Baldwin County were under major COVID-19 restrictions. Therefore, the Memorial Day Program and festivities held annually at the State Veterans Cemetery were canceled for public safety and to help stop the spread of the pandemic.

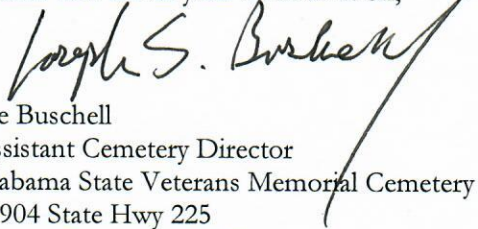
Recent decreases in COVID-19 contraction numbers, and the increased distribution of the COVID-19 vaccines along with the expected reduction in State and Federal restrictions leads us at the State Veterans Cemetery along with the Cemetery Foundation Board to consider a return of this important public program. Our cautious planning and consideration will exemplify the restrictions set in place by State and Federal guidelines for the event to be held on May 31, 2021. Including the possibility of another cancelation, if it appears to be necessary as we get closer to that date.

The annual Memorial Day Commemoration is an important day of remembrance and celebration of our Veterans and their families' sacrifices. The many sacrifices endured while serving our Great Nation. We expect there will be a formal program followed by the placement of an American flag at every gravesite by our local scouts, volunteers, and surviving relatives in an act of remembrance.

Every year of this solemn community remembrance, the Baldwin County Commission has generously offered a tent, 200 chairs, a stage, podium, and PA system. Along with a BRATT bus transportation from the neighboring Church Parking lot, to the Cemetery. This for the physically disabled participants. Although the changing landscape of the pandemic and restrictions cannot be predicted this far away from our ceremony, only a reduction in the needed support would be expected from any COVID-19 alterations of our plans.

With my personal gratitude and appreciation of the Commissions history of support, I respectfully request your consideration to continue the support this significant public celebration for our community.

Thank You for all your consideration,


Joe Buschell
Assistant Cemetery Director
Alabama State Veterans Memorial Cemetery
34904 State Hwy 225
Spanish Fort, AL. 36527
Phone (251)-626-7183
Facsimile (251)-626-9204
joseph.buschell@va.alabama.gov

A GRAND AFFAIR
PARTY RENTAL CENTER
(251)943-8188
www.agrandaffairpartyrental.com
agrandaffairpartyrental@gmail.com

EQUIPMENT/ JOB QUOTE

**QUOTE
EXPIRES**

QUOTED BY : SHANA GAUCI

DAY / DATE : TUESDAY, 3-16-21

N/A

MEMORIAL DAY CEREMONY

MONDAY, 5-31-21

EVENT TITLE

EVENT DATE(S)

AL. STATE VETERANS MEMORIAL
CEMETARY - SPANISH FORT

EVENT LOCATION

TO : BALDWIN COUNTY COMMISSION
KERI GREEN

PHONE : 251-972-8555

EMAIL : KEGREEN@baldwincountyal.gov

***** NOTE *****

THIS QUOTE DOES NOT CONSTITUTE A
RENTAL AGREEMENT/CONTRACT
BETWEEN EITHER PARTY. NO RENTAL
ITEM MAY BE RESERVED BASED ON SAID
QUOTE. MAKE YOUR DECISION PROMPTLY
& VERIFY EQUIPMENT AVAILABILITY. A
SIGNED/DATED RENTAL
AGREEMENT/CONTRACT & RESERVATION
DEPOSIT IS REQUIRED TO RESERVE
RENTAL EQUIPMENT. SEE PAYMENT
TERMS BELOW.

ITEM DESCRIPTION (IDENTIFY ITEMS TO BE USED ON BEACH)

QUANTITY

PRICE

TENT, 40 X 60 POLE INSTALLED ON LAWN

1

800.00

STAGE, 8 X 8 4/4X4 PANELS WITH STEPS)

X

125.00

CHAIRS, WHITE FOLDING

200

370.00

P.A. SYSTEM (WITH MIC. & STAND) (CORDLESS MIC.)

1

50.00

PODIUM, LECTURE (BROWN)

1

25.00

SKIRTING, STAGE (BLACK) (3-8 FT. PANELS)

3

24.00

NOTE:

REGUALR PRICE FOR THIS JOB COMES TO \$1,935.34. A GRAND

AFFAIR WILL DO THIS JOB FOR \$1,500.00. THAT IS A

DISCOUNT OF \$435.34. SG

DELIVERY DAY / DATE / TIME : TBD TBD TBD

PICK-UP DAY / DATE / TIME : TBD TBD TBD

PAYMENT TERMS : 1/2 DOWN (\$750.00) TO RESERVE.

FINAL BALANCE (\$750.00) DUE ON OR

BEFORE FRIDAY, 5-21-21. SG

TOTAL (RENTAL EQUIPMENT) 1,394.00

DELIVERY / PICK-UP 85.00

AFTER HOURS DELIVERY / PICK-UP X

LABOR (SET-UP) 118.62

LABOR (BREAKDOWN) 118.62

CLEANING 209.10

ADMINISTRATION FEE 10.00

SUBTOTAL 1,935.34

10 % TAX EXEMPT

TOTAL 1,935.34-435.34=\$1,500.00

Event Pricing Matrix Revised
3/17/2021

Name of Event	Memorial Day Ceremony
Date of Event	Monday, May 31, 2021

																							This doesn't include mileage for		
Date	Start Time of Service	End Time of Service	Event in Hours	Event Time in minutes	Pre Trip	Post Trip	Google Travel Time AM From Garage	Google Travel Time PM To Garage	# AM Stops	# PM Stops	Standard Time Allotment for each Stop	Total Time Allotment for All Stops	Additional Time	Additional Traffic Time	Non Event Time in Minutes	Non Event Time in Hours	Total Hours	Cost Per Hour	Total Cost per day	Total Cost per day Rounded	Number of Buses	Overall cost	AM Mileage From Hub	PM Mileage To Hub	Total Daily Mileage
5/31/2021	10:00 AM	12:00 PM	2.00	120	15	15	31	32	0	0	3	0		0	93	1.55	3.55	\$ 60.00	\$ 213.00	\$213.00	1	\$ 213.00	25.7	25.7	51.4
									0	0		0		0								\$	25.7	25.7	51.4
Total All Days																						\$ 213.00			



Baldwin County Commission

Agenda Action Form

File #: 21-0681, **Version:** 1

Item #: BA3

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Keri Green, Administrative Support Specialist III

ITEM TITLE

City of Robertsdale - Annexation Notification

STAFF RECOMMENDATION

Authorize the placement of the City of Robertsdale's Annexation Ordinances No. 008-2020, No. 010-2020 and No. 011-2020, annexing property into the corporate limits of the City of Robertsdale, Alabama, into the minutes of the April 6, 2021, Baldwin County Commission regular meeting with proper notifications to the following departments/organizations:

Baldwin County Departments

Baldwin County Commission

Building Inspection Department

Communication/Information Systems Department

Environmental Management/Solid Waste Department

Highway Department

Planning and Zoning Department

Elected Officials

Baldwin County Revenue Commission

Baldwin County Sheriff's Office

Other Agencies

Board of Registrars Office

Emergency 911

South Alabama Regional Planning Commission

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The City of Robertsdale submitted a copy of Annexation Ordinances No. 008-2020, No. 010-2020 and No. 011-2020, for the annexation of certain properties into the corporate limits of

the City of Robertsdale, Alabama, to be made part of the record of the Baldwin County Commission Regular meeting on April 6, 2021.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

The Honorable Charles H. Murphy, Mayor
City of Robertsdale
Attention: Shannon J. Burkett, City Clerk
Post Office Box 429
Robertsdale, Alabama 36567

Memo to various departments/organizations

Additional instructions/notes: N/A

MAYOR
Charles H. Murphy
COUNCIL MEMBERS:
Joe M. Kitchens
Paul Hollingsworth
Russell Johnson
Sue Cooper
Ruthie Campbell

CHIEF FINANCIAL OFFICER
Ann Simpson
CITY CLERK
Shannon J. Burkett

CITY OF ROBERTSDALE

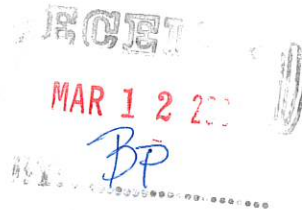


*The Hub
of Baldwin County*

City Hall	947-8900
City Clerk	947-8920
Court Clerk	947-8910
Public Works	947-8950
Police Dept.	947-2222
Fax	947-2619
TDD #	947-2122

P.O. Box 429
Robertsdale, AL 36567

October 6, 2020



4BCE
WD
RC
KG

To Whom It May Concern:

I have been instructed to provide you with a copy of any annexation ordinances adopted by the City Council of the City of Robertsdale.

Ordinance Number 008-2020 was adopted August 3, 2020
Ordinance Number 010-2020 was adopted August 3, 2020
Ordinance Number 011-2020 was adopted August 17, 2020

Should you have any questions, please contact me at shannonburkett@robertsdale.org or (251)947-8920.

Respectfully,

Shannon J. Burkett, CMC/CMRO
City Clerk

ORDINANCE NO. 008-2020

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, AS FOLLOWS:

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from Slippery Rock Investments LLC, for the property located at 22340 Buck Road, as a R-1 zone, and

WHEREAS, the Planning Commission of the City of Robertsdale has reviewed the proposed annexation of said petition and has recommended the Council proceed with the annexation, and

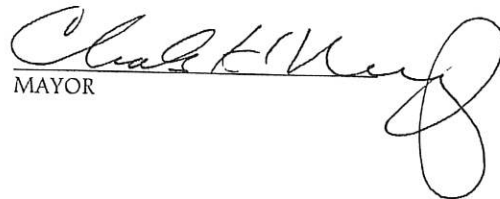
WHEREAS, the property being considered for annexations is contiguous with the current city limits, and

WHEREAS, the following is a legal description of the property:


From the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 5, Township 6 South, Range 4 East, Baldwin County, Alabama; run South 00°20' West and parallel to the East line of said Section, 662.9 feet for a POINT OF BEGINNING; thence continue South 00°20' West 120 feet; thence run East and parallel to the East-West half section line, 211 feet; thence run North 00°20' East, 120 feet; thence run West, 211 feet to the point of beginning.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this 3rd day of August, 2020.


MAYOR

ATTEST:


CITY CLERK

CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 008-2020 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 3rd day of August, 2020, as same appears in the official records of said City.

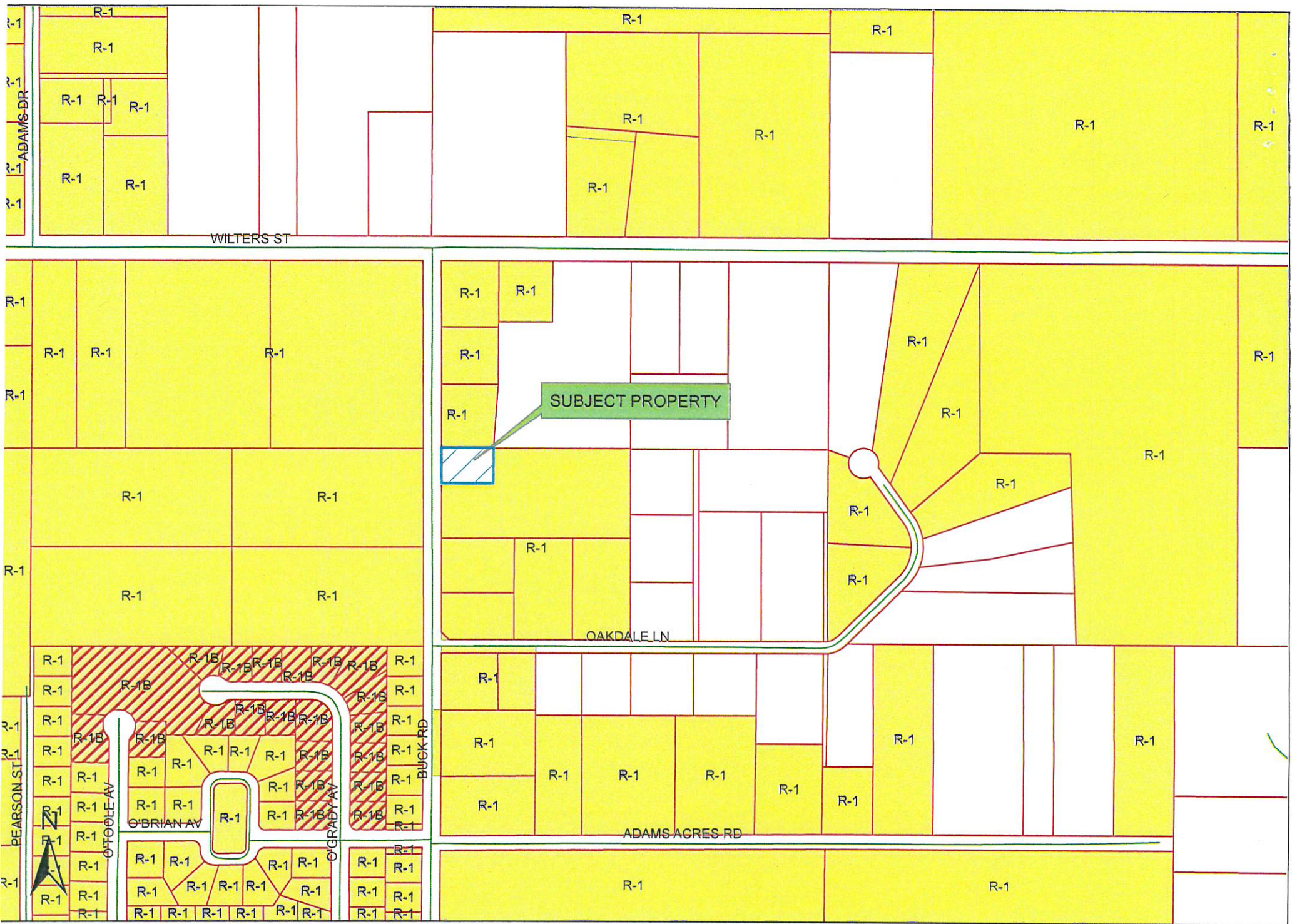
Prepared by the City of Robertsdale
City Clerk Shannon J. Burkett
P O Box 429
Robertsdale AL 36567

7.3 Ac



1 inch = 100 feet

Slippery Rock Investments
Annexation



1 inch = 400 feet

Slippery Rock Investments Annexation

STATE OF ALABAMA
BALDWIN COUNTY
CITY OF ROBERTSDALE

RESOLUTION NO. 010-2020

WHEREAS, Section 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, provide for and regulate general and special elections in cities and towns of this state, except those cities and towns which have a commission form of government, and

WHEREAS, Section 11-46-43 of the Alabama Code of 1975 prohibits write-ins in elections held under Section 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, and

WHEREAS, Section 11-46-26 of the Alabama Code of 1975, as amended, provides that if only one person has filed a statement of candidacy or has been nominated for an office for an election to be held pursuant to Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, at the time the deadline for qualification has passed, then such person shall, for all purposes, be deemed elected to such office, and the mayor or other chief executive officer shall not cause the name of such person or the office for which his candidacy was declared to be printed on the ballot, but he shall immediately file a written statement with the governing body of the municipality, attested by the clerk, certifying the fact that only person filed a statement of candidacy or was nominated for the office preceding the deadline set for an election of municipal officers of the municipality and setting forth the name of such person, and

WHEREAS, said Section 11-46-26, as amended, provided that the governing body of the municipality, after receiving such statement, shall adopt a resolution declaring the person named in the statement duly elected to the office described in the statement, and shall issue a Certificate of Election to such person, and

WHEREAS, the Mayor of the City of Robertsdale has filed a written statement with the governing body of the municipality, attested by the Clerk, certifying the fact that only one person filed a statement of candidacy for the office of Council-Place Three prior to the deadline and that the name of that person who filed such statement was Ruthie Campbell.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Robertsdale, Alabama, that Ruthie Campbell be and he is hereby declared duly elected to the office of Council Place-Three in the City of Robertsdale, Alabama for the term of office commencing on the first Monday in November, 2020, and

BE IT FURTHER RESOLVED, that the Mayor of the City of Robertsdale, Alabama be and he hereby is directed to issue a certificate of election to Ruthie Campbell for the office of Council Place-Three for such term pursuant to the provisions of Section 11-46-25, as amended.

ADOPTED THIS 3rd DAY OF AUGUST, 2020.


CITY CLERK

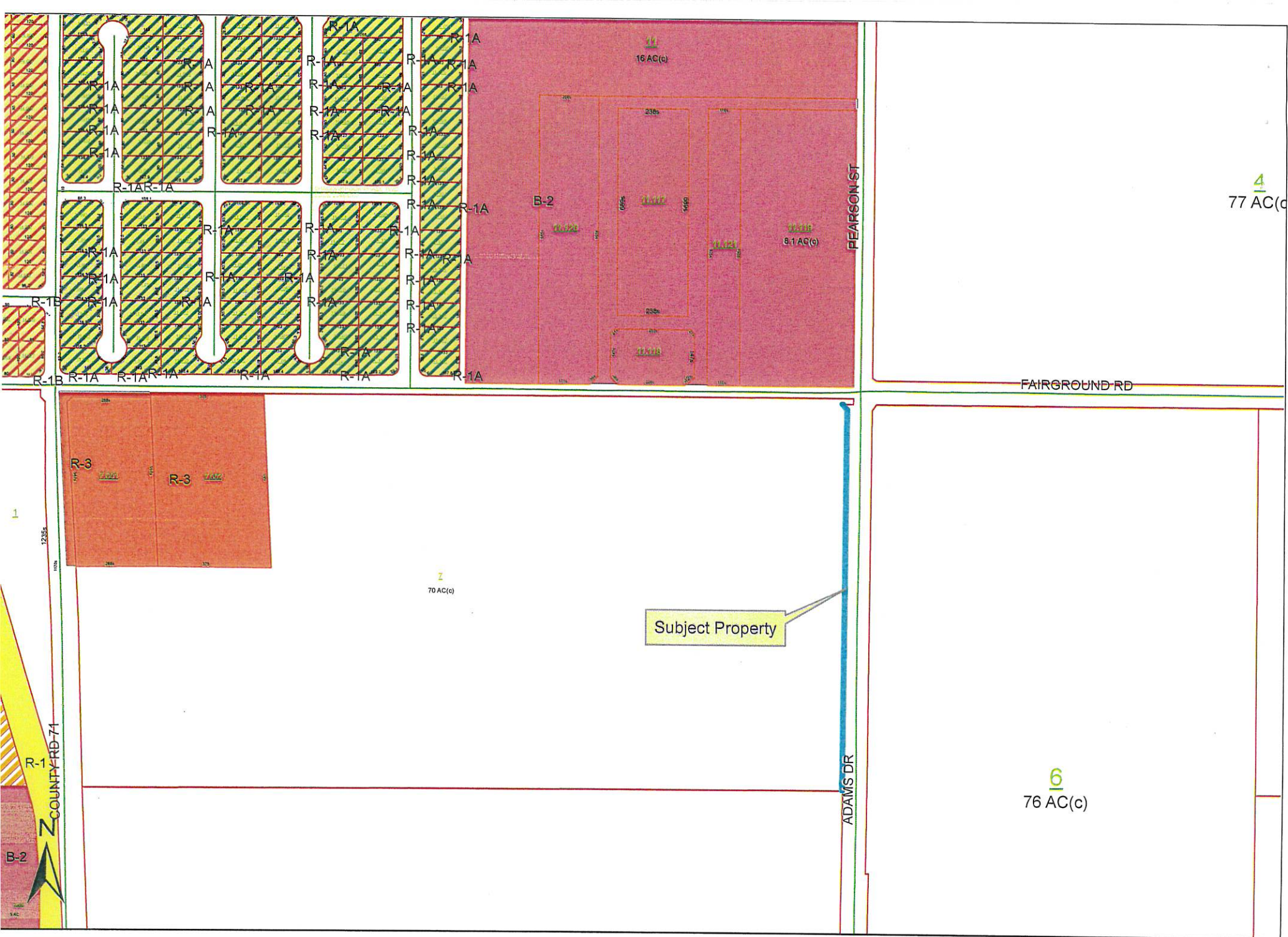

MAYOR

Prepared by the City of Robertsdale
City Clerk Shannon J. Burkett
P O Box 429
Robertsdale AL 36567



1 inch = 200 feet

Hamm Investments
Annexation



1 inch = 400 feet

Hamm Investments
Annexation

ORDINANCE NO. 011-2020

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, AS FOLLOWS:

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from Laura Campbell, for the property located at 21250 Adams Drive, as a R-1 zone, and

WHEREAS, the Planning Commission of the City of Robertsdale has reviewed the proposed annexation of said petition and has recommended the Council proceed with the annexation, and

WHEREAS, the property being considered for annexations is contiguous with the current city limits, and

WHEREAS, the following is a legal description of the property:


THE WEST 1/2 OF THE SE 1/4 OF SEC 8 T-6-S, R-4-E, BALDWIN COUNTY, AL LESS AND EXCEPT ROAD R-O-W'S BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT TA RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SECTION 8, T-6-S, R-4-E, BALDWIN COUNTY, AL; THENCE N 89°57'00" W, A DISTANCE OF 1,33.89 FEET TO A POINT; THENCE NORTH, A DISTANCE OF 40.00 FEET TO A SET 5/8" CAPPED REBAR ON THE NORTH R-O-W OF COUNTY ROAD 48 TO THE POINT OF BEGINNING; THENCE N 89°57'00" W, ALONG SAID NORTH R-O-W A DISTANCE OF 1,269.37 FEET TO A SET 5/8" CAPPED REBAR ON THE EASTERLY R-O-W OF ADAMS DRIVE; THENCE N 43°46'56" W, ALONG SAID R-O-W A DISTANCE OF 21-54 FEET TO A SET 5/8" CAPPED REBAR ON SAID R-O-W; THENCE N 00°21'55" E, ALONG SAID EASTERLY R-O-W A DISTANCE OF 998.41 FEET TO A SET 5/8" CAPPED REBAR; THENCE N 89°38'25" W, ALONG SAID R-O-W A DISTANCE OF 10.00 FEET TO A SET 5/8" CAPPED REBAR; THENCE N 00°21'55" E, ALONG SAID R-O-W A DISTANCE OF 1,552.00 FEET TO A SET 5/8" CAPPED REBAR; THENCE N 36°32'24" E, ALONG SAID R-O-W A DISTANCE OF 24.02 FEET TO A SET 5/8" CAPPED REBAR ON THE SOUTH R-O-W OF FAIRGROUND ROAD; THENCE N 89°50'29" E, ALONG SAID SOUTH R-O-W A DISTANCE OF 1,274.61 FEET TO A SET 5/8" CAPPED REBAR; THENCE S 00°14'27" W, LEAVING SAID FAIRGROUND ROAD R-O-W A DISTANCE OF 2,589.93 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 76.48 ACRES, MORE OR LESS, AND ALL BEING SITUATED IN THE SE 1/4 OF SEC 8 T-6-S, R-4-E BALDWIN COUNTY, AL.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this 17th day of August, 2020.


MAYOR

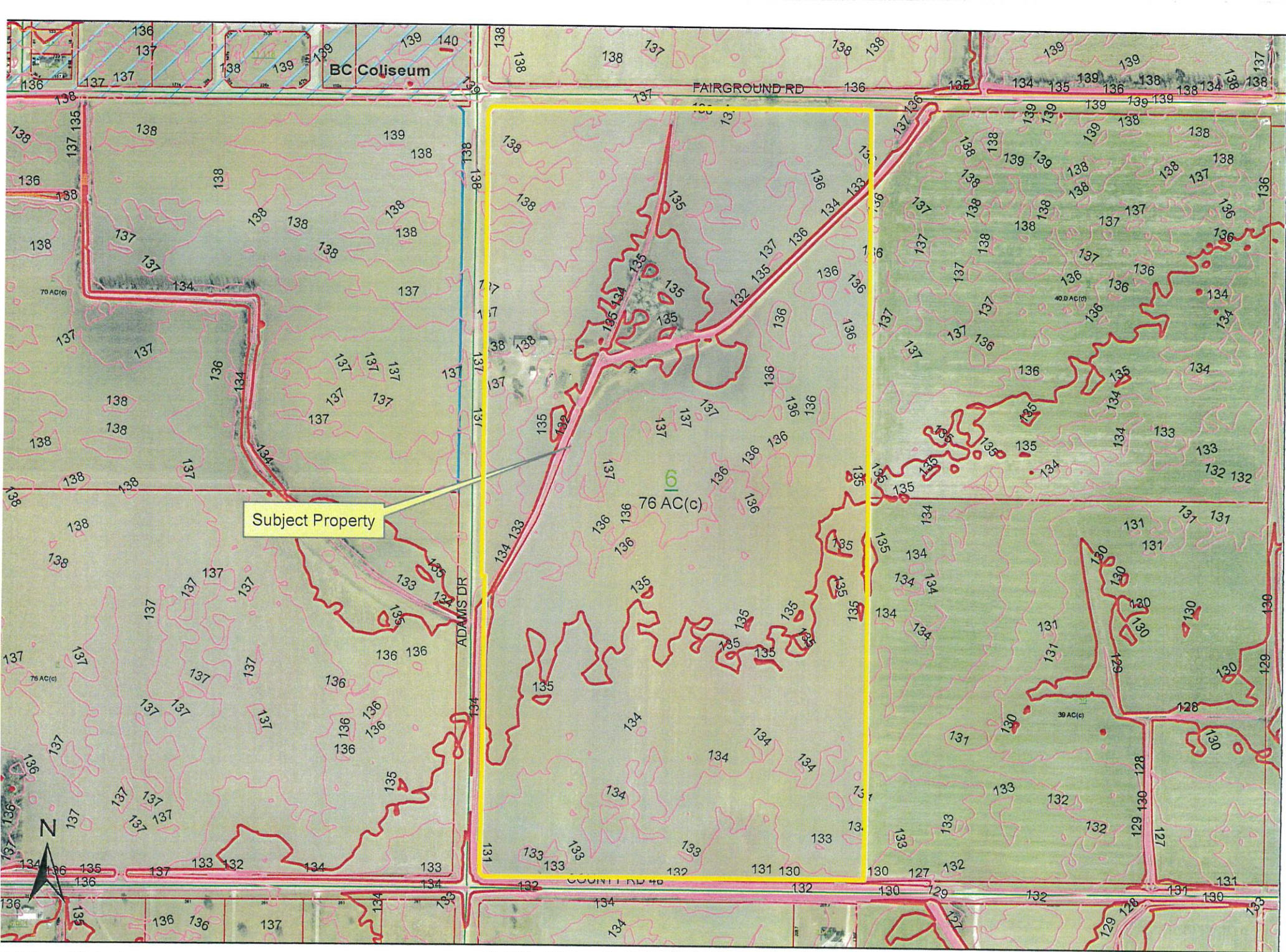
ATTEST:


CITY CLERK

Prepared by the City of Robertsdale
City Clerk Shannon J. Burkett
P O Box 429
Robertsdale AL 36567

CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 011-2020 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 17th day of August, 2020, as same appears in the official records of said City.



1 inch = 400 feet

**RAM - Robertsdale Sub Partners
Annexation & PUD Rezoning (Amberlev)**



Baldwin County Commission

Agenda Action Form

File #: 21-0710, **Version:** 1

Item #: BA4

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Sherry-Lea Bloodworth Botop

Submitted by: Sherry-Lea Bloodworth Botop

ITEM TITLE

Community Project Funding Request to House Committee on Appropriations

STAFF RECOMMENDATION

Approve staff to submit Fiscal Year 2022 request and a list of ten (10) projects which are aligned with the Baldwin County strategic planning priorities, to the House Committee on Appropriations for funds allocated for a community project to benefit Baldwin County citizens.

BACKGROUND INFORMATION

Chair of the House Appropriations Committee will be accepting Community Based Projects for Fiscal Year 2022. The Committee will provide additional information regarding which accounts and programs will be eligible for Community Project Funding requests and the criteria necessary for consideration in those areas.

Members are still working on how the process will work but are only able to submit 10 requests under Community Based Projects. The Senate has not set guidelines for Community Based Projects at this time.

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: If funded, incoming revenue

Budget line item(s) to be used: TBD

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: Sherry-Lea Bloodworth Botop

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

Staff will submit Baldwin County's request and a proposed list of projects to Representative Jerry Carl's Office by April 14, 2021. Staff will report back to the Commission on the outcome of the request.

If funded, staff will determine who will administer the project.

Additional instructions/notes: N/A



COMMUNITY PROJECT FUNDING
Reforms for Transparency and Accountability

New Reforms

In addition to adhering to the House Rules (House Rules XXI and XXIII), the House Appropriations Committee is enforcing a series of important reforms to guarantee that Community Project Funding is dedicated to genuine need and not subject to abuse. These include:

Public Transparency and Accountability

- All Requests Online: Members are required to post every Community Project Funding request online simultaneously with their submission to the Committee. The website must be searchable. The House Appropriations Committee will establish an online “one-stop” link to all House Members’ project requests.
- Early Public Disclosure: To facilitate public scrutiny of Community Project Funding, the Committee will release a list of projects funded the same day as the Subcommittee markup, or 24 hours before full committee consideration if there was no Subcommittee markup.
- No Financial Interest: Members must certify to the Committee that they, their spouse, and their immediate family have no financial interest in the projects they request. *This is an expansion beyond the underlying requirements in House Rules in order to cover immediate families of Members.*

Limited Approach

- Ban on For-Profit Recipients: There is a ban on directing Community Project Funding to for-profit grantees. Members may request funding for State or local governmental grantees and for eligible non-profits.
- Cap on Overall Funding: The Committee will limit Community Project Funding to no more than 1 percent of discretionary spending, a recommendation of the bipartisan House Select Committee on the Modernization of Congress.
- Member Requests Capped: The Committee will accept a maximum of 10 community project requests from each member, though only a handful may actually be funded.

Rigorous Vetting

- Mandatory Audit: The Committee will require the Government Accountability Office to audit a sample of enacted community project funding and report its findings to Congress.

Community Support

- Demonstrations of Community Engagement: Members must provide evidence of community support that were compelling factors in their decision to select the requested projects. This policy was recommended by the bipartisan House Select Committee on the Modernization of Congress.

Existing Standards

These reforms build on the requirements for accountability and transparency that are part of Rule XXI, clause 9 and Rule XXIII, clauses 16 and 17 of the Rules of the House. Those existing rules require the following:

- **No Member Financial Interest:** The rules forbid any Member from pursuing Community Project Funding to further his or her financial interest, or that of his or her spouse. Each Member requesting Community Project Funding must certify in writing that there is no such interest and make that certification available to the public. *As noted above, the new Committee reforms will expand this requirement beyond existing House Rules.*
- **Request in Writing:** Any Member requesting Community Project Funding must do so in writing, including the Member's name, the name and location of the intended recipient, and the purpose of the spending item.
- **Committee Consideration:** When reporting legislation containing Community Project Funding, the Committee is required to identify each item (including the name of each Member requesting the item) in the corresponding committee report or joint explanatory statement, and make it publicly available online in a searchable format.
- **Disclosure Before Floor Consideration:** The rules prohibit a vote on a bill or a vote on adoption of a conference report, unless the chair of the committee, certifies that a complete list of Community Project Funding has been publicly available for at least 48 hours.
- **Point of Order Against New Projects in Conference Reports:** A point of order may be raised against a provision of the conference report if it includes Community Project Funding that was not included in either the House or Senate bills.



Baldwin County Commission

Agenda Action Form

File #: 21-0706, **Version:** 1

Item #: BA5

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Recommendations for County Facilities Pursuant to Governor's Order Dated March 23, 2021 (Active on April 9, 2021) - Covid Restrictions

STAFF RECOMMENDATION

Approve the revised operational procedures for Baldwin County facilities related to Covid restrictions pursuant to the Governor's Order dated March 23, 2021, to be effective on April 9, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: BCC approved the facilities reopening plan in April 2020. Since that time, Covid restrictions have been modified in accordance to revised Orders from Governor Ivey.

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: Each County facility will remove old posters from entrances and replace with new ones. Staff to implement changes as detailed in plan.

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


Additional instructions/notes: N/A




BALDWIN COUNTY,
ALABAMA

Recommendations for County Facilities Pursuant to Governor's Order Dated
3.23.2021 (Active on 4.9.2021)



- 
- Open all facility entrances to pre-COVID state.
 - Meeting chambers all set to 3' distance between chairs.
 - All board or commission meetings on county property – mask preferred, but not required.
 - COVID cleaning protocols stay in place.
 - Sneeze guards will stay in place in county offices.

- 
- BRATS will continue to follow federal guidelines (currently masks required for drivers and passengers).
 - Affiliated agencies will manage protocols within their office areas.
 - Courts and BCSO will operate as directed by the presiding judge and sheriff.
 - Council on Aging will return to pre-COVID operations on a case-by-case basis.
 - Personnel department will continue to follow CDC guidelines for COVID employee leave.
 - Live Oak Landing and Bicentennial Park reservation applications and tours no longer require social distancing plans.



Baldwin County Commission

Agenda Action Form

File #: 21-0715, **Version:** 1

Item #: BA6

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Revision of County Take Home Vehicle List - April 2021

STAFF RECOMMENDATION

Approve the attached revised "County Take Home Vehicle List - April 2021" of the County employees and officers who drive County vehicles home as identified in the report.

The total number of Baldwin County Commission departmental staff driving public taxpayer owned County vehicles is 202.

BACKGROUND INFORMATION

Previous Commission action/date: March 16, 2021 - Last revision to the Take Home Vehicle List approved by the Commission.

Background: Staff has received a request from Terri Graham, Development Environmental Director, to revise the Take Home Vehicle List as follows:

Add:

Wesley Pate, Landfill Gas Technician

Change of Vehicles:

Terri Graham - ~~2016 Chevy Tahoe~~ 2020 Chevy Tahoe

Sherman Boutwell - ~~2017 Chevy Silverado~~ 2020 Chevy Silverado

David Deyton - ~~2008 Ford F-150~~ 2020 Ford F-150

By approving the revised list, staff will be able to provide to the Clerk Treasurer, an accurate list of employees for tax purposes.

General Background:

Baldwin County Commission Policy #2.9, provides that in December of each year, the County Administrator shall present a current list of employees who drive County owned vehicles assigned to the Baldwin County Commission. The County Administrator has collected data on all vehicles

assigned to Department Directors, Elected Officials and Staff. These vehicles are further defined by the number of vehicles driven home (and by whom) in order for the Baldwin County Commission to review and approve. If changes occur during the year, staff brings the revised list to the Baldwin County Commission to review and approve.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Victoria Key, Administrative Support Specialist - Email approved list to Cian Harrison, Clerk Treasurer, cc: Administration Staff.

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

Additional instructions/notes: N/A

County Take Home Vehicle List - April 2021

County Commissior

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
Building Maintenance			
2018 Ford F-150	Junius Long	5	Must respond to after hours call-outs.
Animal Shelter			
2008 Ford F-150 XL	Kim Peacock	40	On Call Animal Control Officer
2011 Ford F-250	Micheal Dorman	12	On Call Animal Control Officer
2019 Ford F-250	Sarah Jaresh	36	On Call Animal Control Officer
2019 Ford F-250	Gina Jones	75	On Call Animal Control Officer
EMA			
2011 Ford F-250	Zachary Hood	30	Allows a more timely response to schedule events during and after regular business hours, as well as traveling to any location in the County during an emergency.
2014 Ford Expedition	Michael Purner	14	Mike functions as Call of Duty Officer one week each month and also is subject to 24/7 call out per job description. It is imperative to reduce the amount of response time to command scene, have the appropriate equipment available and ready, and may require transportation of available resources to pick up in one location of the county for delivery to another location within the county. The objective is to have 3 different county EMA assets staged and ready at various locations within the County when EMA is dispatched. As of last month, EMA was paged 398 different times during FY20.
2015 Chevrolet Tahoe	Scott Wallace	50	Allows a more timely response to schedule events during and after regular business hours, as well as traveling to any location in the County during an emergency.
Any/ All EMA Vehicles, as available	Danon Smith	20	For Use Only when On Call
Highway			

County Take Home Vehicle List - April 2021

County Commissior

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2018 Ford F150 Crew Cab 4x4	Johnny Jackson	24	Direct from home allows a more timely response to afterhours call out in a reliable, available County vehicle that can transverse rough terrain as is often necessary, and that has appropriate items needed-subject to call out for a variety of matters, such as employee accident, the weather affecting a road/bridge etc.-County vehicle has County Highway Department radio for sometimes critically important communication. Also used for after hour weekend appointments.
2016 Ford F-150 4x4	Frank Lundy	54	Same as Above
2015 Ford F-150 4x4	Joey Nunnally	20	Same as Above
2018 Ford F-150 Crew Cab 4x4	Mike Sharp	50	Same as Above
2018 Ford F150 Crew Cab 4x4	Adam Harville	110	Same as Above
2019 Ford F-150 Crew Cab 4x4	Kevin Carroll	46	Same as Above
2019 Ford F-150 Crew Cab 4x4	Pete Peterson	38	Same as Above
2019 Ford F-150 Crew Cab 4x4	Tyler Mitchell	35	Same as Above
2018 Ford F-150 Crew Cab	Dustin Thweatt	15	Same as Above

Parks

2019 Ford F-150 Crew Cab 4x4	Madison Steele	68	Direct from home allows a more timely response to afterhours call out in a reliable, available County vehicle that can transverse rough terrain as is often necessary, and that has appropriate items needed-subject to call out for a variety of matters, such as employee accident, the weather affecting a road/bridge etc.
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Building Department

County Take Home Vehicle List - April 2021

County Commissior

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2020 Ford F-150	Eddie Harper	40	Building Official is on call 24/7 for emergency purposes. We are required to approve entry into any structures that may be damaged due to storms, fires and accidents at all hours. The Building official also attends after hours meetings with various organizations in all areas of the County, i.e. (Home Builders and Realtor associations). Duties also include being available at 3 offices located in Foley, Fairhope and Bay Minette. Building Official will also serve as back up inspector for all 3 offices as needed.
2017 Ford F-150	Frederick "Freddy" Holman	12	The Building Department is implementing online permit inspection software which can be accessed via any mobile device. Inspectors will be able to view their daily inspection assignments and construction plans from their iPads. Direct from home allows a more timely response to job sites especially since most of our inspectors live in the inspection territories that they are
2019 Ford F-150	Murray Authement	20	Same as Above
2017 Ford F-150	Ashley Anderson	54	Same as Above
2007 Ford F-150	Christopher "Jason" Byrd	30	Same as Above
2016 Ford F-150	Robert "Rob" Madison	14	Same as Above
2016 Ford F-150	Michael Morris	22	Same as Above
Solid Waste			
2016 Ford F-250	JT Qualls	45	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Qualls is a first responder for Magnolia Landfill emergencies and security issues. He is also responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.

County Take Home Vehicle List - April 2021

County Commissior

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2020 Ford F-150	David Deyton	25	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Deyton is a Landfill Supervisor for Magnolia Landfill emergencies and security issues. He is also responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.
2020 Chevy Silverado	Sherman Boutwell	82	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Boutwell is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.
2018 Chevy Silverado	Charlie Stanford	10	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to any maintenance emergency quickly. Mr. Stanford is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.

County Take Home Vehicle List - April 2021

County Commissior

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2017 Chevy Silverado	Randall Aaron	25	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to any maintenance emergency quickly. Mr. Aaron is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.
2020 Chevy Silverado	Wesley Pate	46	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tools. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Pate is a Landfill Gas Technician for Magnolia Landfill and is responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.
2018 Chevy Silverado	Ed Fox	26	Mr. Fox is the Development & Environmental Assistant Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.
2020 Chevy Tahoe	Terri Graham	5	Ms. Graham is the Development & Environmental Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.

Other Elected Officials

Department:	# of Vehicles Driven Home:	Vehicle Description:	Employee:
County Commissioners	2	2015 Ford F-150 4X4 2020 Chevy Tahoe	Commissioner Charles Gruber Commissioner Billie Jo Underwood
Coroner	1	2015 Ford F-150 4X4	Coroner Brian Pierce
Probate Office	2	2020 Ford Expedition	Judge Harry D'Olive

County Take Home Vehicle List - April 2021

County Commissior

Vehicle Description	Employee	Round Trip (Estimated) 2012 Chevy Tahoe	Reason for Need to Drive Vehicle Home Dean Mott Chief Clerk
Sheriff	163	See below	
Sheriff	142 Sworn Officers 5 Support Personnel 5 Jail Support 5 Admin Personnel 6 Jail Personnel		

Complete Total Number of Vehicles Driven Home: 202



Baldwin County Commission

Agenda Action Form

File #: 21-0658, **Version:** 1

Item #: BA7

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Termination of Memorandum of Agreement with Christie Strategy Group for Consulting and Advisory Services

STAFF RECOMMENDATION

Acknowledge and accept the notice of termination received from Martin W. Christie, terminating the Memorandum of Agreement between the Christie Strategy Group, Inc. and the Baldwin County Commission for consulting and advisory services regarding legislative issues, said termination effective April 8, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: September 22, 2020 - BCC Regular Meeting

Background: The MOA with Christie Strategy Group was approved by the Commission during its September 22, 2021.

Section 4. of the MOA allows for a termination of the MOA by written notice at least thirty (30) days prior to the date of termination.

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 Budget Departments

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

Admin (Keri Green): Update and notate BCAP, mark MOA inactive April 8, 2021

Budget (Ron Cink): Remove Christie Strategy Group from quarterly Ethics Commission Lobbyists Report

Additional instructions/notes: N/A

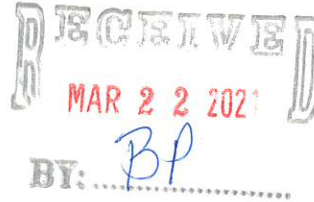


CHRISTIE STRATEGY GROUP

10 March 2021

HBC
WD
RC

Hon. Joe Davis
Chairman
Baldwin County Commission
322 Courthouse Square, Suite 12
Bay Minette, AL 36507



BY CERTIFIED MAIL AND EMAIL

Dear Commissioner Davis:

Pursuant to Section 4 of the Memorandum of Agreement between the Baldwin County Commission and Christie Strategy Group, Inc., approved during the 22 September 2020 Commission meeting, we are hereby exercising our option to terminate the agreement effective 8 April 2021.

We trust this fulfills the requirement to provide thirty days notice prior to the contract being terminated.

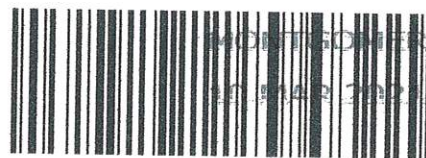
Thank you for the opportunity to represent your interests in Montgomery. Maeci and I wish you and the other members of the Commission all the best in coming years.

Sincerely,

Martin W. Christie

cc: Skip Gruber
Jeb Ball
Billie Jo Underwood

CERTIFIED MAIL



MONTGOMERY AL 360

10 MAR 2021 PM 4 L

7020 2450 0000 3686 9266



STIE STRATEGY GROUP

45 DEXTER AVENUE, SUITE 4025
MONTGOMERY, AL 36104

U.S. POSTAGE PAID
FROM LETTER
MONTGOMERY, AL
36104
MAR 10, 21
AMOUNT

\$4.15
R2304W121244-75



36507

Hon. Joe Davis
Chairman
Baldwin County Commission
322 Courthouse Square, Suite 12
Bay Minette, AL 36507



COUNTY COMMISSION BALDWIN COUNTY

312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 937-0264 Main
(251) 580-2500 Fax

www.baldwincountyal.gov

Anu Gary
Administrative Services Manager
agary@baldwincountyal.gov
(251) 580-2564

Monica English
Assistant Administrative Services Manager
mtaylor@baldwincountyal.gov
(251) 580-1696

October 7, 2020

Mr. Martin W. Christie, President
Christie Strategy Group
445 Dexter Avenue
Suite 4025
Montgomery, Alabama 36104

RE: Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2020-2021 Budget

Dear Mr. Christie:

Please find enclosed a **fully executed original** *Agreement* approved during the September 22, 2020, Baldwin County Commission meeting, with the below indicated entity to appropriate county public funds for activities benefiting a myriad of public purposes as set forth within the *Agreement*:

Christie Strategy Group (not to exceed \$42,000)

The term of the *Memorandum of Agreement* shall commence October 1, 2020, and expire September 30, 2021, and may be terminated per the parameters as set forth therein.

If you have not received a check within forty-five (45) days of receipt of this correspondence, please contact Eva Cutsinger, Senior Accountant, at (251) 580-2521.

If you have any questions or need further assistance, please do not hesitate to contact Christie Davis, Senior Budget Accountant, at (251) 972-8552.

Sincerely,

MONICA ENGLISH

Assistant Administrative Services Manager
Baldwin County Commission

ME/vk Item BE13

cc: Christie Davis
Ron Cink
Cian Harrison
Eva Cutsinger

ENCLOSURE(S)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereafter "BCC"), and Christie Strategy Group, Inc., an Alabama corporation ("Christie Strategy Group") and is effective the date last executed below.

1. Christie Strategy Group agrees to provide consulting and advisory services to BCC with regard to various state legislative issues. Christie Strategy Group agrees to monitor and evaluate these issues and to promptly advise BCC on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan. Christie Strategy Group will perform such services with regard to those issues as are mutually agreed to between Christie Strategy Group and BCC.

2. Christie Strategy Group acknowledges that it may be required to register for work performed on behalf of BCC under the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations on behalf of BCC, and agrees to do so in the event such registration is required.

3. In consideration of the performance of these services, BCC shall pay to Christie Strategy Group the sum of \$3,500.00 per month, with such payments due monthly. BCC hereby warrants that these payments will not be made with Federal funds.

4. This Agreement shall become effective October 1, 2020, and shall continue in effect until September 30, 2021, or unless sooner terminated by BCC or Christie Strategy Group by written notice given to the other at least thirty (30) days prior to the date of termination. Any fees earned or reimbursable expenses incurred prior to the receipt of said notice of termination on behalf of BCC under this Agreement shall be paid by BCC.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, and proper venue for any action relating to the subject matter of this Agreement shall lie in Baldwin County, Alabama.

6. Should BCC employ an attorney to enforce this Agreement, BCC shall be entitled to recover from the Christie Strategy Group all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

7. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Christie Strategy Group, Inc.

Date: 9-29-20

By: Martin W. Christie
Martin W. Christie
President

BALDWIN COUNTY COMMISSION

Date: 10/16/2020

By: Billie Jo Underwood
Billie Jo Underwood
Chairman, Baldwin County Commission

ATTEST:

Wayne Dyess
Wayne Dyess
County Administrator





Baldwin County Commission

Agenda Action Form

File #: 21-0674, **Version:** 1

Item #: BC1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Historic Painting Blakeley State Park Authority - The Battle of Fort Blakeley entitled "The Last Stand for Mobile" - License Agreement

STAFF RECOMMENDATION

Take the following action:

1) Approve the License Agreement with the Historic Blakeley State Park Authority - "The Last Stand for Mobile". This Agreement shall commence on April 20, 2021, and shall continue for one calendar year from the date of commencement. Termination of this License shall mean only that Licensee shall have no right, after the end of the one-year period of notice, to make any new copies of the Work.

BACKGROUND INFORMATION

Previous Commission action/date: BCC Regular Meeting 05/19/2020 - Approved the License Agreement with the Historic Blakeley Authority for the reproduction of the oil painting The Battle of Fort Blakeley entitled "The Last Stand for Mobile." This Agreement commenced on April 20, 2020, and shall continue for one calendar from the date of commencement. Termination of the License shall mean only that Licensee shall have no right, after the end of the one-year period of notice, to make any new copies of the Work.

Background: The historical painting "The Last Stand for Mobile," was one of three original oil paintings, depicting a nationally significant military battle in Baldwin County and unveiled to the public during the Alabama 200 Bicentennial Exhibition Finale Celebration held at the Daphne Civic Center on November 11, 2019.

The Battle at Fort Blakeley took place from April 2 to April 9, 1865 in Baldwin County about 6 miles north of Spanish Fort, as part of the Mobile Campaign of the American Civil War.

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?
Y

Reviewed/approved by: Approved by Bad Hicks, County Attorney on 03/11/2021

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):
Send Correspondence (with 2 original Agreements) to:

Mr. Mike Bunn, Director
Historic Blakeley State Park
34745 State Highway 225
Spanish Fort, Alabama 36527

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**LICENSE AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION AND THE HISTORIC BLAKELEY
AUTHORITY FOR THE REPRODUCTION OF OIL PAINTING “THE BATTLE
OF FORT BLAKELEY”**

This is a License Agreement, commencing on April 20, 2021, between the Baldwin County Commission (the “Licensor”) and the Historic Blakeley Authority (the “Licensee”) for the reproduction of the oil painting “The Last Stand for Mobile.”

WHEREAS, the Licensor is the creator, owner, and copyright owner of an oil painting work of art entitled “The Last Stand for Mobile” (the Work); and

WHEREAS, Licensee desires to reproduce and sell reproductions of the Work, as further described below; and

WHEREAS, Licensor wishes the Work to be reproduced and sold, as set out in Paragraph 1, below; and

WHEREAS, Licensor is willing to allow the reproduction and use of the Work through this licensing agreement;

NOW, THEREFORE, in consideration of the wishes recited above and of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor and Licensee, the parties agree as follows:

1. License.

a. Licensor grants Licensee a nonexclusive, nontransferable, license to reproduce the Work and to:

- i. Sell any reproductions in the regular course of Licensee’s business, either as a standalone print or as affixed to other souvenir items sold by Licensee;
- ii. Use any reproductions as a public or private display in any building or premises owned, leased, or authorized by Licensee;
- iii. Use any reproductions of the Work in any works published by Licensee or in works published by others on Licensee’s behalf, or in works commissioned or licensed by Licensee;
- iv. In Licensee’s activities described in (i), (ii), and (iii), above, to make copies in any medium, whether print, photographic, film/video, electronic, on-line and

Internet based, computer chip, any computer element, or in any medium now known or introduced in the future.

2. **Acknowledgment.** Licensee acknowledges that Licensor is the lawful owner of the Work and of all attendant intellectual property rights associated with the Work and agrees to take no action inconsistent with Licensor's ownership that would subject Licensor to claims by third parties or potential loss of its ownership, or that would otherwise impair the value of the Work.

3. **License Fee.** Licensee shall pay to Licensor, as a fee for use of the Work as described herein for one year from the date of commencement, the sum of \$100.00, and Licensor acknowledges receipt of this payment.

4. **Request for Accounting and Information.** Licensee shall, within fourteen (14) days of request by Licensor, furnish to Licensor (i) a written accounting of the sales for all products featuring the Work and (ii) an itemization of how Licensee has used the Work unrelated to sales including, without limitation, as a display on Licensee's premises, in publications not for sale, in correspondences, and for events. The accounting will identify any and all products featuring the work, the sale prices for each product, the number of sales of each product, and gross profits for all products featuring the work.

5. **Best efforts.** Licensor and Licensee agree to use their best efforts and cooperate in the performance of this Agreement so that its purposes may be successfully carried out.

6. **Term and Termination.** This Agreement shall commence on April 20, 2021 and shall continue for one calendar year from the date of commencement. Termination of this License shall mean only that Licensee shall have no right, after the end of the one-year period of notice, to make any new copies of the Work. Licensee may continue to use copies of the work already made and in existence pursuant to subparagraphs 1 (a) (i), (ii), (iii), and (iv), above, after the one-year period of this Agreement.

7. **Successors and Assigns.** This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

8. **Notices.** Notices required by this Agreement shall be in writing and shall be delivered by personal delivery, by U.S. mail, by email, or by overnight courier such as Federal Express. A request for the accounting and information as described in Paragraph 4, above, may be given in a writing signed by Licensor or in an email from Licensor's representative.

9. **Governing Law.** This Agreement shall be governed in all respects under the laws of the State of Alabama. For any disputes arising from this Agreement, venue shall be proper in the circuit or district courts of Baldwin County, State of Alabama.

10. **Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by those officers, officials and persons thereunto duly authorized, on the dates and as follows:

Baldwin County Commission

Historic Blakeley Commission

Joe Davis, III., Chairman
Baldwin County Commission

Mike Bunn, Director
Historic Blakeley Authority

Attest:

Wayne Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0697, **Version:** 1

Item #: BE1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG20-23 - Provision of On-site Crushing of Concrete at Various Baldwin County Locations for the Baldwin County Commission

STAFF RECOMMENDATION

Extend Competitive Bid #WG20-23 - Provision of On-site Crushing of Concrete at various Baldwin County locations with **Sunbelt Crushing, LLC**, for an additional twelve (12) months at the same prices, terms and conditions stated in the original bid specifications that were awarded on May 5, 2020. (Extension will expire on May 5, 2022.)

BACKGROUND INFORMATION

Previous Commission action/date:

03/17/2020 meeting: 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of On-site Crushing of Concrete at various Baldwin County Locations for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

05/05/2020 meeting: Awarded the bid to Sunbelt Crushing, LLC, in the bid amount of \$9.00 per ton for the provision of On-site Crushing of Concrete at various locations within the County.

Background: The bid for the Provision of On-site Crushing of concrete at various County locations was awarded on May 5, 2020, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for twelve (12) month extension by the Commission at their option, if acceptable by the vendor. Any additional contract extensions will be at the same prices, terms and conditions stated in the bid. The vendor, Sunbelt Crushing, LLC, submitted an email agreeing to extend the bid prices for an additional twelve (12) months. The extension will expire on May 5, 2022. Award Listing attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 04/06/2021

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: [Matt Munger](#)
To: [Wanda Gautney](#)
Subject: Re: Bid #WG20-23 - Provision of On-Site Crushing of Concrete for Baldwin County Commission
Date: Thursday, March 18, 2021 4:21:53 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.

Extend please

Get [Outlook for iOS](#)

From: Wanda Gautney <wgautney@baldwincountyal.gov>
Sent: Thursday, March 18, 2021 4:17:15 PM
To: Matt Munger <mmunger@SUNBELTCRUSHING.COM>
Subject: Bid #WG20-23 - Provision of On-Site Crushing of Concrete for Baldwin County Commission

Matt,

Bid #WG20-23 - Provision of On-Site Crushing of Concrete for Baldwin County Commission will expire May 5, 2021. The bid specifications included an option to renew the bid for an additional twelve (12) months if the vendor agrees, at the same prices and terms as the original bid award. Baldwin County would like to extend the bid for twelve (12) months. I have attached a copy of the original Award Listing for your review.

Please let me know if Sunbelt Crushing, LLC, agrees to a twelve (12) month extension at the same prices and terms of the original bid award dated May 5, 2021.

Thanks

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



COMPETITIVE BID #WG20-23 BID AWARD
Provision of On-site Crushing of Concrete
Effective Date 05/05/2020 through 05/05/2021

BIDDER: Sunbelt Crushing LLC		
Crushed Concrete On-site	824-B Base	\$9.00 Ton
Bid Bond:	Yes	



Baldwin County Commission

Agenda Action Form

File #: 21-0703, **Version:** 1

Item #: BE2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-04D - Provision of Bag Ice for the Baldwin County Commission

STAFF RECOMMENDATION

Authorize the Purchasing Director to **re-bid** for the Provision of Bag Ice and 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:

03/02/2021 meeting: Authorized the Purchasing Director to **re-bid** for the Provision of Bag Ice and 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.

01/19/2021 meeting: Authorized the Purchasing Director to **re-bid** for the Provision of Bag Ice and 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.

12/15/2020 meeting: Authorized the Purchasing Director to **re-bid** for the Provision of Bag Ice and authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

11/03/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Bag Ice; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

Background: Bids were set to open in the Purchasing Conference Room on March 19, 2021 at 1:30 p.m. No bids were received. Staff recommends the Commission authorize the Purchasing Director to re-bid for the Provision of Bag Ice.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 04/06/2021

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 #WG21-04D SPECIFICATIONS

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

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

BID RESPONSE FORM

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

AWARD

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

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

DELIVERY

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

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

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

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

FREIGHT

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

SPECIFICATIONS

10 lb. Bags of Ice

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

BID #WG21-04D RESPONSE FORM

Provision of Bag Ice

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or _____
Yes No

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

Financing Agency Authorized Signature

Item: Ice - 10 lb. bag

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

Manufacturer or Brand: _____

All Exceptions should be attached to this Bid Response form.



Baldwin County Commission

Agenda Action Form

File #: 21-0657, **Version:** 1

Item #: BE3

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-13A - Provision of CRS-2 Emulsified Asphalt Material for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of CRS-2 Emulsified Asphalt Material to **Ergon Asphalt & Emulsions, Inc. (Prime)** and **Hunt Refining Company, Inc. (Secondary)** as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

02/17/2021 meeting: 1) Authorized the Purchasing Director to **re-bid** for the Provision of CRS-2 Emulsified Asphalt Material; 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.

01/05/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the provision of CRS-2 Emulsified Asphalt Material; 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 March 5, 2021 at 2:30 p.m. Three (3) bids were received. Staff recommends the Commission award the bid to the lowest bidder, Ergon Asphalt & Emulsions, Inc. as the prime, and to the next lowest bidder, Hunt Refining Company, Inc. as the secondary, as per the attached award listing. As per the bid specifications, both a prime and secondary vendor will be awarded so that in the event the primary vendor cannot fill an order, the purchase can be made from the secondary vendor. Bid tabulation is attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 03/16/2021

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 #WG21-13A AWARD LISTING

Provision of CRS-2 Emulsified Asphalt Material

Effective April 8, 2021 through April 8, 2022

Item Description	Bidder	FOB <u>Picked up</u> by Baldwin County (Price per Gallon)	
CRS-2 - Estimated quantity of 5,000 gallons	Ergon Asphalt & Emulsions, Inc.	\$1.60	Prime
	Hunt Refining Company, Inc.	\$1.95	Secondary
Item Description	Bidder	FOB <u>Delivered</u> to Baldwin County (Price per Gallon)	
CRS-2 - Estimated quantity of 5,000 gallons	Ergon Asphalt & Emulsions, Inc.	\$1.85	Prime
	Hunt Refining Company, Inc.	\$2.15	Secondary
Ergon Asphalt & Emulsions, Inc. Supply Location:	7890 Birmingport Road, Mulga, Alabama 35118		
Hunt Refining Company, Inc. Supply Location:	835 Cochrane Causeway, Mobile, Alabama 36610		
Exceptions:			
In addition to the amounts bid, Ergon Asphalt & Emulsions, Inc. will charge a \$0.0015 per gallon environmental fee that will be listed as a separate line item on invoices.			

COMPETITIVE BID #WG21-13A BID TABULATION**Provision of CRS-2 Emulsified Asphalt Material**

BIDDER: Ergon Asphalt & Emulsions, Inc.		
Item Description	FOB Picked up by Baldwin County (Price per Gallon)	FOB Delivered to Baldwin County (Price per Gallon)
CRS-2 - Estimated quantity of 5,000 gallons	\$1.60	\$1.85
Supply Location: 7890 Birmingham Road, Mulga, Alabama 35118		
Exceptions: In addition to the amounts bid, Ergon will charge a \$0.0015 per gallon environmental fee that will be listed as a separate line item on invoices. Prices for additional items: Demurrage: 2 hours free; \$85.00 per hour thereafter Pump Charge: \$85.00 if needed Drop Tanker: \$500.00 per month (30 days); \$125.00 per week thereafter if needed		

BIDDER: Hunt Refining Company, Inc.		
Item Description	FOB Picked up by Baldwin County (Price per Gallon)	FOB Delivered to Baldwin County (Price per Gallon)
CRS-2 - Estimated quantity of 5,000 gallons	\$1.95	\$2.15
Supply Location: 835 Cochrane Causeway, Mobile, Alabama 36610		
Exceptions: NONE		

BIDDER: Vulcan Asphalt Refining Corp.		
Item Description	FOB Picked up by Baldwin County (Price per Gallon)	FOB Delivered to Baldwin County (Price per Gallon)
CRS-2 - Estimated quantity of 5,000 gallons	\$1.89	\$2.40
Supply Location: 4215 Riverview Road, Cordova, Alabama 35550		
Exceptions: NONE		



Baldwin County Commission

Agenda Action Form

File #: 21-0680, **Version:** 1

Item #: BE4

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-14 - Purchase and Installation of Chiller Controls at the Central Annex II Building for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the purchase and installation of chiller controls at the Central Annex II building to the lowest bidder meeting the bid specifications, **Walters Controls, Inc.**, in the amount of **\$42,745.00** with the work to be completed within sixty (60) days after issuance of the Notice to Proceed and authorize the Chairman to execute the contract.

BACKGROUND INFORMATION

Previous Commission action/date:

02/02/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the purchase and installation of chiller controls at the Central Annex II building 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 March 11, 2021 at 1:30 p. m. Seven (7) bids were received. Staff recommends the Commission award the bid for the purchase and installation of chiller controls at the Central Annex II building to the lowest bidder meeting the bid specifications, Walters Controls, Inc., as per the attached Award Listing. Bid Tabulation is attached for review.

FINANCIAL IMPACT

Total cost of recommendation: \$42,745.00

Budget line item(s) to be used: 10051555.52310

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: 04/06/2021

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 #WG21-14 AWARD LISTING

Purchase & Installation of Chiller Controls at the Central Annex II Building

BIDDER:	Walters Controls, Inc.	AL GC LIC. #: 21448
Supervisory Controller Make and Model:	Honeywell JACE 8100	
DDC Controller Make and Model:	Honeywell PUB6438SR/SIO4022	
VAV Make and Model:	Honeywell CVB4022AS-VAV1/U	
Amount Bid:	\$42,745.00	
Completion Time:	60 days after the Notice to Proceed	
Bid Bond:	YES	
Exceptions:	NONE	

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on February 2, 2021, the COUNTY authorized staff to solicit bids for the purchase and installation of chiller controls at the Central Annex II building 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 these 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: Walters Controls, Inc.

- 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 COUNTY 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: Walters Controls, Inc.
4916 Oak Circle Drive N.
Mobile, AL 36609
ATTN: Trent L. Walters

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 #WG21-14**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG21-14 – Purchase & Installation of Chiller Controls at the Central Annex II Building for the Baldwin County Commission”

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

- XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid As shown on “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 and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **sixty (60) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.

- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.
- XXVIII. The public works project which is the subject of this invitation to bid is funded 100% by County Funds.
- XXIX. Title 39/Code of Alabama Compliance. As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Sections 39-1-1, et seq., Code of Alabama (1975), as amended. More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:
- "(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion

of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . . §39-1-1(f) Code of Alabama (1975), as amended.

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of Alabama (1975), as amended.

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

PROVIDER:

Walters Controls, Inc.

_____/_____
By _____/Date

Its _____

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County and State, hereby
certify that _____ as _____ of Walters Controls, 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 Walters Controls,
Inc.

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

Notary Public
My Commission Expires

BID #WG21-14 RESPONSE FORM

Purchase & Installation of Chiller Controls for the Central Annex II Building

Page 1 of 2

Date: March 11, 2021

Out of State _____ or $\frac{X}{\text{No}}$ If yes, _____
Yes No Registration Number

Company Name: Walters Controls, Inc.

Address: 4916 Oak Circle Dr. N.
Mobile, AL 36609

Company Rep. Trent L. Walters
(Rep. Name Typed or Printed)

Position: Vice President

Email address: trent@walterscontrols.net

Phone: (251) 661-4416

Fax: (251) 661-4417

Alabama General Contractor's License Number 21448

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

Financing through another agency beside yourself or $\frac{X}{\text{No}}$
Yes

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

Financing Agency Authorized Signature

BID #WG21-14 RESPONSE FORM

Purchase & Installation of Chiller Controls for the Central Annex II Building

Page 2 of 2

Supervisory Controller Make and Model: Honeywell JACE 8100

DDC Controller Make and Model: Honeywell PUB6438SR / SIO4022

VAV Make and Model: Honeywell CVB4022AS-VAV1/U

Amount bid: \$ 42,745.00

Completion time: 60 Days after NTP

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

COMPETITIVE BID #WG21-14 BID TABULATION
Purchase & Installation of Chiller Controls at the Central Annex II Building

BIDDER:	Walters Controls, Inc.	AL GC LIC. #: 21448
Supervisory Controller Make and Model:	Honeywell JACE 8100	
DDC Controller Make and Model:	Honeywell PUB6438SR/SIO4022	
VAV Make and Model:	Honeywell CVB4022AS-VAV1/U	
Amount Bid:	\$42,745.00	
Completion Time:	60 days after the Notice to Proceed	
Bid Bond:	YES	
Exceptions:	NONE	

BIDDER:	Walters Controls, Inc. - Alternate Bid	AL GC LIC. #: 21448
Walters Controls, Inc. submitted an alternate bid proposal to upgrade the existing Honeywell control system to the newest Honeywell platform. The proposal includes the following:		
- Replacement of the main controllers for the air handlers and chiller plant		
- Integration of the fifty (50) existing Honeywell VAV controllers into the new energy management platform		
- Replacement of the two (2) air handler controllers and the chiller and pump controller		
- Purchase and installation of a new device providing remote access, graphics, schedules, alarms, etc.		
- 1 year warranty (beginning upon project completion) on all new and existing items		
- Training on the new system		
Amount Bid:	\$19,500.00	
Completion Time:	Not indicated	
Bid Bond:	YES	
Exceptions:	NONE	

BIDDER:	Air Specialty of South Alabama, Inc.	AL GC LIC. #: 84408
Supervisory Controller Make and Model:	Honeywell Web-8000 Tridium Niagara 4	
DDC Controller Make and Model:	Honeywell PUB6438SR	
VAV Make and Model:	Honeywell PVL4022AS	
Amount Bid:	\$57,204.00	
Completion Time:	30 - 60 days	
Bid Bond:	YES	
Exceptions:	NONE	

BIDDER:	Star Service, Inc. of Mobile	AL GC LIC. #: 37703
Supervisory Controller Make and Model:	Jene - PC8000	
DDC Controller Make and Model:	ASI Controls ASIC/3 - 9540	
VAV Make and Model:	ASI Controls ASIC/1 - 6100	
Amount Bid:	\$119,892.00	
Completion Time:	45 days	
Bid Bond:	YES	
Exceptions:	NONE	

BIDDER:	Trane U. S. Inc.	AL GC LIC. #: 20760
Supervisory Controller Make and Model:	Trane Tracer SC+	
DDC Controller Make and Model:	Trane Tracer UC600	
VAV Make and Model:	Trane Tracer UC210 VAV w/ Trane Damper Actuator	
Amount Bid:	\$84,967.00	
Completion Time:	3 weeks + shipping on materials (based on award date)	
Bid Bond:	YES	
Exceptions:	1. Control valves and isolation valves are excluded and assumed to be furnished and installed by Baldwin County Commission 2. Installation of thermowells for chilled water well sensors is excluded. 3. Any fire alarm work to existing fire alarm system is excluded. 4. BACnet integration of existing York YT Air-Cooled Chillers per scope of work document. These chillers are not BACnet but controls will be furnished and installed to allow for full functional control and visibility of each machine.	

BIDDER:	Johnson Controls, Inc.	AL GC LIC. #: 9025
Supervisory Controller Make and Model:	M4-SNE22000-0	
DDC Controller Make and Model:	CGM09090	
VAV Make and Model:	M4-CVM03050-ODDC	
Amount Bid:	\$56,906.00	
Completion Time:	Not indicated	
Bid Bond:	NO	
Exceptions:	Bid Bond was not included as is required by State Law; the bidder's Alabama General Contractor's License number was not listed on the outside of the bid envelope as was required by the bid specifications.	

BIDDER:	Johnson Controls, Inc. - Alternate Bid	AL GC LIC. #: 9025
Johnson Controls, Inc. submitted an alternate bid proposal that includes the items requested in the bid specifications and the following additions/upgrades:		
- Chilled water system: furnish and install start/stop, status relays for chilled water pumps, furnish and install chiller enable relays, furnish insertion temperature sensors, furnish isolation control valves, furnish and install necessary sensors, relays and interlock wiring to achieve sequences		
- Air handling system: furnish and install start/stop, status relays for supply fan, furnish and install duct temperature sensors, furnish cooling coil control valve, furnish and install freeze-stat, furnish OA airflow measuring station, furnish and install differential pressure sensor and switch, furnish damper's actuators for outside and return air, provide BACnet integration for each of the AFMS control panels		
- Rather than fifty (50) variable air volume without heating coil, furnish and install one (1) VAV without heating coil, twenty-four (24) VAV with one (1) heating state and twenty-five (25) VAV with two (2) heating stages		
- Add three (3) exhaust fans (EF-1, -4, -5) and two (2) exhaust fans (EF-6, -7)		
Amount Bid:	\$64,934.00	
Completion Time:	Not indicated	
Bid Bond:	NO	
Exceptions:	Bid Bond was not included as is required by State Law; the bidder's Alabama General Contractor's License number was not listed on the outside of the bid envelope as was required by the bid specifications.	



Baldwin County Commission

Agenda Action Form

File #: 21-0676, **Version:** 1

Item #: BE5

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG21-15 - Repairs to the Covered Area Roof of the Existing Baldwin County Household Waste Collection Facility located in Summerdale, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Do not rebid Competitive Bid #WG21-15 - Repairs to the "Covered Area" Roof of the existing Baldwin County Household Waste Collection Facility located in Summerdale, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date:

02/02/2021 meeting: 1) Approved the specifications and authorize the Purchasing Director to place a competitive bid for the repairs to the "Covered Area" Roof of the existing Baldwin County Household Waste Collection Facility located in Summerdale, 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 is advertised.

Background: Bids were scheduled to open on February 23, 2021 at 1:30 p.m. No bids were received. Staff is requesting that the Commission not rebid for these repairs. The Engineer and staff will contact several of the Counties on-call contractors to get quotes for the repairs using a Public Works Contract and bring to the Commission for approval.

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: 04/06/2021

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

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 #: 21-0675, **Version:** 1

Item #: BE6

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-16 - Provision of Erosion Control Materials for the Baldwin County Commission

STAFF RECOMMENDATION

Award Bid #WG21-16 - Provision of Erosion Control Materials as per the attached Award Listing for each category of headings to the lowest bidders, **Cleverdon Farms, Inc.** and **Evans & Company, Inc.**

BACKGROUND INFORMATION

Previous Commission action/date:

02/17/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Erosion Control Materials; 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 March 10, 2021 at 1:30 p.m. Two (2) bids were received. Staff recommends the Commission award the bid for each category of headings to the lowest bidders as per the attached Award Listing. Bid Tabulation is attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 04/06/2021

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 #WG21-16 - Provision of Erosion Control Materials

Award Listing - Solid Sod

Effective 4/6/2021 - 4/6/2022

BIDDER: Cleverdon Farms, Inc.			
Sod Type	Cuts	Price Bid per Square Yard Delivered	Price Bid per Square Yard Picked-up
Centipede	Block	1.70	1.50
Centipede	Mini Rolls	1.70	1.50
Centipede	30" Rolls	1.70	1.50
Bermuda/Tifton	Block	1.85	1.65
Bermuda/Tifton	Mini Rolls	1.85	1.65
Bermuda/Tifton	30" Rolls	1.85	1.65
Celebrations Bermuda	Block	No Bid	No Bid
Celebrations Bermuda	Mini Rolls	No Bid	No Bid
Celebrations Bermuda	30" Rolls	No Bid	No Bid
St. Augustine	Block	2.35	2.15
St. Augustine	Mini Rolls	No Bid	No Bid
St. Augustine	30" Rolls	2.35	2.15
Pick-up Location: Foley, Summerdale, Bon Secour			
Exceptions: 30" rolls are not available; prices bid are for 42" rolls which total 33.33 square yards per roll			

COMPETITIVE BID #WG21-16 - Provision of Erosion Control Materials

Award Listing - Grass Seeds

Effective 4/6/2021 - 4/6/2022

BIDDER: Evans & Company, Inc.				
Seed Type	Price Bid per Pound Delivered AREA 100	Price Bid per Pound Delivered AREA 200	Price Bid per Pound Delivered AREA 300	Price Bid per Pound Picked-up
Annual Ryegrass	0.70	0.70	0.70	0.70
Tall Fescue	1.90	1.90	1.90	1.90
Crimson Clover	1.20	1.20	1.20	1.20
Brown Top Millet	0.60	0.60	0.60	0.60
Unhulled Bermuda Grass	4.90	4.90	4.90	4.90
Hulled Bermuda Grass	7.00	7.00	7.00	7.00
Pensacola Bahia Grass	2.80	2.80	2.80	2.80
Centipede	20.00	20.00	20.00	20.00
Kentucky 31 Fescue	1.90	1.90	1.90	1.90
Weeping Lovegrass	7.90	7.90	7.90	7.90
Annual Lespedeza (Kobe)	2.20	2.20	2.20	2.20
PreMix Summer Seed Blend	2.15	2.15	2.15	2.15
<i>Crimson Clover 4.75%, Brown Top Millet 19%, Hulled Bermuda Grass 5%, Pensacola Bahia Grass 16%, Kentucky 31 Fescue 48%, Annual Lespedeza (Kobe) 2%</i>				
PreMix Winter Seed Blend	2.15	2.15	2.15	2.15
<i>Crimson Clover 9%, Gulf Rye 13%, Unhulled Bermuda Grass 9%, Pensacola Bahia Grass 9%, Kentucky 31 Fescue 50%</i>				
Pick-up Location: 7930 Zeigler Blvd, Mobile				
Exceptions: Annual Lespedeza (Kobe) is "Korean"				

COMPETITIVE BID #WG21-16 - Provision of Erosion Control Materials

Award Listing - Fertilizer

Effective 4/6/2021 - 4/6/2022

BIDDER: Evans & Company, Inc.		
Fertilizer Type	Price Bid per Pound Delivered	Price Bid per Pound Picked-up
13-13-13	0.27	0.27
10-10-10	No Bid	No Bid
8-8-8	0.25	0.25
Agricultural Lime (Bag)	0.16	0.16
Agricultural Lime (Bulk) - Price per Ton	No Bid	No Bid
Pick-up Location: 7930 Zeigler Blvd, Mobile		
Exceptions: None		

COMPETITIVE BID #WG21-16 - Provision of Erosion Control Materials**Award Listing - Silt Fence****Effective 4/6/2021 - 4/6/2022**

BIDDER: Evans & Company, Inc.				
Description	Product Bid	Price Bid Delivered	Price Bid Picked-up	Unit of Measure
Type "A" Silt Fence Kit	Mirafi 140N	0.89	0.89	Per Linear Foot
Type "B" Silt Fence Kit	SF 90	0.265	0.265	Per Linear Foot
6' C-Flex T Fencing	Tenax	1.20	1.20	Per Linear Foot
8' C-Flex T Fencing	Tenax	1.29	1.29	Per Linear Foot
Wattles (12 in.)	Straw	1.60	1.60	Per Linear Foot
Wattles (20 in.)	Straw	2.15	2.15	Per Linear Foot
Sediment Logs (12 in.)	Curlex	2.15	2.15	Per Linear Foot
Sediment Logs (20 in.)	Curlex	2.80	2.80	Per Linear Foot
Type S3 RECPs - 3 Month	A.E.C. S/N Straw	0.28	0.28	Per Square Yard
Type S3 RECPs - 12 Month	S/N Straw	0.28	0.28	Per Square Yard
Type S2 RECPs - 12 Month	D/N Straw	0.35	0.35	Per Square Yard
Type S1 RECPs - 24 Month	Curlex II	0.56	0.56	Per Square Yard
Type S1 RECPs - 36 Month	Curlex III	0.69	0.69	Per Square Yard
Type S1 RECPs - Perm	TRM V	1.95	1.95	Per Square Yard
Type C2 RECPs - 12 Month	D/N Straw	0.35	0.35	Per Square Yard
Type C2 RECPs - 24 Month	70/30 Straw/Coco.	0.55	0.55	Per Square Yard
Type C2 RECPs - 36 Month	Coconut	0.69	0.69	Per Square Yard
Type C6 RECPs - Perm	TRM V	1.95	1.95	Per Square Yard
Type C10 RECPs - Perm	TRM V	1.95	1.95	Per Square Yard
Sod Staples	No description provided	29.00	29.00	Per Box
Nonwoven Geotextile 4.0 oz/sy (Filter fabric)	Mirafi 140N	0.89	0.89	Per Square Yard
Nonwoven Geotextile 8.0 oz/sy (Filter fabric)	Mirafi 180N	1.46	1.46	Per Square Yard
Woven Geotextile (Filter fabric)	Mirafi 500X	0.60	0.60	Per Square Yard
Soil Slope Reinforcement Type 1	Mirafi 2XT	2.00	2.00	Per Square Yard
Soil Slope Reinforcement Type 2	Mirafi 5XT	2.10	2.10	Per Square Yard
Soil Slope Reinforcement Type 3	Mirafi 7XT	2.46	2.46	Per Square Yard
Soft Soil Reinforcements Type 1 "Geogrid"	BX11	1.20	1.20	Per Square Yard
Soft Soil Reinforcements Type 2 "Geogrid"	BX12	1.75	1.75	Per Square Yard
Soft Soil Reinforcements Type 3 "Geogrid"	BX15	3.50	3.50	Per Square Yard
Pick-up Location: 7930 Zeigler Blvd, Mobile				
Exceptions: None				

COMPETITIVE BID #WG21-16 - Provision of Erosion Control Materials
Award Listing - Articulating Concrete Block Mats
Effective 4/6/2021 - 4/6/2022

BIDDER: Evans & Company, Inc.			
Dimensions (H x W x L)	Type	Price Bid per Square Foot Delivered	Price Bid per Square Foot Picked-up
4.75 x 15.5 x 17.4	Open Cell	10.00	10.00
6.0 x 15.5 x 17.4	Open Cell	11.50	11.50
8.0 x 15.5 x 17.4	Open Cell	14.00	14.00
4.75 x 15.5 x 17.4	Closed Cell	10.50	10.50
6.0 x 15.5 x 17.4	Closed Cell	12.00	12.00
8.0 x 15.5 x 17.4	Closed Cell	15.00	15.00
Anchors (price per unit)		68.00	68.00
Pick-up Location: 7930 Zeigler Blvd, Mobile			
Exceptions: None			

COMPETITIVE BID #WG21-16 - Provision of Erosion Control Materials

Award Listing - Standard Flexamats

Effective 4/6/2021 - 4/6/2022

BIDDER: Evans & Company, Inc.		
Dimensions (L x W)	Price Bid per Square Foot Delivered	Price Bid per Square Foot Picked-up
8' x 30'	3.80	3.80
8' x 40'	3.80	3.80
8' x 50'	3.80	3.80
12' x 30'	3.80	3.80
12' x 40'	3.80	3.80
12' x 50'	3.80	3.80
16' x 30'	3.80	3.80
16' x 40'	3.80	3.80
16' x 50'	3.80	3.80
Anchors (price per unit)	3.80	3.80
Pick-up Location: 7930 Zeigler Blvd, Mobile		
Exceptions: None		

COMPETITIVE BID #WG21-16 - Provision of Erosion Control Materials
Bid Tabulation - Solid Sod

BIDDER: Cleverdon Farms, Inc.			
Sod Type	Cuts	Price Bid per Square Yard Delivered	Price Bid per Square Yard Picked-up
Centipede	Block	1.70	1.50
Centipede	Mini Rolls	1.70	1.50
Centipede	30" Rolls	1.70	1.50
Bermuda/Tifton	Block	1.85	1.65
Bermuda/Tifton	Mini Rolls	1.85	1.65
Bermuda/Tifton	30" Rolls	1.85	1.65
Celebrations Bermuda	Block	No Bid	No Bid
Celebrations Bermuda	Mini Rolls	No Bid	No Bid
Celebrations Bermuda	30" Rolls	No Bid	No Bid
St. Augustine	Block	2.35	2.15
St. Augustine	Mini Rolls	No Bid	No Bid
St. Augustine	30" Rolls	2.35	2.15
Pick-up Location: Foley, Summerdale, Bon Secour			
Exceptions: 30" rolls are not available; prices bid are for 42" rolls which total 33.33 square yards per roll			

BIDDER: Evans & Company, Inc.			
Sod Type	Cuts	Price Bid per Square Yard Delivered	Price Bid per Square Yard Picked-up
Centipede	Block	No Bid	No Bid
Centipede	Mini Rolls	No Bid	No Bid
Centipede	30" Rolls	No Bid	No Bid
Bermuda/Tifton	Block	No Bid	No Bid
Bermuda/Tifton	Mini Rolls	No Bid	No Bid
Bermuda/Tifton	30" Rolls	No Bid	No Bid
Celebrations Bermuda	Block	No Bid	No Bid
Celebrations Bermuda	Mini Rolls	No Bid	No Bid
Celebrations Bermuda	30" Rolls	No Bid	No Bid
St. Augustine	Block	No Bid	No Bid
St. Augustine	Mini Rolls	No Bid	No Bid
St. Augustine	30" Rolls	No Bid	No Bid
Pick-up Location: No Bid			
Exceptions: No Bid			

COMPETITIVE BID #WG21-16 - Provision of Erosion Control Materials

Bid Tabulation - Grass Seeds

BIDDER: Evans & Company, Inc.

Seed Type	Price Bid per Pound Delivered AREA 100	Price Bid per Pound Delivered AREA 200	Price Bid per Pound Delivered AREA 300	Price Bid per Pound Picked-up
Annual Ryegrass	0.70	0.70	0.70	0.70
Tall Fescue	1.90	1.90	1.90	1.90
Crimson Clover	1.20	1.20	1.20	1.20
Brown Top Millet	0.60	0.60	0.60	0.60
Unhulled Bermuda Grass	4.90	4.90	4.90	4.90
Hulled Bermuda Grass	7.00	7.00	7.00	7.00
Pensacola Bahia Grass	2.80	2.80	2.80	2.80
Centipede	20.00	20.00	20.00	20.00
Kentucky 31 Fescue	1.90	1.90	1.90	1.90
Weeping Lovegrass	7.90	7.90	7.90	7.90
Annual Lespedeza (Kobe)	2.20	2.20	2.20	2.20
PreMix Summer Seed Blend	2.15	2.15	2.15	2.15
<i>Crimson Clover 4.75%, Brown Top Millet 19%, Hulled Bermuda Grass 5%, Pensacola Bahia Grass 16%, Kentucky 31 Fescue 48%, Annual Lespedeza (Kobe) 2%</i>				
PreMix Winter Seed Blend	2.15	2.15	2.15	2.15
<i>Crimson Clover 9%, Gulf Rye 13%, Unhulled Bermuda Grass 9%, Pensacola Bahia Grass 9%, Kentucky 31 Fescue 50%</i>				
Pick-up Location: 7930 Zeigler Blvd, Mobile				
Exceptions: Annual Lespedeza (Kobe) is "Korean"				

BIDDER: Cleverdon Farms, Inc.

Seed Type	Price Bid per Pound Delivered AREA 100	Price Bid per Pound Delivered AREA 200	Price Bid per Pound Delivered AREA 300	Price Bid per Pound Picked-up
Annual Ryegrass	No Bid	No Bid	No Bid	No Bid
Tall Fescue	No Bid	No Bid	No Bid	No Bid
Crimson Clover	No Bid	No Bid	No Bid	No Bid
Brown Top Millet	No Bid	No Bid	No Bid	No Bid
Unhulled Bermuda Grass	No Bid	No Bid	No Bid	No Bid
Hulled Bermuda Grass	No Bid	No Bid	No Bid	No Bid
Pensacola Bahia Grass	No Bid	No Bid	No Bid	No Bid
Centipede	No Bid	No Bid	No Bid	No Bid
Kentucky 31 Fescue	No Bid	No Bid	No Bid	No Bid
Weeping Lovegrass	No Bid	No Bid	No Bid	No Bid
Annual Lespedeza (Kobe)	No Bid	No Bid	No Bid	No Bid
PreMix Summer Seed Blend	No Bid	No Bid	No Bid	No Bid
<i>Crimson Clover 4.75%, Brown Top Millet 19%, Hulled Bermuda Grass 5%, Pensacola Bahia Grass 16%, Kentucky 31 Fescue 48%, Annual Lespedeza (Kobe) 2%</i>				
PreMix Winter Seed Blend	No Bid	No Bid	No Bid	No Bid
<i>Crimson Clover 9%, Gulf Rye 13%, Unhulled Bermuda Grass 9%, Pensacola Bahia Grass 9%, Kentucky 31 Fescue 50%</i>				
Pick-up Location: No Bid				
Exceptions: No Bid				

COMPETITIVE BID #WG21-16 - Provision of Erosion Control Materials
Bid Tabulation - Fertilizer

BIDDER: Evans & Company, Inc.		
Fertilizer Type	Price Bid per Pound Delivered	Price Bid per Pound Picked-up
13-13-13	0.27	0.27
10-10-10	No Bid	No Bid
8-8-8	0.25	0.25
Agricultural Lime (Bag)	0.16	0.16
Agricultural Lime (Bulk) - Price per Ton	No Bid	No Bid
Pick-up Location: 7930 Zeigler Blvd, Mobile		
Exceptions: None		

BIDDER: Cleverdon Farms, Inc.		
Fertilizer Type	Price Bid per Pound Delivered	Price Bid per Pound Picked-up
13-13-13	No Bid	No Bid
10-10-10	No Bid	No Bid
8-8-8	No Bid	No Bid
Agricultural Lime (Bag)	No Bid	No Bid
Agricultural Lime (Bulk) - Price per Ton	No Bid	No Bid
Pick-up Location: No Bid		
Exceptions: No Bid		

COMPETITIVE BID #WG21-16 - Provision of Erosion Control Materials

Bid Tabulation - Silt Fence

BIDDER: Evans & Company, Inc.				
Description	Product Bid	Price Bid Delivered	Price Bid Picked-up	Unit of Measure
Type "A" Silt Fence Kit	Mirafi 140N	0.89	0.89	Per Linear Foot
Type "B" Silt Fence Kit	SF 90	0.265	0.265	Per Linear Foot
6' C-Flex T Fencing	Tenax	1.20	1.20	Per Linear Foot
8' C-Flex T Fencing	Tenax	1.29	1.29	Per Linear Foot
Wattles (12 in.)	Straw	1.60	1.60	Per Linear Foot
Wattles (20 in.)	Straw	2.15	2.15	Per Linear Foot
Sediment Logs (12 in.)	Curlex	2.15	2.15	Per Linear Foot
Sediment Logs (20 in.)	Curlex	2.80	2.80	Per Linear Foot
Type S3 RECPs - 3 Month	A.E.C. S/N Straw	0.28	0.28	Per Square Yard
Type S3 RECPs - 12 Month	S/N Straw	0.28	0.28	Per Square Yard
Type S2 RECPs - 12 Month	D/N Straw	0.35	0.35	Per Square Yard
Type S1 RECPs - 24 Month	Curlex II	0.56	0.56	Per Square Yard
Type S1 RECPs - 36 Month	Curlex III	0.69	0.69	Per Square Yard
Type S1 RECPs - Perm	TRM V	1.95	1.95	Per Square Yard
Type C2 RECPs - 12 Month	D/N Straw	0.35	0.35	Per Square Yard
Type C2 RECPs - 24 Month	70/30 Straw/Coco.	0.55	0.55	Per Square Yard
Type C2 RECPs - 36 Month	Coconut	0.69	0.69	Per Square Yard
Type C6 RECPs - Perm	TRM V	1.95	1.95	Per Square Yard
Type C10 RECPs - Perm	TRM V	1.95	1.95	Per Square Yard
Sod Staples	No description provided	29.00	29.00	Per Box
Nonwoven Geotextile 4.0 ox/sy (Filter fabric)	Mirafi 140N	0.89	0.89	Per Square Yard
Nonwoven Geotextile 8.0 ox/sy (Filter fabric)	Mirafi 180N	1.46	1.46	Per Square Yard
Woven Geotextile (Filter fabric)	Mirafi 500X	0.60	0.60	Per Square Yard
Soil Slope Reinforcement Type 1	Mirafi 2XT	2.00	2.00	Per Square Yard
Soil Slope Reinforcement Type 2	Mirafi 5XT	2.10	2.10	Per Square Yard
Soil Slope Reinforcement Type 3	Mirafi 7XT	2.46	2.46	Per Square Yard
Soft Soil Reinforcements Type 1 "Geogrid"	BX11	1.20	1.20	Per Square Yard
Soft Soil Reinforcements Type 2 "Geogrid"	BX12	1.75	1.75	Per Square Yard
Soft Soil Reinforcements Type 3 "Geogrid"	BX15	3.50	3.50	Per Square Yard
Pick-up Location: 7930 Zeigler Blvd, Mobile				
Exceptions: None				

*Cleverdon Farms, Inc. did not bid on this category

COMPETITIVE BID #WG21-16 - Provision of Erosion Control Materials
Bid Tabulation - Articulating Concrete Block Mats

BIDDER: Evans & Company, Inc.			
Dimensions (H x W x L)	Type	Price Bid per Square Foot Delivered	Price Bid per Square Foot Picked-up
4.75 x 15.5 x 17.4	Open Cell	10.00	10.00
6.0 x 15.5 x 17.4	Open Cell	11.50	11.50
8.0 x 15.5 x 17.4	Open Cell	14.00	14.00
4.75 x 15.5 x 17.4	Closed Cell	10.50	10.50
6.0 x 15.5 x 17.4	Closed Cell	12.00	12.00
8.0 x 15.5 x 17.4	Closed Cell	15.00	15.00
Anchors (price per unit)		68.00	68.00
Pick-up Location: 7930 Zeigler Blvd, Mobile Exceptions: None			

BIDDER: Cleverdon Farms, Inc.			
Dimensions (H x W x L)	Type	Price Bid per Square Foot Delivered	Price Bid per Square Foot Picked-up
4.75 x 15.5 x 17.4	Open Cell	No Bid	No Bid
6.0 x 15.5 x 17.4	Open Cell	No Bid	No Bid
8.0 x 15.5 x 17.4	Open Cell	No Bid	No Bid
4.75 x 15.5 x 17.4	Closed Cell	No Bid	No Bid
6.0 x 15.5 x 17.4	Closed Cell	No Bid	No Bid
8.0 x 15.5 x 17.4	Closed Cell	No Bid	No Bid
Anchors (price per unit)		No Bid	No Bid
Pick-up Location: No Bid Exceptions: No Bid			

COMPETITIVE BID #WG21-16 - Provision of Erosion Control Materials
Bid Tabulation - Standard Flexamats

BIDDER: Evans & Company, Inc.		
Dimensions (L x W)	Price Bid per Square Foot Delivered	Price Bid per Square Foot Picked-up
8' x 30'	3.80	3.80
8' x 40'	3.80	3.80
8' x 50'	3.80	3.80
12' x 30'	3.80	3.80
12' x 40'	3.80	3.80
12' x 50'	3.80	3.80
16' x 30'	3.80	3.80
16' x 40'	3.80	3.80
16' x 50'	3.80	3.80
Anchors (price per unit)	3.80	3.80
Pick-up Location: 7930 Zeigler Blvd, Mobile		
Exceptions: None		

BIDDER: Cleverdon Farms, Inc.		
Dimensions (L x W)	Price Bid per Square Foot Delivered	Price Bid per Square Foot Picked-up
8' x 30'	No Bid	No Bid
8' x 40'	No Bid	No Bid
8' x 50'	No Bid	No Bid
12' x 30'	No Bid	No Bid
12' x 40'	No Bid	No Bid
12' x 50'	No Bid	No Bid
16' x 30'	No Bid	No Bid
16' x 40'	No Bid	No Bid
16' x 50'	No Bid	No Bid
Anchors (price per unit)	No Bid	No Bid
Pick-up Location: No Bid		
Exceptions: No Bid		



Baldwin County Commission

Agenda Action Form

File #: 21-0719, **Version:** 1

Item #: BE7

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG21-21 - Pre-event Debris Removal and Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County 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 Pre-Event Debris Removal & Disposal Services from the County Right-of-Ways within Unincorporated Baldwin County; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The current contract for the Debris Removal and Disposal Services for the County Right-of-Ways will expire on May 23, 2021. This bid will be for a two (2) year period with the option for a twelve (12) month extension. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 04/06/2021

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

SPECIFICATIONS FOR BID #WG21-21

The Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (sometimes referred to herein as “County”), is requesting Bids to provide Disaster Debris Removal and Disposal Services following an event.

The Baldwin County Commission’s contract will be for debris removal and disposal services in the unincorporated areas of Baldwin County, Alabama, unless otherwise approved by the Baldwin County Commission.

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

PREPARATION OF BIDS

Forms furnished, or copies thereof, shall be used in strict compliance with requirements of the Invitation to Bid. These instructions and the general specifications for the Project are necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the proposed Contracts, including without limitation, local conditions, uncertainty of weather, quantities and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and quantity forms shall be suitably filled in.

BIDDER QUALIFICATIONS

The County may make such investigations as deemed necessary to determine the ability of the bidders to furnish all equipment and perform all work. The County reserves the right to reject bids from any bidder who by 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 and work contemplated therein.

NOW, THEREFORE, the BALDWIN COUNTY COMMISSION is requesting proposals from contractors to provide services reasonably necessary to ensure prompt removal and disposal of debris resulting from a disaster event as follows:

The Baldwin County Commission is requesting proposals from experienced firms to enter into pre-event contracts with the Baldwin County Commission at no immediate cost to the County for the following services. Contractors shall provide clean-up, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the County, pursuant to separate contracts, in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public property.

The County intends that the successful bidder(s), herein after **Contractor**, shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce through either grinding vegetative debris into chips/mulch or through open burning/air curtain incineration into ash. The Baldwin County Commission will determine the method to be used based on environmental considerations. The bid specifications are comprised of the following components:

- Scope of Services: Attachment 1
- Bid Schedule: Attachment 2
- Equipment Rate Schedule: Attachment 3
- Stump Conversion Table: Attachment 4

The following documents must be provided along with the Bid Schedule:

- 1) Past experience setting up, managing, and operating a disaster debris reduction site. (Last three disaster related jobs performed.)
- 2) A list of existing contracts with other Federal Agencies, States, Counties and Municipalities for similar work.
- 3) List of at least 3 references.
- 4) Certificates of insurance as required on page 28 and 29 of bid specifications.
- 5) List of company officials with contact numbers.
- 6) A letter from a minimum of one financial institution certifying the Contractor's ability to finance through current capital or credit capabilities a debris removal contract for an estimated one and half million cubic yards.
- 7) Attach a financial statement (**Balance Sheet, Profit and Loss Statement**) for the most recent fiscal year with the latest audited financial notes.
- 8) List of Equipment to provide evidence of responsibility and ability to timely perform the contract work under Performance Schedule in Section 8 of this contract. This will include written documentation of ownership or confirmed rental or other immediate access to the offered equipment and personnel designated by the contractor to be available for this contract.
- 9) List of proposed subcontractors and equipment to be used.
- 10) List of any contracts that have been canceled prematurely within the past 15 years and the reason why they were canceled.

ATTACHMENT 1

SCOPE OF SERVICES FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

1.0 GENERAL

- 1.1. The Baldwin County Commission is requesting bids from experienced firms to enter into pre-event contracts with the Baldwin County Commission at no immediate cost to the County for the following services. **Contractors** shall provide clean-up, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the County, in order to, without limitation, abate or mitigate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public property. All work under this contract shall conform to eligibility standards found in FEMA Public Assistance Program and Policy Guide, latest edition and the latest Disaster Assistance Policies.

The work to be undertaken includes, but is not limited to:

1.2 Emergency Road Clearance

- 1.3 Removal of debris from public rights of way, and from private property, as authorized by law and when approved by the County

- 1.4 Residual Debris that cannot be picked up by equipment shall be picked up and collected by hand and disposed of on a cubic yard basis in accordance with FEMA Recovery Policy RP9523.12.

1.5 Operation of Debris Management Site (DMS)

All DMS sites must be preapproved by the Baldwin County Commission and meet all local, state, and federal permits, including without limitation ADEM and FEMA Public Assistance Program and Policy Guide, latest edition. Flood Plains, wetlands, and subdivision areas shall be avoided.

- 1.6 Debris Disposal: Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations. **All debris shall be disposed in a Baldwin County maintained Landfill, unless authorized by the Baldwin County Commission in writing. The Contractor must have an account in good standing with the Baldwin County Solid Waste Department.**

- 1.7 Documentation and Inspections: Storm debris shall be subject to inspection by the County. Inspections will be to ensure compliance with the contract and applicable local, state and federal laws.

- 1.8 White goods: White goods will constitute items such as refrigerators, ranges, water heaters, air conditioners and other large household appliances.

1.9 Hazardous Stumps

1.10 Hazardous Trees

1.11 Clean Fill Dirt

- 1.12 Documentation and Recovery Process: **Contractor** will provide the following in addition to debris removal:

1.12.1 Recovery process documentation- create plan of action

1.12.2 Maintain documentation of recovery process

1.12.3 Provide written and oral status as requested by the County

- 1.12.4 Review documentation for accuracy and quantity
- 1.12.5 Assist in preparation of claim documentation

➤ These costs, for the documentation and recovery process, shall be included in the items in the pricing attachments (Attachments 1, 2, 3, and 4). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

2.0 SPECIAL PROVISION FOR DISASTER DEBRIS REMOVAL OPERATIONS

- 2.1 For the purpose of this contract and the activities generated by this contract, the term “rights-of-way” shall mean the traveled way and the area immediately adjacent (left and right) to the traveled roadway of all identified public access roads within the specified collection debris pickup zones, as well as private roads as authorized by statute 2002-130 and in accordance with FEMA Disaster Assistance Policy DAP 9523.13 when approved by the County. **Contractor** will *not* remove storm debris outside the obvious right-of-way.
- 2.2 The **Contractor** will *not* trim "hangers" or cut down any leaning trees and stumps under this contract without the expressed consent of the County.
- 2.3 The **Contractor** shall exercise care so as not to generate litter during the removal process. The **Contractor** shall clean up loose material in the rights-of-way. The **Contractor** shall be responsible for the repair of any collateral damages caused to private or public property.
- 2.4 The **County** reserves the right to direct the **Contractor** to, and Contractors shall, return and re-service designated locations within the pickup zone(s) at the same price per cubic yard rate as specified in the bid schedule.
- 2.5 Equipment Signage. Prior to commencing operations, the **Contractor** and all of Contractor's subcontractors shall affix to each piece of equipment, signs or markings indicating, respectively, the Contractor's and all such subcontractor's names and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.
- 2.6 The Baldwin County Commission desires that the **Contractor** maximize the use of *self-loading trucks* equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation. The use of hand loading trucks and/or trailers is prohibited except for the final cleanup where mechanical loading is not feasible.
- 2.7 The **Contractor** shall notify the Baldwin County Commission's or their representative of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor, on a daily basis.
- 2.8 No guarantee of minimum number of crews is implied or expressed and payment for services will only be made for actual work performed as required by the Baldwin County Commission.
- 2.9 Municipal Solid Waste (MSW) materials will not be removed from the rights-of-way under this contract, without the expressed consent of the County.
- 2.10 The Contractor will pay tipping fee at final disposal site(s) and back charge County at cost.

3.0 SPECIAL PROVISIONS FOR DISASTER DEBRIS DISPOSAL OPERATIONS

- 3.1 The County intent is that, without limitation, the successful bidder(s), herein after **Contractor**, shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce through either grinding vegetative debris into chips/mulch or through open burning/air curtain incineration into ash. The County Commission will determine the method to be used based on environmental considerations.
- 3.2 Inspection Tower: The **Contractor** shall construct and maintain inspection tower(s) at all debris disposal sites. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads at no cost to the county.
- 3.3 The **Contractor** shall make provisions for portable sanitary facilities to be provided and maintained at all inspection towers.
- 3.4 The Baldwin County Commission will provide to the **Contractor** potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials or equipment deemed necessary to operate the vegetative debris volume reduction site.
- 3.5 **Contractor** shall be responsible for establishing site layout for Debris Management Sites.
- 3.6 **Contractor** will be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures at all Debris Management Sites. The **Contractor** shall comply with all Federal, state, and local safety regulations.
- 3.7 Upon completion of the debris reduction process, the **Contractor** will clear the site of all mulch and non-burnable debris and restore the site to as near its pre-use condition as practical. A final environmental site evaluation shall be conducted, similar to the baseline study, to confirm that the site has been returned to its pre-activity state.
- 3.8 The **Contractor** shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal and local governments or agencies, or of any public utilities.
- 3.9 Site Considerations.
- 3.9.1 Debris Management Site Plan. The Contractor will provide a site operation plan for review and approval by the Baldwin County Commission prior to beginning work. At a minimum, the plan will address the following:
- Access to site
 - Shall acquire and pay expenses and costs for acquisition of site under Land Lease Agreement
 - Site management, to include point-of-contact, organizational chart, etc.
 - Traffic control procedures
 - Site security
 - Site safety
 - Site layout/segregation plan
 - Baseline Environmental Evaluation
 - Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
- 3.9.2 Site Preparation. The **Contractor** shall be responsible for preparing the site(s) to accept the debris, if required. Site preparation may include clearing, erosion control, grading, construction and maintenance of haul roads and entrances.

- 3.9.3 Utilities and Sanitation Facilities. The **Contractor** shall provide utility clearances and sanitation facilities, if needed. The Contractor shall protect existing structures at the sites and repair any damage caused by his operations at no additional cost to the Baldwin County Commission.
- 3.9.4 Site Security. The **Contractor** shall be responsible for installing site security measures and maintaining security for operations at the site.
- 3.9.5 Fire Protection. The **Contractor** shall manage the site to minimize the risk of fire.
- 3.9.6 Traffic Control. The **Contractor** shall be responsible for control of pedestrian and vehicular traffic in the work area. **Contractor** shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. As a minimum, one flag person shall be posted at each entrance to direct traffic to the site.
- 3.9.7 Debris Disposal. The **Contractor** must remove or arrange for the removal and final disposal of all debris brought to the debris reduction site. The **Contractor** shall be considered the owner of all debris brought to the vegetative debris volume reduction site.
- 3.9.8 Site Closure. The **Contractor** shall be responsible for the closure of all DMSs within 30 calendar days of notice from County of completion of all recovery and delivery activities hereunder. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to pre-work conditions. A final environmental site evaluation shall be conducted, similar to the baseline study, to confirm that the site has been returned to its pre-activity state. The site will be restored in accordance with all local, state, Federal and FEMA requirements as directed in FEMA Public Assistance Program and Policy Guide. The Contractor is responsible for the proper disposal of non-burnable debris and wood chips. The **Contractor** shall receive approval from the County as to the final acceptance of a site closure.

4.0 EQUIPMENT USE

- 4.1 The **Contractor** shall provide all equipment necessary for the performance of the services required herein. All equipment repairs, operating costs and mobilization shall be the responsibility of the **Contractor**.
- 4.2 All equipment must be in compliance with bid specifications and all applicable Federal, state, and local rules and regulations.
- 4.3 Equipment which is designated for use under this contract shall not be used for any other work during the working hours of this contract. The **Contractor** shall not solicit or perform work from private citizens or others to be performed in designated work areas during the duration of this contract. Under no circumstances will the **Contractor** mix debris hauled or processed for others with debris hauled or processed under this contract.
- 4.4 No debris will be allowed to accumulate or be stored on adjacent private property at any time, unless Contractor obtains prior approval from County.

5.0 PAYMENT

This contract payment schedule governs unless FEMA Regulations differ, at which time the latest FEMA regulations override said specifications in this contract.

- 5.1 Compensation will be based on completed load tickets for eligible debris administered and validated by the Baldwin County Commission's monitors based on the **Contractors** unit price hauled from the rights-of-way and/or improved public property.
- 5.2 Hauling of vegetative debris and /or C&D debris from rights-of-way and/or improved public property to a DMS will be paid for at the bid schedule per cubic rate based on the one-way distance traveled (0-15 one-way miles, 16-30 one-way miles, 31-60 one-way miles and + 60 one-way miles). The one-way mileage will be determined by the Baldwin County Commission. Payment will be based on the quantity of eligible debris, in cubic yards, recorded on the load ticket verified by the Baldwin County Commission's disposal site monitor.
- 5.3 Hauling reduced vegetative debris and/or C&D debris from Debris Management Site(DMS) to a permitted landfill site will be paid for at the bid schedule per cubic rate based on the one-way distance traveled (0-15 one-way miles, 16-30 one-way miles, 31-60 one-way miles or + 60 one-way miles). The one-way mileage will be determined by the Baldwin County Commission. Payment will be based on the quantity of eligible debris, in cubic yards, recorded on the load ticket verified by the Baldwin County Commission's disposal site monitor.
- 5.4 Electronic waste: Payment for this item shall be for the collection and disposal of common electronic devices such as televisions, computers, DVD players, VCR's, telephones, cell phones, copy machines, stereo equipment, video game consoles and other similar devices. Disposal shall be in accordance with all applicable state, federal, and local laws.
- 5.5 Payment for eligible stumps shall follow FEMA Public Assistance Program and Policy Guide, latest edition. Stumps less than or equal to 24 inches in diameter (measured 24 inches up from where the tree originally exited the ground), will be considered vegetative debris. Removal and disposed of these stumps using the same methods as other vegetative debris applying Attachment 4, Stump Conversion Table.
- 5.6 Debris Management Site Supervision: Debris volume reduction site operations will be paid based on the total cubic yards of eligible debris that are delivered to the volume reduction site for processing and disposal as recorded on load ticket validated by the County disposal site monitor.
- 5.7 Hazardous Trees and Limbs: For purposes herein, "hangers" shall mean tree limbs two inches or greater in diameter at the point of breakage and meeting the criteria set forth in FEMA Public Assistance Program and Policy Guide and pose an immediate threat to public health and safety in the discretion of the County. Leaning trees shall be greater than 6 inches in diameter (measured 4.5 feet above ground) and meet the criteria set forth in FEMA Public Assistance Program and Policy Guide and pose an immediate threat to public health and safety in the discretion of the County. The **County** will be responsible for directing the tree removal as related to right-of-way concerns. All hazardous tree and limb removals shall be handled in accordance with FEMA Public Assistance Program and Policy Guide. The resulting vegetative debris shall be paid for under the appropriate pay item.
- 5.8 Stump Fill dirt: Dirt as approved by Baldwin County Commission or its designee
- 5.9 Waterway Debris Removal: Removal of Debris from canals, rivers, creeks, streams, bays, and bayous. Payment for this item shall include the cost to remove the debris from the water and store at a temporary staging area. The Disposal of the wet debris from the temporary staging area to the final disposal site shall be paid for under the appropriate vegetative and C&D pay items.

- 5.10 Vehicle Removal: Payment for this item shall include loading, removal, disposal, and determination of ownership and all other work associated to remove a vehicle from the Right of Way of Baldwin County or improved public property.
- 5.11 Vessel Removal (Land and Marine): Payment for this item shall include recovery, loading, and determination of ownership and all other work associated to remove a vessel from the Right of Way of Baldwin County, waterways or improved public property.
- 5.12 White Good: Payment for this item shall include the cost to remove and dispose of eligible white goods in compliance with all applicable state, federal, and local laws. White goods are defined as appliances such as air conditioners, refrigerators, freezers, stoves, washers, dryers, hot water heaters, dishwashers, etc.
- 5.13 Freon Management: Payment for this item shall include the cost to appropriately capture and dispose of the Freon in accordance with all applicable state, federal, and local laws.

6.0 Contract Termination

- 6.1 The Baldwin County Commission shall have the right to terminate their contract or a part thereof at any time, in the event:
 - 6.1.1 Circumstances arise making it desirable in the public interest to void the contract.
 - 6.1.2 The **Contractor** is not adequately complying with the specifications.
 - 6.1.3 Proper techniques are not being followed by Contractor.
 - 6.1.4 The **Contractor** refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity.
 - 6.1.5 The **Contractor**, in the judgment of the Baldwin County Commission, is unnecessarily or willfully delaying the performance and completion of the work.
 - 6.1.6 The **Contractor** refuses to proceed with work when and as directed by the Baldwin County Commission.
 - 6.1.7 The **Contractor** abandons the work.
 - 6.1.8 The **Contractor** employs **any** subcontractor on the Federal debarred listing.
 - 6.1.9 This Contract may be terminated by the Baldwin County Commission without cause upon written notice to the Contractor.

7.0 Excluded items in this contract

- 7.1 Municipal Solid Waste (MSW). The following items are examples of MSW material:
 - Any solid waste including garbage (putrescible animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and excepting such materials that may be serviced by garbage grinders and handled as household sewage) and trash derived from households, including, but not limited to, single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, parks, campgrounds, picnic grounds, and day-use recreation areas.

8.0 PERFORMANCE SCHEDULE

- 8.1 At the Commission's request, the apparent responsible bidder(s) will meet with the Baldwin County Commission Staff to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.
- 8.2 The **Contractor** shall begin preparation for mobilization immediately after Notice to Proceed and be operational within 48 hours after Notice to Proceed.

- 8.3 The **Contractor** is required to grind a minimum of 200 cubic yards per hour per grinder with 4 hours of down time for service per 24 hours. The minimum required reduction/disposal rate shall be achieved no later than 96 hours after receipt of Notice to Proceed.
- 8.4 All work, including environmental evaluation and site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the Baldwin County Commission that all pickup and delivery of debris has been completed, unless the County initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law
- 8.5 Unless directed otherwise by the Baldwin County Commission, the **Contractor** shall conduct volumetric reduction operations 18 hours per day, 7 days per week. Hauling of debris from rights-of-way and public property will be limited to day-light hours, 7 days per week.

9.0 CONTRACTOR PETROLEUM, OIL, LUBRICANT (POL) SPILLS

- 9.1 The **Contractor** shall be responsible for immediately reporting to the Baldwin County Commission, and cleaning up all petroleum, oil or lubricant (POL) spills caused by the **Contractor's** operations at no additional cost to the Baldwin County Commission. Contractor shall be responsible for, and shall hold County harmless from and against, all related costs of containment, clean up, claims, and regulatory fines and penalties.

10.0 OTHER CONSIDERATIONS

- 10.1 The **Contractor** shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the **Contractors** personnel and equipment is the responsibility of the **Contractor**. Additionally, the **Contractor** shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of the contracts.
- 10.2 The **Contractor** must be duly licensed in accordance with the State of Alabama statutory and regulatory requirements to perform the work. The **Contractor** shall obtain all permits necessary to complete the work. The **Contractor** shall be responsible for determining what permits are necessary to perform under the contracts. Copies of all permits shall be submitted to the Baldwin County Commission.
- 10.3 The **Contractor** shall be responsible for correcting any notices of violations issued as a result of the Contractors' or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Baldwin County Commission.
- 10.4 The **Contractor** shall be responsible for paying any and all costs associated with violations of law or regulation relative to his/her activities. Such costs might include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; and third-party claims imposed on the Baldwin County Commission by any regulatory agency or by any third party as a result of noncompliance with Federal or local environmental laws and regulations or nuisance statutes by **Contractor**, his/her Subcontractors, or any other persons, corporations or legal entities retained by the **Contractor** under the contracts.
- 10.5 Meetings. The **Contractor** must attend any and all meetings required by the Baldwin County Commission.
- 10.6 Quality Assurance. The **Contractor** must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements of the contracts.
- 10.7 No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Baldwin County Commission. Under no

circumstances shall the Contractor cause or allow the accumulation of brush, limbs, cut trunks/logs or other debris on a right-of-way in such a manner as to result in a hazard to the public.

- 10.8 The selected **Contractor** is legally responsible for damage to public and/or private property, and injury (including death) to persons, while performing the duties outlined in these specifications (See Insurance Requirements on Page 26 and 27 herein).
- 10.9 Any damage to public and/or private property, or injury (including death) to persons, shall be reported to the Baldwin County Commission immediately following its occurrence.
- 10.10 The selected **Contractor** shall erect proper barricades, signs and warning devices as necessary, for sidewalk and traffic closure/control when doing debris removal operations.
- 10.11 The Baldwin County Commission shall have the right to require the selected **Contractor** to redo any work that is not done satisfactorily and in accordance with the specifications and/or standards stated.
- 10.12 Such work needing to be redone shall be performed promptly and at no additional cost to the Baldwin County Commission.
- 10.13 Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.
- 10.14 The selected **Contractor** is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of the selected **Contractor**, such property shall be restored by the **Contractor**, or Contractor shall cause such restoration to be done, at his expense, to a condition similar or equal to that existing before such damage or injury, or he/she shall repair such damage in a manner acceptable to the Baldwin County Commission.
- 10.15 Whenever electric or telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the selected **Contractor**, the proper authorities of the utilities involved, or property owner involved, shall be consulted by the selected **Contractor** prior to performing any work activity and all requested reasonable precautions by any such authority or persons shall be complied with.
- 10.16 The selected **Contractor** shall contact all Utilities, to determine the location of underground utilities (i.e. gas, electric, telephone, cable television) that may be impacted 48 hours before commencement of related debris operations.
- 10.17 All motor vehicles and other major equipment used by the selected **Contractor** to do work shall be clearly identified with the name of their company.
- 10.18 Safety of the **Contractors** personnel and equipment is the responsibility of the **Contractor**. Additionally, the **Contractor** shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.
- 10.19 The **Contractor** shall be responsible for correcting any notices of violations issued as a result of the **Contractors** actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Baldwin County Commission.

11.0 CONTRACT AWARD

11.1 The Baldwin County Commission reserves the rights to award one or more contracts based upon the amount of anticipated work needing to be done. Awards under this solicitation will be made to responsive, qualified, and responsible bidders giving consideration to bid price, expertise/experience of personnel comprising crew(s), type of equipment used, and number of crews available from each bidder, past performance and financial stability.

11.2 Determination for the purposes of award shall be made on the basis of, without limitation, the most qualified bidder as it related to Past Performance, Financial Stability and Pricing. A selection committee of Baldwin County staff will evaluate the bid proposals and rate them on a 1to5 scale for (past performance and financial stability) and 1to10 scale for (pricing) with one (1) – Low Ranking and a ten (10) – High Ranking. The selection criteria will hold the following weights:

Bid Price – 40%, Past Performance – 30%, Financial Stability – 30%

Bid Price will be evaluated on estimated quantities and ranked based on Total Price as shown above:

SCALE	1	2	3	4	5	6	7	8	9	10
	High Price								Lowest Price	

Past Performance will be evaluated based on past experience with large debris removal and disposal services projects on the following Scale:

SCALE	1	2	3	4	5
	No Experience with Large Volume Debris Project (2,000,000 veg. CY)		Some Experience with Large Volume Debris Projects (2,000,000 veg. CY)		A lot of Experience with Large Volume Debris Projects (2,000,000 veg. CY)

Financial Stability will be evaluated based on the current credit capabilities of the bidder along with a copy of your current financial statement (Balance Sheet, Profit and Loss Statement) for the most recent fiscal year with the latest audited financial notes.

SCALE	1	2	3	4	5	6	7	8	9	10
	0-10 Million Dollars		10-50 Million Dollars		50-75 Million Dollar		> 75 Million Dollars			

11.3 Prior to award, bidders shall be required to provide evidence of responsibility and ability to timely perform the contract work. This will include the requirement to provide written documentation of ownership or confirmed rental or other immediate access to the offered equipment and personnel designated by the **Contractor** to be available for this contract.

11.4 A list of required documents to be submitted with the bid schedule can be found on page 7 and page 38 of this package.

12.0 ADMINISTRATOR

12.1 The Baldwin County Commission or their designee will be the Contract Administrators for the contracts.

13.0 STANDARDS OF PERFORMANCE

13.1 Contractor Representative:

The **Contractor** shall have a knowledgeable and responsible Representative report to the **County's** designated Contract Representative within 24 hours following the execution of this Contract. The **Contractor** Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the **Contractors** General Operations Plan. If requested by the County, a Contractor Representative may be required to be present at the Emergency Operations Center (EOC) prior to the anticipated landfall of a storm event.

13.2 Mobilization Schedule:

When the written Notice to Proceed has been received by the **Contractor** and/or the on-site **Contractor** Representative, the Contractor shall mobilize a minimum of 50% of the required resources within 48 hours of receipt and 100% of the required resources within 96 hours of receipt to commence and conduct these contracted services.

13.3 Payment and Performance Bonds:

Contractor shall provide payment and performance bonds upon activation of the contracts. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13.4 Time to Complete:

The **Contractor** shall complete all directed work as set out herein. An estimated time for completion will be determined once extent of damage has been determined and in accordance with the Contract.

13.5 Completion of Work:

The **Contractor** shall be responsible for removal of all debris up to the point where remaining debris can only, in the discretion of County, be described as storm litter and additional collection can only be accomplished by the use of hand labor. Debris Operations using hand loaded trucks and trailers shall be done in accordance with FEMA Public Assistance Program and Policy Guide, latest edition.

13.6 Extensions (optional):

In as much as this is a "time is of the essence" based Contract the commencement of contracted services will be as set out in Section 8.0. If the completion of this Contract is delayed by actions of the **County**, then and in such event, the time of completion of the Contracts shall be extended for such additional time within which to complete the performance of the Contracts as is required by such delay. The Contracts may be extended by mutual consent of both the **County** and the **Contractor** for reasons of additional time, additional services and/or additional areas of work.

13.7 Term of Contract:

A twenty-four (24) month contract will be established to begin on the date that the County makes the award with an option to extend for one twelve (12) month period, or until such time that a new contract can be bid and awarded. Any additional extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of the County and the Contractor no later than thirty (30) days prior to the expiration of the original contracts.

14.0 GENERAL RESPONSIBILITIES

14.1 Other Agreements:

The **County** may be required to enter into agreements with Federal, State and/or local agencies for disaster relief. The **Contractor** agrees to be bound by the terms and conditions of such agreements.

14.2 County Obligations:

The **County** shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed. A representative will be designated by the **County** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice to Proceed. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

14.3 Conduct of Work:

The **Contractor** shall be responsible for planning and conducting all operations in a professional, satisfactory workmanship manner. The **Contractor** shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County** Representative. The Contractor shall have and require strict compliance with the Alabama Code of Ethics.

14.4 Supervision:

The **Contractor** will supervise and/or direct all contracted services. The **Contractor** is solely responsible for the means, methods, techniques, safety program and procedures. The **Contractor** will employ and maintain on all work sites a qualified supervisor who shall have full authority to act on behalf of the **Contractor** and all communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the **Contractor**.

14.5 Damages:

The **Contractor** shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. **Contractor** shall also be responsible for any damages due to the negligence of its employees and subcontractors.

14.6 Other Contractor:

The **Contractor** shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. Contractor shall strive to coordinate recovery activities with other contractors to the extent practicable.

14.7 Ownership of Debris:

All debris shall become the property of the **Contractor** for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods, electronic waste, vessels, vehicles and freon.

15.0 GENERAL TERMS AND CONDITIONS

15.1 Geographic Assignment:

The geographic boundary for work by the **Contractors** crews shall be as directed by the **County** and will be limited generally to their respective legal boundaries.

15.2 Multiple, Scheduled Passes (optional):

The **Contractor** shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

15.3 Operation of Equipment:

The **Contractor** shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW, unless otherwise directed by the **County**.

15.4 Certification of Load Carrying Capacity:

Prior to any vehicle being placed in service for purposes herein, the **Contractor** and all of its subcontractors shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and **Contractor** Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

15.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a **Contractor** approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

15.6 Security of Debris during Hauling:

The **Contractor** shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the **Contractor** shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As reasonably necessary, the **Contractor** will survey the primary routes used by the **Contractor** and recover fallen or blown debris from the roadway(s).

15.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The **Contractor** is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The **Contractor** shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the County and is coordinated with appropriate departments. Traffic control is the responsibility of the **Contractor** and shall be accomplished with all traffic codes.

15.8 Workdays/Hours:

The **Contractor** may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 18 hours a day, seven days per week. Adjustments to workdays and/or work hours shall be as directed by the **County** following consultation and notification to the **Contractor**.

15.9 Stumps:

All hazardous/eligible stumps identified by the **County** will be extracted, loaded, transported and disposed of or ground in accordance with FEMA Public Assistance Program and Policy Guide, latest edition.

15.10 Tree Removal:

All hazardous/eligible incident damaged trees identified by the **County** shall be addressed in accordance with FEMA Public Assistance Program and Policy Guide, latest edition. For trees that have 50 percent or more of the root-ball exposed, the tree and root-ball shall be removed as one unit. Removal of a tree with root-ball shall be paid for as one pay item and shall not be paid for using two separate unit costs.

15.11 Utilizing Local Resources:

The **Contractor** shall, to every extent possible, give priority to utilizing resources within the **County**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

15.12 Work Safety:

The **Contractor** shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The **Contractor** will provide such safety equipment, training and supervision as may be required by the **County** and all applicable laws, rules and regulations. The Contractor shall ensure that its subcontracts contain a similar safety provision.

15.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

15.14 The term “**Government**” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

16.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

16.1 Accountable Debris Load Forms:

The county or it's monitoring consultant reserves the right to use an electronic ticket accounting system. If any additional cost to the contractor is incurred, that cost will be equitably negotiated by both the County and the Contractor.

If the **County** does not choose to use an electronic ticket accounting system, it will provide a serialized debris reporting ticket(s) that will serve as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

16.2 Reports:

The **Contractor** shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

16.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The **Contractor** will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the **Contractors** operations.

16.2.2 Weekly Summaries:

A summary of all information contained in daily reports in a format required by the **County**.

16.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the **Contractor**.

16.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the **County**, the **Contractor** shall prepare and submit a detailed description of all debris management activities to include, but not limited to, the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **County** and any other governmental agency.

Subject to the terms of the Contract, final payment shall be made as follows:

The Contractor, immediately after the completion of the contract for **each event**, shall give notice of said completion by an advertisement in some newspaper of general circulation within the city or county, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the County. A five (5%) retainage shall be withheld and shall be released after expiration of 30 days after the completion of the required advertisement.

16.3 Additional Supporting Documentation:

The **Contractor** shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may be required by the **County** and/or Government to support requests for debris project reimbursement from external funding sources.

16.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The **Contractor** will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than five (5) years.

16.5 Contract File Maintenance:

The **Contractor** will maintain the Contracts and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **County**.

17.0 UNIT PRICES and PAYMENTS

DEBRIS REMOVAL AND DISPOSAL

Item	Description of Service	**Estimated Quantities	Unit	Unit Price
1	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 0-15 one-way miles	600,000	CY	
2	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 16-30 one-way miles	600,000	CY	
3	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 31-60 one-way miles	300,000	CY	
4	Remove Vegetative Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site +60 one-way miles	100,000	CY	
5	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 0-15 one-way miles	200,000	CY	
6	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 16-30 one-way miles	200,000	CY	
7	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site 31-60 one-way miles	100,000	CY	
8	Remove C&D Debris from Public Property (Right-of-Way) and Hauling to Debris Management Site +60 one-way miles	50,000	CY	
9	Remove Vegetative Debris from Public Property (Parks, Facilities other than Right-of-Way, Etc...) and Hauling to Debris Management Site 0-15 one-way miles	10,000	CY	
10	Remove Vegetative Debris from Public Property (Parks, Facilities other than Right-of-Way, Etc...) and Hauling to Debris Management Site 16-30 one-way miles	10,000	CY	
11	Remove Vegetative Debris from Public Property (Parks, Facilities other than Right-of-Way, Etc...) and Hauling to Debris Management Site 31-60 one-way miles	10,000	CY	

12	Remove Vegetative Debris from Public Property (Parks, Facilities other than Right-of-Way, Etc...) and Hauling to Debris Management Site +60 one-way miles	10,000	CY	
13	Remove C&D Debris from Public Property (Parks, Facilities other than Right-of-Way, Etc...) and Hauling to Debris Management Site 0-15 one-way miles	5,000	CY	
14	Remove C&D Debris from Public Property (Parks, Facilities other than Right-of-Way, Etc...) and Hauling to Debris Management Site 16-30 one-way miles	5,000	CY	
15	Remove C&D Debris from Public Property (Parks, Facilities other than Right-of-Way, Etc...) and Hauling to Debris Management Site 31-60 one-way miles	5,000	CY	
16	Remove C&D Debris from Public Property (Parks, Facilities other than Right-of-Way, Etc...) and Hauling to Debris Management Site +60 one-way miles	5,000	CY	
17	Haul Reduced Debris from Debris Management Site to Final Disposal Site 0-15 one-way miles	150,000	CY	
18	Haul Reduced Debris from Debris Management Site to Final Disposal Site 16-30 one-way miles	150,000	CY	
19	Haul Reduced Debris from Debris Management Site to Final Disposal Site 31-60 one-way miles	50,000	CY	
20	Haul Reduced Debris from Debris Management Site to Final Disposal Site +60 one-way miles	50,000	CY	
21	Debris Management Site Supervision	1,500,000	CY	
22	Processing (Grinding or Compaction of) of Vegetative Debris at DMS	1,500,000	CY	
23	Processing (Grinding or Compaction of) of C&D/Mixed Debris at DMS	100,000	CY	
24	Processing (Open Burning) of Debris at DMS	100,000	CY	
25	Processing (Burning) of Debris at DMS using Air Curtain Incinerators	100,000	CY	

26	Hazardous Tree removal 6"-12" trunk diameter (Right-of-Way)	1,000	EACH	
27	Hazardous Tree removal 6"-12" trunk diameter (Parks, Facilities other than Right-of-Way, Etc...)	50	EACH	
28	Hazardous Tree removal 6"-12" trunk diameter with root-ball attached (Right-of-Way)	1,000	EACH	
29	Hazardous Tree removal 6"-12" trunk diameter with root-ball attached (Parks, Facilities other than Right-of-Way, Etc...)	50	EACH	
30	Hazardous Tree removal 13"-24" trunk diameter (Right-of-Way)	1,000	EACH	
31	Hazardous Tree removal 13"-24" trunk diameter (Parks, Facilities other than Right-of-Way, Etc...)	50	EACH	
32	Hazardous Tree removal 13"-24" trunk diameter with root-ball attached (Right-of-Way)	1,000	EACH	
33	Hazardous Tree removal 13"-24" trunk diameter with root-ball attached (Parks, Facilities other than Right-of-Way, Etc...)	50	EACH	
34	Hazardous Tree removal 25"-36" trunk diameter (Right-of-Way)	1,000	EACH	
35	Hazardous Tree removal 25"-36" trunk diameter (Parks, Facilities other than Right-of-Way, Etc...)	50	EACH	
36	Hazardous Tree removal 25"-36" trunk diameter with root-ball attached (Right-of-Way)	1,000	EACH	
37	Hazardous Tree removal 25"-36" trunk diameter with root-ball attached (Parks, Facilities other than Right-of-Way, Etc...)	50	EACH	
38	Hazardous Tree removal 37"-48" trunk diameter (Right-of-Way)	500	EACH	
39	Hazardous Tree removal 37"-48" trunk diameter (Parks, Facilities other than Right-of-Way, Etc...)	50	EACH	
40	Hazardous Tree removal 37"-48" trunk diameter with root-ball attached (Right-of-Way)	500	EACH	
41	Hazardous Tree removal 37"-48" trunk diameter with root-ball attached (Parks, Facilities other than Right-of-Way, Etc...)	50	EACH	
42	Hazardous Tree removal > 49" trunk diameter (Right-of-Way)	500	EACH	
43	Hazardous Tree removal > 49" trunk diameter (Parks, Facilities other than Right-of-Way, Etc...)	50	EACH	

44	Hazardous Tree removal > 49" trunk diameter with root-ball attached (Right-of-Way)	500	EACH	
45	Hazardous Tree removal > 49" trunk diameter with root-ball attached (Parks, Facilities other than Right-of-Way, Etc...)	50	EACH	
46	Trees with Hazardous Limbs > 2" (Right-of-Way)	2,000	EACH	
47	Trees with Hazardous Limbs > 2" (Parks, Facilities other than Right-of-Way, Etc...)	100	EACH	
48	Hazardous Stumps 24" - 36" diameter (Right-of-Way, Parks, and Other Public Facilities) (Extract or Grind in Place)	1,000	EACH	
49	Hazardous Stumps 37" - 48" diameter (Right-of-Way, Parks, and Other Public Facilities) (Extract or Grind in Place)	1,000	EACH	
50	Hazardous Stumps + 49" diameter (Right-of-Way, Parks, and Other Public Facilities) (Extract or Grind in Place)	1,000	EACH	
51	Stump Fill Dirt	1,000	CY	
52	Waterway Debris Removal – From Land	50,000	CY	
53	Waterway Debris Removal – From Water	100,000	CY	
54	Vehicle Removal	20	Each	
55	Vessel Removal (land)	1000	LF	
56	Vessel Removal (marine)	1000	LF	
57	White Good	1,000	Each	
58	Freon Management	200	Each	
59	Electronic Waste	1,000	Each	

60	Pick up and Haul Household Hazardous Waste	1,000	LBS	
61	Push and Stacking/Stockpiling of Mulch at FDS	1,500,000	CY	

- 1. The Contractor will pay tipping fees at final disposal site(s) and back charge County at cost.**
- 2. The Contractor must have an account in good standing with the Baldwin County Solid Waste Department.**

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple (or equivalent)	Hour	\$
JD 644 Wheel-Loader with debris grapple (or equivalent)	Hour	\$
Extendaboom Forklift with debris grapple (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with debris grapple (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with bucket (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with street sweeper (or equivalent)	Hour	\$
30 - 50 HP Farm Tractor with box blade or rake (or equivalent)	Hour	\$
2 - 2 1/2 cu. yd. Articulated Loader with bucket (or equivalent)	Hour	\$
3 - 4 cu. yd. Articulated Loader with bucket (or equivalent)	Hour	\$
JD 648E Log Skidder, or equivalent (or equivalent)	Hour	\$
CAT D4 Dozer (or equivalent)	Hour	\$
CAT D6 Dozer (or equivalent)	Hour	\$
CAT D8 Dozer (or equivalent)	Hour	\$
CAT125 - 140 HP Motor Grader (or equivalent)	Hour	\$
JD 690 Trackhoe with debris grapple (or equivalent)	Hour	\$
JD 690 Trackhoe with bucket & thumb (or equivalent)	Hour	\$
Rubber Tired Trackhoe with debris grapple (or equivalent)	Hour	\$
JD 310 Rubber Tire Backhoe with bucket and hoe (or equivalent)	Hour	\$
Rubber Tired Excavator with debris grapple (or equivalent)	Hour	\$
210 Prentiss Knuckleboom with debris grapple (or equivalent)	Hour	\$
Self-Loader Scraper Cat 623 or equivalent (or equivalent)	Hour	\$
Hand Fed Debris Chipper (or equivalent)	Hour	\$
300 - 400 Tub Grinder (or equivalent)	Hour	\$
800 -1,000 HP Diamond Z Tub Grinder (or equivalent)	Hour	\$
30 Ton Crane (or equivalent)	Hour	\$
50 Ton Crane (or equivalent)	Hour	\$
100 Ton Crane (8 hour minimum) (or equivalent)	Hour	\$
40 - 60' Bucket Truck (or equivalent)	Hour	\$
Service Truck (or equivalent)	Hour	\$
Water Truck (or equivalent)	Hour	\$
Portable Light Plant (or equivalent)	Hour	\$
Equipment Transports (or equivalent)	Hour	\$
Pickup Truck, unmanned (or equivalent)	Hour	\$
Self-loading Dump Truck with knuckleboom and debris grapple (or equivalent)	Hour	\$
Single Axle Dump Truck, 5 - 12 Cu. Yd. (or equivalent)	Hour	\$
Tandem Dump Truck, 16 - 20 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 24-40 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 41-60 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 61 - 80 Cu. Yd. (or equivalent)	Hour	\$
Power Screen (or equivalent)	Hour	\$
Stacking Conveyor (or equivalent)	Hour	\$

17.1 Billing Cycle:

The **Contractor** shall invoice the **County** on a **30-day** basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual **cubic yardage** for each load of debris or itemized stumps will support all invoices.

17.2 Payment Responsibility:

The **COUNTY** shall be responsible for the payment of any costs or expenses it requests or incurs for services provided in Baldwin County pursuant to its contract with the successful bidder.

The **County** agrees to accept the **Contractors** invoice(s) and supporting documentation as set out in this Contract and process said invoices for payment within **30** business days. The **County** will advise the **Contractor** within ten (10) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

17.3 Ineligible Work:

The **Contractor** will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps determined by the **County** and/or Government to be ineligible debris.

17.3.1 Eligibility Inspections:

The **Contractor** and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 7.0 of this Contract.

17.3.2 Eligibility Determinations:

If any load is determined **by the County and/or Government** to contain material that does not conform to the definition of eligible debris, no payment will be allowed for that load and the Contractor will not invoice the **County** for such loads.

17.4 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **County** and the **Contractor**.

17.5 Specialized Services:

The **Contractor** may invoice the **County** for costs incurred to mobilize and demobilize specialized equipment required as directed by the **County** to perform services in addition to those specified under Section 1.0 of the Contract. Additional specialized services will only be performed if/when directed by the **County**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

18.0 MISCELLANEOUS

18.1 Entire Contract:

The Contracts (including any schedules or exhibits attached hereto) constitutes the entire Contracts and understanding between the parties with respect to the matters contained herein. This Contract(s) supersedes any prior contracts and/or understandings relating to the subject matter hereof.

18.2 Waiver: In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the same or other provisions of this Contract, by either party.

INSTRUCTIONS TO CONTRACTORS AND INSURERS

NOTE: THE BALDWIN COUNTY COMMISSION MUST BE LISTED AS ADDITIONAL INSURED FOR THE FOLLOWING:

CONTRACTORS AND SUBCONTRACTORS INSURANCE: The **Contractor** shall not commence work under this Contract until he has obtained all the insurance required under this certificate and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

COMPENSATION INSURANCE: The **Contractor** shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance for all his employees to be engaged in work on the project under this 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 **Contractors** 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. Baldwin County, its Departments, and its employees shall be named as additional insured.

CONTRACTORS 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 coverage on an occurrence basis and property damage coverage on an accident basis, including damage 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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage; \$3,000,000 aggregate.

The **Contractor** agrees to maintain such completed operations coverage as is required in this section for a period of one 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 be hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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.

SUBCONTRACTORS PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The **Contractor** shall require each of his subcontractors to produce and maintain during the life of his subcontract, Subcontractors Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof in amounts approved by the County.

This certificate shall be used in submitting evidence of compliance with the above requirements. The insurance company's representative shall execute additional copies as may be required of the certificate. One executed copy shall be forwarded to the **Contractor** for attachment to the original policy as an endorsement.

DEFAULT OF CONTRACT: If the Contractor fails to begin the work under the Contract within the time specified once the Notice to Proceed is issued, or fails to perform the Work with sufficient workers, equipment, or materials to ensure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the County may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within ten (10) day after receipt of such notice the Contractor does not remedy the fault specified in said notice, or the Surety does not proceed to take over the work for completion, the County shall have full power and authority, without impairing the obligation of the Contract or the Contract Bond, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof, or to use such other methods as in its opinion may be required for the completion of the contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the County in completing the Work and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such expense and such liquidated damages exceeds the sum, which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the County the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge or any office used by the Contractor or his representative at or near the work or by registered mail addressed to the Contractor at his last known place of business.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, of
(Name of Contractor)

_____ and
(Address)

_____ as Surety of
(Name of Surety)

_____ as held
(Address)

as Surety, are held and firmly bound unto

BALDWIN COUNTY COMMISSION

as Oblige, in the full and just sum of \$10,000 lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

**COMPETITIVE BID #WG21-21
PRE-EVENT DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into formal Contracts with the Baldwin County Commission and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contracts, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Oblige the difference in money between the amount of the Contracts as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed ten thousand (\$10,000.00) dollars. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered _____.
Date

(Contracting Firm)

By: _____ (Seal)
(Corporate Principal Sign Here)

(Name of Surety)

By: _____
(Name and Title)

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

State of Alabama)

County of Baldwin)

CONTRACT FOR CONSTRUCTION SERVICES

This **Contract for Construction Services** (“Contract”) is made and entered into by and between the Baldwin County Commission, the honorable governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereinafter called “COUNTY”), and [**PROVIDER**] (hereinafter referred to as “PROVIDER” or “CONTACTOR”).

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

WITNESSETH:

Whereas,

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,
by and through the Baldwin County Commission
- 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 Contract and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it, and any and all agents, assigns and subcontractors retained by it to perform work required by this contract, possess the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein.

- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws 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 Joe Davis, III, Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a licensed and professionally qualified contractor. The general scope of work for the services will encompass the following activities and shall include all the terms and conditions of **"Competitive Bid #WG21-21"**, the same being expressly incorporated herein by reference, and without limitations will encompass:

"All provision and conditions and/or specifications listed/stated in Competitive Bid #WG21-21, Pre-Event Debris Removal & Disposal Services for the County Rights-of-Way within unincorporated Baldwin County for the Baldwin County Commission."

- A. PROVIDER will provide ongoing communications with the COUNTY regarding this service, including updates, emails 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 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 in accordance with the Contractors Bid approval by the County Commission. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon both the expiration of twenty-four (24) months, with an option to extend for one twelve (12) month period or until such time that a new contract can be bid and awarded. Any additional extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Contractor no later than thirty (30) days prior to the expiration of the original contract. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.

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

XXIV. Indemnity and Hold Harmless. To the extent allowed by law, the **PROVIDER** shall indemnify, defend and hold harmless the County, and its Commissioners, State of Alabama, the Federal Government, and their officers, agents, employees and representatives from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the Work, 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 **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 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 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 **PROVIDER** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

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

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

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

COUNTY

ATTEST:

_____/_____
JOE DAVIS, III /Date
Chairman

_____/_____
WAYNE DYESS /Date
County Administrator

NOTARY PAGE 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 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 _____, 2021.

Notary Public, Baldwin County, AL
My Commission Expires

PROVIDER:

Insert Name

By _____/Date
Its _____

State of _____)

County of _____)

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

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

Notary Public, _____
My Commission Expires

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

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

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

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, are held and firmly bound unto said Baldwin County Commission, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Oblige, in the penal sum of _____ Dollars and _____ Cents (\$_____) (estimated at time of Notice to Proceed), lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated _____, 20____ (hereinafter called the Contract) for:

Competitive Bid #WG21-21 Pre-Event Disaster Debris Removal and Disposal Services

which Contract and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all subcontractors to whom any portion of the work in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fee incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions, and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one (1) year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.
- (b) The principal and Surety hereby designate and appoint the Chairman of the County Commission of Baldwin County, State of Alabama, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding, thereon that is instituted later than one year after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

SIGNED, SEALED, AND DELIVERED this _____ day of _____, 20____.

(Individual Principals Sign Here)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)

(Contractors Name)

By: _____ (SEAL)

(Corporate Principal Sign Here)

_____ (SEAL)

(Surety Name)

_____ By: _____
(Surety Sign Here)

(Name and Title)

WITNESS: _____

COUNTERSIGNED: _____

INSTRUCTIONS

1. The full name and residence of each individual party to the bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named), and all partners must execute the bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph, and the bond must be executed under the Corporate Seal of each party attested by its secretary or other appropriate officer.
4. The date of the bond must not be prior to the date of the Contract.

PERFORMANCE BOND

KNOW ALL MEN:

That we _____
(Insert here the name and address or legal title of the Contractor)

Hereinafter called the Principal, and _____
(Insert here the name and address or legal title of one or more Sureties)

Hereinafter called the Surety or Sureties, are held and firmly bound unto the Baldwin County Commission, a political subdivision of and body corporate in the State of Alabama, hereinafter called the Owner in the sum of

(_____) for payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____ 20_____, entered into a Contract with the Owner for:

Competitive Bid #WG21-21 – Pre-Event Disaster Debris Removal and Disposal Services
which agreement is by reference made a part hereof.

NOW THEREFORE, the conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default, thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said Surety or Sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the specifications thereof shall in any way affect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

SIGNED, SEALED, AND DELIVERED this _____ day of _____, 20____.

(Individual Principals Sign Here)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)

(Contractors Name)

By: _____ (SEAL)

(Corporate Principal Sign Here)

_____ (SEAL)

(Surety Name)

By: _____
(Surety Sign Here)

(Name and Title)

WITNESS: _____

COUNTERSIGNED: _____

The following documents must be provided along with the Bid Schedule:

- 1) Past experience setting up, managing, and operating a disaster debris reduction site. (Last three disaster related jobs performed.)
- 2) Certificates of insurance as required on page 26 and 27 of bid specifications.
- 3) List of company officials with contact numbers.
- 4) List of proposed subcontractors and equipment to be used.
- 5) List of references.
- 6) A letter from a minimum of one financial institution certifying the Contractors ability to finance through current capital or credit capabilities a debris removal contract for an estimated one million cubic yards.
- 7) Attach a financial statement (**Balance Sheet, Profit and Loss Statement**) for the most recent fiscal year with the latest audited financial notes.
- 8) List of Equipment to provide evidence of responsibility and ability to timely perform the contract work under Performance Rates in Section 8.3 of this contract. This will include written documentation of ownership or confirmed rental or other immediate access to the offered equipment and personnel designated by the contractor to be available for this contract.
- 9) A list of existing contracts with other Federal Agencies, States, Counties, and municipalities for similar work shall be required.
- 10) List of any contracts that have been canceled prematurely within the past 15 years and the reason why they were canceled.

NOTE: Selected bidder(s) must be able to obtain a Performance Bond in the amount of 100% of the bid price regarding both labor/materials and performance.

BID #WG21-21 RESPONSE FORM
PRE-EVENT DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

Date: _____

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

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

Company Name: _____

Address: _____

Company Rep _____
(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

Financing through another agency beside yourself _____ or x
Yes No

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

Financing Agency Authorized Signature

ATTACHMENT 3

EQUIPMENT RATE SCHEDULE

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple (or equivalent)	Hour	\$
JD 644 Wheel-Loader with debris grapple (or equivalent)	Hour	\$
Extendaboom Forklift with debris grapple (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with debris grapple (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with bucket (or equivalent)	Hour	\$
753 Bobcat Skid Steer Loader with street sweeper (or equivalent)	Hour	\$
30 - 50 HP Farm Tractor with box blade or rake (or equivalent)	Hour	\$
2 - 2 1/2 cu. yd. Articulated Loader with bucket (or equivalent)	Hour	\$
3 - 4 cu. yd. Articulated Loader with bucket (or equivalent)	Hour	\$
JD 648E Log Skidder, or equivalent (or equivalent)	Hour	\$
CAT D4 Dozer (or equivalent)	Hour	\$
CAT D6 Dozer (or equivalent)	Hour	\$
CAT D8 Dozer (or equivalent)	Hour	\$
CAT125 - 140 HP Motor Grader (or equivalent)	Hour	\$
JD 690 Trackhoe with debris grapple (or equivalent)	Hour	\$
JD 690 Trackhoe with bucket & thumb (or equivalent)	Hour	\$
Rubber Tired Trackhoe with debris grapple (or equivalent)	Hour	\$
JD 310 Rubber Tire Backhoe with bucket and hoe (or equivalent)	Hour	\$
Rubber Tired Excavator with debris grapple (or equivalent)	Hour	\$
210 Prentiss Knuckleboom with debris grapple (or equivalent)	Hour	\$
Self-Loader Scraper Cat 623 or equivalent (or equivalent)	Hour	\$
Hand Fed Debris Chipper (or equivalent)	Hour	\$
300 - 400 Tub Grinder (or equivalent)	Hour	\$
800 -1,000 HP Diamond Z Tub Grinder (or equivalent)	Hour	\$
30 Ton Crane (or equivalent)	Hour	\$
50 Ton Crane (or equivalent)	Hour	\$
100 Ton Crane (8 hour minimum) (or equivalent)	Hour	\$
40 - 60' Bucket Truck (or equivalent)	Hour	\$
Service Truck (or equivalent)	Hour	\$
Water Truck (or equivalent)	Hour	\$
Portable Light Plant (or equivalent)	Hour	\$
Equipment Transports (or equivalent)	Hour	\$
Pickup Truck, unmanned (or equivalent)	Hour	\$
Self-loading Dump Truck with knuckleboom and debris grapple (or equivalent)	Hour	\$
Single Axle Dump Truck, 5 - 12 Cu. Yd. (or equivalent)	Hour	\$
Tandem Dump Truck, 16 - 20 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 24-40 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 41-60 Cu. Yd. (or equivalent)	Hour	\$
Trailer Dump Truck, 61 - 80 Cu. Yd. (or equivalent)	Hour	\$
Power Screen (or equivalent)	Hour	\$
Stacking Conveyor (or equivalent)	Hour	\$

Attachment 4

Stump Conversion Table Diameter to Volume Capacity

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

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

0.7854 is one-fourth Pi and is a constant.

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

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

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

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

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



Baldwin County Commission

Agenda Action Form

File #: 21-0696, **Version:** 1

Item #: BE8

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Anthony Lowery, Chief Deputy/Bobby Ealum, Sheriff's Department Building Maintenance Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG21-22 - Re-roofing of the Mills Creek Training Facility Located in Stapleton, Alabama 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 re-roofing of the Mills Creek Training Facility located in Stapleton, AL; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Sheriff's Office has requested a competitive bid be placed for re-roofing of the Mills Creek Training Facility located in Stapleton that was damaged during Hurricane Sally. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 04/06/2021

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 #WG21-22 SPECIFICATIONS

All labor, materials and equipment shall be furnished by the Contractor.

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

PREPARATION OF BIDS

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

BIDS FOR ALL OR PART

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

AWARD

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

BIDDERS QUALIFICATIONS

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

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

LAWS AND REGULATIONS

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

POWER OF ATTORNEY

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

PERFORMANCE BOND

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

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

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

COUNTY'S PROTECTIVE LIABILITY INSURANCE

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

HOLD HARMLESS PROVISION

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

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

TIME OF COMPLETION

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

Projects must be completed within **fifteen (15) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion date.

PROTECTION

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

GUARANTEE

Contractor will provide a five (5) year Water Tightness Warranty covering labor by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship. This warranty is exclusive of:

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

CLEANUP

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

FINAL PAYMENT

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

COORDINATION WITH BALDWIN COUNTY COMMISSION

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

SCOPE OF WORK

Re-roof the building with Architectural Shingles (Color to be selected by County)

Tear off existing shingle roof.

Inspect all sheathing boards. Replace if needed.

Install synthetic underlayment.

Install ridge cover.

Replace plumbing collars.

Run a magnet roller around building to pick up nails.

Work area to be kept clean and free of debris daily.

Shrubs and other property should be protected with tarps or plywood.

All materials are to be disposed in a Baldwin County Landfill.

Building size is a total of 3336 sq. ft. under roof.

Job Address: 15950 Mosley Road, Stapleton, AL 36578

BID #WG21-22 RESPONSE FORM

RE-ROOFING OF THE MILLS CREEK TRAINING FACILITY LOCATED IN STAPLETON, AL.

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____
(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

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

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

BASE BID AMOUNT: \$ _____

UNIT PRICING:

a) Replace 4 x 8 plywood sheeting \$ _____ each

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 #WG21-22”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG21-22 – Re-Roofing of the Mills Creek Training Facility Located in Stapleton, AL for the Baldwin County Commission”.

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

- XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

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

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution and shall terminate upon either the expiration of not more than fifteen (15) days after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

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

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

COUNTY

ATTEST:

JOE DAVIS, III / Date
Chairman

WAYNE DYESS/ Date
County Administrator

NOTARY & SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

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

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 #: 21-0699, **Version:** 1

Item #: BE9

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-23 - Provision of Ready-mix Concrete 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 Ready-Mix Concrete for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of ready-mix concrete.

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: 04/06/2021

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 #WG21-23 SPECIFICATIONS

Ready-Mix Concrete shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition, in effect for items delivered at time of delivery.

Test reports to be furnished upon request.

Delivery to be made not later than two (2) hours after order, or as scheduled.

Delivered to various sites in Baldwin County.

Class "A"	Per Cubic Yard/Job Site
Class "B"	Per Cubic Yard/Job Site

2500 PSI	Per Cubic Yard/Job Site
3000 PSI	Per Cubic Yard/Job Site
4000 PSI	Per Cubic Yard/Job Site

Bid amounts indicated on the bid response page should be an all-inclusive total amount bid per item, including environmental fees.

It is the intent of the Commission to award to one (1) bidder. The award shall be for twelve (12) calendar months. Prices shall be firm for the bid period effective the date of award.

BID #WG21-23 RESPONSE FORM

Provision of Ready-Mix Concrete

Page 1 of 1

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: _____

AMOUNT BID FOR DELIVERY TO ALL SITES WITHIN BALDWIN COUNTY.

Supply Location _____

Class "A" \$ _____ per Cubic Yard

Class "B" \$ _____ per Cubic Yard

2500 PSI \$ _____ per Cubic Yard

3000 PSI \$ _____ per Cubic Yard

4000 PSI \$ _____ per Cubic Yard

Bid amounts should be an all-inclusive total amount bid per item, including environmental fees.



Baldwin County Commission

Agenda Action Form

File #: 21-0700, **Version:** 1

Item #: BE10

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-24 - Provision of Mower Blades 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 Mower Blades; 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 mower blades.

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: 04/06/2021

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 #WG21-24 SPECIFICATIONS

These specifications shall be construed as minimum. Bids are desired for the provision of mower blades for a one-year period.

Bidder shall give a unit price as indicated on the Bid Response Form. **The price shall include all applicable charges including delivery charges, etc.** Deliveries shall be made to the three (3) Baldwin County Highway Facilities located in Bay Minette, Silverhill, and Foley. F.O.B. Baldwin County Highway Facilities.

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

Bidders shall submit with their bids the technical specifications of the mower blades being bid.

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

Delivery shall be made within ten (10) calendar days after receipt of order.

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

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

Group 1 – Highway

2018 John Deere MX7 Rotary Cutter Suction, 0.5 x 4 in. (12.7 x 102 mm)

Part #

Blade: FH329910

Bolt: W38054

Washer: W38627

Locknut: W50958

2018 John Deere HX15 Rotary Cutter Single Suction 0.5 x 4 in. (12.7 x 101.6 mm)

Part #

Center Blade: W52742

Right Blade: W49171

Left Blade: W49170

Bolt: W38054

Locknut: W50958

Washer: 24M7344

2013 Bush-Wacker ST8410 Cutter ½ x 3.5 in.

Part #

Blade: 3257

Bolt: 3045

Washer: 2106

Nut: 2105

Woods 15.60 Batwing Rotary Mower

Part #

Right Wing Blade Kit: 19160KT (CCW RIGHT WING)

Left Wing Blade Kit: 19161KT (CW LEFT WING)

Blade Pin: 1045034RP - 1-1/2

Blade Pin: 10520 - SHIM, 18 GA, 1-1/2

Blade Pin: 13946 - SHIM, 20 GA, 1-1/2

Spacer: 1028824 - 5/16 THICK

Keyhole Plate: 32603 - SPECIAL

Blade Pin Lock Clip: 32604 - SPECIAL

3379 - 1/2 NC X 1-1/2 HHCS, GR5

All blades listed above must be alloy spring steel, airlift design and be John Deere, Bush-Wacker, and Woods brands or equivalent.

Group 2 – Parks

2018 Alamo Samurai Boom Mower 60”: Must be Alamo Brand or equivalent

Part #

Blade: 02761500

Bolt: 02782900

Washer: 02957089

Locknut: 00020900

Roll Pin: 00023200

Kubota 323 & 326 - 60” Deck: Must be Kubota brand or equivalent

Part #

Blade: K5647-34340

Light Brush Blade: 11558

Dust Cover: K5647-34312

Kubota ZD1211 – 60” Deck: Must be Kubota brand or equivalent

Part #

Blade: K5955-34360

Light Brush Blade: 396-816

Dust Cover: K5966-34310

John/Deere 1575 - 60” Deck: Must be John/Deere brand or equivalent

Part #

Blade: TCU14881

Light Brush Blade: 10073

Hustler - 60” Deck: Must be Hustler brand or equivalent

Part #

Gator: 794230

Light Brush Blade: 794685

BID #WG21-24 RESPONSE FORM

Provision of Mower Blades

Page 1 of 4

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 from.

Financing Agency Authorized Signature

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

BID #WG21-24 RESPONSE FORM

Provision of Mower Blades

Page 2 of 4

Group 1 – Highway**2018 John Deere MX7 Rotary Cutter Section, 0.5 x 4 in. (12.7 x 102 mm)**

Blade: FH329910 \$_____each

Bolt: W38054 \$_____each

Washer: W38627 \$_____each

Locknut: W50958 \$_____each

2018 John Deere HX15 Rotary Cutter Single Suction 0.5 x 4 in. (12.7 x 101.6 mm)

Center Blade: W52742 \$_____each

Right Blade: W49171 \$_____each

Left Blade: W49170 \$_____each

Bolt: W38054 \$_____each

Locknut: W50958 \$_____each

Washer: 24M7344 \$_____each

2013 Bush-Wacker ST8410 Cutter ½ x 3.5 in.

Blade: 3257 \$_____each

Bolt: 3045 \$_____each

Washer: 2106 \$_____each

Nut: 2105 \$_____each

Woods 15.60 Batwing Rotary Mower

Right Wing Blade Kit: 19160KT (CCW RIGHT WING) \$_____each

Left Wing Blade Kit: 19161KT (CW LEFT WING) \$_____each

Blade Pin: 1045034RP - 1-1/2 \$_____each

Blade Pin: 10520 - SHIM, 18 GA, 1-1/2 \$_____each

Blade Pin: 13946 - SHIM, 20 GA, 1-1/2 \$_____each

BID #WG21-24 RESPONSE FORM

Provision of Mower Blades

Page 3 of 4

Woods 15.60 Batwing Rotary Mower - Continued

Spacer: 1028824 - 5/16 THICK \$ _____ each

Keyhole Plate: 32603 – SPECIAL \$ _____ each

Blade Pin Lock Clip: 32604 - SPECIAL \$ _____ each

3379 - 1/2 NC X 1-1/2 HHCS, GR5 \$ _____ each

All blades listed above must be alloy spring steel, airlift design and be John Deere, Bush-Wacker, and Woods brands or equivalent.

Group 2 – Parks**2018 Alamo Samurai Boom Mower 60”: Must be Alamo Brand or equivalent**

Blade: 02761500 \$ _____ each

Bolt: 02782900 \$ _____ each

Washer: 02957089 \$ _____ each

Locknut: 00020900 \$ _____ each

Roll Pin: 00023200 \$ _____ each

Kubota 323 & 326 - 60” Deck: Must be Kubota brand or equivalent

Blade: K5647-34340 \$ _____ each

Light Brush Blade: 11558 \$ _____ each

Dust Cover: K5647-34312 \$ _____ each

Kubota ZD1211 – 60” Deck: Must be Kubota brand or equivalent

Blade: K5955-34360 \$ _____ each

Light Brush Blade: 396-816 \$ _____ each

Dust Cover: K5966-34310 \$ _____ each

BID #WG21-xx RESPONSE FORM

Provision of Mower Blades

Page 4 of 4

John/Deere 1575 - 60" Deck: Must be John/Deere brand or equivalent

Blade: TCU14881 \$ _____ each

Light Brush Blade: 10073 \$ _____ each

Hustler - 60" Deck: Must be Hustler brand or equivalent

Gator: 794230 \$ _____ each

Light Brush Blade: 794685 \$ _____ each



Baldwin County Commission

Agenda Action Form

File #: 21-0688, **Version:** 1

Item #: BE11

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Construction of the Baldwin County Highway Maintenance Facility (Area 100) Located in Bay Minette, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

1) Award the bid for the construction of the Baldwin County Highway Maintenance Facility (Area 100) located in Bay Minette to the lowest bidder, **FITZgerald Construction, LLC**, as follows and authorize the Chairman to execute the Contract.

Base Bid Amount: \$2,023,147.00

Deduct Alternate #2: (\$ 15,447.00)(Removal, Package, & Shipping of Metal Panels)

TOTAL AMOUNT \$2,007,700.00

Construction Time: 240 calendar days

2) Not awarding Add Alternate #1 (PEMB Storage Apparatus within the Shop Area).

BACKGROUND INFORMATION

Previous Commission action/date:

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

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

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

11/03/2020 meeting: 1) Approved the following ten (10) pre-qualification applications on the Construction of Two (2) Highway Maintenance Buildings: Witherington Construction Corporation, FITZgerald Construction, LLC, Thomas Industries, Inc. DBA Thomas Construction, White-Spinner Construction, Inc., Sycamore Construction, Inc., J T Harrison Construction Co., Inc., Parsco, LLC DBA Parsco Construction, LLC, Lord & Son Construction, Inc., Ben M Radcliff Contractor, Inc., and Eric Lazzari Construction, LLC; and 2) Rejected the applications of the following ten (10) applicants as non-qualified: The Highland Group, Bayshore Construction Co., Inc., D & B Builders, Inc., Stephens Construction and Concrete, Inc., PCI Support Services, LLC, Abuck Incorporated, G A West & Company, Inc., Gordon & Zakary, Inc., M W Rogers Construction Co., LLC, and Triptek Construction, LLC; and 3) Authorized the Purchasing Director and the Architect to bid the project.

Background: Bids opened in the Purchasing Conference Room on March 9, 2021, at 1:00 p.m. Three (3) bids were received. The lowest bid was received from FITZgerald Construction, LLC, in the base bid amount of \$2,023,147.00. The bid included two Alternates. The Highway Department wants to award the Alternate #2 in the deduct amount of (\$15,447.00) for the removal, package, and shipping of the existing Area 100 metal panels and not award Add Alternate #1 in the amount of \$47,000.00 for installing PEMB storage apparatus within the shop area. The bid amount exceeded the budgeted for this project. The Commission budgeted \$1,950,000.00 for this project in Fiscal Year 2020. The additional funding of \$450,000.00 needed to fund this project will come from the 1 cent Sales Tax that is allocated for Highway.

FINANCIAL IMPACT

Total cost of recommendation: \$2,007,000.00

Budget line item(s) to be used: 11153111.55240

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

Budgeted Amount was \$1,950,000.00 and the remaining \$450,000.00 needed to fund this project will come from the 1 Cent Sales Tax that is allocated for Highway.

LEGAL IMPACT

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

Yes

Reviewed/approved by: Brad Hicks, 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: 04/06/2021

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



Date: Monday, March 15, 2021

Baldwin County Commission
Purchasing Department
257 Hand Avenue, Annex III
Bay Minette, AL 36507

Attn: Wanda Gautney, Purchasing Director

**RE: AWARD RECOMMENDATION – Baldwin County Commission Area 100
Highway Maintenance Facility**

Mrs. Gautney,

Bids were received at the time and place as stated within the Issued for Bid Documents. Three (3) bid packages were received and checked-in prior to the 1:00PM deadline.

The bids were opened at 1:05PM in the Purchasing Department's Conference Room and read aloud in the presence of representatives of the Owner, Architect and Bidders.

All Bidders submitted Total Base Bids, which exceeded the Owner's budget amount of \$1.5M.

The apparent low bidder, FITZgerald Construction, LLC, submitted a Total Base Bid of \$2,023,147.00. The next low was \$2,235,000.00 and the high bid was \$2,336,224.00. All bids were for a Contract Time of two hundred forty (240) days. There is less than a 10% difference in the Total Base Bids submitted.

There were two Alternates for the project. Alternate #1 was for addition (add) of a PEMB storage apparatus within the shop area. Alternate #2 was for deletion (deduct) of the removal, package, and shipping of the existing Area 100 metal panels. We recommend accepting Alternate #2, bringing the Bid plus Alternate #2 total for the low bidder to \$2,007,700.00.

The bid package submitted by FITZgerald Construction, LLC, was reviewed and found to be complete with no irregularities. The Subcontractor List and bid breakdown were submitted as requested after bid time. We have verified that FITZgerald Construction, LLC, has a current Alabama General Contractor license with the appropriate classification and bid limit.

Therefore, in consideration of the low bid and alternates submitted by FITZgerald Construction, LLC having been submitted with no irregularities, it is my recommendation that a negotiation and value engineering process be initiated, within the boundaries of Alabama Bid Law, in an effort to get to a cost that is acceptable to all parties.



watermark
DESIGN

This recommendation is provided for your use in consideration of award of the Contract.
Please let me know if I can be of further assistance.

Sincerely,
For the Firm

John A. McArthur, III, AIA
Architect, President
Watermark Design Group, LLC



BID TABULATION
BALDWIN COUNTY COMMISSION

PROJECT NAME: Baldwin County Commission Area 100 Highway Mainenance Facility											
ADDRESS: 203 Dickman Road, Bay Minette, AL 36507											
BID OPENING DATE: 3/9/2021				TIME: 1:00 PM		LOCATION: LOCATION: Baldwin County Purchasing Office					
OUTSIDE OF ENVELOPE INFORMATION			ENVELOPE CONTENTS		BID FORM						NOTES
BIDDER NAME	GENERAL C LICENSE	CHANGES	PROPOSAL FORM	BID BOND OR CHECK	ADDENDA ACKNOWLEDGED (1) ISSUED	BASE BID	ALTERNATE #1 (Add for PEMB Storage @ Shop)	ALTERNATE #2 (Deduct for not salvaging Metal Panels)	TOTAL BASE BID (NO ALTERNATES)	TOTAL BASE BID (INCLUDING ALTERNATE #2)	
FITZgerald Construction, LLC	Y	+ \$23,147.00 -	Y	Y	Y	\$2,000,000.00	\$47,000.00	-\$15,447.00	\$2,023,147.00	\$2,007,700.00	
Sycamore Construction, Inc.	Y	+ -	Y	Y	Y	\$2,336,224.00	\$39,600.00	-\$3,000.00	\$2,336,224.00	\$2,333,224.00	
ParsCo Construction, LLC	Y	+ -	Y	Y	Y	\$2,235,000.00	\$33,000.00	-\$10,000.00	\$2,235,000.00	\$2,225,000.00	
		+ -									
		+ -									
		+ -									
		+ -									
		+ -									

I certify that the above bid(s) were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Watermark Design Group, LLC
company

NICHOLAS GRAY
name

PROJECT MANAGER
title

Nicholas Gray
signature

CONSTRUCTION CONTRACT

This Construction Contract is entered this _____ day of _____ in the year of 2021

between the **OWNER,**

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

and the **CONTRACTOR,**

**Fitzgerald Construction, LLC
8230-A Spanish Fort Blvd.
P.O. Box 7291
Spanish Fort, AL 36577**

for the **WORK** of the Project, identified as:

Baldwin County Commission Area 200 HWY MAINTENANCE FACILITY and as identified in Contract Documents.

The **CONTRACT DOCUMENTS** are dated _____, 2021 and have been amended by **ADDENDA;**

The **ARCHITECT** is WATERMARK DESIGN GROUP, LLC
2970 Cottage Hill Road Suite 200
Mobile, AL 36606

The **CONTRACT SUM** is two million, seven thousand, seven hundred Dollars (\$ 2,007,700.00) and is the sum of the Contractor's Base Bid for the Work and the following

BID ALTERNATE #2 PRICE: \$ -15,447.00

The **CONTRACT TIME** is two hundred forty (240) calendar days.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

The Contract Documents, as defined in the General Conditions of the Contract (ABC Form C-8), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay, and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. The Work shall be commenced on a date to be specified in a Notice to Proceed issued by the Owner and shall then be substantially completed within the Contract Time.

LIQUIDATED DAMAGES for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to six percent interest per annum on the total Contract Sum unless a dollar amount is stipulated in the following space, in which case liquidated damages shall be determined at \$300 per calendar day beyond contract time.

SPECIAL PROVISIONS: None

STATE GENERAL CONTRACTOR'S LICENSE: The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No.

Bid Limit:

Classification: n

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Construction Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975, as amended, and all other applicable provisions of law, and that the terms and commitments of this Construction Contract do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

OWNER	CONTRACTOR
_____ Owner's Signature	_____ Contractor's Signature
Name_____	Name_____
Title_____	Title_____

GENERAL CONDITIONS of the CONTRACT

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ARTICLE 1 **DEFINITIONS**

Whenever the following terms, or pronouns in place of them, are used in the Contract Documents, the intent and meaning shall be interpreted as follows:

A. Not Used

- B. ARCHITECT:** The Architect is the person or entity lawfully licensed to practice architecture in the State of Alabama, who is under contract with the Owner as the primary design professional for the Project and identified as the Architect in the Construction Contract. The term "Architect" means the Architect or the Architect's authorized representative. If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect. If the primary design professional for the Project is a Professional Engineer, the term "Engineer" shall be substituted for the term "Architect" wherever it appears in this document.

C. Not Used

D. Not Used

E. CONTRACT: The Contract is the embodiment of the Contract Documents. The Contract represents the entire and integrated agreement between the Owner and Contractor and supersedes any prior written or oral negotiations, representations or agreements that are not incorporated into the Contract Documents. The Contract may be amended only by a Contract Change Order or a Modification to the Construction Contract. The contractual relationship which the Contract creates between the Owner and the Contractor extends to no other persons or entities. The Contract consists of the following Contract Documents, including all additions, deletions, and modifications incorporated therein before the execution of the Construction Contract:

- (1) Construction Contract
- (2) Performance and Payment Bonds
- (3) Conditions of the Contract (General, Supplemental, and other Conditions)
- (4) Specifications
- (5) Drawings
- (6) Contract Change Orders
- (7) Modifications to the Construction Contract (applicable to PSCA Projects)

F. CONTRACT SUM: The Contract Sum is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The term “Contract Sum” means the Contract Sum stated in the Construction Contract as may have been increased or decreased by Change Order(s) in accordance with the Contract Documents.

G. CONTRACT TIME: The Contract Time is the period of time in which the Contractor must achieve Substantial Completion of the Work. The date on which the Contract Time begins is specified in the written Notice To Proceed issued to the Contractor by the Owner. The Date of Substantial Completion is the date established in accordance with Article 32. The term “Contract Time” means the Contract Time stated in the Construction Contract as may have been extended by Change Order(s) in accordance with the Contract Documents. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

H. CONTRACTOR: The Contractor is the person or persons, firm, partnership, joint venture, association, corporation, cooperative, limited liability company, or other legal entity, identified as such in the Construction Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

I. DEFECTIVE WORK: The term “Defective Work” shall apply to: (1) any product, material, system, equipment, or service, or its installation or performance, which does not conform to the requirements of the Contract Documents, (2) in-progress or completed Work the workmanship of which does not conform to the quality specified or, if not specified, to the quality produced by skilled workers performing work of a similar nature on similar projects in the state, (3) substitutions and deviations not properly submitted and approved or otherwise authorized, (4) temporary supports, structures, or construction which will not produce the results required by the Contract Documents, and (5) materials or equipment rendered unsuitable for incorporation into the Work due to improper storage or protection.

J. Not Used.

K. DRAWINGS: The Drawings are the portions of the Contract Documents showing graphically the design, location, layout, and dimensions of the Work, in the form of plans, elevations, sections,

details, schedules, and diagrams.

- L. NOTICE TO PROCEED:** A proceed order issued by the Owner, fixing the date on which the Contractor shall begin the prosecution of the Work, which is also the date on which the Contract Time shall begin.
- M. OWNER:** The Owner is the entity or entities identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative. The term “Owner” as used herein shall be synonymous with the term “Awarding Authority” as defined and used in Title 39 - Public Works, Code of Alabama, 1975, as amended.
- N. THE PROJECT:** The Project is the total construction of which the Work required by these Contract Documents may be the entirety or only a part with other portions to be constructed by the Owner or separate contractors.
- O. PROJECT MANUAL:** The Project Manual is the volume usually assembled for the Work which may include the Advertisement for Bids, Instructions to Bidders, sample forms, General Conditions of the Contract, Supplementary Conditions, and Specifications of the Work.
- P. SPECIFICATIONS:** The Specifications are that portion of the Contract Documents which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.
- Q. SUBCONTRACTOR:** A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the Contractor. The term “Subcontractor” means a Subcontractor or its authorized representatives.
- R. THE WORK:** The Work is the construction and services required by the Contract Documents and includes all labor, materials, supplies, equipment, and other items and services as are necessary to produce the required construction and to fulfill the Contractor’s obligations under the Contract. The Work may constitute the entire Project or only a portion of it.

ARTICLE 2

INTENT and INTERPRETATION of the CONTRACT DOCUMENTS

A. INTENT

It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

B. COMPLEMENTARY DOCUMENTS

The Contract Documents are complementary. If Work is required by one Contract Document, the

Contractor shall perform the Work as if it were required by all of the Contract Documents. However, the Contractor shall be required to perform Work only to the extent that is consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

C. ORDER of PRECEDENCE

Should any discrepancy arise between the various elements of the Contract Documents, precedence shall be given to them in the following order unless to do so would contravene the apparent Intent of the Contract Documents stated in preceding Paragraph A:

- (1) The Construction Contract.
- (2) Addenda, with those of later date having precedence over those of earlier date.
- (3) Supplementary Conditions (or other Conditions which modify the General Conditions of the Contract).
- (4) General Conditions of the Contract.
- (5) The Specifications.
- (6) Details appearing on the Drawings; large scale details shall take precedence over smaller scale details.
- (7) The Drawings; large scale drawings shall take precedence over smaller scale drawings.

D. ORGANIZATION

Except as may be specifically stated within the technical specifications, neither the organization of the Specifications into divisions, sections, or otherwise, nor any arrangement of the Drawings shall control how the Contractor subcontracts portions of the Work or assigns Work to any trade.

E. INTERPRETATION

(1) The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the Intent of the Contract Documents stated in preceding Paragraph A. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operative condition ready for use or subsequent construction or operation of the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

(2) Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

(3) Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement for Bids.

(4) In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

(5) Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

(6) Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Architect for written interpretation, explanation, or clarification.

F. SEVERABILITY.

The partial or complete invalidity of any one or more provision of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 3
CONTRACTOR'S REPRESENTATIONS

By executing the Construction Contract the Contractor represents to the Owner:

- A. The Contractor has visited the site of the Work to become familiar with local conditions under which the Work is to be performed and to evaluate reasonably observable conditions as compared with requirements of the Contract Documents.
- B. The Contractor shall use its best skill and attention to perform the Work in an expeditious manner consistent with the Contract Documents.
- C. The Contractor is an independent contractor and in performance of the Contract remains and shall act as an independent contractor having no authority to represent or obligate the Owner in any manner unless authorized by the Owner in writing.

ARTICLE 4
DOCUMENTS FURNISHED to CONTRACTOR

Unless otherwise provided in the Contract Documents, ten sets of Drawings and Project Manuals shall be furnished to the Contractor by the Architect without charge. Other copies requested will be furnished at reproduction cost.

ARTICLE 5
OWNERSHIP of DRAWINGS

All original or duplicated Drawings, Specifications, and other documents prepared by the Architect, and furnished to the Contractor are the property of the Architect and are to be used solely for this Project and not to be used in any manner for other work. Upon completion of the Work, all copies of Drawings and Specifications, with the exception of the Contractor's record set, shall be returned or accounted for by the Contractor to the Architect, on request.

ARTICLE 6
SUPERVISION, SUPERINTENDENT, and EMPLOYEES

A. SUPERVISION and CONSTRUCTION METHODS

(1) The term “Construction Methods” means the construction means, methods, techniques, sequences, and procedures utilized by the Contractor in performing the Work. The Contractor is solely responsible for supervising and coordinating the performance of the Work, including the selection of Construction Methods, unless the Contract Documents give other specific instructions concerning these matters.

(2) The Contractor is solely and completely responsible for job site safety, including the protection of persons and property in accordance with Article 14.

(3) The Contractor shall be responsible to the Owner for acts and omissions of not only the Contractor and its agents and employees, but all persons and entities, and their agents and employees, who are performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

(4) The Contractor shall be responsible to inspect the in-progress and completed Work to verify its compliance with the Contract Documents and to insure that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work.

B. SUPERINTENDENT

(1) The Contractor shall employ and maintain a competent level of supervision for the performance of the Work at the Project site, including a superintendent who shall: (a) have full authority to receive instructions from the Architect or Owner and to act on those instructions and (b) be present at the Project site at all times during which Work is being performed.

(2) Before beginning performance of the Work, the Contractor shall notify the Architect in writing of the name and qualifications of its proposed superintendent so that the Owner may review the individual’s qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, the Contractor shall name a different superintendent for the Owner’s review and approval. Any disapproved superintendent will not perform in that capacity thereafter at the Project site.

C. EMPLOYEES

The Contractor shall permit only fit and skilled persons to perform the Work. The Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. The Contractor will remove from its employment on the Project any person who deliberately or persistently produces non-conforming Work or who fails or refuses to conform to reasonable rules of personal conduct contained in the Contract Documents or implemented by the Owner and delivered to the Contractor in writing during the course of the Work.

ARTICLE 7

REVIEW of CONTRACT DOCUMENTS and FIELD CONDITIONS by CONTRACTOR

A. In order to facilitate assembly and installation of the Work in accordance with the Contract

Documents, before starting each portion of the Work, the Contractor shall examine and compare the relevant Contract Documents, and compare them to relevant field measurements made by the Contractor and any conditions at the site affecting that portion of the Work.

- B.** If the Contractor discovers any errors, omissions, or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Architect as a written request for information that includes a detailed statement identifying the specific Drawings or Specifications that are in need of clarification and the error, omission, or inconsistency discovered in them.

 - (1)** The Contractor shall not be expected to act as a licensed design professional and ascertain whether the Contract Documents comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, but the Contractor shall be obligated to promptly notify the Architect of any such noncompliance discovered by or made known to the Contractor. If the Contractor performs Work without fulfilling this notification obligation, the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
 - (2)** The Contractor shall not be liable to the Owner for errors, omissions, or inconsistencies that may exist in the Contract Documents, or between the Contract Documents and conditions at the site, unless the Contractor knowingly fails to report a discovered error, omission, or inconsistency to the Architect, in which case the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
- C.** If the Contractor considers the Architect's response to a request for information to constitute a change to the Contract Documents involving additional costs and/or time, the Contractor shall follow the procedures of Article 20, Claims for Extra Cost or Extra Work.
- D.** If, with undue frequency, the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations, or clarifications, the Contractor shall be liable to the Owner for reasonable charges from the Architect for the additional services required to review, research, and respond to such requests for information.

ARTICLE 8

SURVEYS by CONTRACTOR

- A.** The Contractor shall provide competent engineering services to assure accurate execution of the Work in accordance with the Contract Documents. The Contractor shall verify the figures given for the contours, approaches and locations shown on the Drawings before starting any Work and be responsible for the accuracy of the finished Work. Without extra cost to the Owner, the Contractor shall engage a licensed surveyor if necessary to verify boundary lines, keep within property lines, and shall be responsible for encroachments on rights or property of public or surrounding property owners.
- B.** The Contractor shall establish all base lines for the location of the principal components of the Work and make all detail surveys necessary for construction, including grade stakes, batter boards and other working points, lines and elevations. If the Work involves alteration of or addition to existing structures or improvements, the Contractor shall locate and measure elements of the existing conditions as is necessary to facilitate accurate fabrication, assembly, and installation of new Work in the relationship, alignment, and/or connection to the existing structure or improvement as is shown in the Contract Documents.

ARTICLE 9

SUBMITTALS

- A.** Where required by the Contract Documents, the Contractor shall submit shop drawings, product data, samples and other information (hereinafter referred to as Submittals) to the Architect for the purpose of demonstrating the way by which the Contractor proposes to conform to the requirements of the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.
- B.** The Contractor shall be responsible to the Owner for the accuracy of its Submittals and the conformity of its submitted information to the requirements of the Contract Documents. Each Submittal shall bear the Contractor's approval, evidencing that the Contractor has reviewed and found the information to be in compliance with the requirements of the Contract Documents. Submittals which are not marked as reviewed and approved by the Contractor may be returned by the Architect without action.
- C.** The Contractor shall prepare and deliver its submittals to the Architect sufficiently in advance of construction requirements and in a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. In coordinating the Submittal process with its construction schedule, the Contractor shall allow sufficient time to permit adequate review by the Architect.
- D.** By approving a Submittal the Contractor represents not only that the element of Work presented in the Submittal complies with the requirements of the Contract Documents, but also that the Contractor has:

 - (1) found the layout and/or dimensions in the Submittal to be comparable with those in the Contract Documents and other relevant Submittals and has made field measurements as necessary to verify their accuracy, and
 - (2) determined that products, materials, systems, equipment and/or procedures presented in the Submittal are compatible with those presented, or being presented, in other relevant Submittals and with the Contractor's intended Construction Methods.
- E.** The Contractor shall not fabricate or perform any portion of the Work for which the Contract Documents require Submittals until the respective Submittals have been approved by the Architect.
- F.** In the case of a resubmission, the Contractor shall direct specific attention to all revisions in a Submittal. The Architect's approval of a resubmission shall not apply to any revisions that were not brought to the Architect's attention.
- G.** If the Contract Documents specify that a Submittal is to be prepared and sealed by a registered architect or licensed engineer retained by the Contractor, all drawings, calculations, specifications, and certifications of the Submittal shall bear the Alabama seal of registration and signature of the registered/licensed design professional who prepared them or under whose supervision they were prepared. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of such a Submittal, provided that all performance and design criteria that such Submittal must satisfy are sufficiently specified in the Contract Documents. The Architect will review, approve or take other appropriate action on such a Submittal only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design

criteria specified in the Contract Documents.

H. DEVIATIONS

(1) The Architect is authorized by the Owner to approve “minor” deviations from the requirements of the Contract Documents. “Minor” deviations are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Deviations which are not “minor” may be authorized only by the Owner through the Change Order procedures of Article 19.

(2) Any deviation from the requirements of the Contract Documents contained in a Submittal shall be clearly identified as a “Deviation from Contract Requirements” (or by similar language) within the Submittal and, in a letter transmitting the Submittal to the Architect, the Contractor shall direct the Architect’s attention to, and request specific approval of, the deviation. Otherwise, the Architect’s approval of a Submittal does not constitute approval of deviations from the requirements of the Contract Documents contained in the Submittal.

(3) The Contractor shall bear all costs and expenses of any changes to the Work, changes to work performed by the Owner or separate contractors, or additional services by the Architect required to accommodate an approved deviation unless the Contractor has specifically informed the Architect in writing of the required changes and a Change Order has been issued authorizing the deviation and accounting for such resulting changes and costs.

I. ARCHITECT’S REVIEW and APPROVAL

(1) The Architect will review the Contractor’s Submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and will approve or take other appropriate action upon them. This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities nor to substantiate installation instructions or performance of equipment or systems, all of which remain the responsibility of the Contractor. However, the Architect shall advise the Contractor of any errors or omissions which the Architect may detect during this review. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(2) The Architect will review and respond to all Submittals with reasonable promptness to avoid delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time to permit adequate review.

(3) No corrections or changes to Submittals indicated by the Architect will be considered as authorizations to perform Extra Work. If the Contractor considers such correction or change of a Submittal to require Work which differs from the requirements of the Contract Documents, the Contractor shall promptly notify the Architect in writing in accordance with Article 20, Claims for Extra Cost or Extra Work.

J. CONFORMANCE with SUBMITTALS

The Work shall be constructed in accordance with approved Submittals.

ARTICLE 10 DOCUMENTS and SAMPLES at the SITE

A. “AS ISSUED” SET

The Contractor shall maintain at the Project site, in good order, at least one copy of all Addenda, Change Orders, supplemental drawings, written directives and clarifications, and approved Submittals intact as issued, and an updated construction schedule.

B. “POSTED” SET

The Contractor shall maintain at the Project site, in good order, at least one set of the Drawings and Project Manual into which the Contractor has “posted”(incorporated) all Addenda, Change Orders, supplemental drawings, clarifications, and other information pertinent to the proper performance of the Work. The Contractor shall assure that all sets of the Drawings and Project Manuals being used by the Contractor, Subcontractors, and suppliers are “posted” with the current information to insure that updated Contract Documents are used for performance of the Work.

C. RECORD SET

One set of the Drawings and Project Manual described in Paragraph B shall be the Contractor’s record set in which the Contractor shall record all field changes, corrections, selections, final locations, and other information as will be duplicated on the “As-built” documents required under Article 11. The Contractor shall record such “as-built” information in its record set as it becomes available through progress of the Work. The Contractor’s performance of this requirement shall be subject to confirmation by the Architect at any time as a prerequisite to approval of Progress Payments.

- D.** The documents and samples required by this Article to be maintained at the Project site shall be readily available to the Architect, Owner, BC Project Inspector, and their representatives.

ARTICLE 11
“AS-BUILT” DOCUMENTS

- A.** Unless otherwise provided in the Contract Documents, the Contractor shall deliver two (2) sets of “As-built” documents, as described herein, to the Architect for submission to the Owner upon completion of the Work. Each set of “As-built” documents shall consist of a copy of the Drawings and Project Manual, in like-new condition, into which the Contractor has neatly incorporated all Addenda, Change Orders, supplemental drawings, clarifications, field changes, corrections, selections, actual locations of underground utilities, and other information as required herein or specified elsewhere in the Contract Documents.

- B.** The Contractor shall use the following methods for incorporating information into the “As-built” documents:

(1) Drawings

(a) To the greatest extent practicable, information shall be carefully drawn and lettered, in ink, on the Drawings in the form of sketches, details, plans, notes, and dimensions as required to provide a fully dimensioned record of the Work. When required for clarity, sketches, details, or partial plans shall be drawn on supplemental sheets and bound into the Drawings and referenced on the drawing being revised.

(b) Where a revised drawing has been furnished by the Architect, the drawing of latest date shall be bound into the Drawings in the place of the superseded drawing.

(c) Where a supplemental drawing has been furnished by the Architect, the supplemental drawing shall be bound into the Drawings in an appropriate location and referred to by notes added to the drawing being supplemented.

(d) Where the Architect has furnished details, partial plans, or lengthy notes of which it would be impractical for the Contractor to redraw or letter on a drawing, such information may be affixed to the appropriate drawing with transparent tape if space is available on the drawing.

(e) Any entry of information made in the Drawings that is the result of an Addendum or Change Order, shall identify the Addendum or Change Order from which it originated.

(2) Project Manual

(a) A copy of all Addenda and Change Orders, excluding drawings thereof, shall be bound in the front of the Project Manual.

(b) Where a document, form, or entire specification section is revised, the latest issue shall be bound into the Project Manual in the place of the superseded issue.

(c) Where information within a specification section is revised, the deleted or revised information shall be drawn through in ink and an adjacent note added identifying the Addendum or Change Order containing the revised information.

- C. Within ten days after the Date of Substantial Completion of the Work, or the last completed portion of the Work, the Contractor shall submit the “As-built” documents to the Architect for approval. If the Architect requires that any corrections be made, the documents will be returned in a reasonable time for correction and resubmission.

ARTICLE 12

PROGRESS SCHEDULE

(Not applicable if the Contract Time is 60 days or less.)

- A. The Contractor shall within fifteen days after the date of commencement stated in the Notice to Proceed, or such other time as may be provided in the Contract Documents, prepare and submit to the Architect for review and approval a practicable construction schedule informing the Architect and Owner of the order in which the Contractor plans to carry on the Work within the Contract Time. The Architect’s review and approval of the Contractor’s construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress of the Work and shall not be construed as a representation that the Architect has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.
- B. If a schedule format is not specified elsewhere in the Contract Documents, the construction schedule shall be prepared using ABC’ Form C-11, “Progress Schedule and Report”, (contained in the Project Manual) or similar format of suitable scale and detail to indicate the percentage of Work scheduled to be completed at the end of each month. At the end of each month the Contractor shall enter the actual percentage of completion on the construction schedule submit two copies to the Architect, and attach one copy to each copy of the monthly Application for Payment. The construction schedule shall be revised to reflect any agreed extensions of the Contract Time or as required by conditions of the Work.
- C. If a more comprehensive schedule format is specified elsewhere in the Contract Documents or voluntarily employed by the Contractor, ABC Form C-11 shall also be prepared, updated, and submitted as described in preceding Paragraph B.
- D. The Contractor’s construction schedule shall be used by the Contractor, Architect, and Owner to

determine the adequacy of the Contractor's progress. The Contractor shall be responsible for maintaining progress in accordance with the currently approved construction schedule and shall increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant and equipment as may be necessary to do so. If the Contractor's progress falls materially behind the currently approved construction schedule and, in the opinion of the Architect or Owner, the Contractor is not taking sufficient steps to regain schedule, the Architect may, with the Owner's concurrence, issue the Contractor a Notice to Cure pursuant to Article 27. In such a Notice to Cure the Architect may require the Contractor to submit such supplementary or revised construction schedules as may be deemed necessary to demonstrate the manner in which schedule will be regained.

ARTICLE 13

EQUIPMENT, MATERIALS, and SUBSTITUTIONS

- A. Every part of the Work shall be executed in a workmanlike manner in accordance with the Contract Documents and approved Submittals. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise.
- B. Whenever a product, material, system, item of equipment, or service is identified in the Contract Documents by reference to a trade name, manufacturer's name, model number, etc.(hereinafter referred to as "source"), and only one or two sources are listed, or three or more sources are listed and followed by "or approved equal" or similar wording, it is intended to establish a required standard of performance, design, and quality, and the Contractor may submit, for the Architect's approval, products, materials, systems, equipment, or services of other sources which the Contractor can prove to the Architect's satisfaction are equal to, or exceed, the standard of performance, design and quality specified, unless the provisions of Paragraph D below apply. Such proposed substitutions are not to be purchased or installed without the Architect's written approval of the substitution.
- C. If the Contract Documents identify three or more sources for a product, material, system, item of equipment or service to be used and the list of sources is not followed by "or approved equal" or similar wording, the Contractor may make substitution only after evaluation by the Architect and execution of an appropriate Contract Change Order.
- D. If the Contract Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the Contractor must furnish the identified sole source.

ARTICLE 14

SAFETY and PROTECTION of PERSONS and PROPERTY

- A. The Contractor shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state,

county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Nothing contained in this Contract shall be construed to mean that the Owner has employed the Architect nor has the Architect employed its consultants to administer, supervise, inspect, or take action regarding safety programs or conditions at the Project site.

- B.** The Contractor shall employ Construction Methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:
 - (1) workers and other persons on the Project site and in adjacent and other areas that may be affected by the Contractor's operations;
 - (2) the Work and materials and equipment to be incorporated into the Work and stored by the Contractor on or off the Project site; and
 - (3) other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the Contract Documents to be removed, relocated, or replaced.
- C.** The Contractor shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the Contractor, a Subcontractor, or anyone for whose acts they may be liable.
- D.** The Contractor shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property, including without limitation notices to adjoining property owners of excavation or other construction activities that potentially could cause damage or injury to adjoining property or persons thereon.
- E.** The Contractor shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the Contract and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.
- F.** If use or storage of explosives or other hazardous materials or equipment or unusual Construction Methods are necessary for execution of the Work, the Contractor shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activity.
- G.** The Contractor shall furnish a qualified safety representative at the Project site whose duties shall include the prevention of accidents. The safety representative shall be the Contractor's superintendent, unless the Contractor assigns this duty to another responsible member of its on-site staff and notifies the Owner and Architect in writing of such assignment.
- H.** The Contractor shall not permit a load to be applied, or forces introduced, to any part of the construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.
- I.** The Contractor shall have the right to act as it deems appropriate in emergency situations jeopardizing life or property. The Contractor shall be entitled to equitable adjustment of the Contract Sum or Contract Time for its efforts expended for the sole benefit of the Owner in an emergency. Such adjustment shall be determined as provided in Articles 19 and 20.

- J.** The duty of the Architect and the Architect's consultants to visit the Project site to conduct periodic inspections of the Work or for other purposes shall not give rise to a duty to review or approve the adequacy of the Contractor's safety program, safety supervisor, or any safety measure which Contractor takes or fails to take in, on, or near the Project site.

ARTICLE 15

HAZARDOUS MATERIALS

- A.** A Hazardous Material is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing its handling, disposal, and/or clean-up. Existing Hazardous Materials are Hazardous Materials discovered at the Project site and not introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable.
- B.** If, during the performance of the Work, the Contractor encounters a suspected Existing Hazardous Material, the Contractor shall immediately stop work in the affected area, take measures appropriate to the condition to keep people away from the suspected Existing Hazardous Material, and immediately notify the Architect and Owner of the condition in writing.
- C.** The Owner shall obtain the services of an independent laboratory or professional consultant, appropriately licensed and qualified, to determine whether the suspected material is a Hazardous Material requiring abatement and, if so, to certify after its abatement that it has been rendered harmless. Any abatement of Existing Hazardous Materials will be the responsibility of the Owner. The Owner will advise the Contractor in writing of the persons or entities who will determine the nature of the suspected material and those who will, if necessary, perform the abatement. The Owner will not employ persons or entities to perform these services to whom the Contractor or Architect has reasonable objection.
- D.** After certification by the Owner's independent laboratory or professional consultant that the material is harmless or has been rendered harmless, work in the affected area shall resume upon written agreement between the Owner and Contractor. If the material is found to be an Existing Hazardous Material and the Contractor incurs additional cost or delay due to the presence and abatement of the material, the Contract Sum and/or Contract Time shall be appropriately adjusted by a Contract Change Order pursuant to Article 19.
- E.** The Owner shall not be responsible for Hazardous Materials introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable unless such Hazardous Materials were required by the Contract Documents.

ARTICLE 16

INSPECTION of the WORK

A. GENERAL

(1) The Contractor is solely responsible for the Work's compliance with the Contract Documents; therefore, the Contractor shall be responsible to inspect in-progress and completed Work, and shall verify its compliance with the Contract Documents and that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the

subsequent Work. Neither the presence nor absence of inspections by the Architect, Owner, Director, BC Project Inspector, any public authority having jurisdiction, or their representatives shall relieve the Contractor of responsibility to inspect the Work, for responsibility for Construction Methods and safety precautions and programs in connection with the Work, or from any other requirement of the Contract Documents.

(2) The Architect, Owner, Director, BC Project Inspector, any public authority having jurisdiction, and their representatives shall have access at all times to the Work for inspection whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. All materials, workmanship, processes of manufacture, and methods of construction, if not otherwise stipulated in the Contract Documents, shall be subject to inspection, examination, and test at any and all places where such manufacture and/or construction are being carried on. Such inspections will not unreasonably interfere with the Contractor's operations.

(3) The Architect will inspect the Work as a representative of the Owner.

(4) The Contractor may be charged by the Owner for any extra cost of inspection incurred by the Owner or Architect on account of material and workmanship not being ready at the time of inspection set by the Contractor.

B. TYPES of INSPECTIONS

(1) **SCHEDULED INSPECTIONS and CONFERENCES.** Scheduled Inspections and Conferences are conducted by the Architect, scheduled by the Architect in coordination with the Contractor and BC Project Inspector, and are attended by the Contractor and applicable Subcontractors, suppliers and manufacturers, and the BC Project Inspector. Scheduled Inspections and Conferences of this Contract include:

(a) **Pre-construction Conference.**

(b) **Pre-roofing Conference** (not applicable if the Contract involves no roofing work)

(c) **Above Ceiling Inspection(s):** An above ceiling inspection of all spaces in the building is required before the ceiling material is installed. Above ceiling inspections are to be conducted at a time when all above ceiling systems are complete and tested to the greatest extent reasonable pending installation of the ceiling material. System identifications and markings are to be complete. All fire-rated construction including fire-stopping of penetrations and specified identification above the ceiling shall be complete. Ceiling framing and suspension systems shall be complete with lights, grilles and diffusers, access panels, fire protection drops for sprinkler heads, etc., installed in their final locations to the greatest extent reasonable. Above ceiling framing to support ceiling mounted equipment shall be complete. The above ceiling construction shall be complete to the extent that after the inspection the ceiling material can be installed without disturbance.

(d) **Final Inspection(s):** A Final Inspection shall establish that the Work, or a designated portion of the Work, is Substantially Complete in accordance with Article 32 and is accepted by the Architect, Owner, and BC Project Inspector as being ready for the Owner's occupancy or use. At the conclusion of this inspection, items requiring correction or completion ("punch list" items) shall be minimal and require only a short period of time for accomplishment to establish Final Acceptance of the Work. If the Work, or designated portion of the Work, includes the installation, or modification, of a fire alarm system or other life safety systems essential to occupancy, such systems shall have been tested and appropriately certified before the Final Inspection.

(e) **Year-end Inspection(s):** An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one year warranty period(s). The subsequent delivery of the Architect's report of this inspection will serve as confirmation that

the Contractor was notified of Defective Work found within the warranty period in accordance with Article 35.

(2) PERIODIC INSPECTIONS. Periodic Inspections are conducted throughout the course of the Work by the Architect, the Architect's consultants, their representatives, and the BC Project Inspector, jointly or independently, with or without advance notice to the Contractor.

(3) SPECIFIED INSPECTIONS and TESTS. Specified Inspections and Tests include inspections, tests, demonstrations, and approvals that are either specified in the Contract Documents or required by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction, to be performed by the Contractor, one of its Subcontractors, or an independent testing laboratory or firm (whether paid for by the Contractor or Owner).

C. INSPECTIONS by the ARCHITECT

(1) The Architect is not authorized to revoke, alter, relax, or waive any requirements of the Contract Documents (other than "minor" deviations as defined in Article 9 and "minor" changes as defined in Article 19), to finally approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents without concurrence of the Owner.

(2) The Architect will visit the site at intervals appropriate to the stage of the Contractor's operations and as otherwise necessary to:

- (a)** become generally familiar with the in-progress and completed Work and the quality of the Work,
- (b)** determine whether the Work is progressing in general accordance with the Contractor's schedule and is likely to be completed within the Contract Time,
- (c)** visually compare readily accessible elements of the Work to the requirements of the Contract Documents to determine, in general, if the Contractor's performance of the Work indicates that the Work will conform to the requirements of the Contract Documents when completed,
- (d)** endeavor to guard the Owner against Defective Work,
- (e)** review and address with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered, and
- (f)** keep the Owner fully informed about the Project.

(3) The Architect shall have the authority to reject Defective Work or require its correction, but shall not be required to make exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of Defective Work. However, it shall be an obligation of the Architect to report in writing, to the Owner, Contractor, and BC Project Inspector, any Defective Work recognized by the Architect.

(4) The Architect shall have the authority to require the Contractor to stop work only when, in the Architect's reasonable opinion, such stoppage is necessary to avoid Defective Work. The Architect shall not be liable to the Contractor or Owner for the consequences of any decisions made by the Architect in good faith either to exercise or not to exercise this authority.

(5) "Inspections by the Architect" includes appropriate inspections by the Architect's consultants as dictated by their respective disciplines of design and the stage of the Contractor's operations.

D. Not Used

E. UNCOVERING WORK

(1) If the Contractor covers a portion of the Work before it is examined by the Architect and this is contrary to the Architect's request or specific requirements in the Contract Documents, then, upon written request of the Architect, the Work must be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

(2) Without a prior request or specific requirement that Work be examined by the Architect before it is covered, the Architect may request that Work be uncovered for examination and the Contractor shall uncover it. If the Work is in accordance with the Contract Documents, the Contract Sum shall be equitably adjusted under Article 19 to compensate the Contractor for the costs of uncovering and replacement. If the Work is not in accordance with the Contract Documents, uncovering, correction, and replacement shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

F. SPECIFIED INSPECTIONS and TESTS

(1) The Contractor shall schedule and coordinate Specified Inspections and Tests to be made at appropriate times so as not to delay the progress of the Work or the work of the Owner or separate contractors. If the Contract Documents require that a Specified Inspection or Test be witnessed or attended by the Architect or Architect's consultant, the Contractor shall give the Architect timely notice of the time and place of the Specified Inspection or Test. If a Specified Inspection or Test reveals that Work is not in compliance with requirements of the Contract Documents, the Contractor shall bear the costs of correction, repeating the Specified Inspection or Test, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services. Through appropriate Contract Change Order the Owner shall bear costs of tests, inspections or approvals which become Contract requirements subsequent to the receipt of bids.

(2) If the Architect, Owner, or public authority having jurisdiction determines that inspections, tests, demonstrations, or approvals in addition to Specified Inspections and Tests are required, the Contractor shall, upon written instruction from the Architect, arrange for their performance by an entity acceptable to the Owner, giving timely notice to the architect of the time and place of their performance. Related costs shall be borne by the Owner unless the procedures reveal that Work is not in compliance with requirements of the Contract Documents, in which case the Contractor shall bear the costs of correction, repeating the procedures, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services.

(3) Unless otherwise required by the Contract Documents, required certificates of Specified Inspections and Tests shall be secured by the Contractor and promptly delivered to the Architect.

(4) Failure of any materials to pass Specified Inspections and Tests will be sufficient cause for refusal to consider any further samples of the same brand or make of that material for use in the Work.

ARTICLE 17 CORRECTION of DEFECTIVE WORK

- A. The Contractor shall, at the Contractor's expense, promptly correct Defective Work rejected by the Architect or which otherwise becomes known to the Contractor, removing the rejected or nonconforming materials and construction from the project site.
- B. Correction of Defective Work shall be performed in such a timely manner as will avoid delay of completion, use, or occupancy of the Work and the work of the Owner and separate contractors.
- C. The Contractor shall bear all expenses related to the correction of Defective Work, including but not limited to: (1) additional testing and inspections, including repeating Specified Inspections and Tests, (2) reasonable services and expenses of the Architect, and (3) the expense of making good all work of the Contractor, Owner, or separate contractors destroyed or damaged by the correction of Defective Work.

ARTICLE 18

DEDUCTIONS for UNCORRECTED WORK

If the Owner deems it advisable and in the Owner's interest to accept Defective Work, the Owner may allow part or all of such Work to remain in place, provided an equitable deduction from the Contract Sum, acceptable to the Owner, is offered by the Contractor.

ARTICLE 19

CHANGES in the WORK

A. GENERAL

(1) The Owner may at any time direct the Contractor to make changes in the Work which are within the general scope of the Contract, including changes in the Drawings, Specifications, or other portions of the Contract Documents to add, delete, or otherwise revise portions of the Work. The Architect is authorized by the Owner to direct "minor" changes in the Work by written order to the Contractor. "Minor" changes in the Work are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Changes in the Work which are not "minor" may be authorized only by the Owner.

(2) If the Owner directs a change in the Work, the change shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract, stating their agreement upon the change or changes in the Work and the adjustments, if any, in the Contract Sum and the Contract Time.

(3) Subject to compliance with Alabama's Public Works Law, the Owner may, upon agreement by the Contractor, incorporate previously unawarded bid alternates into the Contract.

(4) In the event of a claim or dispute as to the appropriate adjustment to the Contract Sum or Contract Time due to a directive to make changes in the Work, the Work shall proceed as provided in this article subject to subsequent agreement of the parties or final resolution of the dispute pursuant to Article 24.

(5) Consent of surety will be obtained for all Contract Change Orders involving an increase in the Contract Sum.

(6) Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly to perform changes in the Work, unless otherwise directed by the Owner through the Architect.

B. DETERMINATION of ADJUSTMENT of the CONTRACT SUM

The adjustment of the Contract Sum resulting from a change in the Work shall be determined by one of the following methods, or a combination thereof, as selected by the Owner:

(1) **Lump Sum.** By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor. Additions to the Contract Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved the total mark-up for the Contractor and a Subcontractor shall not exceed 25%. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

(2) **Unit Price.** By application of Unit Prices included in the Contract or subsequently agreed to by the parties. However, if the character or quantity originally contemplated is materially changed so that application of such unit price to quantities of Work proposed will cause substantial inequity to either party, the applicable unit price shall be equitably adjusted.

(3) **Force Account.** By directing the Contractor to proceed with the change in the Work on a "force account" basis under which the Contractor shall be reimbursed for reasonable expenditures incurred by the Contractor and its Subcontractors in performing added Work and the Owner shall receive reasonable credit for any deleted Work. The Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting of the cost of the change together with sufficient supporting data. Unless otherwise stated in the directive, the adjustment of the Contract Sum shall be limited to the following:

(a) costs of labor and supervision, including employee benefits, social security, retirement, unemployment and workers' compensation insurance required by law, agreement, or under Contractor's or Subcontractor's standard personnel policy;

(b) cost of materials, supplies and equipment, including cost of delivery, whether incorporated or consumed;

(c) rental cost of machinery and equipment, not to exceed prevailing local rates if contractor-owned;

(d) costs of premiums for insurance required by the Contract Documents, permit fees, and sales, use or similar taxes related to the change in the Work;

(e) reasonable credits to the Owner for the value of deleted Work, without Contractor or Subcontractor mark-ups; and

(f) for additions to the Contract Sum, mark-up of the Contractor's direct costs for overhead and profit not exceeding 15% on Contractor's work nor exceeding 25% for Contractor and Subcontractor on a Subcontractor's work. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's

indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, watchman, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

C. ADJUSTMENT of the CONTRACT TIME due to CHANGES

(1) Unless otherwise provided in the Contract Documents, the Contract Time shall be equitably adjusted for the performance of a change provided that the Contractor notifies the Architect in writing that the change will increase the time required to complete the Work. Such notice shall be provided no later than:

- (a) with the Contractor's cost proposal stating the number of days of extension requested, or
- (b) within ten days after the Contractor receives a directive to proceed with a change in advance of submitting a cost proposal, in which case the notice should provide an estimated number of days of extension to be requested, which may be subject to adjustment in the cost proposal.

(2) The Contract Time shall be extended only to the extent that the change affects the time required to complete the entire Work of the Contract, taking into account the concurrent performance of the changed and unchanged Work.

D. CHANGE ORDER PROCEDURES

(1) If the Owner proposes to make a change in the Work, the Architect will request that the Contractor provide a cost proposal for making the change to the Work. The request shall be in writing and shall adequately describe the proposed change using drawings, specifications, narrative, or a combination thereof. Within 21 days after receiving such a request, or such other time as may be stated in the request, the Contractor shall prepare and submit to the Architect a written proposal, properly itemized and supported by sufficient substantiating data to facilitate evaluation. The stated time within which the Contractor must submit a proposal may be extended if, within that time, the Contractor makes a written request with reasonable justification thereof.

(2) The Contractor may voluntarily offer a change proposal which, in the Contractor's opinion, will reduce the cost of construction, maintenance, or operation or will improve the cost-effective performance of an element of the Project, in which case the Owner, through the Architect, will accept, reject, or respond otherwise within 21 days after receipt of the proposal, or such other reasonable time as the Contractor may state in the proposal.

(3) If the Contractor's proposal is acceptable to the Owner, or is negotiated to the mutual agreement of the Contractor and Owner, the Architect will prepare an appropriate Contract Change Order for execution. Upon receipt of the fully executed Contract Change Order, the Contractor shall proceed with the change.

(4) In advance of delivery of a fully executed Contract Change Order, the Architect may furnish to the Contractor a written authorization to proceed with an agreed change. However, such an authorization shall be effective only if it:

- (a) identifies the Contractor's accepted or negotiated proposal for the change,
- (b) states the agreed adjustments, if any, in Contract Sum and Contract Time,
- (c) states that funds are available to pay for the change, and
- (d) is signed by the Owner.

(5) If the Contractor and Owner cannot agree on the amount of the adjustment in the Contract Sum for a change, the Owner, through the Architect, may order the Contractor to proceed with the change on a Force Account basis, but the net cost to the Owner shall not exceed the amount quoted in the Contractor's proposal. Such order shall state that funds are available to pay for the change.

(6) If the Contractor does not promptly respond to a request for a proposal, or the Owner determines that the change is essential to the final product of the Work and that the change must be effected immediately to avoid delay of the Project, the Owner may:

(a) determine with the Contractor a sufficient maximum amount to be authorized for the change and

(b) direct the Contractor to proceed with the change on a Force Account basis pending delivery of the Contractor's proposal, stating the maximum increase in the Contract Sum that is authorized for the change.

(7) Pending agreement of the parties or final resolution of any dispute of the total amount due the Contractor for a change in the Work, amounts not in dispute for such changes in the Work may be included in Applications for Payment accompanied by an interim Change Order indicating the parties' agreement with part of all of such costs or time extension. Once a dispute is resolved, it shall be implemented by preparation and execution of an appropriate Change Order.

ARTICLE 20

CLAIMS for EXTRA COST or EXTRA WORK

- A. If the Contractor considers any instructions by the Architect, Owner, BC Project Inspector, or public authority having jurisdiction to be contrary to the requirements of the Contract Documents and will involve extra work and/or cost under the Contract, the Contractor shall give the Architect written notice thereof within ten days after receipt of such instructions, and in any event before proceeding to execute such work. As used in this Article, "instructions" shall include written or oral clarifications, directions, instructions, interpretations, or determinations.
- B. The Contractor's notification pursuant to Paragraph 20.A shall state: (1) the date, circumstances, and source of the instructions, (2) that the Contractor considers the instructions to constitute a change to the Contract Documents and why, and (3) an estimate of extra cost and time that may be involved to the extent an estimate may be reasonably made at that time.
- C. Except for claims relating to an emergency endangering life or property, no claim for extra cost or extra work shall be considered in the absence of prior notice required under Paragraph 20.A.
- D. Within ten days of receipt of a notice pursuant to Paragraph 20.A, the Architect will respond in writing to the Contractor, stating one of the following:
- (1) The cited instruction is rescinded.
- (2) The cited instruction is a change in the Work and in which manner the Contractor is to proceed with procedures of Article 19, Changes in the Work.
- (3) The cited instruction is reconfirmed, is not considered by the Architect to be a change in the Contract Documents, and the Contractor is to proceed with Work as instructed.

- E. If the Architect's response to the Contractor is as in Paragraph 20.D(3), the Contractor shall proceed with the Work as instructed. If the Contractor continues to consider the instructions to constitute a change in the Contract Documents, the Contractor shall, within ten days after receiving the Architect's response, notify the Architect in writing that the Contractor intends to submit a claim pursuant to Article 24, Resolution of Claims and Disputes

ARTICLE 21

DIFFERING SITE CONDITIONS

A. DEFINITION

"Differing Site Conditions" are:

- (1) subsurface or otherwise concealed physical conditions at the Project site which differ materially from those indicated in the Contract Documents, or
- (2) unknown physical conditions at the Project site which are of an unusual nature, differing materially from conditions ordinarily encountered and generally recognized as inherent in construction activities of the character required by the Contract Documents.

B. PROCEDURES

If Differing Site Conditions are encountered, then the party discovering the condition shall promptly notify the other party before the condition is disturbed and in no event later than ten days after discovering the condition. Upon such notice and verification that a Differing Site Condition exists, the Architect will, with reasonable promptness and with the Owner's concurrence, make changes in the Drawings and/or Specifications as are deemed necessary to conform to the Differing Site Condition. Any increase or decrease in the Contract Sum or Contract Time that is warranted by the changes will be made as provided under Article 19, Changes in the Work. If the Architect determines a Differing Site Condition has not been encountered, the Architect shall notify the Owner and Contractor in writing, stating the reason for that determination.

ARTICLE 22

CLAIMS for DAMAGES

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after the discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

ARTICLE 23

DELAYS

- A. A delay beyond the Contractor's control at any time in the commencement or progress of Work by an act or omission of the Owner, Architect, or any separate contractor or by labor disputes, unusual delay in deliveries, unavoidable casualties, fires, abnormal floods, tornadoes, or other cataclysmic events of nature, may entitle the Contractor to an extension of the Contract Time provided,

however, that the Contractor shall, within ten days after the delay first occurs, give written notice to the Architect of the cause of the delay and its probable effect on progress of the entire Work.

- B.** Adverse weather conditions that are more severe than anticipated for the locality of the Work during any given month may entitle the Contractor to an extension of Contract Time provided, however;
- (1) the weather conditions had an adverse effect on construction scheduled to be performed during the period in which the adverse weather occurred, which in reasonable sequence would have an effect on completion of the entire Work,
 - (2) the Contractor shall, within twenty-one days after the end of the month in which the delay occurs, give the Architect written notice of the delay that occurred during that month and its probable effect on progress of the Work, and
 - (3) within a reasonable time after giving notice of the delay, the Contractor provides the Architect with sufficient data to document that the weather conditions experienced were unusually severe for the locality of the Work during the month in question. Unless otherwise provided in the Contract Documents, data documenting unusually severe weather conditions shall compare actual weather conditions to the average weather conditions for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record-keeping entities.
- C.** Adjustments, if any, of the Contract Time pursuant to this Article shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract or, at closeout of the Contract, by mutual written agreement between the Contractor and Owner. The adjustment of the Contract Time shall not exceed the extent to which the delay extends the time required to complete the entire Work of the Contract.
- D.** The Contractor shall not be entitled to any adjustment of the Contract Sum for damage due to delays claimed pursuant to this Article unless the delay was caused by the Owner or Architect and was either:
- (1) the result of bad faith or active interference or
 - (2) beyond the contemplation of the parties and not remedied within a reasonable time after notification by the Contractor of its presence.

ARTICLE 24

RESOLUTION of CLAIMS and DISPUTES

A. APPLICABILITY of ARTICLE

- (1) As used in this Article, “Claims and Disputes” include claims or disputes asserted by the Contractor, its Surety, or Owner arising out of or related to the Contract, or its breach, including without limitation claims seeking, under the provisions of the Contract, equitable adjustment of the Contract Sum or Contract Time and claims and disputes arising between the Contractor (or its Surety) and Owner regarding interpretation of the Contract Documents, performance of the Work, or breach of or compliance with the terms of the Contract.

(2) “Resolution” addressed in this Article applies only to Claims and Disputes arising between the Contractor (or its Surety) and Owner and asserted after execution of the Construction Contract and prior to the date upon which final payment is made. Upon making application for final payment the Contractor may reserve the right to subsequent Resolution of existing Claims by including a list of all Claims, in stated amounts, which remain to be resolved and specifically excluding them from any release of claims executed by the Contractor, and in that event Resolution may occur after final payment is made.

B. CONTINUANCE of PERFORMANCE

An unresolved Claim or Dispute shall not be just cause for the Contractor to fail or refuse to proceed diligently with performance of the Contract or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

C. GOOD FAITH EFFORT to SETTLE

The Contractor and Owner agree that, upon the assertion of a Claim by the other, they will make a good faith effort, with the Architect’s assistance and advice, to achieve mutual resolution of the Claim. If mutually agreed, the Contractor and Owner may endeavor to resolve a Claim through mediation. If efforts to settle are not successful, the Claim shall be resolved in accordance with paragraph D or E below, whichever applies.

D. Not Used

E. FINAL RESOLUTION for LOCALLY-FUNDED CONTRACTS

If the Contract is funded in whole with funds provided by a city or county board of education or other local governmental authority and the Contract Documents do not stipulate a binding alternative dispute resolution method, the final resolution of Claims and Disputes which cannot be resolved by the Contractor (or its Surety) and Owner may be by any legal remedy available to the parties. Alternatively, upon the written agreement of the Contractor (or its Surety) and the Owner, final Resolution of Claims and Disputes may be by submission to binding arbitration before a neutral arbitrator or panel or by submission to the Director in accordance with preceding Paragraph D.

ARTICLE 25

OWNER’S RIGHT to CORRECT DEFECTIVE WORK

If the Contractor fails or refuses to correct Defective Work in a timely manner that will avoid delay of completion, use, or occupancy of the Work or work by the Owner or separate contractors, the Architect may give the Contractor written Notice to Cure the Defective Work within a reasonable, stated time. If within ten days after receipt of the Notice to Cure the Contractor has not proceeded and satisfactorily continued to cure the Defective Work or provided the Architect with written verification that satisfactory positive action is in process to cure the Defective Work, the Owner may, without prejudice to any other remedy available to the Owner, correct the Defective Work and deduct the actual cost of the correction from payment then or thereafter due to the Contractor.

ARTICLE 26

OWNER'S RIGHT to STOP or SUSPEND the WORK

A. STOPPING the WORK for CAUSE

If the Contractor fails to correct Defective Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work, or any part of the Work, until the cause for the Owner's directive has been eliminated; however, the Owner's right to stop the Work shall not be construed as a duty of the Owner to be exercised for the benefit of the Contractor or any other person or entity.

B. SUSPENSION by the OWNER for CONVENIENCE

(1) The Owner may, at any time and without cause, direct the Contractor in writing to suspend, delay or interrupt the Work, or any part of the Work, for a period of time as the Owner may determine.

(2) The Contract Sum and Contract Time shall be adjusted, pursuant to Article 19, for reasonable increases in the cost and time caused by an Owner-directed suspension, delay or interruption of Work for the Owner's convenience. However, no adjustment to the Contract Sum shall be made to the extent that the same or concurrent Work is, was or would have been likewise suspended, delayed or interrupted for other reasons not caused by the Owner.

ARTICLE 27

OWNER'S RIGHT to TERMINATE CONTRACT

A. TERMINATION by the OWNER for CAUSE

(1) **Causes:** The Owner may terminate the Contractor's right to complete the Work, or any designated portion of the Work, if the Contractor:

- (a) should be adjudged bankrupt, or should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency to the extent termination for these reasons is permissible under applicable law;
- (b) refuses or fails to prosecute the Work, or any part of the Work, with the diligence that will ensure its completion within the Contract Time, including any extensions, or fails to complete the Work within the Contract Time;
- (c) refuses or fails to perform the Work, including prompt correction of Defective Work, in a manner that will ensure that the Work, when fully completed, will be in accordance with the Contract Documents;
- (d) fails to pay for labor or materials supplied for the Work or to pay Subcontractors in accordance with the respective Subcontract;
- (e) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or the instructions of the Architect or Owner; or
- (f) is otherwise guilty of a substantial breach of the Contract.

(2) **Procedure for Unbonded Construction Contracts (Generally, contracts less than \$50,000):**

- (a) **Notice to Cure:** In the presence of any of the above conditions the Architect may give the Contractor written notice to cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.

(b) Notice of Termination: If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor written notice that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.

(c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a seven day Notice of Termination without giving the Contractor another Notice to Cure.

(d) At the expiration of the seven days of the termination notice, the Owner may:

.1 take possession of the site, of all materials and equipment stored on and off site, and of all Contractor-owned tools, construction equipment and machinery, and facilities located at the site, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

(e) The Contractor shall not be entitled to receive further payment under the Contract until the Work is completed.

(f) If the Owner's cost of completing the Work, including correction of Defective Work, compensation for additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees due to the default and termination, is less than the unpaid balance of the Contract Sum, the excess balance less liquidated damages for delay shall be paid to the Contractor. If such cost to the Owner including attorney's fees, plus liquidated damages, exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. Final Resolution of any claim or Dispute involving the termination or any amount due any party as a result of the termination shall be pursuant to Article 24.

(g) Upon the Contractor's request, the Owner shall furnish to the Contractor a detailed accounting of the Owner's cost of completing the Work.

(3) Procedure for Bonded Construction Contracts (Generally, contracts over \$50,000):

(a) Notice to Cure: In the presence of any of the above conditions the Architect may give the Contractor and its Surety written Notice to Cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.

(b) Notice of Termination: If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor and its Surety written notice declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.

(c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a Notice of Termination without giving the Contractor another Notice to Cure.

(d) Demand on the Performance Bond: With the Notice of Termination the Owner shall give the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation to take charge of and complete the Work in accordance with the terms of the Performance Bond.

(e) Surety Claims: Upon receiving the Owner's demand on the Performance Bond, the Surety shall assume all rights and obligations of the Contractor under the Contract. However,

the Surety shall also have the right to assert "Surety Claims" to the Owner, which are defined as claims relating to acts or omissions of the Owner or Architect prior to termination of the Contractor which may have prejudiced its rights as Surety or its interest in the unpaid balance of the Contract Sum. If the Surety wishes to assert a Surety Claim, it shall give the Owner, through the Architect, written notice within twenty-one days after first recognizing the condition giving rise to the Surety Claim. The Surety Claim shall then be submitted to the Owner, through the Architect, no later than sixty days after giving notice thereof, but no such Surety Claims shall be considered if submitted after the date upon which final payment becomes due. Final resolution of Surety Claims shall be pursuant to Article 24, Resolution of Claims and Disputes. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

(f) Payments to Surety: The Surety shall be paid for completing the Work in accordance with the Contract Documents as if the Surety were the Contractor. The Owner shall have the right to deduct from payments to the Surety any reasonable costs incurred by the Owner, including compensation for additional architectural, engineering, managerial, and administrative services, and attorneys' fees as necessitated by termination of the Contractor and completion of the Work by the Surety. No further payments shall be made to the Contractor by the Owner. The Surety shall be solely responsible for any accounting to the Contractor for the portion of the Contract Sum paid to Surety by Owner or for the costs and expenses of completing the Work.

(4) Wrongful Termination: If any notice of termination by the Owner for cause, made in good faith, is determined to have been wrongly given, such termination shall be effective and compensation therefore determined as if it had been a termination for convenience pursuant to Paragraph B below.

B. TERMINATION by the OWNER for CONVENIENCE

(1) The Owner may, without cause and at any time, terminate the performance of Work under the Contract in whole, or in part, upon determination by the Owner that such termination is in the Owner's best interest. Such termination is referred to herein as Termination for Convenience.

(2) Upon receipt of a written notice of Termination for Convenience from the Owner, the Contractor shall:

- (a)** stop Work as specified in the notice;
- (b)** enter into no further subcontracts or purchase orders for materials, services, or facilities, except as may be necessary for Work directed to be performed prior to the effective date of the termination or to complete Work that is not terminated;
- (c)** terminate all existing subcontracts and purchase orders to the extent they relate to the terminated Work;
- (d)** take such actions as are necessary, or directed by the Architect or Owner, to protect, preserve, and make safe the terminated Work; and
- (e)** complete performance of the Work that is not terminated.

(3) In the event of Termination for Convenience, the Contractor shall be entitled to receive payment for the Work performed prior to its termination, including materials and equipment purchased and delivered for incorporation into the terminated Work, and any reasonable costs incurred because of the termination. Such payment shall include reasonable mark-up of costs for overhead and profit, not to exceed the limits stated in Article 19, Changes in the Work. The

Contractor shall be entitled to receive payment for reasonable anticipated overhead (“home office”) and shall not be entitled to receive payment for any profits anticipated to have been gained from the terminated Work. A proposal for decreasing the Contract Sum shall be submitted to the Architect by the Contractor in such time and detail, and with such supporting documentation, as is reasonably directed by the Owner. Final modification of the Contract shall be by Contract Change Order pursuant to Article 19. Any Claim or Dispute involving the termination or any amount due a party as a result shall be resolved pursuant to Article 24.

ARTICLE 28

CONTRACTOR’S RIGHT to SUSPEND or TERMINATE the CONTRACT

A. SUSPENSION by the OWNER

If all of the Work is suspended or delayed for the Owner’s convenience or under an order of any court, or other public authority, for a period of sixty days, through no act or fault of the Contractor or a Subcontractor, or anyone for whose acts they may be liable, then the Contractor may give the Owner a written Notice of Termination which allows the Owner fourteen days after receiving the Notice in which to give the Contractor appropriate written authorization to resume the Work. Absent the Contractor’s receipt of such authorization to resume the Work, the Contract shall terminate upon expiration of this fourteen day period and the Contractor will be compensated by the Owner as if the termination had been for the Owner’s convenience pursuant to Article 27.B.

B. NONPAYMENT

The Owner’s failure to pay the undisputed amount of an Application for Payment within sixty days after receiving it from the Architect (Certified pursuant to Article 30) shall be just cause for the Contractor to give the Owner fourteen days’ written notice that the Work will be suspended pending receipt of payment but that the Contract shall terminate if payment is not received within fourteen days (or a longer period stated by the Contractor) of the expiration of the fourteen day notice period.

(1) If the Work is then suspended for nonpayment, but resumed upon receipt of payment, the Contractor will be entitled to compensation as if the suspension had been by the Owner pursuant to Article 26, Paragraph B.

(2) If the Contract is then terminated for nonpayment, the Contractor will be entitled to compensation as if the termination had been by the Owner pursuant to Article 27, Paragraph B.

ARTICLE 29

PROGRESS PAYMENTS

A. FREQUENCY of PROGRESS PAYMENTS

Unless otherwise provided in the Contract Documents, the Owner will make payments to the Contractor as the Work progresses based on monthly estimates prepared and certified by the Contractor, approved and certified by the Architect, and approved by the Owner and other

authorities whose approval is required.

B. SCHEDULE of VALUES

Within ten days after receiving the Notice to Proceed the Contractor shall submit to the Architect a Schedule of Values, which is a breakdown of the Contract Sum showing the value of the various parts of the Work for billing purposes. The Schedule of Values shall be prepared on 8 1/2" x 11" paper in a format that is acceptable to the Architect and Owner and shall divide the Contract Sum into as many parts ("line items") as the Architect and Owner determine necessary to permit evaluation and to show amounts attributable to Subcontractors. The Contractor's overhead and profit are to be proportionately distributed throughout the line items of the Schedule of Values. Upon approval, the Schedule of Values shall be used as a basis for monthly Applications for Payment, unless it is later found to be in error. Approved change order amounts shall be added to or incorporated into the Schedule of Values as mutually agreed by the Contractor and Architect.

C. APPLICATIONS for PAYMENTS

(1) Based on the approved Schedule of Values, each monthly Application for Payment shall show the Contractor's estimate of the value of Work performed in each line item as of the end of the billing period. The Contractor's cost of materials and equipment not yet incorporated into the Work, but delivered and suitably stored on the site, may be considered in monthly Applications for Payment.

(2) The Contractor's estimate of the value of Work performed and stored materials must represent such reasonableness as to warrant certification by the Architect to the Owner in accordance with Article 30. Each monthly Application for Payment shall be supported by such data as will substantiate the Contractor's right to payment, including without limitation copies of requisitions from subcontractors and material suppliers.

(3) If no other date is stated in the Contract Documents or agreed upon by the parties, each monthly Application for Payment shall be submitted to the Architect on or about the first day of each month and payment shall be issued to the Contractor within thirty days after an Application for Payment is Certified pursuant to Article 30 and delivered to the Owner

D. MATERIALS STORED OFF SITE

Unless otherwise provided in the Contract Documents, the Contractor's cost of materials and equipment to be incorporated into the Work, which are stored off the site, may also be considered in monthly Applications for Payment under the following conditions:

- (1) the contractor has received written approval from the Architect and Owner to store the materials or equipment off site in advance of delivering the materials to the off site location;
- (2) a Certificate of Insurance is furnished to the Architect evidencing that a special insurance policy, or rider to an existing policy, has been obtained by the Contractor providing all-risk property insurance coverage, specifically naming the materials or equipment stored, and naming the Owner as an additionally insured party;
- (3) the Architect is provided with a detailed inventory of the stored materials or equipment and the materials or equipment are clearly marked in correlation to the inventory to facilitate inspection and verification of the presence of the materials or equipment by the Architect or Owner;

- (4) the materials or equipment are properly and safely stored in a bonded warehouse, or a facility otherwise approved in advance by the Architect and Owner; and
- (5) compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

E. RETAINAGE

(1) "Retainage" is defined as the money earned and, therefore, belonging to the Contractor (subject to final settlement of the Contract) which has been retained by the Owner conditioned on final completion and acceptance of all Work required by the Contract Documents. Retainage shall not be relied upon by Contractor (or Surety) to cover or off-set unearned monies attributable to uncompleted or uncorrected Work.

(2) In making progress payments the Owner shall retain five percent of the estimated value of Work performed and the value of the materials stored for the Work; but after retainage has been held upon fifty percent of the Contract Sum, no additional retainage will be withheld.

F. CONTRACTOR'S CERTIFICATION

(1) Each Application for Payment shall bear the Contractor's notarized certification that, to the best of the Contractor's knowledge, information, and belief, the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner and that the current payment shown in the Application for Payment has not yet been received.

(2) By making this certification the Contractor represents to the Architect and Owner that, upon receipt of previous progress payments from the Owner, the Contractor has promptly paid each Subcontractor, in accordance with the terms of its agreement with the Subcontractor, the amount due the Subcontractor from the amount included in the progress payment on account of the Subcontractor's Work and stored materials. The Architect and Owner may advise Subcontractors and suppliers regarding percentages of completion or amounts requested and/or approved in an Application for Payment on account of the Subcontractor's Work and stored materials.

G. PAYMENT ESTABLISHES OWNERSHIP

All material and Work covered by progress payments shall become the sole property of the Owner, but the Contractor shall not be relieved from the sole responsibility for the care and protection of material and Work upon which payments have been made and for the restoration of any damaged material and Work.

ARTICLE 30
CERTIFICATION and APPROVALS for PAYMENT

- A. The Architect's review, approval, and certification of Applications for Payment shall be based on the Architect's general knowledge of the Work obtained through site visits and the information provided by the Contractor with the Application. The Architect shall not be required to perform exhaustive examinations, evaluations, or estimates of the cost of completed or uncompleted Work or stored materials to verify the accuracy of amounts requested by the Contractor, but the Architect

shall have the authority to adjust the Contractor's estimate when, in the Architect's reasonable opinion, such estimates are overstated or understated.

- B.** Within seven days after receiving the Contractor's monthly Application for Payment, or such other time as may be stated in the Contract Documents, the Architect will take one of the following actions:
- (1) The Architect will approve and certify the Application as submitted and forward it as a Certification for Payment for approval by the Owner (and other approving authorities, if any) and payment.
 - (2) If the Architect takes exception to any amounts claimed by the Contractor and the Contractor and Architect cannot agree on revised amounts, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to certify to the Owner, transmitting a copy of same to the Contractor.
 - (3) To the extent the Architect determines may be necessary to protect the Owner from loss on account of any of the causes stated in Article 31, the Architect may subtract from the Contractor's estimates and will issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due and notify the Contractor and Owner in writing of the Architect's reasons for withholding payment in whole or in part.
- C.** Neither the Architect's issuance of a Certificate for Payment nor the Owner's resulting progress payment shall be a representation to the Contractor that the Work in progress or completed at that time is accepted or deemed to be in conformance with the Contract Documents.
- D.** The Architect shall not be required to determine that the Contractor has promptly or fully paid Subcontractors and suppliers or how or for what purpose the Contractor has used monies paid under the Construction Contract. However, the Architect may, upon request and if practical, inform any Subcontractor or supplier of the amount, or percentage of completion, approved or paid to the Contractor on account of the materials supplied or the Work performed by the Subcontractor.

ARTICLE 31

PAYMENTS WITHHELD

- A.** The Architect may nullify or revise a previously issued Certificate for Payment prior to Owner's payment thereunder to the extent as may be necessary in the Architect's opinion to protect the Owner from loss on account of any of the following causes not discovered or fully accounted for at the time of the certification or approval of the Application for Payment:
- (1) Defective Work;
 - (2) filed, or reasonable evidence indicating probable filing of, claims arising out of the Contract by other parties against the Contractor;
 - (3) the Contractor's failure to pay for labor, materials or equipment or to pay Subcontractors;
 - (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - (5) damage suffered by the Owner or another contractor caused by the Contractor, a Subcontractor, or anyone for whose acts they may be liable;
 - (6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance is insufficient to cover applicable liquidated damages; or
 - (7) the Contractor's persistent failure to conform to the requirements of the Contract Documents.

- B. If the Owner deems it necessary to withhold payment pursuant to preceding Paragraph A, the Owner will notify the Contractor and Architect in writing of the amount to be withheld and the reason for same.
- C. The Architect shall not be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remains to be determined by Specified Inspections or Final Inspections to be performed in their proper sequence. However, if Work for which payment has been approved, certified, or made under an Application for Payment is subsequently determined to be Defective Work, the Architect shall determine an appropriate amount that will protect the Owner's interest against the Defective Work.
 - (1) If payment has not been made against the Application for Payment first including the Defective Work, the Architect will notify the Owner and Contractor of the amount to be withheld from the payment until the Defective Work is brought into compliance with the Contract Documents.
 - (2) If payment has been made against the Application for Payment first including the Defective Work, the Architect will withhold the appropriate amount from the next Application for Payment submitted after the determination of noncompliance, such amount to then be withheld until the Defective Work is brought into compliance with the Contract Documents.
- D. The amount withheld will be paid with the next Application for Payment certified and approved after the condition for which the Owner has withheld payment is removed or otherwise resolved to the Owner's satisfaction.
- E. The Owner shall have the right to withhold from payments due the Contractor under this Contract an amount equal to any amount which the Contractor owes the Owner under another contract.

ARTICLE 32

SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work ("punch list" items). Substantial Completion of the Work, or a designated portion of the Work, is not achieved until so agreed in a Certificate of Substantial Completion signed by the Contractor, Architect, and the Owner.
- B. The Contractor shall notify the Architect in writing when it considers the Work, or a portion of the Work which the Owner has agreed to accept separately, to be substantially complete and ready for a Final Inspection pursuant to Article 16. In this notification the Contractor shall identify any items remaining to be completed or corrected for Final Acceptance prior to final payment.
- C. Substantial Completion is achieved and a Final Inspection is appropriate only when a minimal number of punch list items exists and only a short period of time will be required to correct or complete them. Upon receipt of the Contractor's notice for a Final Inspection, the Architect will advise the Contractor in writing of any conditions of the Work which the Architect or Owner is

aware do not constitute Substantial Completion, otherwise, a Final Inspection will proceed within a reasonable time after the Contractor's notice is given. However, the Architect will not be required to prepare lengthy listings of punch list items; therefore, if the Final Inspection discloses that Substantial Completion has not been achieved, the Architect may discontinue or suspend the inspection until the Contractor does achieve Substantial Completion.

D. CERTIFICATE of SUBSTANTIAL COMPLETION

(1) When the Work or a designated portion of the Work is substantially complete, the Architect will prepare and sign a Certificate of Substantial Completion to be signed in order by the Contractor, Owner, and Architect.

(2) When signed by all parties, the Certificate of Substantial Completion shall establish the Date of Substantial Completion which is the date upon which:

- (a) the Work, or designated portion of the Work, is accepted by the Architect and the Owner.
- (b) the Contractor's one-year and special warranties for the Work covered by the Certificate commence, unless stated otherwise in the Certificate (the one-year warranty for punch list items completed or corrected after the period allowed in the Certificate shall commence on the date of their Final Acceptance) , and
- (c) Owner becomes responsible for building security, maintenance, utility services, and insurance, unless stated otherwise in the Certificate.

(3) The Certificate of Substantial Completion shall set the time within which the Contractor shall finish all items on the "punch list" accompanying the Certificate. The completion of punch list items shall be a condition precedent to Final Payment.

(4) If the Work or designated portion covered by a Certificate of Substantial Completion includes roofing work, the General Contractor's (5-year) Roofing Guarantee, ABC Form C-9, must be executed by the Contractor and attached to the Certificate of Substantial Completion. If the Contract Documents specify any other roofing warranties to be provided by the roofing manufacturer, Subcontractor, or Contractor, they must also be attached to the Certificate of Substantial Completion.

E. The Date of Substantial Completion of the Work, as set in the Certificate of Substantial Completion of the Work or of the last completed portion of the Work, establishes the extent to which the Contractor is liable for Liquidated Damages, if any; however, should the Contractor fail to complete all punch list items within thirty days, or such other time as may be stated in the respective Certificate of Substantial Completion, the Contractor shall bear any expenses, including additional Architectural services and expenses, incurred by the Owner as a result of such failure to complete punch list items in a timely manner.

ARTICLE 33
OCCUPANCY or USE PRIOR to COMPLETION

A. UPON SUBSTANTIAL COMPLETION

Prior to completion of the entire Work, the Owner may occupy or begin utilizing any designated portion of the Work on the agreed Date of Substantial Completion of that portion of the Work.

B. BEFORE SUBSTANTIAL COMPLETION

- (1) The Owner shall not occupy or utilize any portion of the Work before Substantial Completion of that portion has been achieved.
- (2) The Owner may deliver furniture and equipment and store, or install it in place ready for occupancy and use, in any designated portion of the Work before it is substantially completed under the following conditions:
 - (a) The Owner's storage or installation of furniture and equipment will not unreasonably disrupt or interfere with the Contractor's completion of the designated portion of the Work.
 - (b) The Contractor consents to the Owner's planned action (such consent shall not be unreasonably withheld).
 - (c) The Owner shall be responsible for insurance coverage of the Owner's furniture and equipment, and the Contractor's liability shall not be increased.
 - (d) The Contractor, Architect, and Owner will jointly inspect and record the condition of the Work in the area before the Owner delivers and stores or installs furniture and equipment; the Owner will equitably compensate the Contractor for making any repairs to the Work that may subsequently be required due to the Owner's delivery and storage or installation of furniture and equipment.
 - (e) The Owner's delivery and storage or installation of furniture and equipment shall not be deemed an acceptance of any Work not completed in accordance with the requirements of the Contract Documents.

ARTICLE 34 FINAL PAYMENT

A. PREREQUISITES to FINAL PAYMENT

The following conditions are prerequisites to Final Payment becoming due the Contractor:

- (1) Full execution of a Certificate of Substantial Completion for the Work, or each designated portion of the Work.
- (2) Final Acceptance of the Work.
- (3) The Contractor's completion, to the satisfaction of the Architect and Owner, of all documentary requirements of the Contract Documents; such as delivery of "as-built" documents, operating and maintenance manuals, warranties, etc.
- (4) Delivery to the Owner of a final Application for Payment, prepared by the Contractor and approved and certified by the Architect.
- (5) Completion of an Advertisement for Completion pursuant to Paragraph C below.
- (6) Delivery by the Contractor to the Owner through the Architect of a Release of Claims and such other documents as may be required by Owner, satisfactory in form to the Owner pursuant to Paragraph D below.
- (7) Consent of Surety, if any, to Final Payment to Contractor.
- (8) Delivery by the Contractor to the Architect and Owner of other documents, if any, required by the Contract Documents as prerequisites to Final Payment.

B. FINAL ACCEPTANCE of the WORK

"Final Acceptance of the Work" shall be achieved when all "punch list" items recorded with the

Certificate(s) of Substantial Completion are accounted for by either: **(1)** their completion or correction by the Contractor and acceptance by the Architect, Owner, and BC Project Inspector, or **(2)** their resolution under Article 18, Deductions for Uncorrected Work.

C. ADVERTISEMENT for COMPLETION

(1) Not Used.

(2) If the Contract Sum is more than \$50,000: The Contractor, immediately after being notified by the Architect that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion, similar to the sample contained in the Project Manual, published for a period of four successive weeks in some newspaper of general circulation published within the city or county where the Work was performed. Proof of publication of the Advertisement for Completion, in duplicate, shall be made by the Contractor to the Architect by affidavit of the publisher and a printed copy of the Advertisement for Completion published, in duplicate. If no newspaper is published in the county where the work was done, the notice may be given by posting at the Court House for thirty days and proof of same made by Probate Judge or Sheriff and the Contractor. Final payment shall not be due until thirty days after this public notice is completed.

D. RELEASE of CLAIMS

The Release of Claims and other documents referenced in Paragraph A(6) above are as follows:

(1) A release executed by Contractor of all claims and claims of lien against the Owner arising under and by virtue of the Contract, other than such claims of the Contractor, if any, as may have been previously made in writing and as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

(2) An affidavit under oath, if required, stating that so far as the Contractor has knowledge or information, there are no claims or claims of lien which have been or will be filed by any Subcontractor, Supplier or other party for labor or material for which a claim or claim of lien could be filed.

(3) A release, if required, of all claims and claims of lien made by any Subcontractor, Supplier or other party against the Owner or unpaid Contract funds held by the Owner arising under or related to the Work on the Project; provided, however, that if any Subcontractor, Supplier or others refuse to furnish a release of such claims or claims of lien, the Contractor may furnish a bond executed by Contractor and its Surety to the Owner to provide an unconditional obligation to defend, indemnify and hold harmless the Owner against any loss, cost or expense, including attorney's fees, arising out of or as a result of such claims, or claims of lien, in which event Owner may make Final Payment notwithstanding such claims or claims of lien. If Contractor and Surety fail to fulfill their obligations to Owner under the bond, the Owner shall be entitled to recover damages as a result of such failure, including all costs and reasonable attorney's fees incurred to recover such damages.

E. EFFECT of FINAL PAYMENT

(1) The making of Final Payment shall constitute a waiver of Claims by the Owner except those arising from:

(a) liens, claims, security interests or encumbrances arising out of the Contract and unsettled;

- (b) failure of the Work to comply with the requirements of the Contract Documents;
- (c) terms of warranties or indemnities required by the Contract Documents, or
- (d) latent defects.

(2) Acceptance of Final Payment by the Contractor shall constitute a waiver of claims by Contractor except those previously made in writing, identified by Contractor as unsettled at the time of final Application for Payment, and specifically excepted from the release provided for in Paragraph D(1), above.

ARTICLE 35

CONTRACTOR'S WARRANTY

A. GENERAL WARRANTY

The Contractor warrants to the Owner and Architect that all materials and equipment furnished under the Contract will be of good quality and new, except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise, and that none of the Work will be Defective Work as defined in Article 1.

B. ONE-YEAR WARRANTY

(1) If, within one year after the date of Substantial Completion of the Work or each designated portion of the Work (or otherwise as agreed upon in a mutually-executed Certificate of Substantial Completion), any of the Work is found to be Defective Work, the Contractor shall promptly upon receipt of written notice from the Owner or Architect, and without expense to either, replace or correct the Defective Work to conform to the requirements of the Contract Documents, and repair all damage to the site, the building and its contents which is the result of Defective Work or its replacement or correction.

(2) The one-year warranty for punch list items shall begin on the Date of Substantial Completion if they are completed or corrected within the time period allowed in the Certificate of Substantial Completion in which they are recorded. The one-year warranty for punch list items that are not completed or corrected within the time period allowed in the Certificate of Substantial Completion, and other Work performed after Substantial Completion, shall begin on the date of Final Acceptance of the Work. The Contractor's correction of Work pursuant to this warranty does not extend the period of the warranty. The Contractor's one-year warranty does not apply to defects or damages due to improper or insufficient maintenance, improper operation, or wear and tear during normal usage.

(3) Upon recognizing a condition of Defective Work, the Owner shall promptly notify the Contractor of the condition. If the condition is causing damage to the building, its contents, equipment, or site, the Owner shall take reasonable actions to mitigate the damage or its continuation, if practical. If the Contractor fails to proceed promptly to comply with the terms of the warranty, or to provide the Owner with satisfactory written verification that positive action is in process, the Owner may have the Defective Work replaced or corrected and the Contractor and the Contractor's Surety shall be liable for all expense incurred.

(4) Year-end Inspection(s): An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one-year warranty period(s). The subsequent delivery of the Architect's report of a Year-end Inspection will serve as confirmation that the Contractor was notified of Defective Work found within the warranty period.

(5) The Contractor's warranty of one year is in addition to, and not a limitation of, any other remedy stated herein or available to the Owner under applicable law.

C. NOT USED

D. SPECIAL WARRANTIES

(1) The Contractor shall deliver to the Owner through the Architect all special or extended warranties required by the Contract Documents from the Contractor, Subcontractors, and suppliers.

(2) The Contractor and the Contractor's Surety shall be liable to the Owner for such special warranties during the Contractor's one-year warranty; thereafter, the Contractor's obligations relative to such special warranties shall be to provide reasonable assistance to the Owner in their enforcement.

E. ASSUMPTION of GUARANTEES of OTHERS

If the Contractor disturbs, alters, or damages any work guaranteed under a separate contract, thereby voiding the guarantee of that work, the Contractor shall restore the work to a condition satisfactory to the Owner and shall also guarantee it to the same extent that it was guaranteed under the separate contract.

ARTICLE 36
INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, and their commissioners, officers, supervisors, representatives, agents, employees, and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part, by the negligence or other fault of a party indemnified hereunder.

A. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.

B. This indemnification does not extend to the liability of the Architect, or the Architect's Consultants,

agents, or employees, arising out of (1) the preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, Change Orders, drawings or specifications, or (2) the giving of or the failure to give directions or instructions, provided such giving or failure to give instructions is the primary cause of the injury or damage.

C. This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

ARTICLE 37

CONTRACTOR'S and SUBCONTRACTORS' INSURANCE

A. GENERAL

(1) **RESPONSIBILITY.** The Contractor shall be responsible to the Owner from the time of the signing of the Construction Contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of who may be the owner of the property.

(2) **INSURANCE PROVIDERS.** Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

(3) **NOTIFICATION ENDORSEMENT.** Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for in the Contract Documents shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the Project as shall have been designated by Project Name and Number in said notice.

(4) **INSURANCE CERTIFICATES.** The Contractor shall procure the insurance coverages identified below, or as otherwise required in the Contract Documents, at the Contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the Owner an insurance certificate(s) acceptable to the Owner and listing the Owner as the certificate holder. The insurance certificate(s) must be delivered to the Owner with the Construction Contract and Bonds for final approval and execution of the Construction Contract. The insurance certificate must provide the following:

- (a) Name and address of authorized agent of the insurance company
- (b) Name and address of insured
- (c) Name of insurance company or companies
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability

- (h) Name and address of Owner as certificate holder
- (i) Project Name and Number, if any
- (j) Signature of authorized agent of the insurance company
- (k) Telephone number of authorized agent of the insurance company
- (l) Mandatory thirty day notice of cancellation / non-renewal / change

(5) MAXIMUM DEDUCTIBLE. Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed \$25,000.00.

B. INSURANCE COVERAGES

Unless otherwise provided in the Contract Documents, the Contractor shall purchase the types of insurance coverages with liability limits not less than as follows:

(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE

(a) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.

(b) Employer's Liability Insurance limits shall be at least:

- .1 Bodily Injury by Accident - \$1,000,000 each accident
- .2 Bodily Injury by Disease - \$1,000,000 each employee

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

(a) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<u>Coverage</u>	<u>Limit</u>
.1 General Aggregate	\$ 2,000,000.00 per Project
.2 Products, Completed Operations Aggregate	\$ 2,000,000.00 per Project
.3 Personal and Advertising Injury	\$ 1,000,000.00 per Occurrence
.4 Each Occurrence	\$ 1,000,000.00

(b) Additional Requirements for Commercial General Liability Insurance:

- .1 The policy shall name the Owner, Architect, and their agents, consultants and employees as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.
- .2 The policy must include separate per project aggregate limits.

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

(a) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

(b) The policy shall name the Owner, Architect and their agents, consultants, and employees as additional insureds.

(4) COMMERCIAL UMBRELLA LIABILITY INSURANCE

(a) Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

(b) Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

.1 \$ 5,000,000 per Occurrence

.2 \$ 5,000,000 Aggregate

(c) Additional Requirements for Commercial Umbrella Liability Insurance:

.1 The policy shall name the Owner, Architect and their agents, consultants, and employees as additional insureds.

.2 The policy must be on an "occurrence" basis.

(5) BUILDER'S RISK INSURANCE

(a) The Builder's Risk Policy shall be made payable to the Owner and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract Sum, written on a Causes of Loss - Special Form (current edition as of the date of Advertisement for Bids), or its equivalent. All deductibles shall be the sole responsibility of the Contractor.

(b) The policy shall be endorsed as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

(i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; or

(ii) Partial or complete occupancy by Owner; or

(iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner."

C. SUBCONTRACTORS' INSURANCE

(1) **WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE.** The Contractor shall require each Subcontractor to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages as described in preceding Paragraph B, or to be covered by the Contractor's Workers' Compensation and Employer's Liability Insurance while performing Work under the Contract.

(2) **LIABILITY INSURANCE.** The Contractor shall require each Subcontractor to obtain and maintain adequate General Liability, Automobile Liability, and Umbrella Liability Insurance coverages similar to those described in preceding Paragraph B. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.

(3) **ENFORCEMENT RESPONSIBILITY.** The Contractor shall have responsibility to enforce its Subcontractors' compliance with these or similar insurance requirements; however, the Contractor shall, upon request, provide the Architect or Owner acceptable evidence of insurance for any Subcontractor.

D. TERMINATION of OBLIGATION to INSURE

Unless otherwise expressly provided in the Contract Documents, the obligation to insure as provided herein shall continue as follows:

(1) **BUILDER'S RISK INSURANCE.** The obligation to insure under Subparagraph B(5) shall remain in effect until the Date of Substantial Completion as shall be established in the Certificate of Substantial Completion. In the event that multiple Certificates of Substantial Completion covering designated portions of the Work are issued, Builder's Risk coverage shall remain in effect until the Date of Substantial Completion as shall be established in the last issued Certificate of Substantial Completion. However, in the case that the Work involves separate buildings, Builder's Risk coverage of each separate building may terminate on the Date of Substantial Completion as established in the Certificate of Substantial Completion issued for each building.

(2) **PRODUCTS and COMPLETED OPERATIONS.** The obligation to carry Products and Completed Operations coverage specified under Subparagraph B(2) shall remain in effect for two years after the Date(s) of Substantial Completion.

(3) **ALL OTHER INSURANCE.** The obligation to carry other insurance coverages specified under Subparagraphs B(1) through B(4) and Paragraph C shall remain in effect after the Date(s) of Substantial Completion until such time as all Work required by the Contract Documents is completed. Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform warranty or maintenance work pursuant to the terms of the Contract Documents.

E. WAIVERS of SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors performing construction or operations related to the Project, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by builder's risk insurance or other property insurance applicable to the Work or to other property located within or adjacent to the Project, except such rights as they may have to proceeds of such insurance held by the Owner or Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractor, sub-subcontractors, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to the person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waivers provided for in this paragraph shall survive final acceptance and continue to apply to insured losses to the Work or other property on or adjacent to the Project.

ARTICLE 38 **PERFORMANCE and PAYMENT BONDS**

A. GENERAL

Upon signing and returning the Construction Contract to the Owner for final approval and execution, the Contractor shall, at the Contractor's expense, furnish to the Owner a Performance Bond and a Payment Bond, each in a penal sum equal to 100% of the Contract Sum. Each bond shall be on the form contained in the Project Manual, shall be executed by a surety company (Surety) acceptable to the Owner and duly authorized and qualified to make such bonds in the State of Alabama in the required amounts, shall be countersigned by an authorized, Alabama resident agent of the Surety who is qualified to execute such instruments, and shall have attached thereto a power of attorney of the signing official.

The provisions of this Article are not applicable to this Contract if the Contract Sum is less than \$50,000, unless bonds are required for this Contract in the Supplemental General Conditions.

B. PERFORMANCE BOND

Through the Performance Bond, the Surety's obligation to the Owner shall be to assure the prompt and faithful performance of the Contract and Contract Change Orders. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. In case of default on the part of the Contractor, the Surety shall take charge of and complete the Work in accordance with the terms of the Performance Bond. Any reasonable expenses incurred by the Owner as a result of default on the part of the Contractor, including architectural, engineering, administrative, and legal services, shall be recoverable under the Performance Bond.

C. PAYMENT BOND

Through the Payment Bond the Surety's obligation to the Owner shall be to guarantee that the Contractor and its Subcontractors shall promptly make payment to all persons supplying labor, materials, or supplies for, or in, the prosecution of the Work, including the payment of reasonable attorneys fees incurred by successful claimants or plaintiffs in civil actions on the Bond. Any person or entity indicating that they have a claim of nonpayment under the Bond shall, upon written request, be promptly furnished a certified copy of the Bond and Construction Contract by the Contractor, Architect, or Owner, whomever is recipient of the request.

D. CHANGE ORDERS

The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

E. EXPIRATION

The obligations of the Contractor's performance bond surety shall be coextensive with the contractor's performance obligations under the Contract Documents; provided, however, that the surety's obligation shall expire at the end of the one-year warranty period(s) of Article 35.

ARTICLE 39
ASSIGNMENT

The Contractor shall not assign the Contract or sublet it as a whole nor assign any moneys due or to become due to the Contractor thereunder without the previous written consent of the Owner (and of the

Surety, in the case of a bonded Construction Contract). As prescribed by the Public Works Law, the Contract shall in no event be assigned to an unsuccessful bidder for the Contract whose bid was rejected because the bidder was not a responsible or responsive bidder.

ARTICLE 40

CONSTRUCTION by OWNER or SEPARATE CONTRACTORS

A. OWNER'S RESERVATION of RIGHT

(1) The Owner reserves the right to self-perform, or to award separate contracts for, other portions of the Project and other Project related construction and operations on the site. The contractual conditions of such separate contracts shall be substantially similar to those of this Contract, including insurance requirements and the provisions of this Article. If the Contractor considers such actions to involve delay or additional cost under this Contract, notifications and assertion of claims shall be as provided in Article 20 and Article 23.

(2) When separate contracts are awarded, the term "Contractor" in the separate Contract Documents shall mean the Contractor who executes the respective Construction Contract.

B. COORDINATION

Unless otherwise provided in the Contract Documents, the Owner shall be responsible for coordinating the activities of the Owner's forces and separate contractors with the Work of the Contractor. The Contractor shall cooperate with the Owner and separate contractors, shall participate in reviewing and comparing their construction schedules relative to that of the Contractor when directed to do so, and shall make and adhere to any revisions to the construction schedule resulting from a joint review and mutual agreement.

C. CONDITIONS APPLICABLE to WORK PERFORMED by OWNER

Unless otherwise provided in the Contract Documents, when the Owner self-performs construction or operations related to the Project, the Owner shall be subject to the same obligations to Contractor as Contractor would have to a separate contractor under the provision of this Article 40.

D. MUTUAL RESPONSIBILITY

(1) The Contractor shall reasonably accommodate the required introduction and storage of materials and equipment and performance of activities by the Owner and separate contractors and shall connect and coordinate the Contractor's Work with theirs as required by the Contract Documents.

(2) By proceeding with an element or portion of the Work that is applied to or performed on construction by the Owner or a separate contractor, or which relies upon their operations, the Contractor accepts the condition of such construction or operations as being suitable for the Contractor's Work, except for conditions that are not reasonably discoverable by the Contractor. If the Contractor discovers any condition in such construction or operations that is not suitable for the proper performance of the Work, the Contractor shall not proceed, but shall instead promptly notify the Architect in writing of the condition discovered.

(3) The Contractor shall reimburse the Owner for any costs incurred by a separate contractor and payable by the Owner because of acts or omissions of the Contractor. Likewise, the Owner shall be responsible to the Contractor for any costs incurred by the Contractor because of the acts or omissions of a separate contractor.

(4) The Contractor shall not cut or otherwise alter construction by the Owner or a separate contractor without the written consent of the Owner and separate contractor; such consent shall not be unreasonably withheld. Likewise, the Contractor shall not unreasonably withhold its consent allowing the Owner or a separate contractor to cut or otherwise alter the Work.

(5) The Contractor shall promptly remedy any damage caused by the Contractor to the construction or property of the Owner or separate contractors.

ARTICLE 41

SUBCONTRACTS

A. AWARD of SUBCONTRACTS and OTHER CONTRACTS for PORTIONS of the WORK

(1) Unless otherwise provided in the Contract Documents, when delivering the executed Construction Contract, bonds, and evidence of insurance to the Architect, the Contractor shall also submit a listing of Subcontractors proposed for each principal portion of the Work and fabricators or suppliers proposed for furnishing materials or equipment fabricated to the design of the Contract Documents. This listing shall be in addition to any naming of Subcontractors, fabricators, or suppliers that may have been required in the bid process. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any Subcontractor, fabricator, or supplier proposed by the Contractor. The issuance of the Notice to Proceed in the absence of such objection by the Owner shall constitute notice that no reasonable objection to them is made.

(2) The Contractor shall not contract with a proposed Subcontractor, fabricator, or supplier to whom the Owner has made reasonable and timely objection. Except in accordance with prequalification procedures as may be contained in the Contract Documents, through specified qualifications, or on the grounds of reasonable objection, the Owner may not restrict the Contractor's selection of Subcontractors, fabricators, or suppliers.

(3) Upon the Owner's reasonable objection to a proposed Subcontractor, fabricator, or supplier, the Contractor shall promptly propose another to whom the Owner has no reasonable objection. If the proposed Subcontractor, fabricator, or supplier to whom the Owner made reasonable objection was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be equitably adjusted by Contract Change Order for any resulting difference if the Contractor has acted promptly and responsively in this procedure.

(4) The Contractor shall not change previously selected Subcontractors, fabricators, or suppliers without notifying the Architect and Owner in writing of proposed substitute Subcontractors, fabricators, or suppliers. If the Owner does not make a reasonable objection to a proposed substitute within three working days, the substitute shall be deemed approved.

B. SUBCONTRACTUAL RELATIONS

(1) The Contractor agrees to bind every Subcontractor and material supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of the

Contract Documents as they apply to the Subcontractor's and material supplier's portion of the Work.

(2) Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the Owner, nor to create a duty of the Architect, Owner, or Director to resolve disputes between or among the Contractor or its Subcontractors and suppliers or any other duty to such Subcontractors or suppliers.

ARTICLE 42

ARCHITECT'S STATUS

- A. The Architect is an independent contractor performing, with respect to this Contract, pursuant to an agreement executed between the Owner and the Architect. The Architect has prepared the Drawings and Specifications and assembled the Contract Document and is, therefore, charged with their interpretation and clarification as described in the Contract Documents. As a representative of the Owner, the Architect will endeavor to guard the Owner against variances from the requirements of the Contract Documents by the Contractor. On behalf of the Owner, the Architect will administer the Contract as described in the Contract Documents during construction and the Contractor's one-year warranty.
- B. So as to maintain continuity in administration of the Contract and performance of the Work, and to facilitate complete documentation of the project record, all communications between the Contractor and Owner regarding matters of or related to the Contract shall be directed through the Architect, unless direct communication is otherwise required to provide a legal notification. Unless otherwise authorized by the Architect, communications by and with the Architect's consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with Subcontractors and material suppliers shall be through the Contractor.

C. ARCHITECT'S AUTHORITY

Subject to other provisions of the Contract Documents, the following summarizes some of the authority vested in the Architect by the Owner with respect to the Construction Contract and as further described or conditioned in other Articles of these General Conditions of the Contract.

(1) The Architect is authorized to:

- (a) approve "minor" deviations as defined in Article 9, Submittals,
- (b) make "minor" changes in the Work as defined in Article 19, Changes in the Work,
- (c) reject or require the correction of Defective Work,
- (d) require the Contractor to stop the performance of Defective Work,
- (e) adjust an Application for Payment by the Contractor pursuant to Article 30, Certification and Approval of payments, and
- (f) issue Notices to Cure pursuant to Article 27.

(2) The Architect is not authorized to:

- (a) revoke, alter, relax, or waive any requirements of the Contract Documents (other than "minor" deviations and changes) without concurrence of the Owner,
- (b) finally approve or accept any portion of the Work without concurrence of the Owner,
- (c) issue instructions contrary to the Contract Documents,
- (d) issue Notice of Termination or otherwise terminate the Contract, or
- (e) require the Contractor to stop the Work except only to avoid the performance of Defective Work.

D. LIMITATIONS of RESPONSIBILITIES

(1) The Architect shall not be responsible to Contractors or to others for supervising or coordinating the performance of the Work or for the Construction Methods or safety of the Work, unless the Contract Documents give other specific instructions concerning these matters.

(2) The Architect will not be responsible to the Contractor (nor the Owner) for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents or for acts or omissions of the Contractor, a Subcontractor, or anyone for whose acts they may be liable. However, the Architect will report to the Owner and Contractor any Defective Work recognized by the Architect.

(3) The Architect will endeavor to secure faithful performance by Owner and Contractor, and the Architect will not show partiality to either or be liable to either for results of interpretations or decisions rendered in good faith.

(4) The Contractor's remedies for additional time or expense arising out of or related to this Contract, or the breach thereof, shall be solely as provided for in the Contract Documents. The Contractor shall have no claim or cause of action against the Owner, Architect, or its consultants for any actions or failures to act, whether such claim may be in contract, tort, strict liability, or otherwise, it being the agreement of the parties that the Contractor shall make no claim against the Owner or any agents of the Owner, including the Architect or its consultants, except as may be provided for claims or disputes submitted in accordance with Article 24. The Architect and Architect's consultants shall be considered third party beneficiaries of this provision of the Contract and entitled to enforce same.

E. ARCHITECT'S DECISIONS

Decisions by the Architect shall be in writing. The Architect's decisions on matters relating to aesthetic effect will be final and binding if consistent with the intent expressed in the Contract Documents. The Architect's decisions regarding disputes arising between the Contractor and Owner shall be advisory.

ARTICLE 43 **CASH ALLOWANCES**

A. All allowances stated in the Contract Documents shall be included in the Contract Sum. Items covered by allowances shall be supplied by the Contractor as directed by the Architect or Owner and the Contractor shall afford the Owner the economy of obtaining competitive pricing from responsible bidders for allowance items unless other purchasing procedures are specified in the Contract Documents.

B. Unless otherwise provided in the Contract Documents:

- (1) allowances shall cover the cost to the Contractor of materials and equipment delivered to the Project site and all applicable taxes, less applicable trade discounts;
- (2) the Contractor's costs for unloading, storing, protecting, and handling at the site, labor, installation, overhead, profit and other expenses related to materials or equipment covered by an allowance shall be included in the Contract Sum but not in the allowances;
- (3) if required, the Contract Sum shall be adjusted by Change Order to reflect the actual costs of an allowance.

- C. Any selections of materials or equipment required of the Architect or Owner under an allowance shall be made in sufficient time to avoid delay of the Work.

ARTICLE 44

PERMITS, LAWS, and REGULATIONS

A. PERMITS, FEES AND NOTICES

(1) Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after award of the Construction Contract and which are in effect on the date of receipt of bids.

(2) The Contractor shall comply with and give notices required by all laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

B. TAXES

Unless stated otherwise in the Contract Documents, materials incorporated into the Work are exempt from sales and use tax pursuant to Section 40-9-33, Code of Alabama, 1975 as amended. The Contractor and its subcontractors shall be responsible for complying with rules and regulations of the Sales, Use, & Business Tax Division of the Alabama Department of Revenue regarding certificates and other qualifications necessary to claim such exemption when making qualifying purchases from vendors. The Contractor shall pay all applicable taxes that are not covered by the exemption of Section 40-9-33 and which are imposed as of the date of receipt of bids, including those imposed as of the date of receipt of bids but scheduled to go into effect after that date.

C. COMPENSATION for INCREASES

The Contractor shall be compensated for additional costs incurred because of increases in tax rates imposed after the date of receipt of bids.

ARTICLE 45

ROYALTIES, PATENTS, and COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and their agents, employees, and consultants from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, related to, or resulting from all suits or claims for infringement of any patent rights or copyrights arising out of the inclusion of any patented or copyrighted materials, methods, or systems selected by the Contractor and used during the execution of or incorporated into the Work. This indemnification does not apply to any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified in the Contract Documents. However, if the Contractor has information that a specified material, method, or system is or may constitute an infringement of a patent or copyright, the Contractor shall be responsible for any resulting loss unless such information is promptly furnished to the Architect.

ARTICLE 46
USE of the SITE

- A. The Contractor shall confine its operations at the Project site to areas permitted by the Owner and by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials, equipment, employees' vehicles, or debris. The Contractor's operations at the site shall be restricted to the sole purpose of constructing the Work, use of the site as a staging, assembly, or storage area for other business which the Contractor may undertake shall not be permitted.
- B. Unless otherwise provided in the Contract Documents, temporary facilities, such as storage sheds, shops, and offices may be erected on the Project site with the approval of the Architect and Owner. Such temporary buildings and/or utilities shall remain the property of the Contractor, and be removed at the Contractor's expense upon completion of the Work, unless the Owner authorizes their abandonment without removal.

ARTICLE 47
CUTTING and PATCHING

- A. The Contractor shall be responsible for all cutting, fitting, or patching that may be required to execute the Work to the results indicated in the Contract Documents or to make its parts fit together properly.
- B. Any cutting, patching, or excavation by the Contractor shall be supervised and performed in a manner that will not endanger persons nor damage or endanger the Work or any fully or partially completed construction of the Owner or separate contractors.

ARTICLE 48
IN-PROGRESS and FINAL CLEANUP

A. IN-PROGRESS CLEAN-UP

(1) The Contractor shall at all times during the progress of the Work keep the premises and surrounding area free from rubbish, scrap materials and debris resulting from the Work. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings. Burning of trash and debris on site is not permitted.

(2) The Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities.

B. FINAL CLEAN-UP

(1) Before Substantial Completion or Final Acceptance is achieved, the Contractor shall have removed from the Owner's property all construction equipment, tools, and machinery; temporary structures and/or utilities including the foundations thereof (except such as the Owner permits in writing to remain); rubbish, debris, and waste materials; and all surplus materials, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and

operation.

(2) In addition to the above, and unless otherwise provided in the Contract Documents, the Contractor shall be responsible for the following special cleaning for all trades as the Work is completed:

(a) **Cleaning of all painted, enameled, stained, or baked enamel work:** Removal of all marks, stains, finger prints and splatters from such surfaces.

(b) **Cleaning of all glass:** Cleaning and removing of all stickers, labels, stains, and paint from all glass, and the washing and polishing of same on interior and exterior.

(c) **Cleaning or polishing of all hardware:** Cleaning and polishing of all hardware.

(d) **Cleaning all tile, floor finish of all kinds:** Removal of all splatters, stains, paint, dirt, and dust, the washing and polishing of all floors as recommended by the manufacturer or required by the Architect.

(e) **Cleaning of all manufactured articles, materials, fixtures, appliances, and equipment:** Removal of all stickers, rust stains, labels, and temporary covers, and cleaning and conditioning of all manufactured articles, material, fixtures, appliances, and electrical, heating, and air conditioning equipment as recommended or directed by the manufacturers, unless otherwise required by the Architect; blowing out or flushing out of all foreign matter from all equipment, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers, sanitizing potable water systems; and freeing identification plates on all equipment of excess paint and the polishing thereof.

C. OWNER'S RIGHT to CLEAN-UP

If the Contractor fails to comply with these clean-up requirements and then fails to comply with a written directive by the Architect to clean-up the premises within a specified time, the Architect or Owner may implement appropriate clean-up measures and the cost thereof shall be deducted from any amounts due or to become due the Contractor.

ARTICLE 49 **LIQUIDATED DAMAGES**

- A. Time is the essence of the Contract. Any delay in the completion of the Work required by the Contract Documents may cause inconvenience to the public and loss and damage to the Owner including, but not limited to, interest and additional administrative, architectural, inspection and supervision charges. By executing the Construction Contract, the Contractor agrees that the Contract Time is sufficient for the achievement of Substantial Completion.
- B. The Contract Documents may provide in the Construction Contract or elsewhere for a certain dollar amount for which the Contractor and its Surety (if any) will be liable to the Owner as liquidated damages for each calendar day after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work. If such daily liquidated damages are provided for, Owner and Contractor, and its Surety, agree that such amount is reasonable and agree to be bound thereby.
- C. If a daily liquidated damage amount is not otherwise provided for in the Contract Documents, a time charge equal to six percent interest per annum on the total Contract Sum may be made against the Contractor for the entire period after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work.

- D.** The amount of liquidated damages due under either paragraph B or C, above, may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

ARTICLE 50
USE of FOREIGN MATERIALS

- A.** In the performance of the Work the Contractor agrees to use materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under the Public Works Law.
- B.** In the performance of the Work the Contractor agrees to use steel produced in the United States if the Contract Documents require the use of steel and do not limit its supply to a sole source pursuant to the Public Works Law. If the Owner decides that the procurement of domestic steel products becomes impractical as a result of national emergency, national strike, or other cause, the Owner shall waive this restriction.
- C.** If domestic steel or other domestic materials, supplies, and products are not used in accordance with preceding Paragraphs A and B, the Contract Sum shall be reduced by an amount equal to any savings or benefits realized by the Contractor.
- D.** This Article applies only to Public Works projects financed entirely by the State of Alabama or any political subdivision of the state.

END of
GENERAL CONDITIONS of the CONTRACT



Baldwin County Commission

Agenda Action Form

File #: 21-0692, **Version:** 1

Item #: BE12

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Contract for Geographic Information Systems (GIS) Support Services for the Baldwin County Communications and Information Systems (CIS) Department

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Contract with Keet Consulting Services, LLC, for the GIS Support Services as follows: (Contract is effective beginning April 1, 2021 for six (6) months with a twelve (12) month renewal.)

Support Services Cost:

\$58,000.00 for 6 months (Fiscal Year 2021)

\$75,000.00 for Fiscal Year 2021/2022

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The CIS/GIS is responsible for providing coordination, supervision and overall direction for the County's Geographic Information Systems Division (GIS). CIS/GIS staff are responsible for all phases of GIS development, implementation, maintenance of database and server's management. In addition to coordinating departmental needs within the County, CIS/GIS also coordinates with other governmental agencies and various private sector entities in order to reap the benefits of developing a countywide GIS. With the recent vacancy in the GIS Manager position CIS would like to contract these services with Keet Consulting Services, LLC, in the amount of \$58,000.00 for the remaining six (6) months of Fiscal Year 20/21 and \$75,000.00 for Fiscal Year 21/22. This will allow us to continue all GIS support services as well as evaluate future needs of this position.

Funding source will be the budgeted salary from the vacant GIS Manager position.

FINANCIAL IMPACT

Total cost of recommendation: \$58,000.00 for FY 20/21 & \$75,000.00 for FY 21/22

Budget line item(s) to be used: 10051965.51500

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

Budgeted salary from the vacant GIS Manager position which will be transferred to fund the services in the next Budget Resolution.

LEGAL IMPACT

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

Standard County Professional Services 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: 04/06/2021

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

Baldwin County – CIS GIS Support Services

Description	Comments	Price	Units/Hours	Total
Initial Review of GIS databases, clean up, and creation of data dictionary	One Time Fee	\$25,000.00	1	\$25,000.00
GIS Support Services – CIS Department	GIS Database Management/ Server Upgrades for all Department Geodatabases	\$2,500.00	6	\$15,000.00
GIS Manager for Planning/Zoning Department	General Support	\$750.00	6	\$4,500.00
GIS Manager for Solid Waste Department	General Support	\$750.00	6	\$4,500.00
GIS Manager for Highway Department	General Support	\$750.00	6	\$4,500.00
GIS Manager for Building Inspection	General Support	\$750.00	6	\$4,500.00
Totals				\$58,000.00

- Remainder of fiscal year 2021. Contract will be for 12 months starting Oct 1st, 2021.
- Year 1 (6 months) Total Cost - \$58,000.00
- Year 2 (12 months) Total Cost - \$75,000.00
- Current departments excluded from this agreement due to established contracts are Revenue and BOR.
- If needed for EOP, KCS will provide one onsite personnel to assist in GIS support for emergency situations at a daily fee rate of \$1,500.00.
- Data Requests, Application Development, & GIS Hosting can be provided for additional fees.



If you have any questions. please do not hesitate to call or email. Thank you for the opportunity to serve you.

Sincerely,

L. Ethan Southern

Keet Consulting Services, LLC
2501 Meadowview Lane, Suite 202
Pelham, AL 35124

esouthern@kcsgis.com

www.kcsgis.com

Office: 205-620-9843

Mobile: 205-540-4494

Phil Nix

Keet Consulting Services, LLC
2501 Meadowview Lane, Suite 202
Pelham, AL 35124

pnix@kcsgis.com

www.kcsgis.com

Office: 205-620-9843

Mobile: 251-802-7047

AGREEMENT FOR GIS SUPPORT SERVICES

THIS AGREEMENT (“Agreement”) is made this _____ day of _____, 2021, by and between **KEET CONSULTING SERVICES, LLC**, an Alabama limited liability company (“KCS”), and the **BALDWIN COUNTY REVENUE COMMISSION** a body corporate organized under the laws of the State of Alabama (the “Commission”).

RECITALS

WHEREAS, the Commission, in its desire to make provision for GIS support services for departments across the Commission that is defined by the proposal, KCS will provide departments with on-going GIS support and services for multiple departments within the County coordinated through the County GIS Dept. staff, for use of the Baldwin County, Alabama; and

WHEREAS, the Commission has agreed to allow KCS to perform certain services in connection therewith.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for good and valuable consideration, receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Proposal. This Agreement includes the terms and conditions of the “Proposal” attached hereto, all of which, including but not limited to the description of CIS GIS Manager for Hire Services and the cost overview, are incorporated herein by reference.

2. Term and Termination.

(a) The contract period, seven (6) months, shall begin on the 1st day of April 2021 after this Agreement is formally approved by the Commission unless otherwise terminated or extended in accordance with the terms of this Agreement. Renewal of this agreement is automatic each year starting on Oct 1st for 12 months. A ninety (90) day notice of cancelation is required to cancel renewal.

(b) This Agreement may be terminated: (i) by either party upon ninety (90) days written notice; (ii) by the Commission in the event KCS makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, if a petition in bankruptcy is filed against KCS, or if a receiver or trustee is appointed for all or any part of the property or assets of KCS; or (iii) by a written agreement executed by the parties.

(c) Upon any termination or expiration of this Agreement, KCS shall immediately deliver to the Commission all copies of confidential information in the possession, custody or control of KCS.

(d) In the event this Agreement is terminated, the Commission shall pay KCS for all services and work undertaken in performance of its obligations hereunder up to the date of termination. Such payment is due and payable upon the submission to the Commission of: (i) a

properly payable invoice; (ii) a detailed record that documents the extent to which performance of services was completed through such date of termination; and (iii) written certification of compliance with Section 2(c).

3. Performance of Services. During the term of this Agreement and any extension or renewal thereof, KCS agrees to perform the services set forth herein and in the Proposal in accordance with the provisions thereof.

4. Payment Terms.

(a) The Commission shall pay KCS for the services hereunder the amounts set forth on the Proposal attached hereto, and at such times provided by the payment schedule specified therein.

(b) The amounts stated in the Proposal attached hereto include all taxes, duties and levies of any governmental entity, exclusive of taxes on KCS's net income, and KCS shall be solely responsible for any such taxes, duties or levies.

(c) The Commission agrees that amounts of all properly payable invoices shall be due and payable within thirty (30) days after receipt. In the event the Commission disputes the amount charged, services completed, or whether such invoice is properly payable, the amount of such invoice will not be due and payable until the parties resolve the dispute.

5. Warranties.

(a) KCS Warranty. KCS warrants to the Commission that: (i) KCS has the right and authority to enter into and perform its obligations under this Agreement; (ii) KCS shall perform the services in a workmanlike manner; (iii) the services, throughout the term of this Agreement shall conform substantially to the provisions of this Agreement and as set forth in the Proposal attached hereto; and (iv) the services and materials provided shall not contain any content, data, work, materials, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person.

(b) The Commission represents and warrants to KCS that: (i) the Commission has the power and authority to enter into and perform its obligations under this Agreement; and (ii) the content of the Commission's application does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person.

6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT,

TORT OR OTHERWISE EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. General.

(a) The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

(b) Neither party may assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement.

(c) No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

(d) If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

(e) All notices shall be in writing and shall be deemed to be delivered when received by certified mail, postage prepaid, return receipt requested, or when sent by facsimile or e-mail confirmed by call back. All notices shall be directed to the parties at their respective addresses or to such other address as either party may, from time to time, designate by notice to the other party.

(f) No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.

(g) This Agreement shall be governed in all respects by the laws of the State of Alabama without regard to its conflict of laws provisions.

(h) The respective rights and obligations of the parties under Sections 2(c), 2(d), 4(e) and 7 shall survive any termination or expiration hereof.

(i) This Agreement, together with the Proposal which is incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set forth above.

KEET CONSULTING SERVICES, LLC

By _____

BALDWIN COUNTY

By _____



Baldwin County Commission

Agenda Action Form

File #: 21-0716, **Version:** 1

Item #: BE13

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Seth Peterson, Pre-Construction Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Contract for Professional Services for Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection

STAFF RECOMMENDATION

Approve the Contract with Neel-Schaffer, Inc., for Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection project in the amount of \$116,614.00 and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Previous Commission action/date:

06/02/2020 meeting: 1) Approved a Subaward Grant Agreement for State Expenditure Plan #11 - Lillian Park Beach Habitat and Shoreline Protection; and 2) Approved the Purchasing Department and Highway Department to Develop a "Request for Qualifications" (RFQ) for a Coastal Processes Study and place an advertisement for submissions.

09/22/2020 meeting: Authorized staff to begin negotiations with Neel-Schaffer, Inc., so that a final recommendation for award can be made to the Baldwin County Commission for Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection project.

12/15/2020 meeting: Authorized the Chairman to execute a letter to the Alabama Department of Conservation and Natural Resources (ADCNR) requesting the transfer of funds from the Construction phase to the Coastal Processes Study phase of the Lillian Park Beach Habitat and Shoreline Protection project.

Background: During the September 20, 2020 meeting the Commission authorized staff to begin negotiations with Neel-Schaffer, Inc., for the Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection. Staff and the Alabama Department of Conservation and Natural Resources (ADCNR) has reviewed and approved the scope

of work and fee proposal in the amount of \$116,614.00 received from Neel-Schaffer, Inc. Staff's recommendation is to approve the Contract with Neel-Schaffer, Inc., for the Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection project in the amount of \$116,614.00 and authorize the Chairman to execute the Contract.

FINANCIAL IMPACT

Total cost of recommendation: \$116,614.00

Budget line item(s) to be used: HW16069000.1PRECN.1CONTRSRV.1CONTRACT

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

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney

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: 04/06/2021

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



Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection Project

ADCNR Grant #: S1P11-LHSP
RESTORE Act Spill Impact project titled "State Expenditure Plan #11"

PROJECT No. BCP 0206916

ENGINEER:



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**STATE OF ALABAMA
BALDWIN COUNTY**

CONTRACT

This AGREEMENT made and entered into this ____ day of _____, 2021, by and between BALDWIN COUNTY, ALABAMA (hereinafter called the COUNTY), acting by and through its COUNTY COMMISSION, and **NEEL-SCHAFFER, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

COUNTY – Baldwin County, Alabama (Baldwin County Highway Department)

COUNTY COMMISSION – Baldwin County Commission, the governing body of Baldwin County, Alabama, the party of the first part of the Agreement.

COUNTY ENGINEER - That person designated by the COUNTY as COUNTY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the Baldwin County Highway Department and the Engineer setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services

ENGINEER - The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **NEEL-SCHAFFER, INC.**

NOTICE TO PROCEED - A written notice to proceed issued by the County Engineer either for any phase set out in Section III or for requested additional services.

PRELIMINARY PROJECT COST ESTIMATE – The estimated construction cost of the Project as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection, Baldwin County Project No. BCP 0206916. This CONTRACT is for Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection Project.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications

by the Alabama Department of Transportation
(<https://www.dot.state.al.us/conweb/specifications.html>)

II. STANDARDS

The COUNTY hereby retains the ENGINEER and the ENGINEER agrees to perform for the COUNTY all necessary professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this project, will meet the requirements for conformance with the STANDARD SPECIFICATIONS and applicable local ordinances, and will ascertain the practices of the COUNTY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the COUNTY for review and administrative approval only.

Additional Conditions for the grant award and this CONTRACT are detailed in Exhibits D-H, which are attached hereto and incorporated herein.

This contract is subject to the terms and conditions of ADCNR Subaward Grant Agreement #S1P11-LHSP, County Resolution 20-1134 between ADCNR and the COUNTY, the terms and conditions of the Federal Award from the Gulf Coast Ecosystem Restoration Council (attached as Exhibit E), including any Special Award Conditions, the Standard Sub-Award Terms and Conditions (attached as Exhibit E), the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the "Spill Impact Component," as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to 2 CFR Part 200 (attached as Exhibit H), and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the ENGINEER, as well as any covered subcontractor(s) or vendor(s).

III. SCOPE OF WORK

The scope of work includes Coastal Engineering & Habitat Processes Study.

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 Qualifications," 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 Qualifications (RFQ) for Professional Services for Engineering/Environmental Services"

Should the COUNTY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the COUNTY ENGINEER to provide a status report and progress at each meeting. These meetings shall continue until all contracted obligations are met and the COUNTY is satisfied all work is complete.

The ENGINEER shall submit, in writing, for the COUNTY ENGINEER's approval, any project technical staff substitution or reassignment, throughout the duration of the CONTRACT. The COUNTY ENGINEER shall approve technical staff substitution or reassignment prior to appointment by the ENGINEER. The COUNTY ENGINEER maintains the right to suspend the work wholly or in part due to any inadequacies in the ENGINEER's project technical staffing.

A. COASTAL PROCESSES STUDY PHASE

1. General

Should the COUNTY ENGINEER request, the ENGINEER shall schedule and conduct regularly scheduled meetings with the COUNTY ENGINEER to provide a status report and progress at each meeting. These meetings shall continue until all obligations are met and the COUNTY is satisfied all work is complete.

The COUNTY will provide all existing data available from the County will also be compiled, including, if available, maintenance dredging activity, as-built drawings of the existing project features, information on any other maintenance activities associated with the waterfront and nearshore features, existing permits for the project site features, as well as any supporting engineering documents for original construction, maintenance, or permitting.

The Coastal Engineering Analysis must be developed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet of the study and on the cover of any applicable design calculations.

2. Coastal Processes Study

A Coastal Engineering Analysis will be conducted to develop an understanding of the coastal processes that occur at the project site in order to support the development of project alternatives. Coastal processes along the project shoreline will be identified based on review of data collected, analysis of relevant physical data and coastal processes, and analysis conducted under this task. Project Area shall be in accordance with Exhibit A, Project Vicinity Map. The detailed Coastal Processes Study Scope of Work shall be in accordance with Exhibit B, Coastal Processes Study Scope of Work Agreement.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The COUNTY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.
- B. The COUNTY may terminate this CONTRACT for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the COUNTY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The COUNTY may

notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the COUNTY's convenience, due to events beyond the control of the COUNTY, or for any other reasons. After the COUNTY suspends the project for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

- C. The COUNTY and the ENGINEER each binds itself, its successors, and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the COUNTY nor the ENGINEER shall assign, sublet, or transfer his or its interest in this CONTRACT without written consent of the other party hereto.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force starting April 1, 2021 and shall follow the subaward agreement until completion of the project period, which is April 30, 2022 unless otherwise amended. If the project period in the subaward agreement is extended, and the COUNTY deems necessary, the CONTRACT time may be extended by mutual agreement between the COUNTY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the COUNTY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Baldwin County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the COUNTY. All payments to the ENGINEER for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the COUNTY ENGINEER. For services rendered under this agreement, the COUNTY agrees to make periodic payments to the ENGINEER attributable to the services rendered.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by COUNTY of the deliverables listed in Section III, COUNTY agrees to pay the ENGINEER on a Lump Sum basis, as compensation for such professional engineering services, as shown in the Fee Schedule in Exhibit C and as authorized by the COUNTY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. ENGINEER shall perform Engineering Study Phase services through Coastal Engineering & Habitat Processes Study, in accordance with the schedule and

appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Coastal Engineering & Habitat Processes Study of this CONTRACT shall be on a Lump Sum Basis not to exceed \$116,614.00 (One Hundred Sixteen Thousand Six Hundred Fourteen Dollars and Zero Cents). All payments will be upon successful completion of Engineering Study Milestones provided in the Fee Schedule in Exhibit C.

- b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to COUNTY for such failure. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the COUNTY, the COUNTY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the COUNTY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. LIMITATION OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees to be paid the ENGINEER associated with the above mentioned PROJECT Coastal Engineering & Habitat Processes Study shall not exceed \$116,614.00 (One Hundred Sixteen Thousand Six Hundred Fourteen Dollars and Zero Cents).

COUNTY or ENGINEER may request modifications or changes in the scope of work as described in Section III. To the extent that the scope of work to be performed by ENGINEER has been affected by such change properly approved, ENGINEER's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMINIFICATION:** Contractor shall indemnify, defend and hold harmless COUNTY and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) to the extent arising from or in connection with CONTRACTOR's negligent performance under this CONTRACT, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. **INSURANCE:** For the duration of this CONTRACT, ENGINEER shall maintain the following minimum amounts for each Project:

ENGINEER shall name Baldwin County as an additional insured.

- 1. **Professional Liability Insurance:**

Professional Liability Insurance including design with the limits not less than \$1,000,000 per occurrence.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of Baldwin County.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of Baldwin County.

2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name Baldwin County as an Additional Insured

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by Baldwin County.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to Baldwin County.
5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to Baldwin County, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to Baldwin County.

VII. E-VERIFY

By signing this CONTRACT, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by City under this contract is ADCNR Subaward Grant Agreement #S1P11-LHSP, County Resolution 20-1134.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION

ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Baldwin County Commission policies, which requires, inter alia, that all contractors performing work for Baldwin County not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

IN WITNESS WHERE OF, NEEL-SCHAFFER, INC., a corporation,
has caused its name to be signed hereto by JOHN E. MURPHY, JR., its SENIOR PROJECT MANAGER
VICE PRESIDENT, and by KIRBY LATHAM, its Secretary, both duly
authorized in full to bind the corporation, and the Baldwin County Commission, a municipal corporation,
has caused this instrument to be executed by its Commissioner and attested by its Commissioner on the
day and year first above written.

Baldwin County Commission

By: _____

ATTEST:

By: _____

NEEL-SCHAFFER, INC.

By: *John E. Murphy, Jr.*

Its: Vice President

Address: 851 E I-65 Service Road South
Suite 1000
Mobile, AL 36606

Telephone: 251-471-2000

ATTEST:

By: *Kirby Latham*
Kirby Latham
Its: Senior Project Manager



EXHIBIT A: PROJECT VICINITY MAP



EXHIBIT B: COASTAL PROCESSES STUDY SCOPE OF WORK

January 6, 2021

Mr. Seth Peterson, PE
Baldwin County Highway Department
Central Annex II
22070 Highway 59 | Robertsdale, AL 36567

**Re: PROPOSED SCOPE OF WORK AND COST ESTIMATE
COASTAL PROCESSES STUDY FOR THE LILLIAN PARK
BEACH HABITAT AND SHORELINE PROTECTION**

Dear Mr. Peterson,

Neel-Schaffer, Inc. (NSI) is pleased to submit this proposed Scope of Work and Cost Estimate to Baldwin County Highway Department (Baldwin County) to perform a Coastal Engineering Study for the above captioned project.

NSI's general scope of services for the work is as follows:

GENERAL SCOPE OF SERVICES

NSI will provide Baldwin County with data collection and coastal / civil engineering services to perform a detailed coastal processes study for the Lillian Park Beach Habitat and Shoreline Protection. This study will provide data collection services, coastal engineering and habitat processes analysis, conceptual engineering and alternatives development.

Services may be comprised of project management and coastal engineering services including support for civil, hydraulic and hydrologic work as well as general design, drafting and GIS support for figures and reporting. A detailed scope of work is provided in **Exhibit A**.

QUALITY ASSURANCE & QUALITY CONTROL

NSI will furnish sufficient technical, supervisory, and administrative personnel at all times to ensure execution of the work in accordance with the needs and expectations of Baldwin County. All work will be accomplished with adequate internal controls and independent review procedures to minimize conflicts, ensure technical accuracy and coordination of all written material, drawings, illustrations, and other documents, and to ensure consistency in nomenclature and manner of presentation.

We propose to provide the services described in the Scope of Services on a **Lump Sum** basis of **\$116,614.00 (One Hundred Sixteen Thousand, Six Hundred Fourteen Dollars and Zero Cents)**. A detailed fee estimate is provided in **Exhibit B**. NSI estimates that the work will be completed in 3 months from the time Baldwin County issues a signed agreement. A full schedule of tasks and duration of each is provided in **Exhibit C**.

January 6, 2021

Mr. Seth Peterson, Coastal Processes Study for Lillian Park

Page 2

This Letter and Exhibits A, B, and C (enclosed) will represent the scope of work, fee estimate, and schedule with respect to the services that will be provided for this project.

We appreciate the opportunity to work with Baldwin County on this project. Should you have any questions or if I may be of further service to you in any way, please don't hesitate to call me at 225-614-2803 or 225-573-2364 (cell).

Sincerely,
NEEL-SCHAFFER, INC.



Glenn P. Ledet, Jr., P.E.
Water Resources Project Manager

Enclosures: Exhibit A – Scope of Work
Exhibit B – Fee Estimate
Exhibit C – Proposed Schedule

cc: Joey Nunnally, PE, Baldwin County
Stacy Appleton, PE, Baldwin County
Glenn Ledet, Jr., PE, NSI
Leah Selcer, PE, NSI
Brian Morgan, PE, NSI
Kirby Latham, PE, NSI

Exhibit A

SCOPE OF SERVICES FOR ENGINEERING SERVICES

COASTAL PROCESSES STUDY – ALTERNATIVE DEVELOPMENT LILLIAN PARK BEACH HABITAT AND SHORELINE PROTECTION BALDWIN COUNTY, AL

NOVEMBER 2020

1.0 INTRODUCTION

The Lillian Park Beach and Boat Launch were constructed to facilitate greater public access to and enjoyment of the natural resources of the Perdido watershed and the Gulf of Mexico. The sand beach shoreline and coastal habitat are a preferred feature for recreation use. Erosion of bay shoreline, loss/degradation nearshore and littoral habitat is occurring at and adjacent to this location.

This shoreline protection project will study existing conditions and coastal processes that may have real and ongoing negative considerations to degradation of the immediate shoreline and littoral habitat, public safety and public access to the natural resource.

The project goals are:

1. Reduce overall maintenance costs due to rapid sand and debris build up on the ramp
2. Reduce safety risks at the public boat launch at Lillian Park resulting from open, unattenuated wave action
3. Create a stable sand beach shoreline and effectively minimize beach erosion and habitat loss along Perdido Bay.
4. Create a more stable and useable public beach, and
5. Protect adjacent properties from beach erosion.

The primary goal of the study is to conduct a coastal processes study to develop an understanding of the coastal processes at the project site, and to develop a set of potential solutions to meet the project goals.

The work conducted as part of this scope of work include existing data collection and evaluation of new data collected, a coastal processes analysis, and development of conceptual alternatives to meet the project goals.

2.0 LOCATION

The project is located in Baldwin County, AL along Perdido Bay.



Figure 1 - Project Site

3.0 SCOPE OF WORK

Neel-Schaffer, Inc., hereinafter referred to as “Contracting Party”, shall perform conceptual engineering for the Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection Project (Project), as outlined in the following subsections.

3.1 Project Management

The Contracting Party will be responsible for providing overall project management for the Engineering and Design Tasks, including but not limited to, developing and maintaining task budget and schedule, scoping the work of all sub-consultants and administration of their tasks, maintaining accurate project data, and attending project meetings. Typical project meetings include, kickoff meeting and site visit, monthly meetings with Baldwin County and design review meetings.

3.1.1 Communications Management

3.1.1.1 Project Kickoff Meeting

The Contracting Party shall participate in a Project Kickoff Meeting with Baldwin County

3.1.1.2 Regular Meetings

As part of the Project, Baldwin County's team and the Contracting Party shall meet on a bi-weekly basis to, at a minimum, review the status of the Project, review action items, make decisions, review the schedule, review risks, and review upcoming external communications. The Contracting Party's Project Manager (PM) will be expected to participate and optimize their resources in bi-weekly meetings and off-week internal meetings with the Baldwin County's PM (off-week meetings may be via telephone).

3.1.1.3 Site Visit

The Contracting Party may conduct a Site Visit to the project site for the benefit of the Contracting Party's team. Baldwin County shall be notified of any Site Visit(s) but are not obligated to attend. The Contracting Party shall coordinate with Baldwin County for access to the Project site during the visit.

3.1.2 Time and Cost Management

3.1.2.1 Time Management: Schedule

A realistic linked critical-path schedule will be submitted to Baldwin County and reviewed and accepted by Baldwin County and the Contracting Party. During the Project, the Baldwin County PM shall be notified immediately of any schedule updates. Time shall be set aside at each regular team meeting to discuss schedule changes and any ideas for minimizing schedule delays or opportunities for compression.

3.1.2.2 Cost Management: Invoicing

The Contracting Party shall submit a monthly invoice on a date agreed upon by Baldwin County and the Contracting Party.

3.1.3 Quality Management

3.1.3.1 QA/QC

The Contracting Part shall furnish to Baldwin County their internal QA/QC or ITR protocol. The Contracting Party's internal QA/QC documentation, should at a minimum, include information concerning the discipline, objectives, methods, assumptions, references, and relevant computational tools utilized in the analysis. A Deliverable Review Log (DRL) shall be developed by Baldwin County and the Contracting Party for each deliverable. The DRL shall include a list of the components of the deliverable (data files, plan sheets, etc.) and the required standards. The

Contracting Party shall update the DRL after each submittal and furnish to Baldwin County.

3.1.3.2 Independent Deliverable Review

Independent review of work products shall be developed to ensure that planned and completed work complies with predetermined requirements, industry standards, and common engineering practices.

The reviewer shall evaluate, to the extent reasonably possible, the consistency, applicability, and defensibility of the following:

- Technical approach
- Technical concepts
- Assumptions
- Recommendations
- References

3.2 Project Understanding & Data Collection

New field data collection will be conducted as part of the scope of work, including new topographic and bathymetric surveys and limited geotechnical data collection

The Contracting Party will collect, where available, existing topographic, bathymetric and geotechnical data of the project vicinity from previous projects or other publicly available source

3.2.1 Survey

See Attachment for detailed scope of work of Survey task.

3.2.2 Geotechnical

See Attachment for detailed scope of work of Geotechnical task.

3.2.3 Environmental Data Collection

See Attachment for detailed scope of work for Environmental Data Collection task.

3.2.4 Coastal Data Collection

Existing data will be collected to develop a database of physical data and available knowledge relevant to the project shoreline that will be used as the basis for the coastal engineering analysis and design. Additional details on this scope of work is provided in the Attachment.

3.3 Coastal Engineering & Habitat Processes Analysis

A Coastal Engineering Analysis will be conducted to develop an understanding of the coastal processes that occur at the project site in order to support the development of project alternatives. Coastal processes along the project shoreline will be identified based on review of data collected, analysis of relevant physical data and coastal processes, and analysis conducted under this task.

3.3.1 Characterize Existing Conditions

Existing information on coastal processes will be compiled including data on winds, waves, tides, currents, sediment budgets, sediment characteristics, and relative sea level rise as available. Existing data available from the County will also be compiled, including, if available, maintenance dredging activity, as-built drawings of the existing project features, information on any other maintenance activities associated with the waterfront and nearshore features, existing permits for the project site features, as well as any supporting engineering documents for original construction, maintenance, or permitting.

3.3.2 Waves, Winds, Water levels, and Sediment transport Analysis

Coastal processes including waves, winds, water levels, and sediment transport will be analyzed with analytical and empirical methods. Typical and extreme value statistics of winds, waves, and water levels will be developed using relevant data.

A shoreline change analysis of shorelines adjacent to the Lillian Park shoreline will be conducted using available historical shorelines and delineation of shorelines from historical aerial photos. These digital shorelines will be evaluated to quantify shoreline change rates along the adjacent areas to inform the natural morphology at the site.

A numerical wave model (MIKE-SW, DELFT-3D, SWAN, or similar) will be developed to simulate wave generation and transformation to the project shoreline, and wave analysis will be conducted to develop a statistically representative characterization of the wave climate that drives sediment transport. We assume that extreme storms with 25-yr and 100-yr return periods will be evaluated.

A circulation model will be developed for the project site that is driven by a combination of tides, winds, and waves. The circulation model will be coupled with a wave model to incorporate the combined processes and their influence on circulation and sediment transport. The coupled circulation model will be completed using a modeling system such as DELFT-3D or the MIKE modeling system.

A sediment transport model will be developed based on the combined wave and circulation models to simulate the existing sediment transport pathways along the project site and adjacent shorelines. The model will be used as comparative analysis tool and will be qualitatively validated based on observations from adjacent shorelines.

3.3.3 Alternative Development

The Contracting Party will work to provide conceptual alternatives that are cost-effective, meet the project design criteria, meet the project goals, and utilize sound engineering principles.

3.3.3.1 Coastal Mitigation and Conceptual Development

Following the results from Coastal Engineering Analysis, the Contracting Party

will assess the existing conditions of project shoreline, identify issues in the project vicinity, and develop conceptual level alternative solutions.

3.3.3.2 Alternative Development

Sketches of proposed conceptual alternatives will be developed to illustrate the conceptual geometry and layout of the proposed alternatives.

The proposed alternatives will be developed into the geometrical concept drawings. It is anticipated that 2 alternatives will be developed.

3.4 Reporting & Presentations of Results

3.4.1 Draft Technical Report

The Contracting Party shall prepare and submit a Draft Technical Report and submit to Baldwin County. The report shall provide results from data collection, coastal engineering analysis, and alternative development. Two (2) hard copies and two (2) digital media devices containing digital copies (PDF) of the Draft Technical Report shall be submitted.

3.4.2 Final Technical Report

The Contracting Party will meet with Baldwin County to present the Draft Technical Report and the conceptual level alternatives. The Contracting Party will incorporate Baldwin County input and comments from the meeting and finalize the Technical Report.

Attachments Subconsultants' Scope of Services



650 Poydras St., Ste 2550
New Orleans, LA 70130

T 504-529-7687 F 504-529-7688
mottmac.com

January 6, 2021

Glenn Ledet, Jr., P.E.
Neel-Schaffer, Inc.
10000 Perkins Rowe
Suite G360
Baton Rouge, LA 70810
Phone: 225.614.2803

RE: **SCOPE OF WORK for Coastal Engineering Analysis**
Coastal Processes Study for Lillian Park Beach Habitat and Shoreline Protection
Baldwin County, AL
REVISION 3

Mr. Ledet:

Mott MacDonald is pleased to submit this scope of work for coastal engineering analysis for Coastal Processes Study for Lillian Park Beach Habitat and Shoreline Protection Baldwin County, AL.

INTRODUCTION

The project is located in Baldwin County, AL along Perdido Bay. The project goals are to

1. Reduce overall maintenance costs due to rapid sand and debris build up on the ramp
2. Reduce safety risks at the public boat launch at Lillian Park resulting from open, un-attenuated wave action
3. Create a stable sand beach shoreline and effectively minimize beach erosion and habitat loss along Perdido Bay.
4. Create a more stable and useable public beach, and
5. Protect adjacent properties from beach erosion.

The first phase of the project is to conduct a coastal processes study to develop an understanding of the coastal processes at the project site, and to develop a set of potential solutions to meet the project goals.

The work conducted as part of this scope of work include existing data collection and evaluation of new data collected, a coastal processes analysis, and development of conceptual alternatives to meet the project goals, as described in the following tasks.

TASK 1. PROJECT UNDERSTANDING AND DATA COLLECTION

A project kickoff meeting will be held online virtually to discuss project site history and goals, as well project site history and current challenges.

Existing data will be collected to develop a database of physical data and available knowledge relevant to the project shoreline that will be used as the basis for the coastal engineering analysis and design. Mott MacDonald will compile existing information on coastal processes including data on winds, waves, tides, currents, sediment budgets, sediment characteristics, and relative sea level rise as available. Existing data available from the County will also be compiled, including, if available, maintenance dredging activity, as-built drawings of the existing project features, information on any other maintenance activities associated with the waterfront and nearshore features, existing permits for the project site features, as well as any supporting engineering documents for original construction, maintenance, or permitting. Existing data will be utilized wherever possible. In addition, the Project Team will collect, where available, existing topographic, bathymetric and geotechnical data of the project vicinity from previous projects or other publicly available sources.

Shoreline morphology plays a key role in understanding the coastal system. Therefore, modern shoreline position data is required for shoreline change analysis. Publicly available historic aerial photographs will be collected to quantify historical shoreline morphology. Even though the project site is stabilized with a bulkhead, neighboring shorelines can provide valuable information on coastal processes for the entire coastal system.

The available existing data will be reviewed for completeness, and a new data collection plan will be developed. We anticipate that new topographic, bathymetric, geotechnical, and habitat data will need to be collected for the project vicinity.

New field data collection is anticipated to be conducted as part of a separate scope of work, including new topographic and bathymetric surveys and limited geotechnical data collection. Mott MacDonald will coordinate with the Project Team these data collection efforts, and review and process data resulting from the new data collection.

Results of the Data Collection will be documented as part of the Coastal Engineering Analysis and Alternative Development Report.

Task 1 Schedule: Four (4) weeks from NTP; or two (2) weeks after receipt of new field data, whichever is longer

Task 1 Deliverables:

- Kickoff meeting; presentation of scope of work and project understanding
- Kickoff meeting minutes
- Section in Coastal Engineering Analysis and Alternative Development Report

TASK 2. COASTAL ENGINEERING PROCESSES ANALYSIS AND ALTERNATIVE DEVELOPMENT

A Coastal Engineering Analysis will be conducted to develop an understanding of the coastal processes that occur at the project site in order to support the development of project alternatives. Coastal processes along the project shoreline will be identified based on review of data collected from Task 1, analysis of relevant physical data and coastal processes, and analysis conducted under this task.

Coastal processes including waves, winds, water levels, and sediment transport will be analyzed with analytical and empirical methods. Typical and extreme value statistics of winds, waves, and water levels will be developed using relevant data. A shoreline change analysis of shorelines adjacent to the Lillian Park shoreline will be conducted using available historical shorelines and delineation of shorelines from historical aerial photos. These digital shorelines will be evaluated to quantify shoreline change rates along the adjacent areas to inform the natural morphology at the site.

Mott MacDonald will develop a local wave climate at the project site. Understanding the local wave climate is necessary to generate an understanding of sediment transport and shoreline morphology. A numerical wave model (MIKE-SW, DELFT-3D, SWAN, or similar) will be developed to simulate wave generation and transformation to the project shoreline, and wave analysis will be conducted to develop a statistically representative characterization of the wave climate that drives sediment transport. An understanding extreme storm wave conditions are required for use in development of the design of coastal structures. Waves from extreme storm events will also be generated at the project as they inform the resilience of any project features considered. Extreme storm conditions will be developed based on analytical methods. We assume that extreme storms with 25-yr and 100-yr return periods will be evaluated.

A circulation model will be developed for the project site that is driven by a combination of tides, winds, and waves. Our experience in Perdido Bay shows that tide-driven circulation plays a minor role, and the circulation is driven primarily by wind forcing. The circulation model will be coupled with a wave model to incorporate the combined processes and their influence on circulation and sediment transport. The coupled circulation model will be completed using a modeling system such as DELFT-3D or the MIKE modeling system.

A sediment transport model will be developed based on the combined wave and circulation models to simulate the existing sediment transport pathways along the project site and adjacent shorelines. The model will be used as comparative analysis tool and will be qualitatively validated based on observations from adjacent shorelines.

Following the results from Coastal Engineering Analysis, the Project Team will assess the existing conditions of project shoreline, identify issues in the project vicinity, and develop conceptual level alternative solutions. Sketches of proposed conceptual alternatives will be developed to illustrate the conceptual geometry and layout of the proposed alternatives; these proposed alternatives will be communicated to Neel-Schaffer who will prepare the geometrical concept drawings. It is anticipated that 2 alternatives will be developed.



Mott MacDonald will prepare a draft technical report including results from data collection, coastal engineering analysis, and alternative development. Mott MacDonald will meet with the Project Team via online digital meeting to present the Coastal Engineering Analysis results and the conceptual level alternatives. Mott MacDonald will incorporate the Project Team input and comments from the meeting and finalize the Coastal Engineering Analysis and Alternative Development Technical Report.

Task 2 Schedule: Eleven (11) weeks from receipt of new field data

Task 2 Deliverables:

- Coastal Engineering Analysis and Alternative Development Report
- Coastal Engineering Analysis and Alternative Development Presentation
- Coastal Engineering Analysis and Alternative Development meeting minutes

ASSUMPTIONS

- Unless otherwise specified, all deliverables will be submitted electronically in PDF format.
- This scope of work does not include topographic and hydrographic surveys.
- This scope of work does not include geotechnical investigation.

COST SUMMARY

Task 1. Project Understanding and Data Collection	\$9,400
Task 2. Coastal Engineering and Habitat Processes Analysis	\$49,720
Total Cost	\$59,120

Please contact me with any questions.

Very truly yours,
Mott MacDonald, LLC

A handwritten signature in black ink, appearing to read 'Josh Carter'.

Josh Carter, PE, D.CE
Principal Coastal Engineer
650 Poydras St., Ste 2550, New Orleans, LA 70130
T 504.383.9785 M 512.289.3857
joshua.carter@mottmac.com

Attachments:
Mott MacDonald Manhour and Fee Estimate

5 January 2021

Mr. Glenn Ledet, Jr., P.E.
Neel-Schaffer, Inc.
10000 Perkins Rowe
Suite G360
Baton Rouge, LA 70810

Re: Lillian Park Beach Habitat and Shoreline Protection
Hydrographic Survey

Dear Mr. Ledet,

Hydro Engineering Solutions, a Division of Hydro, LLC (Hydro) is pleased to provide this proposal to assist Neel-Schaffer on the above-referenced project. Our proposed scope of services is described below.

SCOPE OF SERVICES

Based on the information provided by Neel-Schaffer, we propose to perform a hydrographic survey of the areas located in Figures 1.

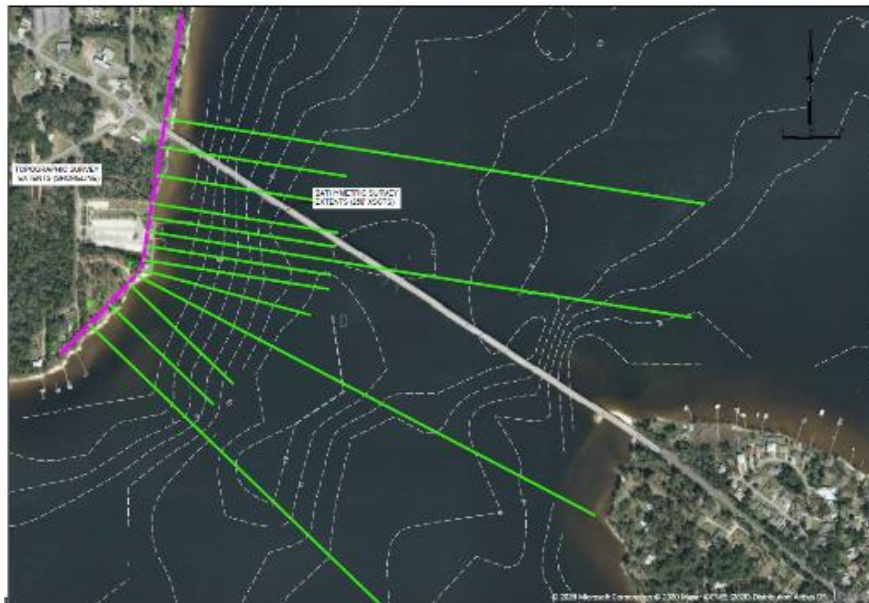


Figure 1 – Survey Area with transects

Hydro conducted a site visit to evaluate existing water depths within the project area. Our observations revealed that water depths are shallow near the banks but have depths conducive for conventional bathymetric surveying. We plan to use single beam for the survey. The single beam echo sounder requires a minimum water depth of 1 foot to collect depth data. Based on the tide charts through January of 2021, we anticipate performing much of the field work at night near the Lillian Park Beach.

Project deliverables shall include the following:

Navigation During Survey Work

- If we have any coordination correspondence with the USACE or US Coast Guard for the hydrographic survey, any written correspondence will be provided.

Horizontal and Vertical Control

- We will tie to the provided controls by Neel-Schaffer. We will provide survey coordinates referenced to the most recent Geoid. The data shall be reported in U.S. Survey Feet to two decimal places.

Deliverables

- Reporting – a brief report will be generated describing the survey methodology employed in the field, including control, any calibrations, equipment used, etc. The report will also contain the following:
 - A set of half size (11" x 17") drawings including a plan view showing all survey lines and sheets showing all cross-sectional diagrams. The elevations shall be referenced to NAVD 88.
- Digital Files - A digital drawing file in AutoCAD format and the data sets in ".csv" format will be provided

Certification

- All deliverables will be certified by a licensed engineer in the State of Alabama.

SCHEDULE

Hydro is prepared to initiate work within one week upon receipt of written authorization to proceed. Deliverables will be provided within two weeks from that time.

FEES

Hydro shall provide the services described herein for the Lump Sum Fee of \$15,000. Our fees are based on the following assumptions.

- Survey data shall be collected at the locations using the provided transects in a dgn or dwg format by Neel-Schaffer based on the transects shown in Figure 1. The survey shall stop at the bank.
- Field work is highly dependent upon weather conditions and timing of winds and high tide. Hydro shall coordinate the field work to collect data during optimum times.
- Safety of the field crews is of the upmost importance. Hazardous site conditions and wildlife may impact the time required to perform the field work. Field work shall not be performed during inclement weather and shall avoid dangerous wildlife if present.
- Due to the timing of winds and high tides, field work may be performed during the evening and night hours.
- Neel-Schaffer will provide at least two control points at the Park in open areas.

Summary

You may authorize Hydro to proceed with this work by signing and returning a copy of this proposal or by issuing a contract.

We appreciate the opportunity to assist Neel-Schaffer with this project. If you have any questions or require any additional information, please contact me at (334) 444-9287.

Sincerely,

Hydro Engineering Solutions
A Division of Hydro, LLC



John E. Curry, P.E.
President

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

October 27, 2020

Neel-Schaffer, Inc.
851 East I-65 Service Road South, Suite 1000
Mobile, Alabama 36608

Attn: Mr. John Murphy, P.E.

Re: Proposed Scope of Services and Fees for Soils Explorations and Geotechnical Engineering Studies for the Conceptual Planning Phase of the Lillian Park Beach Habitat and Shoreline Protection Project in Baldwin County

Gentlemen:

Geotechnical Engineering-Testing, Inc. is pleased to provide the proposed scope of services and associated fees for soils explorations and geotechnical engineering studies to aid in the Conceptual Planning Phase of the design of the Lillian Park Beach Habitat and Shoreline Protection in Baldwin County, Alabama. This proposal is in response to the written request for proposal received from Mr. Glenn Ledet, P.E. of Neel-Schaffer, Inc. We have discussed the project with Mr. Ledet and Mr. Josh Carter, P.E. of Mott MacDonald, reviewed data that has been provided on the project to date, and we believe we have an understanding of the geotechnical engineering requirements for Conceptual Planning Phase of this project.

For the Conceptual Planning Phase of the project, we plan to perform the three following primary tasks.

- Review of Existing Data
 - Review borings from US Hwy 98 Bridge
 - Review other existing data that may be available from County
- Data Collection & Laboratory Testing
 - Collect 12 grab samples from areas around the site vicinity
 - Analyze the characteristics or composition of the materials
 - Grain size analysis
- Reporting
 - Develop a report deliverable

To perform the data collection and laboratory testing, we plan to explore the subsurface soils for this phase of the project by sampling the soils from a work boat. Sample locations will be selected by the design team and GET personnel will utilize a hand-held GPS to determine the location in the field. Samples will be collected using a Van Veen or ponar sampler. Samples will be visually classified in the field and retained for additional testing.

We plan to perform physical laboratory soil mechanics tests on the grab samples recovered. For this phase of work, laboratory tests will be limited to grain size analyses. These tests will be performed in general accordance with the applicable laboratory testing standards.

These soils explorations and laboratory testing services will be performed under the supervision of a licensed engineer of our firm. A report of our findings from the soils explorations and laboratory testing will be provided. This report will include a summary of our review of nearby soils data information.

We are usually in a position to start a project such as this one within one to two weeks of the authorization to proceed. Approximately two days will be required to conduct the fieldwork and additional one to two weeks for laboratory testing and preparing a report of our findings.


Our proposed fees for the services outlined above will be based on our standard unit fees (Fee Schedule dated January 1, 2020) for soil borings made, tests performed and hours worked on the project. Our total estimated fee for providing the services as outlined above for this phase of the project is about SIX THOUSAND THREE HUNDRED DOLLARS (\$6300.00). Should conditions be encountered that will require additional or less services than has been estimated, we will adjust our total fees for the actual work done. Your permission will be obtained prior to doing additional work that will cause our total fees to be greater than we have estimated.

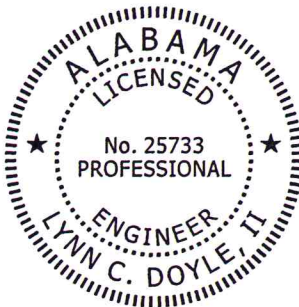
Our firm appreciates this opportunity to provide engineering services to Neel-Schaffer, Inc. Should you have any questions regarding this proposal or if we have misinterpreted your request, please let us know. We will be most willing to discuss this proposal and to make any changes that are appropriate for the project.

We thank you very much for your consideration of using our firm for providing the geotechnical engineering services on your project.

Sincerely yours,

GEOTECHNICAL ENGINEERING-TESTING, INC.


Curt Doyle, P.E.
Principal Engineer
Alabama License No. 25733
Date: 10/27/2020



**ESTIMATED UNITS OF SERVICE AND FEES FOR
PRELIMINARY GEOTECHNICAL EXPLORATIONS FOR THE
CONCEPTUAL PHASE DESIGN
LILLIAN PARK BEACH HABITAT AND SHORELINE PROTECTION PROJECT
BALDWIN COUNTY, ALABAMA**

OCTOBER 27, 2020

<u>ITEM OF SERVICE</u>	<u>EST. UNITS</u>		<u>UNIT FEE</u>	<u>EST. TOTAL FEE</u>
<u>REVIEW OF HISTORICAL DATA</u>				
1. Senior Geotechnical Engineer, P.E.	4	Hours	\$ 140.00 /Hr	\$ 560.00
Estimated Subtotal:				\$ 560.00
<u>PRELIMINARY INVESTIGATION/DATA COLLECTION</u>				
1. Mobilization of Work Boat & Sampling Equipment			Lump Sum	\$ 750.00
2. Crew Time to Collect Samples	20	Hours	\$ 150.00 /Hr	\$ 3,000.00
3. Moisture Content	12	Each	\$ 12.50 /Ea	\$ 150.00
4. Grain Size Analysis	12	Each	\$ 75.00 /Ea	\$ 900.00
Estimated Subtotal:				\$ 4,800.00
<u>REPORT OF PRELIMINARY FINDINGS</u>				
1. Engineering Technician IV	4	Hours	\$ 67.50 /Hr	\$ 270.00
2. Senior Geotechnical Engineer, P.E.	4	Hours	\$ 140.00 /Hr	\$ 560.00
3. Principal Geotechnical Engineer, P.E.	0.5	Hours	\$ 160.00 /Hr	\$ 80.00
Estimated Subtotal:				\$ 910.00
ESTIMATED TOTAL:				\$ 6,270.00



BARRY A. VITTOR & ASSOCIATES, INC.

ENVIRONMENTAL RESEARCH & CONSULTING

8060 Cottage Hill Road

Mobile, Alabama 36695

Phone (251) 633-6100

Fax (251) 633-6738

November 3, 2020

Glenn Ledet
Neel-Schaffer, Inc.
851 East I-65 Service Road South,
Suite 1000
Mobile, AL 36606

Subject: Proposal for Environmental Services for Lillian Park (Baldwin County)

Dear Glenn:

Barry A. Vittor & Associates, Inc. appreciates this opportunity to provide Neel-Schaffer, Inc. with this proposal to conduct environmental resource and regulatory evaluation of potential improvements to Lillian Park, in conjunction with the Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection project. Vittor & Associates would provide a compilation of existing information for environmental resources in the project area, and would identify key issues that would need to be addressed pursuant to obtaining environmental agency approvals for proposed plans for Park improvements and shoreline protection measures. The estimated cost of these services would be \$3,500.00. This phase of the project would be completed within 60 days of notice to proceed.

Please call or email me if you need any additional information.

Sincerely,

Barry A. Vittor, PhD
President

Exhibit B

Baldwin County - Coastal Process Study for the Lillian Park Beach Habitat and Shoreline Protection:		
WBS	Work Description	Cost (\$)
1.0	Project Understanding & Data Collection	\$ 45,042.00
1.1	Project Kickoff	\$ 3,747.00
1.2	Survey Data Collection	\$ 16,500.00
1.3	Geotechnical Subsurface Investigation and Analysis	\$ 6,897.00
1.4	Environmental Data Collection	\$ 3,850.00
1.5	Coastal Data Collection	\$ 14,048.00
2.0	Coastal Engineering & Habitat Processes Analysis	\$ 53,434.00
2.1	Conceptual Engineering and Habitat Proceses Analysis	\$ 35,546.00
2.2	Alternative Development	\$ 17,888.00
3.0	Reporting & Presentations of Results	\$ 18,138.00
3.1	Draft Technical Report	\$ 10,436.00
3.2	Final Technical Report	\$ 2,629.00
3.3	Final Presentation & Meeting Minutes	\$ 5,073.00

Summary

1	Project Understanding & Data Collection	\$ 45,042.00
2	Coastal Engineering & Habitat Processes Analysis	\$ 53,434.00
3	Reporting & Presentations of Results	\$ 18,138.00
TOTALS		\$ 116,614.00

Exhibit C

Coastal Process Study for the Lillian Park Beach Habitat and Shoreline Protection						Month 0	Month 1	Month 2	Month 3	Month 4	Month 5
TASK	START	END	DAYS								
Project Management & Administrative											
Communications Management	Day 1	Day 91	91								
Time & Cost Management	Day 1	Day 91	91								
Quality Management	Day 1	Day 91	91								
1.0 Project Understanding & Data Collection				45							
1.1 Project Kickoff	Day 1	Day 2	2								
1.2 Survey Data Collection	Day 1	Day 14	14								
1.3 Geotechnical Subsurface Investigation and Analysis	Day 1	Day 20	20								
1.4 Environmental Data Collection	Day 1	Day 9	9								
1.5 Coastal Data Collection	Day 1	Day 45	45								
2.0 Coastal Engineering & Habitat Processes Analysis				77							
2.1 Conceptual Engineering & Coastal Processes Analysis	Day 14	Day 91	77								
2.2 Alternative Development	Day 76	Day 91	15								
3.0 Reporting & Presentations of Results				20							
3.1 Draft Technical Report	Day 71	Day 91	20								
3.2 Presentation of Technical Results	Day 91	Day 91	1								

EXHIBIT C: ENGINEER'S FEE SCHEDULE

PROJECT – Engineering/Environmental Services for the Lillian Park Beach Habitat and Shoreline Protection Project

Baldwin County Project No. BCP 0206916

ENGINEERING STUDY PHASE (Coastal Processes Study)

Not to Exceed \$116,614.00

Payment shall be made upon completion of the milestones of the study. These milestones are provided below:

- Milestone 1 – Project Understanding and Data Collection = \$45,042
- Milestone 2 – Coastal Engineering & Habitat Processes Analysis = \$53,434
- Milestone 3 – Reporting & Presentation of Results = \$18,138

FUNDING SOURCE: ADCNR Subaward Grant Agreement ##S1P11-LHSP, County Resolution 20-1134

EXHIBIT D: CERTIFICATIONS, AFFIDAVITS & INSURANCE

STATE OF ALABAMA
COUNTY OF BALDWIN

AFFIDAVIT OF VENDOR / CONTRACTOR

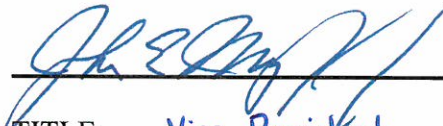
Before me, a Notary public, personally appeared John E. Murphy, Jr. (affiant) who, being duly sworn says as follows:

Vice President

As a condition for the award of a contract by the County of Baldwin to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President for Neel-Schaffer, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.


By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said Neel-Schaffer, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 143162.


TITLE: Vice President

Sworn to and subscribed before me this the 17th day of March, 2021.

I certify that the affiant is known to me to be the identical party he or she claims to be.


Signature and Seal of Notary Public

My Commission Expires
December 4, 2021



ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/18/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Carly Underwood PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): 770.550.4082 E-MAIL ADDRESS: carly.underwood@greyling.com														
INSURED Neel-Schaffer, Inc. 125 South Congress Street; Suite 1100 Jackson, MS 39201	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 480">INSURER A : Liberty Mutual Fire Insurance Company</td> <td data-bbox="1433 453 1563 480"></td> </tr> <tr> <td data-bbox="816 480 1433 508">INSURER B : Beazley Insurance Company, Inc.</td> <td data-bbox="1433 480 1563 508"></td> </tr> <tr> <td data-bbox="816 508 1433 535">INSURER C :</td> <td data-bbox="1433 508 1563 535"></td> </tr> <tr> <td data-bbox="816 535 1433 562">INSURER D :</td> <td data-bbox="1433 535 1563 562"></td> </tr> <tr> <td data-bbox="816 562 1433 590">INSURER E :</td> <td data-bbox="1433 562 1563 590"></td> </tr> <tr> <td data-bbox="816 590 1433 617">INSURER F :</td> <td data-bbox="1433 590 1563 617"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company		INSURER B : Beazley Insurance Company, Inc.		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER: 20-21****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability				11/15/2020	11/15/2021	Per Claim \$5,000,000 Aggregate \$5,000,000

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

Re: BCP 0206916 - Engineering/Environmental Services for Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection Project.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

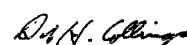
Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Baldwin County Commission
22070 AL-59
Robertsdale, AL 36567-0000

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



DESCRIPTIONS (Continued from Page 1)

the Certificate Holder.



NEELINC-01

SSHOWS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2021

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 The Nowell Agency, Inc. 1498 Old Fannin Road Brandon, MS 39047	CONTACT NAME	Sandy P Shows	
	PHONE (A/C, No, Ext)	FAX (A/C, No) (601) 939-8800	
INSURED Neel-Schaffer, Inc. Et Al P.O. Box 22625 125 S Congress Street Ste 1100 Jackson, MS 39225	E-MAIL ADDRESS	sandy.shows@nowellagency.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A	Nationwide Property And Casualty Co.	
	INSURER B	Nationwide Mutual Fire Insurance Company	
	INSURER C		
	INSURER D		
	INSURER E		
	INSURER F		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X		4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X		4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X		4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACC DENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: BCP 0206916 Engineering/Environmental Services for Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection Project

Baldwin County Commission, and its commissioners, officers, directors, employees, representatives, and agents are listed as Additional Insured and granted waiver of subrogation as required by written contract in respect to the operations of Named Insured. Thirty (30) days prior to cancellation, notice thereof shall be given to the below Certificate Holder. The above policies are primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

Baldwin County Commission
22070 AL-59
Robertsdale, AL 36567

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

02/18/2021

Whitnee Sandlin,

The following is the Dun & Bradstreet D-U-N-S® number for **Neel-Schaffer, Inc.:**
D-U-N-S number: [REDACTED]

If this is **YOUR COMPANY**, take advantage of [CreditBuilder™](#), our next generation credit building solution.

With **CreditBuilder** you can:

- Get unlimited access to your business credit file
- Ensure you are always aware of the most current D&B information your banks, suppliers, competitors and customers are using to evaluate your business
- Get alerts when there are changes to your business credit file
- Benchmark your company's credit scores against your industry and key competitors
- Enhance your D&B credit scores and ratings by adding good payment history to your credit profile

If you are looking for information on **ANOTHER COMPANY**, consider purchasing a [Business Information Report™](#). Reduce the risk of unpaid bills by evaluating the credit risk of another company before doing business with them.

Company ID Number [REDACTED]

Client Company ID Number [REDACTED]

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Neel-Schaffer, Inc. (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

Company ID Number: [REDACTED]

Client Company ID Number: [REDACTED]

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's

Company ID Number: [REDACTED]

Client Company ID Number: [REDACTED]

employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

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can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

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prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

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- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

- 3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

- 1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
- 4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

- 1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

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an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

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contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

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participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Neel-Schaffer, Inc. (Employer) hereby designates and appoints Courtney Corley (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

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If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Neel-Schaffer, Inc.	
Name (Please Type or Print) Karen Reeves	Title
Signature Electronically Signed	Date October 11, 2017
E-Verify Employer Agent Paycom	
Name (Please Type or Print) Courtney Corley	Title
Signature Electronically Signed	Date October 11, 2017
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date October 11, 2017

Company ID Number [REDACTED]

Client Company ID Number [REDACTED]

Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	Neel-Schaffer, Inc.
Company Facility Address	125 S. Congress Ste 1100 Jackson, MS 39201
Company Alternate Address	125 S. Congress Ste 1100 Jackson, MS 39201
County or Parish	Hinds
Employer Identification Number	[REDACTED]
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

Company ID Number [REDACTED]

Client Company ID Number [REDACTED]

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Mississippi	1
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Company ID Number [REDACTED]

Client Company ID Number [REDACTED]

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Karen Reeves
Phone Number	(601) 351-2779
Fax Number	
Email Address	karen.reeves@neel-schaffer.com

EXHIBIT E: SUBAWARD GRANT AGREEMENT

STATE OF ALABAMA

ADCNR Grant #: SIP11-LHSP

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the Baldwin County Commission (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #11: Lillian Park Beach Habitat and Shoreline Protection" (hereinafter "Project"). The purpose of this project is to improve the shoreline at Lillian Park; reduce the overall maintenance costs due to rapid sand and debris build up on the ramp; create a more stable and useable public beach; and, to protect adjacent properties from beach erosion, further described in the Federal Award GNSSP20AL0007-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): [REDACTED]
 - b. Federal Award Period of Performance: 05/01/2020-04/30/2022
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$621,460
 - d. Subrecipient DUNS#: [REDACTED]
 - e. Total Amount of Federal Award: \$645,231
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"
 - i. Indirect Cost Rate of Subrecipient: 0%
3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of six hundred twenty-one thousand four hundred sixty and xx/100 dollars (\$621,460).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the May 1, 2020 and end on April 30, 2022.
5. **AGREEMENT TERM:** The term of this Agreement shall commence on May 1, 2020 and end on April 30, 2022 (hereinafter "Agreement Term").

6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient further agrees and acknowledges it is responsible for ensuring of all lower tier compliance as to all such requirements. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.
7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions and Supplemental Construction Terms contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures. ADCNR is relying upon the Subrecipient to maintain compliance with all requirements associated with performance under this Agreement and all exhibits hereto, including, but not limited to, the Grant Award Document, its Special Award Conditions, RESTORE Council policies and Supplemental Construction Terms, required certifications, and all applicable laws. Subrecipient's responsibility specifically includes safeguarding the property that is held in trust by Subrecipient for the full duration of its designated "estimated useful life" of fifty (50) years from the date of construction completion. Subrecipient specifically acknowledges and agrees to comply with *Special Award Condition No. 3. - Estimated useful life and federal interest in project property*
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.

- d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used as leverage to complete the Project as described in the approved Scope of Work.
11. REIMBURSEMENT PAYMENTS: Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than fifteen (15) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. In addition, only Allowable Costs incurred during an active fiscal year performance period are eligible for reimbursement. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall immediately notify ADCNR and return such funds in such timeframe and manner as specified by ADCNR. Prior to the submittal of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR reserves the right to refuse to pay all or any part of requested funding for any of the following reasons: 1) at ADCNR's discretion, the costs are not determined to be reasonable or necessary for completion of the scope of work; (2) at ADCNR's discretion, the costs are determined to be ineligible for reimbursement; (3) the Subrecipient has failed to comply with any term or conditions of this agreement; (4) the Subrecipient has otherwise failed to perform the scope of work in accordance with this agreement; or (5) ADCNR has determined that the Subrecipient has otherwise failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. FINAL PAYMENT: Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall

disburse to Subrecipient all or such portion of the five percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

13. **SUBMISSION OF REPORTS/INFORMATION:** Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All reports shall be sent to the e-mail address listed below:

Lillian_Beach_Submissions@docs.e-builder.net

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

14. **RECORDS RETENTION/ACCESS/AUDITS:** Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to,

property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

- b. Access: The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
- c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance.
- d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

15. **POLITICAL ACTIVITY:** Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds. Subrecipient further agrees that it is responsible for ensuring such compliance of lower tier subrecipients and contractors, as applicable.

16. **LOBBYING ACTIVITY:**

- a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors.
- b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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.
- c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
- d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities

17. **FRAUD/WASTE/ABUSE:** Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
18. **CONFLICTS OF INTEREST:** Subrecipient by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
19. **ENVIRONMENTAL COMPLIANCE:** Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall immediately notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.
 - a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
 - b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
 - c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
 - d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
 - e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
 - f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
 - g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
 - h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
 - i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
 - j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
 - k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
 - l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
 - m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
 - n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
 - o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
 - p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
 - q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
 - r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
 - s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
 - t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended

- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

20. **FEDERAL PROVISIONS:** This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

- a. **Equal Employment Opportunity:** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. **Davis-Bacon Act:** The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. **Copeland "Anti-kickback" Act:** The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- d. **Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330)** as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. **Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401.** If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
 - g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.
21. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.
- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
 - b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
 - c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
 - d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
 - e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
 - f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
 - g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.
 - h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.
 - i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
 - j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.

- k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
 - l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.
 - m. Construction Activities: Subrecipient acknowledges and agrees that its performance under this Agreement does require or involve construction related activities.
 - n. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement
22. PROCUREMENT: Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200. Furthermore, Subrecipient specifically agrees to ensure that applicable clauses set forth pursuant to 2 C.F.R. Part 200 will be included in all purchase orders, contracts, and agreements.
23. DEBARMENT AND SUSPENSION:
- a. Compliance: Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
 - b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
 - c. Lower Tier Covered Transactions: The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to

ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

24. **LOWER TIER SUBAWARDS/CONTRACTS:** Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R. 200, the Federal Award, and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award.
25. **MINORITY/WOMEN BUSINESSES:** As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.
26. **LOWER TIER SUBAWARD/CONTRACT NOTICE:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

"Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."
27. **LOWER TIER AGREEMENT PROVISIONS:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award, and all other federal, state, or local laws.
28. **DRUG FREE WORKPLACE:** Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.
29. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

30. PRESS/EVENTS: Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.

31. PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT: Subrecipient agrees to the following:

- a. Subrecipient shall submit copies of all publication materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
- b. When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."
- c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award and ADCNR.
- d. Unless otherwise approved by ADCNR in writing, every publication of material based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer: "This project was paid for [in part] with federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council or ADCNR."

32. INDEMNIFICATION:

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.
- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

- c. The provisions of this Paragraph 32 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

33. **TERMINATION OF AGREEMENT:** This Agreement may be terminated as follows:

- a. If, in the determination of ADCNR, Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. In that event, at the option of ADCNR, Subrecipient shall provide to ADCNR copies of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient.
 - b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
34. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, Alabama 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

Baldwin County Commission
Attn: Commissioner Billie Jo Underwood
312 Courthouse Square
Bay Minette, Alabama 36507

Joey Nunnally, Baldwin County Engineer
Baldwin County Commission
312 Courthouse Square
Bay Minette, Alabama 36507
JNunnally@baldwincountyal.gov

35. **NONDISCRIMINATION:** Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).
36. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A RESTORE Council employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
37. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
38. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
39. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
40. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of either party to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
41. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.

42. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
43. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama 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 contract 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 that conflicting provision in the Contract shall be deemed null and void.
44. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
45. **BOYCOTT:** In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
46. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
47. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
48. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.
49. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
50. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
51. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

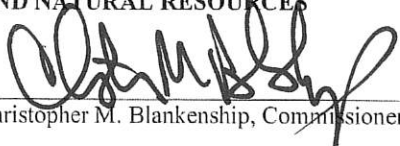
52. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

53. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

1. This Subaward Agreement; and
2. Federal Award including any RESTORE Council Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 6-18-2020

BALDWIN COUNTY COMMISSION


Billie Jo Underwood, Commissioner

Date: June 2, 2020

Attest:


Wayne Dyess, County Administrator

Reviewed By Accounting


DCNR Accounting Director

APPROVED LEGAL





AL-04/16/2020

Subrecipient Name: Baldwin County Commission, DUNS # [REDACTED]

Title of Grant Project: State Expenditure Plan #11: Lillian Park Beach Habitat and Shoreline Protection

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(I) Federal Award Identification	
(i.) Subrecipient name	Baldwin County Commission
(ii.) Subrecipient's unique entity identifier	DUNS # [REDACTED]
(iii.) Federal Award Identification Number (FAIN);	[REDACTED]
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-04/16/2020
(v.) Subaward Period of Performance Start and End Date;	May 1, 2020 - April 30, 2022
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 621,460.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 621,460.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$ 621,460.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to improve the shoreline at Lillian Park; reduce the overall maintenance costs due to rapid sand and debris build up on the ramp; create a more stable and useable public beach; and, to protect adjacent properties from beach erosion.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity;	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA #: <u>CFDA # 87.052 "Spill Impact Component Project Grants"</u> - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number 929933406, is \$645,231.00.
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This questionnaire should be filled out for any agreements to which DCNR has determined this entity to be a subrecipient and not a contractor. This questionnaire must be completed prior to entering into a subaward agreement. DCNR will follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information

Name of DCNR Representative: Amy Hunter

Project Name:

Grant Number, if known:

2. Subrecipient Contact Information

Full Legal Organization/Business Name Baldwin County Commission

Address: 312 Courthouse Square, Bay Minette, Alabama 36507

Telephone number: 251-937-0371

Fax number: 251.937.0201

Name of person completing this form: Ronald Cink

E-mail address: rcink@baldwincountyal.gov

Website: www.baldwincountyal.gov

Incorporated in: Alabama Incorporated Date: 1931

Number of employees: 650

DUNS number: [REDACTED]

EIN (Employee ID Number): [REDACTED]

Fiscal Year (Month/Year): 04/2020

3. Subrecipient Type of Organization (select one):

- ☒ Government ☐ Nonprofit corporation ☐ Other corporation ☐ Individual

4. Subrecipient Organization Classification (select all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Large Business | <input type="checkbox"/> Small Business |
| <input type="checkbox"/> Historically Black College/University | <input type="checkbox"/> Small Disadvantaged Business |
| <input type="checkbox"/> Historically Underutilized Business Zone | <input type="checkbox"/> Woman-Owned Business |
| <input type="checkbox"/> Minority Institution/Owned | <input type="checkbox"/> Tribal |
| <input type="checkbox"/> Veteran Owned | <input checked="" type="checkbox"/> Other: County Government |

5. Subrecipient Personnel Contact Information			
Project Director for Subaward			
Name:	Joey Nunnally		
Title:	County Engineer		
Telephone Number:	251-937-0371		
E-mail Address:	jnunnally@baldwincountyal.gov		
Additional Contact for Subaward			
Name:	Ron Cink		
Title:	Budget Director		
Telephone Number:	251.580.1646		
E-mail Address:	RCink@baldwincountyal.gov		
6. Subrecipient Indirect Costs			
Fiscal Year (Month/Year): 2020			
Negotiated Federal Indirect Cost Rate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 10% De Minimis Rate			
Name of Designated Federal Cognizant Agency (if applicable):			
7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards. (If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)			
<input checked="" type="checkbox"/> Yes (See "SEFA " Files) <input type="checkbox"/> No			
8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year).			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Auditor Contact Name and Title: Brian.Wheeler@examiners.alabama.gov (audit supervisor)			
9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.			
<input checked="" type="checkbox"/> Yes (See "Audit Reports" attached) <input type="checkbox"/> No			

10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Explanation (if applicable):	
11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities? Please provide documentation to support an affirmative answer.	
<input checked="" type="checkbox"/> Yes (See SEFA and BCC policies)	<input type="checkbox"/> No
12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)? Please provide documentation to support an affirmative answer.	
<input checked="" type="checkbox"/> Yes (See SEFA , BCC policies, Bank records)	<input type="checkbox"/> No
13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Explanation (if applicable):	
14. Are all disbursements properly documented with evidence of receipt of goods or performance of services? Please provide documentation to support an affirmative answer.	
<input checked="" type="checkbox"/> Yes (See SEFA , BCC policies, Bank records)	<input type="checkbox"/> No
15. Are all bank accounts reconciled monthly? Please provide documentation to support an affirmative answer.	
<input checked="" type="checkbox"/> Yes (See BCC policies, Bank records)	<input type="checkbox"/> No

<p>16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of: Please provide documentation to support an affirmative answer.</p>	
<p>the total funds available for a grant?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (See SEFA , BCC policies, Bank records)</p>
<p>the total funds available for a budget cost category (e.g., Personnel, Travel)? (See SEFA , BCC policies, Bank records)</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>17. Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds? Please provide documentation to support an affirmative answer.</p>	
<p><input checked="" type="checkbox"/> Yes (See SEFA , BCC policies, Bank records) <input type="checkbox"/> No</p>	
<p>18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable? Please provide documentation to support an affirmative answer.</p>	
<p><input checked="" type="checkbox"/> Yes (See SEFA , BCC policies, Bank records) <input type="checkbox"/> No</p>	
<p>19. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO) and/or program personnel who would be working on this proposed subaward? If yes, please explain.</p>	
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>Explanation (if applicable):</p>	
<p>20. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.</p>	
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>Explanation (if applicable):</p>	

21. Does Subrecipient have policies that address the following? Please provide documentation to support an affirmative answer.

Pay Rates and Benefits	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Leave	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Conflicts of Interest	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Purchasing/Procurement	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Capitalization/depreciation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

(See BCC policies)

22. Describe the method Subrecipient uses to support labor and benefit charges and/or provide documentation to support an affirmative answer.

Explanation:

(See BCC policies, Bank Records)

23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures? Please provide documentation to support an affirmative answer.

☒ Yes (See BCC policies) ☐ No

24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts? Please provide documentation to support an affirmative answer.

☒ Yes (BCC policies, Records, SEFA, Audits) ☐ No

25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment? Please provide documentation to support an affirmative answer.

☒ Yes (BCC policies, Records, SEFA, Audits) ☐ No

26. Does Subrecipient periodically check its detailed property records against physical inventory? Please provide documentation to support an affirmative answer.

☒ Yes (BCC policies, Records, SEFA, Audits) ☐ No

27. Attachments: Please attach the following or check N/A if not applicable.			
	Document	Attached	N/A
a.	Articles of Incorporation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b.	Bylaws	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g.	Indirect cost rate agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	<input type="checkbox"/>	<input checked="" type="checkbox"/>

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Billie Jo Underwood

Printed Name: Billie Jo Underwood


Title: Baldwin County Commission Chairman

Date: May 7, 2020

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment: May 13, 2020
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) Joey Nunnally (BCC); Seth Peterson (BCC); Cian Harrison (BCC); Ron Cink (BCC); Dan Dealy (DSD Services Group); Amy Hunter (ADCNR); Jennifer Robinson (ADCNR) and Robyn Cohron (ADCNR)
Additional Comments: Remote Site Visit
CONCLUSION: <input checked="" type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High
Is the amount of identified risk acceptable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional Monitoring required: Annual Risk Assessment Updates Required

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: 

Printed Name: Amy Hunter

Title: Deepwater Horizon Restoration Coordinator

Date: May 13, 2020

Information and Instructions Regarding the Subrecipient Risk Assessment

Once a project has been selected for implementation, and prior to grant application development, DCNR will conduct a risk assessment to determine a subrecipient's ability to carry out the project and comply with Federal and State Statutes, regulations and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring. The risk assessment will be performed by DCNR grant and accounting staff. Subrecipient staff, including grant management and financial/accounting staff will participate.

1. Before risk assessment, ADCNR will send the risk assessment checklist to subrecipient. Subrecipient will complete the checklist and send it back, attaching documents that support the answers in the questionnaire. Subrecipient will also send copies of the 2 most recent audits.
2. ADCNR schedules a date for in person site visit.
3. DCNR accounting staff will meet on site with subrecipient grant management and accounting staff to review checklist, adequacy of policies and procedures and identify any additional items needed.
4. ADCNR will sign the risk assessment, and complete a cover letter providing detail on the results of the risk assessment and upload the documents to the granting agency.
 - a.
5. The results of the risk assessment will determine the relative level of subrecipient oversight and monitoring. This is subject to change as the project progresses.
6. The completion of the risk assessment is not a guarantee that subrecipient policies and procedures are adequate or complete as they relate to compliance with applicable federal regulations and guidelines.
7. A subrecipient only needs to complete one risk assessment per year to cover all projects.
8. Risk assessments will be updated annually.
 - a. On an annual basis, subrecipient will complete the risk assessment checklist, and include a cover letter identifying any information that has changed, including changes or updates to grant and/or financial management policies and procedures, provide copies any updates/changes. Subrecipient will also provide a copy of the most recent audit.

Remote Site Visit for Baldwin County Commission Risk Assessment – May 13, 2020

Attendees: Joey Nunnally (BCC); Seth Peterson (BCC); Cian Harrison (BCC); Ron Cink (BCC); Dan Dealy (DSD Services Group); Amy Hunter (ADCNR); Jennifer Robinson (ADCNR) and Robyn Cohron (ADCNR)

Questions

8.) When do you anticipate having the final report for the most recent audit?

Answer - Per 05-06-20 email - Dan - Per Ron Cink Financial Report should be ready in June / July

Robyn – When you receive this Financial Report please email it to me and I will upload to your file.

12.) Want to verify that expenditures in the GL are recorded in the same categories as the budget categories in the approved budget. How do you keep the funding work separate from the other work you are doing? If you have two sources of federal funding coming into the same project, can track them separately? Similarly, you will instruct your contractors to bill by task? Most difficult think is tracking each bill to each task. You have your tasks separated for your contractors?

Answer – BCC - We utilize Enterprise One financial system – Within the financial system we have the ability to set up funds that we track separately. Each fund is basically a company and we have two funds set up; one for State grants; one for Federal grants and we can set up one for the RESTORE grants. When we have a project i.e. GOMESA we set up a separate cost center to track cost associated with that project. We issue purchase orders attached to that fund and when the bills come in, they tie back to the cost center this is on contract labor. For force labor uses CIMS which is a project management data base. We set up a project for each individual and track all of the contractor and our personnel, material and labor and it is very versatile. We can run reports and make them meet your needs and this also tracks back into the cost center. If you ask on a project what we have spent so far, I can give you actual invoices and a cost layout and provide what the commitment is still outstanding on the invoice so you can track a percentage of completion as well. If you would like a sample report of both we can do that as well.

Robyn – That would be wonderful. If you will send a sample to me, I will upload it to your file.

Amy – That is what we need to know. My main concern is getting the projects going and getting work on the ground and getting you paid back. So, when you send us an invoice the most common thing, we get push back on is not having the invoices mimic the scope of work. i.e. Task 1 invoice would need detailed information for just Task 1 and keep them straight. It sounds very organized.

Answer - Typically, we do not do contracts or plans on lump sum and not units. So, we will breakdown the actual items for sand removal and pier construction will be done per linear foot. Our pay items will mimic the scope of work in units like that.

Amy – This tracking is important so we get everything and get you repaid as quickly as we can. That is always our goal. The other thing I say, if there is a certain deliverable say 10% or 30% make sure you give us copies of the deliverable so we can show it to our Federal granting agencies.

BCC Question - Are you processing payments to us through STAARS?

Answer - Amy – Yes, we process through STAARS and I assumed you were in there. So far that is the piece of invoicing that has been going very smoothly.

BCC - Question - Dan – Amy, just to verify – Baldwin County will not need to do another Risk Assessment; this one is sufficient for all of our projects?

Amy – Yes, this risk assessment takes care of each project Baldwin County has with us.

Amy – That wraps up the Risk Assessment questions. Thank you for providing such detailed information.

Amy – Moving on to other in general - We have the subaward out to Joey late Friday afternoon once we get that back we will get that worked out and signed and we will go from there and you will be ready for your RFQ and we do need to review the RFQ before it goes and I want to make sure you have all of the language is has been mostly the SBE and MBE that have held these up, when you get these ready if you will send it to us we will get that turned around as quickly as possible. In the drop box link one of the items is a procurement checklist so you can use that to make sure you have sent in all the required information.

Amy – In our January meeting I was going to offer informal office hours. I am going to set up a monthly call to be available to answer any questions you may have. With this current situation this has not moved as fast as I had planned but I am working on this.

Amy – I appreciate your time and patience and if we do not have any other questions?

No, everyone is good - thank you on this end.

1. DATE ISSUED MM/DD/YYYY
04/16/2020

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed
remain in effect unless specifically rescinded

2. CFDA NO.
87.052 - Spill Impact Component Project Grants

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. [REDACTED]
Formerly

5. TYPE OF AWARD
Other

4a. FAIN [REDACTED] 5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
From 05/01/2020 Through 04/30/2022

7. BUDGET PERIOD MM/DD/YYYY
From 05/01/2020 Through 04/30/2022

8. TITLE OF PROJECT (OR PROGRAM)
State Expenditure Plan #11: Lillian Park Beach Habitat and Shoreline Protection

The Gulf Coast Ecosystem Restoration Council
RESTORE Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(l)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS
CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF
64 N Union St Rm 458
Montgomery, AL 36130-3020

9b. GRANTEE PROJECT DIRECTOR
Amy Hunter
64 N Union St Rm 458
Montgomery, AL 36130-3020
Phone: 251-621-1216

10a. GRANTEE AUTHORIZING OFFICIAL

Mr. Chris Blankenship
118 N. Royal Street
Suite 603
Mobile, AL 36602

Electronically Signed 04/16/2020

10b. FEDERAL PROJECT OFFICER

Barbara Shumar
500 Poydras St
Gulf Coast Ecosystem Restoration Council
New Orleans, LA 70130-3319
Phone: 504-235-4965

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages	4,189.00
b. Fringe Benefits	1,684.00
c. Total Personnel Costs	5,883.00
d. Equipment	0.00
e. Supplies	0.00
f. Travel	209.00
g. Construction	0.00
h. Other	0.00
i. Contractual	637,671.00
j. TOTAL DIRECT COSTS	643,763.00
k. INDIRECT COSTS	1,468.00
l. TOTAL APPROVED BUDGET	645,231.00
m. Federal Share	645,231.00
n. Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from Item 11m)	645,231.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	645,231.00
13. Total Federal Funds Awarded to Date for Project Period	645,231.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

a

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation.
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -

☒ Yes

☐ No)

AUTHORIZING OFFICIAL:

Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 04/16/2020

17.OBJ CLASS	41.0006	18a. VENDOR CODE	929933405	18b. EIN	636000619	19. DUNS	929933405	20. CONG. DIST.	03
FY-ACCOUNT NO.		DOCUMENT NO.		ADMINISTRATIVE CODE		AMT ACTION FIN ASST		APPROPRIATION	
21. a.	SEP	b.	[REDACTED]	c.	SEP	d.	\$645,231.00	e.	
22. a.		b.		c.		d.		e.	
23. a.		b.		c.		d.		e.	

AWARD ATTACHMENTS

Alabama Department of Conservation & Natural Resources



1. award attachments

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101
- ☒ FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII
- ☒ OBSERVATIONAL DATA PLAN SUBMITTED 03/23/2020
- ☒ PRELIMINARY DATA MANAGEMENT PLAN SUBMITTED 03/23/2020
- ☐ OTHER:

SPECIAL AWARD CONDITIONS

1. Non-Duplicative use of RESTORE Act funds

The recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting

The recipient must submit project performance outcome reports through the Council's grants management platform (i.e., PIPER) or any successor system on an annual basis. The performance outcome report is due on April 30th of each year, which is 30 calendar days after the end of the reporting period. Performance outcome reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes Section B.01.c of the RESTORE Council Financial Assistance ST&CS dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Estimated Useful Life and Federal Interest in Project Property

Property that is acquired or improved, in whole or in part, with Federal assistance is held in trust by the recipient or subrecipient, as specified in the award, for the purpose(s) for which the award was made, for the estimated useful life. The estimated useful life of the project is defined as the period of years that constitutes the expected useful lifespan of the project, as estimated by the recipient and agreed to by the Council, during which the

Council anticipates obtaining the benefits of the project pursuant to award purposes authorized by the RESTORE Act.

For this award, the recipient has proposed an estimated useful life of 50 years from the date of construction completion. The Council's issuance of this award represents its concurrence with the recipient's estimated useful life. During the estimated useful life, the recipient or subrecipient shall not:

- A. Sell, lease, transfer, assign, convey, hypothecate, mortgage, dispose of, or otherwise convey or encumber any interest in the property without the prior written approval of the Council's Grants Officer;
- B. Use project property for purposes other than award purposes without the prior written approval of the Grants Officer; or
- C. Fail to comply with the terms and conditions of this award or any of the federal laws and regulations, Council policies, Executive Orders, and OMB Circulars that are incorporated into the terms and conditions of this Award

The recipient and subrecipient, as applicable, must administer, operate, and maintain the project in the same manner in which it operates and maintains similar infrastructure, facilities and equipment owned by it, and in accordance with state and local standards, laws, and regulations.

During the estimated useful life of the program or a specific project, the Council retains an undivided equitable interest in project property, which is sometimes referred to as the "Federal interest". See 2 CFR § 200.41. When the estimated useful life of the project is over, the Federal interest is extinguished and the Federal Government will have no further interest in project property.

4. Pre-Construction Requirements

Federal funds for construction costs in the amount of \$399,460 shall not be released by the Council until the following information and documentation is received and accepted in writing by the Grants Office:

- A. **Title to real property improved under this award.** In accordance with 2 CFR § 200.311, title to real property improved under this Award will vest with the recipient or subrecipient, as specified in the award, and must be used only for authorized award purposes. All work will be performed on property owned by Baldwin County (subrecipient). Before solicitation of bids for construction, the recipient shall certify in writing to the Council Grants Office that that the subrecipient holds clear title to or otherwise has legal control of all project real property and that neither the recipient nor subrecipient are aware of any material restrictions or encumbrances that could interfere with any award purpose. The Council will rely upon the recipient's due diligence in protecting title to all property needed for award purposes.
- B. **Engineering and design plans.** The recipient must provide to the Council Grants Office 100% design and engineering plans and specifications for all construction activities funded under this award. All design and engineering plans and specification must be stamped/signed by a professional engineer currently licensed in accordance with State requirements. The Council's review is to ensure compliance with the terms and conditions of the award; the Council will not be responsible for the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required codes or ordinances. As between the Council and the recipient, these responsibilities rest solely with the recipient. For clarity, nothing in the foregoing is intended to limit

or otherwise affect any of the recipient's rights or remedies in connection with any non-federal third party, including any of the recipient's subrecipients or contractors.

- C. **Permitting requirements.** The recipient must furnish evidence, satisfactory to the Council, that the recipient or subrecipient has received all Federal, state, and local permits and has complied with all applicable environmental laws necessary for construction, completion and operation of the Project.
- D. **Floodplain requirements.** If the property is located within the 100-year floodplain or other flooding risks have been identified, the recipient must furnish evidence, satisfactory to the Council, that all applicable floodplain requirements have been met. As appropriate to the project, this may include the following:
 - i. **Floodplain Notice.** That the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to the Council's satisfaction.
 - ii. **Floodplain Protection.** Written confirmation from the State/local Floodplain Manager that the proposed project and any associated design and engineering plans are in accordance with all applicable floodplain ordinances/regulations.
 - iii. **Flood Insurance.** In accordance with the Flood Disaster Protection Act (42 U.S.C. § 4002 et seq), that the community is participating in the National Flood Insurance Program, and that as required, the recipient has or will purchase and maintain, or as appropriate, will cause the subrecipient to have or purchase and maintain, flood insurance.
- E. **Updated construction schedules and cost estimates.** The recipient must furnish updated construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.

5. Inspection and Final Acceptance

The final five percent (5%) of the contract amount for project construction costs will not be drawn down by the recipient until final approval of construction. The recipient and subrecipient, if applicable, will schedule a final inspection when construction has been completed, the architect/engineer has conducted their inspection, and any deficiencies have been corrected. Representatives of the recipient, the subrecipient, if applicable, the architect/engineer, the contractor(s), and the Council Staff, if they so desire, will make the final inspection. The Council Programs Officer must be given ten (10) calendar days advance notice of the final inspection so that a Council representative may participate. The recipient will not draw down the final five percent (5%) of construction funds until the Notice of Final Acceptance, fully executed by the recipient or subrecipient, as applicable, and the applicable architect/engineer, is submitted to and accepted in writing by the Council Grants Office. Certified as built drawings will be submitted to the Council Grants Office within 90 days of project completion.

6. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in the grants management platform (i.e.,

PIPER). The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to closeout of the award.

7. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to closeout of the award.

8. Observational Data Management and Delivery

- A. Data Sharing:** All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
- B. Timeliness:** Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
- C. Data produced under this award** and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."
- D. Failure to Share Data:** Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

- E. **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

Supplemental Construction Terms

These supplemental construction terms are incorporated in and made part of this award. These supplemental terms do not require clearance through documentation provided or action taken by the recipient and therefore remain effective throughout the period of performance of the award or the estimated useful life of project property (as defined below). If a term is effective for the estimated useful life of project property, the term will so specify.

SC-1. Acquisition of real property

Unless specifically described in the award scope of work, the acquisition of real property is not an allowable expense. In the event that acquisition of real property or an interest in real property is identified as necessary to achieve the objectives of the award, the recipient shall contact the Council Grants Office for instructions prior to expending any funds related to the acquisition of real property.

SC-2. Insurance

In accordance with 2 CFR § 200.310, the recipient or subrecipient, as applicable, must, at a minimum, provide equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by that entity for the useful life of said property.

SC-3. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the minimum bonding requirements are as follows:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

SC-4. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 CFR § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The recipient and subrecipient, as applicable, must comply with these regulations and must obtain compliance with 41 CFR § 60-4 from contractors and subcontractors employed in the

completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR § 60-4. The goal for participation of women in each trade area must be as follows:

- A. From April 1, 1981, until further notice: 6.9 percent;
- B. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these award terms;
- C. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$645,231.00	\$399,460.00		\$245,771.00	*

* Construction funding will not be released until requirements of SAC #4 are met.

REPORTING SCHEDULE

Reporting Task	Task Due Date
Financial Report	10/30/2020
Financial Report	4/30/2021
Performance Report	4/30/2021
Financial Report	10/30/2021
Final Report	7/29/2022

DESCRIPTION OF WORK TO BE PERFORMED
--

PROJECT TITLE: State Expenditure Plan #11: Lillian Park Beach Habitat and Shoreline Protection

EGID: 118

FUNDING REQUESTED: \$645,231.00

ANTICIPATED START DATE: 5/1/2020

PROPOSED END DATE: 4/30/2022

PROJECT DESCRIPTION:

Project Summary

The Lillian Park Beach Habitat and Shoreline Protection Project's principal purpose is to improve the shoreline at Lillian Park that is currently experiencing impacts due to open, un-attenuated wave action, and to reduce overall maintenance costs due to rapid sand and debris build up on the ramp itself due to unknown patterns of transport and deposit. Project objectives also include creating a more stable and useable public beach, and to protect adjacent properties from beach erosion.

Bay shorelines are subject to a variety of impacts resulting from human development, loss of natural sand replenishment, and storm events. This section of bay shoreline has been significantly modified over time to facilitate greater public access to and enjoyment of the natural resources of the Perdido watershed and the Gulf of Mexico. Sand beach shoreline and associated littoral habitat are a preferred feature for public use, as well as the typically occurring habitat. Investments made for public use are being negatively impacted by abnormally high maintenance. Economic resilience for the area is impacted when the boat ramp is unusable due to excess sand deposits or un-attenuated wave conditions. Adjacent beach habitat to the ramp structures are being potentially impacted.

Roles and Responsibilities

Organization/ Agency/Company	Role	Duties
Department of Conservation & Natural Resources	Grant recipient – project implementation	Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services.
Baldwin County	Sub-Recipient	Act as Project Manager, coordinate procurement and oversight of professional services contractor(s), construction contractor, coordinate financial requirements of the grant, and provide quality assurance concerning project deliverables.
Unknown	Contractor(s) to complete coastal processes study, environmental compliance, permitting and engineering and design	1. Contractor will review site conditions and prepare conceptual plan for shoreline restoration. 2. Contractor will prepare civil plan set based on finding of Coastal Process Study.

		3. Obtain all necessary construction and environmental permits. 4. Potential Construction Inspection services during construction.
Unknown	Construction contractor	Contractor will construct necessary improvements to restore shoreline and provide long-term stability.

Project Location



Project Period of Performance

Award plus 24 months

Supporting Information (Best Available Science)

Bay shorelines are subject to a variety of impacts resulting from human development, loss of natural sand replenishment, and storm events. This section of bay shoreline has been significantly modified over time to facilitate greater public access to and enjoyment of the natural resources of the Perdido watershed and the Gulf of Mexico. Sand beach shoreline and associated littoral habitat are a preferred feature for public use, as well as the typically occurring habitat. Investments made for public use are being negatively impacted by abnormally high maintenance. Economic resilience for the area is impacted when the boat ramp is unusable due to excess sand deposits or un-attenuated wave conditions. Adjacent beach habitat to the ramp structure are being potentially impacted. Completion of this project will provide restoration, protection, and conservation of the health, diversity, utility and resilience of coastal habitats by establishing a stable sand beach shoreline, improving public safety while mitigating wave energy contributions to beach erosion and habitat loss along Perdido Bay. The proposed improvements will restore a sand shoreline and increase the

resilience of the estuarine and marine habitat. Therefore, this project will be consistent with Gulf Coast Ecosystem Restoration Council's Comprehensive Plan Goals 1, 4, & 5, and the associated Federal Council Comprehensive Plan Objectives 1,3,4,5 & 6. Best Available Science is included throughout this narrative and references are included below. Discussion of methods and rationale, with citations, are provided throughout the narrative. References are included at the end of the project narrative document.

Additional literature around living shoreline implementation will be considered as engineering and design is undertaken (e.g. Myszewski and Alber, 2016; O'Donnell, 2017).

Project Deliverable(s)

1. Coastal Process Study
2. Engineered Plan Set
3. Environmental Permitting (All Federal, State and local permits)
4. 500 Linear Feet (0.09 miles) of stabilized sand beach shoreline habitat

Detailed Scope of Work

- A coastal Processes Study will be completed to ascertain coastal conditions that are impacting the shoreline and must be taken into account to develop design solutions. The information compiled will support the completion of engineering and design task.
- Completion of engineering and design for shoreline protection elements for approximately 500 linear feet of shoreline
- Completion of permitting and environmental compliance work for construction elements. This work will be concurrent with the engineering and design phase
- Completion of construction of approximately 500 linear feet of stabilized sand beach shoreline habitat through the implementation of hybrid headwall breakwater structures and pocket beaches.

The Lillian Park Beach Habitat Project's principal purpose is to reduce safety risks to the use of the public boat launch at Lillian Park resulting from open wave action, and to reduce overall maintenance costs due to rapid and excessive sand shoaling and debris build up on the ramp itself due to unknown patterns of transport and deposit. Project objectives also include stabilizing the shoreline habitat and protecting adjacent properties from beach erosion while creating a more stable and useable public beach. The range of possible solutions to meet these desired objectives include a variety of potential coastal engineering designs. However, local shoreline processes are not well understood. It will be necessary to conduct a "Coastal Processes Study" as the initial phase of this project. The Lillian Park Beach Habitat and Shoreline Protection Project includes three principal components: 1) development and conduct of a coastal processes study, 2) engineering and design based on the results of the study, and 3) construction of a shoreline restoration project at Lillian Park in Baldwin County.

The Coastal Processes Study will be designed and conducted to better understand the holistic, natural physical processes involved with this site and work with them as much as possible in the development of potential solutions to shoreline erosion, ramp shoaling, ramp safety, beach resilience and public use. This study will evaluate the wind-wave climate and the related potential longshore sand transport climate as well as provide an inspection of historic geomorphological indicators of transport direction. The result of this evaluation will be technical information required to select the most appropriate designs for shoreline resilience that are applicable to projects with multiple human use considerations in environs such as the Lillian project location. Proper design must come from an initial coastal processes study which defines the wave periods, directions, and shore transport processes. This study will also

address the likelihood and extent of any proposed engineering modifications to cause erosion of adjacent beaches at this site and provide recommended solutions to create a stable sand beach shoreline for long term public use. The Subrecipient, as overall Project Manager and property owner, may reserve the opportunity to use the entity providing the Coastal Processes Study during design, construction, and post-construction monitoring for consultation and expertise.

Once the Coastal Processes Study is complete, recommendations for design solutions will be presented. Decisions will be based on best application of solutions to the range of project objectives. The range of issues being faced determine the processes to be studied and creates a situation similar in complexity and scope to studies performed for Dauphin Island, Alabama (Douglass 1991). Beyond professional engineering practices & standards, this approach has been documented in scientific studies, recommended procedures, and policy guidance which specifically address local bay area conditions.

Completion of this project will provide restoration, protection, and conservation of the health, diversity, utility and resilience of coastal habitats by establishing a stable sand beach shoreline, improving public safety while mitigating wave energy contributions to beach erosion and habitat loss along Perdido Bay. The proposed improvements will restore a sand shoreline and increase the resilience of the estuarine and marine habitat. Therefore, this project will be consistent with Gulf Coast Ecosystem Restoration Council's Comprehensive Plan Goals 1, 4, & 5, and the associated Federal Council Comprehensive Plan Objectives 1,3,4,5 & 6.

The final project deliverable is the creation of 500 Linear Feet (0.09 miles) of stabilized sand beach shoreline habitat through the implementation of hybrid headwall breakwater structures and pocket beaches. The project concept as proposed was determined as the potentially preferred solution based on the successful demonstration of pocket beaches and headland breakwaters as an alternative on bay shorelines. It has been proven that shore structures can stabilize longer stretches of shoreline and the use of the pocket beach concept with headwall breakwaters create a more natural shoreline than attempting to establish shoreline controls using hardwall bulkheads or groins (Douglass and Pickel, 1999; NAS, 2007; Dixon 2010). The Baldwin County Parks Department will maintain the improvements at an anticipated annual recurring cost of \$15,000 per year. In this project, adjacent shorelines include potential bayshore uplands and wetland areas. Protecting these areas from shoreline erosion is a project objective. The use of a hybrid headwall breakwater is a recommended option for consideration under the Coastal Alabama policy guidance for living shorelines (Boyd 2012).

Task 1 – Grant Administration

ADCNR, as Administrative Agent for the Alabama Gulf Coast Recovery Council, will serve as Grant Administrator for the project, monitoring subrecipient procurement, grant compliance, and programmatic activities. ADCNR will conduct periodic onsite visits and will submit all semi-annual and final reports. Volkert, Inc., as ADCNR's Program Manager, may assist with some of the activities listed above on an as-needed, task order basis. Once substantial completion has been reached by the Subrecipient, and upon favorable review by ADCNR, ADCNR will initiate and submit all required documentation to begin and conclude the grant closeout process in compliance with 2 CFR Part 200 and applicable regulations. Final drawdown and federal financial report will be completed upon instruction by the RESTORE Council.

Task 2- Coastal Processes Study

The Coastal Processes Study will incorporate historical information and make direct observations to understand the local conditions and transport mechanisms which are contributing to costly maintenance issues from higher than anticipated sand deposits on the boat ramp and the loss / gain factors with adjacent shoreline beach habitats. Contractor will review site conditions and prepare conceptual plan for shoreline restoration. The results of the study will be used to inform the engineering and design, Task 3, below.

Timeline for Completion: Award + 6 months = September 30, 2020

Task 3- Engineering and Design, Environmental Compliance and Permitting

Contractor will prepare civil plan set based on finding of Coastal Process Study. Contractor may also provide Construction Inspection services during construction.

Timeline for Completion:

Engineered Plan Set – Delivery of Coastal Process Study + 3 months=January 6, 2021

Environmental Permitting – Delivery of Coastal Process Study + 3 months=January 6, 2021

Task 4- Construction

Baldwin County will procure a contractor to construct necessary improvements to restore shoreline and provide long-term stability. Baldwin County staff will monitor contractor expenditures to ensure compliance with Federal guidelines.

The following are three major components of the construction of improvements:

- Installation of Retention Structures.
Estimate was based on completed construction of Rock Wall Sand Retention Structures in-place with geofabric underlayment: 400 LinFt, 102SqFt Cross Section, 6Ft height with 2:1 slope.
- Fill Material.
Estimate was based on approved Beach Sand Fill sourced and installed: 12,000SqFt at a typical depth of 5Ft.
- Construction of a wave energy reduction breakwater.
Estimate was based on a Timber Breakwater using wave energy reduction design:100 LinFt installed.

During the Coastal Process Study and Engineering and Design phases of this project, all available innovative and sustainable solutions will be analyzed for suitability and cost effectiveness.

The final project deliverable is the creation of 500 Linear Feet (0.09 miles) of stabilized sand beach shoreline habitat through the implementation of hybrid headwall breakwater structures and pocket beaches. The Baldwin County Parks Department will maintain the improvements at an anticipated annual recurring cost of \$15,000 per year.

Post construction, sub-recipients are expected to outline the as builts to document the shorelines created, as well as implement specific monitoring metrics, protocols, and procedures outlined by Baldwin County. The subrecipient has accepted responsibility for developing and implementing a shoreline position monitoring plan will be accomplished outside of this award. Implementation and strategy specifics will be determined during the drafting of the plan.

Timeline for Completion:

Completion of Shoreline Restoration Improvements – January 6, 2022

Coastal Process Study

Name of Contractor—TBD

Method of Selection—RFP process or pre-qualified list of consultants in compliance with County County's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance—6 months

Scope of Work— Contractor will review site conditions and prepare conceptual plan for shoreline restoration.

Method of Accountability—Baldwin County staff will monitor contractor expenditures to ensure compliance with Federal guidelines.

Engineered Plan Set

Name of Contractor—TBD

Method of Selection—RFP process or pre-qualified list of consultants in compliance with County County's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance—3 months

Scope of Work— Contractor will prepare civil plan set based on finding of Coastal Process Study. Would most likely also provide Construction Inspection services during construction.

Method of Accountability—Baldwin County staff will monitor contractor expenditures to ensure compliance with Federal guidelines.

Environmental Permitting

Name of Contractor—TBD

Method of Selection—RFP process or pre-qualified list of consultants in compliance with County County's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance—3 months

Scope of Work— Contractor will obtain all necessary construction and environmental permits.

Method of Accountability—Baldwin County staff will monitor contractor expenditures to ensure compliance with Federal guidelines.

Construct Improvements

Name of Contractor—TBD

Method of Selection—Sealed bid. Lowest qualified bidder will be awarded the contract.

Period of Performance—Completion of Engineered Plan Set and Permitting + 9 months

Scope of Work— Contractor will construct necessary improvements to restore shoreline and provide long-term stability.

Method of Accountability—Baldwin County staff will monitor contractor expenditures to ensure compliance with Federal guidelines.

For the Coastal Processes Study, Engineered Plan Set and Environmental Permitting contracts, it may be necessary to recognize the requirement to seek sole source procurement under 2 CFR 200.320(f) due to the matrix of project objectives and the unique experience and skills available from only one source. This sole source is Scott L. Douglass, PhD, P.E. – said procurement meeting both Baldwin County's written Procurement Policy and in compliance with 2 CFR 200.320(f).

Project Timeline

1. Coastal Process Study: April 1, 2020 – September 30, 2020
2. Engineered Plan Set: October 1, 2020 – January 6, 2021
3. Environmental Permitting: October 1, 2020 – January 6, 2021
4. Construction: January 7, 2021 – January 6, 2022

Possible Material Risks to Implement and Maintain the Proposed Activity

Risks to achieving and sustaining these objectives are answered to a high degree by the project's proposed hybrid design concepts. Local examples of this design concept that remain fully functional after many years and numerous hurricane events include, but are not limited to: The Marriott Grand Hotel, Point Clear, AL (in place for 10+ years), 6802 Shore Dr., Elberta, AL (in place ~10 years, Geo coord 30.3234, -87.5172), Hurlburt Field wetland mitigation project (Geo coord 30.4069, -86.6985).

Risks to achieving the objectives of reducing public safety and maintenance costs for the boat ramp are incurred by taking no action or by implementing designs which have not been assessed against an understanding of local coastal processes. Mitigating this risk is best achieved by conducting a well-designed, carefully controlled Coastal Processes Study as proposed, then applying the data and information from that study to the engineering design options which will best meet a long term solution.

Risk in achieving the objective of providing a stable and useful public beach is similarly carried in applying unproven or improper beach shoreline strategies that may attempt to create wave attenuation or habitat modification that is not natural to this location or to the local bayshore processes, and that will create a loss of sand beach and Bayshore littoral habitat. By conducting the Coastal Processes Study and then applying information from that study to the range of objectives through appropriate and creative design engineering solutions, this risk is mitigated.

The Coastal Processes Study and the Engineering & Design Process will evaluate innovative strategies and material and review best practices for shoreline resilience to prevent/mitigate risk.

- Techniques that maintain or improve ecosystem function and enhance coastal resilience will be used.
- Shoreline protection methods that avoid or minimize channel-ward encroachment into subtidal habitat.
- The softest approaches to shoreline stabilization feasible, based on site conditions, will be used.
- Regional and site-specific differences (such as wave energy, habitat type and geologic setting) in planning appropriate designs will be carefully considered.
- Early coordination with partners to discuss site characteristics, history of erosion and potential challenges for proposed approaches will continue.
- The best available regional and local shoreline science and practices will be used.
- Ecosystem services provided by a stabilization approach (such as erosion control and fish habitat) in the project design will be carefully considered.

Possible Operational Risks:

The Lillian Park Boat Ramp experiences ongoing sand and debris buildup such that its use is repeatedly compromised and County crews must clear it many times a month. The County has records of the

material removed, frequency of clearing, manpower required and down-time as the ramp is unusable to the public. Secondary issues include a failing wooden bulkhead providing no resilient shoreline or littoral habitat value and no reliable public beach value; and, a failed wooden breakwater which no longer protects boats, boaters and beachgoers from wave action as boats are being launched or recovered. Additional risk to all involved as mentioned is the potential for a boat to be out of positive control and become a wave-tossed danger to anyone aboard or nearby. Risks to achieving the objectives of improving public safety while reducing the costs of safety and ramp maintenance are incurred by taking no action, or by implementing designs which have not been assessed against an understanding of local coastal processes. Mitigating this risk is best achieved by conducting a well-designed, carefully controlled Coastal Processes Study as proposed, then applying the data and information from that study to the engineering design options which will best meet a long term solution. No comparison project with a mix of comparable ecosystem and economic objectives “with a boat ramp” has been researched or reviewed. That will be a component of the Coastal Processes Study.

Coastal Processes Study timeline risk: findings may support a far more extensive set of engineering solutions to achieve desired objectives which may impact projected project budget estimates and timelines, thereby creating a greater amount of time that public safety and maintenance cost issues are impacted. Environmental Permitting delayed or denied, again creating a greater amount of time that public safety and maintenance cost issues are impacted.

Operational Risks Mitigation: As early as possible during the Study Phase, assessment of potential findings will be coordinated with Baldwin County management staff and possible impacts to public safety and maintenance cost will be reviewed and operating procedures and policy for the facility may be modified.

Possible Ecological Risks:

No Action. Continued degradation of bay shoreline beach habitat and littoral habitat exposed to un-attenuated wave energy impacts in combination with the operating boat ramp structures.
Potential vulnerabilities during construction phase due to construction operations.

Ecological Risk Mitigation: Possible impacts to public safety and maintenance cost will be reviewed and operating procedures and policy for the facility may be modified. Construction phase impacts will be mitigated using Industry Standard Best Management Practices for Coastal Construction.

Possible Material Risks: Legal risks of incidents resulting from public use during conditions outside published safe operations limits. Legal risks of adjacent property litigating impacts from potential erosion impacts associated with degraded conditions from “No Action”. Budget impacts from Coastal Processes study findings; and/or environmental permit requirements.

Material Risk Mitigation: Mitigation strategies may include facility policy & operating procedural changes with physical barriers to public use and other options restricting access.

Legal risks of adjacent property litigation: Mitigation strategies will be determined by Counsel.

Budget impacts: Potential modification to RESTORE project budget, possible funding solutions from other sources, including but not limited to use fees and other grant opportunities.

Legal risk due to adverse short term and long term impacts to adjacent property has been evaluated and considered to be relatively low. The subrecipient assumes all responsibility for any legal expenses.

Leveraged Funds

There are no leveraged funds for this project.

Metrics

- PRM010 – Number of studies to inform management
- PRM013 – Number of compliance documents produced
- PRM011 – Number of E&D plans developed
- HR012 – Miles of living shoreline restored
- PRM005 – number of monitoring plans developed

Environmental Compliance

See attached RESTORE Act Environmental Compliance Checklist

Preliminary Opinion of Probable Cost

Project costs shown were developed based on past experience of projects with similar permitting, plan development, and work activities.

Documentation of Other Funding Sources

No other funding sources will be used for this project.

ESTIMATED USEFUL LIFE

Estimated Useful Life: 50 Years, see attached Estimate of Useful Life Letter

BEST AVAILABLE SCIENCE-Literature Citations
Douglass, S.L. 1991. "Summary of Existing Coastal Engineering Data for Dauphin Island, Alabama". College of Engineering Report No. 91-1, 1991 http://www.sam.usace.army.mil/Portals/46/Users/219/67/2267/1991%20January%20RPT%20Summary%20of%20Existing%20Coastal%20Engineering%20Data.pdf?ver=2017-10-16-155259-710
Douglass, S.L. and Pickel, 1999. "The Tide Doesn't Go Out Anymore- The Effect of Bulkheads on Urban Bay Shorelines." Shore and Beach Journal. Vol. 67, No 2&3, April and July, pp 19-25. http://www.mobilebaynep.com/images/uploads/library/Effect_of_Bulkheads_on_Urban_Shorelines.pdf
The National Academies Press (NAS). 2007. "Mitigating Shore Erosion Along Sheltered Coasts. Chapter 3: "Methods for Addressing Erosion". https://www.nap.edu/read/11764/chapter/5#64
Dixon, C.R. 2010. "The Functional Design of Breakwaters for Wetlands", , Dept. of Civil Engineering, university of South Alabama, Mobile, AL, 2010, https://www.estuaries.org/pdf/2010posters/reid.pdf
Boyd, C.A. 2010. "Coastal Alabama Living Shorelines Policies, Rules and Model Ordinance Manual. Mississippi State University Coastal Research and Extension Center. http://masglp.olemiss.edu/Advisory/livingshorelines/Coastal-Alabama-Living-Shorelines-Policies-Manual.pdf
Myszewski, M., Alber, M. 2016. Living Shorelines in the SouthEast: Research and Data Gaps. Report prepared for the Governor's South Atlantic Alliance by the Georgia Coastal Research Council, University of Georgia, Athens, GA, 35 pp.
O'Donnell, J.E.D. 2017. Living shorelines: a review of literature relevant to New England Coasts. Journal of Coastal Research, 33(2) 435-451.

BUDGET NARRATIVE

State Expenditure Plan #11: Lillian Park Beach Habitat and Shoreline Protection

1.0 Summary and Justification

- Funding in the amount of \$645,231 is being requested. The amount is an estimate based on previous projects with similar scopes of work.
- This project includes the completion of a coastal processes study, engineering and design and construction of shoreline protection elements at Lillian Park Beach. The Lillian Park Beach Habitat Project's principal purpose is to improve the shoreline at Lillian Park that is currently experiencing impacts due to open, un-attenuated wave action, and to reduce overall maintenance costs due to rapid sand and debris build up on the ramp itself due to unknown patterns of transport and deposit. Project objectives also include creating a more stable and useable public beach, and to protect adjacent properties from beach erosion.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	\$645,231
<i>Total Pre-Award Funds Requested</i>	<i>\$0</i>
<i>Total Direct Costs Requested</i>	<i>\$643,763</i>
<i>Total Allowable Indirect Costs Requested</i>	<i>\$1,468</i>
<i>Total Program Income Anticipated</i>	<i>\$0</i>

2.0 Pre-Award Costs

Although some ADCNR personnel time was spent preparing the grant proposal, no pre-award costs are being requested.

3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 Personnel

The Alabama Gulf Coast Recovery Council Executive Director is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for RESTORE Act funding. The ED will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is traced using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

The Biologist III/Grants Manager will assist in preparing draft proposals for Executive Director review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls

as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

The Grants Coordination Officer (GCO) will provide support for RESTORE Act activities including, but not limited to, all federal grant compliance requirements and subrecipient monitoring. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

The Administrative Assistant will provide general office support for the Executive Director and Biologist III/Grants Manager as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Position/Role	Duties and Responsibilities	Unit Cost	Unit	% Time (devoted to project)	Total	Pre-Award Costs?
AGCRC Executive Director	Coordinating & implementing all activities for Spill Impact Component RESTORE Act funding	\$105,866	Per year for 2 years	0.5%	\$1,059	<input type="checkbox"/>
DWH Restoration Coordinator/Bio IV	Coordinating & supporting all staff in submission of RESTORE Act grants	\$97,696	Per year for 2 years	0.5%	\$977	<input type="checkbox"/>
Bio-III / Grants Manager	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	Per year for 2 years	1%	\$1,163	<input type="checkbox"/>
GCO	Provide general office support	\$62,530	Per year for 2 years	0.5%	\$625	
Admin. Asst	Provide general office support	\$36,492	Per year for 2 years	0.5%	\$365	<input type="checkbox"/>

TOTAL PERSONNEL: \$4,189

3.2 Fringe Benefits

This includes FICA, cost of leave, employee insurance, retirement and unemployment benefit plans. The fringe rate percentage varies by employee and will also vary from year to year based upon federal guidance and the state legislative process.

Position (s)	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs?
AGCRC Executive Director	\$1,059	32.7	\$346	<input type="checkbox"/>
DWH Restoration Coordinator/Bio IV	\$977	34.4	\$336	<input type="checkbox"/>

Bio-III/ Grants Manager	\$1,163	41.7	\$485	<input type="checkbox"/>
GCO	\$625	51.8	\$324	
Admin. Asst.	\$365	55.6	\$203	<input type="checkbox"/>

TOTAL FRINGE BENEFITS: \$1,694

3.3 Travel

Biologist III will travel 4 times (approx. two trips per year) to the work site. Work site trip will be used to ensure scope of work if being followed and invoices reflect work completed.

Purpose of Travel	Destination	# Trips	# Travelers	Item	Quantity or Rate	Total	Pre-Award Costs?
Project Oversight	Lillian, AL	4	1	Mileage	\$0.58 per mile	\$208.80	<input type="checkbox"/>
							<input type="checkbox"/>

TOTAL TRAVEL: \$208.80

3.4 Construction and Land Acquisition

No construction or land acquisition costs are being requested.

3.5 Equipment

No equipment is expected to be purchased.

3.6 Supplies

No supplies are expected to be required.

3.7 Other Direct Costs

No other direct costs will be applied for.

3.8 Subrecipients

The Baldwin County will be a sub-recipient to the Alabama Department of Conservation and Natural Resources. A sub-award agreement will be issued for \$621,460 to complete the scope of work. Prior to execution of a subaward, DCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. DCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

The Lillian Park Beach Habitat Project's principal purpose is to reduce safety risks to the use of the public boat launch at Lillian Park resulting from open wave action, and to reduce overall maintenance costs due to rapid and excessive sand shoaling and debris build up on the ramp itself due to unknown patterns of transport and deposit. Project objectives also include stabilizing the shoreline habitat and protecting adjacent properties from beach erosion while creating a more stable and useable public beach. The range of possible solutions to meet these desired objectives include a variety of potential coastal engineering designs. However, local shoreline processes are not well understood. It will be necessary to conduct a "Coastal Processes Study" as the initial phase of this project. The Lillian Park Beach Habitat and Shoreline Protection Project includes three principal components: 1) development and conduct of a coastal processes study, 2) engineering and design based on

the results of the study, and 3) construction of a shoreline restoration project at Lillian Park in Baldwin County.

Coastal Process Study

Name of Contractor: TBD

Method of Selection: RFP process or pre-qualified list of consultants in compliance with 2 CFR 200.318 - 200.326.

Period of Performance: September 30, 2020 – January 6, 2021

Scope of Work:

The Coastal Processes Study will be designed and conducted to better understand the holistic, natural physical processes involved with this site and work with them as much as possible in the development of potential solutions to shoreline erosion, ramp shoaling, ramp safety, beach resilience and public use. This study will evaluate the wind-wave climate and the related potential longshore sand transport climate as well as provide an inspection of historic geomorphological indicators of transport direction. The result of this evaluation will be technical information required to select the most appropriate designs for shoreline resilience that are applicable to projects with multiple human use considerations in environs such as the Lillian project location. Proper design must come from an initial coastal processes study which defines the wave periods, directions, and shore transport processes. This study will also address the likelihood and extent of any proposed engineering modifications to cause erosion of adjacent beaches at this site and provide recommended solutions to create a stable sand beach shoreline for long term public use. The Subrecipient, as overall Project Manager and property owner, may reserve the opportunity to use the entity providing the Coastal Processes Study during design, construction, and post-construction monitoring for consultation and expertise.

The contractor will review site conditions and prepare conceptual plan for shoreline restoration by researching historical information and making direct observations to understand the local conditions and transport mechanisms which are contributing to costly maintenance issues from higher than anticipated sand deposits on the boat ramp and the loss / gain factors with adjacent shoreline beach habitats. Work will include the collection of low-cost, visual wave climate data; investigation of historic shoreline change data through air photos and historic charts; and, documentation of recent and future beach erosion trends with air photos and beach surveying. The range of issues being faced will determine the processes to be studied and creates a situation similar in complexity and scope to studies performed for Dauphin Island, Alabama (*"Coastal Processes of Dauphin Island, Alabama"*, Scott L. Douglass, PhD., P.E. College of Engineering Report No. 92-1, 1992.) The range of issues with this site also carries the need for careful selection of analysis methods such as promulgated for flood hazard analysis by FEMA. (*"Guidelines and Specifications for Flood Hazard Mapping Partners [November 2004], D.4.2 Study Methodology: <https://www.fema.gov/media-library-data/840f98e4cb236997e2bc6771f04c9dcb/Study+Methodology+-+Chapter-Section+Number+-+D.4.2.pdf>).* Consultant may also be retained for consultation during preparation of Engineered Plan Set

Method of Accountability:

Following selection of a qualified professional consultant, Baldwin County staff and consultant will develop a schedule of activities and deliverables. Baldwin County staff will monitor consultant expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests.

Architectural and Engineering Services will include a Coastal Processes Study, Engineered Plan Set, Environmental Permitting.

Coastal Processes Study: \$66,000

Cost budget for this study is based on studies of similar scope and scale performed for private projects located in the Mobile and Perdido Bay areas.

Upon professional consultant selection, a fee schedule will be negotiated and agreed upon by both parties. It is anticipated the contract fees will be based on standard hourly rates for personnel, specialized equipment fees, allowable expenses, etc.

Engineered Plan Set

Name of Contractor: TBD

Method of Selection: RFP process or pre-qualified list of professional consultants in compliance with the County's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance: 3 months following completion of Coastal Processes Study

Scope of Work: Using best professional industry standards of engineering, Consultant will conduct field activities, design engineering and CADD efforts necessary and prudent to prepare construction documents civil plan set based on findings of Coastal Process Study.

Method of Accountability:

Following selection of a qualified professional consultant, Baldwin County staff and consultant will develop a schedule of activities and deliverables. Baldwin County staff will monitor consultant expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests.

Engineered Plan Set: \$144,000

Cost Budget is based on concepts of shoreline protection that may be applied to this project, using Baldwin County staff experience with projects having similar scope and scale of design effort to produce construction documents. This may include marine projects as well as other land-based and riverine projects. Upon professional consultant selection, a fee schedule will be negotiated and agreed upon by both parties. Contract fees may be based on standard hourly rates for personnel, specialized equipment fees, allowable expenses, etc.; or, according to standard industry practices contract fees may be based on the design review and deliverables schedule at 35%, 65%, 90% and 100% Construction Documents.

Environmental Permitting

Name of Contractor: TBD

Method of Selection: RFP process or pre-qualified list of consultants in compliance with 200.318 - 200.326.

Period of Performance: 3 months following completion of Engineered Plan Set

Scope of Work:

Using information from the Coastal Processes Study and Engineering Plan Set efforts, Contractor will follow all required procedures for, and document development to, obtain all necessary environmental permits.

Method of Accountability:

Following selection of a qualified professional consultant, Baldwin County staff and consultant will develop a schedule of activities and deliverables. Baldwin County staff will monitor consultant expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests.

Environmental Permitting: \$12,000

Budget is based on Baldwin County staff estimates of level of effort necessary to accomplish permitting activities for a project of this scope and scale.

Upon professional consultant selection, a fee schedule will be negotiated and agreed upon by both parties. Contract fees may be based on standard hourly rates for personnel, specialized equipment fees, allowable expenses, etc.; or, according to standard industry practices contract fees may be based a Lump Sum fee apportioned on permit development, application, negotiation and approval.

Construct Improvements: \$399,460

Name of Contractor: TBD

Method of Selection: Sealed bid solicited for, received, and reviewed in accordance with Federal and State of Alabama standard Construction Bid Practices. Lowest qualified responsive and responsible bidder will be awarded the contract.

Period of Performance: Completion of Engineered Plan Set and Permitting plus 12 months

Scope of Work:

Contractor will construct necessary improvements to restore and shoreline and provide long-term stability. This may include site preparation, mobilization, setting survey controls, demolitions, construction, post-construction clean-up, and de-mobilization. Contractor will provide for all necessary insurances and warrants as required for Federal and State Work to be performed for a project of this scope, scale, and location.

Method of Accountability:

Following acceptance of the lowest qualified bid by a responsive and responsible bidder, Baldwin County staff and Contractor will develop a schedule of activities, deliverables, performance schedule for pay requests, and all standard and necessary elements for a construction project of this scope, scale and location. Baldwin County staff, with possible consulting support of the consultants from the Coastal Processes Study, Engineering Design, and Environmental Permitting project elements, will establish a construction inspection program appropriate to monitor Contractor performance and provide reports as required and needed to State and Federal agencies.

Baldwin County staff will monitor Contractor expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests.

Cost Budget is based on concepts of shoreline protection that may be applied to this project, using Baldwin County staff experience with projects having similar scope and scale of construction effort. This may include marine projects as well as other land-based and riverine projects. Upon Bid Award, a contract will be negotiated and agreed upon by both parties using standard construction contract instruments with added exhibits per Federal requirements associated with Federal Funding support.

The following are three major components of the construction of improvements:

- Labor, Material and Insurance for Retention Structures – estimate \$300,000.
Estimate was based on completed construction of Rock Wall Sand Retention Structures in-place with geofabric underlayment: 400 LinFt, 102SqFt Cross Section, 6Ft height with 2:1 slope.
- Labor, Material and Insurance for Fill Material – estimate \$55,000.
Estimate was based on approved Beach Sand Fill sourced and installed: 12,000SqFt at a typical depth of 5Ft.
- Labor, Material and Insurance for construction of a wave energy reduction breakwater - \$20,000.
Estimate was based on a Timber Breakwater using wave energy reduction design: 100 LinFt installed.
- Construction Contingency - \$24,460

During the Coastal Process Study and Engineering and Design phases of this project, all available innovative and sustainable solutions will be analyzed for suitability and cost effectiveness.

Indirect Costs

Not applicable. Baldwin County will not be seeking reimbursement for indirect costs.

3.9 Contractors/consultants

Volkert & Associates Inc

ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2 – State Bid Laws (41-16-20) to identify and select Volkert & Associates Inc (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADCNR estimates \$16,211.16 in contract costs for Volkert for this project. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

1. *Method of Selection*—Volkert & Associates Inc was selected as a result of a Request for Proposal procurement process.
2. *Period of Performance*—March 2, 2017-March 2, 2021
3. *Scope of Work*—Volkert services may be used to provide program management services, including engineering, planning, environmental and construction management and other technical services on an as-needed basis to support restoration efforts on the Alabama coast.
4. *Method of Accountability*—Contractor will bill DCNR monthly for services performed.
5. *Itemized Budget and Justification*—Scope of services, approved documents, an itemized budget will be provided as requested by DCNR.

Organization	Description	Amount	Pre-Award Costs?
<i>Volkert & Associates Inc</i>	<i>Contracted Technical Support</i>	<i>\$16,211.16</i>	<input type="checkbox"/>
			<input type="checkbox"/>

TOTAL CONTRACTUAL: \$16,211.16

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

INDIRECT, OVERHEAD, OR G&A RATE: 24.09%

BASIS: Base rate is for total direct costs, less capital expenditures and passthrough fund. Most current rate as negotiated with the US Department of the Interior is 24.09%.

TOTAL CALCULATED INDIRECT/OVERHEAD COSTS: \$1,468

TOTAL OF INDIRECT COSTS \$1,468

5.0 Program Income

There is no program income associated with this project.

BUDGET SUMMARY

	Amount
Personnel	\$5,883.00
Personnel	\$4,189.00
Fringe Benefits	\$1,694.00
Travel	\$209.00
Travel	\$209.00
Project Oversight	\$209.00
Construction	\$0.00
Construction management/legal expenses	\$0.00
Land, structures, rights-of-way, appraisals, etc.	\$0.00
Relocation expenses and payments	\$0.00
Architectural and engineering fees	\$0.00
Other architectural and engineering fees	\$0.00
Project inspection fees	\$0.00
Site work	\$0.00
Demolition and removal	\$0.00
Construction	\$0.00
Contingencies	\$0.00
Equipment	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Supplies	\$0.00
Other Direct Costs	\$0.00
Other Direct Costs	\$0.00
Miscellaneous	\$0.00
Subrecipients and Contractors	\$637,671.00
Subrecipient	\$621,460.00
Baldwin County	\$621,460.00
Contractor	\$16,211.00
Volkert & Associates Inc	\$16,211.00
Total Direct Costs	\$643,763.00
Indirect Charges	\$1,468.00
Indirect Charges	\$1,468.00
Base rate is for total direct costs, less capital expenditures and passthrough fund. Most current rate as negotiated with the US Department of the Interior is 24.09%. 9/30/2018 Fixed	\$1,468.00
Total Indirect Costs	\$1,468.00
Total GCERC Costs	\$645,231.00
Co-Funding	\$0.00
Co-Funding	\$0.00
Total Project Costs	\$645,231.00
Income	\$0.00
Project (program) income	\$0.00

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
1	Project Oversight and Grants Management	Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services, and close out that covers the entire grant period.	05/01/2019	04/30/2022	\$18,771.00	Yes
2	Planning	Review site conditions and prepare final Coastal Process Study to provide conceptual design for shoreline restoration.	05/01/2020	10/30/2020	\$66,000.00	Yes
3	Engineering and Design	Prepare 100% design civil plan set based on finding of Coastal Process Study. The design will include a monitoring plan.	11/01/2020	02/28/2021	\$144,000.00	Yes
4	Environmental Compliance	Obtain all necessary permits	11/01/2020	02/28/2021	\$12,000.00	Yes
5	Construction	Construct necessary improvements to restore approximately 500 linear feet of shoreline and provide long-term stability.	02/01/2021	04/30/2022	\$404,460.00	Yes

APPROVED METRICS

Template Name:	Habitat Restoration
Metric Name:	HR012 - Living shoreline restoration - Miles restored

Baseline	0.00
Current	0.00
Completion	0.09

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM005 - Monitoring - # monitoring programs - plans developed

Baseline	0.00
Current	0.00
Completion	1.00

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM011 - Restoration planning/design/permitting - # E&D plans developed

Baseline	0.00
Current	0.00
Completion	1.00

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM013 - Restoration planning/design/permitting - # environmental compliance documents completed

Baseline	0.00
Current	0.00
Completion	3.00

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM010 - Research - # studies used to inform mgmt

Baseline	0.00
Current	0.00
Completion	1.00

Alabama Department of Conservation & Natural Resources DUNS Number Documentation & Verification

Name of Organization: Baldwin County Commission

DUNS Number:

**If your Organization doesn't have a DUNS number, please read the info below
and check the box if you intend on obtaining one.**

Information about your DUNS number and Instructions to Obtain your DUNS number:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a DUNS number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses DUNS numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a DUNS number** – A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS number, your business will be listed in D&B's database.

1. **If you have already registered or are unsure**, log onto <https://www.dnb.com/duns-number/lookup.html> and enter your Business name and State and click **SEARCH**. The site will display the results of your search and provide an option to send your DUNS number via email if you are registered.
2. **To obtain a DUNS number**, we strongly suggest you register via the web (not by telephone) by logging into <http://fedgov.dnb.com/webform/>. (If you visit a site that attempts to charge you for obtaining a DUNS number, you're at the wrong site because registering for a DUNS number is completely free and is usually created within one (1) business day.)

FOR DCNR USE ONLY

DUNS Number Verified: YES ☒ NO ☐

Date: 06-15-2020

Performed by: Robyn Cohron

Position Title: Coastal Restoration Account Specialist

DCNR Division: State Lands - Coastal

Contract/Grant Number:

Federal Award Number:

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: [REDACTED]

ENTITY [REDACTED] BALDWIN, COUNTY OF

Status: Active

DUNS: [REDACTED] +4: CAGE Code: [REDACTED] DoDAAC:

Expiration Date: 03/23/2021 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 312 COURTHOUSE SQUARE STE
11

City: BAY MINETTE

State/Province: ALABAMA

ZIP Code: 36507-4809

Country: UNITED STATES

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

Effective Date of Agreement: 5/1/2020

Award Description/Title: _____

Entity Completing Form: Baldwin County Commission

Entity's DUNS Number: [REDACTED] <http://fedgov.dnb.com/webform>

Address: 312 Courthouse Square

City, State, Zip+4: Bay Minette, AL 36507

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year

Adria Cian Harrison
Signature

Chief/Secs.
Title

06/16/2020
Date

Adria Cian Harrison

Typed Name of Signature

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

Effective Date of Agreement: _____

Award Description/Title: _____

Entity Completing Form: Baldwin County Commission

Entity's DUNS Number: [REDACTED] <http://fedgov.dnb.com/webform>

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City, State, Zip+4: Bay Minette, AL 36507

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year

Adria Cian Harrison
Signature

Chief/Exec.
Title

06/16/2020
Date

Adria Cian Harrison

Typed Name of Signature

Alabama Department of Conservation & Natural Resources DUNS Number Documentation & Verification

Name of Organization: Baldwin County Commission

DUNS Number:

**If your Organization doesn't have a DUNS number, please read the info below
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☐ **Obtain a DUNS number** – A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS number, your business will be listed in D&B's database.

1. If you have already registered or are unsure, log onto <https://www.dnb.com/duns-number/lookup.html> and enter your Business name and State and click **SEARCH**. The site will display the results of your search and provide an option to send your DUNS number via email if you are registered.
2. To obtain a DUNS number, we strongly suggest you register via the web (not by telephone) by logging into <http://fedgov.dnb.com/webform/>. (If you visit a site that attempts to charge you for obtaining a DUNS number, you're at the wrong site because registering for a DUNS number is completely free and is usually created within one (1) business day.)

FOR DCNR USE ONLY

DUNS Number Verified: YES ☒ NO ☐

Date: 06-15-2020

Performed by: Robyn Cohron

Position Title: Coastal Restoration Account Specialist

DCNR Division: State Lands - Coastal

Contract/Grant Number:

Federal Award Number:

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: [REDACTED]

ENTITY [REDACTED] BALDWIN, COUNTY OF

Status: Active

DUNS: [REDACTED] +4: CAGE Code: [REDACTED] DoDAAC:

Expiration Date: 03/23/2021 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 312 COURTHOUSE SQUARE STE
11

City: BAY MINETTE

State/Province: ALABAMA

ZIP Code: 36507-4809

Country: UNITED STATES

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: [REDACTED]

ENTITY [REDACTED] BALDWIN, COUNTY OF

Status: Active

DUNS: [REDACTED] +4: CAGE Code: [REDACTED] DoDAAC:

Expiration Date: 03/23/2021 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 312 COURTHOUSE SQUARE STE
11

City: BAY MINETTE

State/Province: ALABAMA

ZIP Code: 36507-4809

Country: UNITED STATES

EXHIBIT F: SUBAWARD GRANT AGREEMENT (AMENDMENT)

**Alabama Department of Conservation and Natural Resources
Award Funding Transfer Request**

This checklist is to be used primarily when a sub-recipient needs to move funds from a previously approved task/phase to another previously approved task/phase within a grant's original Scope of Work. Topics 1 and 2 serve as a template of the minimum documentation required when submitting a request to the Recipient. For the Reviewer, topics 1 through 3 serve as a check to verify minimum requirements have been met and is therefore eligible to be recommended to the Approval Authority. In the process of review, place initials in the blank space to confirm examination of each step.

Project Name: Lillian Park Beach Habitat and Shoreline Protection

Federal Award Number: XXXXXXXXXX

Summary of Request: Request a Transfer of Funding Between Approved Cost Categories

Date of Request: December 15, 2020

1. Sub-recipient submits, in writing, a formal request to transfer funding between tasks/phases described in the federally approved scope of work.
 - a. XX Identifies the scope/objective that requires a change in funding
 - b. XX Details current budget for the scope/objective
 - c. XX Provides justification for change in cost
 - d. XX Presents new costs based on change in need/conditions
 - e. XX Proposes which task/phase funding would come from
 - f. XX Assesses impacts & determines if project can be completed as described in the federally approved scope of work

2. Does the request require the addition of a task/phase/scope?
 - a. Yes. Additional requirements must be met
 - b. XX No. Decision Authority is local

3. Does the request require moving funds between cost categories (e.g. salary, fringe, travel, equipment, supplies, contractual, construction, other)?
 - a. XX Yes. If yes, were costs originally budgeted for the cost category for which additional funds are needed? XX
 - b. No.

4. Does the request exceed the 10% threshold requiring federal oversight?
 - a. Yes. Additional requirements must be met
 - b. XX No. Decision Authority is local

5. Reviewer Recommendation

- a. SEM Recommends Approval
b. _____ Recommends Rejection
c. _____ Recommends Revision and Resubmission

6. Approval Authority

- a. AEH Accepts Reviewer's Recommendation
b. _____ Rejects Reviewer's Recommendation

Signature: 

Date: 12.18.2020

Name: Amy E. Hunter

Title: ADCNR DWH Restoration Coordinator



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

December 15, 2020

Dr. Amy Hunter, Ph.D.
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 5 Rivers Boulevard
Spanish Fort, Alabama 36527

Dear Dr. Hunter:

Re: State Expenditure Plan #11: Lillian Park Beach Habitat and Shoreline Protection
FAIN: [REDACTED]
DUNS#: [REDACTED]

Please accept this letter as Baldwin County's formal request to transfer funds from the Construction Phase to the Coastal Process Study for the above-mentioned project. Currently \$66,000.00 is budgeted for the Coastal Process Study. Neel-Schaffer, Inc. was selected through the RFQ process and has been in negotiations with Baldwin County for a scope and fee. Due to the impacts of multiple hurricanes across the Gulf Coast, the demand for coastal engineering has increased as well as the fees. Neel-Schaffer, Inc. has submitted a fee proposal of \$116,614.00. Baldwin County is requesting an administrative budget change to move \$51,000.00 from the Construction Phase of the project to the Coastal Processes Study Phase.

Baldwin County intends to complete the project with the remaining funds allotted as all available innovative and sustainable solutions will be analyzed for suitability and cost effectiveness. In the event that the Construction Phase funds are not sufficient to cover the actual construction cost, Baldwin County will seek additional funds at that time to cover overruns. Thank you for your assistance with this project.

Sincerely,

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/jn/sp/sa

cc: Joey Nunnally, P.E., County Engineer
File(2)

EXHIBIT G: BALDWIN COUNTY AFFIRMATIVE STATEMENT



BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220

SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 937-0371

FAX (251) 937-0201

*JOEY NUNNALLY, P.E.
COUNTY ENGINEER*

February 12, 2021

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship
Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

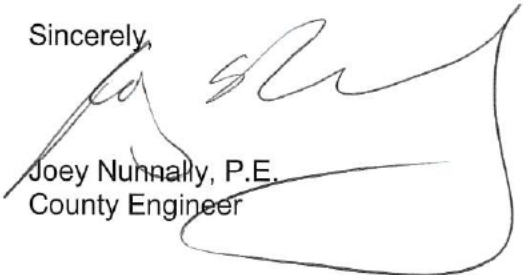
Dear Mr. Blankenship,

Re: SEP #11 – Lillian Park Beach Habitat & Shoreline Protection (Grant # [REDACTED])

Baldwin County affirms that the selected contractor **did not** assist in the development of the draft specifications, requirements, statement of work, or request of proposal for the above referenced project.

Thank you for all of your assistance with this project and if you need any additional information, please let me know.

Sincerely,


Joey Nunnally, P.E.
County Engineer

JN/SP/sa
cc: Dr. Amy Hunter
File(2)

EXHIBIT H: APPENDIX II TO 2 CFR 200

LII > Electronic Code of Federal Regulations (e-CFR) > Title 2 - Grants and Agreements
> Subtitle A - Office of Management and Budget Guidance for Grants and Agreements
> CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE
> PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND
AUDIT REQUIREMENTS FOR FEDERAL AWARDS
> Subpart F - Audit Requirements
> **Appendix II to Part 200 - Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

CFR Table of Popular Names

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal

opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible

provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]



Baldwin County Commission

Agenda Action Form

File #: 21-0679, **Version:** 1

Item #: BE14

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

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

Quotes for Roof Repairs to the Baldwin County Household Waste Collection Facility Located in Summerdale, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Award the lowest quote to **E-J Builders, Inc. in the amount of \$42,717.00** for the roof repairs to the Baldwin County Household Waste Collection Facility located in Summerdale, Alabama and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

BACKGROUND INFORMATION

Previous Commission action/date:

06/16/2020 meeting: The Commission awarded the bid to Quick Buildings Modular, LLC, in the amount of \$112,428.62; Completion Time: 90 Calendar Days; for the construction of a new Baldwin County East Fork Landfill Modular Scale Office Building in Elberta, Alabama and authorized the Chairman to execute the Contract.

Background: The Solid Waste staff solicited quotes for the roof repairs to the Baldwin County Household Waste Collection Facility located in Summerdale, Alabama. One (1) quote was received. The quote was received from E-J Builders, Inc, in the amount of \$42,717.00. The roof was damaged during Hurricane Sally.

FINANCIAL IMPACT

Total cost of recommendation: \$42,717.00

Budget line item(s) to be used: 51054300.52310

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 Public Works Contract

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 04/06/2021

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



Phone (251) 943-1112

220 W. Laurel Ave, P.O. Box 669
Foley, AL 36536

Fax (251) 943-1109

PROPOSAL

March 11, 2021

Baldwin County Solid Waste
Attn. Ed Fox

Re: Magnolia Landfill Collections Building

Per our onsite inspection and your direction we propose to make repairs per the following scopes of work:

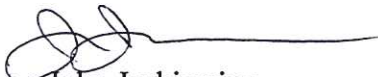
- Install new 24" wide colored 24 gauge standing seam roof sheets where missing or damaged over two twenty foot wide open bays and a portion of one interior bay (includes new roof insulation under new roof panels where insulation is damaged or missing)
- Install new 14 gauge 8" high purlins and eave struts where missing/damaged on East side of the two open bays on North end of building
- Remove and replace rusted backup plates at top of roof sheets on West side of roof area (West side of roof appears otherwise largely undamaged beyond backup plates and gutter)
- Install new gutters with downspouts on both eaves on affected roof areas (approximately 40 LF on each eave)
- Install new rake trim on North end (approximately 80 LF)
- Repair and re-anchor as necessary damaged baseplates of columns in open bays
- Finish paint all newly installed purlins, eave struts and backup plates

Cost for all above: **\$42,717.00**

Prices include cleanup and haul off of all debris and trash materials associated with the above work. Worker's Compensation and General Liability insurance is included on all portions of work performed.

Thank you for the opportunity to work with you on this project.

Respectfully,



John Jurkiewicz
E-J Builders, Inc.

State of Alabama)
County of Baldwin)

CONTRACT FOR PUBLIC WORKS SERVICES

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

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained a quote for the Roof Repair to the Baldwin County Household Waste Collection Facility located in Summerdale, Alabama; and

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

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

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

- i. COUNTY: Baldwin County, Alabama
- ii. COMMISSION: Baldwin County Commission
- iii. PROVIDER: E-J Builders, Inc.

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

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

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

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

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

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

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

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER

does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

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

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

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

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

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

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

PROVIDER: E – J Builders, Inc.
PO Box 669
Foley, AL 36536
ATTN: John Jurkiewicz

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

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

“Quotes for Roof Repair to the Baldwin County Household Waste Collection Facility located in Summerdale, Alabama” as described in “Attachment A.”

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

XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid \$42,717.00. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective upon the same date as its full execution and commence within fifteen (15) days from the Notice to Proceed and shall terminate upon either thirty (30) days following the commencement of work or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

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

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

XXVII: Insurance: Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such

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

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

COUNTY

ATTEST:

_____/_____
JOE DAVIS III, Chairman /Date

_____/_____
Wayne Dyess /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Joe Davis III, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2021.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

E-J Builders, Inc.

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

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

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

Notary Public
My Commission Expires



Phone (251) 943-1112

220 W. Laurel Ave, P.O. Box 669
Foley, AL 36536

Fax (251) 943-1109

PROPOSAL

March 11, 2021

Baldwin County Solid Waste
Attn. Ed Fox

Re: Magnolia Landfill Collections Building

Per our onsite inspection and your direction we propose to make repairs per the following scopes of work:

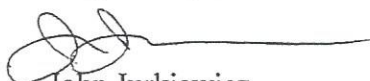
- Install new 24" wide colored 24 gauge standing seam roof sheets where missing or damaged over two twenty foot wide open bays and a portion of one interior bay (includes new roof insulation under new roof panels where insulation is damaged or missing)
- Install new 14 gauge 8" high purlins and eave struts where missing/damaged on East side of the two open bays on North end of building
- Remove and replace rusted backup plates at top of roof sheets on West side of roof area (West side of roof appears otherwise largely undamaged beyond backup plates and gutter)
- Install new gutters with downspouts on both eaves on affected roof areas (approximately 40 LF on each eave)
- Install new rake trim on North end (approximately 80 LF)
- Repair and re-anchor as necessary damaged baseplates of columns in open bays
- Finish paint all newly installed purlins, eave struts and backup plates

Cost for all above: **\$42,717.00**

Prices include cleanup and haul off of all debris and trash materials associated with the above work. Worker's Compensation and General Liability insurance is included on all portions of work performed.

Thank you for the opportunity to work with you on this project.

Respectfully,



John Jurkiewicz
E-J Builders, Inc.

STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC
WORKS PROJECT

BALDWIN COUNTY

THE UNDERSIGNED hereby certifies that the following described final
Contract(s) and/or bond(s) to be awarded is let in compliance with Title 39, Code of
Alabama, 1975, and all other applicable provisions of law, to-wit:

**“Quotes for Roof Repairs to the Baldwin County Household Waste
Collection Facility located in Summerdale, Alabama for the Baldwin
County Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the ____ day of
_____, 2021.

BALDWIN COUNTY COMMISSION

By: _____
As Its Chairman

ATTEST:

By: _____
As Its County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0707, **Version:** 1

Item #: BE15

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Matthew Brown, Interim Planning & Zoning Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Request for Proposals (RFP) for the Development of a Master Plan for Baldwin County Commission

STAFF RECOMMENDATION

Approve and authorize the Purchasing Director to advertise the Request for Proposals for a Master Plan for the Baldwin County Commission.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission received authority for planning and zoning activities through Act No. 91-719, in 1991, codified in the Code of Alabama as §45-2-261. The ability to institute county planning and zoning in Alabama is rare and unique with Baldwin County being one of the few counties (out of 67 total counties) to have such authority. With the rapid development and a changing landscape in Baldwin County, properly planning for this growth is very important so we can sustain such growth while enhancing the livability and the quality of life of residents and visitors.

Pursuant to the planning and zoning authority for Baldwin County, a long-range plan for the County is required, "a master plan for the physical development of the unincorporated areas of Baldwin County. The master plan with the accompanying maps, plats, charts, and descriptive material shall show the planning commission's recommendations for the use and development of the unincorporated areas of Baldwin County". The Code of Alabama describes the use of the master plan when considering ordinances as "the ordinances or regulations shall be made in accordance with a master plan". The language "in accordance with a masterplan" is sometimes considered a consistency requirement. This requirement ensures that "planning" is being considered when implementing zoning ordinances and not just "zoning" without long range considerations. This prevents ad hoc decisions with no relationship to the long-range vision of the County. This "consistency" leads to orderly community growth and more effective decision making by ensuring long range plans are implemented.

In the Code of Alabama, case notes for §11-52-9, a distinction between "planning" and "zoning" is made. The term "planning" refers to the systematic and orderly development of a community with

regard for streets, parks, industrial and commercial undertaking, civic beauty, and other kindred matters properly within the police power. The term “zoning” refers to the regulation of the use of property, to structural and architectural designs of buildings and the character of use of property or the buildings within classified or designated districts.

The Master Plan (also referred to as Comprehensive Plan or Long-Range Plan) is a geographic framework for growth and development in the County. The Plan expresses a community's desires about the future development and image of the community. It provides the foundation and framework for making physical development and policy decisions in the future such as zoning, re-zoning, and subdivision decisions.

It creates a framework, that if done properly, coordinates future development decisions in concert with future public infrastructure investment such as roads, water and sewer. It also provides a level consideration to natural environment issues such as wetlands and creeks.

Code of Alabama, §45-2-261.03

Code of Alabama, §45-2-261.04(a)

Code of Alabama, §11-52-9, Case notes 1

Planning and Zoning Department is requesting that the attached Request for Proposals for the development of a Master Plan for Baldwin County be advertised. This plan would be used to help guide zoning decisions for zoned areas based on land use sectors designated for infill growth, intended growth, limited growth, rural use and special use.

In late Fiscal Year 2019, the Commissioned authorized the Purchasing Director to Request RFPs for a Master Plan. There was only one responding party. When the pandemic hit, the project was put on hold and never awarded.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 10052730.51500

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

\$150,000.00 was included in the FY21 budget for this plan.

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: 04/06/2021

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 RFP

Additional instructions/notes: N/A

REQUEST FOR PROPOSALS FOR “MASTER PLAN” FOR THE BALDWIN COUNTY COMMISSION

Scope of Work

Respondents are asked to develop a proposed scope of work for the Master Plan, which can be organized in any structure considered appropriate by the lead firm. Enough information should be provided to understand the major components and sequence of events for the project, along with narrative that describes the general approach or strategy proposed to complete the project successfully.

The Baldwin County Commission desires a concise, user-friendly Master Plan (with a 10-year horizon) that can be used to guide zoning decisions for zoned areas based on land use sectors designated for infill growth, intended growth, limited growth, rural use, and special use.

Background

Baldwin County is a coastal county on the Alabama Gulf Coast. The geography of the County includes beaches, bays, rivers, urban and rural areas. The permanent population as of 2018 is estimated to be 218,000 people. The County has a large tourism industry which pushes the functional population well above permanent population. The County also contains a unique history and culture reflected in its many communities.

Baldwin County’s Planning and Zoning authority is derived through Alabama Local Act 91-719, codified in the Code of Alabama in Title 45, Article 26. Part 2. Planning and zoning activities are implemented through a geographic planning district approach. Each planning district is a specifically defined geographic area. Citizens within a community may petition the County to hold a referendum to create a new zoned district. Not all planning districts are currently under the County’s planning and zoning authority. To date, Baldwin County has 455 square miles (excluding the 14 municipalities) of land area that have implemented planning and zoning.

In addition, Baldwin County contains 14 municipalities and several unincorporated communities. Each town or city is authorized by the Alabama Law to exercise an extraterritorial planning jurisdiction outside their corporate limits. For those planning districts, which have implemented zoning, and which are adjacent to a municipality, close coordination is desired between the County development vision and the municipalities. It is expected that this coordination will include, but not be limited to, review of the municipalities long range plans for the affected areas, visioning sessions, public engagement, or similar activities to solicit input. Baldwin County Planning and Zoning staff will coordinate and manage all public outreach, but the consultant will be responsible for outlining the appropriate public outreach for the plan development and making a consultant representative available for public outreach events.

The outline below suggests elements that the County would like to see incorporated in the Master Plan:

Objectives

Due the unique approach to planning and zoning in Baldwin County, this request for proposals seeks a bifurcated method in the development of a new Master Plan for the County. In the areas where planning and zoning has been implemented (see planning district map attached), a sector planning approach for each district or combination of contiguous districts is desired. For all areas, **not** currently subject to planning and zoning, the creation of development principles and best practices, including illustrations, is needed to guide the implementation of planning and zoning, if or when, the unzoned planning districts petition to implement planning and zoning.

For both planning tasks, the core principles are:

1. Creation of high-quality communities of a design that promote travel by car, transit, bicycling and walking.
2. Enhance economic growth and job creation.
3. Limit urban sprawl.
4. Provide a diversity of housing types located appropriately within proper sectors.
5. Protect wildlife and natural areas.
6. Identification of specific procedures to facilitate intergovernmental coordination to address extra-jurisdictional impacts of growth.
7. A predictable, consistent and fair development process where the outcome matches the expectation.

Approach

The County seeks a Master Plan approach for the planning districts currently subject to planning and zoning that includes maps, illustrations, and text. The plan approach should utilize land use sectors, or similar approach, for:

1. Infill growth for developed areas, including infill criteria.
2. Intended growth sectors for areas that contain infrastructure to support substantial growth.
3. Limited growth sectors for areas with limited infrastructure but subject to growth.
4. Rural sectors for open space areas or sparsely populated areas.
5. Special districts for industrial or other unique development issues.

In conjunction with these sectors, locational criteria should be developed for land use and densities. Intensities of use, for various uses, should be included to aid effective decision making. The important development concepts which should also be addressed are connectivity, walkable communities, mixed uses, limiting sprawl, traditional town planning, place making concepts, and enhancement and preservation of community identity.

In addition to the general items above, the Master Plan shall include the following:

1. An implementation guide for Planning and Zoning staff to properly apply the Master Plan to rezoning requests, including additional questions to be used in evaluating the eleven factors enumerated in Section 19.6 of the Zoning Ordinance.

2. A succinct guide to changing sector designations as conditions change.
3. A succinct guide to establishing sector designations for newly zoned areas.
4. A high-level review of the current zoning ordinances with recommended changes.

Work Plan/Schedule

The consultant should submit a work plan and schedule outlining key points and timeframes of the plan development including public outreach efforts. Baldwin County Planning and Zoning staff will coordinate and manage all public outreach, but the consultant will be responsible for outlining the appropriate public outreach for the plan development and making a consultant representative available for public outreach events.

Progress Reports

The consultant will be expected to submit progress reports every other week via e-mail or conference call outlining the following subjects: Recently Performed Work; Upcoming Tasks; Upcoming Milestones; Scope and Schedule Issues; and issues to be aware of.

Team Members/Sub-consultants

The consultant shall provide descriptions of who specifically from the Consultant's team will be working on this project as well as any subcontractors who will be responsible for specific tasks.

This consultant shall provide specific information on the skill set of the individuals with regard to their areas of responsibility in relation to this project and specific evidence of relevant experience. An organizational chart should be included as well as resumes for everyone.

Deliverables

1. Provide one (1) PDF version of all preliminary and final drafts of reports related to the Plan, including reports or summaries of community outreach efforts.
2. Provide one (1) PDF copy along with digital, editable, working and printable copies of all final documents including reports, maps, and final plan.

Format for Response to Request for Proposals (RFP)

The response to the "Request for Proposals" must be made according to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2" X 11" sheets (fold outs are acceptable for charts, etc.) and type size must be large enough to be easily legible (shall not be smaller than 10 point).

- A. Five (5) complete copies should be submitted no later than **2:00 P.M. CST on Tuesday, May 4, 2021** to the contact person listed below.
FAX OR E-MAIL SUBMITTALS WILL NOT BE ACCEPTED.

Wanda Gautney, Purchasing Director
Baldwin County Commission

Mailing Address: 312 Courthouse Square, Suite 15
Physical Address: 257 Hand Avenue
Bay Minette, Alabama 36507
Email: wgautney@baldwincountyal.gov

This person will serve as the County's contact for this Master Plan. Any questions, inquiries and matters of coordination regarding this RFP must be submitted by e-mailed to the contact above.

B. Mandatory Content and Sequence of Submittals:

1. Cover Letter.

Section 1 shall be a maximum two-page "Cover Letter" and introduction and shall include the name and address of the organization submitting the proposal, together with the name, address, telephone and fax numbers, and email address of the contact person who will be authorized to make representation for the organization.

2. Table of Contents.

Section 2 shall be a detailed "Table of Contents" and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

3. Consultant Qualifications.

Section 3 shall be entitled "Consultant Qualifications" and shall include a description of the consultant firm's resources, experiences and capabilities as they relate to appropriate Master Plans and like studies, as well as resumes of the staff to be assigned to this project. Submit in the order identified below:

- a. Background and Experience. In this section, describe your firm's background and its organizational structure. Describe the roles and background of the team leader and key team members. Describe capabilities specific to the scope of work within this RFP.
- b. Consultants. Describe the background and qualifications for each of the consultants your firm would use in meeting the above capabilities and in preparing this Master Plan.
- c. Scheduling. Delineate the Master Plan development schedule you propose.

4. Description of Analysis.

Section 4 shall be entitled “Description of Analysis” and will describe the methodology that you will utilize to provide the analysis requested in this Request for Proposals, taking care to account for the possible changes in scope and methodology mentioned in the last paragraph under Scope of Services, above.

5. Workplan & Schedule.

Section 5 shall be entitled “Workplan” and will outline how the consultant’s team intends to prepare and complete the Master Plan.

6. Cost Proposal.

Section 6 shall be entitled “Cost Proposal” and shall provide a breakdown of costs by hour and by task contained in the Workplan in Section 5. Provide a total “not to exceed” amount inclusive of ancillary costs, such as copying, travel, phone, etc.

7. Experience Summary.

Section 7 shall be entitled “Experience Summary” and shall briefly describe knowledge and experience in conducting Master Plans and like studies for other agencies, along with a discussion comparing similarities with this project. Include professional references, including names and telephone numbers for each sample project.

8. Additional Data (this section shall be limited to two pages).

Section 8 shall be entitled “Additional Data” and shall include any other data the consultant deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to information contained in Sections 1 thru 7.

If there is no additional data, this section will consist of the statement, “We wish to present no additional data.”

Selection Process

The selection committee shall be comprised of representatives from the Baldwin County Commission and its representatives. Evaluations of all qualification statements, workplans and cost proposals will consist of two levels of review. Level I will consist of evaluating the proposals for purposes of establishing a shortlist. Level II will be used to select the finalists, proposal fact-finding, and negotiation of contract terms and conditions.

County Notices

Any questions related to this RFP are to be directed by email to the County's contact person identified herein.

All consultant firms responding to this RFP should note the following:

- A. All work performed in Baldwin County, including all documents associated with the project, and shall become the exclusive property of the Baldwin County Commission.
- B. The Baldwin County Commission reserves the right to:
 - 1. Reject and or all submittals.
 - 2. Request clarification of any submitted information.
 - 3. Waive any informalities or irregularities in any qualification statement.
 - 4. Not enter into any agreement.
 - 5. Not select any consultant.
 - 6. Cancel this process at any time.
 - 7. Amend this process at any time.
 - 8. Interview consultants prior to award.
 - 9. Issue similar RFPs or RFQs in the future.
 - 10. Request additional information during the interview.
- C. The selected consultant is expected to perform and complete the project in its entirety.
- D. Any and all costs arising from preparation of this RFP and participation in the selection process incurred by any consultant firm shall be borne by the firm without reimbursements by the Baldwin County Commission.

Prime Service Provider Responsibilities

Service provider will assume responsibility for delivery of services and application performance, regardless of whether or not the Service provider subcontracts any of these services. The Service provider will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Service provider will be totally responsible for all obligations outlined under this RFP.

Hold Harmless Provision

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

Service Provider Qualifications

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating the fact that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

All vendors, contractors and the grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All vendors must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

General Submission Information

Baldwin County intends to award a contract to a qualified consultant for the services. The proposal should address the Consultant's capabilities for performing all aspects of the project development process while presenting specific project information and substantiating the Consultant's methodologies and approach for completing the work requested.

Preparation Cost

The County shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of

proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

Service Providers Insurance Provisions

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

The service provider at his expense shall carry, with insurers satisfactory to County, throughout the term of the contract, 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, Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at/in/on any property, site, location, vessel, or equipment. *All liability insurance shall name the County as an additional insured.* Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies.

The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should the service 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 any Agreement until insurance is obtained, terminate any Agreement immediately without further action, or hold service provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite must be provided upon submission of the RFP.

Vendor Proposal Response Form

Date: _____

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

Company Submitting Proposal: _____

Address: _____

Contact Person: _____

Office Telephone: _____

Email: _____

Printed name & title of person submitting proposal:

Signature of person submitting proposal:

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

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

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

PROVIDER:

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of **“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 Mater Plan 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. 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 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 worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

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

SIGNATURE & NOTARY PAGE TO FOLLOW:

PROVIDER:

Insert Provider Name

_____/_____

By _____/Date
Its _____

State of Alabama)

County of Baldwin)

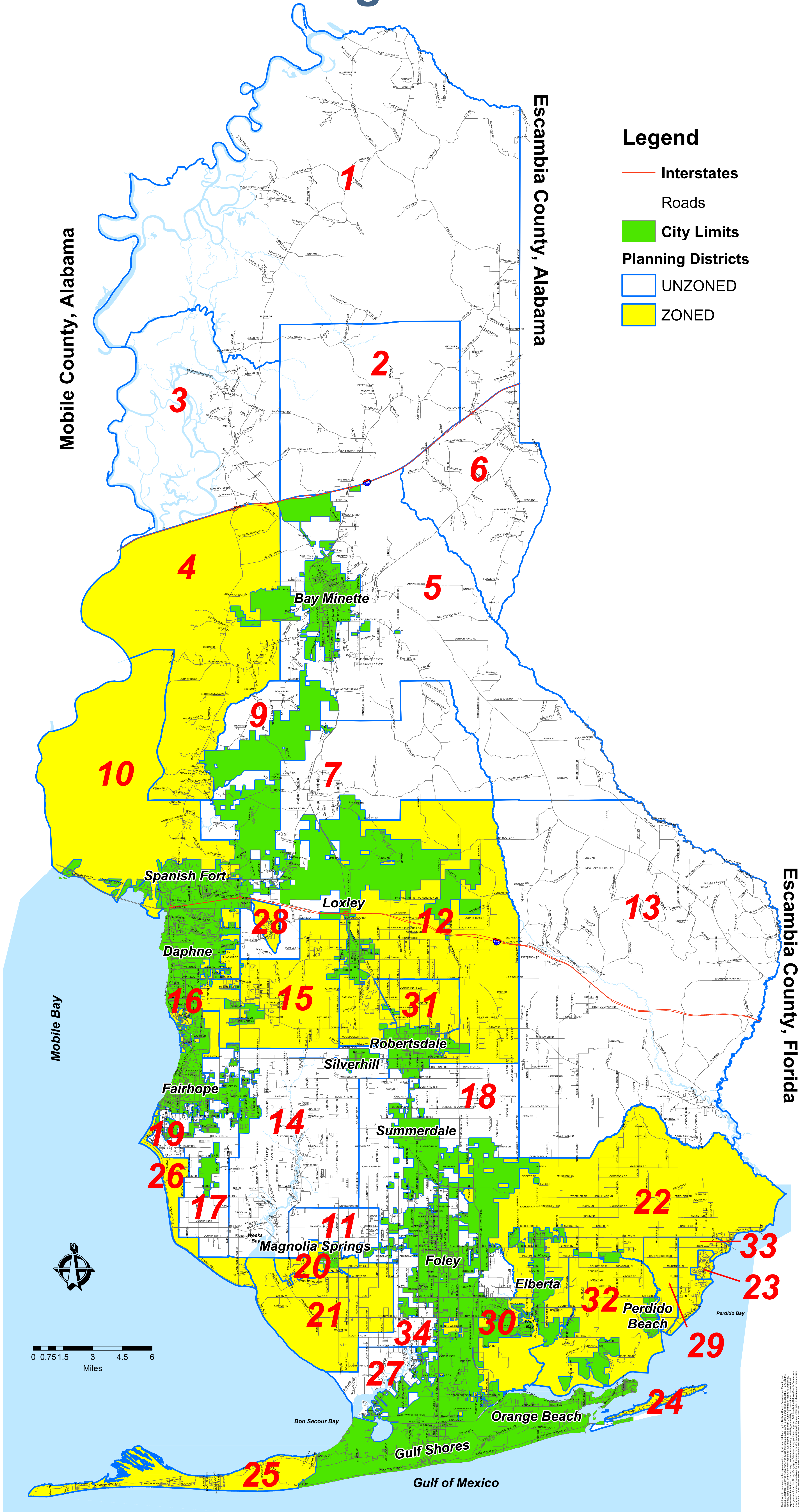
I, _____ Notary Public in and for said County and State, hereby certify that -
_____ as _____ of _____, whose name is signed to the
foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being
informed of the contents of the foregoing, he executed the same voluntarily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

Planning Districts



Map data provided by Esri, DeLorme, Garmin, and other sources. All rights reserved. Baldwin County, Alabama. Planning Districts. 2023.



Baldwin County Commission

Agenda Action Form

File #: 21-0698, **Version:** 1

Item #: BE16

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director/Adam Scarborough, CIS Assistant Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Request of Proposals (RFP) for Unify Telecommunications Maintenance and Support Services for the Baldwin County Commission

STAFF RECOMMENDATION

Award the Request for Proposals (RFP) for Unify Telecommunications Maintenance and Support Services to **Norstan Communications, Inc., d/b/a Black Box Network Services** in the amount of **\$74,463.80** and authorize the Chairman to execute the Contract. (Contract is effective for 12 month and commencing immediately upon the same date as its full execution).

BACKGROUND INFORMATION

Previous Commission action/date:

01/19/2021 meeting: Approved the attached Request for Proposals (RFP) for Unify Telecommunications Maintenance and Support Services and authorize the Purchasing Director to advertise the RFP.

Background: During the January 19, 2021 meeting of the Commission authorized staff to advertise the RFP for Unify Telecommunications Maintenance and Support Services for continued maintenance on the County's telecommunication system. One (1) vendor submitted a proposal. Brian Peacock, the Communications and Information Systems (CIS) Director, Adam Scarborough, Jason Kuehl and Wanda Gautney reviewed the proposal from Black Box. Staff feels that they met the requirements as put forth in the RFP. The total cost for one (1) year of maintenance and support services will be \$74,463.80.

FINANCIAL IMPACT

Total cost of recommendation: \$74,463.80

Budget line item(s) to be used: 10051101.52290

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 Services 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: 04/06/2021

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

MAINTENANCE - SCHEDULE A

Sold To:

10021821

Ship to Address:

312 Courthouse Square
Bay Minette, AL. 36507

Term of Service:

1 Year

Bill to Name:

Baldwin County

Services

Commencement Date:

3/6/2021

Service Level:

Black Box: Remote Plus Parts & Monitoring
Entitlements: Phones Not Included
SWA: Included 24X7

Black Box Maintenance

Payment Terms

Annual in Advance

Software Support/3rd

Party Payment Terms

Annual in Advance

Quote Expiration Date:

Vendor:

ATOS

BLACK BOX SUPPORT			
Description	Location	Effective Dates	Total
Main_EOC (Mcauliffe Dr) - Black Box Remote Only Support - Unify OpenScope 4K V8, Session Border Controllers, OpenScope Contact Center, OpenScope Xpressions, Softgate Access 500	20141292	Start Date: 3/6/2021 End Date: 3/5/2021	\$ 36,337.80
B. M. Annex II Bldg (Courthouse Sq)	20032195		Included in Above Pricing
Central Annex I (Palmer St)	20017135		Included in Above Pricing
Loxley Board of Ed (B Ave)	20031764		Included in Above Pricing
CIS Legal Annex (West Third St)	20017916		Included in Above Pricing
Robertsdale Sheriffs (County Rd)	20140507		Included in Above Pricing
Fairhope Courthouse (Fairhope Ave)	20140698		Included in Above Pricing
Foley Courthouse (East Section St)	20140700		Included in Above Pricing
B.M. Jail (Hand Ave)	20141517		Included in Above Pricing
B.M. City Hall (D'Olive)	20141518		Included in Above Pricing
Church (Courthouse Sq)	20141529		Included in Above Pricing
B.O.E (North Hand Ave)	20141519		Included in Above Pricing
B.M CH (1 Courthouse Sq)	20136679		Included in Above Pricing
Central Annex II (Hwy 59)	20127494		Included in Above Pricing
B.M. Revenue (Hwy 31)	20130634		Included in Above Pricing
ATOS - Software Subscription Program	648466	Start Date: 6/28/2021 End Date: 6/27/2022	\$ 38,126.00

Support Total: \$ 74,463.80

OTHER TERMS APPLICABLE TO THIS SCHEDULE

- If this Schedule includes break/fix maintenance support, this Schedule does not include paging, headsets, terminals, printers, UPS, batteries or power plant. Move Add and Change requests are not included as part of the break/fix maintenance and will be invoiced as completed.
- Black Box support of manufacturer or OEM Equipment, Software and/or Systems that are End of Life (EOL) will be based on a commercially reasonable effort. Parts/Software for EOL Systems will be provided, if available, from Black Box depot or OEM.
- All pricing reflected in this Schedule A are reflective of the above system configuration and does not include or forecast for any upgrades or changes. The intention is for the contract to be trued up prior to the beginning of the next annual term with any additional product and/or licenses purchased.



- 4 Remote Diagnostics requires 24X7 access and modem connection, provided by the customer. Any Service provided remotely are dependent upon access via the modem. If Customer does not provide remote access, Black Box will charge on a time and materials basis for work that could be accomplished remotely, but as a result, required an onsite presence.
- 5 On site labor are not included in this service offering. This will be billable as utilized



ProtecNet®

REMOTE SUPPORT WITH PARTS SERVICE PLAN

UNIFY OPENScape

Support Solutions

The Remote Plus Parts Service plan provides parts & shipping (excluding telephone sets) and defined response times. On-site support is available at Black Box Network Services' Contract Labor Rates on a scheduled best effort basis.

SERVICE FEATURES

Support from Single Service Provider	<ul style="list-style-type: none">• One Toll-Free 800 #• Remote Labor Included During Coverage Hours• Remotely Diagnose Problem *** (Requires 24x7 Remote Access)• Materials are included with the exception of Customer Provided Servers	<ul style="list-style-type: none">• Technical Assistance Center• Alarm Monitoring 24X7 (Black Box Pass To Customer)• Manufacturer Corrective Software Updates****• Escalation to Manufacturer Technical Assistance Center ****
Defined Service Response Time	<ul style="list-style-type: none">• Coverage Hours 8am-5pm, Monday – Friday (P1 & P2 – 24X7X365)• Remote Response within Thirty (30) minutes of Initial Call for P1 and P2 service issues• Remote Response within Twenty-Four (24) Hours of Initial Call for P3 and Forty-Eight (48) Hours of Initial Call for P4 service requests	<ul style="list-style-type: none">• Black Box Network Services Holidays Included• On-Site Support Available and Billable at Black Box Network Services' Current Labor Rates (Portal to Portal, 2 Hour Minimum)
Benefits	<ul style="list-style-type: none">• Ease and Convenience of a Single Source Solution• Cost Effective Service Option• Experienced Technical Expertise	<ul style="list-style-type: none">• Designed Specifically for Environments utilizing technically trained in house staff• The Service Desk is staffed 24x7*

Service SLA descriptions - Customer Reported/ Monitored Service Issues

(P1) – Existing system or application is down or causing critical impact to business operations (System Down).

(P2) – Existing system or application is severely degraded impacting significant aspects to business operations (High Priority).

(P3) – Existing system or application is degraded but most business operations remain functional (Medium Priority).

(P4) – Information requested on products or capabilities. Little or no impact to business operations (Low Priority).

* The **Black Box Services Desk** is staffed 24x7 with personnel responsible for entering customer service requests and dispatching on-call technical support engineers for problem resolution. P3, P4 service will be provide next business day.

*** Requires **24x7 Unassisted Remote Access** to customer's system via network (VPN or other persistent connection).

**** **Unify SSP** contract required for access to corrective content and manufacture support.

Black Box support of manufacturer or OEM equipment, software and/or systems that are End of Life (EOL) will be based on a commercially reasonable effort. Parts/ Software for EOL systems we be provided, if available, from Black Box depot or OEM.

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL 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 **Norstan Communications, Inc., d/b/a Black Box Network Services**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on Tuesday, January 19, 2021, the COUNTY authorized staff to solicit a Request for Proposals (RFPs) for Unify Telecommunications Maintenance and Support Services; and

Whereas, the PROVIDER responded to the RFP and was chosen by the COUNTY to provide 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: Norstan Communications, Inc.,
d/b/a Black Box Network Services

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: Norstan Communications, Inc.
D/b/a Black Box Network Services
30941 Mill Lane G175
Spanish Fort, AL 36527
ATTN: Lynn Langley

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 Unify Telecommunications Maintenance and Support 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. Direct Expenses. Compensation to PROVIDER for work shall be paid **\$74,463.80 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 detail 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 worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

JOE DAVIS, III / Date
Chairman

WAYNE DYESS / Date
County Administrator

NOTARY & SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

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

PROVIDER:

Norstan Communications, Inc., d/b/a Black Box Network Services

By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County and State, hereby certify that _____ as _____ of Norstan Communications Inc., d/b/a Black Box Network Services, 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 Norstan Communications, Inc., d/b/a Black Box Network Services.

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

Notary Public
My Commission Expires



“ATTACHMENT A”

MAINTENANCE - SCHEDULE A

Sold To:

10021821

Ship to Address:312 Courthouse Square
Bay Minette, AL. 36507**Term of Service:**

1 Year

Bill to Name:

Baldwin County

Services**Commencement Date:**

3/6/2021

Service Level:Black Box: Remote Plus Parts & Monitoring
Entitlements: Phones Not Included
SWA: Included 24X7**Black Box Maintenance****Payment Terms**

Annual in Advance

Software Support/3rd**Party Payment Terms**

Annual in Advance

Quote Expiration Date:**Vendor:**

ATOS

BLACK BOX SUPPORT			
Description	Location	Effective Dates	Total
Main_EOC (Mcauliffe Dr) - Black Box Remote Only Support - Unify OpenScape 4K V8, Session Border Controllers, OpenScape Contact Center, OpenScape Xpressions, Softgate Access 500	20141292	Start Date: 3/6/2021 End Date: 3/5/2021	\$ 36,337.80
B. M. Annex II Bldg (Courthouse Sq)	20032195		Included in Above Pricing
Central Annex I (Palmer St)	20017135		Included in Above Pricing
Loxley Board of Ed (B Ave)	20031764		Included in Above Pricing
CIS Legal Annex (West Third St)	20017916		Included in Above Pricing
Robertsdale Sheriffs (County Rd)	20140507		Included in Above Pricing
Fairhope Courthouse (Fairhope Ave)	20140698		Included in Above Pricing
Foley Courthouse (East Section St)	20140700		Included in Above Pricing
B.M. Jail (Hand Ave)	20141517		Included in Above Pricing
B.M. City Hall (D'Olive)	20141518		Included in Above Pricing
Church (Courthouse Sq)	20141529		Included in Above Pricing
B.O.E (North Hand Ave)	20141519		Included in Above Pricing
B.M CH (1 Courthouse Sq)	20136679		Included in Above Pricing
Central Annex II (Hwy 59)	20127494		Included in Above Pricing
B.M. Revenue (Hwy 31)	20130634		Included in Above Pricing
ATOS - Software Subscription Program	648466	Start Date: 6/28/2021 End Date: 6/27/2022	\$ 38,126.00

Support Total: \$ 74,463.80

OTHER TERMS APPLICABLE TO THIS SCHEDULE

- 1 If this Schedule includes break/fix maintenance support, this Schedule does not include paging, headsets, terminals, printers, UPS, batteries or power plant. Move Add and Change requests are not included as part of the break/fix maintenance and will be invoiced as completed.
- 2 Black Box support of manufacturer or OEM Equipment, Software and/or Systems that are End of Life (EOL) will be based on a commercially reasonable effort. Parts/Software for EOL Systems will be provided, if available, from Black Box depot or OEM.
- 3 All pricing reflected in this Schedule A are reflective of the above system configuration and does not include or forecast for any upgrades or changes. The intention is for the contract to be true up prior to the beginning of the next annual term with any additional product and/or licenses purchased.



- 4 Remote Diagnostics requires 24X7 access and modem connection, provided by the customer. Any Service provided remotely are dependent upon access via the modem. If Customer does not provide remote access, Black Box will charge on a time and materials basis for work that could be accomplished remotely, but as a result, required an onsite presence.
- 5 On site labor are not included in this service offering. This will be billable as utilized



ProtecNet®

REMOTE SUPPORT WITH PARTS SERVICE PLAN

UNIFY OPENSOURCE

Support Solutions

The Remote Plus Parts Service plan provides parts & shipping (excluding telephone sets) and defined response times. On-site support is available at Black Box Network Services' Contract Labor Rates on a scheduled best effort basis.

SERVICE FEATURES

Support from Single Service Provider	<ul style="list-style-type: none">• One Toll-Free 800 #• Remote Labor Included During Coverage Hours• Remotely Diagnose Problem *** (Requires 24x7 Remote Access)• Materials are included with the exception of Customer Provided Servers	<ul style="list-style-type: none">• Technical Assistance Center• Alarm Monitoring 24X7 (Black Box Pass To Customer)• Manufacturer Corrective Software Updates****• Escalation to Manufacturer Technical Assistance Center ****
Defined Service Response Time	<ul style="list-style-type: none">• Coverage Hours 8am-5pm, Monday – Friday (P1 & P2 – 24X7X365)• Remote Response within Thirty (30) minutes of Initial Call for P1 and P2 service issues• Remote Response within Twenty-Four (24) Hours of Initial Call for P3 and Forty-Eight (48) Hours of Initial Call for P4 service requests	<ul style="list-style-type: none">• Black Box Network Services Holidays Included• On-Site Support Available and Billable at Black Box Network Services' Current Labor Rates (Portal to Portal, 2 Hour Minimum)
Benefits	<ul style="list-style-type: none">• Ease and Convenience of a Single Source Solution• Cost Effective Service Option• Experienced Technical Expertise	<ul style="list-style-type: none">• Designed Specifically for Environments utilizing technically trained in house staff• The Service Desk is staffed 24x7*

Service SLA descriptions - Customer Reported/ Monitored Service Issues

(P1) – Existing system or application is down or causing critical impact to business operations (System Down).

(P2) – Existing system or application is severely degraded impacting significant aspects to business operations (High Priority).

(P3) – Existing system or application is degraded but most business operations remain functional (Medium Priority).

(P4) – Information requested on products or capabilities. Little or no impact to business operations (Low Priority).

* The **Black Box Services Desk** is staffed 24x7 with personnel responsible for entering customer service requests and dispatching on-call technical support engineers for problem resolution. P3, P4 service will be provide next business day.

*** Requires **24x7 Unassisted Remote Access** to customer's system via network (VPN or other persistent connection).

**** **Unify SSP** contract required for access to corrective content and manufacture support.

Black Box support of manufacturer or OEM equipment, software and/or systems that are End of Life (EOL) will be based on a commercially reasonable effort. Parts/ Software for EOL systems we be provided, if available, from Black Box depot or OEM.



Baldwin County Commission

Agenda Action Form

File #: 21-0741, **Version:** 1

Item #: BE17

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Ronald J Cink, Budget Director

Submitted by: Ronald J Cink, Budget Director

ITEM TITLE

Resolution #2021-067 - Selection of Underwriter for Series 2021 Public Building Authority Jail Additional Warrants

STAFF RECOMMENDATION

Action Item with discussion necessary: Commissioners must select only one of the recommended underwriters listed.

Take the following actions:

1) Adopt Resolution #2021-067 choosing an underwriter for the upcoming warrant issuance of Series 2021 Public Building Authority Jail Project additional warrants. Staff recommends the Commission chose either Frazier Lanier OR Raymond James for underwriting services; and

2) Authorize staff to begin rate negotiations with the selected firm.

BACKGROUND INFORMATION

Previous Commission action/date: Trust Indenture March 5, 2020; Resolution #2021-062 March 16, 2021.

Background: Determines that it is necessary for The Public Building Authority of Baldwin County to issue additional Warrants under the Trust Indenture dated March 5, 2020 and select an underwriter for issuance.

FINANCIAL IMPACT

Total cost of recommendation: Finance Committee consisting of the Finance Chair and the Commission Chairman, in addition to the Budget Director and Clerk Treasurer, and in coordination with Stifel, will negotiate with the firm selected and a recommendation will be brought back to the Commission for rate finalization.

Budget line item(s) to be used: Funded by warrant proceeds.

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, Bradly Arant Boulton Cummings, Bond Counsel.

Reviewed/approved by: Lee Birchall

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: April 6, 2021 notify underwriter of selection.

Individual(s) responsible for follow up: Administration to fill in the Commissioners selection of underwriter on Resolution and have Chairman execute. Upload Resolution to BCAP and email to RJC for further implementation. Budget Staff to email signed adopted resolution to selected firm.

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION NO. 2021-067
OF THE
BALDWIN COUNTY COMMISSION**

BE IT RESOLVED by the **COUNTY COMMISSION** of **BALDWIN COUNTY, ALABAMA** (the "County"), as follows:

Section 1. Findings. (a) The County has determined that, in order to provide additional funds for the funding of a new jail facility (the "Facility"), it will be necessary and in the best public interest of the County for The Public Building Authority of Baldwin County to issue its Additional Building Revenue Warrants, Series 2021 (the "Warrants"), and for the County to pay the debt service on such Warrants through its lease payments to the Authority for the County's lease of the Facility from the Authority

(b) The County and its Financial Advisor, Stifel Nicolaus & Company, Incorporated recommend two prospective underwriters for the Warrants. Frazier Lanier Or Raymond James.

Section 2. Appointment of Underwriter. The County hereby confirms the appointment of _____, as Underwriter, and authorizes such Underwriter to take such action as is necessary to market the Warrants, and to sell such Warrants when, in their discretion, and upon consultation with the Authority and the County and its Financial Advisor, conditions are favorable.

Section 3. Authorization to Sign Warrant Purchase Agreement. Prior to the sale of the Warrants, the Authority will authorize and direct the Chairman of the Authority to execute a Warrant Purchase Agreement between the Authority and the Underwriter immediately following such sale.

ADOPTED this the 6th day of April 2021.

Joe Davis III, Chairman

ATTEST:

Wayne Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0646, **Version:** 1

Item #: BH1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Brian Peacock, CIS Director

Submitted by: Susan Kilby-Aaron, Business Manager

ITEM TITLE

Sale of Surplus Equipment on GovDeals.com by the Communications and Information Systems (CIS) Department

STAFF RECOMMENDATION

Authorize the sale of the following equipment from Communications and Information Systems (CIS) Department by Online Auction on GovDeals.com:

- 1) One (1) 16kVA Uninterrupted Power Supply (UPS), Symmetra LX, Serial #QD0738280564
- 2) One (1) Cisco MX700 NPP Dual 55, Telepresence Equipment, Serial #FTT193601F0

BACKGROUND INFORMATION

Previous Commission action/date: 10/19/2018

Background: On October 19, 2018, the Commission approved an Online Auction Memo of Understanding (MOU) between GovDeals, Inc. and the Baldwin County Commission. This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.

Currently, the CIS Department has two (2) assets to be auctioned on GovDeals.com. These assets are no longer in use and are surplus items and should be sold by online auction as defined by Baldwin County Commission, Policy 8.8.

FINANCIAL IMPACT

Total cost of recommendation: Incoming Revenue

Budget line item(s) to be used: Revenue - proceeds from sale of assets in General Fund

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: Makayla Shiver, Finance/Accounting and Susan Kilby-Aaron, CIS Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Makayla Shiver will coordinate the auctioning of these assets through GovDeals.com. Susan Kilby-Aaron will provide documentation as required and handle follow up activity for equipment auction.

Additional instructions/notes: N/A

0007834	16kVA Uninterrupted Power	Supply(UPS) SYMMETRA LX	PO83582 PV224398	QD0738280564	12/07/07	19,014.05	51965
0008776	CISCO MX700 NPP DUAL 55	TELEPRESENCE EQUIPMENT	VOUCH 399071	FTT193601F0	12/08/15	27,256.27	51965

GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the Baldwin County Commission ("Client"), having its principal place of business 312 Courthouse Square - Bay Minette, Alabama 36507.

- 1.0 **Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 **GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
 - 2.1 Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2 Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3 Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4 Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 **Fees:** Please elect a Flexible Pricing Option (FPO) from **Exhibit A** and enter selection below signature block on MOU page two (2).
- 4.0 **Payment:**
 - 4.1 If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Alabama.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Signature: Roger Gravley

Print Name: Roger Gravley

Title: President

Date: 10/22/2018

Memo of Understanding Contact:

Attention: Sales Support
100 Capitol Commerce Blvd, Ste 110
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salesupport@govdeals.com

Client: Baldwin County Commission

Signature: Frank Burt, Jr.

Print Name: Frank Burt, Jr.

Title: Chairman

Date: 10/19/2018

Flexible Pricing Options (FPO)

Select one from options described in **GovDeals Memo of Understanding- Exhibit A:**

Client Collects Proceeds

- ☐ Option A1 (7.5% Seller- 0% Buyer)
☐ Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

- ☐ Option B1 (7.5% Seller- 5% Buyer)
☐ Option B2 (5% Seller- 7.5% Buyer)
☐ Option B3 (2.5% Seller- 10% Buyer)
☒ Option B4 (0% Seller- 12.5% Buyer)

EXHIBIT A - Online Auction Memo of Understanding

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5% fee, but not less than \$5.00, which will be reduced according to the Tiered Fee Reduction Schedule described below. GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5% fee, but not less than \$5.00, and is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee based on the Tiered Fee Reduction Schedule described below. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, and any special fees and sales tax. GovDeals will invoice the client each month for fees on items sold in the previous month. This invoice will equal the Administrative fees collected, therefore, making the client's effective fee zero percent (0%). The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium.*

Option B2: The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

***If the Client chooses to pay the full 7.5% fee, they will have access to the Tiered Fee Reduction Schedule.**

Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

- 1. When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.**
- 2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.**
- 3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.**
- 4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.**

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact:

(Person to receive checks and invoices)

Kimberly Creech Clerk/Treasurer
Name and Title

E-Mail Address:

kcreech@baldwincountyal.gov

Phone Number:

251.937.0303

(Please choose only one option for payment)

If payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

OR:

If payment will be made by paper check, please provide the following information:

Make check payable to:

Baldwin county commission
Client's Legal Name

Mail check to:

312 Courthouse Sq, suite 11
Street Address / P.O. Box Number
Bay Minette AL 36507
City, State and Zip Code

☐ Please check here *only* if Client elects to **NOT** allow GovDeals to deduct the GovDeals fees from proceeds due the client.

Baldwin County Commission

Bay Minette, Alabama

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale "AS IS, WHERE IS." Baldwin County Commission (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. **Please note upon removal of the property, all sales are final.**

Personal and Property Risk. Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller and GovDeals from liability therefore.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate. If applicable, successful bidders will receive a Buyer's Certificate by email from GovDeals as their notice of award.

Buyer's Premium & Additional Fees. If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting Seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed. Buyers must provide any applicable tax exempt documents to Seller within 24 hours of the auction closing and before payment is made.

Removal. All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each auction page for complete removal details. A daily storage fee of \$25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on [GovDeals](#). Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



COUNTY COMMISSION

BALDWIN COUNTY
FINANCE/ACCOUNTING DEPARTMENT
312 COURTHOUSE SQUARE
SUITE 11
BAY MINETTE, ALABAMA 36507

Telephone
(251) 937-0282
Finance/Accounting Fax
(251) 239-4309
Accounts Payable Fax
(251) 580-2514

GovDeals
100 Capitol Commerce Blvd, Suite 110
Montgomery, AL 36117
866-377-1494

October 18, 2018

TO WHOM IT MAY CONCERN:

The Baldwin County Commission would like to enroll in the GovDeals Annual Volume Discount Program through our contract with Sourcewell. Our Sourcewell contract number is 87730. If you have any questions please let us know.

Thank you,


Kimberly Creech
Clerk/ Treasurer







Baldwin County Commission

Agenda Action Form

File #: 21-0694, **Version:** 1

Item #: BH2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Brian Peacock, CIS Director

Submitted by: Brian Peacock, CIS Director

ITEM TITLE

Tyler Technologies - Amendment to License and Services Agreement

STAFF RECOMMENDATION

As it relates to the License and Services Agreement between Baldwin County Commission and Tyler Technologies; effective on June 11, 2019, take the following actions:

- 1) Approve the Amendment to the License and Services Agreement and authorize the Chairman to sign all documents related to the Amendment which removes unused conversions in the amount of \$10,900.00; and
- 2) Approve and authorize the Chairman to sign all documents related to the sales quotation for Implementation Hours in the amount of \$10,500.00.

BACKGROUND INFORMATION

Previous Commission action/date: 06/04/2019

Background:

At its regularly scheduled meeting on June 4, 2019, the Commission approved and authorized the Chairman to sign all documents related to the purchase and installation of Tyler software and related services through a Sourcewell contract, formerly known as National Joint Powers Alliance, for the amount of \$1,140,220.00 with an additional estimated travel cost of \$97,270.00. Invoicing for all fees are set forth in the Investment Summary per Tyler Technologies' Invoicing and Payment Policy attached in the License and Services Agreement (Contract was effective upon full execution).

FINANCIAL IMPACT

Total cost of recommendation:

Amendment to Agreement provides a reduction of \$10,900.00

Implementation Hours \$10,500.00

Total cost of recommendation: - \$400.00

Budget line item(s) to be used: 10051965.55800

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

Not at this time; Budget staff will monitor the situation.

LEGAL IMPACT

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

David Conner, previously reviewed Tyler Technologies legal 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: Brian Peacock

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

Brian Peacock email signed copy to Tyler Technologies Contact.

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, Maine 04096
Attention: Chief Legal Officer

Additional instructions/notes: N/A



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Baldwin County, with offices at 322 Courthouse Square, Bay Minette, Alabama 36507-4809 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 11, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The following unused conversions are hereby removed from the Agreement:
 - a. Payroll – Accrual Balances, at a contract price of: \$1,500;
 - b. Payroll – Certifications, at a contract price of: \$1,400;
 - c. Payroll – Deductions, at a contract price of: \$1,800;
 - d. Payroll – Education, at a contract price of: \$1,400;
 - e. Payroll – Position Control, at a contract price of: \$1,400;
 - f. Payroll – Standard, at a contract price of: \$2,000; and
 - g. Payroll – State Retirement Tables, at a contract price of: \$1,400
2. The services set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Baldwin County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: David Regnery
Date: 1/4/2021
Quote Expiration: 7/3/2021
Quote Name: Baldwin County-ERP-Change Order 60 Hours
Quote Number: 2021-121158
Quote Description: 60 Hours Implementation

Sales Quotation For

Baldwin County
322 Courthouse Sq
Bay Minette , AL 36507-4809
Phone: +1 (251) 937-9561
Email: BPEACOCK@baldwincountyal.gov

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Implementation Hours	60	\$175	\$10,500	\$0
TOTAL:			\$10,500	\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Annual		\$0.00
Total Tyler Services	\$10,500.00	\$0.00
Total Third Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$10,500.00	\$0.00
Contract Total (Excluding Estimated Travel)	\$10,500.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____
Print Name: _____ P.O.#: _____

Comments



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 87,730.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Munis software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Baldwin County, Alabama.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current



Invoicing and Payment Policy is attached as Exhibit B.

- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply

with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-

refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.
6. Doc Origin Software. Tyler uses DocOrigin software as part of Tyler's Tyler Forms Processing software and whereas Tyler provides a site license for Tyler Forms Processing. Exhibit D, Schedule 1, Section 1.4 of the EULA does not apply to the Client's use of the Software.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
 - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
 - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us

promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE



MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains

unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of

this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your

state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Andrea L. Fravet
Name: Andrea L. Fravet
Title: Director of Legal Affairs
Date: 6/10/2019

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Baldwin County

By: Charles F. Gruber
Name: Charles F. Gruber
Title: Chairman
Date: 6/11/2019

Address for Notices:

Baldwin County
322 Courthouse Square
Bay Minette, AL 36507-4809
Attention: Brian Peacock

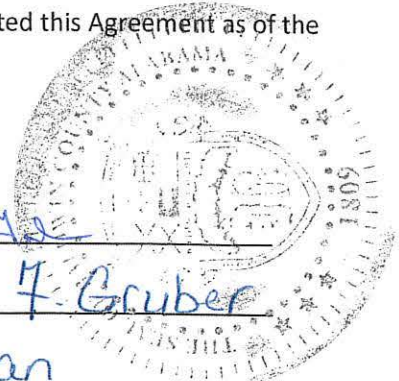




Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30)



days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248



Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services

remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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DocOrigin

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 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
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- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

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- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
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- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Quoted By: David Regnery
 Date: 7/30/2019
 Quote Expiration: 1/26/2020
 Quote Name: Baldwin County-ERP-Projects & Grants
 Quote Number: 2019-90468
 Quote Description: Projects and Grant Accounting

Sales Quotation For

Baldwin County
 322 Courthouse Sq
 Bay Minette, AL 36507-4809
 Phone +1 (251) 937-9561

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Project & Grant Accounting	\$25,400.00	48	\$8,400.00	\$7,000.00	\$40,800.00	\$4,572.00
Sub-Total:	\$25,400.00		\$8,400.00	\$7,000.00	\$40,800.00	\$4,572.00
<u>Less Discount:</u>	<u>\$3,810.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,810.00</u>	<u>\$4,572.00</u>
TOTAL:	\$21,590.00	48	\$8,400.00	\$7,000.00	\$36,990.00	\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$21,590.00	\$0.00
Total Tyler Services	\$15,400.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$36,990.00	\$0.00
Contract Total	\$36,990.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$2,740.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Project Grant Accounting - Actuals up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting - Budgets up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting Standard	\$3,000.00	\$0.00	\$3,000.00
TOTAL:			\$7,000.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: *Charles F. Gauber* Date: *September 3, 2019*
 Print Name: *Charles F. Gauber* P.O. #: _____

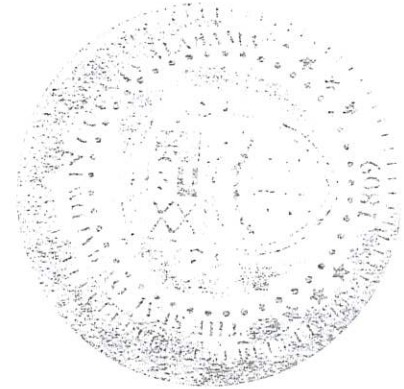
All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Financials:

Project & Grant Accounting	\$25,400.00	\$3,810.00	\$21,590.00	\$4,572.00	\$4,572.00	\$0.00
TOTAL:	\$25,400.00	\$3,810.00	\$21,590.00	\$4,572.00	\$4,572.00	\$0.00



Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

Comments

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



Baldwin County Commission

Agenda Action Form

File #: 21-0740, **Version:** 1

Item #: BJ1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Hoss Mack, Sheriff of Baldwin County

Submitted by: Connie Dudgeon, BCSO Director of Finance

ITEM TITLE

Spartan Services Group - Consulting Agreement for Screening Services for Public Safety Personnel

STAFF RECOMMENDATION

Approve the Consulting Agreement between the Baldwin County Sheriff's Office, the Baldwin County Commission and Spartan Services Group for screening services for public safety personnel and authorize the Chairman to execute the Agreement.

The Agreement will go into effect April 6, 2021, and expire on April 5, 2022, or upon written notification of termination by either party within the required thirty (30) day period.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Spartan Services offers a psychologically based screening process for public safety personnel. Their staff offers over 70 years of combined public safety service coupled with a team of public safety-oriented psychologists. The screening is law enforcement specific and of the highest quality. Assessments are completed online, at the Sheriff's Office, saving applicants additional travel time to a third-party facility. Services are timely, with results being delivered within a week, shortening the hiring process timeframe.

FINANCIAL IMPACT

Total cost of recommendation: \$340.00 per test

Budget line item(s) to be used: 10052100.51560

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration - Have Chairman execute Agreement.
Once signed, send a signed copy of Agreement to the following individuals:

Sheriff Hoss Mack - hmack@baldwincountyal.gov

Joey Sturm - jsturmssg@gmail.com

cc:

Connie Dudgeon - cdudgeon@baldwincountyal.gov

Willie Shaw Jr - wshawssg@gmail.com

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

N/A

Additional instructions/notes:



Baldwin County Commission

Agenda Action Form

File #: 21-0739, **Version:** 1

Item #: BJ2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Hoss Mack, Sheriff of Baldwin County

Submitted by: Connie Dudgeon, BCSO Director of Finance

ITEM TITLE

Transfer and Sale of Vehicles from the Baldwin County Sheriff's Office

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the transfer of the following nine (9) vehicles from the Baldwin County Sheriff's Office to the Baldwin County Commission as surplus assets; and
- 2) Authorize the Chairman to execute the Fixed Asset Change Forms; and
- 3) Authorize the sale of the vehicles on GovDeal.com per Baldwin County Policy #8.8 and the revenue from the sale of these vehicles be deposited into the General Fund.

2014 Chev Tahoe - VIN #1GNLC2E04ER216985
2014 Chev Tahoe - VIN #1GNLC2E02ER217150
2012 Chev Tahoe - VIN #1GNLC2EOXCR250958
2012 Chev Tahoe - VIN #1GNLC2EOXCR250832
2012 Chev Tahoe - VIN #1GNLC2E09CR252359
2012 Chev Tahoe - VIN #1GNLC2E06CR248429
2010 Ford Crown Vic - VIN #2FABP7BV6AX114891
2010 Ford Crown Vic - VIN #2FABP7BVOAX114885
2008 Ford Crown Vic - VIN #2FAHP71VO8X155510

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Sheriff's Office currently has nine (9) vehicles that are no longer in-service due to repairs needed and high mileage. These vehicles were purchased through the General Fund (Baldwin County Sheriff's Office budget). Due to the age and mileage of these vehicles the cost to repair them is more than what the vehicles are worth.

2014 Chev Tahoe - VIN #1GNLC2E04ER216985 - mileage 169,235
2014 Chev Tahoe - VIN #1GNLC2E02ER217150 - mileage 162,378
2012 Chev Tahoe - VIN #1GNLC2EOXCR250958 - mileage 197,407
2012 Chev Tahoe - VIN #1GNLC2EOXCR250832 - mileage 168,399
2012 Chev Tahoe - VIN #1GNLC2E09CR252359 - mileage 184,830
2012 Chev Tahoe - VIN #1GNLC2E06CR248429 - mileage 170,761
2010 Ford Crown Vic - VIN #2FABP7BV6AX114891 - mileage 170,277
2010 Ford Crown Vic - VIN #2FABP7BVOAX114885 - mileage 166,791
2008 Ford Crown Vic - VIN #2FAHP71VO8X155510 - mileage 139,401

FINANCIAL IMPACT

Total cost of recommendation: Incoming Revenue

Budget line item(s) to be used: Incoming Revenue - General Fund

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Finance/Accounting Department and Sgt. Troy Bookout.

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

Finance/Accounting Department to send titles for these vehicles to Sgt. Troy Bookout. Sgt. Bookout to list vehicles on GovDeals.com and forward paperwork back to Finance/Accounting.

Additional instructions/notes: Fixed Asset forms to John Marino for removal from Fixed Assets

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 4-6-21

Fixed Asset: 000 8576 Year: 2014

Model: Chev Tahoe

SIN: 1GINLC2E04ER216985

Tag #: 54682 CO

Mileage: 169,235

Value: _____

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office Department will be:


Transferred to: _____


Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: Sold on Gov Deals _____


Department Head relinquishing
fixed asset item


Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 4-6-21

Fixed Asset: 000 8567

Year: 2014

Model: Chev Tahoe

SIN: 1GINLC2E02ER217150

Tag #: 5467300

Mileage: 142,378

Value: _____

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office Department will be:

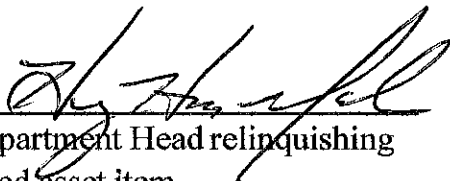
Transferred to: _____


Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: Sold on Gov Deals _____


Department Head relinquishing
fixed asset item


Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 4-6-21

Fixed Asset: 0008341

Year: 2012

Model: Chev Tahoe

SIN: 1GNLC2E0XR250958

Tag #: 5257000

Mileage: 197,407

Value: _____

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office Department will be:

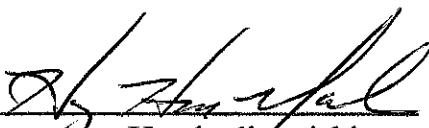
Transferred to: _____

Sold to: _____


Stored at/for: _____

Scrapped because: _____

Other: Sold on Gov Deals _____



Department Head relinquishing
fixed asset item



Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 4-6-21

Fixed Asset: 000 8356

Year: 2012

Model: Chev Tahoe

SIN: 1G1NL02E0XCR250832

Tag #: 5258600

Mileage: 168,399

Value: _____

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office Department will be:

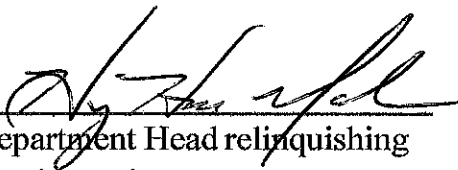
Transferred to: _____


Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: Sold on Gov Deals _____


Department Head relinquishing
fixed asset item


Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 4-6-21

Fixed Asset: 0008351

Year: 2012

Model: Chev Tahoe

SIN: 1G1NLC2E09CR252359

Tag #: 5257600

Mileage: 184,830

Value: _____

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office Department will be:

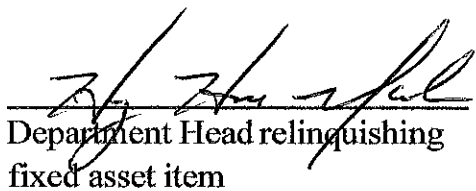
Transferred to: _____


Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: Sold on Gov Deals _____


Department Head relinquishing
fixed asset item


Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 4-6-21

Fixed Asset: 0008346

Year: 2012

Model: Chev Tahoe

SIN: 1GNLC2E06CR248429

Tag #: 52585 CO

Mileage: 170,761

Value: _____

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office Department will be:

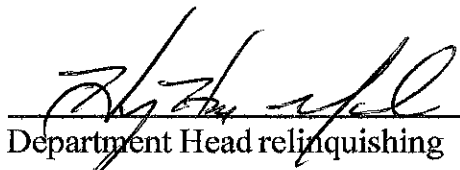
Transferred to: _____

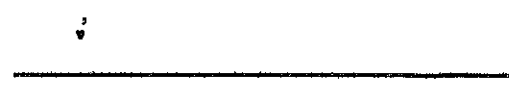
Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: Sold on Gov Deals _____


Department Head relinquishing
fixed asset item


Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 4-6-21

Fixed Asset: 0008131

Year: 2010

Model: Ford Crown Vic

SIN: 2FABP7BV6AX114891

Tag #: 5048100

Mileage: 170,277

Value: _____

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office Department will be:

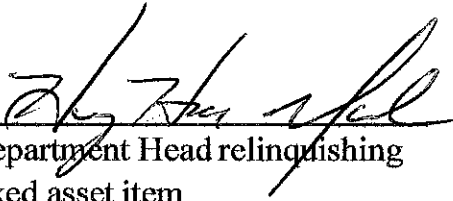
Transferred to: _____

Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: Sold on Gov Deals _____


Department Head relinquishing
fixed asset item

Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 4-6-21

Fixed Asset: 0008127

Year: 2010

Model: Ford Crown Vic

SIN: 2FABP7BVOAX114885

Tag #: 5047800

Mileage: 166,791

Value: _____

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office Department will be:

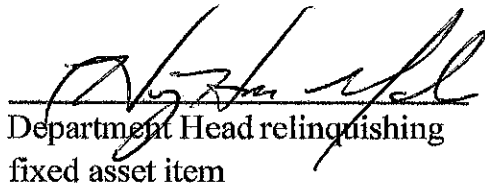
Transferred to: _____

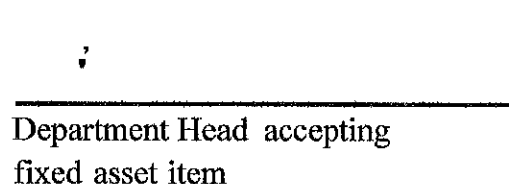
Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: Sold on Gov Deals _____


Department Head relinquishing
fixed asset item


Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 4-6-21

Fixed Asset: 0007913 Year: 2008

Model: Ford Crown Vio

SIN: 2FAHP71V08X155510

Tag #: _____

Mileage: 139401

Value: _____

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office Department will be:

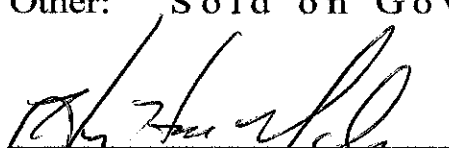
Transferred to: _____

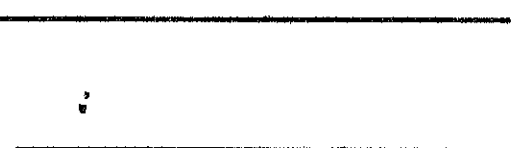
Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: Sold on Gov Deals _____


Department Head relinquishing
fixed asset item


Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED



Baldwin County Commission

Agenda Action Form

File #: 21-0744, **Version:** 1

Item #: BL1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Terri Graham, Development and Environmental Director
Suzanne Doughty, Senior Accountant

Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE

Baldwin County Solid Waste Uncollectible Residential Accounts

STAFF RECOMMENDATION

Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of \$585.00.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

01/05/2021 - Commission approved to write off \$219.00 of uncollectible residential garbage accounts.

02/02/2021 - Commission approved to write off \$69.00 of uncollectible residential garbage accounts.

02/17/2021 - Commission approved to write off \$276.00 of uncollectible residential garbage accounts.

03/16/2021 - Commission approved to write off \$450.00 of uncollectible residential garbage accounts.

The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy, Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission resolution (where forwarding address is verifiable and within Baldwin County):

1. Notice of delinquency provided. Statement contains "Past Due" watermark.

2. If account is not brought current by the first week of the following billing month, a *Notice of Show Cause Hearing* is mailed immediately.
3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney's office.
4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.
5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution.

FINANCIAL IMPACT

Total cost of recommendation: \$585.00

Budget line item(s) to be used: 511.14990 Allowance for uncollectible accounts

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: Solid Waste Collection Administration and Finance and Accounting Department

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

Additional instructions/notes: N/A

Baldwin County Solid Waste
Residential Uncollectible Accounts
April 2021

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Allen, Reuben E.	Perdido	AL	Deceased - DOD: 10/16/2020	\$ 48.00			
Gardner, Emily and Charles	Bay Minette	AL	Unable to Locate	\$ 432.00	X	X	
Kelly, Mitchell	Summerdale	AL	Deceased - DOD: 12/13/2020	\$ 105.00			
				<u>\$ 585.00</u>			



Baldwin County Commission

Agenda Action Form

File #: 21-0742, **Version:** 1

Item #: BM1

Meeting Type: BCC Work Session

Meeting Date: 4/5/2021

Item Status: New

From: Cian Harrison, Clerk Treasurer

Submitted by: Cian Harrison, Clerk Treasurer

ITEM TITLE

Amendment of Baldwin County Commission Policy #8.1 - Authority to Pay the Bills and Issue Checks

STAFF RECOMMENDATION

Amend Baldwin County Commission Policy #8.1 - Authority to Pay the Bills and Issue Checks and incorporate said policy into the Baldwin County Commission Policies and Procedures Book.

BACKGROUND INFORMATION

Previous Commission action/date: October 17, 2017

Background: Policy #8.1 - Authority to Pay the Bills and Issue Checks was last updated October 17, 2017. The policy is being amended to add an exception allowing the Clerk Treasurer to approve and pay bills related to the Emergency Rental Assistance Program for Baldwin County.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration staff to update the policy files and books.

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION

POLICY #8.1		
Subject	Authority to Pay the Bills and Issue Checks	
Date Adopted	TBD	
Agenda Item	TBD	
Obsolete Versions	October 17, 2017	Minutes Page 11 (BF1)
	March 17, 2009	Minutes Page 11
	April 20, 2010	Minutes Page 8-9
	August 17, 2010	Minutes Page 9
	November 19, 2013	Agenda Item BE4

POLICY STATEMENT

This policy describes the way bills are to be paid and checks issued.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. Bills are approved by the procedures detailed in Finance & Accountings policy, "Processing Voucher Payments."
2. Finance and Accounting prepares an agenda containing the bills to be paid at the next regularly scheduled County Commission meeting. Attached to this agenda are:
 - a) Listing of all the vendors or agencies to be paid over \$20,000.00.
 - b) A vendor summary sheet.
 - c) A detailed computer printout by fund.

3. Commissioners review the Vendor Summary list for anyone with whom they have a “related interest” and pulls these from the agenda for a separate vote.
4. A motion and second is made to approve and pay the bills not pulled and a vote is taken on this motion.
5. A motion and second is made to approve and pay the remaining bills and a vote is taken on this motion with the Commissioner who has a “related interest” with a vendor, abstaining.
6. The Commission allows the Clerk Treasurer to approve and pay bills for the following exceptions:
 - a) Sheriff payroll related vouchers
 - b) Commission payroll related vouchers
 - c) Commission credit card payments
 - d) Automobile delivery vouchers
 - e) Reoccurring utility bills
 - f) Payments required by law, contracts, or grant agreements
 - g) Other vouchers as deemed necessary by the Chairman
 - h) Election cost vouchers
 - i) Real Estate and Rights of Way Vouchers when they cannot be approved at a regular Commission meeting
 - j) Post office box rental fees
 - k) Land Redemptions
 - l) Solid Waste Refunds
 - m) Postage
 - n) Sales Tax Refunds
 - o) Highway/Solid Waste Permits
 - ~~o)p) Baldwin County Emergency Rental Assistance Program~~
7. The Finance & Accounting Department will prepare an informational agenda for the next County Commission meeting. The Staff Recommendation will be to have the agenda and attachments made part of the minutes.

FORMS/ATTACHMENTS/EXHIBITS

N/A

RELATED POLICIES

Policy #8.12 - Processing Voucher Payments



Baldwin County Commission

Agenda Action Form

File #: 21-0743, **Version:** 1

Item #: BM2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Cian Harrison, Clerk Treasurer

Submitted by: Cian Harrison, Clerk Treasurer

ITEM TITLE

County Levies for Alcohol Licenses

STAFF RECOMMENDATION

Adopt the following Alcohol Beverage Control (ABC) county license fees for upcoming Fiscal Year 2021-2022 and authorize the Chairman to execute the attached ABC form stating the adopted county license fees.

010 Lounge Retail Liquor - Class I	\$440.00
011 Lounge Retail Liquor - Class II	\$440.00
020 Restaurant Retail Liquor	\$440.00
031 Club Liquor - Class I	\$440.00
032 Club Liquor - Class II	\$1,111.00
040 Retail Beer (On or Off Premises)	\$75.00
050 Retail Beer (Off Premises Only)	\$75.00
060 Retail Table Win (On or Off Premises)	\$75.00
070 Retail Table Win (Off Premises Only)	\$75.00
080 Liquor Wholesale	\$731.50
090 Wholesale Beer Only	\$275.00
100 Wholesale Table Wine Only	\$275.00
110 Wholesale Table Wine & Beer	\$375.00
120 Warehouse License	\$291.50
130 Additional Warehouse	\$100.00
140 Special Events Retail	\$233.00
150 Special Retail - 30 Days or Less	\$147.00
160 Special Retail - More Than 30 Days	\$380.00
170 Retail Common Carrier	\$233.00
180 Manufacturer Denatured Alcohol	N/A
190 Manufacturer Alcohol Production Units	N/A
200 Manufacturer	\$121.00
210 Importer	\$250.00
220 Brewpub	\$500.00
230 International Motor Speedway	\$440.00

BACKGROUND INFORMATION

Previous Commission action/date: 03/03/2020

Background: The Baldwin County Commission annually adopts a levy for county alcoholic beverage license fees for the upcoming fiscal year. The State ABC Board collects these fees and remits them to the County which are deposited into the General Fund. Prior year amounts are as follows:

010 Lounge Retail Liquor - Class I	\$440.00
011 Lounge Retail Liquor - Class II	\$440.00
020 Restaurant Retail Liquor	\$440.00
031 Club Liquor - Class I	\$440.00
032 Club Liquor - Class II	\$1,111.00
040 Retail Beer (On or Off Premises)	\$75.00
050 Retail Beer (Off Premises Only)	\$75.00
060 Retail Table Win (On or Off Premises)	\$75.00
070 Retail Table Win (Off Premises Only)	\$75.00
080 Liquor Wholesale	\$731.50
090 Wholesale Beer Only	\$275.00
100 Wholesale Table Wine Only	\$275.00
110 Wholesale Table Wine & Beer	\$375.00
120 Warehouse License	\$291.50
130 Additional Warehouse	\$100.00
140 Special Events Retail	\$233.00
150 Special Retail - 30 Days or Less	\$147.00
160 Special Retail - More Than 30 Days	\$380.00
170 Retail Common Carrier	\$233.00
180 Manufacturer Denatured Alcohol	N/A
190 Manufacturer Alcohol Production Units	N/A
200 Manufacturer	\$121.00
210 Importer	\$250.00
220 Brewpub	\$500.00
230 International Motor Speedway	\$440.00

There are 25 types of ABC licenses. For two (2) of them, the law allows for no county license fee. For ten (10) of them, the county license fee is at the legal maximum of one-half of the state license fee. There is no maximum county license fee set by law for the remaining 13 licenses.

In Fiscal Year 2019-2020 the County increased the following license fees:

050 - Retail Beer (off Premises Only) increase by \$25.00 bringing the fee to \$75.00.

Remaining licenses not restricted by law were increased by 10%.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 04/23/2021

Individual(s) responsible for follow up: Finance & Accounting, Clerk Treasurer, Administrative Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Request the Chairman to sign the Adopted 2021-2022 levies and Administration Staff to send signed forms to the ABC Board prior to the April 23, 2021 deadline.

Alabama Alcoholic Beverage Control Division
Attn: Ms. Courtney Craig
2715 Gunter Park Drive West
Montgomery, Alabama 36109

Additional instructions/notes: N/A

COUNTY (02) BALDWIN 2021-2022

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	<u>NEW</u> LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$ 50.00	\$300.00	\$440.00	\$740.00	\$790.00
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	\$ 50.00	\$300.00	\$440.00	\$740.00	\$790.00
020 - RESTAURANT RETAIL LIQUOR	\$ 50.00	\$300.00	\$440.00	\$740.00	\$790.00
031 - CLUB LIQUOR - CLASS I	\$ 50.00	\$300.00	\$440.00	\$740.00	\$790.00
032 - CLUB LIQUOR - CLASS II	\$ 50.00	\$750.00	\$1,111.00	\$1,861.00	\$1,911.00
**					
040 - RETAIL BEER - (ON OR OFF PREMISES)	\$ 50.00	\$150.00	\$75.00	\$225.00	\$275.00
**					
050 - RETAIL BEER (OFF PREMISES ONLY)	\$ 50.00	\$150.00	\$75.00	\$225.00	\$275.00
**					
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$ 50.00	\$150.00	\$75.00	\$225.00	\$275.00
**					
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$ 50.00	\$150.00	\$75.00	\$225.00	\$275.00
080 - LIQUOR WHOLESALE	\$ 50.00	\$500.00	\$731.50	\$1,231.50	\$1,281.50
**					
090 - WHOLESALE BEER ONLY	\$ 50.00	\$550.00	\$275.00	\$825.00	\$875.00
**					
100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	\$ 50.00	\$550.00	\$275.00	\$825.00	\$875.00
**					
110 - WHOLESALE TABLE WINE & BEER COMBINED	\$ 50.00	\$750.00	\$375.00	\$1,125.00	\$1,175.00
120 - WAREHOUSE LICENSE	\$ 50.00	\$200.00	\$291.50	\$491.50	\$541.50
**					
130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	\$ 50.00	\$200.00	\$100.00	\$300.00	\$350.00
140 - SPECIAL EVENTS RETAIL	\$ 50.00	\$150.00	\$233.00	\$383.00	\$433.00
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	\$ 50.00	\$100.00	\$147.00	\$247.00	\$297.00
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	\$ 50.00	\$250.00	\$380.00	\$630.00	\$680.00
170 - RETAIL COMMON CARRIER	\$ 50.00	\$150.00	\$233.00	\$383.00	\$433.00
200 - MANUFACTURER	\$ 50.00	\$500.00	\$121.00	\$621.00	\$671.00
**					
210 - IMPORTER	\$ 50.00	\$500.00	\$250.00	\$750.00	\$800.00
**					
220 - BREWPUB	\$ 50.00	\$1,000.00	\$500.00	\$1,500.00	\$1,550.00
230 - INTERNATIONAL MOTOR SPEEDWAY	\$ 50.00	\$300.00	\$440.00	\$740.00	\$790.00
240 - NON PROFIT - TAX EXEMPT		\$0.00	N/A	N/A	N/A

* A \$50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED: _____

Authorized County Official

Title

Date



**Alabama Alcoholic Beverage Control Board
Licensing and Compliance Division**

2715 Gunter Park Drive West
Montgomery, AL 36109
Phone: 334-213-6300
Fax: 334-213-6322

February 12, 2021

MEMORANDUM

To: All Wet County Commissions

From: Summer Childers
Licensing and Compliance Division Director

Subject: County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses. In order for this program to be set up for fiscal year 2021-2022, the **attached form must be completed** listing all amounts set by your county in column three (3). **If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing "no change".**

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

<u>Type</u>	<u>Maximum County Fee</u>
Retail Beer (On or Off Premises)	\$75.00
Retail Beer (Off Premises Only)	\$75.00
Retail Table Wine (On or Off Premises)	\$75.00
Retail Table Wine (Off Premises Only)	\$75.00
Wholesale Beer Only	\$275.00
Wholesale Table Wine Only	\$275.00
Wholesale Table Wine and Beer	\$375.00
Additional Warehouse Wine or Beer or Both	\$100.00
Importer	\$250.00
Brewpub	\$500.00

Please supply us with this information no later than **April 23, 2021**. This form must be signed by an authorized county official. Please return your completed document to Courtney.Craig@abc.alabama.gov or mail to the address above. **If there are any changes in your contact information, it is your responsibility to notify the ABC Board as soon as possible.**

Received by: _____

County: _____



Baldwin County Commission

Agenda Action Form

File #: 21-0708, **Version:** 1

Item #: BN1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Submitted by: Eric Edwards, Design Tech II

ITEM TITLE

Emergency Watershed Protection (EWP) Program - Fiscal Year 2021 Project Application - Red Gully and Turberville Lane Drainage Repairs

STAFF RECOMMENDATION

Take the following actions:

1) **Rescind** the action taken by the Baldwin County Commission, during its regularly scheduled meeting on March 16, 2021, more specifically, the staff recommendation regarding Agenda Item BN6, which approved as follows:

“Take the following actions:

1) Authorize the Highway Department to submit an application for the Emergency Watershed Protection (EWP) program for repairs of the Red Gully Watershed in Montrose; and

2) Authorize the Chairman to execute the application and any project related documents.”

2) **Rescind** the action taken by the Baldwin County Commission, during its regularly scheduled meeting on March 16, 2021, more specifically, the staff recommendation regarding Agenda Item BN7, which approved as follows:

“Take the following actions:

1) Authorize the Highway Department to submit an application for the Emergency Watershed Protection (EWP) Program for repairs of the Turberville Lane Watershed in Spanish Fort; and

2) Authorize the Chairman to execute the application and any project related documents.”

3) **Authorize** the Highway Department to submit an application for the Emergency Watershed Protection (EWP) Program for repairs of the Red Gully Watershed in Montrose and the Turberville Lane Watershed in Spanish Fort; and

4) **Authorize** the Chairman to execute the application and any project related documents.

BACKGROUND INFORMATION

Previous Commission action/date: 03/16/2021

Background: On September 23, 2020, the Highway Department sent a formal request to the Natural Resources Conservation Services (NRCS) following Hurricane Sally regarding the excessive erosion and flooding that occurred on September 16, 2020. This is the formal application to request EWP funds for this project. The estimated cost of the project is \$468,968.75 which includes Financial Assistance (FA) Costs of \$436,250.00 and Technical Assistance (TA) Costs of \$32,718.75. The EWP program will fund 75% of the FA Costs (\$327,187.50) and 100% of the TA Costs (\$32,718.75). The County will fund the remaining 25% of the FA Costs (\$109,062.50).

The Red Gully and Turberville Lane Project applications were both approved during the March 16, 2021 regular Commission meeting. NRCS has requested that both projects be submitted on one application.

FINANCIAL IMPACT

Total cost of recommendation: \$109,062.50 estimated county match

Budget line item(s) to be used: TBD

If this is not a budgeted expenditure, does the recommendation create a need for funding?
Yes. If approved, a funding source will be determined.

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 have all documents executed by the Chairman and return to the Highway Department (Eric Edwards) for submission to NRCS.

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

Additional instructions/notes: N/A

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>		
* 3. Date Received: <input type="text"/>		
4. Applicant Identifier: <input type="text"/>		
5a. Federal Entity Identifier: <input type="text"/>		5b. Federal Award Identifier: <input type="text"/>
State Use Only:		
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="BALDWIN COUNTY COMMISSION"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/>		* c. Organizational DUNS: <input type="text"/>
d. Address:		
* Street1: <input type="text" value="312 COURTHOUSE SQUARE"/>		
Street2: <input type="text" value="SUITE 12"/>		
* City: <input type="text" value="BAY MINETTE"/>		
County/Parish: <input type="text" value="BALDWIN"/>		
* State: <input type="text" value="AL: Alabama"/>		
Province: <input type="text"/>		
* Country: <input type="text" value="USA: UNITED STATES"/>		
* Zip / Postal Code: <input type="text" value="365070000"/>		
e. Organizational Unit:		
Department Name: <input type="text" value="BALDWIN COUNTY HWY DEPARTMENT"/>		Division Name: <input type="text"/>
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/> * First Name: <input type="text" value="JOEY"/>		
Middle Name: <input type="text"/>		
* Last Name: <input type="text" value="NUNNALLY"/>		
Suffix: <input type="text"/>		
Title: <input type="text" value="COUNTY ENGINEER"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="2519370371"/>		Fax Number: <input type="text"/>
* Email: <input type="text" value="jnunnally@baldwincountyal.gov"/>		

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

NRCS

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

2DEF

* Title:

EMERGENCY WATERSHED PROTECTION PROGRAM - RECOVERY

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Turberville Ln and Red Gully

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="359,906.25"/>
* b. Applicant	<input type="text" value="109,062.50"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="468,968.75"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

BUDGET NARRATIVE – EWP Project Turberville Ln and Red Gully

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$468,968.75

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$327,187.50 + 25% Sponsor \$109,062.50): \$436,250.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$32,718.75

2. NRCS pays up to **75** percent of eligible construction costs, and Sponsor pays **25** percent of construction costs. NRCS will contribute up to **7.5** percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.
3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.
4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.
5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include
 - a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.
 - b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.
6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Budget Narrative

(NOTE: The Budget Narrative is the justification of 'how' and/or 'why' a line item helps to meet the program deliverables.)

A. Salary –	Total: \$0
B. Fringes –	Total: \$0
C. Travel –	Total: \$0
D. Equipment	Total: \$0
E. Supplies	Total: \$0
F. Contractual	Total: \$0
G. Construction	Total: \$109,062.50
Paid to contractor for Sponsor's 25% funding obligation	
H. Other	Total: \$0
I. Total Direct Costs	Total: \$109,062.50
J. Indirect Costs	Total: \$0
K. Total	<u>\$109,062.50</u>

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2. Land, structures, rights-of-way, appraisals, etc.	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
3. Relocation expenses and payments	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
4. Architectural and engineering fees TA	\$ <input type="text" value="32,718.75"/>	\$ <input type="text"/>	\$ <input type="text" value="32,718.75"/>
5. Other architectural and engineering fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
6. Project inspection fees	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
7. Site work	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
8. Demolition and removal	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9. Construction FA	\$ <input type="text" value="436,250.00"/>	\$ <input type="text"/>	\$ <input type="text" value="436,250.00"/>
10. Equipment	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
11. Miscellaneous	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
12. SUBTOTAL (sum of lines 1-11)	\$ <input type="text" value="468,968.75"/>	\$ <input type="text"/>	\$ <input type="text" value="468,968.75"/>
13. Contingencies	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
14. SUBTOTAL	\$ <input type="text" value="468,968.75"/>	\$ <input type="text"/>	\$ <input type="text" value="468,968.75"/>
15. Project (program) income	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ <input type="text" value="468,968.75"/>	\$ <input type="text"/>	\$ <input type="text" value="468,968.75"/>
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X <input type="text" value="75"/> % FA Total Federal Funding		\$ <input type="text" value="359,906.25"/>

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <div style="border: 1px solid black; padding: 5px;">Joe Davis III</div>	TITLE <div style="border: 1px solid black; padding: 5px;">Chairman</div>
APPLICANT ORGANIZATION <div style="border: 1px solid black; padding: 5px;">Baldwin County Commission</div>	DATE SUBMITTED <div style="border: 1px solid black; padding: 5px;">04/06/2021</div>

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Baldwin County Commission

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr.

* First Name: Joe

Middle Name:

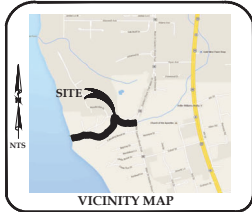
* Last Name: Davis

Suffix: III

* Title: Chairman

* SIGNATURE:

* DATE: 04/06/2021



REQ'D: STA. 11+50
 -TREE / DEBRIS / CHANNEL CLEARING
 -GABION WEIR MAT (REMOVAL)
 -GABION WEIR MAT (NEW)
 -20 SY OF TERMINUS CL. 2 RIP-RAP (20 TONS)
 -SELECT EARTHFILL

REQ'D: STA. 11+50
 -100 SY CL. 2 RIP-RAP
 PROTECTION (90 TONS)

REQ'D: STA. 16+00
 -ARMOUR EMBANKMENT W/ 50 SY CL.
 2 RIP-RAP PROTECTION (45 TONS)
 -KEY DEBRIS TOE OF SLOPE

STA. 19+00
 EXIST. RIP-RAP
 PROTECTION

REQ'D: STA. 22+00
 -ARMOUR EMBANKMENT W/ 88 SY CL. 2
 RIP-RAP PROTECTION (75 TONS)
 -KEY DEBRIS TOE OF SLOPE

REQ'D: STA. 7+00
 -TREE / DEBRIS / CHANNEL CLEARING
 -GABION WEIR MAT (REMOVAL)
 -GABION WEIR MAT (NEW)
 -20 SY OF TERMINUS CL. 2
 RIP-RAP (20 TONS)
 -SELECT EARTHFILL

REQ'D: STA. 2+75-3+25
 -KEY TREE DEBRIS @ TOE OF SLOPE
 -ARMOUR EMBANKMENT W/ 70 SY,
 CL. 2 RIP-RAP (12" THICK)
 (65 TONS)

REQ'D:
 -TREE / DEBRIS / CHANNEL CLEARING
 -REMOVAL FROM CHANNEL AND
 PLACE @ STA. 3+00

REQ'D: STA. 4+00-5+60
 -TREE / DEBRIS REMOVAL
 -10' TO 12' HIGH GABION WALL
 -20 SY OF TERMINUS CL. 2 RIP-RAP
 (20 TONS)

REQ'D: STA. 13+80-14+40
 -SELECT EARTHFILL BEHIND EXIST. WALL
 -51 TONS OF CL. 2 RIP-RAP @ TOE WALL
 -10 SY OF TERMINUS CL. 2 RIP-RAP
 (10 TONS)

REQ'D: STA. 17+90-18+90
 -RETAINING WALL REMOVAL
 -100 LF OF CANTILEVER SHEET PILE
 -10' TO 12' HIGH GABION WALL
 -20 SY OF TERMINUS CL. 2 RIP-RAP (20 TONS)
 -SELECT EARTHFILL

REQ'D: STA. 19+70-20+20
 -TREE / DEBRIS / CHANNEL CLEARING
 -GABION WEIR MAT (REMOVAL)
 -GABION WEIR MAT (NEW)
 -8' TO 9' HIGH GABION WALL (2 @ 50 LF)
 -20 SY OF TERMINUS CL. 2 RIP-RAP (20 TONS)

LEGEND

- CL. 2 RIP-RAP FOUND
- CL. 2 RIP-RAP TO BE REMOVED
- CL. 2 RIP-RAP TO BE RETAINED
- CL. 2 RIP-RAP TO BE REPLACED
- CL. 2 RIP-RAP TO BE SELECTED
- CL. 2 RIP-RAP TO BE SELECTED
- CL. 2 RIP-RAP TO BE SELECTED
- CL. 2 RIP-RAP TO BE SELECTED
- CL. 2 RIP-RAP TO BE SELECTED
- CL. 2 RIP-RAP TO BE SELECTED



DRAINAGE OVERVIEW
RED GULLEY REPAIR PROJECT
BALDWIN COUNTY COMMISSION

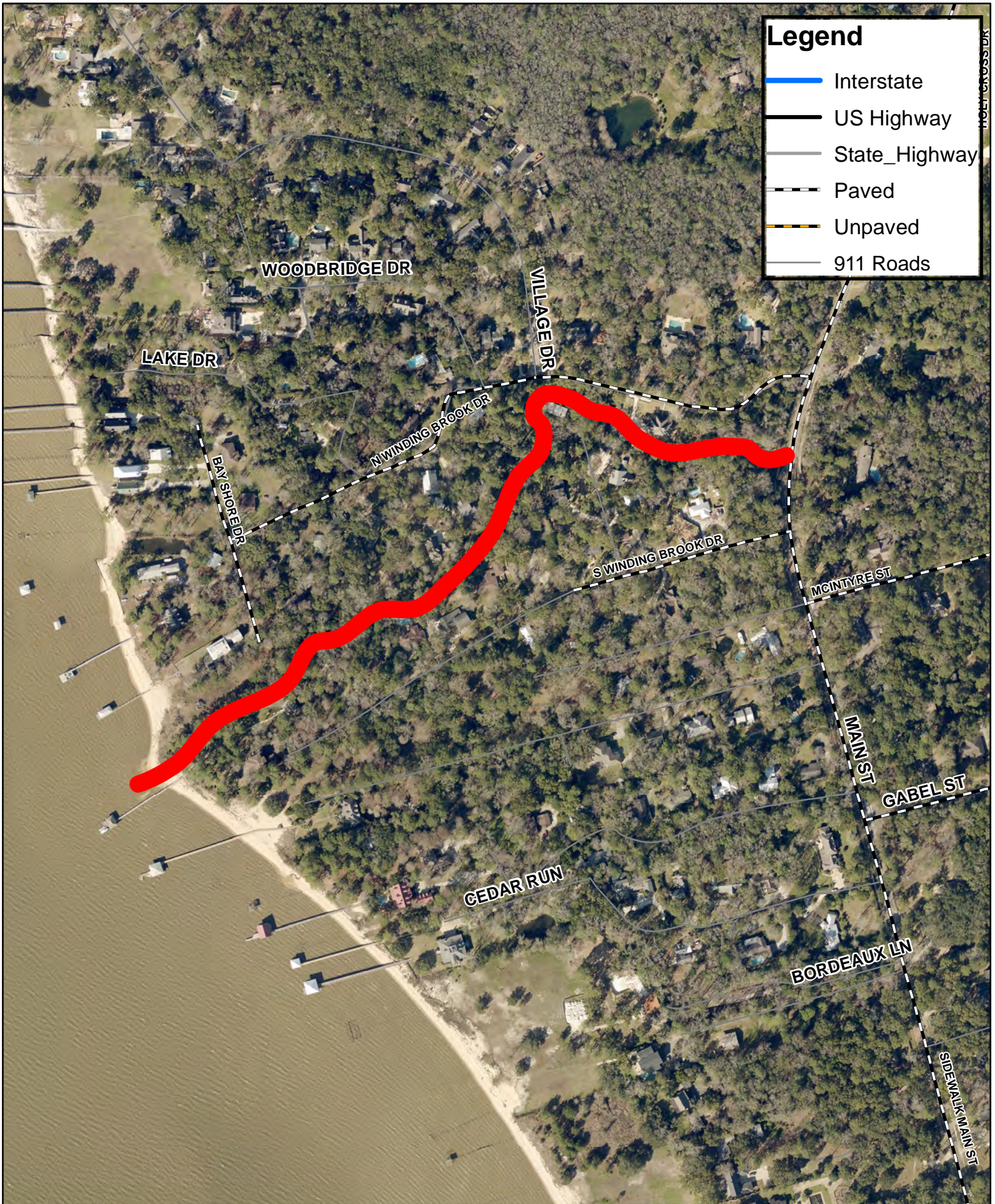
SCALE: 1"=40'
DATE: JANUARY, 2021
DRAWN BY: JC
CHECKED BY: SD
SHT. NO. 1 OF 1



Red Gully Damage Site

Legend

- Interstate
- US Highway
- State_Highway
- Paved
- Unpaved
- 911 Roads

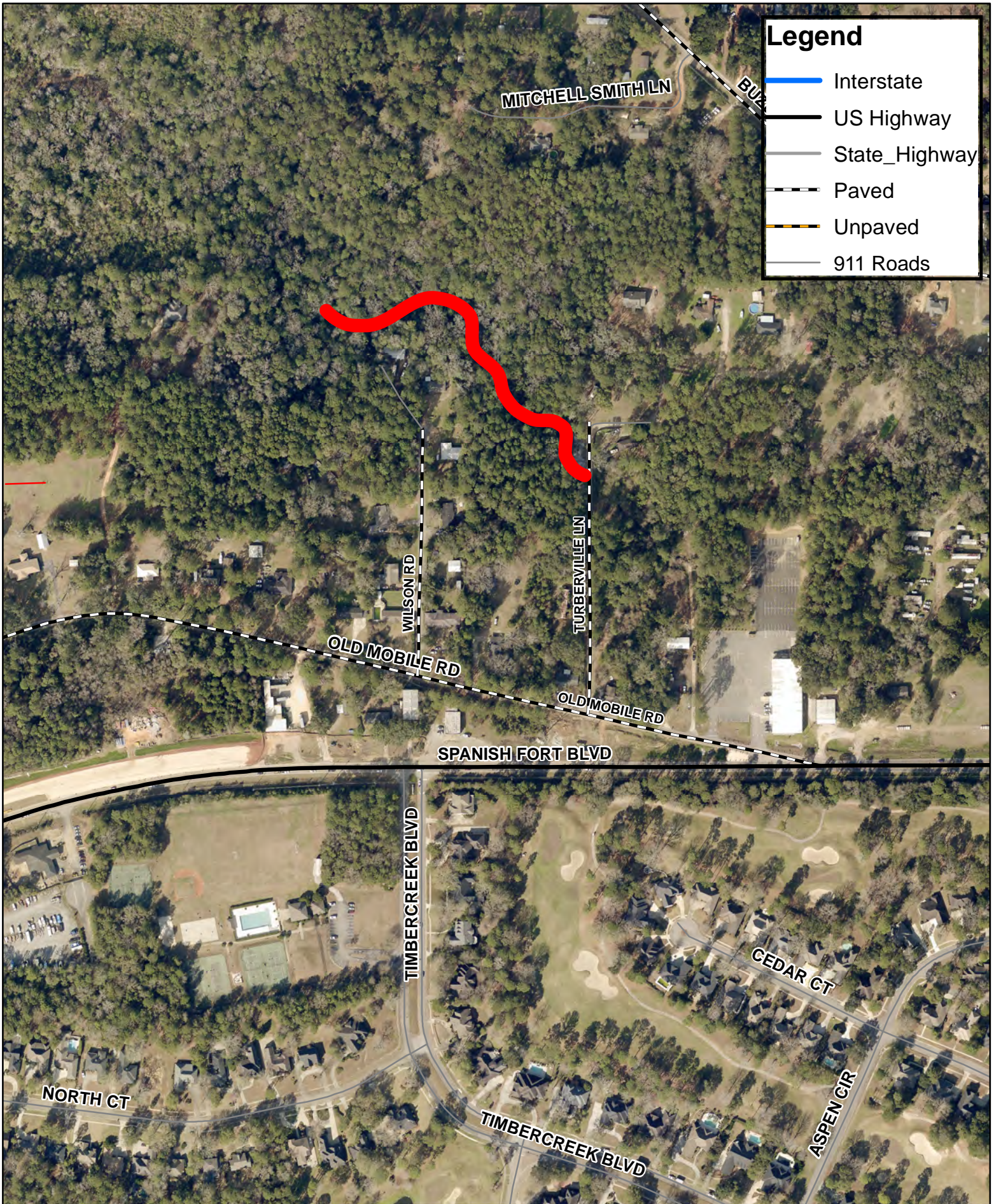




Turberville Lane Damage Site

Legend

- Interstate
- US Highway
- State_Highway
- Paved
- Unpaved
- 911 Roads





Baldwin County Commission

Agenda Action Form

File #: 21-0693, **Version:** 1

Item #: BN2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Submitted by: Eric Edwards, Design Tech II

ITEM TITLE

Fiscal Year 2021 Resurfacing Projects - Group 2 - Request for Permission to Advertise

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Purchasing Director to place a competitive bid for the attached Fiscal Year 2021 Resurfacing Projects (Group 2) as the design plans are completed; and
- 2) Authorize the Chairman to execute any project related documents.

BACKGROUND INFORMATION

Previous Commission action/date:

September 22, 2020 - The Commission adopted Resolution #2020-127 which adopted the Baldwin County Fiscal Year 2020-2021 Budget.

Background: The Highway Department is requesting permission to place a competitive bid for Group 2 of the Fiscal Year 2021 budgeted resurfacing projects. The Design Project Manager will forward the advertisement for the project group to the Purchasing Director to place a competitive bid as design plans are completed.

FINANCIAL IMPACT

Total cost of recommendation: \$2,437,365.00

Budget line item(s) to be used: Various Highway Project Accounts

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

Fiscal Year 2021 Budget includes these projects - total budgeted \$2,437,365.00

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up:

Highway Design Staff will submit advertisement to the Purchasing Director as plans are completed.

Purchasing Director will advertise projects for a competitive bid.

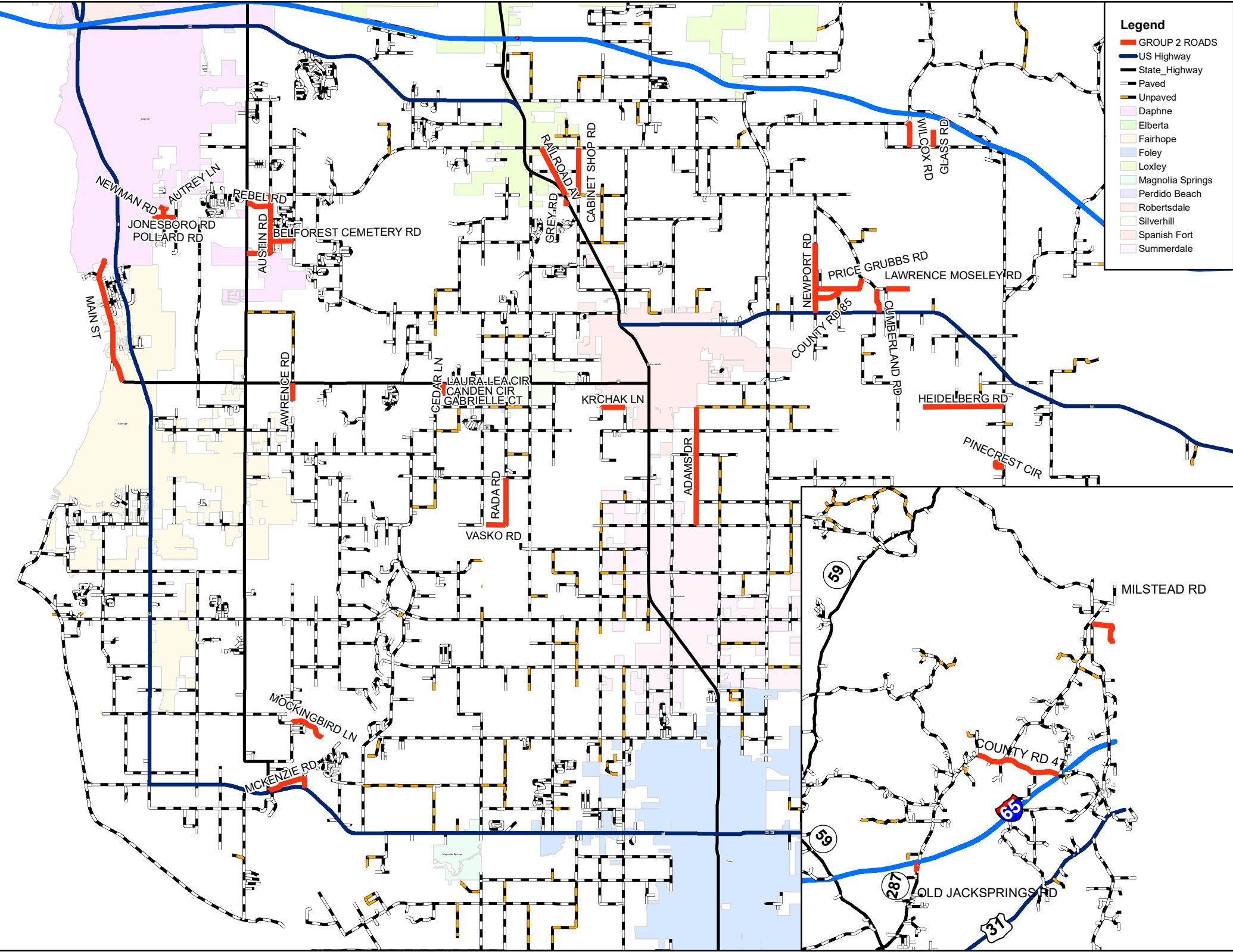
Action required (list contact persons/addresses if documents are to be mailed or emailed):

N/A

Additional instructions/notes: N/A

Project No.	Road Name	From / To	Estimate
HW21003000	MILSTEAD RD	LOTTIE RD TO EOM	\$ 146,108
HW21002000	CR 47	RABUN RD TO I-65	\$ 348,070
HW21001000	OLD JACK SPRINGS RD	RABUN RD TO EOM	\$ 24,796
HW21035000	GLASS RD	PATTERSON RD TO EOM	\$ 27,802
HW21034000	WILCOX RD	PATTERSON RD TO CR 64	\$ 51,430
HW21030000	LAWRENCE MOSELEY RD	CR 62 N TO LANDERS LN	\$ 37,571
HW21031000	CUMBERLAND RD	CR 62 N TO SR 90	\$ 52,098
HW21027000	PRICE GRUBBS RD	NEWPORT RD TO CR 62 N	\$ 96,848
HW21028000	NEWPORT RD	CR 85 TO 1.16 MILES NORTH	\$ 96,848
HW21029000	CR 85	PRICE GRUBBS RD TO 0.92 MILES SOUTH	\$ 76,811
HW21010000	HEIDELBERG RD	PRICE LN TO CR 87	\$ 143,603
HW21009000	PINECREST CIR	CR 87 TO EOM	\$ 34,899
HW21008000	ADAMS DR	FAIRGROUND RD TO CR 36	\$ 220,914
HW21033000	CABINET SHOP RD	HINOTE GLASS RD TO CR 64	\$ 75,892
HW21032000	RAILROAD AV	HINOTE GLASS RD TO CR 64	\$ 99,061
HW21026000	GREY RD	HELSEL LN TO SR 59	\$ 5,970
HW21011000	KRCHAK LN	CR 65 TO 0.51 MILES W	\$ 38,322
HW21007000	VASKO RD	RADA RD TO EOM	\$ 32,519
HW21006000	RADA RD	CR 48 TO VASKO RD	\$ 84,325
HW21004000	MCKENZIE RD	SR 181 TO SR 98	\$ 76,644
HW21005000	MOCKINGBIRD LN	ROBIN RD TO EOM	\$ 68,462
HW21014000	CEDAR LN	SR 104 TO GABRIELLE CT	\$ 21,039
HW21012000	LAURA-LEA CIR	CEDAR LN TO EOM	\$ 4,592
HW21013000	CANDEN CIR	CEDAR LN TO EOM	\$ 6,679
HW21015000	GABRIELLE CT	CEDAR LN TO EOM	\$ 4,801
HW21016000	LAWRENCE RD	SR 104 TO EOM	\$ 28,554
HW21017000	MAIN ST	RYAN AVE TO SR 104	\$ 271,509
HW21022000	JONESBORO RD	POLLARD RD TO FRIENDSHIP RD	\$ 20,873
HW21019000	POLLARD RD	JONESBORO RD TO EOM	\$ 21,916
HW21021000	NEWMAN RD	AUTREY LN TO POLLARD RD	\$ 11,271
HW21018000	NEWMAN RD	AUTREY LN TO 0.10 MILES W	\$ 6,679
HW21020000	AUTREY LN	NEWMAN RD TO EOM	\$ 5,260
HW21024000	AUSTIN RD	CR 64 TO ADELE DR	\$ 114,381
HW21025000	BELFOREST CEMETERY RD	AUSTIN RD TO CR 54 W	\$ 41,745
HW21023000	REBEL RD	AUSTIN RD TO SR 181	\$ 39,073
GROUP 2 TOTAL:			\$ 2,437,365

- Legend**
- GROUP 2 ROADS
 - US Highway
 - State_Highway
 - Paved
 - Unpaved
 - Daphne
 - Elberta
 - Fairhope
 - Foley
 - Loxley
 - Magnolia Springs
 - Perdido Beach
 - Robertsdale
 - Silverhill
 - Spanish Fort
 - Summerdale





Baldwin County Commission

Agenda Action Form

File #: 21-0720, **Version:** 1

Item #: BN3

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Joey Nunnally P.E., County Engineer

Submitted by: John Sedlack, Design Tech III

ITEM TITLE

Resolution #2021-065 - High Risk Rural Road Program (HRRR) Construction Agreement with the Alabama Department of Transportation (ALDOT) for the Installation of Enhanced Curve Markers and Edge Rumble Strips

STAFF RECOMMENDATION

Adopt Resolution #2021-065 and approve the High Risk Rural Road Program (HRRR) Construction Agreement with the Alabama Department of Transportation (ALDOT) for the installation of enhanced curve markers and edge rumble strips on County Road 9 from US Highway 98 to County Road 48 and County Road 47 from Interstate 65 / State Road 287 to US Highway 31. Funding is subject to availability of Federal Aid Funds at the time of authorization.

Agreement shall be effective on the date of the approval by the Governor of Alabama and shall terminate on September 30, 2021, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The State may unilaterally extend the time of the agreement.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Highway Department has been awarded an ALDOT Fiscal Year 2021 HRRR safety project to increase safety and reduce "run off the road" crashes on County Road 9 and County Road 47. The measures proposed will include adding enhanced pavement makers in the curves and edge line rumble strips along the entire roadway.

FINANCIAL IMPACT

Total cost of recommendation: \$150,310.66. Of this amount, ALDOT is funding 90% (\$135,279.59) and Baldwin County will fund the remaining 10% (\$15,031.07) from FY 21 approved budget.

Budget line item(s) to be used: HW21109000-4CONTRCN-4CONTR SRV-4CONTRACT

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
No (standard ALDOT agreement)

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up:

Commission Staff prepare correspondence, have Resolution and Agreement fully executed by Chairman and return to John Sedlack in Highway Department.

Highway Department staff to forward to the Alabama Department of Transportation for final execution.

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

Contact:

Mr. James Boyer, P.E.
Deputy Bureau Chief
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36610

Additional instructions/notes: N/A

**CONSTRUCTION
AGREEMENT
FOR A
HIGH RISK RURAL ROADS PROGRAM
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
BALDWIN COUNTY COMMISSION**

**Project No. HRRR-0221()
County Project No. HW21109000
CPMS Ref# 100072709**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Baldwin County Commission, Alabama [REDACTED] hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the installation of enhanced curve markers and edge rumble strips on CR-9 from US-98 to CR-48 and CR-47 from I-65/SR-287 to US-31; HRRR-0221(); County Project No. HW21109000; CPMS Ref# 100072709.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Cost for the project will be financed, when eligible for Federal participation, on the basis of 90 percent High Risk Rural Roads funds (HRRR) and 10 percent COUNTY funds. Any deficiency in Federal Aid or overrun in costs will be borne by the COUNTY from COUNTY funds unless approved in writing by the STATE. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 90% of eligible costs, whichever is less.

- B. **Estimated Cost:** The estimated cost and participation by the various parties is as follows:

ESTIMATED COSTS

HRRR Funds	\$135,279.59
County Funds – 10% HRRR Match	<u>\$ 15,031.07</u>
TOTAL (Incl CE&I & Indirect Cost)	\$150,310.66

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY. This agreement shall terminate on September 30, 2021, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The COUNTY agrees that the STATE may unilaterally extend the time of the agreement.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the

STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use COUNTY Forces, the Construction for the project will be performed by the COUNTY at actual costs for labor, materials, and equipment, as approved by the STATE.”

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney’s fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law and comply with the Department’s Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
 All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
 The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
 The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.
 The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.
- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 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 be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Baldwin County, Alabama

By: _____
County Administrator (Signature)

By: _____
As Chairman (Signature)

Print Name of County Administrator
(AFFIX SEAL)

Print Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer
STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS ____ DAY OF _____, 20 ____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER 2021-065

BE IT RESOLVED, by the Baldwin County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for the:

Installation of enhanced curve markers and edge rumble strips on CR-9 from US-98 to CR-48 and CR-47 from I-65/SR-287 to US-31; HRRR-0221(); County Project No. HW21109000; CPMS Ref# 100072709;

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Administrator and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting County Administrator of Baldwin County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _____ day of _____, 20____, and that such resolution is on file in the County Administrator's Office.

ATTESTED:

County Administrator

Chairman

_____ day of _____, 20____, and that such resolution is of record in the office of the County Administrator.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 20____.

County Administrator

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

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EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H

Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not 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. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTY'S CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal 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.
- b. 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 Federal 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, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama 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 of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE



Baldwin County Highway Department
County Rd 9 from US 98 to CR 48 - approx. 9 miles





**Baldwin County Highway Department
County Rd 47 from I-65 to US 31 - approx. 13 miles**

0 0.3 0.6 0.9 1.2
Miles





Baldwin County Commission

Agenda Action Form

File #: 21-0732, **Version:** 1

Item #: BN4

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer
Sarah Hart Sislak, MPO Coordinator

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Resolution #2021-066 - Proposed Changes to the Urban Area Designation Criteria

STAFF RECOMMENDATION

Adopt Resolution #2021-066 in opposition to the proposed changes to the Urban Area Designation Criteria by the U.S. Census Bureau.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The U.S. Census Bureau defines urban areas based on certain criteria that is reviewed with each decennial Census. For the 2020 Census, the Bureau is proposing changes to the Urban Area Designation Criteria that could potentially impact the Eastern Shore MPO in a negative way. The proposed criteria is now available for public comment until May 20, 2021. The Eastern Shore MPO Policy Board is requesting each of its member governments to adopt a Resolution of Opposition for submission to the U.S. Census Bureau during the comment period.

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 have Resolution executed by Chairman and return to Sarah Hart Sislak for submission to the U.S. Census Bureau.

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2021-066
OF THE
BALDWIN COUNTY COMMISSION**

**REGARDING PROPOSED CHANGES TO THE URBAN AREA DESIGNATION
CRITERIA.**

WHEREAS, the Baldwin County Commission (BCC) is a member of the Eastern Shore Metropolitan Planning Organization (MPO); and

WHEREAS, the MPO was formed in 2012 to assist with transportation planning in the defined urbanized area in Baldwin County which includes the City of Spanish Fort, the City of Fairhope, the City of Daphne, the Town of Loxley, and the unincorporated areas of Baldwin County; and

WHEREAS, the MPO receives federal funding to plan and implement road and bridge projects, public transit, bicycles and pedestrians, freight, and other modes of transportation to accommodate the area's growth; and

WHEREAS, the U.S. Census Bureau has proposed changes to the Urban Area Designation Criteria for 2020 Census; and

WHEREAS, the following proposed changes could potentially impact the Eastern Shore MPO:

- Housing unit density equal to 1,000 persons/square mile threshold
- Qualify urban areas based on a minimum threshold of 4,000 housing units or 10,000 persons instead of a minimum threshold of 2,500 persons
- Maximum distances of jumps
- No longer distinguishing between types of urban areas
- No longer include the low density hop or jump "corridor" in the urban area
- No longer include low-density territory located within indentations formed during the urban area delineation process; and

WHEREAS, the proposed changes listed above raise serious concerns with significantly reducing or possibly eliminating the Eastern Shore as an urbanized area; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the Baldwin County Commission hereby strongly opposes the proposed Urban Area Designation Criteria and urges the U.S. Census Bureau to reject the proposal.

DONE, at the County Seat, in Bay Minette, Alabama, and under the Seal of Baldwin County, Alabama, as affixed on this the 6th day of April 2021.

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0723, **Version:** 1

Item #: BQ1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wayne Dyess, County Administrator

Matthew Brown, Director of Transportation

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Baldwin Regional Area Transportation System - Employment of One (1) Accounting Manager Position

STAFF RECOMMENDATION

Approve the employment of Ann Simpson to fill the open Accounting Manager position (PID #5597) at a grade S319 (\$84,000.00 annually), with said salary due to specialized experience, to be effective no sooner than April 12, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Accounting Manager position was newly created in February 2021. The Director of Transportation respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$84,000.00 - budgeted

Budget line item(s) to be used: 14351930.51130

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 #: 21-0726, **Version:** 1

Item #: BQ2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Harry D'Olive, Probate Judge

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Probate Office - Employment of One (1) License Revenue Officer I Position

STAFF RECOMMENDATION

Approve the employment of Rose Andrews to fill the open License Revenue Officer I position (PID #3054) at a grade 306 (\$14.60 per hour / \$30,368.00 annually) to be effective no sooner than April 12, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The License Revenue Officer I position was vacated in March 2021. The Probate Judge respectfully requests the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$30,368.00 - budgeted

Budget line item(s) to be used: 10051300.51130

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 #: 21-0737, **Version:** 1

Item #: BQ3

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Teddy Faust, Revenue Commissioner

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Revenue Commission - Employment of One (1) Collections Support Technician I Position

STAFF RECOMMENDATION

Approve the employment of Cindy Leger to fill the open Collections Support Technician I position (PID #5338) at a grade 305 (\$13.91 per hour / \$28,932.80 annually) to be effective no sooner than April 12, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Collections Support Technician I position was vacated in November 2020. The Revenue Commissioner respectfully requests the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$28,932.80 - budgeted

Budget line item(s) to be used: 10051600.51130

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 #: 21-0736, **Version:** 1

Item #: BQ4

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wayne Dyess, County Administrator

Kim Peacock, Animal Shelter Manager

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Animal Shelter - Position Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Abolish the vacant Animal Control Technician position (PID #5540) pay grade 304; and
- 2) Abolish the part-time Animal Control Technician position (PID #PT54) pay grade 304; and
- 3) Create a Senior Animal Control Technician position (PID #TBD) pay grade 307; and
- 4) Approve the updated position description for Senior Animal Control Technician; and
- 5) Approve the updated organizational chart for the Animal Shelter.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In an effort to delegate duties and streamline processes, the Animal Shelter Manager respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$16,334.60 savings

Budget line item(s) to be used: 10955410.51130

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

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

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Senior Animal Control Technician

Department: Animal Control

Job Analysis: July 2017, June 2018, March 2019, Oct 2019, April 2021

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: Animal Resource Supervisor, Animal Shelter Manager, County Administrator

Subordinate Staff: None

Other Internal Contacts: All County Employees

External Contacts: Citizens, Elected Officials, Veterinarians, General Public

Status: Classified/Non-Exempt (307)

Job Summary

Intake Option - This position focuses on the care and maintenance of the animal shelter facility and impounded animals. Employees in this class may supervise employees and perform functions related to that supervision and other duties as assigned.

Adoption Building Option - This position focuses on the care and maintenance of the animal shelter facility. Employees in this class may supervise employees and perform functions related to that supervision and other duties as assigned as the intake duties and/or adoption duties.

Job Domains

1. Feeds, waters, exercises, and grooms impounded animals.
2. Evaluates animal behaviors, health, etc.
3. Monitors animals for illness, disease, and/or injury.
4. Enters data and information into a computerized system for animals processed into the shelter.
5. Ensures animals are properly tagged and penned.
6. Assists the Animal Placement Specialist when needed.
7. Assists the Animal Control Technicians when needed.
8. Assists in maintaining and monitoring supplies and inventory related to food, medications, and vaccinations.

9. Administers medications and vaccinations.
10. Interacts with the public to provide adoption of available pets and to ensure the return of animals to the proper owners.
11. Assists in offsite adoption and fundraising events when necessary.
12. Performs Animal Resource Supervisor duties in the absence of the Animal Resource Supervisor as needed.
13. Uses appropriate tools to handle animals in a manner that protects the safety of the employee, animal, coworkers, and the public.
14. Trains new employees as assigned by the Animal Resource Supervisor.
15. Transports animals to the veterinarian.
16. Prepares and maintains data as necessary.
17. Works weekends on a rotational basis as assigned.
18. Performs related work as required.

Knowledge, Skills, and Abilities

1. Thorough knowledge of animals and experience in handling them, as well as the equipment used.
2. Thorough knowledge of safety practices and procedures in dealing with animals.
3. Thorough knowledge of laws and ordinances governing the control of animals.
4. Good knowledge of general police powers authorized by ordinances.
5. Ability to maintain financial records and prepare and administer budgets.
6. Ability to develop work procedures and methods.
7. Ability to read, interpret and explain animal control laws, ordinances and regulations.
8. Ability to perform strenuous tasks such as lifting, carrying, crawling and running.
9. Ability to understand and explain general policies of animal control and shelter operations, including euthanasia information.
10. Ability to exercise good judgment and discretion when dealing with sensitive subjects, such as euthanasia of animals.
11. Ability to maintain professionalism in all aspects of work.
12. Ability to compile and present oral and written reports.
13. Ability to safely operate a motor vehicle and travel to locations within the community.
14. Ability to communication, both orally and in writing.
15. Ability to establish and maintain effective working relationships with public officials, employees and the general public.
16. Hear well enough to respond to verbal communication and to use the telephone.
17. Manual dexterity to write and type.

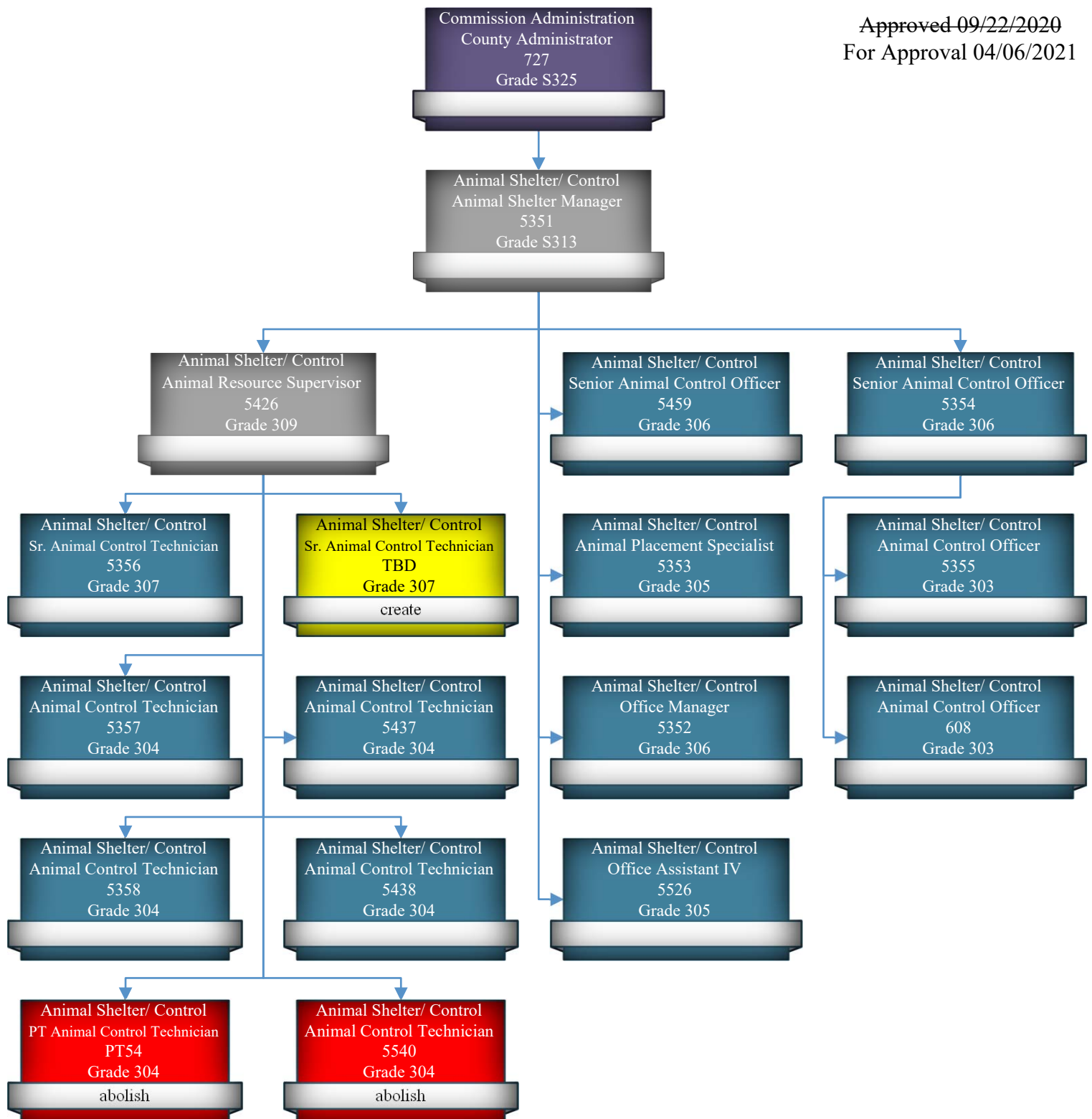
Other Characteristics

1. Willingness to work overtime and non-standard hours as required.
2. Be willing and available to attend training related to job.
3. Injuries from animals pose a work hazard for employees in this class.

Minimum Requirements

1. Possess a valid driver's license and be insurable by the County's insurance standards.

2. High school diploma or equivalent.
3. Minimum of three (3) years' experience dealing with a variety of animal situations, or a combination of education and experience equivalent to these requirements.





Baldwin County Commission

Agenda Action Form

File #: 21-0733, **Version:** 1

Item #: BQ5

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Finance and Accounting Department - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Makayla Shiver from the Junior Staff Accountant (PID #5220) grade S312 (\$45,746.15 annually) to fill the open Staff Accountant position (PID #413) grade S313 (\$49,405.84 annually); and
- 2) Approve the promotion of Amanda Cunningham from the Assistant Accounts Payable Supervisor (PID #4089) grade 311 (\$19.856 per hour / \$41,300.48 annually) to fill the open Junior Staff Accountant (PID #5220) grade S312 (\$44,603.52 annually); and
- 3) Approve the promotion of Katrina Taylor from the MPO Technician I position (PID #5350) grade 308 (\$16.668 per hour / \$34,669.44 annually) in the MPO Department (146/51932) to fill the open Grants Coordinator position (PID #5548) grade S316 (\$53,217.00 annually) in the Finance and Accounting Department.

These actions will be effective no sooner than April 12, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Staff Accountant position was vacated in March 2021 and the Grants Coordinator position was created in February 2021. The Clerk/Treasurer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$147,226.36 - budgeted

Budget line item(s) to be used: 10051700.51130

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 #: 21-0734, **Version:** 1

Item #: BQ6

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Subdivision) - Promotion of Employee

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of John Lundy from the Engineering Technician II position (PID #1072) grade 311 (\$28.401 per hour / \$59,074.08 annually) to fill the Engineering Technician III (Permit Option) position (PID #5380) at a grade 312 (\$30.673 per hour / \$63,799.84 annually) to be effective no sooner than April 12, 2021; and
- 2) Approve the updated position description for Engineering Technician II (Permit Option).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Engineering Technician III position was vacated in February 2021. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$63,799.84 - budgeted

Budget line item(s) to be used: 11153150.51130

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 #: 21-0724, **Version:** 1

Item #: BQ7

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Ron Cink, Budget Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Sales, Use, and License Tax Department - Position Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Samulyn Parker from the Revenue Clerk II position (PID #5370) at a grade 309 (\$19.356 per hour / \$40,260.48 annually) to fill the open Audit Compliance Officer Trainee position (PID #5588) at a grade S312 (\$43,481.32 annually) to be effective no sooner than April 12, 2021; and
- 2) Abolish the Revenue Clerk II position (PID #5370); and
- 3) Create a Revenue Clerk I position (PID #TBD); and
- 4) Approve the updated position description for Revenue Clerk I; and
- 5) Approve the updated organizational chart for the Sales, Use, and License Tax Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Audit Compliance Officer Trainee position was vacated in February 2021. The Budget Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$43,481.32 - budgeted

Budget line item(s) to be used: 10051750.51130

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: Revenue Clerk I

Department: Sales, Use & License Tax Department

Job Analysis: September 2011, August 2013, September 2017, **April 2021**

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: Sales, Use & License Tax Coordinator

Subordinate Staff: None

Internal Contacts: County employees and elected officials

External Contacts: General Public, City and State Employees, License Departments, Vendors – Local Government and Gov Connect.

Salary Grade: Classified/Non-Exempt (306)

Job Summary

This position is for the front office and reception area. This position operates data entry equipment to capture alpha and/or numeric data from source and/or imaged documents. Work includes **greeting taxpayers**, and performing repetitive tasks, **and requires customer service skills**, accuracy, dexterity, coordination, and concentration in the operation of personal computers. Initially, employees work under close supervision, but as employees progress, they are expected to perform duties in an independent manner. Assignments are received in oral or written form and are reviewed by a supervisor for quality and quantity of work.

Job Domains

1. Assist customers in obtaining proper tax forms and processes new applications.
2. Perform clerical functions as required, including answering phones, preparing correspondence, and retrieving and purging obsolete files.
3. Respond to citizen's questions and comments in a courteous and timely manner.
4. Answer general questions regarding sales and use tax following State of Alabama rules and regulations dealing with sales and use tax collection.
5. Enter and post's transaction data and/or tax data to maintain and update accounts.
6. Perform mail operations such as opening, sending, sorting, and filing.

7. Prepare daily, weekly, monthly, and annual reports as requested by the department coordinator.
8. Verify check with return and processes payment.
9. Balance batches daily and end of month reports.
10. Prepare notices, festival forms, invoices, delinquent notices, and letters according to procedures.
11. Perform entry and maintenance of electronic records and data transactions.
12. Perform follow-up telephone calls on new applications and delinquent accounts including non-sufficient funds checks.
13. Greet the public in a professional, courteous manner when they arrive in the department.
14. Research and make contact on mail that has been returned to the department and notes the accounts.
15. Assist with business license collections, field-work and calls as needed.
16. Perform other duties as assigned by the Sales & Use Tax/Business License Inspection Coordinator.

Knowledge, Skills, and Abilities

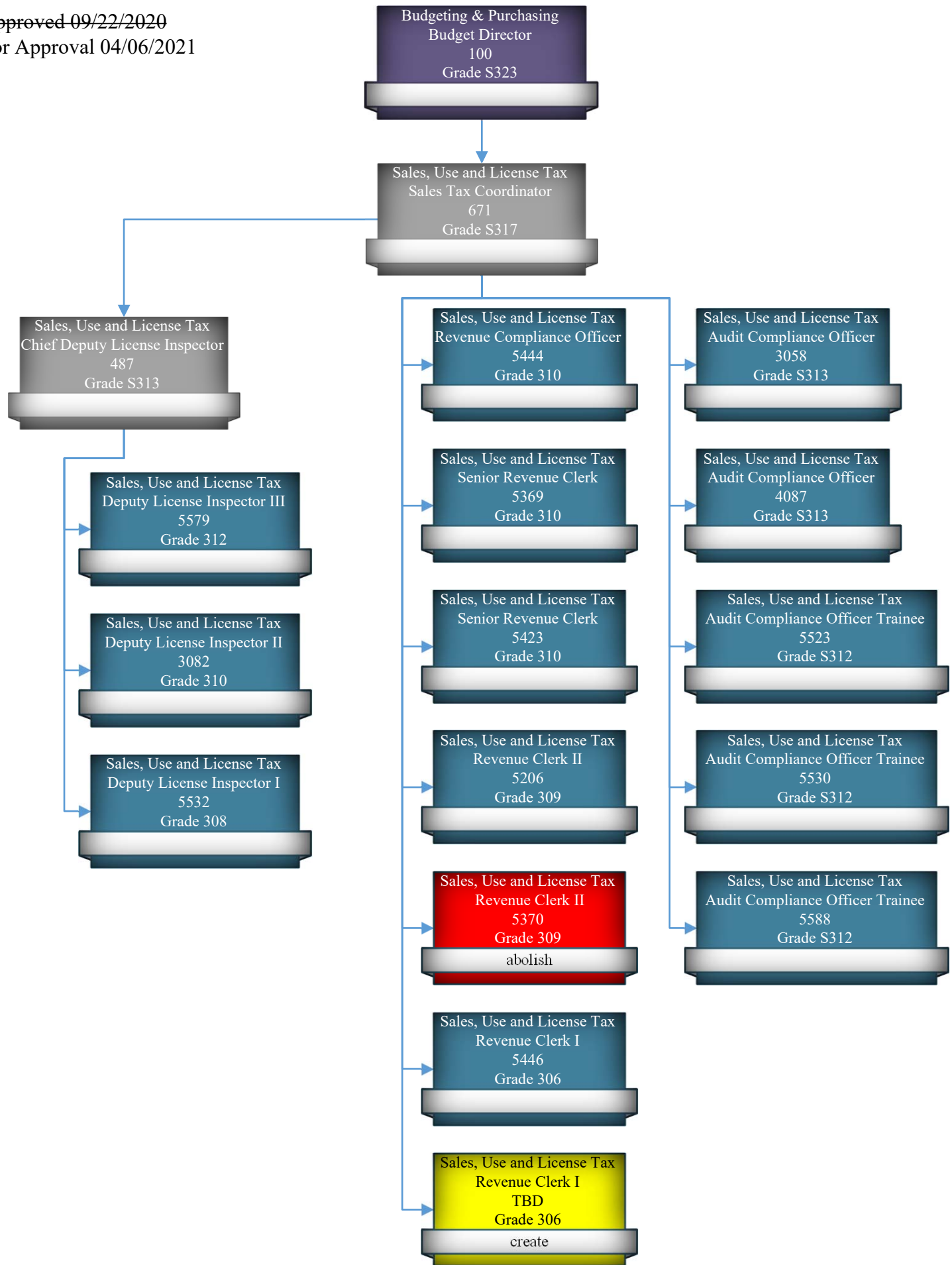
1. Ability to use mathematical principles to make accurate and rapid calculations.
2. Ability to accurately prepare, process, sort and file a variety of forms, reports, records, and documents.
3. Ability to establish and maintain effective working relationships with other employees and the public.
4. Ability to read, comprehend, and follow oral and written instructions.
5. Knowledge and ability to follow and apply departmental rules, regulations, procedures and functions.
6. Ability to keep information confidential due to content of documents being handled.
7. Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions.
8. Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology.
9. Ability to handle multiple tasks simultaneously to include being able to be interrupted and return to work immediately and prioritizing work as needed to answer the telephone, provide information to callers and coworkers, handle complaints from the public and ensure that all tasks are completed within time limits.
10. Ability to handle large sums of money (checks and cash) and make computations quickly and accurately as needed to verify daily cash and check receipts, make deposits, balance reports, and to analyze and look for discrepancies in master listings.
11. Skills in math to include the addition, subtraction, multiplication and division of whole numbers and decimals as needed to count money, balance cash receipts, calculate percentage of taxes due, make change rapidly and accurately and calculate fees, taxes, penalties and interest.
12. Knowledge of modern office practices, procedures and equipment.
13. Ability to research and understand transactions on accounts and how to correct if needed.
14. Knowledge of Word, Excel, Access, Power Point and Organizer.
15. Knowledge of billing and collection software.

Other Characteristics

1. Willing to work overtime, nonstandard hours, weekends and holidays as required, to complete work assignments.
1. Willing to travel out of County as needed.
2. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.
3. Confidentiality is a must due to the nature of information handled.

Minimum Qualifications

1. High school diploma or equivalent.
2. Two (2) years accounting experience.
3. Accounts Receivable and Accounts Payable experience desired.
4. Experience with computerized accounting systems desired.
5. Experience in service orientated field with heavy customer service preferred.
6. Possess valid driver's license.
7. Ability to attain Certified County Revenue officer through County Revenue Officers Association of Alabama (CROAA).





Baldwin County Commission

Agenda Action Form

File #: 21-0738, **Version:** 1

Item #: BQ8

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

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 - Position Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the lateral transfer of Joseph Dyess from the Inmate Supervisor position (PID #5196) grade 306 (\$17.182 per hour), in the Solid Waste Litter Patrol Department (510/54840), to fill the open Landfill Equipment Operator I position (PID #5599) at the Solid Waste Magnolia Landfill (511/54300), with no change in grade/pay; and
- 2) Approve the promotion of Gary Ashmore from the Inmate Supervisor position (PID #217) grade 306 (\$15.569 per hour), in the Solid Waste Litter Patrol Department (510/54840), to fill the open Landfill Equipment Operator II position (PID #1049) at the Solid Waste Magnolia Landfill (511/54300) grade 308 (\$16.815 per hour / \$34,975.20 annually); and
- 3) Abolish the vacant Inmate Supervisor positions (PID #217 and #5196) in Solid Waste Litter Patrol Department (510/54840); and
- 4) Approve the promotion of Hannah Younce from the Billing Account Specialist I position (PID #598) grade 306 (\$15.045 per hour / \$31,293.60 annually), in the Solid Waste Collections Administration Department (54801), to fill the open Operations Support Specialist II position (PID #5507) grade 307 (\$16.249 per hour / \$33,797.92 annually) in the Solid Waste Collections Department (54800); and
- 5) Approve the promotion of Mary Lewis from the Animal Control Technician position (PID #5357) grade 304 (\$13.755 per hour / \$28,610.40 annually), in the Animal Shelter Department (109/55410), to fill the open Operations Support Specialist II position (PID #5585) grade 307 (\$15.330 per hour / \$31,886.40 annually) in the Solid Waste Collections Department (54800); and
- 6) Approve the employment of Adam Calloway to fill the open Landfill Equipment Operator III (PID #580) grade 309 (\$16.91 per hour / \$35,172.80 annually) at the McBride Landfill (510/54330); and

7) Approve the employment of Tom Thomas to fill the open Landfill Equipment Operator II (PID #5452) grade 308 (\$16.10 per hour / \$33,488.00 annually) at the Eastfork Landfill (510/54331); and

8) Approve the updated organizational chart for the Solid Waste Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In an effort to reorganize the department for efficiency, the Development and Environmental Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$68,122.08 - overall savings

Budget line item(s) to be used: 51154300.51130; 51154800.51130; 51054330.51130; 51054331.51130

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

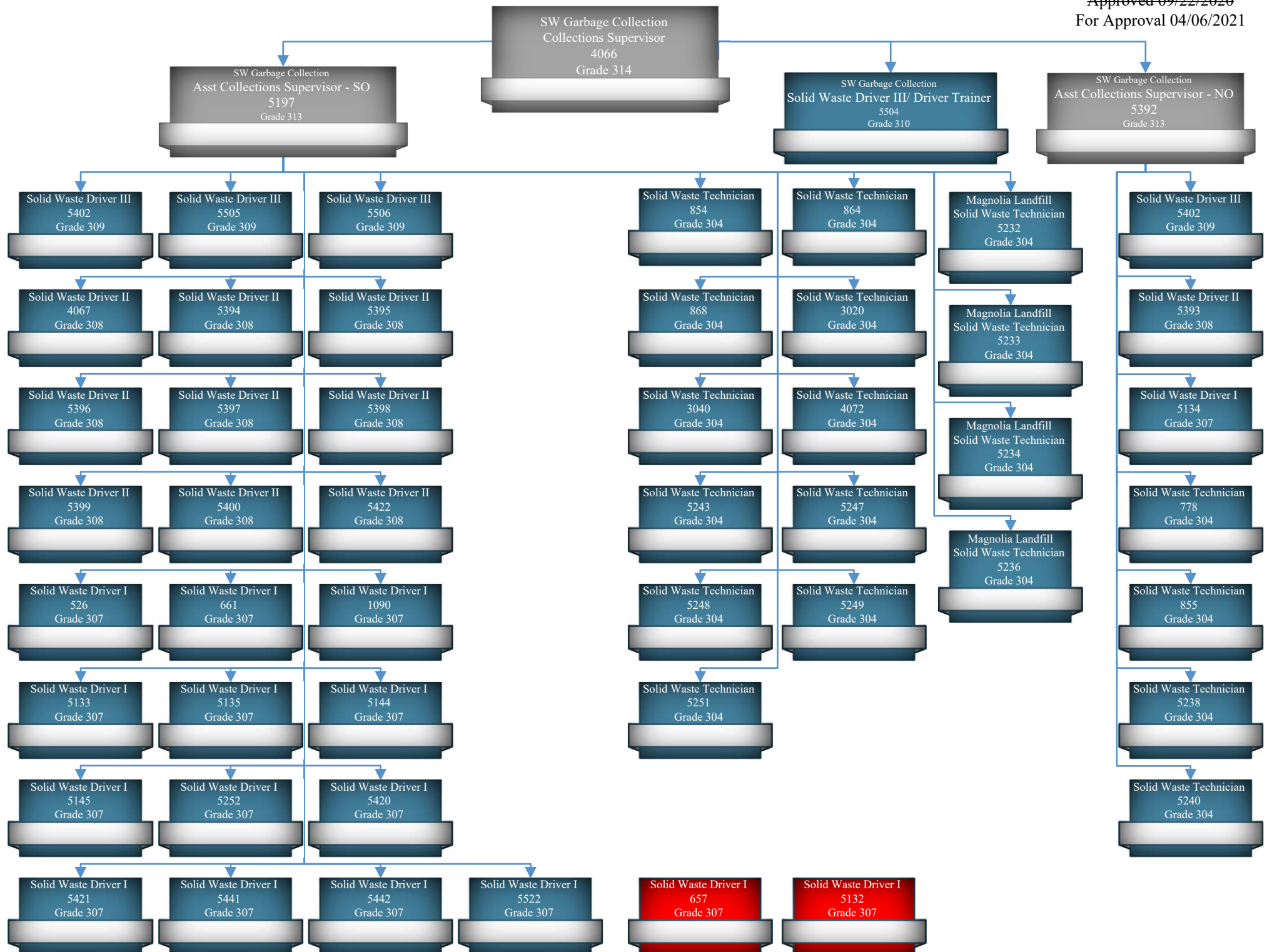
For time-sensitive follow up, select deadline date for follow up: N/A

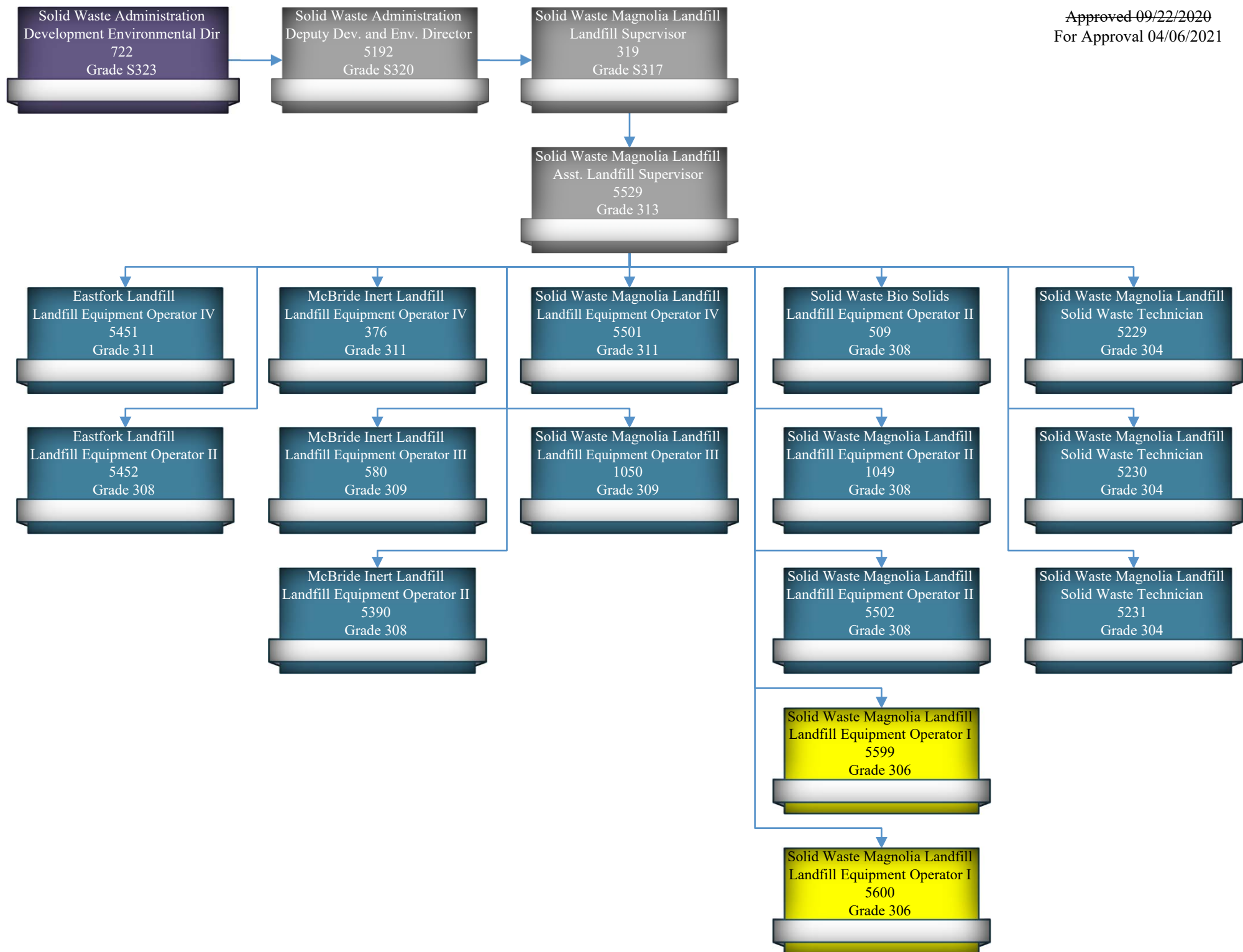
Individual(s) responsible for follow up: N/A

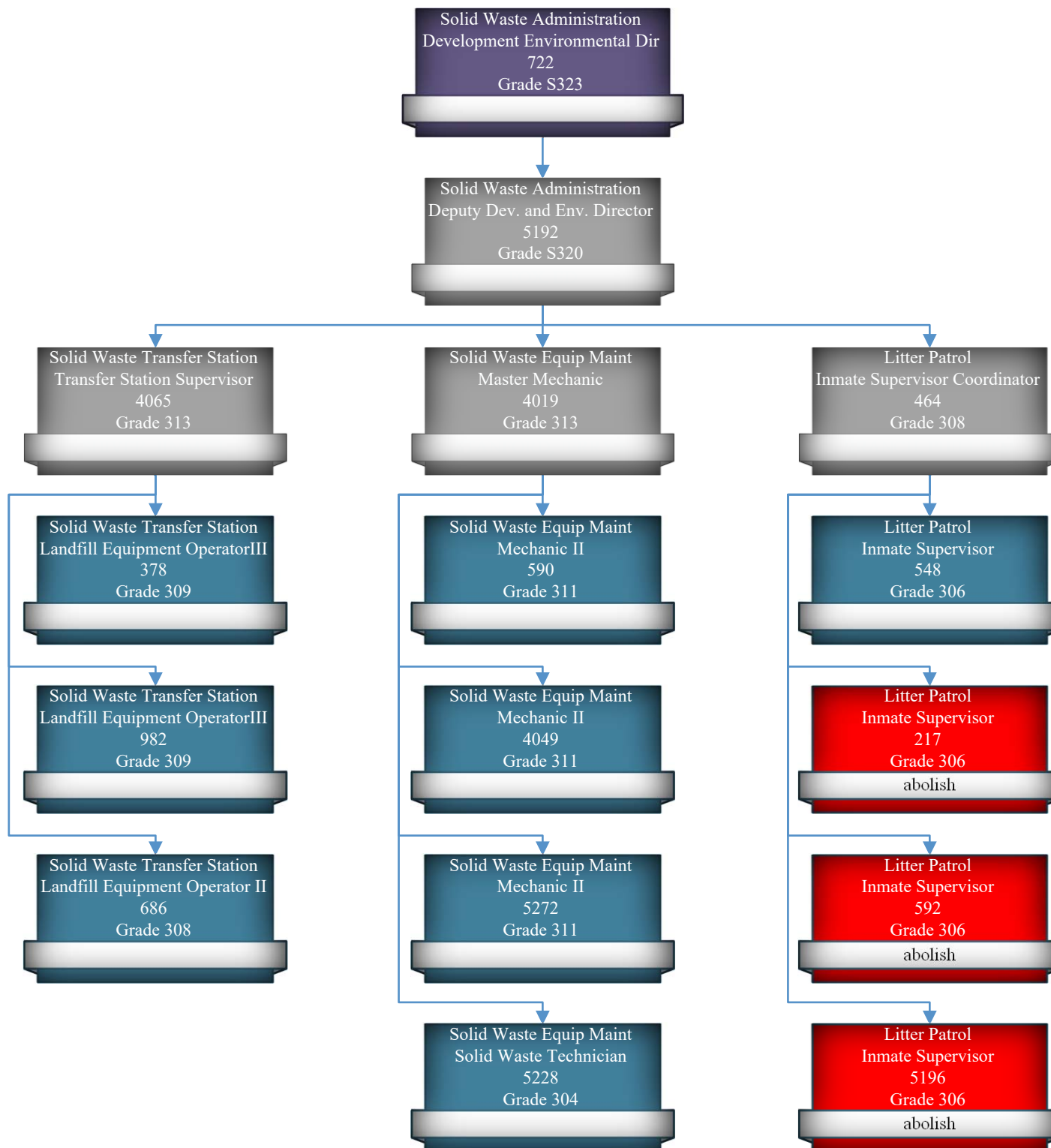
Action required (list contact persons/addresses if documents are to be mailed or emailed):

N/A

Additional instructions/notes: N/A









Baldwin County Commission

Agenda Action Form

File #: 21-0727, **Version:** 1

Item #: BQ9

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Brian Peacock, CIS Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Communications and Information Systems Department - Title Change for Software Developer II Position

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the title change for the Software Developer II position (PID #983) to Web Developer II, with no change in pay or pay grade; and
- 2) Approve the position description for Web Developer II; and
- 3) Approve the updated organizational chart for the CIS Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The CIS Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - 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: Web Developer II

Department: Communications & Information Systems

Job Analysis: April 2021

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: CIS Director, Application and Database Services Manager

Subordinate Staff: None

Internal Contacts: County Commission, County Employees, Elected Officials, etc.

External Contacts: General Public, Vendors, Representative from other Agencies

Status: Classified/ Exempt (S317)

Job Summary

Responsible for developing, maintaining, and supporting current and new in-house Web based applications that are used daily by other agencies and departments within Baldwin County Commission. The Web Developer II must have a solid foundation in web development. An understanding of front-end technologies and help update, support and maintain the County's existing website.

Additionally, the Web Developer II is responsible for leading the development and implementing projects while working with other developers throughout the project development life cycle. This position requires a team player with keen eye for detail and problem-solving skills.

Job Domains

A. Website Coordination

1. Monitor, update and improve performance of County website.
2. Ensure that the County website and the CRM knowledgebase are properly linked.
3. Possess technical expertise to answer questions about and troubleshoot problems with the County website.
4. Communicate citizen needs to each department and work with personnel in each department to address those needs on County website.
5. Develop and maintain ADOBE fillable forms.

B. Project Management

1. May be required to develop project plans which will include budget.
2. Coordinate internal and external resources during implementation of project with emphasis on keeping project on schedule and within budget.
3. Develop reports and presentations.

C. Project Analysis and Design

1. Research and determine best solution(s) to meet defined needs.
2. Perform Web based Application/System design as required.
3. Provide expert analysis and decisions on functions associated with software and hardware configuration of the system(s).
4. Ensure industry and departmental standards are enforced pertaining to labeling, naming conventions, methods, and documentation.

D. Web Application Development and Implementation

1. Perform Web application programming in accordance with design specifications.
2. Test applications for performance and usability.
3. Implement applications into production environment.
4. Create technical and user documentation.
5. Conduct and/or coordinate user training classes as required.
6. Perform applications and systems maintenance as required.

E. Systems Administration, Maintenance, and Operations

1. Develop security plans for systems as required.
2. Manage server-based software applications and systems as required.
3. Perform capacity planning and performance monitoring on systems as required.

Knowledge, Skills, and Abilities

1. Thorough knowledge of database design and administration methodologies.
2. Thorough knowledge of systems analysis and design methodologies.
3. Thorough knowledge of Object-Oriented Programming and SOLID methodologies.
4. Thorough knowledge of desktop computer systems and computer peripheral equipment.
5. Good knowledge of computer operating systems and computer networks.
6. Good knowledge of Local and Wide Area data communications.
7. Some knowledge of TCP/IP.
8. Some knowledge of Internet HTTP server setup and administration.
9. Thorough knowledge of project management principles, including budgeting.
10. Ability to apply software and hardware technology to solve user problems and information needs.
11. Ability to plan and organize work in order to set priorities and meet deadlines.

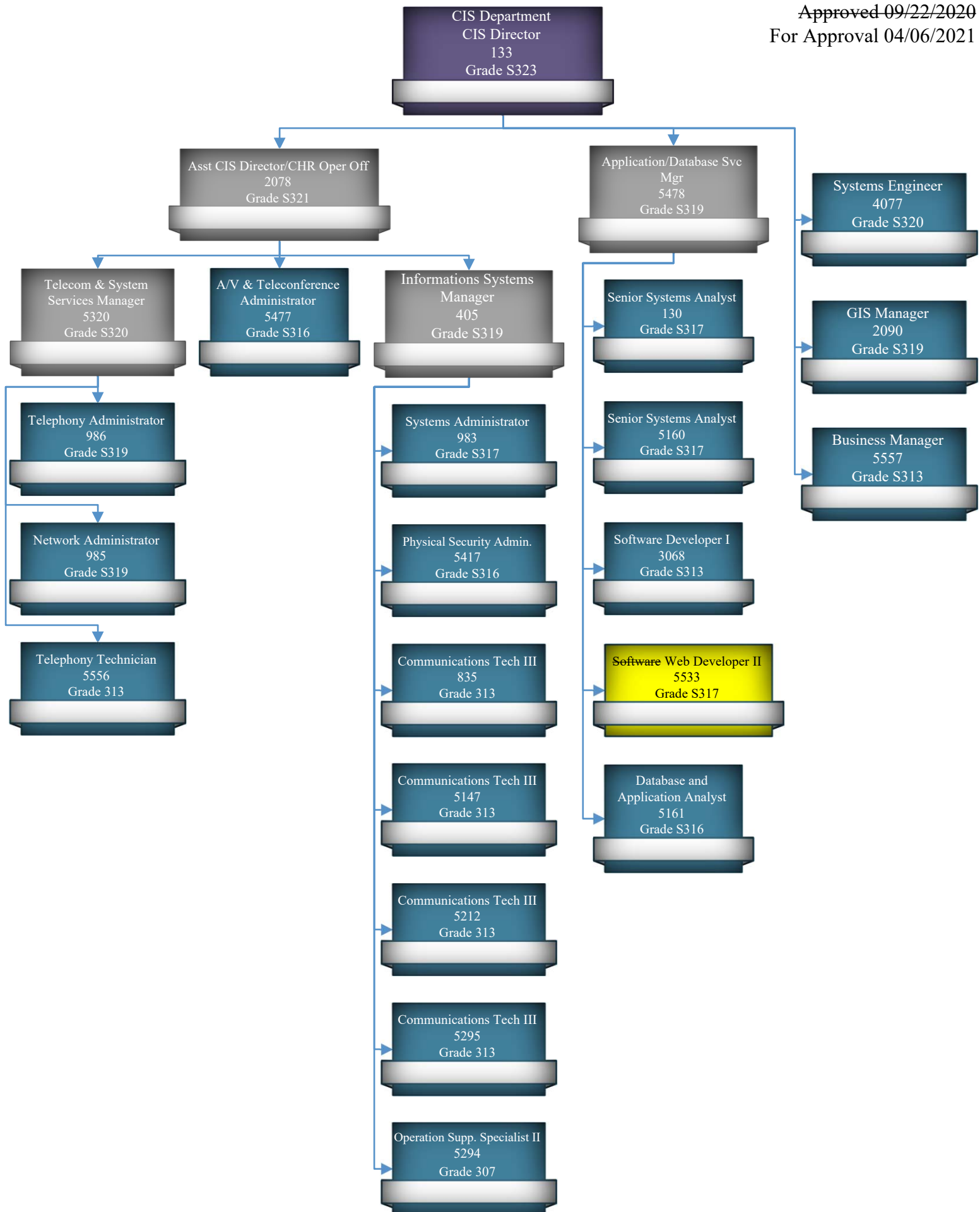
12. Ability to relate highly technical issues and respond to questions at a layman's level of understanding.
13. Ability to communicate effectively, both orally and in writing.
14. Ability to establish and maintain effective working relationships with department heads and other employees.
15. Ability to supervise the work of others.

Other Characteristics

1. Must be willing to travel and stay overnight as required.
2. Must be willing to work nonstandard hours, including weekends and overtime.
3. Must be willing to attend additional training, skills development, and other self-improvement courses as deemed necessary by supervisor.
4. Flexible and willing to accept a change in priorities as necessary.

Minimum Qualifications

1. Should possess Bachelor of Science in Computer Science, Information Systems, Engineering, Business, or other related field, or equivalent Or a combination of education and experience equivalent to these requirements.
2. Three years (3) applicable development experience is required.
3. Working knowledge with basic JavaScript, HTML, jQuery, CSS.
4. Experience C# /.NET, required.
5. Experience in MVC, Bootstrap, required.
6. Experience with Microsoft Visual Studio environment, required.
7. Experience with databases and Object-Relational Mapping, required.
8. Experience with Microsoft SQL Server Database and SSRS, SSIS, required.
9. Experience with Microsoft Internet Information Server (IIS), required.





Baldwin County Commission

Agenda Action Form

File #: 21-0728, **Version:** 1

Item #: BR1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Linda Lee, Planner

Submitted by: Linda Lee, Planner

ITEM TITLE

Baldwin County Commission Board of Adjustment Number 1 - Board Appointment(s)

STAFF RECOMMENDATION

Related to the Baldwin County Commission Board of Adjustment Number 1, take the following action:

1) Appoint Ms. Donna Givens as an alternate member, for a pro-rata reduced three (3) year term, said term commencing April 6, 2021, and expiring on March 16, 2024

BACKGROUND INFORMATION

Previous Commission action/date: March 16, 2021 - Last BCC appointment to Board

Background: On March 16, 2021, the County Commission appointed members to Board of Adjustment #1. At that time staff did not have certification documents for this appointee.

GENERAL BACKGROUND:

On May 8, 2020, an amendment (Act #2020-177) to the Baldwin County Planning and Zoning statutes was adopted pertaining to the Boards of Adjustment. The Code Section in question is Alabama Code Title 45, Local Laws Section 45-2-261.10. As approved, the amendment reduced the number of Boards of Adjustment from four (4) to two (2).

On December 1, 2020 the County Commission approved the consolidation of the Boards of Adjustment for County Commission District #1, County Commission District #2, and County Commission District #3, into one Board of Adjustment to be known as Board of Adjustment #1 and approved the renaming of the Board of Adjustment for County Commission District #4 to Board of Adjustment #2.

An organizational meeting for Board of Adjustment #1 was held on December 14, 2020.

The appointment processes related to the Boards of Adjustment as set forth in the aforementioned Alabama law are as follows:

Establishment: The Baldwin County Commission shall appoint two boards of adjustment, and the

regulations and ordinances adopted pursuant to the authority of this subpart shall provide that the boards of adjustment, in appropriate cases and subject to appropriate conditions and safeguards, may make special exceptions to the terms of the ordinances and regulations in harmony with their general purposes and interests and in accordance with general or specific rules therein contained.

Geographic Boundaries: Board of Adjustment Number One shall serve western, central, and northern Baldwin County and shall include Planning Districts 4, 10, 12, 15, 16, 28, and 31. Board of Adjustment Number Two shall serve southern Baldwin County and shall include Planning Districts 20, 21, 22, 23, 24, 25, 29, 30, 32, and 33. If the majority of qualified electors voting in an election in a territory that is not in a planning district on August 1, 2020, vote to come within the planning and zoning authority and jurisdiction of the Baldwin County Commission in accordance with Section 45-2-261.07, the new planning district shall be under the jurisdiction of the board of adjustment with the closest geographic relationship. Each board of adjustment shall consist of one regular member from each planning district. Each member of a board of adjustment shall be a qualified elector of a planning district within the territory of the respective board of adjustment. Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field. Each regular member shall be appointed for a term of three years in such a manner to serve staggered terms. A regular member shall continue service until a successor is duly appointed. The members of each board of adjustment shall elect a chair.

Composition: In addition to the regular members provided for in this section, the Baldwin County Commission shall appoint alternate members to serve on each board of adjustment. The number of alternate members on each board of adjustment shall be not less than two nor more than the number of regular members on each board. Alternate members may serve in the absence of any regular member and while serving he or she shall have and exercise the authority of a regular member. The alternate member shall have the same qualifications as a regular member and shall be appointed for three terms.

Qualifications: Members of each board of adjustment may be removed for cause by the Baldwin County Commission upon written charges and after a public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Each board of adjustment shall adopt bylaws in accordance with any ordinance or regulation adopted pursuant to this subpart. Meetings of each board of adjustment shall be held at the call of the chair of the board and at such other times as each board may determine, provided that no board of adjustment shall meet less than once every three months on a day to be determined by the board. The chair or, in his or her absence, the acting chair, may administer oaths and compel the attendance of witnesses. All meetings of the boards of adjustment shall be open to the public. Each board shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact, and shall keep records of its examinations and of other official actions, all of which shall immediately be filed in the office of the board and shall be a public record.

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

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

Ms. Donna Givens
25570 County Road 65
Loxley, Alabama 36551

cc: Linda Lee
Matthew Brown
Wayne Dyess

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #1

[Western, Central and Northern Baldwin County Area]

General Board Information:

Appointed by Baldwin County Commission.

Board of Adjustment Number One shall serve western, central, and northern Baldwin County and shall include Planning Districts 4, 10, 12, 15, 16, *26, 28, and 31. Any new planning district shall be under the jurisdiction of the board of adjustment with the closest geographic relationship.

Each board of adjustment shall consist of one regular member from each planning district. A regular member shall continue service until a successor is duly appointed.

The Baldwin County Commission shall appoint alternate members to serve on each board of adjustment. The number of alternate members on each board of adjustment shall be not less than two nor more than the number of regular members on each board. Alternate members may serve in the absence of any regular member and while serving shall have and exercise the authority of a regular member.

Each regular and alternate member of a board of adjustment shall be a qualified elector of a planning district within the territory of the respective board of adjustment. Each member shall be appointed for a term of three years in such a manner to serve staggered terms. Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

No board of adjustment shall meet less than once every three months.

Statutory Authority - Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719, as amended by Act No. 2020-177. Code of Alabama 1975, Section 45-2-216.10

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
REGULAR MEMBERS				
Regular PD 4 Designee	Charmein K. Moser 7489 Blakeley Oaks Drive South Spanish Fort, AL 36527 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for pro-rata reduced term	3 years	03/16/2022
Regular PD 10 Designee	Blayne G. Pierce 3 Armadillo Run Spanish Fort, AL 36527 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for pro-rata reduced term	3 years	03/16/2022
Regular PD 12 Designee	Bellmont Tommy Springer, Jr. 25319 Raynagua Boulevard Loxley, AL 36551 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for pro-rata reduced term	3 years	03/16/2023
Regular PD 15 Designee	Brandon Bias 9102 Parliament Circle Daphne, AL 36526 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for pro-rata reduced term	3 years	03/16/2023
Regular PD 16 Designee	VACANT		3 years	

BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #1 – Cont.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
REGULAR MEMBERS				
Regular PD 26 Designee	Mary Shannon Hope 16015 Scenic Highway 98 Post Office Box 1009 (mailing) Point Clear, Alabama 36564 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for pro-rata reduced term	3 years	03/16/2023
Regular PD 28 Designee	Michael Cochran 206 Black Oak Way Daphne, AL 36526 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
Regular PD 31 Designee	John M. Cooper 20800 County Road 62 N Robertsdale, AL 36567 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
ALTERNATE MEMBERS				
Alternate PD 28 Designee	Norman E. Bragg 210 Black Oak Way Daphne, AL 36526 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for pro-rata reduced term	3 years	03/16/2023
Alternate PD 12 Designee	Carolyn C. King 27495 County Road 71 N Robertsdale, AL 36567 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for pro-rata reduced term	3 years	03/16/2023
Alternate PD 26 Designee	Gary D. E. Cowles 12593 County Road 1 Fairhope, AL 36532 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for pro-rata reduced term	3 years	03/16/2023
Alternate PD 31 Designee	Harry Donald (Donnie) Waters 19823 Donnie Waters Road Robertsdale, AL 36567 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
Alternate PD 12 Designee	Rosellen E. Coggin 26735 Ard Road Robertsdale, AL 36567 •REGISTERED VOTER •ACTIVELY ENGAGED IN REAL ESTATE SALES AND HOLDS A REAL ESTATE AND/OR BROKER LICENSE	Appointed 03/16/2021	3 years	03/16/2024

BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #1 – Cont.

Staff Note: During 12/01/2020, BCC Reg. Mtg. (Agenda Item BR1), BCC BOA #1, BOA #2, and BOA #3 were combined into one board, to be known as BOA #1. akc

*District 26 was inadvertently omitted from Section (b), Page 2 of Act No. 2020-177. Planning staff is currently working with BC Legislative Delegation to have the matter resolved and the Act amended/corrected to have Planning District 26 listed under BOA#1. 03/16/2021 akc

REVISED: 03/16/2021 kmr

CERTIFICATION OF BOARD OF ADJUSTMENT MEMBER

The *Code of Alabama, 1975, Section 45-2-261.10* specifically prohibits the following from serving on County Boards of Adjustment:

Not more than one (1) member of a Board of Adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

(This pertains to both regular and alternate members combined)

Please check all that apply:

_____ I am actively engaged in real estate sales and hold a real estate and/or broker license.

_____ I am actively engaged in development (land developer).

_____ I am actively engaged in construction (contractor's license).

☒ I am **NOT** actively engaged in any of the above or any related field.

I hereby certify with my signature that I am eligible to be a member of the Board of Adjustment for the Baldwin County Commission (Planning and Zoning) in that I meet the qualifications established by the *Code of Alabama, 1975, Section 45-2-261.10*.

Donna Givens

Name (Please Print)

Donna Givens

Signature

3/23/2021

Date



Baldwin County Commission

Agenda Action Form

File #: 21-0730, **Version:** 1

Item #: BR2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Linda Lee, Planner

Submitted by: Linda Lee, Planner

ITEM TITLE

Baldwin County Commission Board of Adjustment Number 2 - Board Appointment(s)

STAFF RECOMMENDATION

Related to the Baldwin County Commission Board of Adjustment Number 2 take the following actions:

- 1) Appoint Mr. Robert Broseus as a regular member (Planning District 23 Designee), for a pro-rata reduced three (3) year term, said term commencing April 6, 2021, and expiring on March 16, 2023; and
- 2) Appoint Ms. Vickie Matranga as an alternate member, for a pro-rata reduced three (3) year term, said term commencing April 6, 2021, and expiring on March 16, 2023.

BACKGROUND INFORMATION

Previous Commission action/date: March 16, 2021 - Last BCC appointment to board

Background: On March 16, 2021, the County Commission appointed members to Board of Adjustment Number 2. At that time staff did not have certification documents for these appointees.

GENERAL INFORMATION:

On May 8, 2020, an amendment (Act #2020-177) to the Baldwin County Planning and Zoning statutes was adopted pertaining to the Boards of Adjustment. The Code Section in question is Alabama Code Title 45, Local Laws Section 45-2-261.10. As approved, the amendment reduced the number of Boards of Adjustment from four (4) to two (2).

On December 1, 2020, the County Commission approved the consolidation of the Boards of Adjustment for County Commission District #1, County Commission District #2, and County Commission District #3, into one Board of Adjustment to be known as Board of Adjustment #1 and approved the renaming of the Board of Adjustment for County Commission District #4 to Board of Adjustment #2.

The appointment processes related to the Boards of Adjustment as set forth in the aforementioned

Alabama law are as follows:

Establishment: The Baldwin County Commission shall appoint two boards of adjustment, and the regulations and ordinances adopted pursuant to the authority of this subpart shall provide that the boards of adjustment, in appropriate cases and subject to appropriate conditions and safeguards, may make special exceptions to the terms of the ordinances and regulations in harmony with their general purposes and interests and in accordance with general or specific rules therein contained.

Geographic Boundaries: Board of Adjustment Number One shall serve western, central, and northern Baldwin County and shall include Planning Districts 4, 10, 12, 15, 16, 28, and 31. Board of Adjustment Number Two shall serve southern Baldwin County and shall include Planning Districts 20, 21, 22, 23, 24, 25, 29, 30, 32, and 33. If the majority of qualified electors voting in an election in a territory that is not in a planning district on August 1, 2020, vote to come within the planning and zoning authority and jurisdiction of the Baldwin County Commission in accordance with Section 45-2-261.07, the new planning district shall be under the jurisdiction of the board of adjustment with the closest geographic relationship. Each board of adjustment shall consist of one regular member from each planning district. Each member of a board of adjustment shall be a qualified elector of a planning district within the territory of the respective board of adjustment. Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field. Each regular member shall be appointed for a term of three years in such a manner to serve staggered terms. A regular member shall continue service until a successor is duly appointed. The members of each board of adjustment shall elect a chair.

Composition: In addition to the regular members provided for in this section, the Baldwin County Commission shall appoint alternate members to serve on each board of adjustment. The number of alternate members on each board of adjustment shall be not less than two nor more than the number of regular members on each board. Alternate members may serve in the absence of any regular member and while serving he or she shall have and exercise the authority of a regular member. The alternate member shall have the same qualifications as a regular member and shall be appointed for three terms.

Qualifications: Members of each board of adjustment may be removed for cause by the Baldwin County Commission upon written charges and after a public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Each board of adjustment shall adopt bylaws in accordance with any ordinance or regulation adopted pursuant to this subpart. Meetings of each board of adjustment shall be held at the call of the chair of the board and at such other times as each board may determine, provided that no board of adjustment shall meet less than once every three months on a day to be determined by the board. The chair or, in his or her absence, the acting chair, may administer oaths and compel the attendance of witnesses. All meetings of the boards of adjustment shall be open to the public. Each board shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact, and shall keep records of its examinations and of other official actions, all of which shall immediately be filed in the office of the board and shall be a public record.

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

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

Robert E. Broseus
1876 Princess Lane
Lillian, Alabama 36549

Vickie Matranga
402 Veterans Road
Gulf Shores, Alabama 36542

cc: Linda Lee
Matthew Brown
Wayne Dyess

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #2

[Southern Baldwin County Area]

General Board Information:

Appointed by Baldwin County Commission.

Board of Adjustment Number Two shall serve southern Baldwin County and shall include Planning Districts 20, 21, 22, 23, 24, 25, 29, 30, 32, and 33. Any new planning district shall be under the jurisdiction of the board of adjustment with the closest geographic relationship.

Each board of adjustment shall consist of one regular member from each planning district. A regular member shall continue service until a successor is duly appointed.

The Baldwin County Commission shall appoint alternate members to serve on each board of adjustment. The number of alternate members on each board of adjustment shall be not less than two nor more than the number of regular members on each board. Alternate members may serve in the absence of any regular member and while serving shall have and exercise the authority of a regular member.

Each regular and alternate member of a board of adjustment shall be a qualified elector of a planning district within the territory of the respective board of adjustment. Each member shall be appointed for a term of three years in such a manner to serve staggered terms. Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

No board of adjustment shall meet less than once every three months.

Statutory Authority - Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719, as amended by Act No. 2020-177. Code of Alabama 1975, Section 45-2-216.10

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
REGULAR MEMBERS				
Regular PD 20 Designee	Samuel Sterling Mitchell, III 11736 Laurendine Lane Post Office Box 533 (mailing) Magnolia Springs, AL 36555 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for a pro-rata reduced term	3 years	03/16/2022
Regular PD 21 Designee	James Koeppen 17158 Cold Mill Loop Foley, AL 36535 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
Regular PD 22 Designee	VACANT		3 years	
Regular PD 23 Designee	VACANT		3 years	
Regular PD 24 Designee	Theron I. V. Mashburn 30730 River Road Orange Beach, AL 36561 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for a pro-rata reduced term	3 years	03/16/2022
Regular PD 25 Designee	Ernest Church 5601 State Highway 180 #4 Gulf Shores, AL 36542 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for a pro-rata reduced term	3 years	03/16/2023

BALDWIN COUNTY COMMISSION BOARD OF ADJUSTMENT #2 – Cont.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
REGULAR MEMBERS				
Regular PD 29 Designee	VACANT		3 years	
Regular PD 30 Designee	John A. Slaats 9734 Clarke Ridge Road Foley, AL 36535 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
Regular PD 32 Designee	Johanna W. Moloney 6587 County Road 95 South Elberta, AL 36530 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for a pro-rata reduced term	3 years	03/16/2022
Regular PD 33 Designee	John Paul Hilderbrandt 33080 Antietam Road Lillian, AL 36549 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for a pro-rata reduced term	3 years	03/16/2022
ALTERNATE MEMBERS				
Alternate PD 21 Designee	Michael G. Swansburg 9287 Shore Drive Post Office Box 711 (mailing) Foley, AL 36535 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021	3 years	03/16/2024
Alternate PD 22 Designee	Jack Danley 26188 Chatelaine Road Elberta, AL 36530 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for a pro-rata reduced term	3 years	03/16/2022
Alternate PD 30 Designee	Harold M. Stephens 9408 Clarke Ridge Road Foley, AL 36535 •REGISTERED VOTER •NOT INVOLVED IN REAL ESTATE, DEVELOPMENT OR CONSTRUCTION	Appointed 03/16/2021 for a pro-rata reduced term	3 years	03/16/2023

Staff Note: During 12/01/2020, BCC Reg. Mtg. (Agenda Item BR1), BCC BOA #4 was renamed to be known as BOA #2. ak

REVISED: 03/16/2021 kmr

CERTIFICATION OF BOARD OF ADJUSTMENT MEMBER

The *Code of Alabama, 1975, Section 45-2-261.10* specifically prohibits the following from serving on County Boards of Adjustment:

Not more than one (1) member of a Board of Adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

(This pertains to both regular and alternate members combined)

Please check all that apply:

_____ I am actively engaged in real estate sales and hold a real estate and/or broker license.

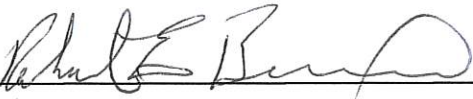
_____ I am actively engaged in development (land developer).

_____ I am actively engaged in construction (contractor's license).

☒ I am **NOT** actively engaged in any of the above or any related field.

I hereby certify with my signature that I am eligible to be a member of the Board of Adjustment for the Baldwin County Commission (Planning and Zoning) in that I meet the qualifications established by the *Code of Alabama, 1975, Section 45-2-261.10*.

Robert E. Brozeus
Name (Please Print)


Signature

3-19-21
Date

CERTIFICATION OF BOARD OF ADJUSTMENT MEMBER

The *Code of Alabama, 1975, Section 45-2-261.10* specifically prohibits the following from serving on County Boards of Adjustment:

Not more than one (1) member of a Board of Adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

(This pertains to both regular and alternate members combined)

Please check all that apply:

_____ I am actively engaged in real estate sales and hold a real estate and/or broker license.

_____ I am actively engaged in development (land developer).

_____ I am actively engaged in construction (contractor's license).

☒ I am **NOT** actively engaged in any of the above or any related field.

I hereby certify with my signature that I am eligible to be a member of the Board of Adjustment for the Baldwin County Commission (Planning and Zoning) in that I meet the qualifications established by the *Code of Alabama, 1975, Section 45-2-261.10*.

Vickie MATRANGA

Name (Please Print)

Vickie Matranga

Signature

March 22, 2021

Date



Baldwin County Commission

Agenda Action Form

File #: 21-0731, **Version:** 1

Item #: BR3

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Linda Lee, Planner

Submitted by: Linda Lee

ITEM TITLE

Former Baldwin County Commission District Number 1 Planning (Zoning) District Board of Adjustment - Acceptance of Resignation

STAFF RECOMMENDATION

Related to the former Baldwin County Commission District No. 1 Planning (Zoning) District Board of Adjustment (Greater North Baldwin County area) take the following action:

1) Accept the resignation of Mrs. Christine Sullivan, effective March 16, 2021, and thank her for her former civic service as a regular member (Planning District 4 designee) of the board.

BACKGROUND INFORMATION

Previous Commission action/date: Various BCC Meetings

Background: On May 8, 2020, an amendment (Act #2020-177) to the Baldwin County Planning and Zoning statutes was adopted pertaining to the Boards of Adjustment. The Code Section in question is Alabama Code Title 45, Local Laws Section 45-2-261.10. As approved, the amendment reduced the number of Boards of Adjustment from four (4) to two (2).

On December 1, 2020 the County Commission approved the consolidation of the Boards of Adjustment for County Commission District #1, County Commission District #2, and County Commission District #3, into one Board of Adjustment to be known as Board of Adjustment #1 and approved the renaming of the Board of Adjustment for County Commission District #4 to Board of Adjustment #2.

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 Staff

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

Send Correspondence to:

Christine Sullivan
7506 Blakeley Oaks Drive South
Spanish Fort, Alabama 36527

cc: Linda Lee
Matthew Brown
Wayne Dyess

Additional instructions/notes: N/A

From: [Christine Sullivan](#)
To: [Linda Lee](#)
Subject: Re: Certification of Board Members
Date: Tuesday, March 16, 2021 10:01:51 AM

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

Hi Linda ,

After careful consideration, I regret that I will not be able to serve on the board solely because of the scheduling conflict. I am not available in the afternoons for meetings so I do not wish to hold the position that someone else would be willingly to accept. I have enjoyed serving and may be able to in the future when my children are more independent.

Best regards,
Christine Sullivan

On Mar 15, 2021, at 11:18 AM, Linda Lee <LLee@baldwincountyal.gov> wrote:

[Ms. Sullivan and Ms. Givens,](#)

[I never received your signed certifications. Please let me know if you wish to serve on the new Board of Adjustment Number 1. Unfortunately, you will not be able to serve until you are appointed to the new board. I greatly appreciate your service and hope to hear from you soon.](#)

[Thank you,](#)

[Linda Lee](#)
[Planner](#)
[Baldwin County Planning & Zoning Department](#)
[\(251\) 972-8523 ext. 2833](#)

From: Linda Lee
Sent: Tuesday, March 2, 2021 2:48 PM
To: Christine Sullivan <cmsullivan1016@aol.com>; Donna Givens <donnagivens55@gmail.com>; Iv Mashburn <ivmashburn@yahoo.com>; vpowers@gulftel.com

Subject: FW: Certification of Board Members

Importance: High

Reminder...

I need this back by Thursday so I can put your appointments on an agenda item for the County Commission.

Thank you,

Linda Lee

Planner

Baldwin County Planning & Zoning Department

(251) 972-8523 ext. 2833

From: Linda Lee

Sent: Wednesday, February 17, 2021 12:47 PM

To: Blayne Pierce <bkpie@bellsouth.net>; Brandon Bias <bsbias@gmail.com>; Carolyn King <carolyn.c.king@usda.gov>; Charmein Moser <ckmoser7489@bellsouth.net>; Christine Sullivan <cmsullivan1016@aol.com>; Donna Givens <donnagivens55@gmail.com>; Gary Cowles <gcowles@cmg-a.com>; John Cooper <velcro49@yahoo.com>; Mary Hope <mhope0822@gmail.com>; Michael Cochran <coch4046@bellsouth.net>; Rosellen Coggin <rosecoggin@gmail.com>; Tommy Springer, Jr. <tspringer5146@gmail.com>; Ernie Church <ecaces4@gmail.com>; Harold Stephens <hstephens213@gmail.com>; Jack Danley <jackdanley@gulftel.com>; James Koeppen <jameskoeppen3@gmail.com>; John Hilderbrandt <johnpaul586@centurylink.net>; Michael Swansburg <michaelgswansburg@gmail.com>; Robert Broseus <elbertapws@gulftel.com>; Theron I.V. Mashburn <ivmashburn@yahoo.com>; Vickie Matranga <vpowers@gulftel.com>

Subject: Certification of Board Members

Members,

Due to the change in name, combination of boards, and change to alternates, we are going to have to have all Board of Adjustment members re-appointed. Please complete and sign the attached form and email back to me at your earliest convenience.

As always, I greatly appreciate you service.

Please contact me if you have any questions.

Thank you,

Linda Lee

Planner

Baldwin County Planning & Zoning Dept.

201 East Section Avenue

Foley, AL 36535

Tel: (251) 972-8523 ext. 2833

Fax: (251) 972-8520

E-mail: llee@baldwincountyal.gov

<Certification of BOA Members.pdf>



Baldwin County Commission

Agenda Action Form

File #: 21-0717, **Version:** 1

Item #: BR4

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Matthew Brown, Interim Planning and Zoning Director

Submitted by: DJ Hart, Planning Technician

ITEM TITLE

Baldwin County Planning and Zoning Commission - Board Appointment(s)

STAFF RECOMMENDATION

As relates to the Baldwin County Planning and Zoning Commission, take the following actions:

- 1) Accept the resignation of Mr. Kevin Murphy (BCC District 4 Nominee), effective February 2, 2021, and thank Mr. Murphy for his prior civic service as a member of the Board; and
- 2) Appoint Mr. David Gregory (Greg) Seibert as a regular member of the Board (BCC District 4 Nominee) for a four (4) year pro-rata reduced term, to fill the place seat and unexpired term formerly held by Mr. Kevin Murphy, said term to commence on April 6, 2021, and expire on December 2, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: March 2, 2021 - Last BCC action related to this board

Background: Due to the recent resignation of Mr. Kevin Murphy, the Baldwin County Planning and Zoning Commission currently has one (1) vacancy. The Planning staff therefore respectfully requests the appointment of Mr. David Gregory Seibert as a regular member to fill the place-seat and unexpired term formerly held by Mr. Murphy, said term to commence on April 6, 2021, and expire on December 2, 2021.

Mr. Seibert is a BCC District 4 nominee and is a resident of unincorporated Baldwin County. He is a qualified elector of Baldwin County, is not a county employee or officer, and is not involved in real estate.

Planning staff has verified that this appointment meets the qualifications to be appointed to the Baldwin County Planning and Zoning Commission.

GENERAL INFORMATION:

The Baldwin County Planning and Zoning Commission was created by Baldwin County Local Legislative Act, specifically Act No. 91-719 (1991), as amended by Act. No 93-668 (1993), as

amended by Act No. 98-665 (1998), as amended by Act No. 2006-609 (2006), as amended by Act No. 2010-719 (2010). The aforementioned Alabama laws are codified at Section 45-2-261 through 45-2-261.18 of the Code of Alabama 1975.

Section 45-2-261.01 of the Code of Alabama 1975 provides that the Planning and Zoning Commission shall be composed as a board of nine (9) regular members and other temporary members appointed by the Baldwin County Commission. All regular members shall be qualified electors and actual residents of Baldwin County; one (1) and only one (1) regular member may be a qualified elector who resides in the corporate limits of a Baldwin County municipality. All regular members shall serve a term of four (4) years each except when filling a vacant place seat (which shall be for the balance of the unexpired term). All temporary members shall serve a one-time term of three (3) years each and represent, respectively and singularly, a new Planning (Zoning) district which elects to come within the planning and zoning authority of the Baldwin County Commission. A temporary member shall be a qualified elector from the new Planning (Zoning) District. In the event any vacancy, such vacancy shall be filled by appointment of the Baldwin County Commission.

All members of the Planning and Zoning Commission shall serve without compensation and no member shall be a county officer or employee.

Furthermore, Section 45-2-261.40 of the Code of Alabama 1975 authorizes the Baldwin County Commission to appoint real estate agents or other persons in the field of real estate to the Planning and Zoning Commission; however, such number shall not exceed three (3) members.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission Administration Office

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

Send appointment letter to:

Mr. David Gregory Seibert
24147 Seibert Rd
Elberta, Alabama 36530

Send thank you letter to:

Mr. Kevin Murphy
16424 Co Rd 26
Foley, Alabama 36535

CC:
Matthew Brown
DJ Hart

Additional instructions/notes: N/A

From: [D Hart](#)
To: [Carietta L. Crook](#)
Cc: [Anu Gary](#); [Miranda N. McKinnon](#); [Monica English](#); [Kristen Rawson](#)
Subject: FW: Thank you for your service
Date: Tuesday, March 30, 2021 9:42:47 AM

From: Matthew Brown <Matthew.Brown@baldwincountyal.gov>
Sent: Tuesday, February 2, 2021 1:33 PM
To: k.kmurphy@gulftel.com
Cc: D Hart <DHart@baldwincountyal.gov>; Celena Boykin <Cboykin@baldwincountyal.gov>; Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>; ERIN FLEMING <efleming@stonecrosby.com>; Charles F. Gruber <CGRUBER@baldwincountyal.gov>
Subject: Thank you for your service

Dear Mr. Murphy,

I wanted to follow-up our phone conversation from a few moments ago during which you submitted your resignation from the Planning Commission. Thank for your service on the board since 2012. During all those years you have been very faithful in your service. That consistency and dedication to your work on the Planning Commission is commendable and does not go unnoticed.

Thank you again. Wishing you all the best.

Matthew Brown
Interim Planning and Zoning Director
Director of Transportation (BRATS)
Baldwin County Commission
o: 251-972-8576
c: 251-421-0423

BALDWIN COUNTY PLANNING AND ZONING COMMISSION

General Board Information:

Appointed by Baldwin County Commission.

Nine (9) regular members and circumstance-driven number of temporary one-time members.

Term of each “regular” member is four (4) years.

Term of a “temporary one-time” member is three (3) years.

All “regular” members must be qualified electors and actual residents of Baldwin County, Alabama.

Only one (1) regular member may reside in a city or town limits (i.e. live in a municipality).

All “temporary one-time” members must be a qualified elector of Baldwin County, Alabama, from the applicable Planning District said citizen represents.

Only three (3) members (of the total membership) may be real estate agents or persons in the field of real estate.

All vacancies filled by appointment of Baldwin County Commission.

All members serve without compensation but are eligible reasonable and necessary expenses.

No member shall be a county officer or employee.

Statutory Authority: Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719.

Other Statutory Authority: Act No. 84-499, as amended by Act No. 2010-719 - Baldwin County Commission may appoint real estate agents or other persons in the field of real estate to the Baldwin County Planning and Zoning Commission, such number shall not to exceed 3 members (regardless of status as a “regular” or “temporary one-time” member) of the Baldwin County Planning and Zoning Commission.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
At-Large BCC District Nominee	Daniel Nance 101 Pinetop Circle East Fairhope, AL 36532 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN THE CITY LIMITS OF DAPHNE NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Reappointed 11/06/2018 term to commence 11/17/2018	4 years	11/17/2022
BCC District 1 Nominee	Steven Pumphrey Post Office Box 62 Silverhill, AL 36576 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE	Appointed 12/15/2020 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Nancy Mackey 12/15/2020 Accepted the resignation of Nancy Mackey dated 08/25/2020 and thanked her for her prior civic service	4 years	10/07/2023
BCC District 1 Nominee	Jason M. Padgett 53689 Highway 59 Stockton, AL 36579 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 07/07/2020 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Arthur Oken 07/07/2020 Accepted the resignation of Arthur Oken dated 02/28/2020 and thanked him for his prior civic service	4 years	07/17/2022
BCC District 2 Nominee	Brandon Bias 9102 Parliament Circle Daphne, AL 36526 QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 08/07/2018 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Cassie Boatwright 02/19/2019 Administrative correction: Changed Brandon Bias’ placement from BCC District Nominee 1 to 2	4 years	11/01/2021

BALDWIN COUNTY PLANNING AND ZONING COMMISSION – Cont.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
BCC District 2 Nominee	<p>Plumer Tonsmeire 17200-C Scenic Highway 98 Fairhope, AL 36532</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 09/03/2019 for a pro-rata reduced term, to fill the place-seat and unexpired term formerly held by Doug Thomas</p> <p>09/3/2019 Accepted the resignation of Doug Thomas, dated 7/8/2019 and thanked him for his prior civic service</p>	4 years	10/21/2021
BCC District 3 Nominee	<p>Robert Davis 17138 County Road 34 South Summerdale, AL 36580</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 08/20/2019 to fill the place seat and expired term formerly held by Marvin Dewane Hayes, for a pro-rata reduced term</p> <p>08/20/2019 Thanked Marvin Dewane Hayes for his prior civic service</p>	4 years	06/30/2023
BCC District 3 Nominee	<p>Mr. Michael Mullek 24024 Rawls Road Robertsdale, AL 36567</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 03/02/2021 for pro-rata reduced term, to fill the place seat and unexpired term formerly held by Robert S. Davis, Jr.</p> <p>03/02/2021 Accepted the resignation of Mr. Robert S. (Sam) Davis, Jr., dated 02/03/2021 and thanked Mr. Davis for his prior civic service.</p>	4 years	03/01/2022
BCC District 4 Nominee	<p>Bonnie Lowry 9327 State Highway 180 Gulf Shores, AL 36542</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Reappointed 11/21/2017 term continuing 11/16/2017</p>	4 years	11/16/2021
BCC District 4 Nominee	<p>Kevin Murphy 16424 County Road 26 Foley, AL 36535</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Reappointed 11/21/2017 term commencing 12/02/2017</p>	4 years	12/02/2021
	STAFF MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
Staff Member	<p>Vince Jackson, Planning Director Planning Department 22070 Highway 59 Robertsdale, AL 36576 <u>Mailing address:</u> 22251 Palmer Street, Robertsdale, AL 36576</p>			

REVISED: 03/02/2021 kmr



Baldwin County Commission

Agenda Action Form

File #: 21-0673, **Version:** 1

Item #: BR5

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Matthew Brown, Interim Planning and Zoning Director

Submitted by: Matthew Brown, Interim Planning and Zoning Director

ITEM TITLE

Planning (Zoning) District 11 Election - Making Judge of Probate Order Part of the Record

STAFF RECOMMENDATION

Make a part of the record the attached Order from Baldwin County Judge of Probate setting the date for the Planning (Zoning) District 11 election for May 4, 2021, to be held at:

New Beginning Christian Fellowship Church
13672 County Road 55
Foley, Alabama 36535

BACKGROUND INFORMATION

Previous Commission action/date:

March 2, 2021 - BCC Regular Meeting - Pursuant to Alabama Code §45-2-261.07, take the following actions: 1) Make part of the record the Commission's prior determination that it is not feasible to utilize the Voting Precinct 36 boundary as the Planning (Zoning) District 11 boundary; and 2) Adopt Resolution #2021-056 which certifies the accuracy of the petition for the proposed Planning (Zoning) District 11; and 3) Instruct the Judge of Probate to provide a Zoning Election for Planning (Zoning) District 11, to be held no later than May 31, 2021.

January 5, 2021 - BCC Regular Meeting - Adopt Resolution #2021-039, which rejects the petition for an election that was accepted by the Baldwin County Planning and Zoning Department staff on December 1, 2020, regarding Planning (Zoning) District 11 as said petition does not have the required and minimum amount of petitioners equaling ten percent of the qualified electors (registered voters) of Planning (Zoning) District 11 as required by Section 8 of Act No. 91-719, as amended.

August 4, 2020 - BCC Regular Meeting - Approve the boundaries for the proposed Planning District to be known as Planning (Zoning) District 11.

July 7, 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 11.

Background: In 2020, citizens residing in an area north of the Town of Magnolia Springs and north of Planning District 20, approached the Planning and Zoning staff regarding the formation of a new Planning (Zoning) District and the request for a referendum for Zoning in this new district.

The citizen driven effort was led by local citizens Kristin and Hadley Weaver. Alabama Code §45-2-261.07 requires that a new planning district “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.”

The proposed Planning District 11 lies within Voting Precinct 36. However, it is not feasible to utilize Voting Precinct 36 for the new Planning District 11 boundary because Voting Precinct 36 already contains four areas that are separately zoned, including Planning District 20, Planning District 21, the Town of Magnolia Springs, and portions of the City of Foley.

Because Voting Precinct 36 is not a feasible boundary, Planning and Zoning staff considered other factors to establish an appropriate boundary for the proposed Planning District 11. These factors included:

- The southern boundary is generally contiguous with existing zoned areas (Planning Districts 20 & 21 and the Town of Magnolia Springs) along US Highway 98;
- The eastern boundary generally aligns with properties along the Magnolia River and is limited by the City of Foley municipal limits (note: the eastern boundary line was drawn along the east lines of sections 14, 23, and 26 of T7S R3E);
- The western boundary is County Road 9, which is the border of the Town of Magnolia Springs Extraterritorial Jurisdiction;
- The northern boundary is Underwood Road which is also the northern boundary of Voting Precinct 36;
- The boundary was drawn to focus on protecting the watershed of the Magnolia River.

Based on these factors, Planning and Zoning staff recommended the County Commission approve the proposed Planning District 11 boundaries at the Commission’s August 4, 2020, regular meeting. Planning and Zoning staff recommends the details regarding the infeasibility of using the Voting Precinct 36 boundaries and the considerations used to create the proposed boundary be made part of the record.

A map showing the boundaries of the proposed district is attached to this agenda item.

The steps for exercising Planning and Zoning authority are found in Alabama Code §45-2-261 and the proceeding sections.

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.

(COMPLETED)

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 will notify the Judge of Probate. **(COMPLETED)**

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. **(COMPLETED)**

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. **(COMPLETED)**

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. **(COMPLETED)**

Baldwin County Planning and Zoning staff have coordinated with the Judge of Probate and his staff to find an appropriate polling location for the Planning District 11 election. On March 9th, 2021, staff met at New Beginning Christian Fellowship Church at 13672 County Road 55 Foley, Alabama 36535, which has been volunteered as a polling location.

The polling location was found to be suitable by the Judge of Probate in coordination with the Baldwin County Building Maintenance staff. On March 10, 2021, the Judge of Probate, Harry D'Olive, issued the attached Order for Planning and Zoning District 11 Election, setting the date of the election for May 4, 2021, at New Beginning Christian Fellowship Church.

The Probate office is running a notice of election in the paper from March 24, 2021 to April 14, 2021.

Planning and Zoning staff will send out notice letters to all registered voters within the district (according to a list provided by the Probate office) and will coordinate with the Baldwin County Public Information Officer to ensure that notice of the election is posted on County social media accounts.

Staff recommends making the Judge of Probate's Order part of the record.

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):
Make Judge of Probate's Order part of the record.

Additional instructions/notes: Planning and Zoning Department - Provide support as needed, including required mailings and preparation of ballots.

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

ORDER FOR PLANNING AND ZONING DISTRICT 11 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. 11 and to determine whether or not the residents of the Planning and Zoning District No. 11 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 May 4, 2021 at the New Beginning Christian Fellowship Church, 13672 County Road 55, Foley, Alabama 36535, 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. 11 be allowed to vote.

Witness my hand this the 10 day of March, 2021.


Judge of Probate

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA
CASE NO. 39040

NOTICE OF PLANNING AND ZONING DISTRICT 11 ELECTION

Notice is hereby given, pursuant to Act no. 91-719, as amended by Act no. 93-688, as amended by Act No. 98-655, as amended by Act no. 2006-609, as amended by Act no. 2010-719, as amended by Act No. 2020-177, that an election will be held on May 4, 2021, between the hours of 7:00 a.m. and 7:00 p.m., to determine whether or not Planning and Zoning District No. 11, shall be subject to the Planning and Zoning jurisdiction of the Baldwin County Commission. The voting place at which the election will be held is the New Beginning Christian Fellowship Church, 13672 County Rd 55, Foley, Alabama 36535. Those qualified electors residing within Planning and Zoning District 11 shall cast their ballots at the location listed above.


A map showing the territory comprising Planning and Zoning District 11 is on file in the Office of the Judge of Probate of Baldwin County, Alabama, and is open to the inspection of the public.

The proposition to be voted on shall be stated substantially as follows:

“Do you favor the area of Planning and Zoning District 11 being subject to the Planning and Zoning jurisdiction of the Baldwin County Commission?

Yes _____ No _____”

Witness my hand this the 10th day of March, 2021.


Judge of Probate

Planning District 11

Official Polling Location
New Englanders Christian Fellowship Church
1100 County Road 66
Foley, AL 36530

Planning District 11 Election

on

May 4, 2021

From 7:00 a.m. - 7:00 p.m.

New Beginnings Christian Fellowship Church
366 1/2 County Road 55
Foley, AL 36535

[illegible]

PLANNING DISTRICT NO. 11 ZONING ELECTION NOTIFICATION

Please be informed that the Baldwin County Commission, during their March 2, 2021 meeting, authorized an election to allow the qualified electors of Planning (Zoning) District No. 11 an opportunity to vote whether or not they desire to come under, and be subject to, the planning and zoning jurisdiction provided by certain local acts of the Legislature of Alabama, which are commonly referred to as Act No. 91-719, as amended.* Accordingly, a zoning election has been scheduled for the qualified electors (i.e. registered voters) for Planning District No. 11 as follows:

Date of Election: **May 4, 2021**

Polling Place: **New Beginning Christian Fellowship Church**
13672 County Rd 55
Foley, Alabama 36535
(see map on back)

Open for Voting: **7:00 a.m. – 7:00 p.m.**

You must be a qualified elector (i.e. registered voter) residing within the boundaries of Planning District No. 11 to be eligible to vote.

This is a citizen-initiated effort and the Baldwin County Commission does not take a formal position for or against a particular outcome. For additional information on the Planning District No. 11 Zoning Election, please contact:

Baldwin County Planning and Zoning Department (Main Office)

22251 Palmer Street
Robertsdale, Alabama 36567
(251) 580-1655 – *Phone*
(251) 580-1656 – *Fax*

or

Baldwin County Planning and Zoning Department (Foley Office)

201 East Section Avenue
Foley, Alabama 36535
(251) 972-8253 – *Phone*
(251) 972-8520 – *Fax*

or

www.planning.baldwincounty.al.gov

* Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719, as amended by Act No. 2020-177.



Baldwin County Commission

Agenda Action Form

File #: 21-0653, **Version:** 1

Item #: CA1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wayne A. Dyess, County Administrator

Submitted by: Keri E. Green, Commission Executive Assistant

ITEM TITLE

Proclamation - Child Abuse Prevention and Awareness Month and Sexual Assault Prevention and Awareness Month - April 2021

STAFF RECOMMENDATION

Adopt a Proclamation proclaiming the month of April 2021, as "Child Abuse Prevention and Awareness Month" and "Sexual Assault Prevention and Awareness Month" in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: April 2, 2019 - Adopted a Proclamation proclaiming April 2019, as "Child Abuse Prevention and Awareness Month" and "Sexual Assault Prevention and Awareness Month" in Baldwin County.

Background: April is National Child Abuse Prevention Month, which focuses on raising awareness of child abuse and neglect and educating the public on prevention. April is also National Sexual Assault Prevention and Awareness Month, which seeks to raise awareness, find solutions and foster community involvement.

Representatives from CARE House, The Lighthouse and The Exchange Club Family Center will be present at the meeting to accept the Proclamation.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

N/A

Additional instructions/notes: Administration - Please print 3 original Proclamations to present to representatives from CARE House, The Lighthouse and The Family Center.



**BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

PROCLAIMING THE MONTH OF APRIL 2021, AS "CHILD ABUSE PREVENTION AND AWARENESS MONTH" AND "SEXUAL ASSAULT PREVENTION AND AWARENESS MONTH" IN BALDWIN COUNTY, ALABAMA.

WHEREAS, preventing child abuse and neglect is a community problem that depends on involvement from people throughout the community; and

WHEREAS, children deserve the best we have within us and they look to us to be their protectors, role models and heroes; and

WHEREAS, children who are loved and nurtured grow up to love and nurture others; and

WHEREAS, the frightening reality is that more than 7.2 million children are reported abused and neglected each year through more than 4 million maltreatment reports, and five children die every day from maltreatment; and

WHEREAS, children who survive abuse and neglect may carry the burden of their maltreatment into adulthood; and

WHEREAS, children who have been victims of abuse and neglect are more likely to suffer from substance abuse, depression, learning disabilities, academic failure, emotional and behavioral disorders and the inability to foster healthy relationships; and

WHEREAS, child maltreatment knows no social or economic boundaries and occurs in every neighborhood in America; and

WHEREAS, National Child Abuse Prevention Month is a month-long observance, during which communities and organizations raise awareness about the critical issues of child abuse and neglect and educate the public on prevention; and

WHEREAS, statistics show one in five women and one in 33 men will be raped at some point in their lives; and

WHEREAS, according to the Rape, Abuse, and Incest National Network (RAINN), 77 percent of sexual assault crimes are unreported; and

WHEREAS, National Sexual Assault Awareness Month seeks to raise awareness, find solutions and foster community involvement, as well as to remember survivors of sexual assault and offer tribute to all the victims of sexual assault throughout America each year; and

WHEREAS, the effects of child abuse and neglect and sexual assault are felt by the entire community requiring all to join together to take action to create a safer environment for everyone; and

WHEREAS, the Baldwin County Commission commends the Baldwin County CARE House, The Lighthouse, and The Exchange Club Family Center for encouraging all citizens to become more aware of child abuse and neglect and sexual assault within Baldwin County, and for remaining strong and persistent advocates toward the support of all victims of such terrible acts; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the month of April 2021, is hereby set aside as "Child Abuse Prevention and Awareness Month" and "Sexual Assault Prevention and Awareness Month," in Baldwin County, Alabama, to join the Baldwin County CARE House, The Lighthouse, and The Exchange Club Family Center in their collective effort to participate in the prevention of the terrible acts of child abuse and neglect and sexual assault throughout Baldwin County.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette, Alabama, on this the 6th day of April, 2021.

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0614, **Version:** 1

Item #: CA2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Proclamation - Confederate History Month - April 2021

STAFF RECOMMENDATION

Adopt a Proclamation proclaiming April 2021, Confederate History Month in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Confederate History Month is a month designated by seven governments in the Southern United States for the purpose of recognizing and honoring the history of the Confederate States of America. April has traditionally been chosen, as Confederate Memorial Day falls during that month in many of these states.

It is important for all Americans to reflect upon our nation's past, to gain insight from our mistakes and successes, and to come to a full understanding that the lessons learned yesterday and today will carry us through tomorrow.

In honor of Mr. Danny Bert Blackmon, deceased member of the St. John Richardson Liddell Chapter of the Military Order of the Stars and Bars, Felisha Anderson, Archives and History Director, requests that the Baldwin County Commission adopt a Proclamation proclaiming April 2021, "Confederate History Month" in Baldwin County, Alabama.

Richard Sheeley, Master Chief, Petty Officer, U.S. Navy retired will be in attendance to accept the Proclamation.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Commission Administration print for presentation binder and obtain signatures.

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

PROCLAMATION

PROCLAIMING THE MONTH OF APRIL 2021, AS “CONFEDERATE HISTORY MONTH” IN BALDWIN COUNTY, ALABAMA.

WHEREAS, it was during the month of April 1861, that the four-year tragic struggle of the American Civil War began at Fort Sumter, South Carolina and ended at Appomattox, Virginia; and

WHEREAS, the men of Baldwin County, Alabama, without hesitation or evasion, enlisted in the service of the State of Alabama and the Confederate States of America giving service until the end of the conflict; and

WHEREAS, Baldwin County did provide, for the defense of the State of Alabama and the Confederate States of America, numerous military units including the Baldwin Rangers, the Baldwin Star Rangers, Company C of the 15th Calvary, the English Independent Calvary and G.E. Hall’s Militia; and

WHEREAS, Baldwin County was the scene of some of the last fighting of the war at Blakeley, Spanish Fort and all the way north to the Monroe line; and

WHEREAS, many of those veterans and their families lie in marked and unmarked graves in every part of Baldwin County; and

WHEREAS, the descendants of many of these veterans reside in Baldwin County and cherish the tradition of honor, freedom, and love of home and family passed to them by their ancestors; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the Baldwin County Commission hereby proclaims April 2021 as “Confederate History Month,” in 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 6th day of April 2021.*

Commissioner Joe Davis, III, Chairman

Commissioner James E. Ball

Commissioner Billie Jo Underwood

Commissioner Charles F. Gruber



Baldwin County Commission

Agenda Action Form

File #: 21-0645, **Version:** 1

Item #: CA3

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Jeannie M. Peerson, Commission Executive Assistant

ITEM TITLE

Proclamation - National Library Week - April 4 - 10, 2021

STAFF RECOMMENDATION

Adopt a Proclamation which designates April 4 - 10, 2021, as National Library Week in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: April 21, 2020 - Adopted Proclamation for 2020 National Library Week

Background: National Library Week will be observed April 4 - 10, 2021. Elizabeth H. Webb, Director of Baldwin County Library Cooperative, spokesperson for the group will be in attendance to accept the Proclamation, also in attendance Joanna Bailey, Bay Minette Public Library Director, Chad Yarbrough, Baldwin County Library Cooperative, Inc.'s (BCLC) Chairman of the Board, Amanda Burgett, BCLC Assistant Director.

General Information:

First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April. It is a time to celebrate the contributions of our nation's libraries and librarians and to promote library use and support. This support includes free access to books and online resources for families and library business centers that help support entrepreneurship and retraining, as well as many other opportunities. All types of libraries participate, including school, public, academic, and special libraries.

This year the theme is "Welcome to Your Library: Celebrate National Library Week - April 4-10, 2021," which promotes the idea that libraries extend far beyond the four walls of a building and that everyone is welcome to use their services.

The month of April is also considered School Library Month. Celebrations during National Library Week include:

- Monday, April 5, 2021: The 2021 State of America's Library Report is released
- Tuesday, April 6, 2021: National Library Workers Day
- Wednesday, April 7, 2021: National Library Outreach Day
- Thursday, April 11, 2021: Take Action for Libraries Day

History:

In the mid-1950s, research showed that Americans were spending less on books and more on radios, televisions, and musical instruments. Concerned that Americans were reading less, the ALA and the American Book Publishers formed a nonprofit citizens organization in 1954 called The National Book Committee. The committee's goals were ambitious. They ranged from "encouraging people to read in their increasing leisure time" to "improving incomes and health" and "developing strong and happy family life." In 1957, the committee developed a plan for National Library Week based on the idea that once people were motivated to read, they would support and use libraries. With the cooperation of ALA and with help from the Advertising Council, the first National Library Week was observed in 1958, with the theme "Wake Up and Read!" National Library Week was observed again in 1959, and the ALA Council voted to continue the annual celebration. When the National Book Committee disbanded in 1974, ALA assumed full sponsorship.

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):
Commission Administration print, place presentation binder and obtain signatures.

Additional instructions/notes: N/A



**BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

PROCLAIMING APRIL 4 - 10, 2021, AS NATIONAL LIBRARY WEEK IN
BALDWIN COUNTY, ALABAMA.

WHEREAS, libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities, campuses, and schools; and

WHEREAS, libraries are evolving to better serve communities and continue to fulfill their role of leveling the playing field for all who seek information and access to technologies; and

WHEREAS, libraries and librarians open a world of possibilities through innovative STEAM programming, Makerspaces, job-seeking resources and the power of reading; and

WHEREAS, libraries and librarians are providing more opportunities for community engagement and delivering new services that strive to meet the needs of patrons; and

WHEREAS, libraries support democracy and effect social change through the commitment to provide equal access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the week of April 4 - 10, 2021, is hereby designated as National Library Week 2021 theme "Welcome to Your Library" in Baldwin County and we encourage all residents to visit the library this week to take advantage of the wonderful resources available.

*IN WITNESS WHEREOF, we have hereunto
set our hands and caused the Seal of the County
of Baldwin to be affixed at the County Seat in
Bay Minette, Alabama, on this the 6th day of
April, 2021.*

Joe Davis, III, Chairman

ATTEST:

Wayne Dyess, County Administrator

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**NATIONAL
LIBRARY WEEK**
APRIL 4-10, 2021

ALA American Library Association

 **Library Champions**
Investing in America's Libraries

LIBRARIES TRANSFORM



Baldwin County Commission

Agenda Action Form

File #: 21-0630, **Version:** 1

Item #: CA4

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Sheriff Huey Hoss Mack

Submitted by: Tammy Rider, Executive Assistant

ITEM TITLE

Proclamations - National Telecommunicators/Communications Officers Week, National Correctional Officers Week and National Law Enforcement Officers Memorial Week

STAFF RECOMMENDATION

Adopt Proclamations, which proclaim the following in Baldwin County, Alabama:

- 1) National Telecommunicators/Communications Officers Week on April 11 - 17, 2021; and
- 2) National Correctional Officers Week on May 2 - 8, 2021; and
- 3) National Law Enforcement Officers Memorial Week on May 9 - 15, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Sheriff Huey Hoss Mack will be present to accept these proclamations.

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):
Commission Administration print 3 proclamations for presentation binder and obtain signatures.

Additional instructions/notes: N/A



**BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

PROCLAIMING MAY 2 - 8, 2021, AS NATIONAL CORRECTIONAL OFFICERS WEEK IN
BALDWIN COUNTY, ALABAMA.

WHEREAS, on May 5, 1984, Ronald Reagan, the 40th President of the United States, delivered a proclamation, designating the first week in May as National Correctional Officers Week; and

WHEREAS, the staff members who serve in the position of Correctional Officers, whether civilian or security staff, are essential to the day-to-day operations of the Baldwin County Sheriff's Office Corrections Center; and

WHEREAS, the Congress of the United States has recognized the essential services provided by all Correctional Officers in the United States of America; and

WHEREAS, the Baldwin County Sheriff's Office employs 120 Correctional Officers; and

WHEREAS, the Baldwin County Sheriff's Office Correctional Officers oversee the safety and security of approximately 550 inmates on a daily basis; and

WHEREAS, the Baldwin County Sheriff's Office Corrections Center, processes approximately 13,000 inmates being booked in or booked out of the Baldwin County Sheriff's Office Corrections Center on an annual basis; therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED that the week of May 2 - 8, 2021, is hereby designated the National Correctional Officers Week in 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 6th day of April
2021.*

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



**BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

**PROCLAIMING MAY 9 - 15, 2021, AS NATIONAL LAW ENFORCEMENT OFFICERS
MEMORIAL WEEK IN BALDWIN COUNTY, ALABAMA.**

WHEREAS, the Congress of the United States of America recognized the second week of May, as National Law Enforcement Officers Memorial Week; and

WHEREAS, Law Enforcement Officers who have been killed or died in the line of duty, deserve to be remembered and honored each year; and

WHEREAS, the work of all Law Enforcement Officers is essential to preserving peace in our communities and ensuring the safety of precious lives and property; and

WHEREAS, the families of those who have suffered the loss of a Law Enforcement Officer are forever recognized and honored for their loss; and

WHEREAS, Baldwin County Sheriff's Office has lost the following Deputy Sheriffs who were killed in the line of duty:

Deputy Abram Johnson, End of Watch December 26, 1881; and
Deputy James Stewart, End of Watch April 11, 1895; and
Deputy Howard Dutton, End of Watch October 1, 1987; and
Deputy Scott Ward, End of Watch November 23, 2012;

WHEREAS, the Law Enforcement Officers Memorial for Baldwin County is located in Robertsdale, Alabama, and has affixed upon, the names of all 10 law enforcement officers who have been killed in the line of duty in Baldwin County; therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the week of May 9 - 15, 2021, is hereby designated as Law Enforcement Officers Memorial Week in Baldwin County, Alabama. The Baldwin County Commission and the Baldwin County Sheriff's Office extends its most heartfelt gratitude and eternal appreciation for those who have made the ultimate sacrifice, gone beyond the full measure, and given not only of their personal lives, but also have caused hardship upon their families in doing so.

*IN WITNESS WHEREOF, we have hereunto
set our hands and caused the Seal of the County
of Baldwin to be affixed at the County Seat in
Bay Minette, Alabama, on this the 6th day of
April, 2021.*

Commissioner Joe Davis, III, Chairman

ATTEST: _____

Wayne A. Dyess, County Administrator



**BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

PROCLAIMING APRIL 11 - 17, 2021, AS NATIONAL TELECOMMUNICATIONS /
COMMUNICATION OFFICERS WEEK IN BALDWIN COUNTY, ALABAMA.

WHEREAS, the second week of April is dedicated to the men and women who serve as Public Safety Telecommunications Specialists, providing invaluable services to law enforcement personnel throughout the Country and in Baldwin County, Alabama; and

WHEREAS, Telecommunicators were first recognized nationwide by the Contra Costa County Sheriff's Office in 1991; and

WHEREAS, in the early 1990s, the National Association of Public Safety Communications Officials received from the United States Congress, a proclamation through Resolution 284, to create National Public Safety Telecommunicators Week; and

WHEREAS, over 500,000 Telecommunication Specialists provide professional services to first responders throughout the United States; and

WHEREAS, the Baldwin County Sheriff's Office receives invaluable and crucial services provided by 19 Communications Officers; and

WHEREAS, the Baldwin County Sheriff's Office Communications Division receives approximately 100,000 calls for services each year; therefore

BE IT PROCLAIMED, by the Baldwin County Commission and the Baldwin County Sheriff's Office that the week of April 11 - 17, 2021, is hereby designated as Telecommunications Communications Officers Week in 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 6th day of
April 2021.*

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0725, **Version:** 1

Item #: CA5

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Employees of the Quarter for 1st Quarter 2021

STAFF RECOMMENDATION

Present a certificate recognizing the following employees as Employees of the Quarter for the Baldwin County Commission:

Tammy Monte, Highway Department

Glen Todd Reed, Highway Department

Katrina Taylor, Metropolitan Planning Organization

Marshall Harris, Foley Courthouse

James Padgett, Baldwin Regional Area Transit System

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The goal of the Baldwin County Commission's Employee of the Quarter Program is to publicly recognize outstanding employees and acknowledge their accomplishments and contributions to the Baldwin County Commission as a whole. It also offers an opportunity for all employees within the County to recognize their peers for their exceptional job performance as well as offering the citizens an opportunity to recognize county employees who exhibit exceptional customer service. The Baldwin County Commission has implemented a program to recognize outstanding employees. Each quarter, an employee will be selected based on factors such as: significantly improving customer/employee service or increasing customer satisfaction, significantly improving work processes or increasing implemented procedure efficiency, taking initiative to reduce organizational barriers through activities such as mentoring, voluntarily assist in cross-functional teams, works to foster collaboration, communication, and cooperation among peers, management and staff, and

performs at a level above and beyond normal job requirements.

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

EMPLOYEE OF THE QUARTER

We are what we repeatedly do. Excellence then, is not an act, but a habit.
-Aristotle

We Hereby Express Our Sincere Appreciation To

Tammy Monte
Highway Department

In Grateful Recognition
Of
Dedicated Public Service
For the period of
January to March, 2021

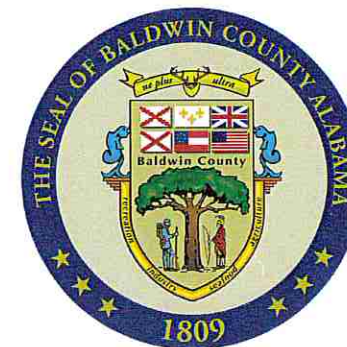
This the 6th Day of April in the year Two Thousand and Twenty-One.

Chairman Joseph L. Davis III

Vice Chairman James E. Ball

Commissioner Billie Jo Underwood

Commissioner Charles F. Gruber





BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

EMPLOYEE OF THE QUARTER

We are what we repeatedly do. Excellence then, is not an act, but a habit.
-Aristotle

We Hereby Express Our Sincere Appreciation To

Glen Todd Reed
Highway Department
In Grateful Recognition
Of
Dedicated Public Service
For the period of
January to March, 2021

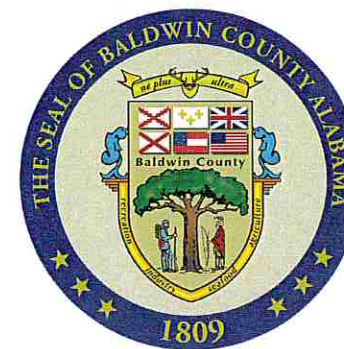
This the 6th Day of April in the year Two Thousand and Twenty-One.

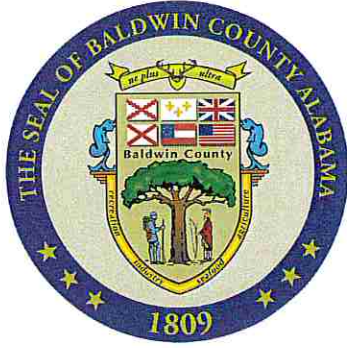
Chairman Joseph L. Davis III

Vice Chairman James E. Ball

Commissioner Billie Jo Underwood

Commissioner Charles F. Gruber





BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

EMPLOYEE OF THE QUARTER

We are what we repeatedly do. Excellence then, is not an act, but a habit.
-Aristotle

We Hereby Express Our Sincere Appreciation To

Katrina Taylor
Metropolitan Planning Organization

In Grateful Recognition
Of
Dedicated Public Service
For the period of
January to March, 2021

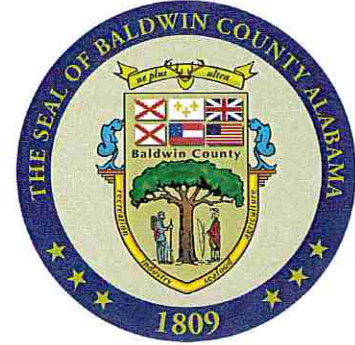
This the 6th Day of April in the year Two Thousand and Twenty-One.

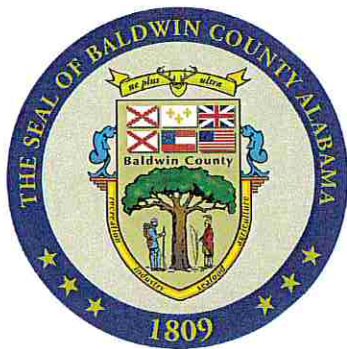
Chairman Joseph L. Davis III

Vice Chairman James E. Ball

Commissioner Billie Jo Underwood

Commissioner Charles F. Gruber





BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

EMPLOYEE OF THE QUARTER

We are what we repeatedly do. Excellence then, is not an act, but a habit.
-Aristotle

We Hereby Express Our Sincere Appreciation To

Marshall Harris
Foley Courthouse

In Grateful Recognition
Of
Dedicated Public Service
For the period of
January to March, 2021

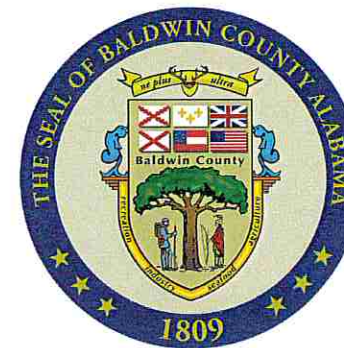
This the 6th Day of April in the year Two Thousand and Twenty-One.

Chairman Joseph L. Davis III

Vice Chairman James E. Ball

Commissioner Billie Jo Underwood

Commissioner Charles F. Gruber





BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

EMPLOYEE OF THE QUARTER

We are what we repeatedly do. Excellence then, is not an act, but a habit.
-Aristotle

We Hereby Express Our Sincere Appreciation To

James Padgett

Baldwin Regional Area Transit System (BRATS)

In Grateful Recognition

Of

Dedicated Public Service

For the period of

January to March, 2021

This the 6th Day of April in the year Two Thousand and Twenty-One.

Chairman Joseph L. Davis III

Vice Chairman James E. Ball

Commissioner Billie Jo Underwood

Commissioner Charles F. Gruber





Baldwin County Commission

Agenda Action Form

File #: 21-0721, **Version:** 1

Item #: DN1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Seth Peterson, P.E., Pre-Construction Manager

Gayle Pierce, Right-of-Way Technician II

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Case No. VAC-20-3 - Vacation of a Portion of a 60' Unopened, Unimproved Right-of-Way off Koier Road

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the request from the Koier Family, LLC, to vacate a portion of a 60' unopened, unimproved right-of-way off Koier Road; and
- 2) Adopt Resolution #2021-048, which approves the vacation in accordance with Section 23-4-2 and Section 23-4-20 of the Code of Alabama 1975.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The petitioner, Koier Family, LLC, owns all of the property abutting the area requested to be vacated. The area to be vacated is not located in a municipality nor maintained by the County.

Section 23-4-2 of the Code of Alabama 1975 reads as follows:

Procedure.

(a) Whenever the governing body of a municipality or county proposes to vacate a public street, alley, or highway, or portion thereof, the governing body shall schedule a public hearing prior to taking final action and shall publish notice of the proposed hearing on the vacation in a newspaper of general circulation in the portion of the county where the street, alley, or highway lies once a week for four consecutive weeks in the county prior to deciding the issue at a regularly scheduled meeting of the governing body. A copy of the notice shall be posted on a bulletin board at the county courthouse

and shall also be served by U.S. mail at least 30 days prior to the scheduled meeting on any abutting owners and on any entity known to have facilities or equipment such as utility lines, both aerial or buried, within the public right-of-way of the street, alley, or highway to be vacated. The notice shall describe the street, alley, highway, or portion thereof, proposed to be vacated and also give the date, time, and location of the meeting of the governing body at which the proposed vacation is scheduled to be addressed. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the governing body or may request an opportunity to be heard at the public hearing held as required herein.

(b) If the governing body elects to vacate, it shall adopt a resolution which shall describe with accuracy the street, alley, or highway, or portion thereof, to be vacated and shall give the names of the owner or owners of the abutting lots or parcels of land and also the owner or owners of such other lots or parcels of land, if any, which will be cut off from access thereby over some other reasonable and convenient way. The resolution shall further set forth that it is in the interest of the public that such street, alley, or highway, or portion thereof, be vacated and shall be filed in the probate court of the county. In counties which elect the members of the county commission by single-member districts, the motion to approve the vacation shall be made by the commissioner in whose district the portion of the public street, alley, or highway to be vacated is located. The vacation shall not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property, and if that right is not afforded by the remaining streets and alleys, another street or alley affording that right much be dedicated. The filing of the resolution as required herein shall operate as a declaration of the governing body's vacation and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part of the public street, alley, or highway vacated. Title and all public rights, including the right to close the street, alley, or highway vacated, shall vest in the abutting landowners. Entities with utility lines, equipment, or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment, and facilities to the same extent as if the vacation had not occurred. Notice of the governing body's action shall be published once in a newspaper in the county no later than 14 days after its adoption.

Section 23-4-20(a) of the Code of Alabama 1975 reads as follows:

Subject to the conditions set out in this subsection, any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated by following the procedures set out herein. The owner or owners of the land abutting the street or alley to be vacated shall join in a written petition requesting that the street or alley be vacated and shall file the petition with the governing body with jurisdiction over the street or alley, or portion thereof, requesting the governing body's approval of the vacation. Following receipt of the written request for assent, the governing body shall act upon the request applying the same notice, hearing, voting, and appeal procedures as set forth in Section 23-4-2 and 23-4-5, and if the governing body approves the vacation, it shall have the same effect as provided therein, including that the vacation shall not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property, and if that right is not afforded by the remaining streets and alleys, another street or alley affording that right must be dedicated.

The notice (see attached) for the public hearing to be held on April 6, 2021, is currently running for four (4) consecutive weeks in all Gulf Coast Newspapers. Staff also posted said notice on bulletin boards at the Bay Minette Administration Building, the Foley Satellite Courthouse, the Fairhope Satellite Courthouse and Central Annex in Robertsdale.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney - 03/24/2021 - los

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff, Highway Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff will have all necessary documents executed by the Chairman. Highway Department (Gayle Pierce) will have the notice of action by the County Commission published in all Gulf Coast Newspapers within 14 days and record all necessary documents. (Recording required only if vacation is granted by the Commission.)

Contact:

Mr. Daniel L. Koier
22329 Koier Road
Robertsdale, Alabama 36567

Additional instructions/notes: N/A

COUNTY OF BALDWIN

STATE OF ALABAMA

RESOLUTION NO. 2021-048

RESOLUTION OF THE COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA
FOR THE VACATION OF A PORTION OF A 60 FOOT UNOPENED, UNIMPROVED
RIGHT OF WAY OFF KOIER ROAD

R E C I T A L S:

1. Koier Family, LLC ("**Petitioner**") is the owner and holder of interest of the lands abutting a 60' unopened, unimproved right of way off Koier Road, more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 3, Township 6 South, Range 5 East; thence run westerly 60', more or less, to the point of beginning of the right of way herein to be vacated; thence run southwesterly and parallel to Koier Road a distance of 150', more or less, to a point on the south right of way line; thence run westerly along the south right of way line a distance 1130', more or less, to the west right of way line; thence run northwesterly a distance of 60', more or less, to the north right of way line; thence run easterly along the north right of way line a distance of 1265', more or less, to the point of beginning.

Meaning and intending to describe right of way lying in the Southeast Quarter of the Northeast Quarter and Northeast Quarter of the Southeast Quarter. Also intending to describe portion of right of way deeded to Baldwin County in Real Property Book 576, page 1695 and Real Property Book 758, page 1146, recorded in Baldwin County Probate, Baldwin County, Alabama. (hereafter referred to as the "Right of Way")

2. The **Petitioner** has filed a **Petition** with the **County Commission of Baldwin County, Alabama** (the "**County Commission**") requesting that the **County Commission** adopt a resolution to vacate the Right of Way.
3. The **Petitioner**, pursuant to **Section 23-4-2, et. seq., Code of Alabama 1975**, desires to destroy the force and effect of the dedication of the Right of Way and divest all public rights, including any and all rights which may have been acquired by prescription in and to the Right of Way.
4. The Right of Way is located within **Baldwin County, Alabama** and is not located within the municipal limits of any municipality.

5. It is in the interest of the public that the Right of Way be closed and vacated.
6. The vacation of the Right of Way does not deprive other property owners of such rights as they may have to convenient and reasonable means of ingress and egress to and from their property.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, that the **County Commission** does assent to the vacation of the Right of Way described in **Paragraph 1** of this **Resolution** and, as such, the Right of Way is hereby vacated and annulled and all public rights and easements therein are divested.

The foregoing resolution was adopted and approved on the _____ day of _____ 2021, by the Baldwin County Commission.

Approved:

JOE DAVIS, III, CHAIRMAN
BALDWIN COUNTY COMMISSION

Attest:

WAYNE DYESS, COUNTY ADMINISTRATOR
BALDWIN COUNTY COMMISSION

05- - - - -

LOCATION OF PROPOSED RIGHT-OF-WAY:

Beginning at the Southwest corner of the Southeast ¼ of the Northeast ¼ of Section 3, Township 6 South, Range 5 East run East along the ½ section line 1320 feet, more or less, to the East section line; Thence run North along the East section line 30 feet; Thence run West and parallel to the ½ section line 1320 feet, more or less; Thence run South 30 feet to the point of beginning.

Said right-of-way lying in the Southeast ¼ of the Northeast ¼ of Section 3, Township 6 South, Range 5 East, Baldwin County, Alabama and containing 0.909 acres, more or less.

LAYMAN'S DESCRIPTION:

Sixty (60) foot right-of-way was deeded in 1986 to straighten out curves in existing dirt road. The connecting road was never extended. In 1990, when William L. Koier moved back on property, he asked for right-of-way to be nullified because of proximity to existing buildings and existing road was sufficient (see attached letter). He received Quitclaim deed dated 02/14/1990 (REAL 381 Pgs. 1432-1433) but need Baldwin County to vacate. No changes were made to existing road and right-of-way was never used. No utilities are involved.

IS THE RIGHT-OF-WAY CURRENTLY MAINTAINED BY BALDWIN COUNTY? ___YES _X_NO

SIGNATURE OF PRIMARY CONTACT PERSON _____

Daniel Z. Koier

DATE 12-8-20

STATE OF ALABAMA

COUNTY OF BALDWIN

PETITION TO THE COUNTY COMMISSION
OF BALDWIN COUNTY, ALABAMA
FOR ASSENT TO VACATION OF UNOPENED RIGHT OF WAY OFF KOIER ROAD

COMES NOW Koier Family LLC (hereinafter the "Petitioner"), to respectfully request the County Commission of Baldwin County, Alabama (the "County Commission"), to adopt the attached resolution in order to vacate a portion of unopened right of way described in this Petition. In support of this Petition, your Petitioner shows as follows:

1. The Petitioner owns property which abuts or touches that portion of unopened right of way described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 3, Township 6 South, Range 5 East; thence run westerly 60', more or less, to the point of beginning of the right of way herein to be vacated; thence run southwesterly and parallel to Koier Road a distance of 150', more or less, to a point on the south right of way line; thence run westerly along the south right of way line a distance 1130', more or less, to the west right of way line; thence run northwesterly a distance of 60', more or less, to the north right of way line; thence run easterly along the north right of way line a distance of 1265', more or less, to the point of beginning.

Meaning and intending to describe right of way lying in the Southeast Quarter of the Northeast Quarter and Northeast Quarter of the Southeast Quarter. Also intending to describe portion of right of way deeded to Baldwin County in Real Property Book 576, page 1695 and Real Property Book 758, page 1146, recorded in Baldwin County Probate, Baldwin County, Alabama.

2. The Petitioner, pursuant to Ala. Code 1975, Section 23-4-20, desire to vacate that portion of unopened right of way described in paragraph 1 of this Petition, and, pursuant to applicable law, destroy the force and effect of the prescriptive rights which may have accrued to Baldwin County on that portion of unopened right of way described in paragraph 1 of this Petition and to divest all public rights, including any and all rights which may have been acquired by prescription in and to that portion of unopened right of way described in paragraph 1 of this Petition.

3. The property described as that portion of unopened right of way described in paragraph 1 of this Petition is located in Baldwin County, Alabama.

4. That portion of unopened right of way described in paragraph 1 of this Petition is of no use to the public as a street.

5. That portion of unopened right of way described in paragraph 1 of this Petition will not be maintained by Baldwin County, Alabama and will be maintained by the Owners.

6. It is in the interest of the public that the portion of unopened right of way described in paragraph 1 of this Petition be closed and vacated.

7. The vacation of that portion of unopened right of way described in paragraph 1 of this Petition shall not deprive other property owners of such rights as they may have to convenient and reasonable means of ingress and egress to and from their property.

NOW THEREFORE, the Petitioner, constituting the owner of property which abuts or touches that portion of unopened right of way described in paragraph 1 of this Petition, being desirous that that portion of unopened right of way described in paragraph 1 of this Petition be vacated and annulled pursuant to the provisions and requirements of Ala. Code 1975, Section 23-4-20, do, by execution of this Petition respectfully request the County Commission of the County of Baldwin, Alabama, to consent to the vacation of that portion of unopened right of way described in paragraph 1 of this Petition.

RESPECTFULLY SUBMITTED on this the 11 day of January, 2021.

Daniel L. Koier (Seal)
PETITIONER

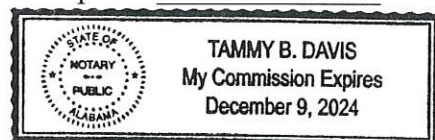
Koier Family, LLC
Daniel L. Koier, acting in his capacity as a
Managing Member
22329 Koier Road
Robertsdale, AL 36567

STATE OF ALABAMA
COUNTY OF BALDWIN

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Daniel L. Koier, whose name as Managing Member of Koier Family, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Sworn to and subscribed before me on this the 11 day of January, 2021.

Tammy B. Davis
NOTARY PUBLIC
My Commission Expires: _____





BALDWIN COUNTY

HIGHWAY DEPARTMENT

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

*JOEY NUNNALLY, P.E.
COUNTY ENGINEER*

NOTICE OF PUBLIC HEARING

CASE NO: VAC-20-3

NOTICE IS HEREBY GIVEN in accordance with Section 23-4-2 and 23-4-20 of the Code of Alabama (1975), as amended, that the Baldwin County Commission will hold a Public Hearing on **Tuesday, April 6th, 2021** beginning at 8:30 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square in Bay Minette, Alabama to consider vacating portions of a 60' unopened right of way . More particularly described as follows:

LEGAL DESCRIPTION OF SAID RIGHT OF WAY PROPOSED TO BE VACATED

Commencing at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 3, Township 6 South, Range 5 East; thence run westerly 60', more or less, to the point of beginning of the right of way herein to be vacated; thence run southwesterly and parallel to Koier Road a distance of 150', more or less, to a point on the south right of way line; thence run westerly along the south right of way line a distance 1130', more or less, to the west right of way line; thence run northwesterly a distance of 60', more or less, to the north right of way line; thence run easterly along the north right of way line a distance of 1265', more or less, to the point of beginning.




Meaning and intending to describe right of way lying in the Southeast Quarter of the Northeast Quarter and Northeast Quarter of the Southeast Quarter. Also intending to describe portion of right of way deeded to Baldwin County in Real Property Book 576, page 1695 and Real Property Book 758, page 1146, recorded in Baldwin County Probate, Baldwin County, Alabama.

LAYMEN'S DESCRIPTION OF SAID RIGHT OF WAY PROPOSED TO BE VACATED

Portion of a 60' right of way running east and west and being west of existing right of way along the south line of the Southeast Quarter of the Northeast Quarter and the north line of the Northeast Quarter of the Southeast Quarter and recorded in Real Property Book 576, page 1695 and Real Property Book 758, page 1, lying in Section 3, Township 6 South, Range 5 East, Baldwin County, Alabama.

For any questions pertaining to this action, please contact the Baldwin County Highway Department/ at 251-937-0371.

Legend

-  Paved
-  Unpaved
-  911 Roads

D

Area of vacation

UNNAMED

HAZEN RD

JOE FOLEY RD

MATEJA RD

KOIER RD

DYESS LN

WHISPERING PINES LN

U S HWY 90

COUNTY RD 87

GREEK CEMETERY RD

HANNAH RD

GILMAN LN

RE TOWER RD



Section 3
Township 6 South
Range 5 East

R/W VACATION REQUEST: 60' UNOPENED/UNIMPROVED DEEDED RIGHT OF WAY

0 0.25 0.5 0.75 1 Miles



Legend

- Unpaved
- 911 Roads
- LAND PARCELS



Section 3
Township 6 South
Range 5 East

R/W VACATION REQUEST: 60' UNOPENED/UNIMPROVED DEEDED RIGHT OF WAY

0 0.05 0.1 0.15 0.2 Miles



Koier Road
(RW in the NE 1/4 and SE 1/4)

Area 200
Dirt
Maintained
1.04 miles

Section 3-6-5

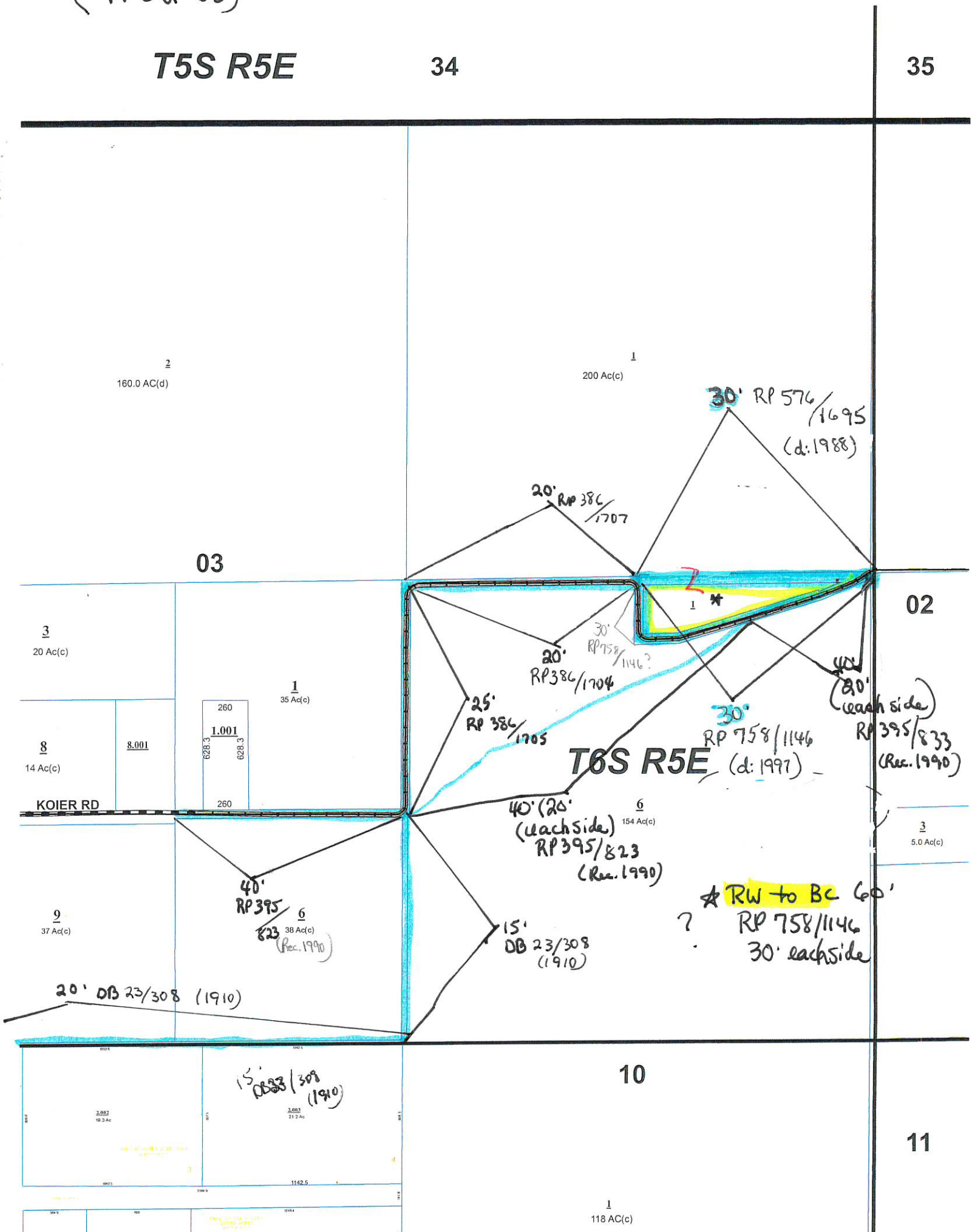
Rd Id:
#201138/1

(49-02-03)

T5S R5E

34

35



GULF COAST MEDIA

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

FOLEY 251.943.2151

The Courier – The Islander

The Onlooker

The Baldwin Times

LEGAL REP -

251-345-6805

PROOF OF PUBLICATION

STATE OF ALABAMA • BALDWIN COUNTY

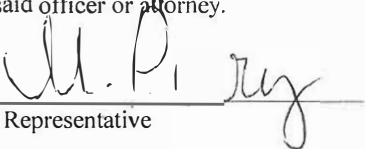
Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County,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


03/10/2021, 03/17/2021, 03/24/2021, 03/31/2021

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


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

April M. Perry, Legal Ad Representative



x 

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



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 03/31/2021.

BALDWIN COUNTY HIGHWAY DEPT.- LE

Acct#: 983493

Ad#: 322031

CASE NO: VAC-20-3

Amount of Ad: \$515.44

Legal File# CASE NO: VAC-20

NOTICE OF
PUBLIC HEARING

CASE NO: VAC-20-3

NOTICE IS HEREBY GIVEN in accordance with Section 23-4-2 and 23-4-20 of the Code of Alabama (1975), as amended, that the Baldwin County Commission will hold a Public Hearing on Tuesday, April 6th, 2021 beginning at 8:30 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square in Bay Minette, Alabama to consider vacating portions of a 60' unopened right of way . More particularly described as follows:

LEGAL DESCRIPTION OF
SAID RIGHT OF WAY PROPOSED TO BE VACATED

Commencing a the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 3, Township 6 South, Range 5 East; thence run westerly 60', more or less, to the point of beginning of the right of way herein to be vacated; thence run southwesterly and parallel to Koier Road a distance of 150', more or less, to a point on the south right of way line; thence run westerly along the south right of way line a distance 1130', more or less, to the west right of way line; thence run northwesterly a distance of 60', more or less, to the north right of way line; thence run easterly along the north right of way line a distance of 1265', more or less, to the point of beginning. Meaning and intending to describe right of way lying in the Southeast Quarter of the Northeast Quarter and Northeast Quarter of the Southeast Quarter. Also intending to describe portion of right of way deeded to Baldwin County in Real Property Book 576, page 1695 and Real Property Book 758, page 1146, recorded in Baldwin County Probate, Baldwin County, Alabama.

LAYMEN'S DESCRIPTION OF
SAID RIGHT OF WAY PROPOSED TO BE VACATED

Portion of a 60' right of way running east and west and being west of existing right of way along the south line of the Southeast Quarter of the Northeast Quarter and the north line of the Northeast Quarter of the Southeast Quarter and recorded in Real Property Book 576, page 1695 and Real Property Book 758, page 1, lying in Section 3, Township 6 South, Range 5 East, Baldwin County, Alabama.

For any questions pertaining to this action, please contact the Baldwin County Highway Department/ at 251-937-0371.
March 10-17-24-31, 2021



Baldwin County Commission

Agenda Action Form

File #: 21-0722, **Version:** 1

Item #: DN2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Seth Peterson, P.E., Pre-Construction Manager

Gayle Pierce, Right-of-Way Technician II

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Case No. VAC-21-1 - Vacation of a 20' Unopened, Unimproved Right-of-Way East of Lawrence Road

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the request from Wendell Hudson, Tonia Hudson and Ernest W. Gabel, Jr. to vacate a 20' unopened, unimproved right-of-way east of Lawrence Road; and
- 2) Adopt Resolution #2021-049, which approves the vacation in accordance with Section 23-4-2 and Section 23-4-20 of the Code of Alabama 1975.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The petitioners, Wendell Hudson, Tonia Hudson and Earnest W. Gabel, Jr., own all of the property abutting the area requested to be vacated. The area to be vacated is not located in a municipality nor maintained by the County.

Section 23-4-2 of the Code of Alabama 1975 reads as follows:

Procedure.

(a) Whenever the governing body of a municipality or county proposes to vacate a public street, alley, or highway, or portion thereof, the governing body shall schedule a public hearing prior to taking final action and shall publish notice of the proposed hearing on the vacation in a newspaper of general circulation in the portion of the county where the street, alley, or highway lies once a week for four consecutive weeks in the county prior to deciding the issue at a regularly scheduled meeting of the governing body. A copy of the notice shall be posted on a bulletin board at the county courthouse and shall also be served by U.S. mail at least 30 days prior to the scheduled meeting on any abutting

owners and on any entity known to have facilities or equipment such as utility lines, both aerial or buried, within the public right-of-way of the street, alley, or highway to be vacated. The notice shall describe the street, alley, highway, or portion thereof, proposed to be vacated and also give the date, time, and location of the meeting of the governing body at which the proposed vacation is scheduled to be addressed. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the governing body or may request an opportunity to be heard at the public hearing held as required herein.

(b) If the governing body elects to vacate, it shall adopt a resolution which shall describe with accuracy the street, alley, or highway, or portion thereof, to be vacated and shall give the names of the owner or owners of the abutting lots or parcels of land and also the owner or owners of such other lots or parcels of land, if any, which will be cut off from access thereby over some other reasonable and convenient way. The resolution shall further set forth that it is in the interest of the public that such street, alley, or highway, or portion thereof, be vacated and shall be filed in the probate court of the county. In counties which elect the members of the county commission by single-member districts, the motion to approve the vacation shall be made by the commissioner in whose district the portion of the public street, alley, or highway to be vacated is located. The vacation shall not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property, and if that right is not afforded by the remaining streets and alleys, another street or alley affording that right much be dedicated. The filing of the resolution as required herein shall operate as a declaration of the governing body's vacation and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part of the public street, alley, or highway vacated. Title and all public rights, including the right to close the street, alley, or highway vacated, shall vest in the abutting landowners. Entities with utility lines, equipment, or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment, and facilities to the same extent as if the vacation had not occurred. Notice of the governing body's action shall be published once in a newspaper in the county no later than 14 days after its adoption.

Section 23-4-20(a) of the Code of Alabama 1975 reads as follows:

Subject to the conditions set out in this subsection, any street or alley may be vacated, in whole or in part, by the owner or owners of the land abutting the street or alley or abutting that portion of the street or alley desired to be vacated by following the procedures set out herein. The owner or owners of the land abutting the street or alley to be vacated shall join in a written petition requesting that the street or alley be vacated and shall file the petition with the governing body with jurisdiction over the street or alley, or portion thereof, requesting the governing body's approval of the vacation. Following receipt of the written request for assent, the governing body shall act upon the request applying the same notice, hearing, voting, and appeal procedures as set forth in Section 23-4-2 and 23-4-5, and if the governing body approves the vacation, it shall have the same effect as provided therein, including that the vacation shall not deprive other property owners of any right they may have to convenient and reasonable means of ingress and egress to and from their property, and if that right is not afforded by the remaining streets and alleys, another street or alley affording that right must be dedicated.

The notice (see attached) for the public hearing to be held on April 6, 2021, is currently running for four (4) consecutive weeks in all Gulf Coast Newspapers. Staff also posted said notice on bulletin boards at the Bay Minette Administration Building, the Foley Satellite Courthouse, the Fairhope Satellite Courthouse and Central Annex in Robertsedale.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: Brad Hicks, County Attorney - 03/24/2021 - los

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: Forthcoming from staff.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff, Highway Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff will have all necessary documents executed by the Chairman. Highway Department (Gayle Pierce) will have the notice of action by the County Commission published in all Gulf Coast Newspapers within 14 days and record all necessary documents. (Recording required only if vacation is granted by the Commission.)

Contact:

Mr. Wendell Hudson
457 S Mobile Street
Fairhope, Alabama 36532

Additional instructions/notes: N/A

COUNTY OF BALDWIN

STATE OF ALABAMA

RESOLUTION NO. 2021-049

RESOLUTION OF THE COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA
FOR THE VACATION OF A 20 FOOT UNOPENED, UNIMPROVED RIGHT OF WAY
EAST OF LAWRENCE ROAD

R E C I T A L S:

1. Wendell Hudson, Tonia Hudson and Ernest W. Gabel, Jr. ("**Petitioners**") are the owners and holders of interest of the lands abutting a 20' unopened, unimproved right of way east of Lawrence Road, more particularly described as follows:
Commencing at the Northwest corner of Section 24, Township 6 South, Range 2 East, Baldwin County, Alabama, thence run easterly 30 feet to the east right of way line of Lawrence Road and being the point of beginning of the right of way herein to be vacated; thence run easterly along existing north right of way a distance of 1305 feet, more or less, to the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section; thence run southerly along the east line of said Quarter/ Quarter, a distance of 20 feet, more or less; thence run westerly a distance of 1305 feet, more or less, to the east right of way line of Lawrence Road; thence run northerly a distance of 20 feet, more or less, to the point of beginning. (hereafter referred to as the "Right of Way")
2. The **Petitioners** have filed a **Petition** with the **County Commission of Baldwin County, Alabama** (the "**County Commission**") requesting that the **County Commission** adopt a resolution to vacate the Right of Way.
3. The **Petitioners**, pursuant to **Section 23-4-2, et. seq., Code of Alabama 1975**, desire to destroy the force and effect of the dedication of the Right of Way and divest all public rights, including any and all rights which may have been acquired by prescription in and to the Right of Way.
4. The Right of Way is located within **Baldwin County, Alabama** and is not located within the municipal limits of any municipality.
5. It is in the interest of the public that the Right of Way be closed and vacated.
6. The vacation of the Right of Way does not deprive other property owners of such rights as they may have to convenient and reasonable means of ingress and egress to and from their property.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, that the **County Commission** does assent to the vacation of the Right of Way described in **Paragraph 1** of this **Resolution** and, as such, the Right of Way is hereby vacated and annulled and all public rights and easements therein are divested.

The foregoing resolution was adopted and approved on the _____ day of _____ 2021, by the Baldwin County Commission.

Approved:

JOE DAVIS, III, CHAIRMAN
BALDWIN COUNTY COMMISSION

Attest:

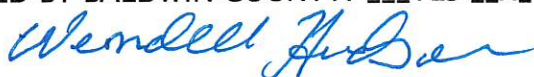
WAYNE DYESS, COUNTY ADMINISTRATOR
BALDWIN COUNTY COMMISSION

LOCATION OF PROPOSED RIGHT-OF-WAY: Commencing at the Northwest corner of Section 24, Township 6 South, Range 2 East, Baldwin County, Alabama, thence run easterly 30 feet to the east right of way line of Lawrence Road and being the point of beginning of the right of way herein to be vacated; thence run easterly along existing north right of way a distance of 1305 feet, more or less, to the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section; thence run southerly along the east line of said Quarter/ Quarter, a distance of 20 feet, more or less; thence run westerly a distance of 1305 feet, more or less, to the east right of way line of Lawrence Road; thence run northerly a distance of 20 feet, more or less, to the point of beginning.

LAYMAN'S DESCRIPTION A 20 foot right of way running east and west on the north line of the Northwest Quarter of the Northwest Quarter of Section 24, Township 6 South, Range 2 East, as recorded in Deed Book 25, page 173, in the Office of the Judge of Probate, Baldwin County, Alabama

IS THE RIGHT-OF-WAY CURRENTLY MAINTAINED BY BALDWIN COUNTY? ___YES __X_NO

SIGNATURE OF PRIMARY CONTACT PERSON



Wendell Hudson

DATE Jan-23-2021

(601) 408-8593

The address on Lawrence Road in Fairhope is 20,000 Lawrence Road on a 20 acre parcel owned by Wendell and Tonia Hudson, 20 Ft Right-Of-Way is on north line of 20 acre parcel, the 20 Ft is all within the 20 acre parcel owned by Wendell and Tonia Hudson. There are no utilities on the Right-Of-Way the property is currently farmland

PETITION TO THE COUNTY COMMISSION
OF BALDWIN COUNTY, ALABAMA
FOR ASSENT TO VACATION OF A 20 ft unopened Right-Of-Way

STATE OF ALABAMA

COUNTY OF BALDWIN

COMES NOW Wendell Hudson, Tonia Hudson, and Ernest W. Gabel, Jr.,

(hereinafter the "Petitioners"), to respectfully request the County Commission of Baldwin County, Alabama (the "County Commission"), to adopt the attached resolution in order to vacate a portion of A 20 ft unopened Right-Of-Way described in this Petition. In support of this Petition, your Petitioner(s) shows as follows:

1. The Petitioner(s) owns property which abuts or touches that portion of A 20 ft unopened Right-Of-Way described as follows:

Commencing at the Northwest corner of Section 24, Township 6 South, Range 2 East, Baldwin County, Alabama, thence run easterly 30 feet to the east right of way line of Lawrence Road and being the point of beginning of the right of way herein to be vacated; thence run easterly along existing north right of way a distance of 1305 feet, more or less, to the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section; thence run southerly along the east line of said Quarter/ Quarter, a distance of 20 feet, more or less; thence run westerly a distance of 1305 feet, more or less, to the east right of way line of Lawrence Road; thence run northerly a distance of 20 feet, more or less, to the point of beginning

2. The Petitioner(s), pursuant to Ala. Code 1975, Section 23-4-20, desire to vacate that portion of A 20 ft unopened Right-Of-Way described in paragraph 1 of this Petition, and, pursuant to applicable law, destroy the force and effect of the prescriptive rights which may have accrued to Baldwin County on that portion of A 20 ft unopened Right-Of-Way described in paragraph 1 of this Petition and to divest all public rights, including any and all rights which may have been acquired by prescription in and to that portion of A 20 ft unopened Right-Of-Way described in paragraph 1 of this Petition.

3. The property described as that portion of A 20 ft unopened Right-Of-Way described in paragraph 1 of this Petition is located in Baldwin County, Alabama and is not located within the municipal limits of any municipality.

4. That portion of A 20 ft unopened Right-Of-Way described in paragraph 1 of this Petition is of no use to the public as a street.

5. That portion of A 20 ft unopened Right-Of-Way described in paragraph 1 of this Petition will not be maintained by Baldwin County, Alabama and will be maintained by the Owners.

6. It is in the interest of the public that the portion of A 20 ft unopened Right-Of-Way described in paragraph 1 of this Petition be closed and vacated.

7. The vacation of that portion of A 20 ft unopened Right-Of-Way described in paragraph 1 of this Petition shall not deprive other property owners of such rights as they may have to convenient and reasonable means of ingress and egress to and from their property.

NOW THEREFORE, the Petitioner(s), constituting the owner(s) of property which abuts or touches that portion of A 20 ft unopened Right-Of-Way described in paragraph 1 of this Petition, being desirous that that portion of A 20 ft unopened Right-Of-Way described in paragraph 1 of this Petition be vacated and annulled pursuant to the provisions and requirements of Ala. Code 1975, Section 23-4-20, do, by execution of this Petition respectfully request the County Commission of the County of Baldwin, Alabama, to consent to the vacation of that portion of A 20 ft unopened Right-Of-Way described in paragraph 1 of this Petition.

RESPECTFULLY SUBMITTED on this the 27 day of January, 2021

Ernest W. Gable Jr. (Seal)
PETITIONER

Ernest W. Gable, Jr.
20190 County Rd 33
Fairhope AL 36532

_____(Seal)
PETITIONER

STATE OF Alabama

COUNTY OF Baldwin

I, Chelton G. Niemeyer, a Notary Public, in and for said County and State, hereby certify that Ernest W. Gable, Jr. whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, has/have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of January, 2021.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-5-22

RESPECTFULLY SUBMITTED on this the _____ day of _____, 20__

Wendell Hudson (Seal)

PETITIONER

Wendell Hudson

457 S Mobile St

Fairhope, AL 36532

(Seal)
PETITIONER

STATE OF ALABAMA

COUNTY OF Baldwin

I, BRENDA L. COPELAND, a Notary Public, in and for said County and State, hereby certify that WENDELL HUDSON whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, has/have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of JANUARY, 2021.

Brenda L. Copeland

NOTARY PUBLIC

My Commission Expires: 6/25/2022

RESPECTFULLY SUBMITTED on this the _____ day of _____, 20__

Tonia Hudson (Seal)
PETITIONER
Tonia Hudson
457 S Mobile St
Fairhope, AL 39532

(Seal)
PETITIONER

STATE OF ALABAMA

COUNTY OF BALDWIN

I, BRENDA L. COPELAND, a Notary Public, in and for said County and State, hereby certify that TONIA HUDSON whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, has/have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of JANUARY, 2021.

Brenda L. Copeland
NOTARY PUBLIC
My Commission Expires: 06/25/2022

RESPECTFULLY SUBMITTED on this the _____ day of _____, 20__



BALDWIN COUNTY

HIGHWAY DEPARTMENT

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

*JOEY NUNNALLY, P.E.
COUNTY ENGINEER*

NOTICE OF PUBLIC HEARING

CASE NO: VAC-21-1

NOTICE IS HEREBY GIVEN in accordance with Section 23-4-2 and 23-4-20 of the Code of Alabama (1975), as amended, that the Baldwin County Commission will hold a Public Hearing on **Tuesday, April 6th, 2021** beginning at 8:30 a.m. at the Baldwin County Administration Building, Commission Chambers, 322 Courthouse Square in Bay Minette, Alabama to consider vacating a 20' unopened, unimproved right of way east of Lawrence Road. More particularly described as follows:

LEGAL DESCRIPTION OF 20' UNOPENED, UNIMPROVED RIGHT OF WAY PROPOSED TO BE VACATED:



Commencing at the Northwest corner of Section 24, Township 6 South, Range 2 East, Baldwin County, Alabama, thence run easterly 30 feet to the east right of way line of Lawrence Road and being the point of beginning of the right of way herein to be vacated; thence run easterly along existing north right of way a distance of 1305 feet, more or less, to the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section; thence run southerly along the east line of said Quarter/ Quarter, a distance of 20 feet, more or less; thence run westerly a distance of 1305 feet, more or less, to the east right of way line of Lawrence Road; thence run northerly a distance of 20 feet, more or less, to the point of beginning.

LAYMEN'S DESCRIPTION OF 20' UNOPENED, UNIMPROVED RIGHT OF WAY PROPOSED TO BE VACATED:


A 20 foot right of way running east and west on the north line of the Northwest Quarter of the Northwest Quarter of Section 24, Township 6 South, Range 2 East, as recorded in Deed Book 25, page 173, in the Office of the Judge of Probate, Baldwin County, Alabama.

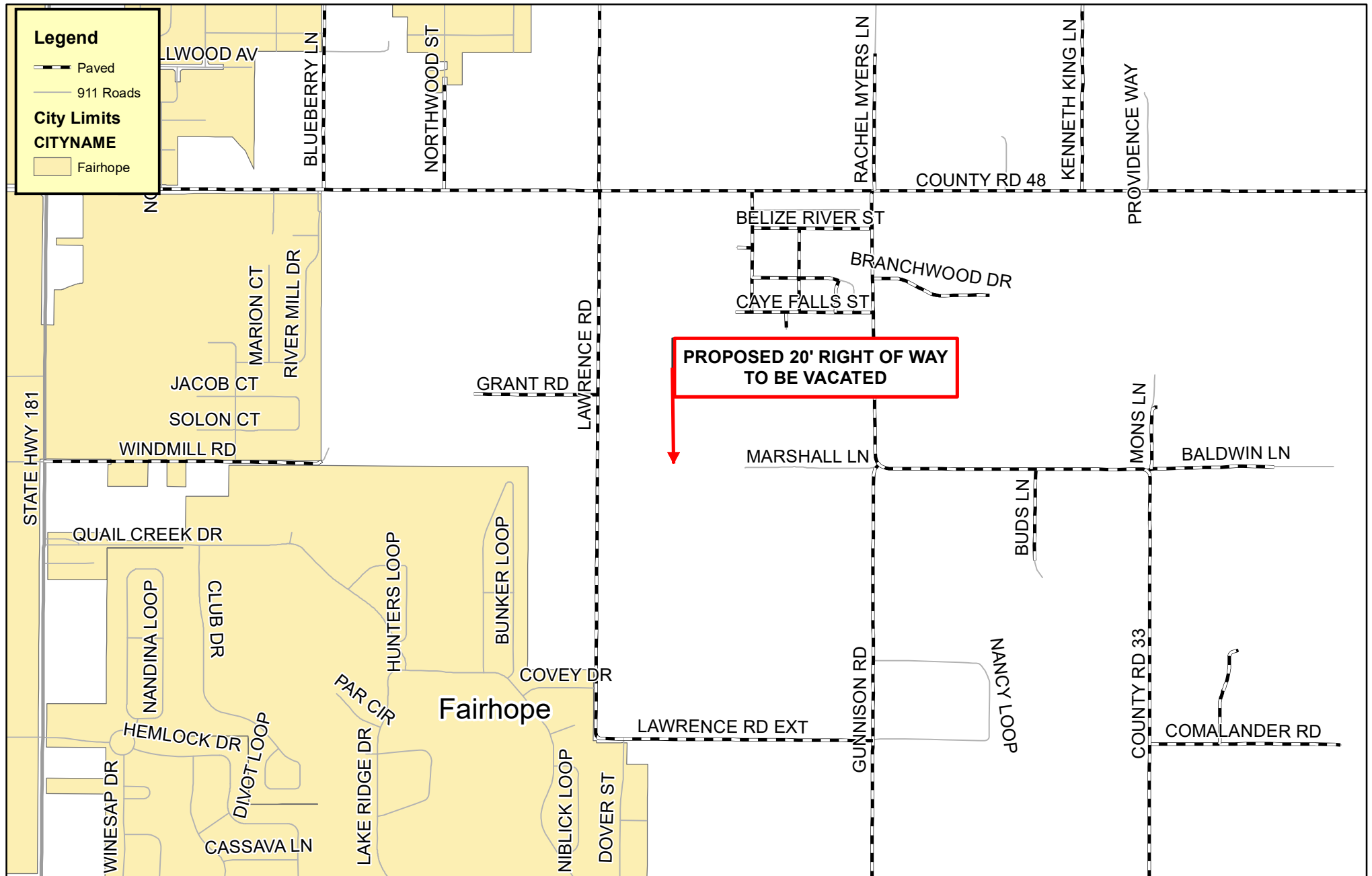
For any questions pertaining to this action, please contact the Baldwin County Highway Department/ at 251-937-0371.

Legend

 Paved
 911 Roads

City Limits

CITYNAME
 Fairhope






Section 27
Township 4 South
Range 4 East

R/W VACATION REQUEST: 20' UNOPENED/UNIMPROVED DEEDED RIGHT OF WAY

0 0.15 0.3 0.45 0.6 Miles



Legend

-  Paved
-  911 Roads
-  LAND PARCELS

Ernest W. Gabel, Jr
(Petitioner)
(05-46-06-13-0-000-029.000)

**PROPOSED 20' RIGHT OF WAY
TO BE VACATED**

Wendell Hudson and Tonia R. Hudson
(Petitioner)
(05-46-06-24-0-000-007.000)

Gerald Dunlop
(05-46-06-13-0-000-030.007)

John Stolar, Jr
(05-46-06-24-0-000-006.006)

MARSHALL LN

LAWRENCE RD



Section 27
Township 4 South
Range 4 East

R/W VACATION REQUEST: 20' UNOPENED/UNIMPROVED DEEDED RIGHT OF WAY

0 0.03 0.06 0.09 0.12 Miles



DN2 - Addendum Attachment
Proof of Publication
April 6, 2021, BCC Mtg.



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

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

**PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY**

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

03/10/2021, 03/17/2021, 03/24/2021, 03/31/2021

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

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

X

April M. Perry, Legal Ad Representative

X

Amber Kimbler, Notary Public

Baldwin County, Alabama

My commission expires April 10, 2022



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 03/31/2021.

BALDWIN COUNTY HIGHWAY DEPT.- LE

Acct#: 983493

Ad#: 322032

CASE NO: VAC-21-1

Amount of Ad: \$420.24

Legal File# CASE NO: VAC-21

**NOTICE OF
PUBLIC HEARING**

CASE NO: VAC-21-1

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For any questions pertaining to this action, please contact the Baldwin County Highway Department at 251-937-0371.
March 10-17, 24-31, 2021



Baldwin County Commission

Agenda Action Form

File #: 21-0691, **Version:** 1

Item #: EA1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

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 \$24,323,430.11 (twenty-four million, three hundred twenty-three thousand, four hundred thirty dollars and eleven 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, \$5,249,526.68 (five million, two hundred forty-nine thousand, five hundred twenty-six dollars and sixty-eight cents) was paid to the Baldwin County Board of Education and \$328,976.78 (three hundred twenty-eight thousand, nine hundred seventy-six dollars and seventy-eight cents) was paid 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: April 6, 2021

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. of Education	4,235,963.81	Sales Tax
	1,013,562.87	Use Tax
	275,564.61	Casual Sales Tax; Feb 2021
Gulf Shores Bd. Of Education	255,666.77	Sales Tax
	73,310.01	Use Tax
	19,063.12	Casual Sales Tax; Feb 2021
Regions Bank Corp Trust	184,529.17	2020 Lease PBA; April 2021
Coastal Alabama Community College	87,217.00	Sales Tax
	856.60	Casual Sales Tax; Feb 2021
Baldwin Youth Services	35,959.34	Sales Tax
	353.25	Casual Sales Tax; Feb 2021
Crowdergulf, LLC	13,587,756.20	Contract Svcs; CAT A Debris Clearance
Tetra Tech, Inc.	1,851,285.00	Professional Svcs; CAT A Debris Clearance
Beard Equipment Co.	322,975.00	Equipment; Hwy
	3,665.69	Repair & Maintenance
Plumcore, Inc.	285,752.52	Contract Services; Sheriff's
Newell & Bush, Inc.	207,822.01	Contract Services; Hwy
Petroleum Traders Coporation	152,163.78	Fuel
Hosea O Weaver & Son, Inc.	145,102.27	Road Building Materials
Partners Managing General Underwriters	124,393.86	Stop Loss Coverage
ESRI, Inc	84,635.07	Computer Support Services
Thompson Tractor Co.	75,074.62	Repair and Maintenance
Symbol Health Solutions LLC	61,476.97	Medical ; Feb 2021
Peregrine Services, Inc/	58,199.23	Tax Mailing Notifications
Volkert, Inc	54,876.23	Professional Services; Hwy
Converge One, Inc.	51,945.18	Software and Hardware; CIS
North Baldwin Infirmary	49,974.61	Medical Services, Inmates
SoftwareHouse Int dba SHI	47,539.72	Computer Support Services
Stone Crosby PC	33,360.39	Legal Services
Staples Contract & Commercial, Inc.	32,143.85	Office Supplies
South Alabama Regional	31,385.37	Temporary Labor
Vulcan Materials Co.	30,500.21	Road Building Materials
McGriff Tire Co., Inc.	27,317.81	Tires
Tyler Tech	25,900.00	Computer Software Services
GSP Marketing	25,897.67	Repair & Maintenance
W W Grainger	24,594.16	Miscellaneous
J. Smith Contractors, Inc.	23,769.11	Building #2 Little River
Baldwin County Library Cooperative, Inc.	22,500.00	FY21-2nd Qtr Appropriation
CDW- Government, Inc.	20,848.20	Computer Equipment
TOTAL	23,644,901.28	

Baldwin County Commission
Accounts Payable Payments
April 6, 2021

Vendor Summary		Totals
1	2021 GIS/VALUATION TECHNOLOGIES CONFERENCE	350.00
2	4IMPRINT INC	926.43
3	A & M PORTABLES INC	5,152.00
4	AARON MEDIA SERVICES	3,000.00
5	ACCURATE CONTROL EQUIPMENT	355.80
6	ACTIVE 911 INC	84.00
7	ADAMS AND REESE LLP	6,000.00
8	ADAMS STEWART ARCHITECTS LLC	11,082.50
9	ADT SECURITY SERVICES INC	59.89
10	AIRGAS USA LLC	1,150.32
11	AL STATE DEPT OF REVENUE	146.75
12	AL STATE DEPT OF TRANSPORTATION	1,242.53
13	ALABAMA 811	291.30
14	ALABAMA AUTO SERVICE CENTERS INC	415.86
15	ALABAMA COASTAL RADIOLOGY PC	224.80
16	ALABAMA MEDIA GROUP	1,340.28
17	ALABAMA PIPE & SUPPLY CO INC	8,323.20
18	ALTA POINTE HEALTH SYSTEMS INC	300.00
19	AMMONS & BLACKMON CONSTRUCTION INC	7,158.81
20	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	11,784.73
21	ASHBERRY LANDFILL LLC	56.00
23	ASPLUNDH TREE EXPERT CO	2,130.65
24	ASSN OF COUNTY COMMISSIONERS	260.00
25	ASSN OF COUNTY ENGINEERS OF ALABAMA	210.00
26	AUTO ZONE	37.99
27	B & D AUTOMOTIVE	326.32
28	B&H PHOTO & ELECTRONICS CORP	4,373.64
29	BALDWIN ANIMAL CLINIC PC	1,035.00
30	BALDWIN CNTY BOARD OF EDUCATION	5,525,091.29
31	BALDWIN CNTY CORONER'S OFFICE	62.10
32	BALDWIN CNTY ECONOMIC DEVELOPMENT	16,647.07
33	BALDWIN CNTY GENERAL FUND	442.81
34	BALDWIN CNTY JUDGE OF PROBATE	18.00
35	BALDWIN CNTY LIBRARY COOPERATIVE INC	22,500.00
36	BALDWIN CNTY PROBATE COURT	25.00
37	BALDWIN CNTY SHERIFF'S OFFICE	949.00
38	BALDWIN CNTY SOLID WASTE	552.44
39	BALDWIN COUNTY VICTORY POLARIS LLC	120.00
40	BALDWIN EYE CLINIC	167.00
41	BALDWIN FEED AND SEED LLC	612.00
42	BALDWIN LOCKSMITH LLC	95.00
43	BALDWIN TRACTOR & EQUIPMENT CO	366.23
44	BALDWIN YOUTH SERVICES	36,312.59
45	BAY IMAGES	15.20
46	BAY MINETTE ANIMAL CLINIC	335.00

Baldwin County Commission
Accounts Payable Payments
April 6, 2021

	Vendor Summary	Totals
47	BAY MINETTE BUILDING SUPPLY	455.84
48	BAY MINETTE LAND CO	1,000.00
49	BAY PEST CONTROL COMPANY INC.	872.00
50	BAY SIDE RUBBER & PRODUCTS	4,927.97
51	BAY UTILITY TRAILERS INC	1,030.00
52	BAYSIDE ORTHOPAEDIC & REHABILITATION CENTER PC	499.00
53	BB&T-CREATIVE PAYMENT SOLUTIONS	162.90
54	BEARD EQUIPMENT	326,640.69
55	BEHAVIORAL HEALTH SYSTEMS INC	1,801.57
56	BELL'S HOMETOWN PHARMACY	10.00
57	BLAKE AGERTON	143.00
58	BLOSSMAN GAS INC	799.22
59	BOB BARKER CO INC	337.96
60	BRANDY BYRD	44.75
61	BRENDA Q GANEY	3,433.34
62	BRENDA WALZ	94.08
63	BUILDERS HARDWARE & SUPPLY CO.	860.51
64	BUILDFIRE, INC.	5,088.00
65	C & H CONSTRUCTION SERVICES, LLC	11,700.00
66	CAMPBELL HARDWARE & SUPPLY CO	1,122.65
67	CAPITAL VOLVO TRUCK & TRAILER	3,933.70
68	CCH, INC	550.20
69	CDG ENGINEERS AND ASSOCIATES	16,435.00
70	CDW - GOVERNMENT, INC	20,848.20
71	CENTRAL BALDWIN VETERINARY HOSPITAL	766.42
72	CERTIFIED LABORATORIES DIVISION	570.00
73	CHARM-TEX INC	1,059.00
74	CHRISTOPHER BELL	65.00
75	CHUCK STEVENS AUTO INC	356.84
76	CHUCK STEVENS CHEVROLET OF BAY MINETTE	1,339.87
77	CINTAS CORPORATION NO 2	14,634.87
78	CINTAS FIRST AID & SAFETY	285.66
79	CLEVERDON FARMS	8,783.08
80	CLIFFORD S MCCOLLUM	434.74
81	CMC STEEL FABRICATORS INC	1,112.77
82	COASTAL ALABAMA COMMUNITY COLLEGE	88,073.60
83	COASTAL BRT, LLC	3,675.00
84	COASTAL INDUSTRIAL SUPPLY	928.97
85	COASTAL MACHINERY CO	1,320.00
86	COCA COLA BOTTLING CO CONSOLIDATED	464.40
87	COLONY ANIMAL CLINIC	99.16
88	CONVERGE ONE INC	51,945.18
89	COPY PRODUCTS COMPANY	1,223.99
90	CORE COMPUTING SOLUTIONS INC	4,849.22
91	CORPORATE BILLING INC	2,047.00

Baldwin County Commission
Accounts Payable Payments
April 6, 2021

	Vendor Summary	Totals
92	CREEK CLEAN, LLC	7,780.50
93	CRITTER GITTER PEST CONTROL	125.00
94	CROWDERGULF, LLC	13,587,756.20
95	CULLIGAN WATER SYSTEMS OF MOBILE	197.80
96	DADE PAPER & BAG CO	10,406.59
97	DAVID B PIMPERL	2,380.00
98	DEANNA VICICH COX	2,400.00
99	DELTA COMPUTER SYSTEMS INC	9,734.00
100	DELTA FLOORING INC	1,793.00
101	DESIGN FRENZY, INC.	216.00
102	DEWBERRY ENGINEERS INC	7,856.19
103	DIAGNOSTIC & MEDICAL CLINIC	72.41
104	DILLON ANDERSON	58.50
105	DISTRICT ATTORNEY'S OFFICE	18,315.86
106	EARL PARKER	400.00
107	EMPIRE TRUCK SALES INC	3,637.53
108	EQUIPMENT SALES CO	4,630.54
109	ESRI INC - CALIFORNIA	84,635.07
110	EXPRESS OIL CHANGE - FOLEY	64.51
111	EXPRESS OIL CHANGE - ROBERTSDALE	374.63
112	EYE HEART WORLD INC	2,000.00
113	FABIA LONGO WATERS	104.16
114	FASTENAL	3.50
115	FEDEX	411.50
116	FERGUSON ENTERPRISES INC	161.60
117	FERGUSON WATERWORKS	1,131.47
118	FLORES & ASSOCIATES	859.75
119	FORTILINE WATERWORKS INC	5,268.96
120	FRANK B FONDREN MD	345.00
121	GALL'S LLC	2,794.50
122	GASB	307.00
123	GENERAL MACHINERY CO INC	1,655.82
124	GRAESTONE AGGREGATES, LLC	12,826.45
125	GRAYBAR ELECTRIC CO INC	607.78
126	GSP MARKETING INC	25,897.67
127	GT DISTRIBUTORS INC	2,614.80
128	GULF CITY BODY & TRAILER WORKS, INC	337.64
129	GULF COAST BUILDING SUPPLY & HARDWARE	296.01
130	GULF COAST ORGANIC, INC.	1,800.00
131	GULF SHORES BOARD OF EDUCATION	348,039.90
132	GULF STATES DISTRIBUTORS	6,089.00
133	GULF TRUCK	355.00
134	H M YONGE & ASSOCIATES, INC.	9,550.00
135	HANCE AUTO & MACHINE	4.59
136	HAPPY ACRES VETERINARY CLINIC	809.00

**Baldwin County Commission
Accounts Payable Payments
April 6, 2021**

	Vendor Summary	Totals
137	HERITAGE-CRYSTAL CLEAN LLC	1,441.00
138	HIGHLAND TECHNICAL SERVICES INC	406.01
139	HI-LINE	1,890.87
140	HILL'S PET NUTRITION INC	623.36
141	HOBART SERVICE	2,536.46
142	HOLLAND'S PAINT & BODY	10,080.73
143	HOSEA O WEAVER & SON INC	145,102.27
144	HUNTER SECURITY INC	1,495.00
145	IAAO	150.00
146	IMC HOSPITALIST LLC	233.37
147	IMC-EMERGENCY PHYSICIANS	2,531.45
148	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	360.00
149	INFIRMARY OCCUPATIONAL HEALTH PC	1,935.00
150	INTERNATIONAL CODE COUNCIL	141.00
151	INTERSTATE BILLING SERVICE INC	1,839.08
152	IPMA-INTL PUBLIC MANAGEMENT ASSN	417.00
153	J&R SYSTEM INTEGRATION LLC/SECURITY 101	1,661.39
154	J. SMITH CONTRACTORS, LLC	23,769.11
155	JAMIE DARNELL LOGAN	56.00
156	JANI KING OF MOBILE	783.91
157	JAZZY CLEAN JANITORIAL	548.86
158	JODY L WISE	383.33
159	JOSEPH L DAVIS III	294.28
160	JOY CALLAWAY	56.00
161	JUBILEE ACE HOME CENTER	28.67
162	JUBILEE GLASS LLC	1,987.00
163	JUBILEE LOCK & KEY LLC	140.00
164	KATOM RESTAURANT SUPPLY INC	12,199.50
165	KEET CONSULTING SERVICES LLC	10,300.00
166	KEITH MAP SERVICE	463.45
167	KELLEY BROS HARDWARE	999.63
168	KENDEL HENDERSON	117.60
169	KENTWOOD SPRING WATER	103.80
170	KENWORTH OF MOBILE INC	8,176.67
171	LORI G RUFFIN	330.00
172	LOWE'S - DAPHNE	1,396.47
173	LOWE'S - FOLEY	1,145.50
174	LOXLEY AUTO PARTS AND HARDWARE	41.81
175	LYNETTE M SPALLER	2,500.00
176	LYON'S SHARE FRAMING GALLERY	302.00
177	M & A SUPPLY	1,486.27
178	MAC'S AUTOGLASS LLC	1,200.00
179	MARTIN MARIETTA MATERIALS	15,242.56
180	MARY E WATTERS	34.16
181	MATHES OF ALABAMA ELECTRIC SUPPLY	345.99

**Baldwin County Commission
Accounts Payable Payments
April 6, 2021**

	Vendor Summary	Totals
182	McGRIFF TIRE CO INC	27,317.81
183	MCKEE FOODS CORP	250.00
184	McPHERSON CO	149.04
185	MCPHERSON OIL CO	4,431.74
186	MCPHERSON OIL CO INC/DBA FUELMAN	4,566.36
187	MCQUICK PRINTING COMPANY	544.25
188	MEDSTAR	6,001.41
189	MELISSA JEAN HARPER	65.00
190	MERCHANTS FOODSERVICE	6.81
191	METROPOLITAN LIFE INSURANCE CO	1,300.00
192	MICHELLE L HOWARD	26.11
193	MOBILE ASPHALT CO LLC	12,561.84
194	MOBILE BAY ELECTRIC CO	853.10
195	MOBILE INFIRMARY ASSOCIATION	201.60
196	MOYER FORD SALES INC	54.03
197	MSC INDUSTRIAL DIRECT CO INC	152.29
198	MWI ANIMAL HEALTH	2,430.98
199	NATIONAL ASSN OF ST AGENCIES FOR SURPLUS	39.00
200	NAVIGATION ELECTRONICS INC	2,054.00
201	NEWELL & BUSH INC	207,822.01
202	NORTH BALDWIN INFIRMARY	49,974.61
203	NOTARY PUBLIC UNDERWRITERS	131.50
204	ONE CUT GLASS, LLC	125.00
205	ONETIME-REFUND	2,117.10
206	OPC NEWS, LLC	2,807.48
207	O'REILLY AUTO PARTS	738.93
208	OTIS ELEVATOR CO	3,720.00
209	PAM'S EMBROIDERY & SEWING	1,821.50
210	PARTNERS MANAGING GENERAL UNDERWRITERS	124,393.86
211	PASTPERFECT SOFTWARE	432.00
212	PENSACOLA POOLS	253.94
213	PEREGRINE SERVICES INC	58,199.23
214	PETERSEN IND	879.91
215	PETROLEUM TRADERS CORPORATION	152,163.78
216	PH & J ARCHITECTS INC	4,114.83
217	PITTMAN TRACTOR CO INC	7,250.00
218	PLUMCORE, INC.	285,752.52
219	PONY EXPRESS	1,400.00
220	PORTMAN CREATIVE	150.00
221	QED ENVIRONMENTAL SYSTEMS INC	1,060.77
222	QUADIENT LEASING USA, INC.	5,477.82
223	RACINE'S FEED GARDEN & SUPPLY INC	682.50
224	RAY ENVIRONMENTAL CONTRACTING LLC	645.00
225	REGIONS BANK CORP TRUST	184,529.17
226	REHM ANIMAL CLINIC AT TIMBER RUM	1,462.05

**Baldwin County Commission
Accounts Payable Payments
April 6, 2021**

	Vendor Summary	Totals
227	REPUBLIC SERVICES #986	1,209.00
228	ROBERTSDALE AUTO PARTS INC	7,158.74
229	ROBERTSDALE FEED STORE	11.99
230	RONALD B STEWART	179.00
231	RUBBEREDGE LLC	1,677.37
232	SAIN ASSOCIATES INC	11,825.37
233	SANDY SANSING FORD	371.34
234	SECTION 18 BRAT'S	1,108.08
235	SERVICEMASTER ACTION CLEANING	498.00
236	SEVEN CENT GAS TAX FUND	7,429.28
237	SHANNON RENE DUMAS	56.00
238	SHARP ELECTRONICS CORPORATION	18,675.46
239	SHARPS MD OF ALABAMA	840.00
240	SHERWIN-WILLIAMS - DAPHNE	340.07
241	SHERWIN-WILLIAMS - FOLEY	184.14
242	SHORELINE ENVIRONMENTAL INC	60.00
243	SOFTWARE HOUSE INT dba SHI	47,539.72
244	SOUTH ALABAMA REGIONAL	31,385.37
245	SOUTHDATA INC	5,827.26
246	SOUTHEASTERN EQUIPMENT COMPANY	2,137.73
247	SOUTHERN FIRE & SAFETY INC	2,223.50
248	SOUTHERN LINC COMMUNICATIONS	398.05
249	SOUTHERN PIPE & SUPPLY	297.81
250	SOUTHERN TIRE MART	7,294.83
251	SOUTHERNCARLSON SYSTEMS	1,565.48
252	SPANISH FORT PAINTING & CONST. LLC	5,610.00
253	STANTEC CONSULTING SERVICES INC	19,329.59
254	STAPLES CONTRACT & COMMERCIAL INC	32,143.85
255	STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	350.00
256	STOCKTON EQUIPMENT CO	75.80
257	STONE CROSBY PC	33,360.39
258	SUNSOUTH LLC	960.59
259	SWEAT TIRE	20.00
260	SWEAT TIRE - BAY MINETTE	2,376.50
261	SWEAT TIRE - ROBERTSDALE	11,055.13
262	SYMBOL HEALTH SOLUTIONS LLC	61,476.97
263	TAYLOR'S TOWING	500.00
264	TEDDY J FAUST JR	69.24
265	TERMINIX SERVICE	1,055.00
266	TETRA TECH, INC.	1,851,285.00
267	THE BLUE SHEET	120.00
268	THE GUARANTEE TITLE CO LLC	250.00
269	THE PRINT SHOP	784.00
270	THOMPSON ENGINEERING	6,566.50
271	THOMPSON TRACTOR CO	75,074.62

**Baldwin County Commission
Accounts Payable Payments
April 6, 2021**

	Vendor Summary	Totals
272	TONY'S TOWING INC	3,323.00
273	TOWER EQUITIES LLC	2,000.00
274	TRACTOR & EQUIPMENT	1,930.62
275	TRANE-MOBILE PARTS CENTER	9,620.68
276	TRI-TECH FORENSICS INC	849.66
277	TRUCK EQUIPMENT SALES INC	9,477.36
278	TSA INC	3,591.00
279	TTL, INC.	1,200.00
280	TYLER TECHNOLOGIES, INC.	25,900.00
281	ULINE INC	115.05
282	UNITED REFRIGERATION	345.32
283	UNITED STATES GEOLOGICAL SURVEY	5,900.00
284	USA HEALTH PHYSICIAN	109.16
285	USA MEDICAL CENTER	1,795.15
286	VAN SCOYOC ASSOCIATES	9,500.00
287	VERMEER SALES & SERVICE	818.30
288	VIA MOBILITY, LLC	16,500.00
289	VISION MEDICAL	967.60
290	VOLKERT INC	54,876.23
291	VSC FIRE & SECURITY INC	1,028.00
292	VULCAN MATERIALS CO	30,500.21
293	VULCAN SIGNS	2,731.02
294	W H THOMAS OIL CO INC	2,876.50
295	W W GRAINGER	24,594.16
296	WAL-MART SUPERCENTER	281.57
297	WALTER CURTIS CO LLC	46.00
298	WARD INTL TRUCKS	394.49
299	WARRINER CONSTRUCTION	3,402.00
300	WASTE PRO OF FLORIDA	228.59
301	WESCO	1,714.93
302	WESCO GAS & WELDING SUPPLY	288.00
303	WESCO RECEIVABLES CORP	2,418.50
304	WEST GROUP PAYMENT CENTER	1,375.04
305	WILDLIFE SOLUTIONS INC	930.00
306	WILLIAMS SCOTSMAN INC	1,405.07
307	WITTICHEN SUPPLY - DAPHNE	393.97
308	WITTICHEN SUPPLY - FOLEY	1,167.38
309	WRIGHTS MOTOR PARTS INC	1,066.40
310	XEROX CORP	260.81
311	ZEP MANUFACTURING COMPANY	303.82
	Grand Total	24,323,430.11

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 330		NEW INVOICES						
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
123781	00000 REGIONS BANK COR	4741		M040621A	184,529.17	.00	.00	9205729
		2020 LEASE; APR '21						
CASH 999	2021/06	INV 03/29/2021	SEP-CHK: N	DISC: .00		30410304 56211	184,529.17	1099:
ACCT 10010	DEPT 51700	DUE 04/06/2021	DESC:2020 LEASE	PBA; APR '21				
1 APPROVED PAID INVOICES		TOTAL		184,529.17				
1 INVOICE(S)		REPORT POST TOTAL		184,529.17				

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 332				NEW INVOICES			
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES							
14116	00000 BALDWIN CNTY BOA	4779 3292021		BE040621	5,249,526.68	.00	.00 9205730
CASH 999	2021/06	INV 03/29/2021	SEP-CHK: N	DISC: .00		100 23100	4,235,963.81 1099:
ACCT 10010	DEPT 51700	DUE 04/06/2021	DESC:SALES /	USE TAX		100 23101	1,013,562.87 1099:
14116	00000 BALDWIN CNTY BOA	4780 3292021; CS TAX		BE040621	275,564.61	.00	.00 9205731
CASH 999	2021/06	INV 03/29/2021	SEP-CHK: N	DISC: .00		100 23000	275,564.61 1099:
ACCT 10010	DEPT 51700	DUE 04/06/2021	DESC:CASUAL SALES TAX;	FEB 2021			
2 APPROVED PAID INVOICES				TOTAL	5,525,091.29		
2 INVOICE(S)				REPORT POST TOTAL	5,525,091.29		

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 333		NEW INVOICES					
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES							
191392	00000 GULF SHORES BOAR	4781 3292021		GS040621	328,976.78	.00	.00 9205732
CASH 999	2021/06	INV 03/29/2021	SEP-CHK: N	DISC: .00		100 23110	255,666.77 1099:
ACCT 10010	DEPT 51700	DUE 04/06/2021	DESC:SALES /	USE TAX		100 23111	73,310.01 1099:
191392	00000 GULF SHORES BOAR	4782 3292021; CS TAX		GS040621	19,063.12	.00	.00 9205733
CASH 999	2021/06	INV 03/29/2021	SEP-CHK: N	DISC: .00		100 23000	19,063.12 1099:
ACCT 10010	DEPT 51700	DUE 04/06/2021	DESC:CASUAL SALES TAX; FEB 2021				
2 APPROVED PAID INVOICES		TOTAL			348,039.90		
2 INVOICE(S)		REPORT POST TOTAL			348,039.90		

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 6, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
66383	2021 GIS/VALUATION TECHNOLOGIES CONFERENCE	218240; A. POTTER	3547	350.00
158051	4IMPRINT INC	8807865	4629	926.43
10448	A & M PORTABLES INC	246826	4701	150.00
10448	A & M PORTABLES INC	246833,35,36,40	4477	525.00
10448	A & M PORTABLES INC	3112021	4480	4,212.00
10448	A & M PORTABLES INC	246834	4539	115.00
10448	A & M PORTABLES INC	246052	3580	150.00
188659	AARON MEDIA SERVICES	PO-20211321	4516	3,000.00
10003	ACCURATE CONTROL EQUIPMENT	165523	3476	355.80
182227	ACTIVE 911 INC	266758	3556	84.00
157294	ADAMS AND REESE LLP	1115910	3559	6,000.00
183156	ADAMS STEWART ARCHITECTS LLC	1; PROJ 21-008	4035	11,082.50
10432	ADT SECURITY SERVICES INC	836820256	4474	59.89
148734	AIRGAS USA LLC	9977205876	4570	61.38
148734	AIRGAS USA LLC	9110276745	4573	124.62
148734	AIRGAS USA LLC	9977930977	4577	55.01
148734	AIRGAS USA LLC	9977939945	4574	551.91
148734	AIRGAS USA LLC	9977938522	4575	357.40
54317	AL STATE DEPT OF REVENUE	3172021	4050	24.25
54317	AL STATE DEPT OF REVENUE	3092021	3557	1.25
54317	AL STATE DEPT OF REVENUE	3112021	3558	121.25
100474	AL STATE DEPT OF TRANSPORTATION	SWA009258	4091	284.93
100474	AL STATE DEPT OF TRANSPORTATION	SWA009289	4097	957.60
123414	ALABAMA 811	221069	3555	291.30
10045	ALABAMA AUTO SERVICE CENTERS INC	196801	3359	152.32
10045	ALABAMA AUTO SERVICE CENTERS INC	196800	3393	263.54
181921	ALABAMA COASTAL RADIOLOGY PC	2022021	4396	86.85
181921	ALABAMA COASTAL RADIOLOGY PC	1122021	4397	9.00
181921	ALABAMA COASTAL RADIOLOGY PC	1132021	4398	86.54
181921	ALABAMA COASTAL RADIOLOGY PC	2242021	4399	42.41
40033	ALABAMA MEDIA GROUP	2032950; FEB 2021	4347	1,340.28
83660	ALABAMA PIPE & SUPPLY CO INC	85913	4033	8,323.20
181852	ALTA POINTE HEALTH SYSTEMS INC	3112021	4102	300.00
151634	AMMONS & BLACKMON CONSTRUCTION INC	#3F; BCR-2020-5	4061	7,158.81
184603	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	11950	4123	4,986.87
184603	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	11940	3395	135.00
184603	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	11851	4614	1,996.28
184603	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	11947	4659	949.89
184603	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	11977	4660	3,716.69
180302	ASHBERRY LANDFILL LLC	146224	3933	56.00
111077	ASPLUNDH TREE EXPERT CO	80R00320	3900	2,130.65
10044	ASSN OF COUNTY COMMISSIONERS	3162021	3542	260.00
10021	ASSN OF COUNTY ENGINEERS OF ALABAMA	17953380	3935	210.00
185252	AUTO ZONE - ROBERTSDALE	595086873	4467	37.99
170641	B & D AUTOMOTIVE	13896	3901	226.57
170641	B & D AUTOMOTIVE	14210	4125	99.75
163096	B&H PHOTO & ELECTRONICS CORP	186024959	3909	13.42
163096	B&H PHOTO & ELECTRONICS CORP	885553838	4034	1,462.64
163096	B&H PHOTO & ELECTRONICS CORP	186144846	4036	213.76
163096	B&H PHOTO & ELECTRONICS CORP	185791365	3581	213.76
163096	B&H PHOTO & ELECTRONICS CORP	885388142	3329	596.01
163096	B&H PHOTO & ELECTRONICS CORP	885356566	3330	543.50
163096	B&H PHOTO & ELECTRONICS CORP	885071051	3061	235.81

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 6, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
163096	B&H PHOTO & ELECTRONICS CORP	885263653	3062	235.81
163096	B&H PHOTO & ELECTRONICS CORP	186423682	4704	5.21
163096	B&H PHOTO & ELECTRONICS CORP	18644926	4705	853.72
14044	BALDWIN ANIMAL CLINIC PC	10008 123021-12521	3934	799.00
14044	BALDWIN ANIMAL CLINIC PC	10008 2182021	4194	236.00
159329	BALDWIN CNTY CORONER'S OFFICE	FEB 2021	3543	62.10
14553	BALDWIN CNTY ECONOMIC DEVELOPMENT	3292021	4778	16,647.07
14118	BALDWIN CNTY GENERAL FUND	9871985671/987409868	3363	442.81
14579	BALDWIN CNTY JUDGE OF PROBATE	3192021	3943	18.00
14101	BALDWIN CNTY LIBRARY COOPERATIVE INC	4012021	4750	22,500.00
148777	BALDWIN CNTY PROBATE COURT	CARJETTA CROOK; 2021	3552	25.00
136611	BALDWIN CNTY SHERIFF'S OFFICE	4740	4113	949.00
105048	BALDWIN CNTY SOLID WASTE	457050	4104	531.44
105048	BALDWIN CNTY SOLID WASTE	2588200	3978	21.00
183058	BALDWIN COUNTY VICTORY POLARIS LLC	18204	4195	120.00
165665	BALDWIN EYE CLINIC	3092021	4400	167.00
146165	BALDWIN FEED AND SEED LLC	1003	4722	72.00
146165	BALDWIN FEED AND SEED LLC	1266	4702	500.00
146165	BALDWIN FEED AND SEED LLC	20199	3582	40.00
14534	BALDWIN LOCKSMITH LLC	22065	3406	95.00
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-40761	3375	98.92
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-40150	3477	149.15
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-41057	3806	118.16
14132	BALDWIN YOUTH SERVICES	3292021	4744	353.25
14132	BALDWIN YOUTH SERVICES	3292021; SALES TAX	4776	35,959.34
191953	BAY IMAGES	43813	4723	15.20
14018	BAY MINETTE ANIMAL CLINIC	1210 22221-22621	3979	335.00
14029	BAY MINETTE BUILDING SUPPLY	MAR 2021 OP	4199	455.84
150287	BAY MINETTE LAND CO	APR 2021	4746	1,000.00
191016	BAY PEST CONTROL COMPANY INC.	3232021	4595	478.50
191016	BAY PEST CONTROL COMPANY INC.	2232021	4596	393.50
54050	BAY SIDE RUBBER & PRODUCTS	7077	3793	569.95
54050	BAY SIDE RUBBER & PRODUCTS	7074	3794	1,123.48
54050	BAY SIDE RUBBER & PRODUCTS	6890	3795	122.12
54050	BAY SIDE RUBBER & PRODUCTS	7038	3478	915.40
54050	BAY SIDE RUBBER & PRODUCTS	7041	3479	202.60
54050	BAY SIDE RUBBER & PRODUCTS	7042	3480	840.00
54050	BAY SIDE RUBBER & PRODUCTS	6884	3373	161.46
54050	BAY SIDE RUBBER & PRODUCTS	6939	3374	992.96
103114	BAY UTILITY TRAILERS INC	36639	4703	1,030.00
1875	BAYSIDE ORTHOPAEDIC & REHABILITATION CENTER PC	2042021	4312	499.00
182097	BB&T-CREATIVE PAYMENT SOLUTIONS	BCC094	4116	162.90
185645	BEARD EQUIPMENT - MOBILE	1390675	4128	825.66
185645	BEARD EQUIPMENT - MOBILE	1390459	3451	69.55
185645	BEARD EQUIPMENT - MOBILE	1390463	3452	161.04
185645	BEARD EQUIPMENT - MOBILE	1390464	3453	283.56
185645	BEARD EQUIPMENT - MOBILE	1390478	3454	12.32
185645	BEARD EQUIPMENT - MOBILE	1390467	3455	234.08
185645	BEARD EQUIPMENT - MOBILE	1390538	3456	188.30
185645	BEARD EQUIPMENT - MOBILE	1390484	3457	283.22
185645	BEARD EQUIPMENT - MOBILE	13701	4680	255,175.00
185645	BEARD EQUIPMENT - MOBILE	1385775	4686	530.41
185645	BEARD EQUIPMENT - MOBILE	1385774	4688	1,077.55

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 6, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
185645	BEARD EQUIPMENT - MOBILE	13695	4756	67,800.00
79396	BEHAVIORAL HEALTH SYSTEMS INC	20210304 BCC	4557	1,103.87
79396	BEHAVIORAL HEALTH SYSTEMS INC	2413748	4224	180.00
79396	BEHAVIORAL HEALTH SYSTEMS INC	20210304 BCSO	3980	517.70
171723	BELL'S HOMETOWN PHARMACY	96517	4117	10.00
192393	BLAKE AGERTON	3112021	3929	143.00
14006	BLOSSMAN GAS INC - FOLEY	16409922	4566	20.43
14006	BLOSSMAN GAS INC - FOLEY	16350483	4567	48.81
14006	BLOSSMAN GAS INC - FOLEY	15075934	4765	729.98
14084	BOB BARKER CO INC	INV1589319	4565	337.96
175548	BRANDY BYRD	2272021	3823	44.75
116169	BRENDA Q GANEY	2021-023	4458	3,433.34
118519	BRENDA WALZ	3122021	3930	47.04
118519	BRENDA WALZ	3052021	3925	47.04
14011	BUILDERS HARDWARE & SUPPLY CO.	177008	3902	98.93
14011	BUILDERS HARDWARE & SUPPLY CO.	MAR 2021 OP	4317	529.44
14011	BUILDERS HARDWARE & SUPPLY CO.	177802	4661	171.90
14011	BUILDERS HARDWARE & SUPPLY CO.	177814	4662	60.24
1869	BUILD FIRE, INC.	68784	4517	5,088.00
133920	C & H CONSTRUCTION SERVICES, LLC	9715	3469	3,900.00
133920	C & H CONSTRUCTION SERVICES, LLC	9716	3470	3,900.00
133920	C & H CONSTRUCTION SERVICES, LLC	9717	3471	3,900.00
19009	CAMPBELL HARDWARE & SUPPLY CO	FEB'21-20211053	4558	552.66
19009	CAMPBELL HARDWARE & SUPPLY CO	20211053-FEB'21	4576	76.17
19009	CAMPBELL HARDWARE & SUPPLY CO	MAR'21-20211799	4600	318.82
19009	CAMPBELL HARDWARE & SUPPLY CO	241380	4724	175.00
180153	CAPITAL VOLVO TRUCK & TRAILER	3337786	4707	1,054.52
180153	CAPITAL VOLVO TRUCK & TRAILER	3337618	4708	710.00
180153	CAPITAL VOLVO TRUCK & TRAILER	3337751	4709	448.48
180153	CAPITAL VOLVO TRUCK & TRAILER	33364838	3063	76.80
180153	CAPITAL VOLVO TRUCK & TRAILER	3337349	3910	193.98
180153	CAPITAL VOLVO TRUCK & TRAILER	3337421	3912	1,449.92
192215	CCH, INC	5411616610	4232	550.20
107511	CDG ENGINEERS AND ASSOCIATES	#7;R079320453	3937	1,315.00
107511	CDG ENGINEERS AND ASSOCIATES	1	4523	15,120.00
102875	CDW - GOVERNMENT, INC	9557725	4710	5,812.24
102875	CDW - GOVERNMENT, INC	9426511	4711	16.10
102875	CDW - GOVERNMENT, INC	7897834/789830	3911	279.04
102875	CDW - GOVERNMENT, INC	8025524	3914	100.64
102875	CDW - GOVERNMENT, INC	8051624	3915	18.91
102875	CDW - GOVERNMENT, INC	8102524	3916	46.50
102875	CDW - GOVERNMENT, INC	8103108	3917	620.00
102875	CDW - GOVERNMENT, INC	8106820	3918	220.40
102875	CDW - GOVERNMENT, INC	9160641/9114075	3919	679.49
102875	CDW - GOVERNMENT, INC	9367901	4039	620.00
102875	CDW - GOVERNMENT, INC	9365716	4041	4,355.30
102875	CDW - GOVERNMENT, INC	9361897	4042	46.50
102875	CDW - GOVERNMENT, INC	9183302/9263923	4044	2,730.93
102875	CDW - GOVERNMENT, INC	9414336	4046	12.55
102875	CDW - GOVERNMENT, INC	102875	3066	37.82
102875	CDW - GOVERNMENT, INC	8626485	3067	2,177.65
102875	CDW - GOVERNMENT, INC	8642423	3068	50.32
102875	CDW - GOVERNMENT, INC	6100116*7517910	3286	46.50

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 6, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
102875	CDW - GOVERNMENT, INC	7110959	3392	(42.39)
102875	CDW - GOVERNMENT, INC	6066315*6771188	3394	(5.77)
102875	CDW - GOVERNMENT, INC	8661351	3583	50.32
102875	CDW - GOVERNMENT, INC	8838671	3584	37.20
102875	CDW - GOVERNMENT, INC	8889880	3585	46.50
102875	CDW - GOVERNMENT, INC	8933604	3586	419.30
102875	CDW - GOVERNMENT, INC	8944663	3587	58.59
102875	CDW - GOVERNMENT, INC	8946522	3588	12.71
102875	CDW - GOVERNMENT, INC	8959617	3589	93.00
102875	CDW - GOVERNMENT, INC	9106727	3590	50.32
102875	CDW - GOVERNMENT, INC	8489502	3591	46.50
102875	CDW - GOVERNMENT, INC	8489635	3592	46.50
102875	CDW - GOVERNMENT, INC	8492968	3593	96.73
102875	CDW - GOVERNMENT, INC	8495167	3594	13.02
102875	CDW - GOVERNMENT, INC	8546821	3595	16.10
102875	CDW - GOVERNMENT, INC	8595043	3596	835.28
102875	CDW - GOVERNMENT, INC	8597374	3597	293.92
102875	CDW - GOVERNMENT, INC	8956582	3598	178.56
102875	CDW - GOVERNMENT, INC	7722231	3818	23.74
102875	CDW - GOVERNMENT, INC	5267658	3819	8.46
102875	CDW - GOVERNMENT, INC	4343357	3820	344.19
102875	CDW - GOVERNMENT, INC	4223650	3821	47.48
102875	CDW - GOVERNMENT, INC	5834524	3822	135.64
102875	CDW - GOVERNMENT, INC	7054018/8597363	3775	171.41
27714	CENTRAL BALDWIN VETERINARY HOSPITAL	298194	3982	756.00
27714	CENTRAL BALDWIN VETERINARY HOSPITAL	296512	3983	10.42
180354	CERTIFIED LABORATORIES DIVISION	7287907	3407	570.00
116898	CHARM-TEX INC	243006-IN	3069	89.80
116898	CHARM-TEX INC	242407-IN	3070	399.80
116898	CHARM-TEX INC	241474-in	4112	569.40
186500	CHRISTOPHER BELL	3122021	3931	65.00
94060	CHUCK STEVENS AUTO INC	622293	4131	211.98
94060	CHUCK STEVENS AUTO INC	622322	4133	65.63
94060	CHUCK STEVENS AUTO INC	622264	3397	79.23
180505	CHUCK STEVENS CHEVROLET OF BAY MINETTE	147081	3399	186.59
180505	CHUCK STEVENS CHEVROLET OF BAY MINETTE	635218	4134	1,153.28
187695	CINTAS CORPORATION NO 2	9119139949	4225	280.00
187695	CINTAS CORPORATION NO 2	9115052166	4221	1,000.00
187695	CINTAS CORPORATION NO 2	9123322147	4228	198.00
187695	CINTAS CORPORATION NO 2	9124001996	4229	150.00
187695	CINTAS CORPORATION NO 2	1901879322	3773	1,872.00
187695	CINTAS CORPORATION NO 2	1901893504	3774	2,545.00
187695	CINTAS CORPORATION NO 2	9109625222	3764	130.00
187695	CINTAS CORPORATION NO 2	9120614969	3765	460.00
187695	CINTAS CORPORATION NO 2	9122131268	3767	1,080.00
187695	CINTAS CORPORATION NO 2	P#16145798 SEP 2020	3751	(71.62)
187695	CINTAS CORPORATION NO 2	P#16145798 OCT 2020	3753	51.88
187695	CINTAS CORPORATION NO 2	P#16127556 OCT 2020	3754	(22.53)
187695	CINTAS CORPORATION NO 2	P#16146004 OCT 2020	3755	12.85
187695	CINTAS CORPORATION NO 2	P#16145917 OCT 2020	3756	129.96
187695	CINTAS CORPORATION NO 2	1901939431	4706	180.00
187695	CINTAS CORPORATION NO 2	P#16145798 FEB 2021	4685	48.52
187695	CINTAS CORPORATION NO 2	P#16145857 FEB 2021	4514	88.78

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 6, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
187695	CINTAS CORPORATION NO 2	P#16145998 FEB 2021	4494	74.04
187695	CINTAS CORPORATION NO 2	P#16145757 FEB 2021	4506	432.56
187695	CINTAS CORPORATION NO 2	P#16146100 FEB 2021	4510	156.90
187695	CINTAS CORPORATION NO 2	P#16145936 FEB 2021	4512	486.04
187695	CINTAS CORPORATION NO 2	9123018160	4584	380.00
187695	CINTAS CORPORATION NO 2	9123018155	4585	960.00
187695	CINTAS CORPORATION NO 2	P#16145794 FEB 2021	4521	116.00
187695	CINTAS CORPORATION NO 2	P#16145917 FEB 2021	4559	196.96
187695	CINTAS CORPORATION NO 2	P#16145903 FEB 2021	4560	109.14
187695	CINTAS CORPORATION NO 2	P#16146125 FEB 2021	4552	123.37
187695	CINTAS CORPORATION NO 2	P#16145825 FEB 2021	4553	239.13
187695	CINTAS CORPORATION NO 2	P#16145929 FEB 2021	4554	33.92
187695	CINTAS CORPORATION NO 2	P#16145955 FEB 2021	4555	374.08
187695	CINTAS CORPORATION NO 2	P#16146151 FEB 2021	4556	250.59
187695	CINTAS CORPORATION NO 2	P#16145862 FEB 2021	4439	127.40
187695	CINTAS CORPORATION NO 2	P#16146176 FEB 2021	4420	800.01
187695	CINTAS CORPORATION NO 2	P#16145758 FEB 2021	4433	264.14
187695	CINTAS CORPORATION NO 2	P#16145846 FEB 2021	4435	1,056.34
187695	CINTAS CORPORATION NO 2	P#16145949 FEB 2021	4459	85.64
187695	CINTAS CORPORATION NO 2	P#16145956 FEB 2021	4481	164.84
187695	CINTAS CORPORATION NO 2	P#16145849 FEB 2021	4483	70.93
105435	CINTAS FIRST AID & SAFETY	5055906419	4583	13.13
105435	CINTAS FIRST AID & SAFETY	5049770781-2	3761	53.24
105435	CINTAS FIRST AID & SAFETY	5052865692	3762	7.43
105435	CINTAS FIRST AID & SAFETY	5054874031	3808	211.86
180100	CLEVERDON FARMS	67281	3409	2,809.80
180100	CLEVERDON FARMS	67088;67089;67090;91	3291	5,973.28
190185	CLIFFORD S MCCOLLUM	2272021	3923	434.74
1868	CMC STEEL FABRICATORS INC	3180	3544	1,112.77
25040	COASTAL ALABAMA COMMUNITY COLLEGE	3292021	4742	856.60
25040	COASTAL ALABAMA COMMUNITY COLLEGE	3292021; SALES TAX	4775	87,217.00
192695	COASTAL BRT, LLC	331	4118	3,675.00
182244	COASTAL INDUSTRIAL SUPPLY	51334	3064	753.77
182244	COASTAL INDUSTRIAL SUPPLY	51254	3065	145.00
182244	COASTAL INDUSTRIAL SUPPLY	51900	4725	30.20
27691	COASTAL MACHINERY CO	RE36777	4663	1,320.00
97682	COCA COLA BOTTLING CO CONSOLIDATED	19255204168	3913	302.40
97682	COCA COLA BOTTLING CO CONSOLIDATED	19684201047	4037	162.00
189950	COLONY ANIMAL CLINIC	307634	3984	99.16
191106	CONVERGE ONE INC	IE9069082	4196	50,229.18
191106	CONVERGE ONE INC	IE9070544	4260	1,716.00
181821	COPY PRODUCTS COMPANY	28905905	3985	1,223.99
159767	CORE COMPUTING SOLUTIONS INC	INV-003947	4119	4,849.22
27242	CORPORATE BILLING INC	121228MB	4263	2,047.00
192569	CREEK CLEAN, LLC	1395	4598	7,780.50
181164	CRITTER GITTER PEST CONTROL	138-01248568	4261	125.00
116134	CROWDERGULF, LLC	BAL103120-09	4768	964,975.00
116134	CROWDERGULF, LLC	BAL111520-11	4769	10,110,005.20
116134	CROWDERGULF, LLC	BAL111520-12	4770	421,324.47
116134	CROWDERGULF, LLC	BAL111520-13	4771	922,012.00
116134	CROWDERGULF, LLC	BAL111520-14	4772	615,344.63
116134	CROWDERGULF, LLC	BAL113020-16	4773	351,944.90
116134	CROWDERGULF, LLC	BAL113020-17	4774	202,150.00

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Vendor #	Vendor	Invoice	Document	Invoice Net
86609	CULLIGAN WATER SYSTEMS OF MOBILE	2282021	3292	197.80
115852	DADE PAPER & BAG CO	14908738	3071	203.98
115852	DADE PAPER & BAG CO	14907711	3410	28.78
115852	DADE PAPER & BAG CO	14915493	3413	657.25
115852	DADE PAPER & BAG CO	14919289	3599	146.87
115852	DADE PAPER & BAG CO	14915488	3600	557.07
115852	DADE PAPER & BAG CO	14832796/922884	3766	1,052.50
115852	DADE PAPER & BAG CO	14922886	3759	115.34
115852	DADE PAPER & BAG CO	14922876	3760	37.18
115852	DADE PAPER & BAG CO	14919230	4051	502.51
115852	DADE PAPER & BAG CO	14919075	4053	2,658.96
115852	DADE PAPER & BAG CO	14923030	4054	79.00
115852	DADE PAPER & BAG CO	14922895	4055	138.00
115852	DADE PAPER & BAG CO	14916680	4056	148.27
115852	DADE PAPER & BAG CO	14923009	4057	139.40
115852	DADE PAPER & BAG CO	14920915	4048	170.04
115852	DADE PAPER & BAG CO	14941216	4726	59.82
115852	DADE PAPER & BAG CO	14943231	4727	216.75
115852	DADE PAPER & BAG CO	14932774	4728	955.52
115852	DADE PAPER & BAG CO	14941059	4729	52.45
115852	DADE PAPER & BAG CO	14931833	4713	15.00
115852	DADE PAPER & BAG CO	14928953	4714	211.35
115852	DADE PAPER & BAG CO	14934646	4715	930.38
115852	DADE PAPER & BAG CO	14928767	4716	199.53
115852	DADE PAPER & BAG CO	14932696	4717	225.36
115852	DADE PAPER & BAG CO	14928724	4486	905.28
187807	DAVID B PIMPERL	22101	4262	1,275.00
187807	DAVID B PIMPERL	22102	3992	1,105.00
180834	DEANNA VICICH COX	3182021	4762	450.00
180834	DEANNA VICICH COX	3262021	4763	1,050.00
180834	DEANNA VICICH COX	3152021	4760	900.00
21252	DELTA COMPUTER SYSTEMS INC	DHLMN00633	4197	1,080.00
21252	DELTA COMPUTER SYSTEMS INC	HRMN003986	4198	525.00
21252	DELTA COMPUTER SYSTEMS INC	HRMN003987	4200	431.00
21252	DELTA COMPUTER SYSTEMS INC	HRMN003988	4201	1,355.00
21252	DELTA COMPUTER SYSTEMS INC	HRMN003989	4202	3,948.00
21252	DELTA COMPUTER SYSTEMS INC	HRMN003990	4204	2,395.00
113161	DELTA FLOORING INC	30721	3778	1,793.00
1844	DESIGN FRENZY, INC.	3092021	4712	216.00
185685	DEWBERRY ENGINEERS INC	193779	4526	7,335.00
185685	DEWBERRY ENGINEERS INC	1937778	4038	521.19
136215	DIAGNOSTIC & MEDICAL CLINIC	12292020; 93306	4395	72.41
192394	DILLON ANDERSON	2022021	3928	58.50
21127	DISTRICT ATTORNEY'S OFFICE	3292021	4745	176.62
21127	DISTRICT ATTORNEY'S OFFICE	3292021; SALES TAX	4777	18,139.24
186377	EARL PARKER	2772	3553	400.00
62623	EMPIRE TRUCK SALES INC	CE010284652:01	3481	71.58
62623	EMPIRE TRUCK SALES INC	CE010284651:01	3482	1,134.16
62623	EMPIRE TRUCK SALES INC	CE010284691:01	3483	596.44
62623	EMPIRE TRUCK SALES INC	RE010061656:01	3371	1,835.35
25048	EQUIPMENT SALES CO	40034	3366	69.00
25048	EQUIPMENT SALES CO	40039	3367	1,161.00
25048	EQUIPMENT SALES CO	40037	3368	1,146.47

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25048	EQUIPMENT SALES CO	40118	3809	406.85
25048	EQUIPMENT SALES CO	40119	3810	1,680.24
25048	EQUIPMENT SALES CO	40092	3792	166.98
77649	ESRI INC - CALIFORNIA	93937768	4586	84,635.07
94932	EXPRESS OIL CHANGE	1903-3106287	3602	64.51
126261	EXPRESS OIL CHANGE - ROBERTSDALE	1904-115484	3601	117.18
126261	EXPRESS OIL CHANGE - ROBERTSDALE	1904-115453	3331	73.93
126261	EXPRESS OIL CHANGE - ROBERTSDALE	1904-116008	4058	130.87
126261	EXPRESS OIL CHANGE - ROBERTSDALE	1904-116194	4059	52.65
191745	EYE HEART WORLD INC	3162021	3545	2,000.00
190645	FABIA LONGO WATERS	2032021	3926	104.16
159556	FASTENAL - SUMMERDALE	ALROB127044	4135	3.50
41646	FEDEX	7-302-58275; 2407-7	4121	83.74
41646	FEDEX	7-294-49195; 2407-7	3546	205.98
41646	FEDEX	7-309-52146; 2407-7	4694	121.78
142551	FERGUSON ENTERPRISES INC - DAPHNE	1602438	4759	25.65
142551	FERGUSON ENTERPRISES INC - DAPHNE	1623017	4757	36.00
142551	FERGUSON ENTERPRISES INC - DAPHNE	1675688	4064	99.95
140652	FERGUSON WATERWORKS	1377274	4749	149.81
140652	FERGUSON WATERWORKS	1377260-1	4752	981.66
188242	FLORES & ASSOCIATES	278411	3994	859.75
188064	FORTILINE WATERWORKS INC	5240230	4062	246.56
188064	FORTILINE WATERWORKS INC	5240212	4063	1,256.00
188064	FORTILINE WATERWORKS INC	5225370	3603	816.00
188064	FORTILINE WATERWORKS INC	5226374	3072	2,950.40
25314	FRANK B FONDREN MD	2042021	4414	140.00
25314	FRANK B FONDREN MD	2112021	4415	205.00
27263	GALL'S LLC	BC1311265	4604	762.00
27263	GALL'S LLC	BC1306505	4673	389.00
27263	GALL'S LLC	BC1303137	3781	227.00
27263	GALL'S LLC	BC1307830	3812	28.00
27263	GALL'S LLC	017716290	3779	(39.00)
27263	GALL'S LLC	BC1301651	3777	20.50
27263	GALL'S LLC	BC1300958	3776	886.00
27263	GALL'S LLC	BC1306302	4219	521.00
54931	GASB	34765; 2021	3936	307.00
72371	GENERAL MACHINERY CO INC	3084110	3415	1,655.82
186138	GRAESTONE AGGREGATES, LLC	6033	3772	663.95
186138	GRAESTONE AGGREGATES, LLC	5959	3780	1,317.92
186138	GRAESTONE AGGREGATES, LLC	5967	3782	2,051.51
186138	GRAESTONE AGGREGATES, LLC	5972	3784	1,371.36
186138	GRAESTONE AGGREGATES, LLC	5978	3785	2,035.59
186138	GRAESTONE AGGREGATES, LLC	5982	3786	2,012.64
186138	GRAESTONE AGGREGATES, LLC	5995	3787	2,017.77
186138	GRAESTONE AGGREGATES, LLC	5997	3788	1,355.71
27012	GRAYBAR ELECTRIC CO INC - MOBILE	9320515242/536957	4065	327.78
27012	GRAYBAR ELECTRIC CO INC - MOBILE	9320646431	4718	280.00
189486	GSP MARKETING INC	P23865	4696	8,171.21
189486	GSP MARKETING INC	P23866	4697	9,712.73
189486	GSP MARKETING INC	P23932	4698	237.26
189486	GSP MARKETING INC	P23867	4540	3,123.11
189486	GSP MARKETING INC	P23835	4528	4,653.36
27273	GT DISTRIBUTORS INC	INV0808355	4490	43.58

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Vendor #	Vendor	Invoice	Document	Invoice Net
27273	GT DISTRIBUTORS INC	INV0828332	4695	806.23
27273	GT DISTRIBUTORS INC	INV0801660	4691	1,764.99
185973	GULF CITY BODY & TRAILER WORKS, INC	152182	3484	337.64
181424	GULF COAST BUILDING SUPPLY & HARDWARE	670560/1	3401	8.58
181424	GULF COAST BUILDING SUPPLY & HARDWARE	898698/1	4136	287.43
185606	GULF COAST ORGANIC, INC.	40272	4730	1,800.00
27181	GULF STATES DISTRIBUTORS	1375870-IN	4205	4,725.00
27181	GULF STATES DISTRIBUTORS	1368585-IN	4206	499.00
27181	GULF STATES DISTRIBUTORS	1375316-IN	3995	195.00
27181	GULF STATES DISTRIBUTORS	1374289-IN	3996	195.00
27181	GULF STATES DISTRIBUTORS	1364980-IN	3993	475.00
131481	GULF TRUCK	3353	4264	355.00
192176	H M YONGE & ASSOCIATES, INC.	20019-1	4026	4,300.00
192176	H M YONGE & ASSOCIATES, INC.	20019-2	4027	5,250.00
88727	HANCE AUTO & MACHINE	408-102266	4110	4.59
188103	HAPPY ACRES VETERINARY CLINIC	35706	4208	809.00
186607	HERITAGE-CRYSTAL CLEAN LLC	16663794-3795	3604	1,441.00
120432	HI-LINE	10844323	3790	328.84
120432	HI-LINE	10844324	3791	323.77
120432	HI-LINE	10844322	3803	570.31
120432	HI-LINE	10840774	3370	256.49
120432	HI-LINE	10837546	3372	271.35
120432	HI-LINE	10835921	4601	140.11
185989	HIGHLAND TECHNICAL SERVICES INC	134957	3938	406.01
188391	HILL'S PET NUTRITION INC	238334956	3605	323.64
188391	HILL'S PET NUTRITION INC	238403488	4720	299.72
47811	HOBART SERVICE	34762116	4569	2,536.46
185351	HOLLAND'S PAINT & BODY	5904	4561	8,063.35
185351	HOLLAND'S PAINT & BODY	6003	3485	2,017.38
32045	HOSEA O WEAVER & SON INC	BCR-2021-1	4764	145,102.27
32419	HUNTER SECURITY INC	825565	4719	1,495.00
36020	IAAO	21-10211353	4213	150.00
189455	IMC HOSPITALIST LLC	2232021	4417	131.29
189455	IMC HOSPITALIST LLC	2252021	4419	102.08
190029	IMC-EMERGENCY PHYSICIANS	2242021	4403	412.45
190029	IMC-EMERGENCY PHYSICIANS	2102021	4401	179.39
190029	IMC-EMERGENCY PHYSICIANS	12152020	4422	340.26
190029	IMC-EMERGENCY PHYSICIANS	8212020	4425	170.13
190029	IMC-EMERGENCY PHYSICIANS	2022021	4426	176.63
190029	IMC-EMERGENCY PHYSICIANS	11282020	4427	225.96
190029	IMC-EMERGENCY PHYSICIANS	11012020	4428	117.09
190029	IMC-EMERGENCY PHYSICIANS	2222021	4429	284.53
190029	IMC-EMERGENCY PHYSICIANS	12052020	4430	178.45
190029	IMC-EMERGENCY PHYSICIANS	1272021	4431	265.60
190029	IMC-EMERGENCY PHYSICIANS	8132020	4432	117.09
190029	IMC-EMERGENCY PHYSICIANS	3052021	4448	63.87
139782	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	C49660A	4127	120.00
139782	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	C49635A	3548	240.00
99320	INFIRMARY OCCUPATIONAL HEALTH PC	327700	4212	932.00
99320	INFIRMARY OCCUPATIONAL HEALTH PC	327701	4210	50.00
99320	INFIRMARY OCCUPATIONAL HEALTH PC	327721	3997	515.00
99320	INFIRMARY OCCUPATIONAL HEALTH PC	326642	3998	438.00
109831	INTERNATIONAL CODE COUNCIL	1001316616	4541	141.00

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Vendor #	Vendor	Invoice	Document	Invoice Net
114420	INTERSTATE BILLING SERVICE INC	3022755518	4628	920.00
114420	INTERSTATE BILLING SERVICE INC	3022621880	3802	919.08
36258	IPMA-INTL PUBLIC MANAGEMENT ASSN	INV-59637-G3H8H9	4214	417.00
152477	J&R SYSTEM INTEGRATION LLC/SECURITY 101	P28143	4542	1,661.39
192321	J. SMITH CONTRACTORS, LLC	21456	4758	23,769.11
167880	JAMIE DARNELL LOGAN	3072021	3922	56.00
87767	JANI KING OF MOBILE	MOB02210191	3999	133.67
87767	JANI KING OF MOBILE	MOB02210192	4000	303.79
87767	JANI KING OF MOBILE	MOB03210140	4001	346.45
143271	JAZZY CLEAN JANITORIAL	7447	4215	548.86
111974	JODY L WISE	MAR 2021	4748	383.33
189627	JOSEPH L DAVIS III	2272021	3826	294.28
187608	JOY CALLAWAY	3072021	3824	56.00
36251	JUBILEE ACE HOME CENTER	382718	4482	28.67
164321	JUBILEE GLASS LLC	921	4633	1,987.00
187277	JUBILEE LOCK & KEY LLC	27723	3332	140.00
189973	KATOM RESTAURANT SUPPLY INC	13195385	3294	12,199.50
107220	KEET CONSULTING SERVICES LLC	102817	4220	750.00
107220	KEET CONSULTING SERVICES LLC	102855	4231	750.00
107220	KEET CONSULTING SERVICES LLC	102856	4233	1,300.00
107220	KEET CONSULTING SERVICES LLC	102891	4237	2,500.00
107220	KEET CONSULTING SERVICES LLC	102892	4239	2,500.00
107220	KEET CONSULTING SERVICES LLC	102894	4242	2,500.00
39007	KEITH MAP SERVICE	172728	3417	85.90
39007	KEITH MAP SERVICE	172727	3418	125.85
39007	KEITH MAP SERVICE	172701	3420	251.70
188705	KELLEY BROS HARDWARE-ALABAMA INC	14178	3549	999.63
183951	KENDEL HENDERSON	3122021	3907	117.60
39466	KENTWOOD SPRING WATER	14021284 031221	4437	29.38
39466	KENTWOOD SPRING WATER	6771609 031121	4442	74.42
95783	KENWORTH OF MOBILE INC	430480250	4265	329.17
95783	KENWORTH OF MOBILE INC	440421342	4266	247.50
95783	KENWORTH OF MOBILE INC	1122021	4002	7,600.00
181809	LORI G RUFFIN	309,316,323,325	4444	330.00
136872	LOWE'S - DAPHNE	85416	4137	226.80
136872	LOWE'S - DAPHNE	2674/2813	3408	924.51
136872	LOWE'S - DAPHNE	2258	3402	46.54
136872	LOWE'S - DAPHNE	1383	3411	198.62
87716	LOWE'S - FOLEY	24454	3412	14.23
87716	LOWE'S - FOLEY	24186	4138	19.92
87716	LOWE'S - FOLEY	24699	4139	144.39
87716	LOWE'S - FOLEY	24362	4140	933.72
87716	LOWE'S - FOLEY	39926	4141	33.24
181230	LOXLEY AUTO PARTS AND HARDWARE	5650-575356	4108	34.63
181230	LOXLEY AUTO PARTS AND HARDWARE	5650-574994	4109	7.18
1836	LYNETTE M SPALLER	3	4452	2,500.00
54691	LYON'S SHARE FRAMING GALLERY	1979-030001661	4066	302.00
182243	M & A SUPPLY	1841964	4142	1,425.15
182243	M & A SUPPLY	1825041	4689	61.12
185396	MAC'S AUTOGLASS LLC	3152021BC	4634	245.00
185396	MAC'S AUTOGLASS LLC	2102021.2B	3376	65.00
185396	MAC'S AUTOGLASS LLC	2232021BC	3377	450.00
185396	MAC'S AUTOGLASS LLC	3052021BC	3486	65.00

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Vendor #	Vendor	Invoice	Document	Invoice Net
185396	MAC'S AUTOGLASS LLC	2222021BC	3474	375.00
36513	MARTIN MARIETTA MATERIALS	31222020	3666	4,757.69
36513	MARTIN MARIETTA MATERIALS	31277520	3667	10,484.87
182052	MARY E WATTERS	2262021	3927	34.16
40074	MATHES OF ALABAMA ELECTRIC SUPPLY - DAPHNE	494507-00	3783	345.99
149690	McGRIFF TIRE CO INC	4870020154	3798	1,856.01
149690	McGRIFF TIRE CO INC	4870019771	3799	5,765.48
149690	McGRIFF TIRE CO INC	4870020157	3487	378.61
149690	McGRIFF TIRE CO INC	4870020565	3488	271.78
149690	McGRIFF TIRE CO INC	4870018825	3472	281.03
149690	McGRIFF TIRE CO INC	4870018826	3473	374.56
149690	McGRIFF TIRE CO INC	4870018836	3380	799.80
149690	McGRIFF TIRE CO INC	4870018831	3384	254.78
149690	McGRIFF TIRE CO INC	4870018830	3385	254.78
149690	McGRIFF TIRE CO INC	4870019849	3462	9,158.99
149690	McGRIFF TIRE CO INC	4870018254	3464	2,635.34
149690	McGRIFF TIRE CO INC	4870020582	4625	1,843.26
149690	McGRIFF TIRE CO INC	4870020804	4638	3,443.39
40654	MCKEE FOODS CORP	858201217	4267	250.00
123094	MCPHERSON CO - PO'S	858667	4272	149.04
123094	MCPHERSON OIL CO	862041	4273	327.27
123094	MCPHERSON OIL CO	860787	4274	283.98
123094	MCPHERSON OIL CO	859655	4275	643.99
123094	MCPHERSON OIL CO	855064	4269	1,240.00
123094	MCPHERSON OIL CO	853379	4270	573.50
123094	MCPHERSON OIL CO	855148	4268	253.00
123094	MCPHERSON OIL CO	859654	4271	1,110.00
123094	MCPHERSON OIL CO	857239	4217	353.80
123094	MCPHERSON OIL CO	862040	4218	(353.80)
98634	MCPHERSON OIL CO INC/DBA FUELMAN	NP59790744	4032	1,508.10
98634	MCPHERSON OIL CO INC/DBA FUELMAN	NP59744126	4024	1,582.80
98634	MCPHERSON OIL CO INC/DBA FUELMAN	NP59768382	4025	1,475.46
191536	MCQUICK PRINTING COMPANY	75351	4068	544.25
186268	MEDSTAR	934753	4250	5,220.00
186268	MEDSTAR	90491; 1/26/21	4440	781.41
188065	MELISSA JEAN HARPER	3122021	3932	65.00
156566	MERCHANTS FOODSERVICE	1014300	4246	6.81
191391	METROPOLITAN LIFE INSURANCE CO	1012021; 0224001	3976	1,300.00
189791	MICHELLE L HOWARD	2102021	3921	26.11
40589	MOBILE ASPHALT CO LLC	14861	3828	405.71
40589	MOBILE ASPHALT CO LLC	14893	3829	246.44
40589	MOBILE ASPHALT CO LLC	14888	3830	247.09
40589	MOBILE ASPHALT CO LLC	14862	3831	207.44
40589	MOBILE ASPHALT CO LLC	14892	3832	554.07
40589	MOBILE ASPHALT CO LLC	14911	3834	363.52
40589	MOBILE ASPHALT CO LLC	14901	4067	1,369.88
40589	MOBILE ASPHALT CO LLC	14796	3400	165.02
40589	MOBILE ASPHALT CO LLC	14845	3396	246.44
40589	MOBILE ASPHALT CO LLC	14773	3398	175.95
40589	MOBILE ASPHALT CO LLC	14822	3403	109.84
40589	MOBILE ASPHALT CO LLC	14781	3404	377.76
40589	MOBILE ASPHALT CO LLC	14821	3405	205.92
40589	MOBILE ASPHALT CO LLC	14814	3287	245.89

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Vendor #	Vendor	Invoice	Document	Invoice Net
40589	MOBILE ASPHALT CO LLC	14772	3288	253.54
40589	MOBILE ASPHALT CO LLC	14795	3289	250.26
40589	MOBILE ASPHALT CO LLC	14721	3029	242.36
40589	MOBILE ASPHALT CO LLC	14722	3030	243.97
40589	MOBILE ASPHALT CO LLC	14714	3031	215.90
40589	MOBILE ASPHALT CO LLC	14729	3032	214.55
40589	MOBILE ASPHALT CO LLC	14771	3636	1,371.52
40589	MOBILE ASPHALT CO LLC	14849	3825	206.42
40589	MOBILE ASPHALT CO LLC	14597	3811	1,444.78
40589	MOBILE ASPHALT CO LLC	14902	4488	167.76
40589	MOBILE ASPHALT CO LLC	14933	4493	313.20
40589	MOBILE ASPHALT CO LLC	14666	4743	2,716.61
100933	MOBILE BAY ELECTRIC CO	64908	4276	853.10
89519	MOBILE INFIRMARY ASSOCIATION	11182020	4450	201.60
40019	MOYER FORD SALES INC	400195	3414	54.03
150578	MSC INDUSTRIAL DIRECT CO INC	5634528	3638	152.29
187817	MWI ANIMAL HEALTH	31424197	3668	626.54
187817	MWI ANIMAL HEALTH	31425786	4069	36.00
187817	MWI ANIMAL HEALTH	30425305	4783	1,768.44
184181	NATIONAL ASSN OF ST AGENCIES FOR SURPLUS	17675	4216	39.00
147897	NAVIGATION ELECTRONICS INC	77598-IN	3290	2,054.00
180761	NEWELL & BUSH INC	#9;BCP-0218117	4761	207,822.01
40026	NORTH BALDWIN INFIRMARY	11102020	4454	2,772.00
40026	NORTH BALDWIN INFIRMARY	1132021	4461	3,299.05
40026	NORTH BALDWIN INFIRMARY	1152021	4457	4,737.34
40026	NORTH BALDWIN INFIRMARY	2102021	4495	1,999.35
40026	NORTH BALDWIN INFIRMARY	12082020	4491	5,561.96
40026	NORTH BALDWIN INFIRMARY	2182021	4498	1,344.00
40026	NORTH BALDWIN INFIRMARY	1292021	4499	571.28
40026	NORTH BALDWIN INFIRMARY	1272021	4501	1,745.70
40026	NORTH BALDWIN INFIRMARY	11192020	4503	3,902.10
40026	NORTH BALDWIN INFIRMARY	12222021	4487	3,050.54
40026	NORTH BALDWIN INFIRMARY	1172021	4489	3,448.88
40026	NORTH BALDWIN INFIRMARY	2252021	4463	3,321.32
40026	NORTH BALDWIN INFIRMARY	12292020	4466	6,475.57
40026	NORTH BALDWIN INFIRMARY	1282021	4470	2,155.40
40026	NORTH BALDWIN INFIRMARY	12062020	4496	5,590.12
40569	NOTARY PUBLIC UNDERWRITERS	CARJETTA CROOK	3551	131.50
181574	O'REILLY AUTO PARTS	1423-196060	3416	190.80
181574	O'REILLY AUTO PARTS	1423-197489	4143	193.73
181574	O'REILLY AUTO PARTS	1423-198570	3903	115.66
181574	O'REILLY AUTO PARTS	1423-191444	3904	238.74
191148	ONE CUT GLASS, LLC	1018882	3489	125.00
999990	ONETIME-REFUND	1018180	3945	21.00
999990	ONETIME-REFUND	1355160	3946	32.00
999990	ONETIME-REFUND	1467320	3947	16.00
999990	ONETIME-REFUND	328995	3948	16.00
999990	ONETIME-REFUND	1453400	3949	32.00
999990	ONETIME-REFUND	1213580	3950	32.00
999990	ONETIME-REFUND	1133740	3951	32.00
999990	ONETIME-REFUND	959300	3952	32.00
999990	ONETIME-REFUND	320351	3953	37.00
999990	ONETIME-REFUND	1451720	3954	32.00

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Vendor #	Vendor	Invoice	Document	Invoice Net
999990	ONETIME-REFUND	1632860	3955	22.00
999990	ONETIME-REFUND	300048	3956	16.00
999990	ONETIME-REFUND	1468780	3957	16.00
999990	ONETIME-REFUND	1663060	3958	32.00
999990	ONETIME-REFUND	1209780	3959	32.00
999990	ONETIME-REFUND	947900	3960	64.00
999990	ONETIME-REFUND	1650420	3961	48.00
999990	ONETIME-REFUND	1566120	3962	10.00
999990	ONETIME-REFUND	374817	3963	42.00
999990	ONETIME-REFUND	1209480	3964	32.00
999990	ONETIME-REFUND	325516	3965	16.00
999990	ONETIME-REFUND	1222960	3966	30.00
999990	ONETIME-REFUND	1484220	3967	42.00
999990	ONETIME-REFUND	1590680	3968	32.00
999990	ONETIME-REFUND	1474980	3969	42.00
999990	ONETIME-REFUND	1035960	3970	34.50
999990	ONETIME-REFUND	858700	3971	21.00
999990	ONETIME-REFUND	1358820	3972	16.00
999990	ONETIME-REFUND	1454020	3973	32.00
999990	ONETIME-REFUND	1051280	3974	16.00
999990	ONETIME-REFUND	1689920	3975	16.00
999990	ONETIME-REFUND	1544500	4146	6.00
999990	ONETIME-REFUND	1241820	4147	30.00
999990	ONETIME-REFUND	1723540	4148	16.00
999990	ONETIME-REFUND	1301120	4149	30.00
999990	ONETIME-REFUND	1339640	4150	30.00
999990	ONETIME-REFUND	1252040	4151	30.00
999990	ONETIME-REFUND	1386200	4152	32.00
999990	ONETIME-REFUND	303201	4153	43.00
999990	ONETIME-REFUND	1226980	4154	46.00
999990	ONETIME-REFUND	749300	4155	32.00
999990	ONETIME-REFUND	1247120	4156	30.00
999990	ONETIME-REFUND	1244120	4157	30.00
999990	ONETIME-REFUND	1561760	4158	32.00
999990	ONETIME-REFUND	1244220	4159	30.00
999990	ONETIME-REFUND	1268740	4160	30.00
999990	ONETIME-REFUND	1251500	4161	30.00
999990	ONETIME-REFUND	1285580	4162	30.00
999990	ONETIME-REFUND	1256040	4163	30.00
999990	ONETIME-REFUND	117132	4164	16.00
999990	ONETIME-REFUND	116357	4165	16.00
999990	ONETIME-REFUND	1299360	4166	30.00
999990	ONETIME-REFUND	1654140	4167	10.00
999990	ONETIME-REFUND	1302220	4168	30.00
999990	ONETIME-REFUND	379723	4169	59.60
999990	ONETIME-REFUND	1234400	4170	30.00
999990	ONETIME-REFUND	1242180	4171	30.00
999990	ONETIME-REFUND	203588	4172	48.00
999990	ONETIME-REFUND	1462520	4173	16.00
999990	ONETIME-REFUND	1554720	4174	32.00
999990	ONETIME-REFUND	1283240	4175	30.00
999990	ONETIME-REFUND	117003	4176	42.00
999990	ONETIME-REFUND	1229120	4177	30.00

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Vendor #	Vendor	Invoice	Document	Invoice Net
999990	ONETIME-REFUND	118640	4178	32.00
999990	ONETIME-REFUND	1321120	4179	21.00
999990	ONETIME-REFUND	1433000	4180	16.00
999990	ONETIME-REFUND	700483	4181	26.00
999990	ONETIME-REFUND	327820	4182	16.00
999990	ONETIME-REFUND	1585640	4183	16.00
999990	ONETIME-REFUND	327025	4184	16.00
999990	ONETIME-REFUND	101628	4185	32.00
999990	ONETIME-REFUND	1271080	4186	30.00
999990	ONETIME-REFUND	1386640	4187	16.00
999990	ONETIME-REFUND	1257360	4188	30.00
999990	ONETIME-REFUND	701015	4189	16.00
27022	OPC NEWS, LLC	382257; 987101	4122	1,134.00
27022	OPC NEWS, LLC	382270; 983695	4124	1,181.16
27022	OPC NEWS, LLC	382253; 983493	4690	492.32
155037	OTIS ELEVATOR CO	100400298001	4603	3,720.00
174713	PAM'S EMBROIDERY & SEWING	5121-20211062	4568	873.00
174713	PAM'S EMBROIDERY & SEWING	5125-20211784	4244	479.50
174713	PAM'S EMBROIDERY & SEWING	5124-20211062	4240	469.00
186450	PARTNERS MANAGING GENERAL UNDERWRITERS	US118570 3012021	4597	62,215.11
186450	PARTNERS MANAGING GENERAL UNDERWRITERS	US118570 4012021	4592	62,178.75
140089	PASTPERFECT SOFTWARE	2021-37053	3833	432.00
48256	PENSACOLA POOLS	101106	3639	253.94
121216	PEREGRINE SERVICES INC	427643	4693	56,000.00
121216	PEREGRINE SERVICES INC	427088	4352	2,199.23
97261	PETERSEN IND	170732	3640	879.91
180999	PETROLEUM TRADERS CORPORATION	1635900	4277	10,212.46
180999	PETROLEUM TRADERS CORPORATION	1633913	4278	1,187.60
180999	PETROLEUM TRADERS CORPORATION	1631160	4279	1,177.58
180999	PETROLEUM TRADERS CORPORATION	1632426	4280	1,789.85
180999	PETROLEUM TRADERS CORPORATION	1632896	4281	12,554.05
180999	PETROLEUM TRADERS CORPORATION	1633321	4282	1,832.98
180999	PETROLEUM TRADERS CORPORATION	1633592	4283	11,920.27
180999	PETROLEUM TRADERS CORPORATION	1633594	4284	12,308.77
180999	PETROLEUM TRADERS CORPORATION	1634681	4285	11,816.27
180999	PETROLEUM TRADERS CORPORATION	1636778	4286	1,229.24
180999	PETROLEUM TRADERS CORPORATION	1636774	4287	12,452.18
180999	PETROLEUM TRADERS CORPORATION	1637627	4288	11,458.61
180999	PETROLEUM TRADERS CORPORATION	1639631	4289	12,445.96
180999	PETROLEUM TRADERS CORPORATION	1638284	4290	12,692.92
180999	PETROLEUM TRADERS CORPORATION	1638493	4291	10,788.63
180999	PETROLEUM TRADERS CORPORATION	1638766	4292	13,854.68
180999	PETROLEUM TRADERS CORPORATION	1639470	4293	12,441.73
47503	PH & J ARCHITECTS INC	#11; 1912-GV	4082	4,114.83
89375	PITTMAN TRACTOR CO INC	13335	4107	7,250.00
192408	PLUMCORE, INC.	#9; PROJ# 137204	4088	285,752.52
188521	PONY EXPRESS	11255	3944	400.00
188521	PONY EXPRESS	11254	3554	1,000.00
191895	PORTMAN CREATIVE	10821	4543	150.00
147619	QED ENVIRONMENTAL SYSTEMS INC	284944	3419	1,060.77
191947	QUADIENT LEASING USA, INC.	N8760868	3360	1,522.05
191947	QUADIENT LEASING USA, INC.	N8765004	3905	2,924.55
191947	QUADIENT LEASING USA, INC.	N8786003	4099	1,031.22

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Vendor #	Vendor	Invoice	Document	Invoice Net
97199	RACINE'S FEED GARDEN & SUPPLY INC	786451	3641	682.50
175695	RAY ENVIRONMENTAL CONTRACTING LLC	20884	4544	645.00
108898	REHM ANIMAL CLINIC AT TIMBER RUM	12511 182021-1282021	4222	929.01
108898	REHM ANIMAL CLINIC AT TIMBER RUM	12511 212-2262021	4223	533.04
183649	REPUBLIC SERVICES #986	2252021	4003	1,209.00
51009	ROBERTSDALE AUTO PARTS INC	458710	4144	38.32
51009	ROBERTSDALE AUTO PARTS INC	458680	4145	262.57
51009	ROBERTSDALE AUTO PARTS INC	458622	4190	157.98
51009	ROBERTSDALE AUTO PARTS INC	458689	4191	144.94
51009	ROBERTSDALE AUTO PARTS INC	458735	4192	130.07
51009	ROBERTSDALE AUTO PARTS INC	458828	4193	117.70
51009	ROBERTSDALE AUTO PARTS INC	458495	3430	363.63
51009	ROBERTSDALE AUTO PARTS INC	458566	3431	2,865.00
51009	ROBERTSDALE AUTO PARTS INC	458510	3432	55.98
51009	ROBERTSDALE AUTO PARTS INC	458567	3433	50.04
51009	ROBERTSDALE AUTO PARTS INC	458568	3434	60.00
51009	ROBERTSDALE AUTO PARTS INC	458607	3435	86.60
51009	ROBERTSDALE AUTO PARTS INC	458661	3436	401.48
51009	ROBERTSDALE AUTO PARTS INC	458605	3437	180.55
51009	ROBERTSDALE AUTO PARTS INC	458624	3438	265.94
51009	ROBERTSDALE AUTO PARTS INC	458634	3439	431.36
51009	ROBERTSDALE AUTO PARTS INC	458677	3440	149.03
51009	ROBERTSDALE AUTO PARTS INC	458717	3441	25.12
51009	ROBERTSDALE AUTO PARTS INC	458704	3442	64.88
51009	ROBERTSDALE AUTO PARTS INC	458700	3443	130.07
51009	ROBERTSDALE AUTO PARTS INC	458865	4513	96.20
51009	ROBERTSDALE AUTO PARTS INC	458841	4511	45.06
51009	ROBERTSDALE AUTO PARTS INC	MAR 2021 OP	4370	395.10
51009	ROBERTSDALE AUTO PARTS INC	458928	4664	250.00
51009	ROBERTSDALE AUTO PARTS INC	458927	4665	131.03
51009	ROBERTSDALE AUTO PARTS INC	458887	4666	168.10
51009	ROBERTSDALE AUTO PARTS INC	459072	4667	91.99
51043	ROBERTSDALE FEED STORE	151791	4074	11.99
146675	RONALD B STEWART	3072021	3924	179.00
152485	RUBBEREDGE LLC	32767	3642	1,677.37
183761	SAIN ASSOCIATES INC	47551	4699	11,825.37
181284	SANDY SANSING FORD	80272	4668	217.39
181284	SANDY SANSING FORD	80293	4515	153.95
143	SECTION 18 BRAT'S	12635	4357	1,108.08
56733	SERVICEMASTER ACTION CLEANING	126701	4004	498.00
111	SEVEN CENT GAS TAX FUND	HWY-21.009	4687	7,429.28
187213	SHANNON RENE DUMAS	3072021	3827	56.00
181787	SHARP ELECTRONICS CORPORATION	3072021	4608	18,675.46
192751	SHARPS MD OF ALABAMA	9053	4358	840.00
55845	SHERWIN-WILLIAMS	4427-5	4675	340.07
185636	SHERWIN-WILLIAMS - US HWY 98/FOLEY	6578-4	3386	184.14
187492	SHORELINE ENVIRONMENTAL INC	53362	4641	60.00
123300	SOFTWARE HOUSE INT dba SHI	B13153784	4669	47,539.72
54037	SOUTH ALABAMA REGIONAL	MSS 21-114	4022	27,063.73
54037	SOUTH ALABAMA REGIONAL	MSS 21-115	4023	4,321.64
170536	SOUTHDATA INC	993298341	4497	85.00
170536	SOUTHDATA INC	993301509	4500	5,742.26
68013	SOUTHEASTERN EQUIPMENT COMPANY	R21210	4739	(55.00)

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68013	SOUTHEASTERN EQUIPMENT COMPANY	R21179	4732	2,192.73
66835	SOUTHERN FIRE & SAFETY INC	3252021-MAR	4593	1,176.50
66835	SOUTHERN FIRE & SAFETY INC	3252021-FEB	4594	1,047.00
73381	SOUTHERN LINC COMMUNICATIONS - PO'S	495087	4211	398.05
154499	SOUTHERN PIPE & SUPPLY - FAIRHOPE	5125296-00	4075	297.81
190650	SOUTHERN TIRE MART	2030031978	3444	934.64
190650	SOUTHERN TIRE MART	2030033307	4670	294.36
190650	SOUTHERN TIRE MART	2030032530	4522	1,437.52
190650	SOUTHERN TIRE MART	2030032286	4518	4,368.27
190650	SOUTHERN TIRE MART	2030032529	4520	260.04
183476	SOUTHERNCARLSON SYSTEMS	de42481166/442261/56	3796	1,565.48
187384	SPANISH FORT PAINTING & CONST. LLC	1362	4545	3,672.00
187384	SPANISH FORT PAINTING & CONST. LLC	1364	4700	1,938.00
185700	STANTEC CONSULTING SERVICES INC	1763591; #8B	4207	18,433.09
185700	STANTEC CONSULTING SERVICES INC	1763591; #8A	4203	896.50
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399781	4241	(43.49)
185594	STAPLES CONTRACT & COMMERCIAL INC	3467715458	4243	449.95
185594	STAPLES CONTRACT & COMMERCIAL INC	3466273211	4247	230.62
185594	STAPLES CONTRACT & COMMERCIAL INC	3466273210	4248	177.50
185594	STAPLES CONTRACT & COMMERCIAL INC	3466854548	4249	75.98
185594	STAPLES CONTRACT & COMMERCIAL INC	3471740143	4251	56.60
185594	STAPLES CONTRACT & COMMERCIAL INC	3463764608	4238	173.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3462807748	4234	217.48
185594	STAPLES CONTRACT & COMMERCIAL INC	3471668517	4005	(259.99)
185594	STAPLES CONTRACT & COMMERCIAL INC	3462807753	4006	123.24
185594	STAPLES CONTRACT & COMMERCIAL INC	3464782322	4007	106.48
185594	STAPLES CONTRACT & COMMERCIAL INC	3466338254	4008	94.80
185594	STAPLES CONTRACT & COMMERCIAL INC	3467440313	4009	93.08
185594	STAPLES CONTRACT & COMMERCIAL INC	3472288764	4010	(93.08)
185594	STAPLES CONTRACT & COMMERCIAL INC	3469337694	4011	46.66
185594	STAPLES CONTRACT & COMMERCIAL INC	3469259982	4012	108.39
185594	STAPLES CONTRACT & COMMERCIAL INC	3470300264	4013	(108.39)
185594	STAPLES CONTRACT & COMMERCIAL INC	3471251380	4014	15.00
185594	STAPLES CONTRACT & COMMERCIAL INC	3471251379	4015	(15.00)
185594	STAPLES CONTRACT & COMMERCIAL INC	3472288765	4016	(22.72)
185594	STAPLES CONTRACT & COMMERCIAL INC	3471323777	4017	62.16
185594	STAPLES CONTRACT & COMMERCIAL INC	3471469958	4018	(62.16)
185594	STAPLES CONTRACT & COMMERCIAL INC	3472226496	4471	127.70
185594	STAPLES CONTRACT & COMMERCIAL INC	3472226497	4472	170.95
185594	STAPLES CONTRACT & COMMERCIAL INC	3472288770	4473	204.50
185594	STAPLES CONTRACT & COMMERCIAL INC	3472351073	4475	208.67
185594	STAPLES CONTRACT & COMMERCIAL INC	3472351077	4476	167.50
185594	STAPLES CONTRACT & COMMERCIAL INC	3472351079	4478	67.19
185594	STAPLES CONTRACT & COMMERCIAL INC	3472407738	4479	66.22
185594	STAPLES CONTRACT & COMMERCIAL INC	3472288769	4460	37.10
185594	STAPLES CONTRACT & COMMERCIAL INC	3472114459	4469	75.76
185594	STAPLES CONTRACT & COMMERCIAL INC	3471937265	4462	678.23
185594	STAPLES CONTRACT & COMMERCIAL INC	3472114458	4455	19.16
185594	STAPLES CONTRACT & COMMERCIAL INC	3471937268	4453	12.05
185594	STAPLES CONTRACT & COMMERCIAL INC	3471937262	4446	162.73
185594	STAPLES CONTRACT & COMMERCIAL INC	3471937263	4447	8.47
185594	STAPLES CONTRACT & COMMERCIAL INC	3471937266	4449	52.89
185594	STAPLES CONTRACT & COMMERCIAL INC	3471937267	4451	32.49

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Vendor #	Vendor	Invoice	Document	Invoice Net
185594	STAPLES CONTRACT & COMMERCIAL INC	3471937260	4443	4.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3472288768	4445	42.66
185594	STAPLES CONTRACT & COMMERCIAL INC	3471937261	4438	19.06
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871373	4423	252.80
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871370	4424	4,390.78
185594	STAPLES CONTRACT & COMMERCIAL INC	3471740144	4360	78.59
185594	STAPLES CONTRACT & COMMERCIAL INC	3471469964	4361	172.40
185594	STAPLES CONTRACT & COMMERCIAL INC	3471469961	4362	121.91
185594	STAPLES CONTRACT & COMMERCIAL INC	3471469962	4363	297.82
185594	STAPLES CONTRACT & COMMERCIAL INC	3471668519	4364	18.10
185594	STAPLES CONTRACT & COMMERCIAL INC	3471668518	4365	146.48
185594	STAPLES CONTRACT & COMMERCIAL INC	3471469963	4366	56.79
185594	STAPLES CONTRACT & COMMERCIAL INC	3469876939	4313	56.37
185594	STAPLES CONTRACT & COMMERCIAL INC	3469926502	4314	43.02
185594	STAPLES CONTRACT & COMMERCIAL INC	3469538253	4315	144.90
185594	STAPLES CONTRACT & COMMERCIAL INC	3469538254	4318	89.09
185594	STAPLES CONTRACT & COMMERCIAL INC	3469827806	4319	4.86
185594	STAPLES CONTRACT & COMMERCIAL INC	3470300266	4305	38.32
185594	STAPLES CONTRACT & COMMERCIAL INC	3470300265	4307	70.07
185594	STAPLES CONTRACT & COMMERCIAL INC	3469408107	4308	39.32
185594	STAPLES CONTRACT & COMMERCIAL INC	3469538256	4309	84.35
185594	STAPLES CONTRACT & COMMERCIAL INC	3469538257	4310	55.00
185594	STAPLES CONTRACT & COMMERCIAL INC	3469827807	4311	220.38
185594	STAPLES CONTRACT & COMMERCIAL INC	3471740148	4371	168.70
185594	STAPLES CONTRACT & COMMERCIAL INC	3471740150	4372	66.84
185594	STAPLES CONTRACT & COMMERCIAL INC	3471807075	4373	14.06
185594	STAPLES CONTRACT & COMMERCIAL INC	3471937269	4374	18.14
185594	STAPLES CONTRACT & COMMERCIAL INC	3471469960	4353	93.49
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399795	4354	29.81
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399794	4355	1.93
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399793	4356	410.19
185594	STAPLES CONTRACT & COMMERCIAL INC	3471740149	4379	18.72
185594	STAPLES CONTRACT & COMMERCIAL INC	3471740151	4380	35.96
185594	STAPLES CONTRACT & COMMERCIAL INC	3471807074	4381	8.09
185594	STAPLES CONTRACT & COMMERCIAL INC	3472288771	4382	149.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3471740147	4383	132.23
185594	STAPLES CONTRACT & COMMERCIAL INC	3471740146	4384	134.01
185594	STAPLES CONTRACT & COMMERCIAL INC	3471740145	4385	1,065.65
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871363	4402	203.40
185594	STAPLES CONTRACT & COMMERCIAL INC	3470504844	4236	(347.98)
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871362	4393	1,017.02
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399792	4351	78.42
185594	STAPLES CONTRACT & COMMERCIAL INC	3472226498	4375	24.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3471807073	4388	7.29
185594	STAPLES CONTRACT & COMMERCIAL INC	3471807072	4389	52.15
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871361	4391	12.65
185594	STAPLES CONTRACT & COMMERCIAL INC	3472226492	4392	68.53
185594	STAPLES CONTRACT & COMMERCIAL INC	3472288766	4404	68.94
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871364	4405	298.89
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871365	4406	169.90
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871366	4407	226.95
185594	STAPLES CONTRACT & COMMERCIAL INC	3471937258	4408	1,198.53
185594	STAPLES CONTRACT & COMMERCIAL INC	3472407734	4410	9.08

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Vendor #	Vendor	Invoice	Document	Invoice Net
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871376	4421	89.78
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871375	4418	222.66
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871372	4416	126.32
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871367	4412	400.09
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871371	4413	73.98
185594	STAPLES CONTRACT & COMMERCIAL INC	3465203498	4245	17.51
185594	STAPLES CONTRACT & COMMERCIAL INC	3472114457	4252	9,352.45
185594	STAPLES CONTRACT & COMMERCIAL INC	3472226494	4253	84.95
185594	STAPLES CONTRACT & COMMERCIAL INC	3472226493	4254	(84.95)
185594	STAPLES CONTRACT & COMMERCIAL INC	3470430273	4320	20.22
185594	STAPLES CONTRACT & COMMERCIAL INC	3469982391	4321	165.96
185594	STAPLES CONTRACT & COMMERCIAL INC	3471937257	4322	57.98
185594	STAPLES CONTRACT & COMMERCIAL INC	3471937256	4323	117.18
185594	STAPLES CONTRACT & COMMERCIAL INC	3470232599	4324	286.19
185594	STAPLES CONTRACT & COMMERCIAL INC	3470232597	4325	167.50
185594	STAPLES CONTRACT & COMMERCIAL INC	3470430267	4326	28.11
185594	STAPLES CONTRACT & COMMERCIAL INC	3470300263	4327	6.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3470300262	4328	108.17
185594	STAPLES CONTRACT & COMMERCIAL INC	3470430270	4329	2.47
185594	STAPLES CONTRACT & COMMERCIAL INC	3471323776	4330	805.98
185594	STAPLES CONTRACT & COMMERCIAL INC	3470430271	4331	2,254.25
185594	STAPLES CONTRACT & COMMERCIAL INC	3470877615	4332	6.36
185594	STAPLES CONTRACT & COMMERCIAL INC	3471251378	4333	101.98
185594	STAPLES CONTRACT & COMMERCIAL INC	3470430272	4334	336.90
185594	STAPLES CONTRACT & COMMERCIAL INC	3470504846	4335	458.06
185594	STAPLES CONTRACT & COMMERCIAL INC	3470504847	4336	319.01
185594	STAPLES CONTRACT & COMMERCIAL INC	3470504848	4337	175.40
185594	STAPLES CONTRACT & COMMERCIAL INC	3470504851	4338	13.98
185594	STAPLES CONTRACT & COMMERCIAL INC	3470504850	4339	61.66
185594	STAPLES CONTRACT & COMMERCIAL INC	3470504849	4340	289.71
185594	STAPLES CONTRACT & COMMERCIAL INC	3471251381	4341	19.29
185594	STAPLES CONTRACT & COMMERCIAL INC	3471251382	4342	13.29
185594	STAPLES CONTRACT & COMMERCIAL INC	3471323778	4343	23.92
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399789	4344	23.24
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399790	4345	47.69
185594	STAPLES CONTRACT & COMMERCIAL INC	3471469959	4346	170.15
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399791	4348	376.08
192752	STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	513	4386	350.00
147125	STOCKTON EQUIPMENT CO	30730	4721	75.80
65091	STONE CROSBY PC	62937; S/W	3535	5,215.07
65091	STONE CROSBY PC	63000/63001; REV	3536	1,491.75
65091	STONE CROSBY PC	62919; ADMIN	3537	15,571.06
65091	STONE CROSBY PC	62920; BRATS	3538	22.50
65091	STONE CROSBY PC	62921; BPST	3539	843.75
65091	STONE CROSBY PC	62922; HWY	3540	1,565.46
65091	STONE CROSBY PC	62935; P&Z	3541	8,650.80
182059	SUNSOUTH LLC	3862385	4524	131.80
182059	SUNSOUTH LLC	3863095	4527	828.79
181289	SWEAT TIRE	57008	4456	20.00
162616	SWEAT TIRE - BAY MINETTE	53250	4464	20.00
162616	SWEAT TIRE - BAY MINETTE	53217	4533	73.88
162616	SWEAT TIRE - BAY MINETTE	53104	4534	606.87
162616	SWEAT TIRE - BAY MINETTE	53119	4535	606.87

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Vendor #	Vendor	Invoice	Document	Invoice Net
162616	SWEAT TIRE - BAY MINETTE	53098	4536	234.65
162616	SWEAT TIRE - BAY MINETTE	53159	4537	80.00
162616	SWEAT TIRE - BAY MINETTE	52926	3446	63.31
162616	SWEAT TIRE - BAY MINETTE	52884	3448	690.92
54042	SWEAT TIRE - ROBERTSDALE	201374	3449	191.23
54042	SWEAT TIRE - ROBERTSDALE	201643	3450	801.04
54042	SWEAT TIRE - ROBERTSDALE	201192	3447	845.92
54042	SWEAT TIRE - ROBERTSDALE	201150	3445	54.91
54042	SWEAT TIRE - ROBERTSDALE	195329	4115	2,530.60
54042	SWEAT TIRE - ROBERTSDALE	200080	4100	70.00
54042	SWEAT TIRE - ROBERTSDALE	201095	4101	167.39
54042	SWEAT TIRE - ROBERTSDALE	199449	4114	2,860.00
54042	SWEAT TIRE - ROBERTSDALE	201950	4538	74.91
54042	SWEAT TIRE - ROBERTSDALE	201124	4529	47.21
54042	SWEAT TIRE - ROBERTSDALE	201723	4530	156.88
54042	SWEAT TIRE - ROBERTSDALE	201659	4532	437.40
54042	SWEAT TIRE - ROBERTSDALE	MAR 21 OP	4378	207.04
54042	SWEAT TIRE - ROBERTSDALE	199645	4678	2,530.60
54042	SWEAT TIRE - ROBERTSDALE	198301	4679	80.00
186451	SYMBOL HEALTH SOLUTIONS LLC	BC00096	4019	61,476.97
173454	TAYLOR'S TOWING	13056	4020	250.00
173454	TAYLOR'S TOWING	13059	4021	250.00
149260	TEDDY J FAUST JR	3052021	3906	69.24
57002	TERMINIX SERVICE	4467808; 2021	4376	361.00
57002	TERMINIX SERVICE	6276792; 2021	4368	344.00
57002	TERMINIX SERVICE	1646341; 2021	4369	350.00
192800	TETRA TECH, INC.	51683633	4766	1,165,106.00
192800	TETRA TECH, INC.	51688574	4767	686,179.00
186870	THE BLUE SHEET	21-2-09	4484	120.00
136371	THE GUARANTEE TITLE CO LLC	20-397	4411	250.00
184294	THE PRINT SHOP	6465	4070	24.00
184294	THE PRINT SHOP	6466	4071	48.00
184294	THE PRINT SHOP	6468	4072	472.00
184294	THE PRINT SHOP	6470	4073	240.00
123908	THOMPSON ENGINEERING	210102249	4045	2,002.00
123908	THOMPSON ENGINEERING	2110102252	4043	2,799.50
123908	THOMPSON ENGINEERING	210102247	4040	1,365.00
123908	THOMPSON ENGINEERING	3162021; KING	3550	400.00
57071	THOMPSON TRACTOR CO	SPI00811616	3190	46.07
57071	THOMPSON TRACTOR CO	SPI00811621	3191	236.59
57071	THOMPSON TRACTOR CO	SPI00811620	3193	23.94
57071	THOMPSON TRACTOR CO	SPI00811619	3194	28.62
57071	THOMPSON TRACTOR CO	SPI00811618	3195	118.76
57071	THOMPSON TRACTOR CO	SPI00811617	3196	2.30
57071	THOMPSON TRACTOR CO	SPI00811622	3197	6,901.55
57071	THOMPSON TRACTOR CO	SPI00811624	3198	1,337.68
57071	THOMPSON TRACTOR CO	SPI00811625	3199	277.06
57071	THOMPSON TRACTOR CO	SPI00811623	3200	715.39
57071	THOMPSON TRACTOR CO	SPI00811626	3201	440.51
57071	THOMPSON TRACTOR CO	SPI00811627	3202	1,902.34
57071	THOMPSON TRACTOR CO	CNR067464	3203	(1,731.28)
57071	THOMPSON TRACTOR CO	SPI00822826	4103	11,827.78
57071	THOMPSON TRACTOR CO	SPI00811586	4681	4,288.05

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57071	THOMPSON TRACTOR CO	SPI00811587	4682	1,771.20
57071	THOMPSON TRACTOR CO	SPI00811583	4683	942.17
57071	THOMPSON TRACTOR CO	SPI00811584	4684	5,598.18
57071	THOMPSON TRACTOR CO	TTC1-533725	4671	1,754.60
57071	THOMPSON TRACTOR CO	SPI00804206	4672	219.51
57071	THOMPSON TRACTOR CO	TTC1-545074	4676	581.25
57071	THOMPSON TRACTOR CO	TTC1-545587	4677	542.50
57071	THOMPSON TRACTOR CO	TTC1-542981	4639	285.75
57071	THOMPSON TRACTOR CO	TTC1-542202	4636	2,286.18
57071	THOMPSON TRACTOR CO	TTC1-542974	4637	7,587.42
57071	THOMPSON TRACTOR CO	TTC1-536596	4615	1,979.92
57071	THOMPSON TRACTOR CO	TTC1-536674	4616	2,300.43
57071	THOMPSON TRACTOR CO	TTC1-533690	4630	1,091.39
57071	THOMPSON TRACTOR CO	SPI00810087	4631	5,771.60
57071	THOMPSON TRACTOR CO	TTC1-536443	4632	1,612.43
57071	THOMPSON TRACTOR CO	TTC1-540462	4618	5,197.30
57071	THOMPSON TRACTOR CO	TTC1-536670	4620	781.26
57071	THOMPSON TRACTOR CO	TTC1-536680	4621	1,073.63
57071	THOMPSON TRACTOR CO	TTC1-540775	4622	2,020.48
57071	THOMPSON TRACTOR CO	SPI00813750	4623	601.92
57071	THOMPSON TRACTOR CO	TTC1-543631	4624	4,660.14
57327	TONY'S TOWING INC	120055	4294	343.00
57327	TONY'S TOWING INC	120611	4295	536.25
57327	TONY'S TOWING INC	120226	4296	85.00
57327	TONY'S TOWING INC	118703	4297	682.50
57327	TONY'S TOWING INC	120628	4298	877.50
57327	TONY'S TOWING INC	120637	4299	536.25
57327	TONY'S TOWING INC	119616	4226	262.50
188839	TOWER EQUITIES LLC	2182	4755	2,000.00
57038	TRACTOR & EQUIPMENT - MOBILE	P25582	4640	674.88
57038	TRACTOR & EQUIPMENT - MOBILE	P25651	4645	1,255.74
158123	TRANE-MOBILE PARTS CENTER	311322684	4563	4,677.49
158123	TRANE-MOBILE PARTS CENTER	311448921	4564	894.92
158123	TRANE-MOBILE PARTS CENTER	9731147	3365	414.49
158123	TRANE-MOBILE PARTS CENTER	311448453	3768	303.15
158123	TRANE-MOBILE PARTS CENTER	311401341	3770	1,448.56
158123	TRANE-MOBILE PARTS CENTER	9540782	3771	1,882.07
89463	TRI-TECH FORENSICS INC	418917	4300	849.66
57039	TRUCK EQUIPMENT SALES INC	7986	4562	4,292.24
57039	TRUCK EQUIPMENT SALES INC	7987	4644	1,921.86
57039	TRUCK EQUIPMENT SALES INC	7925	4235	3,263.26
166975	TSA INC	106142	3769	3,591.00
192180	TTL, INC.	2101809	4546	1,200.00
190884	TYLER TECHNOLOGIES, INC.	45-333535	4209	4,900.00
190884	TYLER TECHNOLOGIES, INC.	45-332184	4047	14,000.00
190884	TYLER TECHNOLOGIES, INC.	45-332998	3939	5,600.00
190884	TYLER TECHNOLOGIES, INC.	45-332010	3940	1,400.00
112416	ULINE INC	36-3684738	4733	115.05
65234	UNITED REFRIGERATION	77709618-00	4301	345.32
142535	UNITED STATES GEOLOGICAL SURVEY	90884024	4387	5,900.00
1845	USA HEALTH PHYSICIAN	2122021	4505	109.16
66057	USA MEDICAL CENTER	2122021	4507	1,795.15
135466	VAN SCOYOC ASSOCIATES	68804	4390	9,500.00

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Vendor #	Vendor	Invoice	Document	Invoice Net
55343	VERMEER SALES & SERVICE	IN56448	4646	628.44
55343	VERMEER SALES & SERVICE	IN56496	4647	189.86
192322	VIA MOBILITY, LLC	INV001-2775	4394	16,500.00
191276	VISION MEDICAL	61460	4105	967.60
66295	VOLKERT INC	1602003	4049	8,002.18
66295	VOLKERT INC	1302016	3942	24,000.00
66295	VOLKERT INC	112083	4547	811.15
66295	VOLKERT INC	201084	4548	2,433.45
66295	VOLKERT INC	302081	4549	2,433.45
66295	VOLKERT INC	102154	4550	17,196.00
189796	VSC FIRE & SECURITY INC	21ST20010644	3813	488.00
189796	VSC FIRE & SECURITY INC	21ST20708588	3814	180.00
189796	VSC FIRE & SECURITY INC	21ST20708587	3815	180.00
189796	VSC FIRE & SECURITY INC	21ST20708590	3816	180.00
65201	VULCAN MATERIALS CO	50892313	3800	1,220.75
65201	VULCAN MATERIALS CO	50910894	3643	7,265.15
65201	VULCAN MATERIALS CO	50910893	3644	12,074.16
65201	VULCAN MATERIALS CO	50908668	3645	686.56
65201	VULCAN MATERIALS CO	50906265	3073	2,053.80
65201	VULCAN MATERIALS CO	50910896	4590	5,975.00
65201	VULCAN MATERIALS CO	50910895	4591	1,224.79
65007	VULCAN SIGNS	R01994	4587	48.10
65007	VULCAN SIGNS	R01995	4588	172.92
65007	VULCAN SIGNS	R02573	4589	2,510.00
169455	W H THOMAS OIL CO INC	366924	4302	1,432.75
169455	W H THOMAS OIL CO INC	366925	4303	250.00
169455	W H THOMAS OIL CO INC	367341	4304	1,193.75
84216	W W GRAINGER	9837788588	4734	174.82
84216	W W GRAINGER	9839424158	4735	573.84
84216	W W GRAINGER	9837788596/604	4736	485.68
84216	W W GRAINGER	9836676933	4740	307.26
84216	W W GRAINGER	9803318931/5930/8312	4754	1,827.66
84216	W W GRAINGER	9814665825	3074	227.88
84216	W W GRAINGER	9814665890	3075	138.72
84216	W W GRAINGER	9815381836	3361	285.60
84216	W W GRAINGER	9815609533	3362	1,811.40
84216	W W GRAINGER	9814418886	3334	98.40
84216	W W GRAINGER	9814418894	3335	86.04
84216	W W GRAINGER	9814418902	3336	38.40
84216	W W GRAINGER	981441890	3337	410.40
84216	W W GRAINGER	9814665833	3338	51.60
84216	W W GRAINGER	9814665841	3339	332.40
84216	W W GRAINGER	9814665858	3340	38.40
84216	W W GRAINGER	9814665866	3341	111.24
84216	W W GRAINGER	9814665882	3342	102.72
84216	W W GRAINGER	9814906179	3343	27.00
84216	W W GRAINGER	9814906187	3344	27.00
84216	W W GRAINGER	9814906195	3345	51.60
84216	W W GRAINGER	9814906203	3346	27.00
84216	W W GRAINGER	9814906211	3347	91.80
84216	W W GRAINGER	9814906229	3348	234.12
84216	W W GRAINGER	9814906237	3349	54.00
84216	W W GRAINGER	9815381844	3350	86.76

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Vendor #	Vendor	Invoice	Document	Invoice Net
84216	W W GRAINGER	9815381851	3351	240.72
84216	W W GRAINGER	9815381869	3352	528.24
84216	W W GRAINGER	9815381877	3353	350.64
84216	W W GRAINGER	9815609541	3354	80.76
84216	W W GRAINGER	9822702792	3355	103.20
84216	W W GRAINGER	9814418860	3357	60.00
84216	W W GRAINGER	9814418878	3358	76.80
84216	W W GRAINGER	9828899428	3422	186.06
84216	W W GRAINGER	9809813422	3423	481.56
84216	W W GRAINGER	9825872659	3425	959.62
84216	W W GRAINGER	9825872667	3426	158.68
84216	W W GRAINGER	9824453972	3427	5,633.33
84216	W W GRAINGER	9818667082*981882044	3428	1,900.79
84216	W W GRAINGER	9821126076	3429	71.26
84216	W W GRAINGER	9826607724	3646	182.53
84216	W W GRAINGER	9814454725	3758	1,091.50
84216	W W GRAINGER	9814665874	3648	227.88
84216	W W GRAINGER	9813827798	3650	442.48
84216	W W GRAINGER	9828882440/330928	3651	157.68
84216	W W GRAINGER	9827446999	3652	590.12
84216	W W GRAINGER	9827235483	3662	312.22
84216	W W GRAINGER	9825872642	3663	122.48
84216	W W GRAINGER	9814146792	3664	198.15
84216	W W GRAINGER	9814906161	3665	111.83
84216	W W GRAINGER	9832305925	4106	33.11
84216	W W GRAINGER	9823669677	4087	245.40
84216	W W GRAINGER	9823669685	4089	182.46
84216	W W GRAINGER	9831256657/1316386	4086	707.49
84216	W W GRAINGER	9825290464	4090	293.96
84216	W W GRAINGER	9832305933	4098	395.55
84216	W W GRAINGER	9825715213	4092	238.07
84216	W W GRAINGER	9828448168	4093	46.52
84216	W W GRAINGER	9832105556	4094	213.11
84216	W W GRAINGER	9830383049	4095	176.48
84216	W W GRAINGER	9831256665	4096	91.74
85307	WAL-MART SUPERCENTER - BAY MINETTE	TR 00213	3364	13.44
85307	WAL-MART SUPERCENTER - BAY MINETTE	TR03494	3059	196.85
85307	WAL-MART SUPERCENTER - BAY MINETTE	TR3672	4509	71.28
151503	WALTER CURTIS CO LLC	28309	4227	46.00
60011	WARD INTL TRUCKS - MOBILE	X101012120:01	4648	154.30
60011	WARD INTL TRUCKS - MOBILE	R101002146	4649	240.19
86191	WARRINER CONSTRUCTION	825839	4076	3,150.00
86191	WARRINER CONSTRUCTION	825834	3333	252.00
174473	WASTE PRO OF FLORIDA	2038054	4753	228.59
181290	WESCO - FOLEY	2000962463	4692	89.10
181290	WESCO - FOLEY	2000963578	4602	61.60
181290	WESCO - FOLEY	2000975514	4607	229.24
181290	WESCO - FOLEY	2000973299	4613	48.30
181290	WESCO - FOLEY	2000906896	4580	156.20
181290	WESCO - FOLEY	2000920523	4581	160.60
181290	WESCO - FOLEY	2000893936	4582	160.60
181290	WESCO - FOLEY	2000976070	3378	246.50
181290	WESCO - FOLEY	2000975499	3379	408.13

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181290	WESCO - FOLEY	2000973033	3763	154.66
180377	WESCO GAS & WELDING SUPPLY	2000974032	4617	288.00
66024	WESCO RECEIVABLES CORP	966330	4605	37.00
66024	WESCO RECEIVABLES CORP	962179	4606	151.50
66024	WESCO RECEIVABLES CORP	962177	4609	1,452.00
66024	WESCO RECEIVABLES CORP	961304	4610	216.00
66024	WESCO RECEIVABLES CORP	962178	4612	100.00
66024	WESCO RECEIVABLES CORP	960871	3647	221.40
66024	WESCO RECEIVABLES CORP	961303	3466	216.00
66024	WESCO RECEIVABLES CORP	962852	3468	24.60
66029	WEST GROUP PAYMENT CENTER	843965646	3060	230.04
66029	WEST GROUP PAYMENT CENTER	844014120	4465	170.17
66029	WEST GROUP PAYMENT CENTER	843930541	4468	974.83
183268	WILDLIFE SOLUTIONS INC	16196	4737	930.00
80670	WILLIAMS SCOTSMAN INC	8571097	4551	724.11
80670	WILLIAMS SCOTSMAN INC	8537918	3941	680.96
184892	WITTICHEN SUPPLY - DAPHNE	S102182186.001-002	4085	316.16
184892	WITTICHEN SUPPLY - DAPHNE	20211076	3028	77.81
113371	WITTICHEN SUPPLY - FOLEY	S102157745.001	3027	49.58
113371	WITTICHEN SUPPLY - FOLEY	s102173044.001	4077	78.00
113371	WITTICHEN SUPPLY - FOLEY	S102173022.001	4078	105.48
113371	WITTICHEN SUPPLY - FOLEY	S102173030.001	4079	364.56
113371	WITTICHEN SUPPLY - FOLEY	S102173035.001	4080	142.80
113371	WITTICHEN SUPPLY - FOLEY	S102173038.001	4081	234.00
113371	WITTICHEN SUPPLY - FOLEY	S102173039.001	4083	192.96
66006	WRIGHTS MOTOR PARTS INC	MAR 21 OP	4436	255.90
66006	WRIGHTS MOTOR PARTS INC	558092	4650	24.87
66006	WRIGHTS MOTOR PARTS INC	558319	4651	217.48
66006	WRIGHTS MOTOR PARTS INC	558333	4652	244.94
66006	WRIGHTS MOTOR PARTS INC	558543	4653	14.66
66006	WRIGHTS MOTOR PARTS INC	558544	4654	134.04
66006	WRIGHTS MOTOR PARTS INC	558656	4655	25.07
66006	WRIGHTS MOTOR PARTS INC	558769	4656	42.66
66006	WRIGHTS MOTOR PARTS INC	558768	4657	30.39
66006	WRIGHTS MOTOR PARTS INC	558862	4658	45.12
66006	WRIGHTS MOTOR PARTS INC	558985	4674	31.27
66391	XEROX CORP	702471354	4572	161.92
66391	XEROX CORP	12898877	4571	98.89
95628	ZEP MANUFACTURING COMPANY	9006085100	4747	303.82
				<u>18,265,769.75</u>



Baldwin County Commission

Agenda Action Form

File #: 21-0690, **Version:** 1

Item #: EA2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

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 \$2,728,187.74 (two million, seven hundred twenty-eight thousand, one hundred eighty-seven dollars and seventy-four 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
April 6, 2021

	Vendor Summary	Totals	Brief Description
1	AFLAC	21,813.97	Payroll
2	AKMON INVESTMENT	485.35	Land Redemption
3	ALABAMA CHILD SUPPORT PAYMENT CENTER	3,224.28	Payroll
4	ALABAMA DEPT OF REVENUE	443.10	Payroll
5	ALABAMA INCOME TAX DIVISION	42,761.30	Payroll
6	ALABAMA POWER CO	54,716.37	Utilities
7	ANDERSON, FAVIUN M	756.66	Land Redemption
8	ARTHUR E HART	815.00	Refund; Solid Waste
9	ASA B HOLLOWELL	4,857.46	Land Redemption
10	AT&T	5,866.22	Telephone
11	BALDWIN CNTY COMMISSION - BOOTS	290.00	Payroll
12	BALDWIN CNTY COMMISSION - DENTAL 790	15,721.50	Payroll
13	BALDWIN CNTY COMMISSION - HEALTH	89,819.10	Payroll
14	BALDWIN CNTY SHERIFF'S OFFICE	823,286.83	Payroll
15	BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
16	BALDWIN EMC	12,880.00	Utilities
17	BENJAMIN ELMORE	2,723.58	Land Redemption
18	BLUE CROSS & BLUE SHIELD OF AL	469,541.82	Payroll
19	BRIAN JOSEPH PENN	127.95	Land Redemption
20	CANOPY INVESTMENT COMPANY LLC	4,648.68	Land Redemption
21	CENTURYLINK	873.01	Telephone
22	CITY OF FAIRHOPE-UTILITIES	9,907.00	Utilities
23	CITY OF FOLEY	57.72	Utilities
24	CITY OF ROBERTSDALE	27,651.00	Utilities
25	COMMUNITY BANK	37,883.83	1st Qtr LOC INT; 2020C
26	CONVERGE ONE INC	87,643.22	Software/hardware; Disaster
27	COOK, ROBERT M	145.42	Land Redemption
28	CORRECTIONAL PEACE OFFICERS FOUNDATION	15.00	Payroll
29	DANIEL O'BRIEN	826.60	Payroll
30	DEPARTMENT OF CHILDREN AND FAMILY SVC	539.98	Payroll
31	FLEXIBLE BENEFITS	10,056.14	Payroll
32	FNA 2019-1, LLC	3,141.88	Land Redemption
33	FRONTIER COMMUNICATIONS OF THE SOUTH INC	91.72	Telephone
34	GSP MARKETING INC	157,452.00	Side Loader; Solid Waste
35	GUARDIAN TAX AL LLC	5,467.98	Land Redemption
36	HANCOCK BANK	5,409.70	Credit Card Svc; Feb 2021
37	HANSEL PRESCOTT	870.40	Land Redemption
38	HARBOR COMMUNICATIONS LLC	368.76	Telephone
39	IRS-TAX PAYMENT	249,993.03	Payroll
40	JEAN MARC PRESCOTT OR TYLER PRESCOTT	2,308.67	Land Redemption
41	JERE AUSTILL III	1,806.65	Land Redemption
42	JODY L WISE CIRCUIT CLERK	50.00	Payroll
43	JUDICIAL RETIREMENT FUND	918.75	Payroll
44	KIRK HANSEN	9.38	Cobra Refund
45	LARRY V & CAROLYN COLE	96.00	Refund; Solid Waste
46	LENZY WILLIAMS	24.39	Cobra Refund
47	LIBERTY NATIONAL LIFE	9,738.66	Payroll
48	MCADAMS PROPERTIES	487.69	Land Redemption
49	MCMURRY, BRYCE E JR	2,987.36	Land Redemption
50	MERCURY FUNDING, LLC	1,246.26	Land Redemption
51	METROPOLITAN LIFE INS CO (COBRA)	135.60	Payroll
52	METROPOLITAN LIFE INSURANCE CO	26,398.45	Payroll
53	NATIONAL AUTO FLEET	91,704.00	Vehicles

54	NATIONWIDE RETIREMENT SOLUTIONS	11,416.00	Payroll
55	NORDEN REALTY LLC	224.63	Land Redemption
56	NORTH BALDWIN HOSPITAL WELLNESS CENTER	184.00	Payroll
57	NORTH BALDWIN UTILITIES	31,669.04	Utilities
58	NUVIEW IRA FBO DOUGLAS GALE	3,823.79	Land Redemption
59	PEIRAF DEFERRED COMP	1,610.00	Payroll
60	PETTY CASH - KELLY CHILDRESS	36.00	Petty Cash; COA
61	PRESCOTT, GLENDA TYLER	392.38	Land Redemption
62	RELIABLE PROPERTIES LLC	2,021.64	Land Redemption
63	RETIREMENT SYSTEMS OF AL	154,706.07	Payroll
64	RICH, DENNIS E	3,804.50	Land Redemption
65	RINES, RODNEY	175.27	Land Redemption
66	RIVIERA UTILITIES	11,639.33	Utilities
67	ROD & DELYNN MONTROSE	382.00	Refund; Solid Waste
68	SOUTHERN LINC WIRELESS	1,721.40	Telephone
69	SPEAKSPACE LLC	199.77	Telephone
70	STIVERS FORD LINCOLN MERCURY INC	157,320.00	Vehicles
71	TEDDY FAUST	779.67	Excess Bid
72	TYLER MONTANA JUL PRESCOTT	142.34	Land Redemption
73	UNITED WAY OF BALDWIN COUNTY	303.00	Payroll
74	UNITI FIBER	7,909.37	Telephone
75	VERIZON WIRELESS	45,038.83	Telephone
76	WILLIAM T BROOKS	96.00	Refund; Solid Waste
Grand Total		2,728,187.74	

03/10/2021 13:27
CDavis

Baldwin County, AL
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

CASH ACCOUNT: 999 10010 Treasury Pooled Cash
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO CHECK RUN NET

9205701	03/08/2021	WIRE	10365	ALABAMA INCOME TAX DIVISION	03/08/2021		16,276.94
				ALABAMA INCOME TAX DIVISION	03/08/2021		50.06
				ALABAMA INCOME TAX DIVISION	03/08/2021		158.56
				ALABAMA INCOME TAX DIVISION	03/08/2021		1,092.25
				ALABAMA INCOME TAX DIVISION	03/08/2021		224.25
				ALABAMA INCOME TAX DIVISION	03/08/2021		534.73
				ALABAMA INCOME TAX DIVISION	03/08/2021		9,520.47
				ALABAMA INCOME TAX DIVISION	03/08/2021		2,900.75
				ALABAMA INCOME TAX DIVISION	03/08/2021		492.99
				ALABAMA INCOME TAX DIVISION	03/08/2021		1,673.22
				ALABAMA INCOME TAX DIVISION	03/08/2021		954.94
				ALABAMA INCOME TAX DIVISION	03/08/2021		133.15
				ALABAMA INCOME TAX DIVISION	03/08/2021		3,329.06
				ALABAMA INCOME TAX DIVISION	03/08/2021		3,926.63
				ALABAMA INCOME TAX DIVISION	03/08/2021		36.18
				ALABAMA INCOME TAX DIVISION	03/08/2021		1,457.12

CHECK 9205701 TOTAL: 42,761.30

NUMBER OF CHECKS 1

*** CASH ACCOUNT TOTAL *** 42,761.30

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	42,761.30

*** GRAND TOTAL *** 42,761.30

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham		BATCH: 243		NEW INVOICES			
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED UNPAID INVOICES TO BE POSTED							
191106	00001 CONVERGE ONE INC	3283		I031021B	87,643.22	.00	.00
		IE9067469M-1/9068563					
CASH 999	2021/06	INV 02/25/2021	SEP-CHK: N	DISC: .00		10051000 52110	87,643.22 1099:
ACCT 10010	DEPT 555	DUE 03/10/2021	DESC:PO 192788				
1 APPROVED UNPAID INVOICES				TOTAL	87,643.22		
1 INVOICE(S)				REPORT POST TOTAL	87,643.22		

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**Preliminary Check Run Summary**CHECK RUN: I031021A 03/10/2021
DUE DATE: 03/10/2021

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET
111	11153112	HWY Area 200 Facility 111.53112.55500.30.000.00000.00.0000.	Capital Outlay Motor 91,704.00	502,891.03
FUND TOTAL			91,704.00	
511	511	Solid Waste Collectio 511.00000.17500.00.000.00000.00.0000.	Construction Equipmen 157,452.00	
FUND TOTAL			157,452.00	
WARRANT SUMMARY TOTAL			249,156.00	
GRAND TOTAL			249,156.00	

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999			10010		Treasury Pooled Cash						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
10346	AFLAC		0000		INV	02/28/2021	535277			3079	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100	21705	General	AFLACAP		54.00				
								54.00			
10346	AFLAC		0000		CRM	03/10/2021	2282021			3183	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10051962	51220	Personnel	HlthIns		-2.14				
	2	10051962	51220	Personnel	HlthIns		-1.71				
								-3.85			
10346	AFLAC		0000		INV	02/28/2021	535497			3204	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100	21705	General	AFLACAP		3,107.17				
								3,107.17			
10346	AFLAC		0000		INV	02/28/2021	535498			3205	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	105	21705	Juve Fac	AFLACAP		529.48				
								529.48			
10346	AFLAC		0000		INV	02/28/2021	535499			3206	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	109	21705	Anim Shltr	AFLACAP		144.11				
								144.11			
10346	AFLAC		0000		INV	02/28/2021	535500			3207	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	111	21705	7 Cent Gas	AFLACAP		2,905.74				
								2,905.74			
10346	AFLAC		0000		INV	02/28/2021	535501			3208	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	120	21705	Reappr	AFLACAP		330.35				
								330.35			
10346	AFLAC		0000		INV	02/28/2021	535502			3209	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	140	21705	Counc Age	AFLACAP		64.36				
								64.36			
10346	AFLAC		0000		INV	02/28/2021	535504			3210	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	143	21705	Sec 18	AFLACAP		180.61				
								180.61			

Report generated: 03/11/2021 08:34:16
User: Amanda Cunningham (Amanda.
Cunningham)
Program ID:

apwarnt

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
10346	AFLAC		0000		INV	02/28/2021	535505		3211		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	144	21705	Parks	AFLACAP		590.04				
10346	AFLAC		0000		INV	02/28/2021	535506	590.04	3212		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	146	21705	ESMPO	AFLACAP		59.74				
10346	AFLAC		0000		INV	02/28/2021	535507	59.74	3213		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	510	21705	Solid Wst	AFLACAP		1,066.07				
10346	AFLAC		0000		INV	02/28/2021	535508	1,066.07	3214		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	511	21705	SW Collect	AFLACAP		1,840.19				
10346	AFLAC		0000		INV	02/05/2021	535163	1,840.19	598		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100	21705	General	AFLACAP		3,107.17				
10346	AFLAC		0000		INV	02/05/2021	535174	3,107.17	599		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	105	21705	Juve Fac	AFLACAP		529.48				
10346	AFLAC		0000		INV	02/05/2021	535185	529.48	600		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	109	21705	Anim Shltr	AFLACAP		144.11				
10346	AFLAC		0000		INV	02/05/2021	535189	144.11	601		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	111	21705	7 Cent Gas	AFLACAP		2,905.74				
10346	AFLAC		0000		INV	02/05/2021	535190	2,905.74	602		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	120	21705	Reappr	AFLACAP		330.35				
								330.35			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
10346	AFLAC		0000		INV	02/05/2021	535191		603		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	140	21705	Counc Age	AFLACAP		64.36				
10346	AFLAC		0000		INV	02/05/2021	535193	64.36	604		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	143	21705	Sec 18	AFLACAP		180.61				
10346	AFLAC		0000		INV	02/05/2021	535194	180.61	605		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	144	21705	Parks	AFLACAP		590.04				
10346	AFLAC		0000		INV	02/05/2021	535195	590.04	606		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	146	21705	ESMPO	AFLACAP		59.74				
10346	AFLAC		0000		INV	02/05/2021	535196	59.74	607		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	510	21705	Solid Wst	AFLACAP		1,066.07				
10346	AFLAC		0000		INV	02/05/2021	535197	1,066.07	608		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	511	21705	SW Collect	AFLACAP		1,840.19				
	CHECK TOTAL							1,840.19			
								21,685.87			
170616	AFLAC		0000		INV	02/28/2021	535410		3240		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100	21720	General	ConAmlnsAP		56.27				
170616	AFLAC		0000		INV	02/28/2021	535412	56.27	3241		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	111	21720	7 Cent Gas	ConAmlnsAP		7.78				
170616	AFLAC		0000		INV	02/05/2021	535072	7.78	660		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100	21720	General	ConAmlnsAP		56.27				
								56.27			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
170616	AFLAC		0000		INV	02/05/2021	535073		661		
		ACCOUNT DETAIL						LINE AMOUNT			
		1 111	21720	7 Cent Gas	ConAmInsAP			7.78			
								CHECK TOTAL	7.78		
									128.10		

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
180373	BALDWIN CNTY COMMISS	0000		INV	02/28/2021	1312021		3280		
ACCOUNT DETAIL						LINE	AMOUNT			
1	109	13410	Anim Shltr	AREmpl			405.00			
2	510	13410	Solid Wst	AREmpl			-68.00			
3	111	13410	7 Cent Gas	AREmpl			23.00			
4	510	13410	Solid Wst	AREmpl			-28.75			
5	100	13410	General	AREmpl			23.00			
6	790	47860	Self Insur	BCCEEDent			23.00			
7	790	47860	Self Insur	BCCEEDent			23.00			
8	790	47860	Self Insur	BCCEEDent			23.00			
9	790	47860	Self Insur	BCCEEDent			23.00			
10	790	47860	Self Insur	BCCEEDent			23.00			
11	790	47860	Self Insur	BCCEEDent			23.00			
12	790	47860	Self Insur	BCCEEDent			23.00			
13	790	47860	Self Insur	BCCEEDent			23.00			
14	790	47860	Self Insur	BCCEEDent			23.00			
15	790	47860	Self Insur	BCCEEDent			23.00			
16	790	47860	Self Insur	BCCEEDent			23.00			
17	790	47860	Self Insur	BCCEEDent			23.00			
18	790	47860	Self Insur	BCCEEDent			23.00			
19	790	47860	Self Insur	BCCEEDent			23.00			
20	790	47860	Self Insur	BCCEEDent			23.00			
21	790	47860	Self Insur	BCCEEDent			23.00			
22	790	47860	Self Insur	BCCEEDent			23.00			
23	790	47860	Self Insur	BCCEEDent			23.00			
24	790	47860	Self Insur	BCCEEDent			68.00			
25	790	47860	Self Insur	BCCEEDent			68.00			
26	790	47860	Self Insur	BCCEEDent			68.00			
27	790	47860	Self Insur	BCCEEDent			68.00			
28	790	47860	Self Insur	BCCEEDent			68.00			
29	790	47860	Self Insur	BCCEEDent			68.00			
30	790	47860	Self Insur	BCCEEDent			68.00			
31	790	47860	Self Insur	BCCEEDent			68.00			
32	790	47860	Self Insur	BCCEEDent			68.00			
33	790	47860	Self Insur	BCCEEDent			68.00			
							1,448.25			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
180373 BALDWIN CNTY COMMISS			0000		INV	02/28/2021	2282021		3281		
ACCOUNT DETAIL						LINE AMOUNT					
1	100	13410	General	AREmpl							11.50
2	111	13410	7 Cent Gas	AREmpl							-11.50
3	510	13410	Solid Wst	AREmpl							23.00
4	100	13410	General	AREmpl							-68.00
5	790	47860	Self Insur	BCCEEDent							23.00
6	790	47860	Self Insur	BCCEEDent							23.00
7	790	47860	Self Insur	BCCEEDent							23.00
8	790	47860	Self Insur	BCCEEDent							23.00
9	790	47860	Self Insur	BCCEEDent							23.00
10	790	47860	Self Insur	BCCEEDent							23.00
11	790	47860	Self Insur	BCCEEDent							23.00
12	790	47860	Self Insur	BCCEEDent							23.00
13	790	47860	Self Insur	BCCEEDent							23.00
14	790	47860	Self Insur	BCCEEDent							23.00
15	790	47860	Self Insur	BCCEEDent							23.00
16	790	47860	Self Insur	BCCEEDent							23.00
17	790	47860	Self Insur	BCCEEDent							23.00
18	790	47860	Self Insur	BCCEEDent							23.00
19	790	47860	Self Insur	BCCEEDent							23.00
20	790	47860	Self Insur	BCCEEDent							23.00
21	790	47860	Self Insur	BCCEEDent							23.00
22	790	47860	Self Insur	BCCEEDent							23.00
23	790	47860	Self Insur	BCCEEDent							68.00
24	790	47860	Self Insur	BCCEEDent							68.00
25	790	47860	Self Insur	BCCEEDent							68.00
26	790	47860	Self Insur	BCCEEDent							68.00
27	790	47860	Self Insur	BCCEEDent							68.00
28	790	47860	Self Insur	BCCEEDent							68.00
29	790	47860	Self Insur	BCCEEDent							68.00
30	790	47860	Self Insur	BCCEEDent							68.00
31	790	47860	Self Insur	BCCEEDent							68.00
32	790	47860	Self Insur	BCCEEDent							68.00
CHECK TOTAL								1,049.00			
								2,497.25			
186456 BALDWIN CNTY COMMISS			0000		INV	02/28/2021	2282021		3279		

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR	ACCOUNT DETAIL		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							LINE AMOUNT				
	1	11153113 51220		HWY A300	HiIthIns			-26.00			
	2	51154800 51220		Gbage Coll	HiIthIns			82.00			
	3	10052730 51220		Planning	HiIthIns						
	4	10051996 51220		CustodBU	HiIthIns			-1,099.00			
	5	11153111 51220		HWY A100	HiIthIns			41.00			
	6	100 13410		General	AREmpl			2,862.00			
	7	10051962 51220		Personnel	HiIthIns			-1,150.00			
	8	11153112 51220		HWY A200	HiIthIns			575.00			
	9	790 47858		Self Insur	BCCEEHlth			545.00			
	10	10051125 51220		Admin	HiIthIns			30.00			
	11	10051965 51220		CIS Depar	HiIthIns			575.00			
	12	12051810 51220		Reappraisa	HiIthIns			575.00			
	13	790 47858		Self Insur	BCCEEHlth			575.00			
	14	11153112 51220		HWY A200	HiIthIns			856.00			
	15	14351935 51220		Transp18	HiIthIns			575.00			
	16	11153113 51220		HWY A300	HiIthIns			575.00			
	17	790 47858		Self Insur	BCCEEHlth			475.00			
	18	10051995 51220		Bldg Maint	HiIthIns			100.00			
	19	790 47858		Self Insur	BCCEEHlth			475.00			
	20	12051810 51220		Reappraisa	HiIthIns			100.00			
	21	790 47858		Self Insur	BCCEEHlth			475.00			
	22	10051965 51220		CIS Depar	HiIthIns			100.00			
	23	790 47858		Self Insur	BCCEEHlth			475.00			
	24	12051810 51220		Reappraisa	HiIthIns			956.00			
	25	790 47858		Self Insur	BCCEEHlth			475.00			
	26	12051810 51220		Reappraisa	HiIthIns			100.00			
	27	790 47858		Self Insur	BCCEEHlth			475.00			
	28	11153113 51220		HWY A300	HiIthIns			100.00			
	29	790 47858		Self Insur	BCCEEHlth			475.00			
	30	10051300 51220		Probate	HiIthIns			100.00			
	31	790 47858		Self Insur	BCCEEHlth			475.00			
	32	11153120 51220		HWY Constr	HiIthIns			100.00			
	33	790 47858		Self Insur	BCCEEHlth			475.00			
	34	10051300 51220		Probate	HiIthIns			100.00			
	35	790 47858		Self Insur	BCCEEHlth			445.00			
	36	10052730 51220		Planning	HiIthIns			130.00			
	37	790 47858		Self Insur	BCCEEHlth			475.00			
	38	51154800 51220		Gbage Coll	HiIthIns			100.00			
								475.00			

Report generated:

03/11/2021 08:34:16

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User: Amanda Cunningham (Amanda.
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Program ID:

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999			10010	Treasury Pooled Cash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39	790	47858		Self Insur	BCCEEHlth							
40	11153100	51220		HWY Admin	HlthIns		956.00					
41	790	47858		Self Insur	BCCEEHlth		475.00					
42	11153130	51220		HWY Maint	HlthIns		100.00					
43	790	47858		Self Insur	BCCEEHlth		445.00					
44	10051125	51220		Admin	HlthIns		130.00					
45	790	47858		Self Insur	BCCEEHlth		445.00					
46	11153111	51220		HWY A100	HlthIns		130.00					
47	790	47858		Self Insur	BCCEEHlth		475.00					
48	14457200	51220		Parks Dept	HlthIns		100.00					
49	790	47858		Self Insur	BCCEEHlth		475.00					
50	10051300	51220		Probate	HlthIns		100.00					
51	790	47858		Self Insur	BCCEEHlth		475.00					
52	10552610	51220		JD Fac	HlthIns		100.00					
53	790	47858		Self Insur	BCCEEHlth		475.00					
54	10051962	51220		Personnel	HlthIns		100.00					
55	790	47858		Self Insur	BCCEEHlth		475.00					
56	11153130	51220		HWY Maint	HlthIns		100.00					
57	790	47858		Self Insur	BCCEEHlth		445.00					
58	10051962	51220		Personnel	HlthIns		130.00					
59	790	47858		Self Insur	BCCEEHlth		475.00					
60	11153111	51220		HWY A100	HlthIns		100.00					
61	790	47858		Self Insur	BCCEEHlth		475.00					
62	11153111	51220		HWY A100	HlthIns		100.00					
63	790	47858		Self Insur	BCCEEHlth		445.00					
64	10051965	51220		CIS Depar	HlthIns		130.00					
65	790	47858		Self Insur	BCCEEHlth		445.00					
66	14351935	51220		Transp18	HlthIns		130.00					
67	790	47858		Self Insur	BCCEEHlth		475.00					
68	11153112	51220		HWY A200	HlthIns		956.00					
69	790	47858		Self Insur	BCCEEHlth		445.00					
70	14351935	51220		Transp18	HlthIns		130.00					
71	790	47858		Self Insur	BCCEEHlth		475.00					
72	10052710	51220		Bldg Insp	HlthIns		100.00					
73	790	47858		Self Insur	BCCEEHlth		475.00					
74	12051810	51220		Reappraisa	HlthIns		100.00					
75	790	47858		Self Insur	BCCEEHlth		475.00					
76	11153111	51220		HWY A100	HlthIns		100.00					
77	790	47858		Self Insur	BCCEEHlth		475.00					
							100.00					

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User: Amanda Cunningham (Amanda.
Program ID: Cunningham)

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
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CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							CHECK TOTAL	25,984.00			
								25,984.00			
64266	CORRECTIONAL PEACE OF	0000			INV	02/28/2021	535386				
	ACCOUNT DETAIL										
	1 105 21706	Juve Fac	CPOFAP				LINE AMOUNT			3235	
							2.50				
64266	CORRECTIONAL PEACE OF	0000			INV	02/28/2021	535387	2.50			
	ACCOUNT DETAIL									3236	
	1 510 21706	Solid Wst	CPOFAP				LINE AMOUNT				
							5.00				
64266	CORRECTIONAL PEACE OF	0000			INV	02/05/2021	535049	5.00			
	ACCOUNT DETAIL									639	
	1 105 21706	Juve Fac	CPOFAP				LINE AMOUNT				
							2.50				
64266	CORRECTIONAL PEACE OF	0000			INV	02/05/2021	535050	2.50			
	ACCOUNT DETAIL									640	
	1 510 21706	Solid Wst	CPOFAP				LINE AMOUNT				
							5.00				
							CHECK TOTAL	5.00			
								15.00			
39441	LIBERTY NATIONAL LIFE	0000			INV	02/28/2021	535280				
	ACCOUNT DETAIL									3080	
	1 100 21700	General	LibNatInAP				LINE AMOUNT				
							55.66				
39441	LIBERTY NATIONAL LIFE	0000			CRM	03/10/2021	2282021	55.66			
	ACCOUNT DETAIL									3184	
	1 143 13410	Sec 18	AREmpl				LINE AMOUNT				
	2 10051962 51230	Personnel	Life Ins				-16.00				
	3 143 13410	Sec 18	AREmpl				-0.95				
	4 10051962 51230	Personnel	Life Ins				-16.00				
							-1.03				
39441	LIBERTY NATIONAL LIFE	0000			INV	02/28/2021	535526	-33.98			
	ACCOUNT DETAIL									3215	
	1 100 21700	General	LibNatInAP				LINE AMOUNT				
							1,294.83				
								1,294.83			

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Detail Invoice List

CHECK RUN: P022821B 03/11/2021
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CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR	LIBERTY NATIONAL LIFE	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39441	LIBERTY NATIONAL LIFE	0000		INV	02/28/2021	535527		3216		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 105 21700		Juve Fac	LibNatInAP		194.50				
39441	LIBERTY NATIONAL LIFE	0000		INV	02/28/2021	535528	194.50	3217		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 109 21700		Anim Shltr	LibNatInAP		115.35				
39441	LIBERTY NATIONAL LIFE	0000		INV	02/28/2021	535529	115.35	3218		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 21700		7 Cent Gas	LibNatInAP		1,581.43				
39441	LIBERTY NATIONAL LIFE	0000		INV	02/28/2021	535530	1,581.43	3219		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 120 21700		Reappr	LibNatInAP		425.11				
39441	LIBERTY NATIONAL LIFE	0000		INV	02/28/2021	535531	425.11	3220		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 140 21700		Counc Age	LibNatInAP		27.25				
39441	LIBERTY NATIONAL LIFE	0000		INV	02/28/2021	535532	27.25	3221		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 143 21700		Sec 18	LibNatInAP		321.24				
39441	LIBERTY NATIONAL LIFE	0000		INV	02/28/2021	535533	321.24	3222		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 144 21700		Parks	LibNatInAP		187.22				
39441	LIBERTY NATIONAL LIFE	0000		INV	02/28/2021	535534	187.22	3223		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21700		Solid Wst	LibNatInAP		325.84				
39441	LIBERTY NATIONAL LIFE	0000		INV	02/28/2021	535535	325.84	3224		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21700		SW Collect	LibNatInAP		385.72				
							385.72			

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PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
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CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR	LIBERTY NATIONAL LIFE	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39441	ACCOUNT DETAIL	0000		INV	02/05/2021	535215		609		
	1 100 21700		General	LibNatInAP		LINE AMOUNT				
						1,294.83	1,294.83			
39441	ACCOUNT DETAIL	0000		INV	02/05/2021	535216		610		
	1 105 21700		Juve Fac	LibNatInAP		LINE AMOUNT				
						194.50	194.50			
39441	ACCOUNT DETAIL	0000		INV	02/05/2021	535217		611		
	1 109 21700		Anim Shltr	LibNatInAP		LINE AMOUNT				
						143.79	143.79			
39441	ACCOUNT DETAIL	0000		INV	02/05/2021	535218		612		
	1 111 21700		7 Cent Gas	LibNatInAP		LINE AMOUNT				
						1,581.43	1,581.43			
39441	ACCOUNT DETAIL	0000		INV	02/05/2021	535219		613		
	1 120 21700		Reappr	LibNatInAP		LINE AMOUNT				
						396.67	396.67			
39441	ACCOUNT DETAIL	0000		INV	02/05/2021	535220		614		
	1 140 21700		Counc Age	LibNatInAP		LINE AMOUNT				
						27.25	27.25			
39441	ACCOUNT DETAIL	0000		INV	02/05/2021	535221		615		
	1 143 21700		Sec 18	LibNatInAP		LINE AMOUNT				
						321.24	321.24			
39441	ACCOUNT DETAIL	0000		INV	02/05/2021	535222		616		
	1 144 21700		Parks	LibNatInAP		LINE AMOUNT				
						187.22	187.22			
39441	ACCOUNT DETAIL	0000		INV	02/05/2021	535223		617		
	1 510 21700		Solid Wst	LibNatInAP		LINE AMOUNT				
						325.84	325.84			

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PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

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CASH ACCOUNT: 999		10010	Treasury Pooled Cash										
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
39441	LIBERTY NATIONAL LIFE		0000		INV	02/05/2021	535224		618				
	ACCOUNT DETAIL												
	1 511	21700		SW Collect	LibNatInAP			385.72					
								385.72					
								9,738.66					
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535274		3076				
	ACCOUNT DETAIL												
	1 100	21702		General	ERLife			22.62					
								22.62					
191391	METROPOLITAN LIFE INS		0000		CRM	03/10/2021	2282021		3188				
	ACCOUNT DETAIL												
	1 10552610 51230			JD Fac	Life Ins			4.71					
	2 11153600 51230			HWY PreCon	Life Ins			-1.65					
	3 14457200 51230			Parks Dept	Life Ins			-4.71					
								-1.65					
191391	METROPOLITAN LIFE INS		0000		CRM	02/28/2021	535457		3242				
	ACCOUNT DETAIL												
	1 100	21702		General	ERLife			-4.71					
								-4.71					
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535120		702				
	ACCOUNT DETAIL												
	1 100	21702		General	ERLife			1,053.16					
								1,053.16					
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535121		703				
	ACCOUNT DETAIL												
	1 103	21702		Cnty Trans	ERLife			4.71					
								4.71					
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535122		704				
	ACCOUNT DETAIL												
	1 104	21702		Legis Del	ERLife			14.13					
								14.13					
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535123		705				
	ACCOUNT DETAIL												
	1 105	21702		Juve Fac	ERLife			75.36					
								75.36					

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PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

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CASH ACCOUNT: 999		10010	Treasury Pooled Cash									
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535124		706			
	ACCOUNT DETAIL											
	1 106	21702		BC Arch	ERLife			18.84				
								18.84				
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535125		707			
	ACCOUNT DETAIL											
	1 109	21702		Anim Shltr	ERLife			61.23				
								61.23				
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535126		708			
	ACCOUNT DETAIL											
	1 111	21702		7 Cent Gas	ERLife			713.56				
								713.56				
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535127		709			
	ACCOUNT DETAIL											
	1 120	21702		Reappr	ERLife			199.47				
								199.47				
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535128		710			
	ACCOUNT DETAIL											
	1 140	21702		Counc Age	ERLife			36.03				
								36.03				
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535129		711			
	ACCOUNT DETAIL											
	1 143	21702		Sec 18	ERLife			124.12				
								124.12				
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535131		712			
	ACCOUNT DETAIL											
	1 144	21702		Parks	ERLife			84.78				
								84.78				
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535132		713			
	ACCOUNT DETAIL											
	1 146	21702		ESMPO	ERLife			9.42				
								9.42				
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535133		714			
	ACCOUNT DETAIL											
	1 510	21702		Solid Wst	ERLife			185.10				
								185.10				

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PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT



Detail Invoice List

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CASH ACCOUNT: 999		10010	Treasury Pooled Cash										
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
191391	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535134		715				
	ACCOUNT DETAIL												
	1 511	21702		SW Collect	ERLife			LINE AMOUNT					
								292.02					
								CHECK TOTAL	292.02				
								2,888.19					
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535275		3077				
	ACCOUNT DETAIL												
	1 100	21701		General	EELife			LINE AMOUNT					
								55.20					
191521	METROPOLITAN LIFE INS		0000		INV	03/10/2021	2282021	55.20	3185				
	ACCOUNT DETAIL												
	1 105	13410		Juve Fac	AREmpl			LINE AMOUNT					
	2 111	13410		7 Cent Gas	AREmpl			25.40					
	3 100	13410		General	AREmpl			-0.60					
	4 100	13410		General	AREmpl			-5.52					
	5 10051962	51230		Personnel	Life Ins			-1.24					
	6 105	13410		Juve Fac	AREmpl			-0.72					
	7 511	13410		SW Collect	AREmpl			1.20					
	8 105	13410		Juve Fac	AREmpl			3.60					
	9 511	13410		SW Collect	AREmpl			50.80					
	10 111	13410		7 Cent Gas	AREmpl			41.58					
	11 111	13410		7 Cent Gas	AREmpl			-1.20					
	12 100	13410		General	AREmpl			2.40					
	13 100	13410		General	AREmpl			126.48					
	14 120	13410		Reappr	AREmpl			5.94					
	15 100	13410		General	AREmpl			8.66					
	16 109	13410		Anim Shltr	AREmpl			4.92					
	17 140	13410		Counc Age	AREmpl			11.88					
	18 100	13410		General	AREmpl			4.92					
	19 510	13410		Solid Wst	AREmpl			2.40					
	20 100	13410		General	AREmpl			2.40					
								2.40					
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535458	285.70	3243				
	ACCOUNT DETAIL												
	1 100	21701		General	EELife			LINE AMOUNT					
								2,493.66					
								2,493.66					

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User: Amanda Cunningham (Amanda.
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PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
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CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535459		3244		
	ACCOUNT DETAIL										
	1 105	21701		Juve Fac	EELife		LINE AMOUNT				
							207.60				
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535460	207.60	3245		
	ACCOUNT DETAIL										
	1 106	21701		BC Arch	EELife		LINE AMOUNT				
							34.38				
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535461	34.38	3246		
	ACCOUNT DETAIL										
	1 109	21701		Anim Shltr	EELife		LINE AMOUNT				
							38.29				
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535462	38.29	3247		
	ACCOUNT DETAIL										
	1 111	21701		7 Cent Gas	EELife		LINE AMOUNT				
							897.04				
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535463	897.04	3248		
	ACCOUNT DETAIL										
	1 120	21701		Reappr	EELife		LINE AMOUNT				
							481.41				
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535464	481.41	3249		
	ACCOUNT DETAIL										
	1 140	21701		Counc Age	EELife		LINE AMOUNT				
							88.65				
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535465	88.65	3250		
	ACCOUNT DETAIL										
	1 143	21701		Sec 18	EELife		LINE AMOUNT				
							360.12				
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535466	360.12	3251		
	ACCOUNT DETAIL										
	1 144	21701		Parks	EELife		LINE AMOUNT				
							129.18				
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535468	129.18	3252		
	ACCOUNT DETAIL										
	1 146	21701		ESMPO	EELife		LINE AMOUNT				
							5.95				
								5.95			

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PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

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DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
191521	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535469		3253			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 510	21701	Solid Wst	EELife		342.54					
191521	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535470	342.54	3254			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 511	21701	SW Collect	EELife		363.56					
191521	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535135	363.56	716			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 100	21701	General	EELife		2,502.66					
191521	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535136	2,502.66	717			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 105	21701	Juve Fac	EELife		207.60					
191521	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535137	207.60	718			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 106	21701	BC Arch	EELife		34.38					
191521	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535138	34.38	719			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 109	21701	Anim Shltr	EELife		43.29					
191521	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535139	43.29	720			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 111	21701	7 Cent Gas	EELife		897.04					
191521	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535140	897.04	721			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 120	21701	Reappr	EELife		476.41					
191521	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535142	476.41	722			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 140	21701	Counc Age	EELife		88.65					
							88.65				

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PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191521	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535143		723		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 143 21701		Sec 18	EELife		360.12				
191521	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535144	360.12	724		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 144 21701		Parks	EELife		129.18				
191521	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535145	129.18	725		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 146 21701		ESMPO	EELife		5.95				
191521	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535146	5.95	726		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21701		Solid Wst	EELife		342.54				
191521	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535147	342.54	727		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21701		SW Collect	EELife		363.56				
						CHECK TOTAL	363.56			
							11,234.66			
191522	METROPOLITAN LIFE INS	0000		INV	03/10/2021	2282021		3186		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10051962 54990		Personnel	MiscExp		10.75				
	2 511 13410		SW Collect	AREmpl		11.42				
	3 111 13410		7 Cent Gas	AREmpl		14.17				
	4 111 13410		7 Cent Gas	AREmpl		11.42				
	5 111 13410		7 Cent Gas	AREmpl		9.89				
	6 111 13410		7 Cent Gas	AREmpl		-8.28				
	7 105 13410		Juve Fac	AREmpl		12.99				
	8 111 13410		7 Cent Gas	AREmpl		-10.74				
	9 10051962 54990		Personnel	MiscExp		-1.30				
191522	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535471	50.32	3255		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 21704		General	EESTD		681.59				
							681.59			

Report generated: 03/11/2021 08:34:16
User: Amanda Cunningham (Amanda.
Cunningham)
Program ID:

apwarnt

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
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CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
191522	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535472					
	ACCOUNT DETAIL							3256			
	1 104 21704		Legis Del	EESTD		LINE AMOUNT					
						7.30					
191522	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535473	7.30				
	ACCOUNT DETAIL							3257			
	1 105 21704		Juve Fac	EESTD		LINE AMOUNT					
						41.04					
191522	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535474	41.04				
	ACCOUNT DETAIL							3258			
	1 109 21704		Anim Shltr	EESTD		LINE AMOUNT					
						24.40					
191522	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535475	24.40				
	ACCOUNT DETAIL							3259			
	1 111 21704		7 Cent Gas	EESTD		LINE AMOUNT					
						511.28					
191522	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535476	511.28				
	ACCOUNT DETAIL							3260			
	1 120 21704		Reappr	EESTD		LINE AMOUNT					
						202.57					
191522	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535477	202.57				
	ACCOUNT DETAIL							3261			
	1 140 21704		Counc Age	EESTD		LINE AMOUNT					
						65.66					
191522	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535479	65.66				
	ACCOUNT DETAIL							3262			
	1 143 21704		Sec 18	EESTD		LINE AMOUNT					
						118.68					
191522	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535480	118.68				
	ACCOUNT DETAIL							3263			
	1 144 21704		Parks	EESTD		LINE AMOUNT					
						43.15					
191522	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535481	43.15				
	ACCOUNT DETAIL							3264			
	1 146 21704		ESMPO	EESTD		LINE AMOUNT					
						5.80					
							5.80				

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CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
191522	METROPOLITAN LIFE INS	0000	INV	02/28/2021	535482		3265				
	ACCOUNT DETAIL										
	1 510 21704	Solid Wst	EESTD		LINE AMOUNT	126.08					
191522	METROPOLITAN LIFE INS	0000	INV	02/28/2021	535483	126.08	3266				
	ACCOUNT DETAIL										
	1 511 21704	SW Collect	EESTD		LINE AMOUNT	116.30					
191522	METROPOLITAN LIFE INS	0000	INV	02/05/2021	535148	116.30	728				
	ACCOUNT DETAIL										
	1 100 21704	General	EESTD		LINE AMOUNT	692.35					
191522	METROPOLITAN LIFE INS	0000	INV	02/05/2021	535149	692.35	729				
	ACCOUNT DETAIL										
	1 104 21704	Legis Del	EESTD		LINE AMOUNT	7.30					
191522	METROPOLITAN LIFE INS	0000	INV	02/05/2021	535150	7.30	730				
	ACCOUNT DETAIL										
	1 105 21704	Juve Fac	EESTD		LINE AMOUNT	41.04					
191522	METROPOLITAN LIFE INS	0000	INV	02/05/2021	535151	41.04	731				
	ACCOUNT DETAIL										
	1 109 21704	Anim Shltr	EESTD		LINE AMOUNT	24.40					
191522	METROPOLITAN LIFE INS	0000	INV	02/05/2021	535153	24.40	732				
	ACCOUNT DETAIL										
	1 111 21704	7 Cent Gas	EESTD		LINE AMOUNT	514.40					
191522	METROPOLITAN LIFE INS	0000	INV	02/05/2021	535154	514.40	733				
	ACCOUNT DETAIL										
	1 120 21704	Reappr	EESTD		LINE AMOUNT	202.57					
191522	METROPOLITAN LIFE INS	0000	INV	02/05/2021	535155	202.57	734				
	ACCOUNT DETAIL										
	1 140 21704	Counc Age	EESTD		LINE AMOUNT	65.66					
						65.66					

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Detail Invoice List

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CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191522	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535156		735		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143	21704		Sec 18	EESTD		118.68				
								118.68			
191522	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535157		736		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144	21704		Parks	EESTD		43.15				
								43.15			
191522	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535158		737		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 146	21704		ESMPO	EESTD		5.80				
								5.80			
191522	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535159		738		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510	21704		Solid Wst	EESTD		126.08				
								126.08			
191522	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535160		739		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	21704		SW Collect	EESTD		116.30				
								116.30			
							CHECK TOTAL	3,951.90			
191523	METROPOLITAN LIFE INS		0000		CRM	03/10/2021	2282021		3187		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10552610 51290			JD Fac	Disabil		5.19				
	2 10051962 51230			Personnel	Life Ins		-1.20				
	3 14457200 51290			Parks Dept	Disabil		-5.19				
								-1.20			
191523	METROPOLITAN LIFE INS		0000		CRM	02/28/2021	535484		3267		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21703		General	ERLTD		-5.14				
								-5.14			
191523	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535161		740		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21703		General	ERLTD		1,873.70				
								1,873.70			

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Detail Invoice List

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CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191523	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535162		741		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 103	21703		Cnty Trans	ERLTD		5.90				
								5.90			
191523	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535164		742		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 104	21703		Legis Del	ERLTD		19.99				
								19.99			
191523	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535165		743		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 105	21703		Juve Fac	ERLTD		118.59				
								118.59			
191523	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535166		744		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 106	21703		BC Arch	ERLTD		28.81				
								28.81			
191523	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535167		745		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 109	21703		Anim Shltr	ERLTD		69.76				
								69.76			
191523	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535168		746		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111	21703		7 Cent Gas	ERLTD		1,087.99				
								1,087.99			
191523	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535169		747		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 120	21703		Reappr	ERLTD		346.25				
								346.25			
191523	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535170		748		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 140	21703		Counc Age	ERLTD		57.89				
								57.89			
191523	METROPOLITAN LIFE INS		0000		INV	02/05/2021	535171		749		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143	21703		Sec 18	ERLTD		186.78				
								186.78			

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CHECK RUN: P022821B 03/11/2021
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CASH ACCOUNT: 999		10010		Treasury Pooled Cash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191523	METROPOLITAN LIFE INS			0000		INV	02/05/2021	535172		750		
	ACCOUNT DETAIL											
	1 144	21703		Parks	ERLTD			LINE AMOUNT				
								114.68				
191523	METROPOLITAN LIFE INS			0000		INV	02/05/2021	535173	114.68			
	ACCOUNT DETAIL									751		
	1 146	21703		ESMPO	ERLTD			LINE AMOUNT				
								16.86				
191523	METROPOLITAN LIFE INS			0000		INV	02/05/2021	535175	16.86			
	ACCOUNT DETAIL									752		
	1 510	21703		Solid Wst	ERLTD			LINE AMOUNT				
								305.57				
191523	METROPOLITAN LIFE INS			0000		INV	02/05/2021	535176	305.57			
	ACCOUNT DETAIL									753		
	1 511	21703		SW Collect	ERLTD			LINE AMOUNT				
								405.68				
								CHECK TOTAL	405.68			
									4,632.11			
191524	METROPOLITAN LIFE INS			0000		INV	02/28/2021	535276				
	ACCOUNT DETAIL									3078		
	1 100	21707		General	VisionAP			LINE AMOUNT				
								50.57				
									50.57			

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Detail Invoice List

CHECK RUN: P022821B 03/11/2021
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CASH ACCOUNT: 999		10010	Treasury Pooled Cash						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191524	METROPOLITAN LIFE INS	0000	CRM	03/10/2021	2282021		3189		
ACCOUNT DETAIL						LINE AMOUNT			
1	111	13410	7 Cent Gas	AREmpl		-4.61			
2	510	13410	Solid Wst	AREmpl		9.19			
3	100	13410	General	AREmpl		4.59			
4	510	13410	Solid Wst	AREmpl		-4.15			
5	10051962	54990	Personnel	MiscExp		-3.66			
6	111	13410	7 Cent Gas	AREmpl		-286.92			
7	100	13410	General	AREmpl		-8.28			
8	120	13410	Reappr	AREmpl		-286.92			
9	144	13410	Parks	AREmpl		-110.28			
10	100	13410	General	AREmpl		-133.30			
11	120	13410	Reappr	AREmpl		-286.92			
12	144	13410	Parks	AREmpl		-9.19			
13	111	13410	7 Cent Gas	AREmpl		-159.96			
14	111	13410	7 Cent Gas	AREmpl		-146.63			
15	511	13410	SW Collect	AREmpl		-110.28			
16	511	13410	SW Collect	AREmpl		-110.28			
191524	METROPOLITAN LIFE INS	0000	INV	02/28/2021	535485	-1,647.60	3268		
ACCOUNT DETAIL						LINE AMOUNT			
1	100	21707	General	VisionAP		1,053.40			
191524	METROPOLITAN LIFE INS	0000	INV	02/28/2021	535486	1,053.40	3269		
ACCOUNT DETAIL						LINE AMOUNT			
1	105	21707	Juve Fac	VisionAP		84.18			
191524	METROPOLITAN LIFE INS	0000	INV	02/28/2021	535487	84.18	3270		
ACCOUNT DETAIL						LINE AMOUNT			
1	106	21707	BC Arch	VisionAP		11.96			
191524	METROPOLITAN LIFE INS	0000	INV	02/28/2021	535488	11.96	3271		
ACCOUNT DETAIL						LINE AMOUNT			
1	109	21707	Anim Shltr	VisionAP		30.36			
191524	METROPOLITAN LIFE INS	0000	INV	02/28/2021	535490	30.36	3272		
ACCOUNT DETAIL						LINE AMOUNT			
1	111	21707	7 Cent Gas	VisionAP		574.08			

Report generated: 03/11/2021 08:34:16
User: Amanda Cunningham (Amanda.
Cunningham)
Program ID:

apwarnt

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PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
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CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191524	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535491	574.08			
	ACCOUNT DETAIL					LINE AMOUNT		3273		
	1 120 21707		Reappr	VisionAP		213.21				
191524	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535492	213.21			
	ACCOUNT DETAIL					LINE AMOUNT		3274		
	1 140 21707		Counc Age	VisionAP		65.78				
191524	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535493	65.78			
	ACCOUNT DETAIL					LINE AMOUNT		3275		
	1 143 21707		Sec 18	VisionAP		126.73				
191524	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535494	126.73			
	ACCOUNT DETAIL					LINE AMOUNT		3276		
	1 144 21707		Parks	VisionAP		83.49				
191524	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535495	83.49			
	ACCOUNT DETAIL					LINE AMOUNT		3277		
	1 510 21707		Solid Wst	VisionAP		120.06				
191524	METROPOLITAN LIFE INS	0000		INV	02/28/2021	535496	120.06			
	ACCOUNT DETAIL					LINE AMOUNT		3278		
	1 511 21707		SW Collect	VisionAP		283.36				
191524	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535177	283.36			
	ACCOUNT DETAIL					LINE AMOUNT		754		
	1 100 21707		General	VisionAP		1,048.80				
191524	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535178	1,048.80			
	ACCOUNT DETAIL					LINE AMOUNT		755		
	1 105 21707		Juve Fac	VisionAP		84.18				
191524	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535179	84.18			
	ACCOUNT DETAIL					LINE AMOUNT		756		
	1 106 21707		BC Arch	VisionAP		11.96				
								11.96		

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Detail Invoice List

CHECK RUN: P022821B 03/11/2021
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CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191524	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535180		757		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 109 21707		Anim Shltr	VisionAP		30.36				
							30.36			
191524	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535181		758		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 21707		7 Cent Gas	VisionAP		574.08				
							574.08			
191524	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535182		759		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 120 21707		Reappr	VisionAP		213.21				
							213.21			
191524	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535183		760		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 140 21707		Counc Age	VisionAP		65.78				
							65.78			
191524	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535184		761		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 143 21707		Sec 18	VisionAP		126.73				
							126.73			
191524	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535186		762		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 144 21707		Parks	VisionAP		83.49				
							83.49			
191524	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535187		763		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21707		Solid Wst	VisionAP		120.06				
							120.06			
191524	METROPOLITAN LIFE INS	0000		INV	02/05/2021	535188		764		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21707		SW Collect	VisionAP		283.36				
							283.36			
						CHECK TOTAL	3,691.59			

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CHECK RUN: P022821B 03/11/2021
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CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
192000	METROPOLITAN LIFE INS	0000		INV	03/10/2021	2282021		3192		
ACCOUNT DETAIL						LINE AMOUNT				
	1 100	13410	General	AREmpl			13.33			
	2 100	13410	General	AREmpl			9.19			
	3 100	13410	General	AREmpl			9.19			
	4 111	13410	7 Cent Gas	AREmpl			13.33			
	5 143	13410	Sec 18	AREmpl			23.91			
	6 100	13410	General	AREmpl			13.33			
	7 120	13410	Reappr	AREmpl			13.33			
	8 120	13410	Reappr	AREmpl			13.33			
	9 120	13410	Reappr	AREmpl			26.66			
						CHECK TOTAL	135.60			
							135.60			
91547	NORTH BALDWIN HOSPITA	0000		INV	02/28/2021	535390		3237		
ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21777	General	NBWell			53.00			
							53.00			
91547	NORTH BALDWIN HOSPITA	0000		INV	02/28/2021	535391		3238		
ACCOUNT DETAIL						LINE AMOUNT				
	1 106	21777	BC Arch	NBWell			19.50			
							19.50			
91547	NORTH BALDWIN HOSPITA	0000		INV	02/28/2021	535392		3239		
ACCOUNT DETAIL						LINE AMOUNT				
	1 143	21777	Sec 18	NBWell			19.50			
							19.50			
91547	NORTH BALDWIN HOSPITA	0000		INV	02/05/2021	535051		641		
ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21777	General	NBWell			53.00			
							53.00			
91547	NORTH BALDWIN HOSPITA	0000		INV	02/05/2021	535053		642		
ACCOUNT DETAIL						LINE AMOUNT				
	1 106	21777	BC Arch	NBWell			19.50			
							19.50			
91547	NORTH BALDWIN HOSPITA	0000		INV	02/05/2021	535054		643		
ACCOUNT DETAIL						LINE AMOUNT				
	1 143	21777	Sec 18	NBWell			19.50			
							19.50			

Report generated: 03/11/2021 08:34:16
User: Amanda Cunningham (Amanda.
Cunningham)
Program ID:

apwarnt

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	184.00			
40624	UNITED WAY OF BALDWIN	0000		INV	02/28/2021	535281		3081		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100	21776	General	UnFundNrth		15.00				
40624	UNITED WAY OF BALDWIN	0000		INV	02/28/2021	535537	15.00	3225		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100	21776	General	UnFundNrth		65.50				
40624	UNITED WAY OF BALDWIN	0000		INV	02/28/2021	535538	65.50	3226		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 104	21776	Legis Del	UnFundNrth		15.00				
40624	UNITED WAY OF BALDWIN	0000		INV	02/28/2021	535539	15.00	3227		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 105	21776	Juve Fac	UnFundNrth		1.00				
40624	UNITED WAY OF BALDWIN	0000		INV	02/28/2021	535540	1.00	3228		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111	21776	7 Cent Gas	UnFundNrth		24.00				
40624	UNITED WAY OF BALDWIN	0000		INV	02/28/2021	535541	24.00	3229		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 120	21776	Reappr	UnFundNrth		15.00				
40624	UNITED WAY OF BALDWIN	0000		INV	02/28/2021	535542	15.00	3230		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 140	21776	Counc Age	UnFundNrth		5.50				
40624	UNITED WAY OF BALDWIN	0000		INV	02/28/2021	535543	5.50	3231		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 143	21776	Sec 18	UnFundNrth		5.00				
40624	UNITED WAY OF BALDWIN	0000		INV	02/28/2021	535544	5.00	3232		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 144	21776	Parks	UnFundNrth		2.00				
							2.00			

Report generated: 03/11/2021 08:34:16
User: Amanda Cunningham (Amanda.
Cunningham)
Program ID:

apwarrmt

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40624	UNITED WAY OF BALDWIN	0000		INV	02/28/2021	535545		3233		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21776		Solid Wst	UnFundNrth		5.00				
40624	UNITED WAY OF BALDWIN	0000		INV	02/28/2021	535546	5.00	3234		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21776		SW Collect	UnFundNrth		6.00				
40624	UNITED WAY OF BALDWIN	0000		INV	02/05/2021	535226	6.00	619		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 21776		General	UnFundNrth		65.50				
40624	UNITED WAY OF BALDWIN	0000		INV	02/05/2021	535227	65.50	620		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 104 21776		Legis Del	UnFundNrth		15.00				
40624	UNITED WAY OF BALDWIN	0000		INV	02/05/2021	535228	15.00	621		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 105 21776		Juve Fac	UnFundNrth		1.00				
40624	UNITED WAY OF BALDWIN	0000		INV	02/05/2021	535229	1.00	622		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 21776		7 Cent Gas	UnFundNrth		24.00				
40624	UNITED WAY OF BALDWIN	0000		INV	02/05/2021	535230	24.00	623		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 120 21776		Reappr	UnFundNrth		15.00				
40624	UNITED WAY OF BALDWIN	0000		INV	02/05/2021	535231	15.00	624		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 140 21776		Counc Age	UnFundNrth		5.50				
40624	UNITED WAY OF BALDWIN	0000		INV	02/05/2021	535232	5.50	625		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 143 21776		Sec 18	UnFundNrth		5.00				
							5.00			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P022821B 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40624 UNITED WAY OF BALDWIN	0000		INV	02/05/2021	535233		626		
ACCOUNT DETAIL									
1 144 21776		Parks	UnFundNrth		LINE AMOUNT				
					2.00				
40624 UNITED WAY OF BALDWIN	0000		INV	02/05/2021	535234	2.00	627		
ACCOUNT DETAIL									
1 510 21776		Solid Wst	UnFundNrth		LINE AMOUNT				
					5.00				
40624 UNITED WAY OF BALDWIN	0000		INV	02/05/2021	535235	5.00	628		
ACCOUNT DETAIL									
1 511 21776		SW Collect	UnFundNrth		LINE AMOUNT				
					6.00				
					CHECK TOTAL	6.00			
						303.00			
193 INVOICES									
					WARRANT TOTAL	87,069.93	87,069.93		

INVOICE ENTRY PROOF LIST

CLERK: R BENSON BATCH: 249		NEW INVOICES					
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES							
10	00000 BALDWIN CNTY SHE	3296 3102021		M031121A	87,625.68	.00	.00 9205702
CASH 999	2021/06	INV 03/10/2021	SEP-CHK: N	DISC: .00	10052100 52910	55,627.72	1099:
ACCT 10010	DEPT 555	DUE 03/11/2021	DESC:SHERIFF'S	MONTH END FEB FOR MAR '21	10052200 52910	29,704.59	1099:
					708 22797	2,293.37	1099:
1 APPROVED PAID INVOICES		TOTAL		87,625.68			
1 INVOICE(S)		REPORT POST TOTAL		87,625.68			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I31121A 03/11/2021
 DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
176049	STIVERS FORD LINCOLN		0000		INV	03/11/2021	62329-62333		3297		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	11153113 55500		HWY A300	CapMotVeh		157,320.00				
								157,320.00			
							CHECK TOTAL	157,320.00			
1	INVOICES			WARRANT TOTAL			157,320.00	157,320.00			

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham		BATCH: 258		NEW INVOICES				
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14125	00000 BLUE CROSS & BLU	3326						
		42257 999 3112021		M031121B	181,443.25	.00	.00	9205703
CASH 999	2021/06	INV 03/11/2021	SEP-CHK: N	DISC: .00		79010790 51203	3,508.80	1099:
ACCT 10010	DEPT 51700	DUE 03/11/2021	DESC:BCC WEEKLY CLAIMS	3/1-3/5/21		79010790 51203	2,047.60	1099:
						79010790 51203	379.20	1099:
						79010790 51522	712.27	1099:
						79010790 51201	135,286.13	1099:
						79010790 51201	37,743.59	1099:
						79010790 51201	1,765.66	1099:
14125	00000 BLUE CROSS & BLU	3327						
		42257 998 3112021		M031121B	53,864.11	.00	.00	9205704
CASH 999	2021/06	INV 03/11/2021	SEP-CHK: N	DISC: .00		79010790 51204	208.60	1099:
ACCT 10010	DEPT 51700	DUE 03/11/2021	DESC:BCSO WEEKLY CLAIMS	3/1-3/5/21		79010790 51204	785.40	1099:
						79010790 51204	172.40	1099:
						79010790 51526	139.97	1099:
						79010790 51202	44,691.61	1099:
						79010790 51202	7,866.13	1099:
14125	00000 BLUE CROSS & BLU	3328						
		42257-998 3012021		M031121B	21,808.55	.00	.00	9205705
CASH 999	2021/06	INV 03/01/2021	SEP-CHK: N	DISC: .00		79010790 51524	21,808.55	1099:
ACCT 10010	DEPT 51700	DUE 03/11/2021	DESC:BCSO MONTHLY ADMIN FEE	3/1-4/1/21				
3 APPROVED PAID INVOICES				TOTAL	257,115.91			
3 INVOICE(S)				REPORT POST TOTAL	257,115.91			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031121 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
192222	AKMON INVESTMENT		0000		INV	03/11/2021	3112021		3034		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn		485.35				
								485.35			
							CHECK TOTAL	485.35			
10009	ALABAMA POWER CO		0000		INV	03/11/2021	2262021		3298		

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1031121 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT:		999	10010	Treasury Pooled Cash								
VENDOR	ACCOUNT DETAIL			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
								LINE AMOUNT				
	1	11153555	52401		HWY Bldgs	Electricit		88.71				
	2	10051555	52401		GF Bldg	Electricit		1,034.21				
	3	11153555	52401		HWY Bldgs	Electricit		311.49				
	4	11153135	52490		HWY Mowing Traff	Light		26.84				
	5	10051555	52401		GF Bldg	Electricit		1,124.67				
	6	70852708	52401		Comm Corre	Electricit		553.94				
	7	10051555	52401		GF Bldg	Electricit		662.17				
	8	14457200	52401		Parks Dept	Electricit		347.71				
	9	10651909	52401		Mcleod Ho	Electricit		15.49				
	10	10051555	52401		GF Bldg	Electricit		2,669.80				
	11	11153135	52490		HWY Mowing Traff	Light		26.84				
	12	10051555	52401		GF Bldg	Electricit		395.99				
	13	10051555	52401		GF Bldg	Electricit		1,802.96				
	14	10051995	52401		Bldg Maint	Electricit		842.84				
	15	10051555	52401		GF Bldg	Electricit		468.27				
	16	10051555	52401		GF Bldg	Electricit		89.86				
	17	10051555	52401		GF Bldg	Electricit		2,582.51				
	18	11153135	52490		HWY Mowing Traff	Light		11.05				
	19	11153555	52401		HWY Bldgs	Electricit		1,080.26				
	20	11153555	52401		HWY Bldgs	Electricit		392.93				
	21	10051555	52401		GF Bldg	Electricit		563.93				
	22	10051555	52401		GF Bldg	Electricit		428.83				
	23	10051555	52401		GF Bldg	Electricit		120.89				
	24	10451904	52401		Legis BM	Electricit		200.96				
	25	10051555	52401		GF Bldg	Electricit		52.69				
	26	10051555	52401		GF Bldg	Electricit		212.30				
	27	10051555	52401		GF Bldg	Electricit		745.38				
	28	10552610	52401		JD Fac	Electricit		2,572.84				
	29	10051555	52401		GF Bldg	Electricit		4,401.46				
	30	10051920	52401		Brd Regist	Electricit		213.41				
	31	10051555	52401		GF Bldg	Electricit		234.77				
	32	10051555	52401		GF Bldg	Electricit		1,578.43				
	33	10051555	52401		GF Bldg	Electricit		424.89				
	34	10051555	52401		GF Bldg	Electricit		1,612.03				
	35	10051555	52401		GF Bldg	Electricit		320.06				
	36	10051555	52401		GF Bldg	Electricit		844.90				
	37	10051555	52401		GF Bldg	Electricit		5,360.66				
	38	14352555	52401		BRATS Bldg	Electricit		116.39				

Report generated: 03/11/2021 14:47:11
User: Robin Gail. Benson (RBENSON)
Program ID: apwarrnt

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031121 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT:		999	10010	Treasury Pooled Cash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39	10051555	52401	GF Bldg	Electricit			39.89					
40	10051555	52401	GF Bldg	Electricit			9,964.42					
41	10051555	52401	GF Bldg	Electricit			783.02					
42	10051555	52401	GF Bldg	Electricit			8,676.84					
43	10051555	52401	GF Bldg	Electricit			718.84					
									54,716.37			
CHECK TOTAL									54,716.37			
157622	ASA B HOLLOWELL		0000			INV	03/11/2021	31120213		3035		
ACCOUNT DETAIL								LINE AMOUNT				
1	725	24000		Land Redem	DToPropOwn			1,684.29				
									1,684.29			
157622	ASA B HOLLOWELL		0000			INV	03/11/2021	31120212		3036		
ACCOUNT DETAIL								LINE AMOUNT				
1	725	24000		Land Redem	DToPropOwn			1,638.47				
									1,638.47			
157622	ASA B HOLLOWELL		0000			INV	03/11/2021	3112021		3037		
ACCOUNT DETAIL								LINE AMOUNT				
1	725	24000		Land Redem	DToPropOwn			1,534.70				
									1,534.70			
CHECK TOTAL									4,857.46			
54017	AT&T		0000			INV	03/11/2021	205 M29-9005; FEB'21		3316		
ACCOUNT DETAIL								LINE AMOUNT				
1	10051100	52510		Cnty Comm	Telephone			2,777.68				
2	11153111	52510		HWY A100	Telephone			919.14				
3	14056200	52510		BC Aging	Telephone			312.55				
									4,009.37			
CHECK TOTAL									4,009.37			
54017	AT&T		0000			INV	03/11/2021	251-937-9387; FEB'21		3318		
ACCOUNT DETAIL								LINE AMOUNT				
1	10052200	52510		JailBU	Telephone			312.55				
									312.55			
CHECK TOTAL									312.55			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1031121 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
63589	AT&T		0002		INV	03/11/2021	850-968-6223; MAR'21		3317		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10051101 52290		Tele Syst	OthrChgs		57.40				
								57.40			
							CHECK TOTAL	57.40			
63589	AT&T		0002		INV	03/11/2021	251-937-4810; FEB'21		3319		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	14457239 52510		Bicentenni	Telephone		465.83				
								465.83			
							CHECK TOTAL	465.83			
14397	AT&T MOBILITY		0000		INV	03/11/2021	822013449X03012021		3315		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	11153151 52510		HWY GIS	Telephone		37.50				
	2	11153151 52510		HWY GIS	Telephone		21.25				
	3	10051995 52510		Bldg Maint	Telephone		41.24				
	4	10051995 52510		Bldg Maint	Telephone		89.30				
	5	10552610 52510		JD Fac	Telephone		77.60				
	6	10051965 52510		CIS Depar	Telephone		41.24				
	7	10051965 52510		CIS Depar	Telephone		41.24				
	8	11153600 52510		HWY PreCon	Telephone		36.43				
	9	10057100 52510		Libr Svcs	Telephone		25.18				
								410.98			
							CHECK TOTAL	410.98			
14397	AT&T MOBILITY		0000		INV	03/11/2021	875887640X03012021		3320		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10051910 52510		ElectBU	Telephone		42.23				
								42.23			
							CHECK TOTAL	42.23			
14005	BALDWIN EMC		0000		INV	03/11/2021	3022021		3299		

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1031121 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR	ACCOUNT DETAIL	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						LINE AMOUNT				
	1 11153135 52490			HWY Mowing TraffLight		29.00				
	2 11153135 52490			HWY Mowing TraffLight		36.00				
	3 11153135 52490			HWY Mowing TraffLight		32.00				
	4 51054555 52401			SW Bldg Electricit		34.00				
	5 51054555 52401			SW Bldg Electricit		40.00				
	6 14457200 52401			Parks Dept Electricit		20.00				
	7 14457200 52401			Parks Dept Electricit		81.00				
	8 14457200 52401			Parks Dept Electricit		10.00				
	9 51054555 52401			SW Bldg Electricit		57.00				
	10 51054555 52401			SW Bldg Electricit		409.00				
	11 51054555 52401			SW Bldg Electricit		32.00				
	12 51054555 52401			SW Bldg Electricit		355.00				
	13 10955410 52401			Animal She Electricit		620.00				
	14 51054555 52401			SW Bldg Electricit		700.00				
	15 51054555 52401			SW Bldg Electricit		119.00				
	16 51054555 52401			SW Bldg Electricit		26.00				
	17 51054555 52401			SW Bldg Electricit		68.00				
	18 11153135 52490			HWY Mowing TraffLight		10.00				
	19 11153135 52490			HWY Mowing TraffLight		16.00				
	20 11153135 52490			HWY Mowing TraffLight		16.00				
	21 14457200 52401			Parks Dept Electricit		77.00				
	22 51054555 52401			SW Bldg Electricit		179.00				
	23 51054555 52401			SW Bldg Electricit		667.00				
	24 11153135 52490			HWY Mowing TraffLight		45.00				
	25 51054555 52401			SW Bldg Electricit		1,544.00				
	26 11153112 52401			HWY A200 Electricit		47.00				
	27 14056200 52401			BC Aging Electricit		313.00				
	28 11153135 52490			HWY Mowing TraffLight		23.00				
	29 11153135 52490			HWY Mowing TraffLight		53.00				
	30 51054555 52401			SW Bldg Electricit		86.00				
	31 11153135 52490			HWY Mowing TraffLight		20.00				
	32 10955410 52401			Animal She Electricit		2,898.00				
	33 51054555 52401			SW Bldg Electricit		31.00				
	34 51054555 52401			SW Bldg Electricit		32.00				
	35 11153135 52490			HWY Mowing TraffLight		17.00				
	36 51054555 52401			SW Bldg Electricit		575.00				
	37 11153135 52490			HWY Mowing TraffLight		17.00				
	38 11153135 52490			HWY Mowing TraffLight		17.00				

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031121 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39	51054555	52401	SW Bldg	Electricit		28.00					
								9,379.00			
CHECK TOTAL								9,379.00			
184443	BENJAMIN ELMORE		0000		INV	03/11/2021	3112021		3058		
ACCOUNT DETAIL								LINE AMOUNT			
1 725			24000	Land Redem	DTToPropOwn		2,116.14				
2 725			24000	Land Redem	DTToPropOwn		607.44				
								2,723.58			
CHECK TOTAL								2,723.58			
190500	BRIAN JOSEPH PENN		0000		INV	03/11/2021	3112021		3038		
ACCOUNT DETAIL								LINE AMOUNT			
1 725			24000	Land Redem	DTToPropOwn		127.95				
								127.95			
CHECK TOTAL								127.95			
187158	CANOPY INVESTMENT COM		0000		INV	03/11/2021	3112021		3041		
ACCOUNT DETAIL								LINE AMOUNT			
1 725			24000	Land Redem	DTToPropOwn		150.72				
								150.72			
187158	CANOPY INVESTMENT COM		0000		INV	03/11/2021	31120212		3042		
ACCOUNT DETAIL								LINE AMOUNT			
1 725			24000	Land Redem	DTToPropOwn		196.44				
								196.44			
187158	CANOPY INVESTMENT COM		0000		INV	03/11/2021	31120213		3043		
ACCOUNT DETAIL								LINE AMOUNT			
1 725			24000	Land Redem	DTToPropOwn		187.21				
								187.21			
187158	CANOPY INVESTMENT COM		0000		INV	03/11/2021	31120214		3044		
ACCOUNT DETAIL								LINE AMOUNT			
1 725			24000	Land Redem	DTToPropOwn		181.52				
								181.52			
187158	CANOPY INVESTMENT COM		0000		INV	03/11/2021	31120215		3045		
ACCOUNT DETAIL								LINE AMOUNT			
1 725			24000	Land Redem	DTToPropOwn		154.76				
								154.76			
CHECK TOTAL								870.65			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1031121 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	CHECK
27007	CENTURYLINK		0000		INV	03/11/2021	444295425; MAR'21		3322	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10052400 52510			CoronerBU	Telephone		85.37			
								85.37		
							CHECK TOTAL	85.37		
61111	CENTURYLINK		0000		INV	03/11/2021	305039197; MAR'21		3321	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10051101 52290			Tele Syst	OthrChgs		41.73			
								41.73		
							CHECK TOTAL	41.73		
19021	CITY OF FAIRHOPE-UTIL		0000		INV	03/11/2021	2282021		3300	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 51054555 52402			SW Bldg	WatSewer		16.10			
	2 51054555 52402			SW Bldg	WatSewer		16.10			
	3 51054555 52402			SW Bldg	WatSewer		20.18			
	4 10955410 52402			Animal She	WatSewer		16.10			
	5 51054555 52402			SW Bldg	WatSewer		16.10			
	6 10955410 52402			Animal She	WatSewer		134.33			
								218.91		
							CHECK TOTAL	218.91		
19049	CITY OF FOLEY		0000		INV	03/11/2021	INV15705		3308	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10051555 52404			GF Bldg	Garbage		57.72			
								57.72		
							CHECK TOTAL	57.72		

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031121 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
19031	CITY OF ROBERTSDALE		0000		INV	03/11/2021	2262021		3301		
ACCOUNT DETAIL							LINE AMOUNT				
	1	10051555	52401	GF Bldg	Electricit			190.50			
	2	10051555	52402	GF Bldg	WatSewer			34.50			
	3	10051555	52401	GF Bldg	Electricit			2,999.01			
	4	10051555	52402	GF Bldg	WatSewer			62.99			
	5	10051555	52401	GF Bldg	Electricit			3,082.24			
	6	10051555	52402	GF Bldg	WatSewer			156.88			
	7	10051555	52403	GF Bldg	Gas			2,797.88			
	8	10051555	52401	GF Bldg	Electricit			3,143.00			
	9	10051555	52401	GF Bldg	Electricit			524.00			
	10	10051555	52401	GF Bldg	Electricit			9,622.53			
	11	10051555	52402	GF Bldg	WatSewer			153.63			
	12	10051555	52403	GF Bldg	Gas			290.16			
	13	70852708	52401	Comm Corre	Electricit			724.28			
	14	70852708	52402	Comm Corre	WatSewer			11.56			
	15	70852708	52403	Comm Corre	Gas			21.84			
	16	10051555	52401	GF Bldg	Electricit			823.90			
	17	10051555	52402	GF Bldg	WatSewer			93.10			
	18	10051555	52401	GF Bldg	Electricit			864.01			
	19	10051555	52401	GF Bldg	Electricit			280.52			
	20	10051555	52402	GF Bldg	WatSewer			32.98			
	21	10051555	52403	GF Bldg	Gas			32.50			
	22	10051555	52402	GF Bldg	WatSewer			1,283.99			
	23	10051555	52402	GF Bldg	WatSewer			55.00			
	24	79051902	52401	RD Symbol	Electricit			204.85			
	25	79051902	52402	RD Symbol	WatSewer			34.15			
	26	10051555	52401	GF Bldg	Electricit			78.50			
	27	10051555	52402	GF Bldg	WatSewer			52.50			
							CHECK TOTAL	27,651.00			
								27,651.00			
192301	COOK, ROBERT M		0000		INV	03/11/2021	3112021		3056		
ACCOUNT DETAIL							LINE AMOUNT				
	1	725	24000	Land Redem	DToPropOwn			145.42			
							CHECK TOTAL	145.42			
								145.42			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031121 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER
192221	FNA 2019-1, LLC		0000		INV	03/11/2021	3112021		3047	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 725	24000		Land Redem	DToPropOwn		3,141.88			
								3,141.88		
							CHECK TOTAL	3,141.88		
54257	FRONTIER COMMUNICATIO		0000		INV	03/11/2021	251-577-6655; FEB '2		3311	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10051101 52290			Tele Syst	OthrChgs		14.70			
								14.70		
							CHECK TOTAL	14.70		
186426	GUARDIAN TAX AL LLC		0000		INV	03/11/2021	3112021		3048	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 725	24000		Land Redem	DToPropOwn		1,082.19			
								1,082.19		
							CHECK TOTAL	1,082.19		
155408	HARBOR COMMUNICATIONS		0000		INV	03/11/2021	13004		3309	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10051101 52290			Tele Syst	OthrChgs		368.76			
								368.76		
							CHECK TOTAL	368.76		
130681	JEAN MARC PRESCOTT OR		0000		INV	03/11/2021	3112021		3049	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 725	24000		Land Redem	DToPropOwn		480.87			
								480.87		
130681	JEAN MARC PRESCOTT OR		0000		INV	03/11/2021	31120212		3050	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 725	24000		Land Redem	DToPropOwn		344.49			
								344.49		
130681	JEAN MARC PRESCOTT OR		0000		INV	03/11/2021	31120213		3051	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 725	24000		Land Redem	DToPropOwn		1,080.30			
								1,080.30		
							CHECK TOTAL	1,905.66		

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1031121 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
174019	JERE AUSTILL III		0000		INV	03/11/2021	3112021		3052		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn		895.06				
								895.06			
174019	JERE AUSTILL III		0000		INV	03/11/2021	31120212		3053		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn		911.59				
								911.59			
							CHECK TOTAL	1,806.65			
192290	MCADAMS PROPERTIES		0000		INV	03/11/2021	3112021		3054		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn		487.69				
								487.69			
							CHECK TOTAL	487.69			
190605	MCMURRY, BRYCE E JR		0000		INV	03/11/2021	3112021		3039		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn		1,218.41				
								1,218.41			
190605	MCMURRY, BRYCE E JR		0000		INV	03/11/2021	31120212		3040		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn		1,768.95				
								1,768.95			
							CHECK TOTAL	2,987.36			
165235	MERCURY FUNDING, LLC		0000		INV	03/11/2021	3112021		3055		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn		1,246.26				
								1,246.26			
							CHECK TOTAL	1,246.26			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**Detail Invoice List**

CHECK RUN: I031121 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
19003	NORTH BALDWIN UTILITI		0000		INV	03/11/2021	3012021		3302		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	14457238 52402		Live Oak	WatSewer			108.16			
	2	14457238 52402		Live Oak	WatSewer			13.52			
	3	14457238 52402		Live Oak	WatSewer			543.19			
	4	14457239 52402		Bicentenni	WatSewer			33.42			
	5	14457200 52402		Parks Dept	WatSewer			18.15			
	6	14457200 52403		Parks Dept	Gas			11.67			
	7	14056200 52402		BC Aging	WatSewer			17.68			
	8	14457200 52402		Parks Dept	WatSewer			17.68			
	9	14457200 52402		Parks Dept	WatSewer			17.68			
							CHECK TOTAL	781.15			
								781.15			
133604	PETTY CASH - KELLY CH		0000		INV	03/11/2021	2252021; BOX RENTAL		3003		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	780 24408		Donation	DonatAging			36.00			
							CHECK TOTAL	36.00			
								36.00			
192247	RICH, DENNIS E		0000		INV	03/11/2021	3112021		3046		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	725 24000		Land Redem	DToPropOwn			3,804.50			
							CHECK TOTAL	3,804.50			
								3,804.50			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031121 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
51003 RIVIERA UTILITIES			0000		INV	03/11/2021	3032021		3307		
ACCOUNT DETAIL						LINE AMOUNT					
1	11153135	52490		HWY Mowing TraffLight				7.78			
2	11153135	52490		HWY Mowing TraffLight				30.18			
3	11153135	52490		HWY Mowing TraffLight				8.58			
4	11153135	52490		HWY Mowing TraffLight				5.20			
5	10051555	52401		GF Bldg Electricit				298.15			
6	10051555	52402		GF Bldg WatSewer				50.34			
7	10051555	52403		GF Bldg Gas				518.34			
8	14352555	52404		BRATS Bldg Garbage				45.00			
9	10051555	52402		GF Bldg WatSewer				15.60			
10	10051555	52401		GF Bldg Electricit				5,432.33			
11	10051555	52402		GF Bldg WatSewer				70.00			
12	10051555	52403		GF Bldg Gas				20.49			
13	10051555	52401		GF Bldg Electricit				1,837.91			
14	10051555	52402		GF Bldg WatSewer				121.06			
15	10051993	52405		Fly CHouse CableTv				93.75			
16	10051555	52402		GF Bldg WatSewer				20.80			
17	10051555	52401		GF Bldg Electricit				58.77			
18	10051555	52402		GF Bldg WatSewer				41.73			
19	14352555	52404		BRATS Bldg Garbage				45.00			
20	10051555	52401		GF Bldg Electricit				81.38			
21	11153135	52490		HWY Mowing TraffLight				47.41			
22	11153135	52490		HWY Mowing TraffLight				34.58			
23	11153135	52490		HWY Mowing TraffLight				5.00			
24	11153135	52490		HWY Mowing TraffLight				24.23			
25	11153135	52490		HWY Mowing TraffLight				14.85			
26	11153135	52490		HWY Mowing TraffLight				24.56			
27	14457200	52401		Parks Dept Electricit				49.80			
								9,002.82			
CHECK TOTAL								9,002.82			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031121 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
62367	SOUTHERN LINC WIRELES	0000		INV	03/11/2021	9000006200; FEB'21		3325		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10051996 52510		CustodBU	Telephone		60.90				
	2 11153111 52510		HWY A100	Telephone		22.69				
	3 11153113 52510		HWY A300	Telephone		843.23				
	4 11153130 52510		HWY Maint	Telephone		91.35				
	5 51054100 52510		SW Admin	Telephone		20.00				
	6 51054300 52510		SW Magnol	Telephone		10.00				
	7 51054325 52510		SW Wst TF	Telephone		10.00				
	8 51054370 52510		SW Equip	Telephone		10.00				
	9 51154800 52510		Gbage Coll	Telephone		204.88				
	10 51054850 52510		Gbage C WR	Telephone		10.00				
	11 10051100 52510		Cnty Comm	Telephone		10.00				
	12 14457200 52510		Parks Dept	Telephone		428.35				
							1,721.40			
						CHECK TOTAL	1,721.40			
181427	SPEAKSPACE LLC	0000		INV	03/11/2021	67507		3310		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10052300 52510		EMA	Telephone		41.59				
	2 10052100 52510		Sheriff	Telephone		158.18				
							199.77			
						CHECK TOTAL	199.77			
160750	TEDDY FAUST	0000		INV	03/11/2021	PPIN 30911		3293		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 47951		General	LeinAuct		734.67				
							734.67			
						CHECK TOTAL	734.67			
128434	TYLER MONTANA JUL PRE	0000		INV	03/11/2021	3112021		3057		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		142.34				
							142.34			
						CHECK TOTAL	142.34			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031121 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
145701	UNITI FIBER		0001		INV	03/11/2021	211073		3323		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10051101 52290		Tele Syst	OthrChgs		7,909.37				
							CHECK TOTAL	7,909.37			
152240	VERIZON WIRELESS		0000		INV	03/11/2021	9874098682		3295		

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1031121 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
ACCOUNT DETAIL						LINE	AMOUNT			
1	10051125 52510	Admin	Telephone				299.62			
2	10051300 52510	Probate	Telephone				368.99			
3	10051600 52510	Rev Comm	Telephone				253.31			
4	10051700 52510	Accting	Telephone				160.71			
5	10051725 52510	Budg Prch	Telephone				172.64			
6	10051750 52510	STax Licen	Telephone				656.70			
7	12051810 52510	Reappraisa	Telephone				1,499.92			
8	10451904 52510	Legis BM	Telephone				203.30			
9	10651906 52510	Archives	Telephone				86.32			
10	14351930 52510	BRATS Adm	Telephone				311.54			
11	14651932 52510	MPO	Telephone				81.32			
12	10051962 52510	Personnel	Telephone				298.32			
13	10051965 52510	CIS Depar	Telephone				1,675.66			
14	10051993 52510	Fly CHouse	Telephone				40.66			
15	10051994 52510	FH CHouse	Telephone				107.98			
16	10051995 52510	Bldg Maint	Telephone				770.97			
17	10051999 52510	Cstal Area	Telephone				320.73			
18	10052300 52510	EMA	Telephone				690.00			
19	10052400 52510	CoronerBU	Telephone				530.98			
20	10552610 52510	JD Fac	Telephone				162.64			
21	10052710 52510	Bldg Insp	Telephone				490.97			
22	10052730 52510	Planning	Telephone				304.22			
23	11153100 52510	HWY Admin	Telephone				86.32			
24	11153111 52510	HWY A100	Telephone				207.65			
25	11153112 52510	HWY A200	Telephone				532.93			
26	11153113 52510	HWY A300	Telephone				507.27			
27	11153120 52510	HWY Constr	Telephone				355.28			
28	11153130 52510	HWY Maint	Telephone				379.64			
29	11153135 52510	HWY Mowing	Telephone				647.65			
30	11153150 52510	HWY SubDiv	Telephone				258.96			
31	11153151 52510	HWY GIS	Telephone				170.71			
32	11153600 52510	HWY PreCon	Telephone				162.64			
33	51054100 52510	SW Admin	Telephone				499.57			
34	51054300 52510	SW Magnol	Telephone				277.41			
35	51054325 52510	SW Wst TF	Telephone				84.84			
36	51054330 52510	McBride	Telephone				106.05			
37	51054331 52510	Eastfork	Telephone				63.63			
38	51054100 52510	SW Admin	Telephone				120.83			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031121 03/11/2021
DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39	51154800	52510	Gbage Coll	Telephone		3,857.98					
40	51154801	52510	SW C Admin	Telephone		208.67					
41	51054850	52510	Gbage C WR	Telephone		127.82					
42	10955410	52510	Animal She	Telephone		660.56					
43	14056200	52510	BC Aging	Telephone		166.99					
44	14457200	52510	Parks Dept	Telephone		415.95					
45	14457238	52510	Live Oak	Telephone		80.40					
46	74010740	52511	Law Librar	TeleJA		256.44					
47	10051100	52510	Cnty Comm	Telephone		40.01					
48	10051100	52510	Cnty Comm	Telephone		40.01					
49	10051100	52510	Cnty Comm	Telephone		40.01					
50	10051100	52510	Cnty Comm	Telephone		64.37					
51	10051100	52510	Cnty Comm	Telephone		50.66					
52	10051100	52510	Cnty Comm	Telephone		67.24					
53	10051100	52510	Cnty Comm	Telephone		40.01					
54	10051100	52510	Cnty Comm	Telephone		40.01					
55	10051100	52510	Cnty Comm	Telephone		64.69					
CHECK TOTAL								20,170.70			
								20,170.70			
152240	VERIZON WIRELESS		0000		INV	03/11/2021	9874572053; 118		3312		
ACCOUNT DETAIL											
LINE AMOUNT											
1	10052100	52510	Sheriff	Telephone		20.04					
CHECK TOTAL								20.04			
								20.04			
152240	VERIZON WIRELESS		0000		INV	03/11/2021	9871134772; 673		3313		
ACCOUNT DETAIL											
LINE AMOUNT											
1	10052100	52510	Sheriff	Telephone		6,925.43					
2	10052200	52510	JailBU	Telephone		834.60					
3	70852708	52510	Comm Corre	Telephone		179.08					
CHECK TOTAL								7,939.11			
								7,939.11			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**Detail Invoice List**

CHECK RUN: I031121 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash								
VENDOR		REMIT		PO		TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
152240		VERIZON WIRELESS		0000			INV	03/11/2021	9873247434; 673		3314	
ACCOUNT DETAIL								LINE AMOUNT				
1		10052100 52510		Sheriff		Telephone			14,269.92			
2		10052200 52510		JailBU		Telephone			2,083.87			
3		70852708 52510		Comm Corre		Telephone			554.01			
								CHECK TOTAL	16,907.80			
									16,907.80			
152240		VERIZON WIRELESS		0000			INV	03/11/2021	9874057259/83161		3324	
ACCOUNT DETAIL								LINE AMOUNT				
1		74010740 52511		Law Librar		TeleJA			186.29			
2		74010740 52511		Law Librar		TeleJA			-185.11			
								CHECK TOTAL	1.18			
									1.18			
52		INVOICES		WARRANT TOTAL				189,070.87	189,070.87			

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham		BATCH: 261		NEW INVOICES			
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES							
51059	00000 RETIREMENT SYSTE	3389 535920/535921		P031221B	2,438.12	.00	.00 9205706
CASH 999	2021/06	INV 03/15/2021	SEP-CHK: N	DISC: .00		100 21600	1,254.92 1099:
ACCT 10010	DEPT 51700	DUE 03/15/2021	DESC:			100 21605	1,183.20 1099:
1 APPROVED PAID INVOICES				TOTAL	2,438.12		
1 INVOICE(S)				REPORT POST TOTAL	2,438.12		

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P031521B 03/11/2021

DUE DATE: 03/11/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
180373	BALDWIN CNTY COMMISS		0000		INV	03/15/2021	535909		3305		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100	21709	General	DentalAP		289.00				
							CHECK TOTAL	289.00			
								289.00			
186456	BALDWIN CNTY COMMISS		0000		INV	03/15/2021	535910		3306		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100	21710	General	BCBSAP		5,724.00				
							CHECK TOTAL	5,724.00			
								5,724.00			
717	FLEXIBLE BENEFITS		0000		INV	03/15/2021	535906		3303		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100	21714	General	MedReimbAP		275.00				
							CHECK TOTAL	275.00			
								275.00			
40627	NATIONWIDE RETIREMENT		0000		INV	03/15/2021	535919		3304		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100	21615	General	NACOAP		125.00				
							CHECK TOTAL	125.00			
								125.00			
4	INVOICES						WARRANT TOTAL	6,413.00			
								6,413.00			

INVOICE ENTRY PROOF LIST

CLERK: CDavis BATCH: 263			NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES							
36240	00000 JUDICIAL RETIREM	3391 3152021		P31521JF	918.75	.00	.00 9205707
CASH 999	2021/06	INV 03/15/2021	SEP-CHK: N	DISC: .00			
ACCT 10010	DEPT 51700	DUE 03/15/2021	DESC:JRF MARCH 21		100 21718		918.75 1099:
1 APPROVED PAID INVOICES			TOTAL		918.75		
1 INVOICE(S)			REPORT POST TOTAL		918.75		

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham		BATCH: 269	NEW INVOICES				
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES							
14125	00000	BLUE CROSS & BLU	3560	M031721B	40,447.38	.00	.00 9205708
			42257 999 3122021				
CASH 999	2021/06	INV 03/17/2021	SEP-CHK: N	DISC: .00	79010790 51203	2,373.70	1099:
ACCT 10010	DEPT 51700	DUE 03/17/2021	DESC:BCC WEEKLY	CLAIMS 3/8-3/12/21	79010790 51203	3,868.30	1099:
					79010790 51203	91.80	1099:
					79010790 51522	760.05	1099:
					790 47860	-341.00	1099:
					790 47860	-115.00	1099:
					79010790 51201	152,983.03	1099:
					79010790 51201	6,237.47	1099:
					79010790 51201	60.30	1099:
					79010790 51520	429.80	1099:
					79010790 51201	-120,906.01	1099:
					79010790 51201	-171.16	1099:
					79010790 51201	.02	1099:
					790 47858	-4,823.92	1099:
1 APPROVED PAID INVOICES		TOTAL		40,447.38			
1 INVOICE(S)		REPORT POST TOTAL		40,447.38			

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham		BATCH: 272		NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
10	00000 BALDWIN CNTY SHE	3578		M031721	735,661.15	.00	.00	9205709
		PAYROLL; 03/17/21						
CASH 999	2021/06	INV 03/17/2021	SEP-CHK: N	DISC: .00				
ACCT 10010	DEPT 51700	DUE 03/17/2021	DESC:SHERIFF PR	3/19/21				
					10052100 52910		197,156.40	1099:
					10052200 52910		92,544.70	1099:
					708 22797		7,980.74	1099:
					10052100 52910		282,373.86	1099:
					10052200 52910		144,489.15	1099:
					708 22797		11,116.30	1099:
1 APPROVED PAID INVOICES				TOTAL	735,661.15			
1 INVOICE(S)				REPORT POST TOTAL	735,661.15			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031821B 03/18/2021

DUE DATE: 03/18/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
192254	ANDERSON, FAVIUN M		0000		INV	03/18/2021	31821		3566		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn		756.66				
								756.66			
							CHECK TOTAL	756.66			
14005	BALDWIN EMC		0000		INV	03/18/2021	3082021		3655		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 11153135	52490		HWY Mowing	TraffLight		32.00				
	2 14056200	52401		BC Aging	Electricit		111.00				
	3 11153135	52490		HWY Mowing	TraffLight		16.00				
	4 51054555	52401		SW Bldg	Electricit		345.00				
	5 51054555	52401		SW Bldg	Electricit		38.00				
	6 11153135	52490		HWY Mowing	TraffLight		77.00				
	7 11153135	52490		HWY Mowing	TraffLight		17.00				
	8 14457200	52401		Parks Dept	Electricit		27.00				
	9 51054555	52401		SW Bldg	Electricit		90.00				
	10 14056200	52401		BC Aging	Electricit		17.00				
	11 11153135	52490		HWY Mowing	TraffLight		40.00				
								810.00			
							CHECK TOTAL	810.00			
187158	CANOPY INVESTMENT COM		0000		INV	03/18/2021	31821		3564		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn		420.21				
								420.21			
187158	CANOPY INVESTMENT COM		0000		INV	03/18/2021	318212		3565		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn		2,614.72				
	2 725	24000		Land Redem	DToPropOwn		743.10				
								3,357.82			
							CHECK TOTAL	3,778.03			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031821B 03/18/2021
DUE DATE: 03/18/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
19021	CITY OF FAIRHOPE-UTIL	0000		INV	03/18/2021	3102021		3656		
ACCOUNT DETAIL						LINE AMOUNT				
1	14352555 52401		BRATS Bldg	Electricit			151.60			
2	14352555 52402		BRATS Bldg	WatSewer			28.08			
3	14352555 52401		BRATS Bldg	Electricit			53.70			
4	14352555 52402		BRATS Bldg	WatSewer			28.08			
5	10051555 52404		GF Bldg	Garbage			20.25			
6	14352555 52401		BRATS Bldg	Electricit			59.27			
7	14352555 52402		BRATS Bldg	WatSewer			12.03			
8	10051555 52403		GF Bldg	Gas			82.75			
9	10051555 52404		GF Bldg	Garbage			20.25			
10	14352555 52401		BRATS Bldg	Electricit		2,631.34				
11	14352555 52402		BRATS Bldg	WatSewer		28.08				
12	10051555 52403		GF Bldg	Gas		11.18				
13	10051555 52404		GF Bldg	Garbage		20.25				
14	10451904 52401		Legis BM	Electricit		37.43				
15	14352555 52402		BRATS Bldg	WatSewer		12.51				
16	14352555 52401		BRATS Bldg	Electricit		109.81				
17	14352555 52402		BRATS Bldg	WatSewer		12.03				
18	10051555 52404		GF Bldg	Garbage		15.80				
19	14352555 52401		BRATS Bldg	Electricit		3,985.90				
20	14352555 52402		BRATS Bldg	WatSewer		88.00				
21	10051555 52403		GF Bldg	Gas		2,259.50				
22	10051555 52404		GF Bldg	Garbage		20.25				
							9,688.09			
CHECK TOTAL							9,688.09			
186426	GUARDIAN TAX AL LLC	0000		INV	03/18/2021	31821		3567		
ACCOUNT DETAIL						LINE AMOUNT				
1	725 24000		Land Redem	DToPropOwn		1,568.57				
							1,568.57			
186426	GUARDIAN TAX AL LLC	0000		INV	03/18/2021	318212		3568		
ACCOUNT DETAIL						LINE AMOUNT				
1	725 24000		Land Redem	DToPropOwn		1,615.16				
							1,615.16			
186426	GUARDIAN TAX AL LLC	0000		INV	03/18/2021	318213		3569		
ACCOUNT DETAIL						LINE AMOUNT				
1	725 24000		Land Redem	DToPropOwn		1,202.06				

Report generated: 03/18/2021 13:16:23
User: Amanda Cunningham (Amanda.
Cunningham)
Program ID:

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031821B 03/18/2021
DUE DATE: 03/18/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,202.06			
							4,385.79			
48299	HANSEL PRESCOTT	0000		INV	03/18/2021	31821		3561		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725	24000	Land Redem	DToPropOwn		870.40				
						CHECK TOTAL	870.40			
							870.40			
130681	JEAN MARC PRESCOTT OR	0000		INV	03/18/2021	31821		3563		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725	24000	Land Redem	DToPropOwn		334.97				
	2 725	24000	Land Redem	DToPropOwn		68.04				
						CHECK TOTAL	403.01			
							403.01			
192294	NORDEN REALTY LLC	0000		INV	03/18/2021	31821		3570		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725	24000	Land Redem	DToPropOwn		224.63				
						CHECK TOTAL	224.63			
							224.63			
192296	NUVIEW IRA FBO DOUGLA	0000		INV	03/18/2021	31821		3571		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725	24000	Land Redem	DToPropOwn		2,702.57				
						CHECK TOTAL	2,702.57			
							2,702.57			
192296	NUVIEW IRA FBO DOUGLA	0000		INV	03/18/2021	318212		3572		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725	24000	Land Redem	DToPropOwn		1,121.22				
						CHECK TOTAL	1,121.22			
							3,823.79			
999990	Arthur E Hart	0000		INV	03/18/2021	201586		3658		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511	45411	SW Collect	Collect		815.00				
						CHECK TOTAL	815.00			
							815.00			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031821B 03/18/2021

DUE DATE: 03/18/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
999990	Larry V & Carolyn Col		0000		INV	03/18/2021	940700		3661		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	45411		SW Collect	Collect			96.00			
							CHECK TOTAL	96.00			
								96.00			
999990	Rod & Delynn Montrose		0000		INV	03/18/2021	1414080		3660		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	45411		SW Collect	Collect			382.00			
							CHECK TOTAL	382.00			
								382.00			
999990	William T Brooks		0000		INV	03/18/2021	375048		3659		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	45411		SW Collect	Collect			96.00			
							CHECK TOTAL	96.00			
								96.00			
192260	PRESCOTT, GLENDA TYLE		0000		INV	03/18/2021	31821		3562		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn			392.38			
							CHECK TOTAL	392.38			
								392.38			
180942	RELIABLE PROPERTIES L		0000		INV	03/18/2021	31821		3573		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn			1,002.85			
								1,002.85			
180942	RELIABLE PROPERTIES L		0000		INV	03/18/2021	318212		3574		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn			1,018.79			
							CHECK TOTAL	1,018.79			
								2,021.64			
192302	RINES, RODNEY		0000		INV	03/18/2021	31821		3575		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn			73.95			
								73.95			

Report generated: 03/18/2021 13:16:23
 User: Amanda Cunningham (Amanda.
 Program ID: Cunningham)

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I031821B 03/18/2021
DUE DATE: 03/18/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
192302	RINES, RODNEY		0000		INV	03/18/2021	318212		3576		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	725	24000	Land Redem	DToPropOwn		101.32				
							CHECK TOTAL	101.32			
								175.27			
51003	RIVIERA UTILITIES		0000		INV	03/18/2021	3082021		3657		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10051555	52401	GF Bldg	Electricit		703.67				
	2	10051555	52403	GF Bldg	Gas		608.20				
	3	10051555	52402	GF Bldg	WatSewer		29.97				
							CHECK TOTAL	1,341.84			
								1,341.84			
160750	TEDDY FAUST		0000		INV	03/18/2021	PPIN 5467		3649		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100	47951	General	LeinAuct		45.00				
							CHECK TOTAL	45.00			
								45.00			
24	INVOICES			WARRANT TOTAL			30,105.53	30,105.53			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P031921B 03/19/2021

DUE DATE: 03/19/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536030				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21560		General	ChildSupp		347.08				
								347.08			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536031				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 105	21560		Juve Fac	ChildSupp		272.77				
								272.77			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536032				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111	21560		7 Cent Gas	ChildSupp		166.62				
								166.62			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536033				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	21560		SW Collect	ChildSupp		113.54				
								113.54			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536034				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	21560		SW Collect	ChildSupp		136.62				
								136.62			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536035				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	21560		SW Collect	ChildSupp		150.46				
								150.46			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536036				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	21560		SW Collect	ChildSupp		144.00				
								144.00			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536037				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111	21560		7 Cent Gas	ChildSupp		185.67				
								185.67			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536039				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144	21560		Parks	ChildSupp		15.23				
								15.23			

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 User: Amanda Cunningham (Amanda.
 Program ID: Cunningham)

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P031921B 03/19/2021

DUE DATE: 03/19/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536040		3702		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144	21560		Parks	ChildSupp		115.38				
								115.38			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536041		3703		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21560		General	ChildSupp		230.77				
								230.77			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536042		3704		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144	21560		Parks	ChildSupp		92.31				
								92.31			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536043		3705		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111	21560		7 Cent Gas	ChildSupp		480.75				
								480.75			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536044		3706		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510	21712		Solid Wst	ChldCareAP		285.69				
								285.69			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536045		3707		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111	21560		7 Cent Gas	ChildSupp		200.77				
								200.77			
94828	ALABAMA CHILD SUPPORT		0000		INV	03/19/2021	536161		3708		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21560		General	ChildSupp		286.62				
								286.62			
							CHECK TOTAL	3,224.28			
180373	BALDWIN CNTY COMMISSI		0000		INV	03/19/2021	536050		3710		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21709		General	DentalAP		4,681.50				
								4,681.50			
180373	BALDWIN CNTY COMMISSI		0000		INV	03/19/2021	536051		3711		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 103	21709		Cnty Trans	DentalAP		34.00				
								34.00			

Report generated: 03/18/2021 15:54:52
 User: Amanda Cunningham (Amanda.
 Program ID: Cunningham)

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P031921B 03/19/2021

DUE DATE: 03/19/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
180373	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536052		3712		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 104	21709		Legis Del	DentalAP			57.00			
								57.00			
180373	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536053		3713		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 105	21709		Juve Fac	DentalAP			426.00			
								426.00			
180373	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536054		3714		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 106	21709		BC Arch	DentalAP			96.50			
								96.50			
180373	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536055		3715		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 109	21709		Anim Shltr	DentalAP			126.00			
								126.00			
180373	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536056		3716		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111	21709		7 Cent Gas	DentalAP			3,161.25			
								3,161.25			
180373	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536057		3717		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 120	21709		Reappr	DentalAP			903.50			
								903.50			
180373	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536058		3718		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 140	21709		Counc Age	DentalAP			244.00			
								244.00			
180373	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536059		3719		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143	21709		Sec 18	DentalAP			726.50			
								726.50			
180373	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536061		3720		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144	21709		Parks	DentalAP			324.50			
								324.50			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P031921B 03/19/2021

DUE DATE: 03/19/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
180373	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536062		3721			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 146	21709	ESMPO	DentalAP		68.00	68.00				
180373	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536063		3722			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 510	21709	Solid Wst	DentalAP		722.00	722.00				
180373	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536064		3723			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 511	21709	SW Collect	DentalAP		1,364.50	1,364.50				
						CHECK TOTAL	12,935.25				
186456	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536069		3728			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 100	21710	General	BCBSAP		19,864.20	19,864.20				
186456	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536070		3729			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 103	21710	Cnty Trans	BCBSAP		166.00	166.00				
186456	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536072		3730			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 104	21710	Legis Del	BCBSAP		218.00	218.00				
186456	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536073		3731			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 105	21710	Juve Fac	BCBSAP		1,880.00	1,880.00				
186456	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536074		3732			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 106	21710	BC Arch	BCBSAP		373.00	373.00				
186456	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536075		3733			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 109	21710	Anim Shltr	BCBSAP		374.00	374.00				

Report generated: 03/18/2021 15:54:52
 User: Amanda Cunningham (Amanda.
 Program ID: Cunningham)

apwarnt

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P031921B 03/19/2021

DUE DATE: 03/19/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
186456	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536076		3734		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111	21710		7 Cent Gas	BCBSAP		14,177.93				
								14,177.93			
186456	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536077		3735		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 120	21710		Reappr	BCBSAP		4,000.97				
								4,000.97			
186456	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536078		3736		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 140	21710		Counc Age	BCBSAP		908.00				
								908.00			
186456	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536079		3737		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143	21710		Sec 18	BCBSAP		3,196.00				
								3,196.00			
186456	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536080		3738		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144	21710		Parks	BCBSAP		1,301.00				
								1,301.00			
186456	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536081		3739		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 146	21710		ESMPO	BCBSAP		332.00				
								332.00			
186456	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536083		3740		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510	21710		Solid Wst	BCBSAP		3,302.00				
								3,302.00			
186456	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536084		3741		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	21710		SW Collect	BCBSAP		8,018.00				
								8,018.00			
							CHECK TOTAL	58,111.10			
188062	BALDWIN CNTY COMMISS		0000		INV	03/19/2021	536085		3742		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21716		General	EmpBootsAP		35.00				
								35.00			

Report generated: 03/18/2021 15:54:52
 User: Amanda Cunningham (Amanda, Cunningham)
 Program ID:

apwarnt

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P031921B 03/19/2021

DUE DATE: 03/19/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
188062	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536086		3743		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 21716		7 Cent Gas	EmpBootsAP		107.50	107.50			
188062	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536087		3744		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 120 21716		Reappr	EmpBootsAP		22.50	22.50			
188062	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536088		3745		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 143 21716		Sec 18	EmpBootsAP		12.50	12.50			
188062	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536089		3746		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 144 21716		Parks	EmpBootsAP		27.50	27.50			
188062	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536090		3747		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21716		Solid Wst	EmpBootsAP		52.50	52.50			
188062	BALDWIN CNTY COMMISS	0000		INV	03/19/2021	536091		3748		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21716		SW Collect	EmpBootsAP		32.50	32.50			
						CHECK TOTAL	290.00			
184047	DANIEL O'BRIEN	0000		INV	03/19/2021	536065		3724		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 21550		General	Garnishm		368.30	368.30			
184047	DANIEL O'BRIEN	0000		INV	03/19/2021	536066		3725		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 120 21550		Reappr	Garnishm		175.38	175.38			
184047	DANIEL O'BRIEN	0000		INV	03/19/2021	536067		3726		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 120 21550		Reappr	Garnishm		162.46	162.46			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P031921B 03/19/2021

DUE DATE: 03/19/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
184047	DANIEL O'BRIEN	0000		INV	03/19/2021	536068		3727		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21550		SW Collect	Garnishm		120.46				
							120.46			
						CHECK TOTAL	826.60			
189015	DEPARTMENT OF CHILDRE	0000		INV	03/19/2021	536092		3749		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 21560		7 Cent Gas	ChildSupp		193.84				
							193.84			
189015	DEPARTMENT OF CHILDRE	0000		INV	03/19/2021	536095		3750		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21712		Solid Wst	ChldCareAP		346.14				
							346.14			
						CHECK TOTAL	539.98			
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	535982		3669		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 21714		General	MedReimbAP		3,961.45				
							3,961.45			
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	535983		3670		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 144 21714		Parks	MedReimbAP		62.51				
							62.51			
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	535994		3671		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 146 21714		ESMPO	MedReimbAP		91.67				
							91.67			
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	536005		3672		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21712		Solid Wst	ChldCareAP		208.34				
							208.34			
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	536016		3673		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 510 21714		Solid Wst	MedReimbAP		593.80				
							593.80			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P031921B 03/19/2021
DUE DATE: 03/19/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash					AMOUNT	DOCUMENT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE				
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	536027		3674		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 511 21714		SW Collect	MedReimbAP		765.03	765.03			
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	536093		3675		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 105 21714		Juve Fac	MedReimbAP		248.39	248.39			
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	536140		3676		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 106 21714		BC Arch	MedReimbAP		79.17	79.17			
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	536151		3677		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 109 21714		Anim Shltr	MedReimbAP		42.00	42.00			
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	536162		3678		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 111 21714		7 Cent Gas	MedReimbAP		2,065.93	2,065.93			
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	536173		3679		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 120 21712		Reappr	ChldCareAP		208.34	208.34			
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	536184		3680		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 120 21714		Reappr	MedReimbAP		620.81	620.81			
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	536195		3681		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 140 21714		Counc Age	MedReimbAP		317.01	317.01			
717	FLEXIBLE BENEFITS	0000		INV	03/19/2021	536206		3682		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 143 21714		Sec 18	MedReimbAP		516.69	516.69			
						CHECK TOTAL	9,781.14			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P031921B 03/19/2021
DUE DATE: 03/19/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
112221	JODY L WISE CIRCUIT C		0000		INV	03/19/2021	536046		3709		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21550		General	Garnishm		50.00				
								50.00			
							CHECK TOTAL	50.00			
40627	NATIONWIDE RETIREMENT		0000		INV	03/19/2021	536185		3683		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21615		General	NACOAP		4,483.50				
								4,483.50			
40627	NATIONWIDE RETIREMENT		0000		INV	03/19/2021	536186		3684		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 103	21615		Cnty Trans	NACOAP		30.00				
								30.00			
40627	NATIONWIDE RETIREMENT		0000		INV	03/19/2021	536187		3685		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 105	21615		Juve Fac	NACOAP		128.00				
								128.00			
40627	NATIONWIDE RETIREMENT		0000		INV	03/19/2021	536188		3686		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 109	21615		Anim Shltr	NACOAP		130.00				
								130.00			
40627	NATIONWIDE RETIREMENT		0000		INV	03/19/2021	536189		3687		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111	21615		7 Cent Gas	NACOAP		4,785.00				
								4,785.00			
40627	NATIONWIDE RETIREMENT		0000		INV	03/19/2021	536190		3688		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 120	21615		Reappr	NACOAP		965.00				
								965.00			
40627	NATIONWIDE RETIREMENT		0000		INV	03/19/2021	536191		3689		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143	21615		Sec 18	NACOAP		185.00				
								185.00			
40627	NATIONWIDE RETIREMENT		0000		INV	03/19/2021	536192		3690		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144	21615		Parks	NACOAP		135.00				
								135.00			

Report generated: 03/18/2021 15:54:52
User: Amanda Cunningham (Amanda.
Cunningham)
Program ID:

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P031921B 03/19/2021

DUE DATE: 03/19/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
40627	NATIONWIDE RETIREMENT		0000		INV	03/19/2021	536193		3691		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510	21615		Solid Wst	NACOAP		169.50				
								169.50			
40627	NATIONWIDE RETIREMENT		0000		INV	03/19/2021	536194		3692		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	21615		SW Collect	NACOAP		280.00				
								280.00			
							CHECK TOTAL	11,291.00			
82	INVOICES			WARRANT TOTAL			97,049.35	97,049.35			

INVOICE ENTRY PROOF LIST

CLERK: Rhonda.Boutwell		BATCH: 273		NEW INVOICES				
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE	
APPROVED PAID INVOICES								
1849	00000 ALABAMA DEPT OF	3579		M031721H	443.10	.00	.00	9205710
		FEBRUARY 2021 LODGIN						
CASH 999	2021/06	INV 03/17/2021	SEP-CHK: N	DISC: .00				
ACCT 10010	DEPT 555	DUE 03/17/2021	DESC:FEBRUARY 2021 LODGING TAX			144 21340	443.10	1099:
SALES AND USE TAX DIVISION		PO BOX 327790	MONTGOMERY AL 36132-7790					
1 APPROVED PAID INVOICES			TOTAL		443.10			
1 INVOICE(S)			REPORT POST TOTAL		443.10			

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ECutsinger | INVOICE ENTRY PROOF LIST 031821
| apinvent

CLERK: ECutsinger BATCH: 274

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY
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APPROVED PAID INVOICES

54188 00000 IRS-TAX PAYMENT 3606 .00 9205711	535991	P31821TX	32,437.72	.00
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CASH 999 2021/06 INV 03/18/2021 SEP-CHK: N 32,437.72 1099:	DISC: .00	100 21500
ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408	Payroll Taxes	

54188 00000 IRS-TAX PAYMENT 3607 .00 9205711	535992	P31821TX	62,849.98	.00
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CASH 999 2021/06 INV 03/18/2021 SEP-CHK: N 62,849.98 1099:	DISC: .00	100 21520
ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408	Payroll Taxes	

54188 00000 IRS-TAX PAYMENT 3608 .00 9205711	535993	P31821TX	116.04	.00
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CASH 999	2021/06	INV 03/18/2021	SEP-CHK: N	DISC: .00		103 21500
	116.04 1099:					
ACCT 10010	DEPT 51700	DUE 03/18/2021	DESC:636001408	Payroll Taxes		
54188 00000	IRS-TAX PAYMENT	3609		P31821TX	199.98	.00
.00 9205711						
		535995				

CASH 999	2021/06	INV 03/18/2021	SEP-CHK: N	DISC: .00		103 21520
	199.98 1099:					
ACCT 10010	DEPT 51700	DUE 03/18/2021	DESC:636001408	Payroll Taxes		
54188 00000	IRS-TAX PAYMENT	3610		P31821TX	320.19	.00
.00 9205711						
		535996				

CASH 999	2021/06	INV 03/18/2021	SEP-CHK: N	DISC: .00		104 21500
	320.19 1099:					
ACCT 10010	DEPT 51700	DUE 03/18/2021	DESC:636001408	Payroll Taxes		
54188 00000	IRS-TAX PAYMENT	3611		P31821TX	653.18	.00
.00 9205711						
		535997				

CASH 999	2021/06	INV 03/18/2021	SEP-CHK: N	DISC: .00		104 21520
	653.18 1099:					
ACCT 10010	DEPT 51700	DUE 03/18/2021	DESC:636001408	Payroll Taxes		
54188 00000	IRS-TAX PAYMENT	3612		P31821TX	1,856.03	.00
.00 9205711						
		535998				

CASH 999	2021/06	INV 03/18/2021	SEP-CHK: N	DISC: .00		105 21500
	1,856.03 1099:					
ACCT 10010	DEPT 51700	DUE 03/18/2021	DESC:636001408	Payroll Taxes		
54188 00000	IRS-TAX PAYMENT	3613		P31821TX	4,352.44	.00
.00 9205711						
		535999				

CASH 999 2021/06 INV 03/18/2021 SEP-CHK: N DISC: .00 105 21520
4,352.44 1099:
ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

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ECutsinger |INVOICE ENTRY PROOF LIST 031821
|apinvent

CLERK: ECutsinger BATCH: 274

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY
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54188 00000 IRS-TAX PAYMENT 3614	P31821TX	201.55	.00
.00 9205711			
536000			

CASH 999 2021/06 INV 03/18/2021 SEP-CHK: N DISC: .00 106 21500
201.55 1099:
ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

54188 00000 IRS-TAX PAYMENT 3615	P31821TX	1,042.66	.00
.00 9205711			
536001			

CASH 999 2021/06 INV 03/18/2021 SEP-CHK: N DISC: .00 106 21520
1,042.66 1099:

ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

54188 00000 IRS-TAX PAYMENT 3616 P31821TX 858.76 .00
.00 9205711

536002

CASH 999 2021/06 INV 03/18/2021 SEP-CBK: N DISC: .00 109 21500
858.76 1099:

ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

54188 00000 IRS-TAX PAYMENT 3617 P31821TX 2,227.36 .00
.00 9205711

536003

CASH 999 2021/06 INV 03/18/2021 SEP-CBK: N DISC: .00 109 21520
2,227.36 1099:

ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

54188 00000 IRS-TAX PAYMENT 3618 P31821TX 17,485.29 .00
.00 9205711

536004

CASH 999 2021/06 INV 03/18/2021 SEP-CBK: N DISC: .00 111 21500
17,485.29 1099:

ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

54188 00000 IRS-TAX PAYMENT 3619 P31821TX 37,756.56 .00
.00 9205711

536006

CASH 999 2021/06 INV 03/18/2021 SEP-CBK: N DISC: .00 111 21520
37,756.56 1099:

ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

54188 00000 IRS-TAX PAYMENT 3620 P31821TX 5,560.04 .00
.00 9205711

536007

CASH 999 2021/06 INV 03/18/2021 SEP-CBK: N DISC: .00 120 21500

5,560.04 1099:
 ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

54188 00000 IRS-TAX PAYMENT 3621	P31821TX	11,810.26	.00
.00 9205711			
536008			

CASH 999 2021/06 INV 03/18/2021 SEP-CHEK: N DISC: .00 120 21520
 11,810.26 1099:
 ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

03/18/2021 12:58 |Baldwin County, AL
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 ECutsinger |INVOICE ENTRY PROOF LIST 031821
 |apinvent

CLERK: ECutsinger BATCH: 274 NEW INVOICES
 DOCUMENT
 VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY
 PO BALANCE CHK/WIRE

54188 00000 IRS-TAX PAYMENT 3622	P31821TX	901.73	.00
.00 9205711			
536009			

CASH 999 2021/06 INV 03/18/2021 SEP-CHEK: N DISC: .00 140 21500
 901.73 1099:

ACCT 10010	DEPT 51700	DUE 03/18/2021	DESC:636001408	Payroll Taxes		
54188 00000	IRS-TAX PAYMENT	3623		P31821TX	2,090.50	.00
.00	9205711					
		536010				
CASH 999	2021/06	INV 03/18/2021	SEP-CHK: N	DISC: .00		140 21520
	2,090.50	1099:				
ACCT 10010	DEPT 51700	DUE 03/18/2021	DESC:636001408	Payroll Taxes		
54188 00000	IRS-TAX PAYMENT	3624		P31821TX	2,688.43	.00
.00	9205711					
		536011				
CASH 999	2021/06	INV 03/18/2021	SEP-CHK: N	DISC: .00		143 21500
	2,688.43	1099:				
ACCT 10010	DEPT 51700	DUE 03/18/2021	DESC:636001408	Payroll Taxes		
54188 00000	IRS-TAX PAYMENT	3625		P31821TX	6,943.36	.00
.00	9205711					
		536012				
CASH 999	2021/06	INV 03/18/2021	SEP-CHK: N	DISC: .00		143 21520
	6,943.36	1099:				
ACCT 10010	DEPT 51700	DUE 03/18/2021	DESC:636001408	Payroll Taxes		
54188 00000	IRS-TAX PAYMENT	3626		P31821TX	1,499.61	.00
.00	9205711					
		536013				
CASH 999	2021/06	INV 03/18/2021	SEP-CHK: N	DISC: .00		144 21500
	1,499.61	1099:				
ACCT 10010	DEPT 51700	DUE 03/18/2021	DESC:636001408	Payroll Taxes		
54188 00000	IRS-TAX PAYMENT	3627		P31821TX	3,836.42	.00
.00	9205711					
		536014				
CASH 999	2021/06	INV 03/18/2021	SEP-CHK: N	DISC: .00		144 21520

3,836.42 1099:

ACCT 10010	DEPT 51700	DUE 03/18/2021	DESC:636001408	Payroll Taxes		
54188	00000	IRS-TAX PAYMENT 3628		P31821TX	298.75	.00
	.00	9205711				
		536015				
CASH 999	2021/06	INV 03/18/2021	SEP-CHEK: N	DISC: .00		146 21500
	298.75	1099:				
ACCT 10010	DEPT 51700	DUE 03/18/2021	DESC:636001408	Payroll Taxes		
54188	00000	IRS-TAX PAYMENT 3629		P31821TX	508.76	.00
	.00	9205711				
		536017				
CASH 999	2021/06	INV 03/18/2021	SEP-CHEK: N	DISC: .00		146 21520
	508.76	1099:				
ACCT 10010	DEPT 51700	DUE 03/18/2021	DESC:636001408	Payroll Taxes		

03/18/2021 12:58 |Baldwin County, AL
 |P 4
 ECutsinger |INVOICE ENTRY PROOF LIST 031821
 |apinvent

CLERK: ECutsinger	BATCH: 274	NEW INVOICES
	DOCUMENT	
VENDOR REMIT NAME	INVOICE	PO
PO BALANCE CHK/WIRE		
	CHECK RUN	NET AMOUNT
		EXCEEDS PO BY

54188 00000 IRS-TAX PAYMENT 3630 P31821TX 7,396.89 .00
.00 9205711

536018

CASH 999 2021/06 INV 03/18/2021 SEP-CHK: N DISC: .00 510 21500
7,396.89 1099:

ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

54188 00000 IRS-TAX PAYMENT 3631 P31821TX 12,581.50 .00
.00 9205711

536019

CASH 999 2021/06 INV 03/18/2021 SEP-CHK: N DISC: .00 510 21520
12,581.50 1099:

ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

54188 00000 IRS-TAX PAYMENT 3632 P31821TX 6,994.65 .00
.00 9205711

536020

CASH 999 2021/06 INV 03/18/2021 SEP-CHK: N DISC: .00 511 21500
6,994.65 1099:

ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

54188 00000 IRS-TAX PAYMENT 3633 P31821TX 15,284.80 .00
.00 9205711

536021

CASH 999 2021/06 INV 03/18/2021 SEP-CHK: N DISC: .00 511 21520
15,284.80 1099:

ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

54188 00000 IRS-TAX PAYMENT 3634 P31821TX 48.58 .00
.00 9205711

536022

CASH 999 2021/06 INV 03/18/2021 SEP-CHK: N DISC: .00 740 21500

48.58 1099:
ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes
54188 00000 IRS-TAX PAYMENT 3635 P31821TX 156.06 .00
.00 9205711
536023

CASH 999 2021/06 INV 03/18/2021 SEP-CHK: N DISC: .00 740 21520
156.06 1099:

ACCT 10010 DEPT 51700 DUE 03/18/2021 DESC:636001408 Payroll Taxes

30 APPROVED PAID INVOICES TOTAL 240,958.08

30 INVOICE(S) REPORT POST TOTAL 240,958.08

03/18/2021 12:58 | Baldwin County, AL
| P 5
ECutsinger | INVOICE ENTRY PROOF LIST 031821
| apinvent

03/18/2021 15:46 | Baldwin County, AL
 | P 1
 CDavis | INVOICE ENTRY PROOF LIST
 | apinvent

CLERK: CDavis BATCH: 283

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY
PO BALANCE CHK/WIRE					

APPROVED PAID INVOICES

54188 00000 IRS-TAX PAYMENT 3752	P31521TX	9,034.95	.00
.00 9205712			
031121			

CASH 999 2021/06 INV 03/11/2021 SEP-CHK: N DISC: .00	100 21500
3,397.47 1099:	
ACCT 10010 DEPT 51700 DUE 03/11/2021 DESC:PPE030821 MONTHLY FED TAX	100 21520
5,637.48 1099:	

1 APPROVED PAID INVOICES

TOTAL

9,034.95

1 INVOICE(S)

apinvent0192.txt
REPORT POST TOTAL

9,034.95

03/22/2021 07:34 | Baldwin County, AL
 | P 1
 ECutsinger | INVOICE ENTRY PROOF LIST 032221
 | apinvent

CLERK: ECutsinger BATCH: 285

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY
PO BALANCE CHK/WIRE					

APPROVED PAID INVOICES

8889 00000 PEIRAF DEFERRED 3835	P32221R1	1,185.00	.00
.00 9205713			
536038			

CASH 999 2021/06 INV 03/19/2021 SEP-CHK: N DISC: .00 100 21610
 1,185.00 1099:
 ACCT 10010 DEPT 51700 DUE 03/19/2021 DESC:PPE 031421

8889 00000 PEIRAF DEFERRED 3836	P32221R1	20.00	.00
.00 9205713			
536049			

CASH 999 2021/06 INV 03/19/2021 SEP-CHK: N DISC: .00 105 21610
 20.00 1099:
 ACCT 10010 DEPT 51700 DUE 03/19/2021 DESC:PPE 031421

8889 00000 PEIRAF DEFERRED 3837	P32221R1	80.00	.00
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.00 9205713

536060

CASH 999 2021/06 INV 03/19/2021 SEP-CHEK: N DISC: .00 120 21610
 80.00 1099:
 ACCT 10010 DEPT 51700 DUE 03/19/2021 DESC:PPE 031421

8889 00000 PEIRAF DEFERRED 3838 P32221R1 215.00 .00
 .00 9205714

536071

CASH 999 2021/06 INV 03/19/2021 SEP-CHEK: N DISC: .00 140 21610
 215.00 1099:
 ACCT 10010 DEPT 51700 DUE 03/19/2021 DESC:PPE 031421

8889 00000 PEIRAF DEFERRED 3839 P32221R1 25.00 .00
 .00 9205713

536082

CASH 999 2021/06 INV 03/19/2021 SEP-CHEK: N DISC: .00 143 21610
 25.00 1099:
 ACCT 10010 DEPT 51700 DUE 03/19/2021 DESC:PPE 031421

8889 00000 PEIRAF DEFERRED 3840 P32221R1 25.00 .00
 .00 9205713

536094

CASH 999 2021/06 INV 03/19/2021 SEP-CHEK: N DISC: .00 146 21610
 25.00 1099:
 ACCT 10010 DEPT 51700 DUE 03/19/2021 DESC:PPE 031421

8889 00000 PEIRAF DEFERRED 3841 P32221R1 10.00 .00
 .00 9205715

536105

CASH 999 2021/06 INV 03/19/2021 SEP-CHEK: N DISC: .00 510 21610

apinvent0193.txt

10.00 1099:

ACCT 10010 DEPT 51700 DUE 03/19/2021 DESC:PPE 031421

8889 00000 PEIRAF DEFERRED 3842 P32221R1 50.00 .00
.00 9205713

536116

CASH 999 2021/06 INV 03/19/2021 SEP-CHK: N DISC: .00 511 21610

50.00 1099:

ACCT 10010 DEPT 51700 DUE 03/19/2021 DESC:PPE 031421

03/22/2021 07:34 |Baldwin County, AL
|P 2
ECutsinger |INVOICE ENTRY PROOF LIST 032221
|apinvent

CLERK: ECutsinger BATCH: 285

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY
PO BALANCE CHK/WIRE					

8 APPROVED PAID INVOICES

TOTAL

1,610.00

apinvent0193.txt

8 INVOICE(S)

REPORT POST TOTAL

1,610.00

apinvent0194.txt

03/22/2021 09:27 | Baldwin County, AL
| P 1
ECutsinger | INVOICE ENTRY PROOF LIST
| apinvent

CLERK: ECutsinger BATCH: 290

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY
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APPROVED PAID INVOICES

51059 00000 RETIREMENT SYSTE 3872	P32221RS	38,085.84	.00
.00 9205716			
536196			

CASH 999 2021/06 INV 03/22/2021 SEP-CHK: N DISC: .00 100 21600
38,085.84 1099:
ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059 00000 RETIREMENT SYSTE 3873	P32221RS	21,491.68	.00
.00 9205716			
536197			

CASH 999 2021/06 INV 03/22/2021 SEP-CHK: N DISC: .00 100 21605
21,491.68 1099:
ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059 00000 RETIREMENT SYSTE 3874	P32221RS	183.59	.00
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.00 9205716

536198

CASH 999 2021/06 INV 03/22/2021 SEP-CHK: N DISC: .00 103 21600

183.59 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059 00000 RETIREMENT SYSTE 3875 P32221RS 174.56 .00

.00 9205716

536199

CASH 999 2021/06 INV 03/22/2021 SEP-CHK: N DISC: .00 104 21600

174.56 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059 00000 RETIREMENT SYSTE 3876 P32221RS 453.12 .00

.00 9205716

536200

CASH 999 2021/06 INV 03/22/2021 SEP-CHK: N DISC: .00 104 21605

453.12 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059 00000 RETIREMENT SYSTE 3877 P32221RS 2,930.32 .00

.00 9205716

536201

CASH 999 2021/06 INV 03/22/2021 SEP-CHK: N DISC: .00 105 21600

2,930.32 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059 00000 RETIREMENT SYSTE 3878 P32221RS 1,356.35 .00

.00 9205716

536202

CASH 999 2021/06 INV 03/22/2021 SEP-CHK: N DISC: .00 105 21605

apinvent0194.txt

1,356.35 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059 00000 RETIREMENT SYSTE 3879 P32221RS 387.30 .00
.00 9205716

536203

CASH 999 2021/06 INV 03/22/2021 SEP-CHK: N DISC: .00 106 21600

387.30 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

03/22/2021 09:27 |Baldwin County, AL
|P 2
ECutsinger |INVOICE ENTRY PROOF LIST
|apinvent

CLERK: ECutsinger BATCH: 290

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY
PO BALANCE CHK/WIRE	INVOICE				

51059 00000 RETIREMENT SYSTE 3880 P32221RS 630.14 .00
.00 9205716

536204

CASH 999 2021/06 INV 03/22/2021 SEP-CHK: N DISC: .00 106 21605

630.14 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059	00000	RETIREMENT SYSTE	3881	P32221RS	413.81	.00
.00	9205716					

536205

CASH 999 2021/06 INV 03/22/2021 SEP-CHEK: N DISC: .00 109 21600

413.81 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059	00000	RETIREMENT SYSTE	3882	P32221RS	1,664.81	.00
.00	9205716					

536207

CASH 999 2021/06 INV 03/22/2021 SEP-CHEK: N DISC: .00 109 21605

1,664.81 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059	00000	RETIREMENT SYSTE	3883	P32221RS	19,269.74	.00
.00	9205716					

536208

CASH 999 2021/06 INV 03/22/2021 SEP-CHEK: N DISC: .00 111 21600

19,269.74 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059	00000	RETIREMENT SYSTE	3884	P32221RS	17,347.75	.00
.00	9205716					

536209

CASH 999 2021/06 INV 03/22/2021 SEP-CHEK: N DISC: .00 111 21605

17,347.75 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059	00000	RETIREMENT SYSTE	3885	P32221RS	6,635.75	.00
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apinvent0194.txt

.00 9205716

536210

CASH 999 2021/06 INV 03/22/2021 SEP-CHK: N DISC: .00 120 21600

6,635.75 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059 00000 RETIREMENT SYSTE 3886 P32221RS 4,836.52 .00

.00 9205716

536211

CASH 999 2021/06 INV 03/22/2021 SEP-CHK: N DISC: .00 120 21605

4,836.52 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059 00000 RETIREMENT SYSTE 3887 P32221RS 1,635.46 .00

.00 9205716

536212

CASH 999 2021/06 INV 03/22/2021 SEP-CHK: N DISC: .00 140 21600

1,635.46 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

03/22/2021 09:27 |Baldwin County, AL

|P 3

ECutsinger |INVOICE ENTRY PROOF LIST

|apinvent

CLERK: ECutsinger BATCH: 290

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY
PO BALANCE CHK/WIRE					

51059 00000 RETIREMENT SYSTE 3888			P32221RS	341.27	.00
.00 9205716					

536213

CASH 999	2021/06	INV 03/22/2021	SEP-CHK: N	DISC: .00	140 21605
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341.27 1099:

ACCT 10010	DEPT 51700	DUE 03/22/2021	DESC:RSA PPE 031421		
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51059 00000 RETIREMENT SYSTE 3889			P32221RS	3,203.61	.00
.00 9205716					

536214

CASH 999	2021/06	INV 03/22/2021	SEP-CHK: N	DISC: .00	143 21600
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3,203.61 1099:

ACCT 10010	DEPT 51700	DUE 03/22/2021	DESC:RSA PPE 031421		
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51059 00000 RETIREMENT SYSTE 3890			P32221RS	3,251.19	.00
.00 9205716					

536215

CASH 999	2021/06	INV 03/22/2021	SEP-CHK: N	DISC: .00	143 21605
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3,251.19 1099:

ACCT 10010	DEPT 51700	DUE 03/22/2021	DESC:RSA PPE 031421		
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51059 00000 RETIREMENT SYSTE 3891			P32221RS	1,807.25	.00
.00 9205716					

535984

apinvent0194.txt

CASH 999	2021/06	INV 03/22/2021	SEP-CHK: N	DISC: .00	144 21605
1,807.25	1099:				
ACCT 10010	DEPT 51700	DUE 03/22/2021	DESC:RSA PPE 031421		
51059 00000	RETIREMENT SYSTE	3892		P32221RS	1,819.27 .00
.00	9205716				
	536216				
CASH 999	2021/06	INV 03/22/2021	SEP-CHK: N	DISC: .00	144 21600
1,819.27	1099:				
ACCT 10010	DEPT 51700	DUE 03/22/2021	DESC:RSA PPE 031421		
51059 00000	RETIREMENT SYSTE	3893		P32221RS	532.95 .00
.00	9205716				
	535985				
CASH 999	2021/06	INV 03/22/2021	SEP-CHK: N	DISC: .00	146 21605
532.95	1099:				
ACCT 10010	DEPT 51700	DUE 03/22/2021	DESC:RSA PPE 031421		
51059 00000	RETIREMENT SYSTE	3894		P32221RS	6,121.61 .00
.00	9205716				
	535986				
CASH 999	2021/06	INV 03/22/2021	SEP-CHK: N	DISC: .00	510 21600
6,121.61	1099:				
ACCT 10010	DEPT 51700	DUE 03/22/2021	DESC:RSA PPE 031421		
51059 00000	RETIREMENT SYSTE	3895		P32221RS	4,003.75 .00
.00	9205716				
	535987				
CASH 999	2021/06	INV 03/22/2021	SEP-CHK: N	DISC: .00	510 21605
4,003.75	1099:				
ACCT 10010	DEPT 51700	DUE 03/22/2021	DESC:RSA PPE 031421		

03/22/2021 09:27 | Baldwin County, AL
 | P 4
 ECutsinger | INVOICE ENTRY PROOF LIST
 | apinvent

CLERK: ECutsinger BATCH: 290		NEW INVOICES			
VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY
PO BALANCE CHK/WIRE					

51059 00000 RETIREMENT SYSTE 3896			P32221RS	7,421.96	.00
.00 9205716					
	535988				

CASH 999	2021/06	INV 03/22/2021	SEP-CHEK: N	DISC: .00	511 21600
7,421.96	1099:				
ACCT 10010	DEPT 51700	DUE 03/22/2021	DESC:RSA PPE 031421		

51059 00000 RETIREMENT SYSTE 3897			P32221RS	6,128.71	.00
.00 9205716					
	535989				

CASH 999	2021/06	INV 03/22/2021	SEP-CHEK: N	DISC: .00	511 21605
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apinvent0194.txt

6,128.71 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

51059 00000 RETIREMENT SYSTE 3898 P32221RS 139.64 .00
.00 9205716

535990

CASH 999 2021/06 INV 03/22/2021 SEP-CHK: N DISC: .00 740 21600

139.64 1099:

ACCT 10010 DEPT 51700 DUE 03/22/2021 DESC:RSA PPE 031421

27 APPROVED PAID INVOICES

TOTAL

152,267.95

27 INVOICE(S)

REPORT POST TOTAL

152,267.95

INVOICE ENTRY PROOF LIST

CLERK: R BENSON BATCH: 296		NEW INVOICES						
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
185975	00000 HANCOCK BANK	3990 FEB '21		M032321A	5,409.70	.00	.00	9205720
CASH 999	2021/06	INV 03/23/2021	SEP-CHK: N	DISC: .00				
ACCT 10010	DEPT 555	DUE 03/23/2021	DESC: CREDIT CARD SVCS; FEB 2021					
					11153112	52600	112.88	1099:
					11153112	52600	112.88	1099:
					11153113	52600	112.88	1099:
					11153130	52600	112.88	1099:
					11153135	52600	112.88	1099:
					14351930	52600	87.82	1099:
					10051600	52600	549.78	1099:
					10051600	52600	35.00	1099:
					10051600	52600	355.40	1099:
					10051600	52600	934.60	1099:
					51154800	52190	17.00	1099:
					10052710	51700	126.00	1099:
					10052710	51700	219.00	1099:
					51154801	54090	34.99	1099:
					10051125	54090	384.00	1099:
					10052710	51700	69.00	1099:
					14351930	52110	167.26	1099:
					10051750	51700	370.00	1099:
					10051750	51700	200.00	1099:
					10051750	51700	400.00	1099:
					10051750	51700	370.00	1099:
					12051810	52600	525.45	1099:
1 APPROVED PAID INVOICES					TOTAL	5,409.70		
1 INVOICE(S)					REPORT POST TOTAL	5,409.70		

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I032521 03/25/2021

DUE DATE: 03/25/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
63589	AT&T			0002		INV	03/25/2021	251-580-5055; MAR'21		4257		
ACCOUNT DETAIL								LINE AMOUNT				
1	10052100	52510		Sheriff	Telephone			567.86				
									567.86			
								CHECK TOTAL	567.86			
97691	BALDWIN COUNTY SEWER			0000		INV	03/25/2021	3232021		4126		
ACCOUNT DETAIL								LINE AMOUNT				
1	11153555	52402		HWY Bldgs	WatSewer			114.45				
2	14457200	52402		Parks Dept	WatSewer			114.45				
3	10955410	52402		Animal She	WatSewer			508.94				
4	51054555	52402		SW Bldg	WatSewer			655.00				
5	11153555	52402		HWY Bldgs	WatSewer			114.45				
									1,507.29			
								CHECK TOTAL	1,507.29			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I032521 03/25/2021

DUE DATE: 03/25/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
14005	BALDWIN EMC		0000		INV	03/25/2021	3162021		4129		
ACCOUNT DETAIL							LINE	AMOUNT			
1	11153135	52490		HWY Mowing TraffLight				22.00			
2	11153135	52490		HWY Mowing TraffLight				22.00			
3	11153135	52490		HWY Mowing TraffLight				32.00			
4	14457200	52401		Parks Dept Electricit				124.00			
5	14457200	52401		Parks Dept Electricit				28.00			
6	14457239	52401		Bicentenni Electricit				50.00			
7	14457239	52401		Bicentenni Electricit				21.00			
8	14457239	52401		Bicentenni Electricit				26.00			
9	14457239	52401		Bicentenni Electricit				172.00			
10	14457239	52401		Bicentenni Electricit				17.00			
11	14457238	52401		Live Oak Electricit				27.00			
12	11153135	52490		HWY Mowing TraffLight				17.00			
13	14457239	52401		Bicentenni Electricit				28.00			
14	14457238	52401		Live Oak Electricit				1.00			
15	14457238	52401		Live Oak Electricit				27.00			
16	14457239	52401		Bicentenni Electricit				13.00			
17	14457238	52401		Live Oak Electricit				17.00			
18	14457239	52401		Bicentenni Electricit				18.00			
19	11153135	52490		HWY Mowing TraffLight				17.00			
20	11153135	52490		HWY Mowing TraffLight				17.00			
21	14457238	52401		Live Oak Electricit				973.00			
22	14457238	52401		Live Oak Electricit				276.00			
23	14457238	52401		Live Oak Electricit				746.00			
CHECK TOTAL								2,691.00			
								2,691.00			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I032521 03/25/2021

DUE DATE: 03/25/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	CHECK
27007	CENTURYLINK		0000		INV	03/25/2021	305069133; MAR '21		4255	
	ACCOUNT DETAIL						LINE AMOUNT			
	1	10051101 52290		Tele Syst	OthrChgs			30.47		
	2	10051986 52510		BC Colise	Telephone			146.52		
	3	10051989 52510		RD Annex2	Telephone			92.76		
	4	10052100 52510		Sheriff	Telephone			227.19		
	5	10955410 52510		Animal She	Telephone			43.76		
	6	11153112 52510		HWY A200	Telephone			43.77		
	7	11153113 52510		HWY A300	Telephone			43.64		
	8	14056200 52510		BC Aging	Telephone			46.12		
	9	51054300 52510		SW Magnol	Telephone			96.98		
	10	51054330 52510		McBride	Telephone			-25.30		
								745.91		
							CHECK TOTAL	745.91		
1874	COMMUNITY BANK		0000		INV	03/25/2021	3222021; 2020C		4258	
	ACCOUNT DETAIL						LINE AMOUNT			
	1	30410304 56220		Debt Svc	DebtsvcInt			37,883.83		
								37,883.83		
							CHECK TOTAL	37,883.83		
54257	FRONTIER COMMUNICATIO		0000		INV	03/25/2021	251-862-2883; MAR'21		4256	
	ACCOUNT DETAIL						LINE AMOUNT			
	1	10051101 52290		Tele Syst	OthrChgs			77.02		
								77.02		
							CHECK TOTAL	77.02		
19003	NORTH BALDWIN UTILITI		0000		INV	03/25/2021	3122021		4130	

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I032521 03/25/2021

DUE DATE: 03/25/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR	ACCOUNT DETAIL		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							LINE	AMOUNT			
	1	10051555 52402		GF Bldg	WatSewer			7,762.23			
	2	10051555 52402		GF Bldg	WatSewer			590.68			
	3	10051555 52403		GF Bldg	Gas			406.99			
	4	10051555 52402		GF Bldg	WatSewer			107.46			
	5	10051555 52402		GF Bldg	WatSewer			317.80			
	6	10051555 52403		GF Bldg	Gas			8,083.49			
	7	10051555 52402		GF Bldg	WatSewer			2,912.88			
	8	10051555 52402		GF Bldg	WatSewer			665.53			
	9	10051555 52402		GF Bldg	WatSewer			208.36			
	10	10051555 52402		GF Bldg	WatSewer			30.80			
	11	10051555 52403		GF Bldg	Gas			13.00			
	12	14352555 52402		BRATS Bldg	WatSewer			32.96			
	13	14352555 52403		BRATS Bldg	Gas			211.49			
	14	14352555 52404		BRATS Bldg	Garbage			47.00			
	15	10051920 52402		Brd Regist	WatSewer			36.68			
	16	10051920 52403		Brd Regist	Gas			387.42			
	17	10051920 52404		Brd Regist	Garbage			47.00			
	18	10051555 52402		GF Bldg	WatSewer			28.00			
	19	10051555 52403		GF Bldg	Gas			167.57			
	20	10051555 52402		GF Bldg	WatSewer			133.92			
	21	10051555 52403		GF Bldg	Gas			84.50			
	22	10051555 52403		GF Bldg	Gas			60.64			
	23	10051555 52403		GF Bldg	Gas			706.67			
	24	10051555 52402		GF Bldg	WatSewer			102.43			
	25	10051555 52403		GF Bldg	Gas			166.80			
	26	14352555 52402		BRATS Bldg	WatSewer			36.82			
	27	14352555 52403		BRATS Bldg	Gas			637.06			
	28	10051555 52402		GF Bldg	WatSewer			174.48			
	29	10051555 52403		GF Bldg	Gas			341.44			
	30	10051555 52403		GF Bldg	Gas			4,626.51			
	31	10051555 52402		GF Bldg	WatSewer			320.06			
	32	10051555 52403		GF Bldg	Gas			22.28			
	33	10051555 52402		GF Bldg	WatSewer			176.28			
	34	70852708 52402		Comm Corre	WatSewer			86.82			
	35	10051555 52402		GF Bldg	WatSewer			10.92			
	36	10051555 52402		GF Bldg	WatSewer			57.56			
	37	10051555 52403		GF Bldg	Gas			611.85			
	38	10051555 52402		GF Bldg	WatSewer			233.91			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I032521 03/25/2021

DUE DATE: 03/25/2021

CASH ACCOUNT: 999			10010	Treasury Pooled Cash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39	10051555	52402	GF Bldg	WatSewer			72.37					
40	10051555	52403	GF Bldg	Gas			48.67					
41	10051555	52402	GF Bldg	WatSewer			56.08					
42	10051555	52403	GF Bldg	Gas			62.48					
									30,887.89			
CHECK TOTAL									30,887.89			
51003	RIVIERA UTILITIES			0000		INV	03/25/2021	3152021		4132		
ACCOUNT DETAIL								LINE AMOUNT				
	1	10051555	52403	GF Bldg	Gas			620.04				
	2	10051555	52403	GF Bldg	Gas			129.37				
	3	10051555	52403	GF Bldg	Gas			15.96				
	4	10051555	52403	GF Bldg	Gas			502.16				
	5	10051555	52403	GF Bldg	Gas			13.00				
	6	10051555	52401	GF Bldg	Electricit			14.14				
									1,294.67			
CHECK TOTAL									1,294.67			
8	INVOICES				WARRANT TOTAL				75,655.47	75,655.47		

03/25/2021 07:50 | Baldwin County, AL
Rhonda.Boutwell | INVOICE ENTRY PROOF LIST

| P 1
| apinvent

CLERK: DAUSTIN		BATCH: 300		NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
1872	00000 HANSEN, KIRK	4028 4028		M022621H	.19	.00	.00	9205721
CASH 999	2021/05	INV 02/26/2021	SEP-CHK: Y	DISC: .00		100 47851	.19	1099:
ACCT 10010	DEPT 51700	DUE 02/26/2021	DESC:COBRA REFUND					
1872	00000 HANSEN, KIRK	4029 4029		M022621H	9.19	.00	.00	9205722
CASH 999	2021/05	INV 02/26/2021	SEP-CHK: Y	DISC: .00		100 24333	9.19	1099:
ACCT 10010	DEPT 51700	DUE 02/26/2021	DESC:COBRA REFUND					
1873	00000 WILLIAMS, LENZY	4030 4030		M022621H	.48	.00	.00	9205723
CASH 999	2021/05	INV 02/26/2021	SEP-CHK: Y	DISC: .00		100 47851	.48	1099:
ACCT 10010	DEPT 51700	DUE 02/26/2021	DESC:COBRA REFUND					
1873	00000 WILLIAMS, LENZY	4031 4031		M022621H	23.91	.00	.00	9205724
CASH 999	2021/05	INV 02/26/2021	SEP-CHK: Y	DISC: .00		143 24333	23.91	1099:
ACCT 10010	DEPT 51700	DUE 02/26/2021	DESC:COBRA REFUND					
4 APPROVED PAID INVOICES					TOTAL	33.77		
4 INVOICE(S)					REPORT POST TOTAL	33.77		

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham		BATCH: 319		NEW INVOICES			
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES							
14125	00000 BLUE CROSS & BLU	4485					
		42257 999	3192021	M032521B	94,614.09	.00	.00 9205725
CASH 999	2021/06	INV 03/19/2021	SEP-CHK: N	DISC: .00	79010790 51203		2,157.32 1099:
ACCT 10010	DEPT 51700	DUE 03/25/2021	DESC:BCC WEEKLY CLAIMS 3/15-3/19/21		79010790 51203		1,990.20 1099:
					79010790 51203		540.70 1099:
					79010790 51522		562.59 1099:
					79010790 51201		84,087.56 1099:
					79010790 51201		3,252.25 1099:
					79010790 51201		2,023.47 1099:
14125	00000 BLUE CROSS & BLU	4492					
		42257 998	3122021	M032521B	-4,598.71	.00	.00 9205726
CASH 999	2021/06	INV 03/12/2021	SEP-CHK: N	DISC: .00	79010790 51204		541.20 1099:
ACCT 10010	DEPT 51700	DUE 04/06/2021	DESC:BCSO WEEKLY CLAIMS 3/8-3/12/21		79010790 51204		2,581.60 1099:
					79010790 51526		374.74 1099:
					79010790 51526		-.01 1099:
					790 47861		-204.00 1099:
					79010790 51202		38,020.09 1099:
					79010790 51202		1,093.10 1099:
					79010790 51202		122.80 1099:
					79010790 51202		-45,721.51 1099:
					79010790 51524		6.08 1099:
					790 47859		-1,412.80 1099:
14125	00000 BLUE CROSS & BLU	4504					
		42257 998	3192021	M032521B	38,570.80	.00	.00 9205727
CASH 999	2021/06	INV 03/19/2021	SEP-CHK: N	DISC: .00	79010790 51204		251.60 1099:
ACCT 10010	DEPT 51700	DUE 03/25/2021	DESC:BCSO WEEKLY CLAIMS 3/15-3/19/21		79010790 51204		1,382.00 1099:
					79010790 51526		196.03 1099:
					79010790 51202		29,422.35 1099:
					79010790 51202		7,318.82 1099:
3 APPROVED PAID INVOICES				TOTAL	128,586.18		
3 INVOICE(S)				REPORT POST TOTAL	128,586.18		

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham		BATCH: 327		NEW INVOICES				
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14125	00000 BLUE CROSS & BLU	4599		M032621B	43,392.35	.00	.00	9205728
		42257-999	4012021					
CASH 999	2021/06	INV 03/19/2021	SEP-CHK: N	DISC: .00				
ACCT 10010	DEPT 51700	DUE 03/26/2021	DESC:BCC	MONTHLY ADMIN FEES 4/1-5/1/21	79010790	51520	43,392.35	1099:
1 APPROVED PAID INVOICES			TOTAL	43,392.35				
1 INVOICE(S)				REPORT POST TOTAL	43,392.35			



Baldwin County Commission

Agenda Action Form

File #: 21-0714, **Version:** 1

Item #: FJ1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Dr. Brian Pierce, Coroner

Submitted by: Brandy Byrd, Administrative Support Specialist III

ITEM TITLE

Baldwin County Coroner Advisory Committee

STAFF RECOMMENDATION

Dr. Brian Pierce will be present to discuss the recommendations of the Baldwin County Coroner Advisory Committee.

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

March 18, 2020

Honorable Joe Davis, III
322 Courthouse Square
Bay Minette, AL 36507

Honorable Joe Davis, III:

The Baldwin County Coroner Advisory Committee recently held a series of meetings at the Fairhope Satellite Courthouse, at which leadership of the Baldwin County Coroner's Office offered foundational background concerning the duties of the Baldwin County Coroner's Office. Through this process, the committee members were provided trends in data as well as background information regarding the overall operation of the Baldwin County Coroner's Office.

The end goal for the committee was to offer a set of recommendations appropriate to enable the Baldwin County Coroner's Office to meet the needs of the citizens and visitors of Baldwin County. Those recommendations, which are shown below, would ultimately be executed in phases knowing some projects would be larger than others and some projects would have a longer implementation period than others. All are items that the County Coroner Advisory Committee recommend and coincide with the stated goals of the strategic plan recently adopted by Baldwin County.

Recommendation #1 – Staffing Needs

The Coroner's Office has the beginnings of a great team. Staff members are cooperative and work well collaboratively. All staff are actively seeking additional certifications and all investigators will be ABMDI certified. ABMDI is a national certification and standard for death investigators.

All Deputy Coroner staff are currently temporary labor with limited benefits. Additional collaboration concerning compensation level and benefits should be explored.

Recommendation #2 – Facility Needs

The Baldwin County Coroner's Office is thankful for the current facility. However, due to significant case load increase as well as the need for additional staff, the Coroner's Office is out of room. The current facility is at maximum capacity.

A facility will need to be built allowing the Baldwin County Coroner's Office space for future growth including revenue generating opportunities. The Baldwin County Coroner's Office may never generate sufficient funding to fully pay 100% of the costs of the BCCO operation; however, we can significantly improve the revenue generation to offset expense.

Recommendation #3 – Reporting Platform

The Baldwin County Coroner's Office currently depends heavily on paper files, email communication, approximately 27 different spreadsheets and some simple PDF forms. It is very easy for communication

and/or data entry to be missed as the day gets busy. Supervisors also need a way to review ongoing activities in an environment that is more real-time.

The Baldwin County Coroner's Office needs a reporting platform similar to platforms used by law enforcement. These platforms allow for report completion and review by supervisors, as well as any additional documents specific to a case to be retained together. All documents can be viewed by pertinent personnel for quality and accuracy.

Recommendation #4 – Call Center / Answering Platform

The Baldwin County Coroner's Office staff currently answers all incoming phone calls while at the office during the hours of 7 am – 6 pm, Monday through Friday. Office phones are rolled to the on-call investigator when the office is closed.

Based on over 1,000 calls per month coming into the Coroner's Office, if the average call is around 10 minutes, we are occupying a significant amount of time each day on the phone just to answer incoming calls.

All committee members agree and hereby attest to these recommendations as best forward next steps for the Baldwin County Coroner's Office as shown by the affixed signatures shown below.

Joe Davis, III



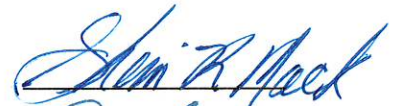
Tony Lovell



Erik Fahlberg



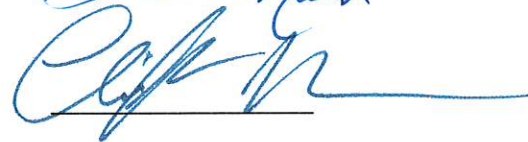
Sherry Mack



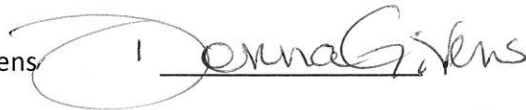
Mike Gaul



Cliff McCollum



Donna Givens



Daphne Stamps



Benjie Hughes





Baldwin County Commission

Agenda Action Form

File #: 21-0746, **Version:** 1

Item #: FK1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Zachary M. Hood, EMA Director

Submitted by: Zachary Hood, EMA Director

ITEM TITLE

Emergency Management Executive Stakeholder Meeting - Emergency Support Function Partners

STAFF RECOMMENDATION

Zachary Hood will be in attendance to discuss the goals and objectives of the Emergency Management Executive Stakeholder meetings.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Beginning April 7, 2021, and the first Wednesday of each month thereafter, the EMA will host meetings that target Baldwin County's Emergency Support Functions. These meetings will be approximately 1.5 hours and held at the Baldwin County Coliseum beginning at 10:00 a.m. and ending no later than 11:30 a.m. The purpose and scope of the meetings will be for EMA to engage local elected officials and all county emergency support function partners to discuss Baldwin County's Emergency Operation Plan (EOP), topics related to the Threat Identification Risk Assessment (THIRA), and risks and hazards that could potentially impact greater Baldwin County.

EMAs objective is to build capacity, coordination, and resilience as we begin to revise and update the Emergency Operations Plan for Baldwin County. This will be a major milestone for the Commission and the Emergency Management Agency as this will be critical to ensuring we are meeting or exceeding national standards as emergency management practitioners and as an entity of 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: 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 #: 21-0729, **Version:** 1

Item #: FN1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

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

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Town of Toxey, Alabama - Maintenance Vehicle Purchase Request

STAFF RECOMMENDATION

Discuss the request from Mayor Randall Jackson of the Town of Toxey, Alabama, to purchase a maintenance vehicle from the Baldwin County Commission.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Mayor Randall Jackson from the Town of Toxey is requesting assistance from Baldwin County in obtaining a maintenance truck for their Town.

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

Town of Toxey, Alabama
16100 Hwy. 17, P.O. Box 318
Toxey, Alabama 36921
Phone: 251-843-5222 – Fax: 251-843-3738
Email: townoftoxey@gmail.com

Mayor: Randall Jackson

Clerk: Rose Ann Gourgues

Council: Lynn Adams
Lee Roscoe
Patricia Mosley
Jeanette Carney
Angelina Causey

March 16, 2021

Baldwin County Commission
Commissioner Joe Davis III
Chairman
22070 Highway 59
Robertsdale, Alabama 36576

Re: Maintenance vehicle

Dear Commissioner Davis:

On behalf of myself along with the Council for the Town of Toxey, I am writing this letter asking for any assistance from Baldwin County in helping obtain a truck from your fleet. Our Town is on a very limited budget and we would greatly appreciate any help that you or Baldwin County could provide for us.

Thank you,


Randall Jackson

Mayor

RJ/rg





Baldwin County Commission

Agenda Action Form

File #: 21-0735, **Version:** 1

Item #: FQ1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Personnel Department - Voluntary Emergency Paid Sick Leave due to American Rescue Plan Act Law

STAFF RECOMMENDATION

Discuss the voluntary Emergency Paid Sick Leave due to American Rescue Plan Act law.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On April 1, 2021, the American Rescue Plan Act (ARPA) will take effect. A provision of ARPA is to voluntarily provide an additional 80 hours of Emergency Paid Sick Leave (ESPL) to all full-time employees, and a pro-rated amount for part-time employees, from April 1, 2021 and expiring on September 30, 2021. This leave would be separate from regular sick leave. The Commission needs to decide on whether to voluntarily provide this leave to all employees.

The Families First Coronavirus Response Act (FFCRA) required certain employers to provide employees with paid sick leave or expanded family and medical leave for specified reasons related to COVID-19 through December 31, 2020. During the December 1, 2020 Regular Meeting, the Commission voted to voluntarily extend the addition of 80 hours of sick leave for newly hired employees through March 31, 2021, and revisit extending the leave another three months at that time.

Generally, the Act provides that employees of covered employers are eligible for:

- Two weeks (up to 80 hours) of paid sick leave at the employee's regular rate of pay where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis; or
- Two weeks (up to 80 hours) of paid sick leave at two-thirds the employee's regular rate of pay because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a health care

provider), or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor; and

- Up to an additional 10 weeks of paid expanded family and medical leave at two-thirds the employee's regular rate of pay where an employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.

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 #: 21-0702, **Version:** 1

Item #: FR1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: New

From: Matthew Brown, Interim Planning and Zoning Director

Submitted by: Matthew Brown, Interim Planning and Zoning Director

ITEM TITLE

Town of Elberta - Termination of Planning Jurisdiction Agreement

STAFF RECOMMENDATION

Discuss request from the Town of Elberta to terminate the Planning Jurisdiction Agreement between the Town of Elberta and the Baldwin County Commission and thereby withdraw the Town's exercise of planning jurisdiction to exclusively within the Town's corporate limits.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

In early February, a representative of the Town of Elberta initiated a meeting with Planning and Zoning staff to discuss the Town's Extraterritorial Jurisdiction (ETJ) boundaries and the possibility of reducing or terminating the Elberta ETJ.

On February 17, 2021, Caryn Woerner contacted Planning and Zoning staff to notify them that Elberta Town Council had voted to "return the ETJ outside our corporate limits to the county in its entirety."

The current agreement between the County and Town was established in 1992 (attached). Paragraph seven (7) of the agreement states:

This agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as it is mutually abolished by the COMMISSION and the MUNICIPALITY, or determined by proper authority to be invalid or inconsistent with State law.

A color map of the current Elberta ETJ is attached.

According to data provided by the Town of Elberta, the Town's Planning Commission has heard six

(6) ETJ subdivision cases in the past twelve months. If the current agreement is rescinded, the Baldwin County Planning Commission will begin to hear these cases.

Currently, Baldwin County only performs an administrative review of ETJ subdivision cases.

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 - for discussion only.

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

Additional instructions/notes: N/A - for discussion only.

RESOLUTION
FOR
PLANNING JURISDICTION
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND
THE TOWN OF ELBERTA

RECORD FEE _____
STATE OF ALABAMA
BALDWIN COUNTY
I CERTIFY THIS INSTRUMENT WAS
FILED AND FEE COLLECTED ON

OCT 6 3 42 PM '92

RECORDED BY *[Signature]* 1135
JAN 7 1993
JUDGE OF PROBATE

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION" and THE TOWN OF ELBERTA, hereinafter referred to as "the MUNICIPALITY" desire to enter into an agreement concerning the areas of their respective planning jurisdictions, with the COMMISSION having responsibility for the review of subdivisions in the unincorporated areas of the County planning jurisdiction of any other municipality in Baldwin County, and the MUNICIPALITY having particular responsibility for the review of subdivisions located inside its corporate limits and all land lying within its planning jurisdiction; and

WHEREAS, State law authorizes a municipality to exercise such planning jurisdiction up to five (5) miles outside its corporate limits and not located in any other municipality;

NOW, THEREFORE, THE COMMISSION AND THE MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY'S planning jurisdiction shall include all land located inside its corporate limits and all land lying beyond its corporate limits as described on the attached "EXHIBIT A" and not located in any other municipality; provided, however, that the MUNICIPALITY may extend the territorial jurisdiction for planning to all land lying within five (5) miles of the corporate limits of the MUNICIPALITY and to any other territory which may be included on amendment of existing law, and not located in any other municipality, by adoption of a resolution extending said territorial jurisdiction, and submission of same to the COMMISSION which shall concur in such jurisdiction extension to the limit allowed by current law at its next meeting following receipt of the MUNICIPALITY'S resolution.

2. The MUNICIPALITY will exercise review authority over all subdivision developments within the area described in Exhibit A; provided, however, that if any part of a proposed subdivision lies within the MUNICIPALITY'S planning jurisdiction as described in "EXHIBIT A", then the MUNICIPALITY and not the COMMISSION will have responsibility for review of said subdivision.

3. The MUNICIPALITY will submit a copy of each plat approved within its extraterritorial planning jurisdiction to the County Engineer for his approval as required in Section 11-52-30 of the Code of Alabama, prior to such plat being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements, whether of the municipality or of the county, must be complied with by the developer.

REC-480 PAGE 1735

RESOLUTION
PLANNING JURISDICTION
Baldwin County Commission
The TOWN OF ELBERTA
Page 2

4. The COMMISSION will exercise review authority through the Baldwin County Planning Commission over all subdivision developments lying outside the MUNICIPALITY's planning jurisdiction of any other municipality in Baldwin County; provided that, where a proposed subdivision lies partly in the COMMISSION's planning jurisdiction and partly in the MUNICIPALITY's planning jurisdiction, it shall be the MUNICIPALITY'S responsibility to review said subdivision as described in Item 2 above.

5. Upon execution of agreements between the COMMISSION and each municipality in Baldwin County, the COMMISSION will have prepared a map delineating the respective planning jurisdictions of the COMMISSION and each municipality in Baldwin County, which map shall be incorporated into this agreement and become a part of it.

6. A copy of this agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the municipalities for the exercise of subdivision development controls shall be filed with the Judge of Probate of Baldwin County.

7. This agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as it is mutually abolished by the COMMISSION and the MUNICIPALITY, or determined by proper authority to be invalid or inconsistent with State law.

8. It is expressly understood that this agreement can be modified or amended by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is deemed necessary.

9. Adoption:

FOR: THE BALDWIN COUNTY COMMISSION

BY [Signature]
Chairman

DATE

6 October, 1992

BY [Signature]
Attest

SEAL

FOR: THE TOWN OF ELBERTA

BY Joe W. Colton Jr.
Mayor

DATE

October 2, 1992

BY [Signature]
Attest

SEAL

FILED
480 PAGE 1736

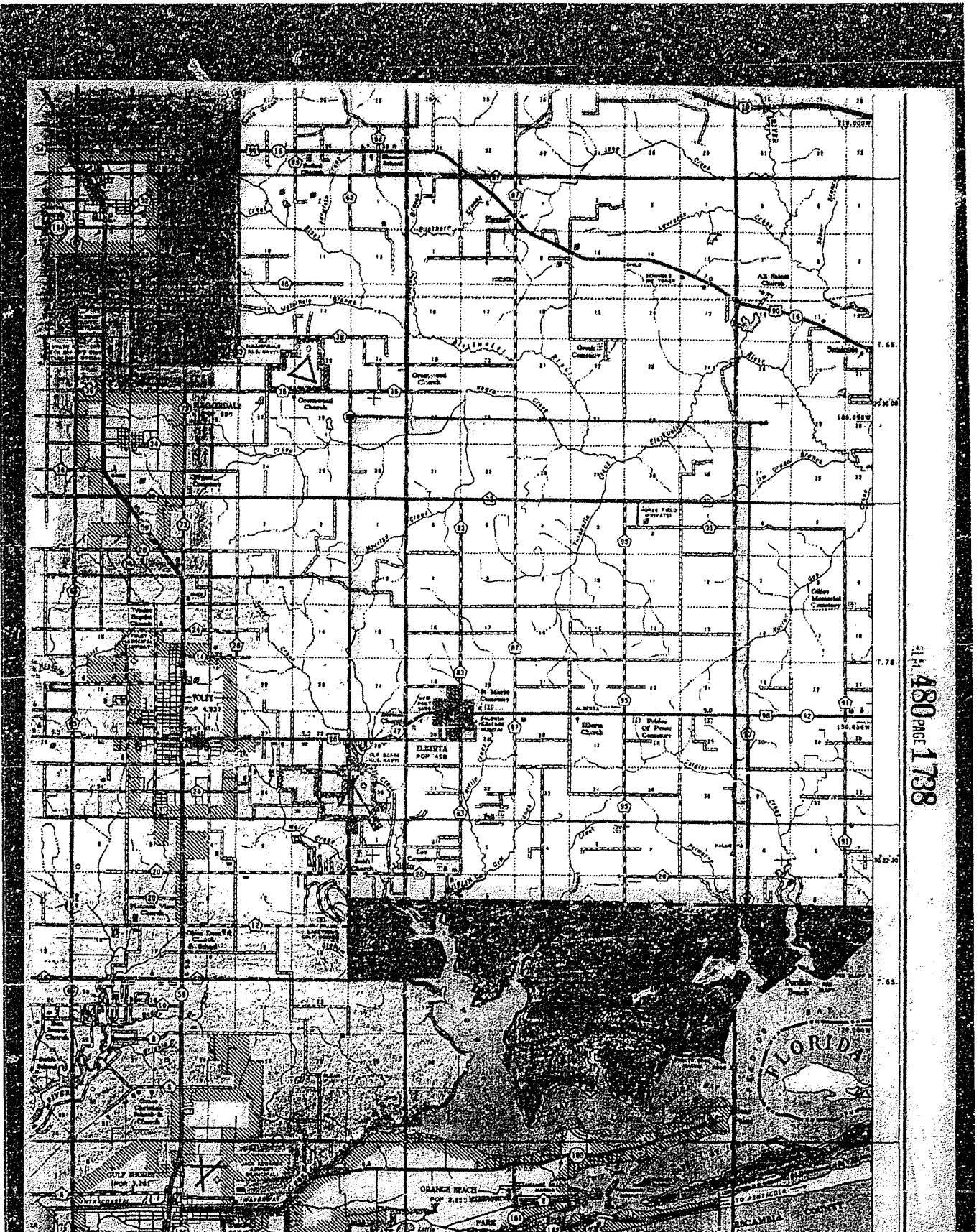


"EXHIBIT A"

Description of Planning Jurisdiction FOR THE TOWN OF ELBERTA

Beginning at the Northwest Corner of the Southwest Quarter of Section 25, T-6-S, R-4-E, Baldwin County, Alabama, the Point of beginning; then run East along the Half Section Lines to the Northeast Corner of the Northwest Quarter of the Southwest Quarter of Section 30, T-6-S, R-6-E; then run South along the Quarter Section Lines to the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 7, T-8-S, R-6-E; then run West along the Half Section Lines to the Southwest Corner of the Northwest Quarter of Section 12, T-8-S, R-5-E; then run North along the Section Lines to the Northwest Corner of the Southwest Quarter of Section 25, T-6-S, R-4-E, the Point of Beginning.

480 PAGE 1737



EXCERPT OF OCTOBER 6, 1992
BCC MEETING MINUTES

219

PETITION
TO THE
BALDWIN COUNTY COMMISSION
FROM THE
PROPERTY OWNERS ON BRYANT'S LANDING ROAD

We the undersigned property owners, hereby respectfully request that the Baldwin County Commission accept the road maintenance on Bryant's Landing Road, Stockton.

(NOTE: The road is 1/2 mile in length and has a firm gravel/clay base.)

Thank you very much.

Unanimous.

The Public Works Engineer reappeared before the commission and informed them that he was contacted by Mr. Frank Courson, Secondary Roads Engineer on September 28, 1992, once again request Baldwin County to pave the parking lot of the Bradford Mental Health Building Parking Lot in Daphne. This request has no time restraint and is in the amount of \$11,563.00 which can be applied as matching funds for FAS Projects. Commissioner Ward asked the Public Works Engineer what was included in the cost in which Mr. Dorgan said labor and equipment. Motion by Commissioner Ward, seconded by Commissioner Foreman, to honor the request of the Secondary Roads Engineer and paving the parking lot of the Bradford Mental Health Building Parking Lot in Daphne in the amount of \$11,563.00 which can be applied as matching funds for FAS Projects. Unanimous.

Motion by Commissioner Foreman, seconded by Commissioner Ward, to accept and approve the following "Resolution for Planning Jurisdiction between the Baldwin County Commission and the Town of Elberta:

RESOLUTION
FOR
PLANNING JURISDICTION
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND
THE TOWN OF ELBERTA

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION" and THE TOWN OF ELBERTA, hereinafter referred to as "the MUNICIPALITY" desire to enter into an agreement concerning the areas of their respective planning jurisdictions, with the COMMISSION having responsibility for their review of subdivisions in the unincorporated areas of the County planning jurisdiction of any other municipality in Baldwin County, and the MUNICIPALITY having particular responsibility for the review of subdivisions located inside its corporate limits and all land lying within its planning jurisdiction; and

WHEREAS, State law authorizes a municipality to exercise such planning jurisdiction up to five (5) miles outside its corporate limits and not located in any other municipality;

NOW, THEREFORE, THE COMMISSION AND THE MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY'S planning jurisdiction shall include all land located inside its corporate limits and all land lying beyond its corporate limits as described on the attached "EXHIBIT A" and not located in any other municipality; provided, however, that the, MUNICIPALITY may extend the territorial jurisdiction for planning to all land lying within five (5) miles of the corporate limits of the MUNICIPALITY and to any other territory which may be included on amendment of existing law, and not located in any other municipality, by adoption of a resolution extending said territorial jurisdiction, and submission of same to the COMMISSION which shall concur in such jurisdiction extension to the limit allowed by current law at its next meeting following receipt of the MUNICIPALITY'S resolution.

2. The MUNICIPALITY will exercise review authority over all subdivision developments within the area described in Exhibit A; provided, however, that if any part of a proposed subdivision lies within the MUNICIPALITY'S planning jurisdiction as described in "EXHIBIT A", then the MUNICIPALITY and not the COMMISSION will have responsibility for review of said subdivision.

3. The MUNICIPALITY will submit a copy of each plat approved within its extraterritorial planning jurisdiction to the County Engineer for his approval as required in Section 11-52-30 of the Code of Alabama, prior to such plan being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements, whether of the municipality or of the county, must be complied with by the developer.

4. The COMMISSION will exercise review authority through the Baldwin County Commission over all subdivision developments lying outside the MUNICIPALITY'S planning jurisdiction of any other municipality in Baldwin County; provided that, where a proposed subdivision lies partly in the COMMISSION'S planning jurisdiction and partly in the MUNICIPALITY'S planning jurisdiction, it shall be the MUNICIPALITY'S responsibility to review said subdivision as described in Item 2 above.

5. Upon execution of agreements between the COMMISSION and each municipality in Baldwin County, The COMMISSION will have prepared a map delineating the respective planning jurisdictions of the COMMISSION and each municipality in Baldwin County, which map shall be incorporated into this agreement and become a part of it.

6. A copy of this agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the municipalities for the exercise of subdivision development controls shall be filed with the Judge of Probate of Baldwin County.

7. This agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as it is mutually abolished by the COMMISSION and the MUNICIPALITY, or determined by proper authority to be invalid or inconsistent with State law.

8. It is expressly understood that this agreement can be modified or amended by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is deemed necessary.

9. Adoption:

FOR: THE BALDWIN COUNTY COMMISSION

BY Michael Allegri, s/s October 6, 1992
Chairman DATE

BY Jerry Boyington, s/s SEAL
Attest

FOR: THE TOWN OF ELBERTA

BY Joe W. Cotton, Jr. s/s October 2, 1992
Mayor DATE

BY Sandy Germany s/s SEAL
Attest

"EXHIBIT A"

Description of Planning Jurisdiction
FOR
THE TOWN OF ELBERTA

Beginning at the Northwest Corner of the Southwest Quarter of Section 25, T-6-S, R-4-E, Baldwin County Alabama, the Point of beginning; then run East along the Half Section Lines to the Northeast Corner of the Northwest Quarter of the Southwest Quarter of Section 30, T-6-S, R-6-E; then run South along the Quarter Section Lines to the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 7, T-8-S, R-6-E; then run West along the Half Section Lines to the Southwest Corner of the Northwest Quarter of Section 12, T-8-S, R-5-E; then run North along the Section Lines to the Northwest Corner of the Southwest Quarter of Section 25, T-6-S, R-4-E, the Point of Beginning.

Unanimous.

Motion by Commissioner Burt, seconded by Commissioner Foreman, to comply with the request of the Highway Manager on Smith Road in Whitehouse Forks as follows as this is an existing county maintained road:

1. The existing right-of-way be staked by the Engineering Department.
2. Construct roadbed.
3. Replace crossdrain pipe.
4. Add a suitable gravel topping.

Unanimous.

Motion by Commissioner Foreman, seconded by Commissioner Burt, to conduct temporary maintenance on Truck Trail 17. Unanimous.

Motion by Commissioner Allen, seconded by Commissioner Morrow, to accept the recommendation of the Baldwin County Library System and reappoint Ms. Karla Fields and Mr. Oscar Rich for a four (4) year term commencing October 1, 1992 and ending October 1, 1996 on the Baldwin County Library System Board of Directors. Unanimous.

Motion by Commissioner Ward, seconded by Commissioner Foreman, to correct the minutes of the June 4, 1991 Baldwin County Commission meeting and make the following memorandum dated November 19, 1990 from Claude Earl Fox, M.D., M.P.H., State Health Office retroactive to June 4, 1991:

November 19, 1990

M E M O R A N D U M

TO: Assistant State Health Officers,
District and Local Health Officers,
Health Services Administrators,
Area Disease Control Coordinators,
Area and County Nursing Directors,
Area Immunization Manager, and
Area and County Clerical Directors

FROM: Claude Earl Fox, M.D., M.P.H.
State Health Officer

RE: Immunization Program Changes

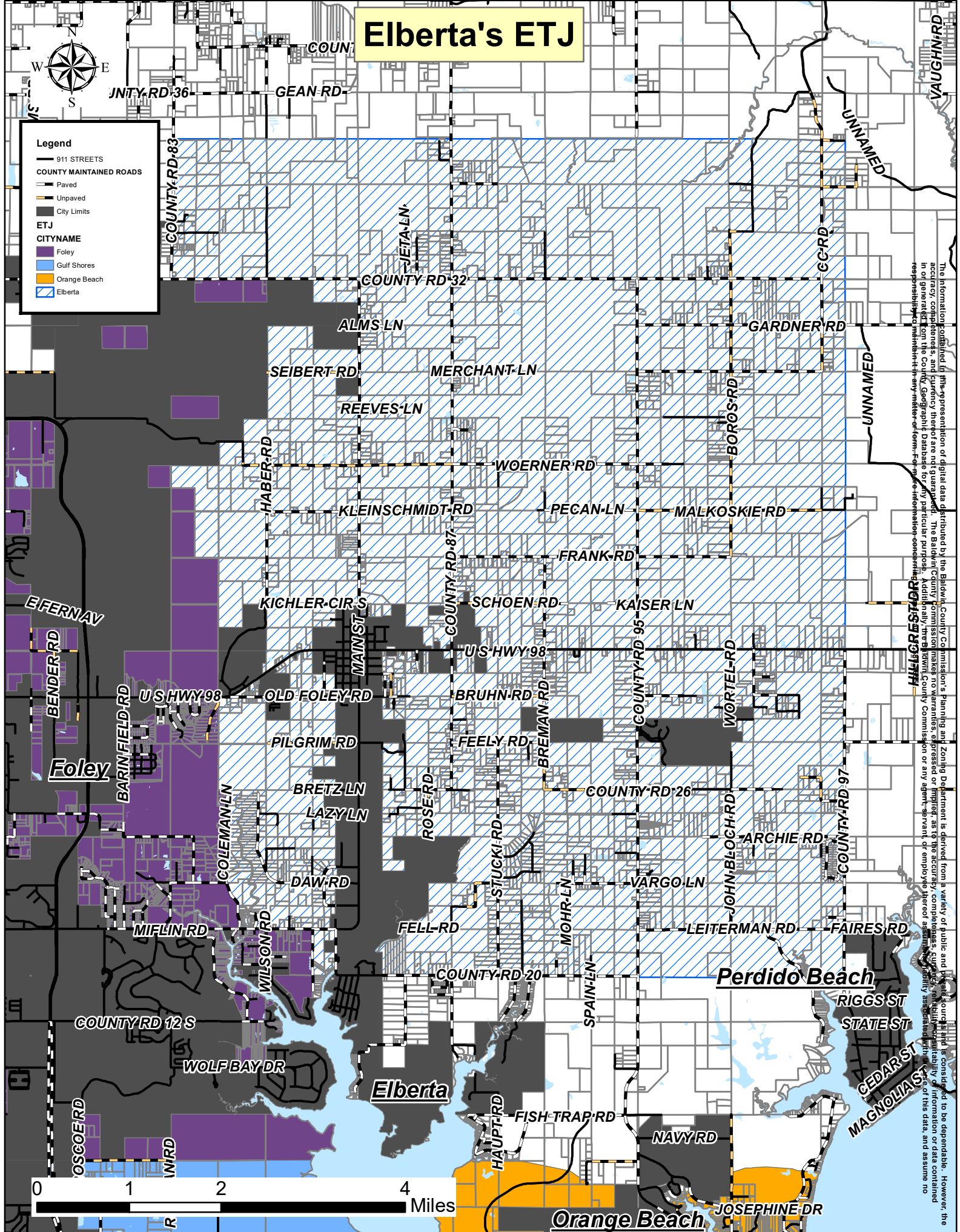
At its November 14, 1990, meeting, the State Committee of Public Health adopted two policies which will significantly impact the provision of vaccines through county health departments.

(1) Second-dose measles vaccine will be limited in all counties to children in grades K-12 who are required by state rules to obtain a second dose of measles vaccine and to college students who are being vaccinated as part of a measles re-vaccination effort. Thus, health department second-dose measles vaccination will only be available to individuals currently enrolled in sixth and twelfth grades, children entering kindergarten, sixth and twelfth grades in the fall of 1991 and students currently enrolled or entering college in the fall of 1991. Student sin grades for which vaccination is not

Elberta's ETJ



- Legend**
- 911 STREETS
 - COUNTY MAINTAINED ROADS
 - Paved
 - Unpaved
 - City Limits
 - ETJ
 - CITYNAME
 - Foley
 - Gulf Shores
 - Orange Beach
 - Elberta



The information contained in the 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, accuracy, completeness, and currency cannot be guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability of information or data contained herein. The County Geographic Database is a particular product of the Baldwin County Commission or its agents, servants, employees, hired consultants, or other parties associated with the County.



Baldwin County Commission

Agenda Action Form

File #: 21-0687, **Version:** 1

Item #: HA1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/6/2021

Item Status: Addendum

From: Ronald Cink, Budget Director; Cian Harrison, Clerk Treasurer

Submitted by: Ronald Cink, Budget Director

ITEM TITLE

Request for Proposals (RFP) for Additional Line of Credit Associated with Hurricane Sally Repairs

STAFF RECOMMENDATION

Authorize staff to prepare and issue Request for Proposals (RFP) to financial institutions for additional line of credit associated with Hurricane Sally repairs.

BACKGROUND INFORMATION

Previous Commission action/date: December 1, 2020

Background: On December 1, 2020, the Commission entered into a line of credit with Community Bank.

FINANCIAL IMPACT

Total cost of recommendation: \$30,000,000.00

Budget line item(s) to be used: Offset by FEMA and State EMA claims

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 by bond counsel and financial advisors

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: Once a bank is chosen, an item will be brought to the Commission for adoption.

Individual(s) responsible for follow up: Accounting/Finance and Budget Staff

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

Additional instructions/notes: N/A

REQUESTS FOR PROPOSALS

BALDWIN COUNTY, ALABAMA

April 6, 2021

Prospective Financial Institutions:

Baldwin County, Alabama, by and through the County Commission, its governing body (the "County"), is requesting proposals from interested financial institutions with respect to the direct placement and sale of the following revolving line of credit (the "Warrant"):

\$30,000,000.00

**Baldwin County, Alabama
General Obligation Taxable Warrant
Series 2021**

Prospective lenders may submit one or more responses for the Warrant at their option. The Warrant is described in greater detail in the Warrant Specifications attached hereto. In addition to the Warrant Specifications, the following general terms shall apply to the Warrant:

Revolving Line of Credit: The Series 2021 Warrant shall evidence a revolving line of credit pursuant to which the County may borrow, pay, reborrow, and repay so long as the maximum principal outstanding at any one time does not exceed the maximum principal amount of the Warrant.

Dated Date: The Warrant shall be dated the date of delivery.

Security: The Warrant shall be a general obligation of the County to which its full faith and credit will be pledged. The County will not offer any physical collateral or special revenue pledge for the Warrant.

Interest Computation: Interest shall be computed on the basis of a 360 day year of 12 consecutive 30 day months.

No Offering or Disclosure Document/Audits Available: The County will not provide an Official Statement or other offering or disclosure document. The County's most recent audit is available to the public on the EMMA website (www.emma.msrb.org).

No Ratings/CUSIP: The County will not apply for a rating on the Warrant from any credit rating agency. The County will not obtain a CUSIP number for the Warrant, and the Warrant will not be payable through the Book-Entry System of the Depository Trust Company.

No Insurance/Credit Enhancement: The County will not apply for municipal bond insurance or any other form of supplemental credit enhancement for the Warrant.

No Federal Tax Exemption: Interest on the Warrant will be includable as gross income for federal income taxation purposes. However, interest on the Warrant is expected to be exempt from State of Alabama income taxation.

Not Bank-Qualified: The Warrant will not be “bank-qualified” for purposes of Section 265 of the Internal Revenue Code of 1986, as amended.

Assignment/Transfer: The selected lender may not assign or transfer the Warrant in violation of federal or state securities laws, and any participation or syndication of the Warrant must comply with the terms for such arrangements described hereafter under "Participation/Syndication."

Participation/Syndication: The selected lender may elect to participate or syndicate the Warrant in accordance with all applicable federal and state securities and banking laws; provided, however, that the County shall have no additional liability, responsibility, or obligation to any party other than the selected lender. The County shall not be required to provide any information, or make any payment, to any participant other than the selected lender.

Fees and Expenses: The County shall be responsible for paying the costs of bond counsel and other miscellaneous expenses of issuing the Warrant; however, all expenses incurred by the selected lender with respect to responding to or closing on the Warrant, including their counsel, shall be the sole expense of the selected lender. **All rates quoted must be inclusive of all fees, charges, and expenses, including origination fees, of the prospective lender.**

Paying Agent: The County will select the paying agent for the Warrant.

Investment Letter: The selected lender for the Warrant will be required to execute a customary investment letter to the effect that the Warrant is a restricted security, and that such lender is purchasing the Warrant for its own account and has been provided with, and is capable of (to its necessary satisfaction), assessing the credit of the County prior to deciding whether to purchase the Warrant. The County will include language, at the selected lender's request and approved by the County, to the effect that such lender is (i) purchasing the Warrant as a means to making a loan for purposes of applicable banking regulations, and (ii) not serving as the County's Municipal Advisor.

Legal Opinion: Bradley Arant Boult Cummings LLP will provide a customary opinion with respect to the validity, enforceability and authorization of the Warrant.

Warrant Form: The selected lender of the Warrant will receive a single registered warrant executed and delivered by the County.

Warrant Resolution: All terms and conditions for the Warrant will be contained in the resolution of the County authorizing the Warrant and will be drafted by Bond Counsel and be subject to the approval of the County.

Prohibited Covenants: No response may contain covenants requiring the County to (i) initiate or maintain a depository relationship, (ii) maintain a particular credit rating with any credit rating agency, (iii) grant to the selected lender better terms that may hereafter granted by the County to other subsequent creditors, or (iv) provide the selected lender with a minimum investment yield or return on the Warrant. The County may in its sole discretion reject any response with special conditions.

Prohibited Structures: No response may contain structures which employ (i) derivatives, i.e., interest rate exchange agreements or other mechanisms whereby the interest rate is synthetically fixed, (ii) puts, whereby the selected lender may "put" the Warrant back to the County or otherwise require the County to purchase the Warrant from the selected lender upon the occurrence of any condition, or (iii) "make-whole provisions," designed to compensate the selected lender in the event of a redemption or payment of the Warrant prior to maturity.

Overdue Interest: In the event the County fails to timely pay any payment on the Warrant, principal on the Warrant will continue to bear interest at the current of rate interest for the Warrant. There shall be no interest on overdue payments of interest.

Remedies; Events of Default: The sole remedy of the selected lender and/or holder of the Warrant upon a default by the County shall be the right of mandamus. In no event shall the selected lender and/or holder have any rights of acceleration, rights to appointment of a receiver, or other rights or remedies upon a default by the County, nor shall a default result in any change in the interest rate on the Warrant. No events of default but for those described in the Warrant Resolution for the Warrant will be permitted.

No Additional Conditions: Prospective lenders may not condition responses on any additional terms or conditions, regardless of custom. No special rate covenants, default (or cross-default) provisions, acceleration provisions, or rights to receivers upon default may be proposed by any lender or made as a condition to a response for any reason whatsoever.

Financial Reporting: The County will post its audit for each fiscal year ending September 30 on the EMMA website each year as and when available. No event of default may be conditioned upon the obligation of the County to provide any financial reporting.

Response Form/All Responses Final: All responses must be unconditional and contained on the Response Form provided herein for the Warrant. ALL RESPONSES SHALL BE FINAL AS OF THE DATE SUBMITTED AND THE PROSPECTIVE LENDER AGREES THAT ANY RESPONSE MAY BE UNCONDITIONALLY ACCEPTED BY THE COUNTY ON SUCH DATE.

County's Right to Reject All Responses: The County may reject a response for any reason it so deems in its sole discretion. The County may also waive any irregularity in any response or accept any response for any reason it so deems in its sole discretion.

Deadline for Submitting Responses: Responses must be forwarded to the following parties no later than 5:00 PM Central on April 15, 2021: Cian Harrison at cian.harrison@baldwincountyal.gov, Ron Cink at rcink@baldwincountyal.gov, Ken Funderburk at funderburkk@stifel.com and Reid Cavnar at cavnarr@stifel.com

Questions: Requests for further information or clarification should be communicated solely to Baldwin County (care of Cian Harrison at cian.harrison@baldwincountyal.gov or 251-937-0303).

Closing: The closing of the Warrant is subject to the approval and adoption by the County of the Warrant Resolution for the Warrant. Following the receipt of responses, the County expects to award and authorize the Warrant at its regular Commission meeting on April 20, 2021, and to close the transaction on April 29, 2021.

Closing Papers; Transcript. The lender will receive a transcript of the executed financing documents. The County will provide, as part of the transcript, customary closing and delivery papers including a Certificate of County Officers, Debt Certificate of the County, and a Receipt for Warrant to be signed by the lender.

Attached hereto are the Warrant Specifications and Response Form. Such documents may be amended by the County to complete the final pricing terms and as may otherwise be determined by the County in its sole discretion.

WARRANT SPECIFICATIONS

\$30,000,000.00
Baldwin County, Alabama
General Obligation Taxable Warrant
Series 2021

Purpose: The proceeds of the Series 2021 Warrant will be used to pay current County expenses in anticipation of the receipt of funds from the Federal Emergency Management Agency related to costs incurred from Hurricane Sally (and other natural disasters that may occur while the Series 2021 Warrant is outstanding).

Debt Service: Interest on the Series 2021 Warrant will be payable quarterly on January 1, April 1, July 1, and October 1 in each year. Principal will be payable on the Maturity Date.

Revolving Line of Credit: The Series 2021 Warrant shall evidence a revolving line of credit pursuant to which the County may borrow, pay, reborrow, and repay principal sums, so long as the maximum principal outstanding at any one time does not exceed the maximum principal amount of the Series 2021 Warrant.

Interest Rates Quotes Requested: Fixed or Variable

Maturity Date: 1 or 2 years, as specified by the lender

Optional Redemption: The Series 2021 Warrant may be prepaid at any time at the option of the County.

Response Form: All responses shall be submitted on and pursuant to the Response Form attached hereto as **Exhibit A**.

The County reserves the right to reject or accept any response, and will select the lender in its sole discretion.

EXHIBIT A

RESPONSE FORM – SERIES 2021 WARRANT

RESPONSE FORM

\$30,000,000
Baldwin County, Alabama
General Obligation Taxable Warrant
Series 2021

Responses must be forwarded to the following parties no later than 5:00 PM Central on April 15, 2021: Cian Harrison at cian.harrison@baldwincountyal.gov, Ron Cink at rcink@baldwincountyal.gov, Ken Funderburk at funderburkk@stifel.com and Reid Cavnar at cavnarr@stifel.com

Name of Respondent Financial Institution: _____

Respondent's Street Address: _____

Name of Respondent Financial Institution's Designated Contact Person: _____

Contact Person's Phone Number: _____

Contact Person's Email Address: _____

In response to your Request for Proposals, and following the completion of our credit underwriting process, and taking into account all of the terms and conditions specified by you in the aforesaid Request for Proposals and the Warrant Specifications for the above-referenced warrant, we are pleased to quote to you without condition the following:

	Response #1	Response #2	Response #3	Response #4
Maturity Date:				
Interest Rate:				

Signed,

On Behalf of Respondent Financial Institution