



BALDWIN COUNTY COMMISSION AGENDA

Baldwin County Administration Building
Commission Chambers
Bay Minette, Alabama

December 6, 2016
8:30 AM

Public Hearings commence at 9:00 AM

All supporting documentation for the items contained in this Agenda can be viewed at
<http://openmeetings.baldwincountyal.gov/>

After original publication, all replacement items, additional attachments and handouts are denoted by an asterisk (**).

ITEM # BUSINESS

A WELCOME, INVOCATION, PLEDGE OF ALLEGIANCE AND ADOPTION OF MEETING MINUTES:

AA GENERAL

AA1 [Welcome, Invocation and Pledge of Allegiance](#)

Welcome by Frank Burt, Jr., Vice Chairman

Invocation by Monsignor Stephen Martin,
Saint Bartholomew Catholic Church, Elberta

Pledge of Allegiance

Christmas Carols Performed by First Baptist Church Child
Development Center

AA2 [Adoption of November 15, 2016, Regular Meeting Minutes](#)

B CONSENT AGENDA:

BA ADMINISTRATION

BA1 [Designation/Appointment of Commissioners to Various Boards](#)

BA2 [Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2016-2017 County Budget](#)

BA3 [Gateswood Volunteer Fire Department Annual Christmas Parade](#)

BB BUDGET/PURCHASING

BB1 [Competitive Bid #WG16-02A - Provision of Tree Removal and Disposal Services for the Baldwin County Commission](#)

BB2 [Competitive Bid #WG17-01 - Provision of Motorgrader Blades for the Baldwin County Commission](#)

BB3 [Competitive Bid #WG17-02 - Provision of Roadway Pipe for the Baldwin County Commission](#)

BB4 [Competitive Bid #WG17-03 - Provision of Fence Installation and Repair on County Right-of-Ways for the Baldwin County Commission](#)

BB5 [Competitive Bid #WG17-04 - Provision of Police Vehicle Equipment \(Brake Rotors\) for the Baldwin County Commission](#)

BB6 [Competitive Bid #WG17-06 - Purchase and Installation of Audio/Video System at the Baldwin County Emergency Management Agency Located in Robertsedale, Alabama](#)

BB7 [Competitive Bid #WG17-07 - Provision of Rental Equipment for the Baldwin County Commission](#)

BB8 [Purchase and Installation of HVAC Chiller Coil and Controls at the Baldwin County Courthouse Located in Bay Minette, Alabama for the Baldwin County Commission](#)

BB9 [Sale of One \(1\) Surplus Vehicle for the Baldwin County Commission](#)

BB10 [Relocation of the Little Red School House to Bicentennial Park](#)

BC BUILDING INSPECTION

BC1 [Resolution #2017-036 - Naming of Roads within Unincorporated Baldwin County](#)

BD ELECTED OFFICIALS

BD1 [Software License and Related Professional Services Agreement between Baldwin County Commission and Data Cloud Solutions, LLC - MobileAssessor](#)

BD2 [Revenue Commission - Employment of One \(1\) Assessment Support Technician I Position and Employment of Two \(2\) Real Property Appraiser Trainee Positions](#)

BE ENVIRONMENTAL MANAGEMENT

BE1 [Baldwin Clean Sweep - March 4, 2017](#)

BF FINANCE AND ACCOUNTING

BF1 [Publication of Annual Fiscal Year 2016 Unaudited Financial Statement Once in All Gulf Coast Newspapers](#)

BF2 [Resolution #2017-034 - Severe Weather Preparedness Tax Holiday 2017](#)

BG HIGHWAY

BG1 [Cliff's Landing Public Boat Ramp - Lease, Construction and Maintenance Agreement with State of Alabama Department of Conservation and Natural Resources \(ADCNR\)](#)

BH PERSONNEL

BH1 [Baldwin County Personnel Appeals Board - Board Appointment](#)

BH2 [BRATS Department - Personnel Changes](#)

BH3 [Highway Department \(Mowing Crew\) - Employment of One \(1\) Operator Technician I Position](#)

BH4 [Solid Waste Department \(Collections\) - Employment of Two \(2\) Solid Waste Technician Positions](#)

C AWARDS, RECOGNITIONS, PRESENTATIONS, ETC.:

CA GENERAL

CA1 [Presentation Acknowledging Magnolia Landfill as Recipients of the Wm. Gerald Hardy Landfill of the Year Award in the Public Municipal Solid Waste \(MSW\) Category from the Alabama Department of Environmental Management \(ADEM\)](#)

D PUBLIC HEARINGS:

DA ADMINISTRATION

DA1 [Case No. LV-16009 - Alcohol License Transfer Application for Hari 1, LLC d/b/a Fish River Food Mart](#)

E COMMITTEE REPORTS:

EA FINANCE/ADMINISTRATION DIVISION:

EA1 [Payment of Bills](#)

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

F ELECTED OFFICIAL REQUESTS:

G OTHER STAFF RECOMMENDATIONS:

GA BUILDING INSPECTION

GA1 [New Road Name - Unnamed Road off County Road 112 to Denton Ford Road](#)

GB JUVENILE DETENTION

GB1 [Department of Youth Services \(DYS\) Part 1 and Part 2 Grant/Subsidy Agreement Fiscal Year 2016-2017](#)

GC PERSONNEL

GC1 [Personnel Appeals Board Decision - Employee #183590](#)

GC2 [Request for Leave of Absence](#)

H COMMISSIONER REQUESTS:

HA COMMISSION DISTRICT 1

HB COMMISSION DISTRICT 2

HC COMMISSION DISTRICT 3

HD COMMISSION DISTRICT 4

I ADDENDA:

J ADMINISTRATIVE REPORT:

K COUNTY ATTORNEY'S REPORT:

L ANNOUNCEMENTS:

M PUBLIC COMMENT:

N PRESS QUESTIONS:

O COMMISSIONERS COMMENTS:

P ADJOURNMENT:

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - ADMINISTRATION
Item Status:	New
Submitted By:	Anu Gary
From:	Ronald J. Cink, County Administrator
ITEM TITLE	
Designation/Appointment of Commissioners to Various Boards	
STAFF RECOMMENDATION	
<p>Take the following actions:</p> <p>1) Appoint Chairman Chris Elliott to various boards and for the term of office as Chairman of the Baldwin County Commission (November 1, 2016, to November 6, 2017), as follows:</p> <p>Baldwin County Department of Archives and History Advisory Board Baldwin County Pretrial Release and Community Corrections Board Historic Blakeley Authority South Alabama Rural Planning Organization</p> <p>2) Appoint Commissioner Tucker Dorsey, to a board and for the term of office as Industrial and Civic Division Commissioner (November 3, 2016, to November 6, 2017), as follows:</p> <p>Economic Development Authority Board</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>Alabama General Law, Baldwin County Local Law or other governing instrument requires the Chairman of the Baldwin County Commission to serve on various boards, as the Commission's representative, while serving as Chairman. Furthermore, Commissioners serve on various boards due to a variety of requirements or preferences.</p> <p>This item accomplishes the appointments of the Chairman and Commissioner(s) to various</p>	

boards.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	<p>Administration - Update Boards List</p> <p>Correspondence to Chairman Elliott and Commissioner Dorsey on appointments.</p> <p>Cc: Felisha Anderson on BC Department of Archives and History Board letter</p> <p>Cc: Sheriff Mack on BC Pretrial and Community Corrections Board letter</p> <p>Cc: Jo Ann Flirt, Director, on Historic Blakeley Authority letter Post Office Box 7279 Spanish Fort, Alabama 36577-7279</p> <p>Cc: Tom Piper, Senior Transportation Planner, on South Alabama Rural Planning Organization letter South Alabama Regional Planning</p>

	<p>Commission P.O. Box 1665 Mobile, Alabama 36633</p> <p>Cc: Lee Lawson on BCEDA letter</p>
ATTACHMENTS	
<ol style="list-style-type: none"> 1. Baldwin County Department of Archives and History Advisory Board.pdf 2. Baldwin County Pretrial Release and Community Corrections Board.pdf 3. Historic Blakeley Authority.pdf 4. South Alabama Rural Planning Organization - RPO.pdf 5. Economic Development Authority Board.pdf 	
APPROVALS	
Budget	
Personnel	
Administration	Anu Gary 11/23/2016 2:03:07 PM
Chairman and County Administrator	Chris Elliott 11/28/2016 9:56:17 AM

12/6/2016 Item BA1
BALDWIN COUNTY DEPARTMENT OF ARCHIVES AND HISTORY
ADVISORY BOARD

General Board Information:

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

Board composed of:

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

Historical Board Subject Information:

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

I.

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

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

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

II.

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

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

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

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

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

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Tucker Dorsey Baldwin County Commission 312 Courthouse Square Bay Minette, AL 36507	Appointed 11/03/2015 to replace previous Chairman Charles Gruber	Term as Chairman	10/31/2016

REVISED: 11/03/2015 - akg

BALDWIN COUNTY PRETRIAL RELEASE AND COMMUNITY CORRECTIONS BOARD

General Board Information:

Statutory authority - Act No. 2005-135

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

Composition of Board:

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

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

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Tucker Dorsey, Chairman 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	Appointed 11/03/2015 to replace previous Chairman Charles Gruber	Term as Chairman	10/31/2016

REVISED: 11/03/2015 - akg

HISTORIC BLAKELEY AUTHORITY

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

General Board Information:

Board is composed of twenty-one (21) members

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

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Tucker Dorsey, Chairman 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	Appointed 11/03/2015 to replace previous Chairman Charles Gruber	Term as Chairman	10/31/2016

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

REVISED: 11/03/2015 - akg

SOUTH ALABAMA RURAL PLANNING ORGANIZATION (RPO)

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

General Board Information:

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

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

Policy Committee

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

Technical / Citizens Advisory Committee

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

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

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Tucker Dorsey, Chairman 312 Courthouse Square, Suite 12 Bay Minette, AL 36507 Member of the Policy Committee	Appointed 11/03/2015 to replace previous Chairman Charles Gruber	*	10/31/2016
Vince Jackson Baldwin County Planning Director Member of the Technical/Citizens Advisory Committee	11/15/2011	**	**
Cal Markert Baldwin County Engineer Member of the Technical/Citizens Advisory Committee	05/01/2007	**	**

SOUTH ALABAMA RURAL PLANNING ORGANIZATION (RPO) – Cont.

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

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

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

***REVISED: 11/03/2015 - akg**

ECONOMIC DEVELOPMENT AUTHORITY BOARD

General Board Information:

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

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Charles F. Gruber, Commissioner 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	Appointed 11/03/2015 (This appointment also serves as an Honorary Member of the Baldwin County Economic Development Alliance, Inc.)	Term of Office as Industrial and Civic Division Commissioner	10/31/2016
VACANT POSITION As a result of the BCC not appointing anyone during the 02/15/2005 BCC meeting to replace former Commissioner Mary Frances Stewart	Appointed 11/19/2002 to replace Commissioner Frank Burt, Jr. with said term to become effective on 12/31/2002	1 year	12/31/2003

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

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

***REVISED: 11/03/2015 - akg**

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - ADMINISTRATION
Item Status:	New
Submitted By:	Christie Davis
From:	Ron Cink, County Administrator/Budget Director
ITEM TITLE	
Appropriation Agreements Aligned to the Baldwin County Fiscal year 2016-2017 County Budget	
STAFF RECOMMENDATION	
<p>As related to, and as authorized by, the Baldwin County Fiscal year 2016-2017 Budget (Resolution #2016-117 and Resolution #2016-118), execute Agreements between the Baldwin County Commission and the below indicated entities to appropriate county public funds for activities benefiting a myriad of public purposes as set forth within each Agreement, respectively, said entities as follows:</p> <ol style="list-style-type: none"> 1) Baldwin County Soil and Water Conservation District (not to exceed \$64,438) 2) Alabama Cooperative Extension Service (not to exceed \$53,854 as conveyable and \$2,400 as non-conveyable) 3) Bay Minette Rotary Club (not to exceed \$500) <p>The term, respectively, of each Agreement shall commence October 1, 2016, and expire September 30, 2017, and may be terminated per the parameters set forth therein.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
As contained within the Baldwin County Fiscal Year 2016-2017 Budget, there are numerous appropriations approved to be issued to several entities to serve public purposes. Agreements are attached to this agenda item for each entity.	
FINANCIAL IMPACT	

Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	See above Staff Recommendation
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	
Balance remaining in the line item after recommended expenditure:	
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	Yes
Does this documentation require County Attorney's review and approval?	Yes
Has the documentation been reviewed and approved by the County Attorney?	Yes
Is this routine documentation reviewed and approved by Department Head?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Administration, send correspondence to: 1) Bill Penry, Chairman Baldwin County Soil and Water Conservation District 207 Faulkner Drive Bay Minette, AL 36507 2) Susan F. Wingard Alabama Cooperative Extension Service Baldwin County Office

	<p>302A Byrne Street Bay Minette, AL 36507</p> <p>3) Bay Minette Rotary Club Bay Minette Rotary Village 221 McMillan Road Bay Minette, AL 36507</p>
ATTACHMENTS	
<p>1. Baldwin County Soil and Water Conservation District (FY 2016-2017).doc 2. Alabama Cooperative Extension Service (FY 2016-2017).doc 3. Bay Minette Rotary Club (FY 2016-2017).doc</p>	
APPROVALS	
Budget	Christie Davis 11/28/2016 9:27:43 AM
Personnel	
Administration	Keri Green 11/28/2016 10:26:12 AM
Chairman and County Administrator	Chris Elliott 11/28/2016 3:51:28 PM

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the BALDWIN COUNTY SOIL AND WATER CONSERVATION DISTRICT (hereinafter referred to as “BC SOIL AND WATER CONSERVATION DISTRICT”) is a governmental subdivision of the State of Alabama and public body corporate and politic organized in accordance with, and exercising those powers conferred by, Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975); and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as “COMMISSION”) remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the public powers exercised by the BC SOIL AND WATER CONSERVATION DISTRICT as authorized at Section 9-8-25 of the Code of Alabama (1975) including the authority for the BC SOIL AND WATER CONSERVATION DISTRICT to cooperate or enter into agreements with any agency, governmental or otherwise, or any owner or occupier of lands within the BC SOIL AND WATER CONSERVATION DISTRICT in the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT; and

WHEREAS, furthermore, in recognition of the aforementioned, the COMMISSION, by and through their Baldwin County Fiscal Year 2016-2017 Budget, approved a one-time total funding appropriation of Sixty-four Thousand Four Hundred Thirty-eight Dollars (\$64,438.00) to aid the BC SOIL AND WATER CONSERVATION DISTRICT in the continuation of its public purposes in Baldwin County, Alabama, as enumerated at Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975), specifically, as funding assistance for the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT, which includes the geographic limits of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama; and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the BC SOIL AND WATER CONSERVATION DISTRICT respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*. 631 So. 2d 953 (Ala. 1994).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
2. The BC SOIL AND WATER CONSERVATION DISTRICT shall continue to carry on erosion control and prevention operations within the geographic limits

of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama.

3. All BC SOIL AND WATER CONSERVATION DISTRICT facilities, services and activities shall be made available to the general public.
4. The BC SOIL AND WATER CONSERVATION DISTRICT shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.
5. The COMMISSION shall assist the BC SOIL AND WATER CONSERVATION DISTRICT by providing a one-time total funding appropriation of Sixty-four Thousand Four Hundred Thirty-eight Dollars (\$64,438.00) to be used specifically as funding assistance for the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT, which includes the geographic limits of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama, and in the furtherance of its public purposes in Baldwin County, Alabama, as enumerated at Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975).
6. The BC SOIL AND WATER CONSERVATION DISTRICT expressly agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time total funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the BC SOIL AND WATER CONSERVATION DISTRICT, in a manner consistent with this Agreement.
7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the BC SOIL AND WATER CONSERVATION DISTRICT on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the BC SOIL AND WATER CONSERVATION DISTRICT is an agent of the COMMISSION.
8. To the fullest extent allowed by law, the BC SOIL AND WATER CONSERVATION DISTRICT shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the BC SOIL AND WATER CONSERVATION DISTRICT or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.

9. The BC SOIL AND WATER CONSERVATION DISTRICT shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."
10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
11. The BC SOIL AND WATER CONSERVATION DISTRICT agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:
 - a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.
 - b. File with the COMMISSION no later than June 1, 2017, a written report of its activities for the preceding period which commenced on October 1, 2016, to ensure the proper expenditure of the subject funding appropriation.
12. This Agreement, provided in the form as one (1) original instrument for the records of the BC SOIL AND WATER CONSERVATION DISTRICT and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the BC SOIL AND WATER CONSERVATION DISTRICT. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2016, and expiring September 30, 2017, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the BC SOIL AND WATER CONSERVATION DISTRICT. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BC SOIL AND WATER CONSERVATION DISTRICT.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

T. CHRISTOPHER ELLIOTT

As Its: Chairman

Date: _____

ATTEST:

RONALD J. CINK

County Administrator/Budget Director

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that T. CHRISTOPHER ELLIOTT, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator/Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

GIVEN under my hand and seal this the _____ day of _____, 2016.

NOTARY PUBLIC

My Commission expires: _____

BALDWIN COUNTY SOIL AND WATER CONSERVATION DISTRICT
207 Faulkner Drive
Bay Minette, Alabama 36507

BILL PENRY
As Its: Chairman
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that BILL PENRY, as Chairman of the Baldwin County Soil and Water Conservation District, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Baldwin County Soil and Water Conservation District, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Soil and Water Conservation District.

GIVEN under my hand and seal this the _____ day of _____, 2016.

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM (hereinafter referred to as “ACES”) is organized in accordance with, and exercising those powers conferred by, Section 2-30-1, *et seq.*, of the Code of Alabama (1975); and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as “COMMISSION”) remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that ACES serves as the primary outreach organization for the land-grant mission of Alabama A&M University and Auburn University, which delivers research-based educational programs that enable people to improve their quality of life and economic well-being, said research-based educational programs including, but not limited to, agriculture, forestry and natural resources, urban and nontraditional programs, family and individual well-being, community and economic development and 4-H and youth development; and

WHEREAS, to accomplish the aforementioned and in Baldwin County, Alabama, ACES maintains an office (hereinafter referred to as “ACES BALDWIN COUNTY OFFICE”), providing its research-based educational programs, in Baldwin County, Alabama, whereby ACES BALDWIN COUNTY OFFICE assists the general public of Baldwin County, Alabama, toward the fulfillment of ACES research-based educational programs which benefit the quality of life and economic well-being of the general public, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through its Baldwin County Fiscal Year 2016-2017 Budget, approved a one-time total funding appropriation of Fifty-three Thousand Eight Hundred Fifty-four dollars (\$53,854.00) to exclusively aid the ACES BALDWIN COUNTY OFFICE continue its research-based educational programs benefiting the quality of life and economic well-being of the general public of Baldwin County, Alabama, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama, and, furthermore, the COMMISSION set aside Two Thousand Four Hundred Dollars (\$2,400.00) to pay for internal costs related to the use of the county telephone system by the ACES BALDWIN COUNTY OFFICE in its continuance of the public purposes, in Baldwin County, Alabama, as enumerated at Section 2-30-1, *et seq.*, of the Code of Alabama (1975); and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to ACES respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

2. ACES shall continue to deliver research-based educational programs to, and which enable, the people of the State of Alabama to improve their quality of life and economic well-being, said research-based educational programs including, but not limited to, agriculture, forestry and natural resources, urban and nontraditional programs, family and individual well-being, community and economic development and 4-H and youth development.
3. ACES shall continue their provision of the ACES BALDWIN COUNTY OFFICE to provide its research-based educational programs, in Baldwin County, Alabama, to assist the general public of Baldwin County, Alabama, toward the fulfillment of ACES's research-based educational programs which benefit the quality of life and economic well-being of the general public, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama.
4. All ACES and ACES BALDWIN COUNTY OFFICE facilities, services and activities shall be made available to the general public.
5. ACES and ACES BALDWIN COUNTY OFFICE shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.
6.
 - a. The COMMISSION will convey to ACES a one-time total funding appropriation of Fifty-three Thousand Eight Hundred Fifty-four dollars (\$53,854.00) as financial assistance to be used exclusively by the ACES BALDWIN COUNTY OFFICE to aid the ACES BALDWIN COUNTY OFFICE continue its research-based educational programs benefiting the quality of life and economic well-being of the general public of Baldwin County, Alabama, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama; and
 - b. The COMMISSION will set aside Two Thousand Four Hundred Dollars (\$2,400.00) to pay for internal costs related to the use of the county telephone system by the ACES BALDWIN COUNTY OFFICE in their continuance of the public purposes as enumerated at Section 2-30-1, *et seq.*, of the Code of Alabama (1975), said Two Thousand Four Hundred Dollars (\$2,400.00) remaining separate and apart from the one-time total funding appropriation provided at Section 6. [a] of this Agreement and non-conveyable to ACES or the ACES BALDWIN COUNTY OFFICE.
7. ACES and the ACES BALDWIN COUNTY OFFICE, both, expressly agree not to use the one-time total funding appropriation set forth at Section 6 of this Agreement outside the purposes provided at Section 6 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 6 of this Agreement to aid any private or individual benefit or utilize the county telephone system for non-public purposes. It being expressly understood that the one-time total funding appropriation set forth at Section 6 of this Agreement, as provided by the COMMISSION, be conveyed by ACES to the ACES BALDWIN COUNTY OFFICE and utilized, by said ACES BALDWIN COUNTY OFFICE, in a manner consistent with this Agreement.
8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in ACES and / or the ACES BALDWIN COUNTY OFFICE on behalf of the COMMISSION. Furthermore, this

Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that ACES and / or the ACES BALDWIN COUNTY OFFICE is / are (an) agent(s) of the COMMISSION.

9. To the fullest extent allowed by law, ACES and the ACES BALDWIN COUNTY OFFICE shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 9 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by ACES, ACES BALDWIN COUNTY OFFICE or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 9 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.
10. ACES and the ACES BALDWIN COUNTY OFFICE shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."
11. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
12. ACES and the ACES BALDWIN COUNTY OFFICE agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:
 - a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.
 - b. File with the COMMISSION no later than June 1, 2017, a written report of its activities for the preceding period which commenced on October 1, 2016, to ensure the proper expenditure of the subject funding appropriation.
13. This Agreement, provided in the form as one (1) original instrument for the records of ACES and one (1) original instrument for the records of the ACES BALDWIN COUNTY OFFICE and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and ACES and the ACES BALDWIN COUNTY OFFICE. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement
14. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2016,

and expiring September 30, 2017, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and ACES and the ACES BALDWIN COUNTY OFFICE. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to ACES and the ACES BALDWIN COUNTY OFFICE.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

T. CHRISTOPHER ELLIOTT
As Its: Chairman
Date: _____

ATTEST:

RONALD J. CINK
County Administrator/Budget Director

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that T. CHRISTOPHER ELLIOTT, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator/Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____,
2016.

NOTARY PUBLIC
My Commission expires: _____

**ALABAMA EXTENSION SERVICE / ALABAMA
COOPERATIVE EXTENSION SYSTEM**

DR. GARY LEMME
As Its: Director
Date: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public, in and for _____ County, Alabama, and the State of Alabama, hereby certify that DR. GARY LEMME, as Director of the Alabama Extension Service / Alabama Cooperative Extension System, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Director of the Alabama Extension Service / Alabama Cooperative Extension System, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Alabama Extension Service / Alabama Cooperative Extension System.

GIVEN under my hand and seal this the _____ day of _____, 2016.

NOTARY PUBLIC
My Commission expires: _____

**ALABAMA EXTENSION SERVICE / ALABAMA
COOPERATIVE EXTENSION SYSTEM BALDWIN
COUNTY OFFICE
302A Byrne Street
Bay Minette, Alabama 36507**

SUSAN F. WINGARD
As Its: (Baldwin) County Extension Coordinator
Date: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public, in and for _____ County, Alabama, and the State of Alabama, hereby certify that SUSAN F. WINGARD, as the (Baldwin) County Extension Coordinator of the Alabama Extension Service / Alabama Cooperative Extension System, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such (Baldwin) County Extension Coordinator of the Alabama Extension Service / Alabama Cooperative Extension System, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of the Baldwin County Office of the Alabama Extension Service / Alabama Cooperative Extension System.

GIVEN under my hand and seal this the _____ day of _____, 2016.

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the BAY MINETTE ROTARY CLUB (hereinafter referred to as “BM ROTARY CLUB”), commonly known as Rotary International Club No. 7242 and located within the City of Bay Minette, Alabama, remains affiliated to their larger parent organization, known as Rotary International, which seeks to provide civic service to others, the promotion of high ethical standards, and the advancement of world understanding, goodwill, and peace through its fellowship of business, professional, and community leaders; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as “COMMISSION”) remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes the civic purposes for which the BM ROTARY CLUB was organized, said civic purposes strengthening the virtues of good citizenship, patriotism, and providing a venue for community service by individuals and businesses to promote and strengthen the civic fabric of the North Baldwin County, Alabama, community; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through its Baldwin County Fiscal Year 2016-2017 Budget, desires to provide a one-time total funding appropriation of Five Hundred Dollars (\$500) to aid the BM ROTARY CLUB in its provision of flags of the United States of America to be affixed around the Baldwin County Courthouse at the County Seat in Bay Minette, Alabama, for American patriotic holidays and at times of national and local significance as deemed appropriate by the BM ROTARY CLUB, said provision of flags promoting and strengthening the civic virtues associated to citizenship and the public responsibilities associated thereto; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the BM ROTARY CLUB respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purposes is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994).

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
2. With the funding assistance provided by the COMMISSION as set forth herein, the BM ROTARY CLUB will provide flags of the United States of America to be affixed around the Baldwin County Courthouse at the County Seat in Bay Minette, Alabama, for American patriotic holidays and at times of national and local significance as deemed appropriate by the BM ROTARY CLUB, said provision of flags promoting and strengthening the civic virtues associated to citizenship and the public responsibilities associated thereto.
3. All BM ROTARY CLUB facilities, services, activities and membership shall be made available to the general public in accordance with BM ROTARY CLUB rules and policies.
4. The BM ROTARY CLUB shall have a nondiscriminatory policy and its facilities, services, activities and membership shall be available to the general public.
5. The COMMISSION shall assist the BM ROTARY CLUB with a one-time funding appropriation of Five Hundred Dollars (\$500), such one-time funding appropriation used exclusively by the BM ROTARY CLUB to assist with the payment of costs associated to the provision of flags of the United States of America to be affixed around the Baldwin County Courthouse at the County Seat in Bay Minette, Alabama, for American patriotic holidays and at times of national and local significance as deemed appropriate by the BM ROTARY CLUB, said provision of flags promoting and strengthening the civic virtues associated to citizenship and the public responsibilities associated thereto.
6. The BM ROTARY CLUB expressly agrees not to use any of the one-time funding appropriation of Five Hundred Dollars (\$500) outside the purpose set forth by this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation of Five Hundred Dollars (\$500) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation of Five Hundred Dollars (\$500), as provided by the COMMISSION, be utilized, by the BM ROTARY CLUB, only toward the purpose set forth by this Agreement.
7. To the fullest extent allowed by law, the BM ROTARY CLUB shall full indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the BM ROTARY CLUB or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and

costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 7 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the BM ROTARY CLUB on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the BM ROTARY CLUB is an agent of the COMMISSION.
9. The BM ROTARY CLUB shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement contain an acknowledgement of the COMMISSION's assistance with said acknowledgement of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."
10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
11. The BM ROTARY CLUB agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:
 - a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.
 - b. File with the COMMISSION no later than June 1, 2017, a written report of its activities for the preceding period which commenced on October 1, 2016, to ensure the proper expenditure of the subject funding appropriation.
12. This Agreement, as provided in the form of one (1) original instrument for the records of the BM ROTARY CLUB and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the BM ROTARY CLUB. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2016, and expiring September 30, 2017, and may be amended, during said aforementioned period of twelve (12) months, only by written

amendment executed by the COMMISSION and BM ROTARY CLUB. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BM ROTARY CLUB.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

T. CHRISTOPHER ELLIOTT

As Its: Chairman

Date: _____

ATTEST:

RONALD J. CINK

County Administrator/Budget Director

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that T. CHRISTOPHER ELLIOTT, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator/Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____, 2016.

NOTARY PUBLIC
My Commission expires: _____

BAY MINETTE ROTARY CLUB
Bay Minette Rotary Village
2211 McMillan Road
Bay Minette, Alabama 36507

By:
As Its: President, Board of Directors
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that _____, as President of the Board of Directors of the Bay Minette Rotary Club, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such President of the Board of Directors of the Bay Minette Rotary Club and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Bay Minette Rotary Club.

GIVEN under my hand and seal this the _____ day of _____, 2016.

NOTARY PUBLIC
My Commission expires: _____

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - ADMINISTRATION
Item Status:	New
Submitted By:	Christel F. Carpenter
From:	Christel Carpenter, Chief Administrative Assistant
ITEM TITLE	
Gateswood Volunteer Fire Department Annual Christmas Parade	
STAFF RECOMMENDATION	
<p>Approve the request from the Gateswood Volunteer Fire Department, to close Highway 112 on December 17, 2016, from 11:30 a.m. until 11:45 a.m., to hold its Annual Christmas Parade. The route will start at 33014 Highway 112 (Gateswood Volunteer Fire Department), go to Hamilton Baptist Church (32815 Highway 112) and back to the 33014 Highway 112 (Gateswood Volunteer Fire Department).</p> <p>The Baldwin County Sheriff's Office will provide assistance for the event.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>On November 17, 2016, Administration staff received a request from Ms. Tara Stracener, Secretary for the Gateswood Volunteer Fire Department, requesting approval to close Highway 112 for the Gateswood Volunteer Fire Department's Annual Christmas Parade. Which will begin at 11:30 a.m. until 11:45 a.m., starting at 33014 Highway 112 (Gateswood Volunteer Fire Department), go to Hamilton Baptist Church (32815 Highway 112) and back to the 33014 Highway 112 (Gateswood Volunteer Fire Department).</p>	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No

ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	No
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	Policy # 9.15 - Regulate the Use of County Roads for Walkathons, Bikeathons, Footraces, Group Jogging, Etc.
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	Yes
Required Action and Time Line for Implementation:	"Time Sensitive" E-mail Commission Approval to: gateswoodvfd@gmail.com Attention: Tara Stracener, Secretary
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Correspondence to: Chief Tony Burke Gateswood Volunteer Fire Department Attn: Tara Stracener, Secretary 33014 County Road 112 Robertsdale, Alabama 36567 cc: Sheriff Huey "Hoss" Mack Chief Deputy Charlie Jones, BCSO
ATTACHMENTS	
1. Gateswood VFD - Request for Road Closure.pdf 2. Gateswood VFD - Sheriff Approval Letter.pdf	
APPROVALS	
Budget	

Personnel	
Administration	Anu Gary 11/23/2016 3:25:11 PM
Chairman and County Administrator	Chris Elliott 11/28/2016 10:01:39 AM

GATESWOOD VFD

33014 County Road 112
Robertsdale, AL 36567
Phone (850) 572-4832
Tony Burke
Chief

RECEIVED
NOV 17 2016
BY: BV

4 BCC
SHM
CM
KC

November 15, 2016

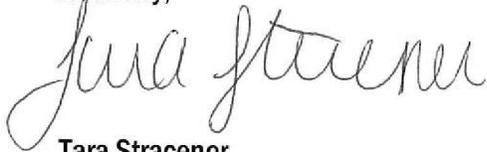
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

To Whom It May Concern:

The Gateswood Volunteer Fire Department is having a Christmas Parade for the Gateswood Community on December 17th, 2016. We are asking to close Highway 112 starting at 11:30 am. The route for the parade will start at the fire department, 33014 Highway 112, go to Hamilton Baptist Church, 32815 Highway 112, and then back to the fire department. The parade should last from 11:30 am to 11:45 am.

Thank you for your consideration. If you have any questions please feel free to contact me at (850) 417-6043 or gateswoodvfd@gmail.com.

Sincerely,



Tara Stracener

Secretary, GVFD

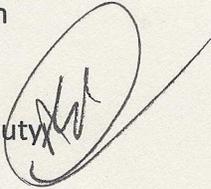
OFFICE OF SHERIFF

BALDWIN COUNTY, ALABAMA
SHERIFF HUEY HOSS MACK



310 Hand Avenue
Bay Minette, Alabama 36507
(251) 937-0210
Fax (251) 580-1687

TO: County Commission

FROM: Anthony Lowery,
Assistant Chief Deputy 

DATE: November 21, 2016

SUBJECT: Gateswood Christmas Parade
Saturday, December 17, 2016
Start Time 11:30 AM

The Sheriff's Office will provide security for the above referenced event if the Commission approves the route-as per policy.

Please make us aware of your decision as soon as possible.

Cc: Capt. Bob King
Nancy Hall
Tara Stracener,
Secretary, GVFD

GATESWOOD VFD

33014 County Road 112
Robertsdale, AL 36567
Phone (850) 572-4832
Tony Burke
Chief

November 15, 2016

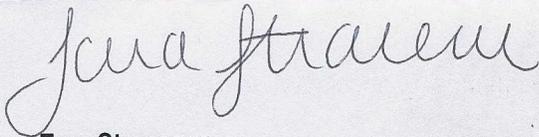
Baldwin County Sheriff's Office
200 Hand Avenue
Bay Minette, AL 36507

To Whom It May Concern:

The Gateswood Volunteer Fire Department is having a Christmas Parade for the Gateswood Community on December 17th, 2016. We are asking to close Highway 112 starting at 11:30 am. The route for the parade will start at the fire department, 33014 Highway 112, go to Hamilton Baptist Church, 32815 Highway 112, and then back to the fire department. The parade should last from 11:30 am to 11:45 am.

Thank you for your consideration. If you have any question please feel free to contact me at (850) 417-6043 or gateswoodvfd@gmail.com.

Sincerely,



Tara Stracener

Secretary, GVFD

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Cal Markert/Frank Lundy

ITEM TITLE

Competitive Bid #WG16-02A - Provision of Tree Removal & Disposal Services for the Baldwin County Commission

STAFF RECOMMENDATION

Extend Competitive Bid #WG16-02A - Provision of Tree Removal & Disposal Services with **RDA Service Company, Inc.**, for an additional twelve (12) months at the same prices and terms stated in the bid specifications as awarded on January 5, 2016. The extension will expire on January 5, 2018.

BACKGROUND INFORMATION

Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	See below

The Highway Department is requesting that the Commission extend the bid for the Provision of Tree Removal & Disposal Services with RDA Service Company, Inc., that was awarded on January 5, 2016, for twelve (12) months. The bid specifications contained a stipulation that the bid could be extended for two (2) additional twelve (12) month periods by the Commission at their option, if acceptable by the vendor. Any additional contract or extensions will be at the same prices, terms and conditions stated in the bid. The vendor, RDA Service Company, Inc., has submitted a letter agreeing to extend the bid prices for an additional twelve (12) months. The extension will expire on January 5, 2018. Award Listing attached for review.

PREVIOUS COMMISSION ACTION:

10/20/2015 meeting: 1) Approved the specifications and authorized the Purchasing Manager to place a competitive bid for the Provision of Tree Removal and Disposal Services; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County

Commission to approve any necessary addendums or clarifications if required after the **bid is advertised.**

12/01/2015 meeting: 1) Authorized the Purchasing Manager to re-bid for the Provision of Tree Removal and Disposal Services; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

01/05/2016 meeting: Awarded the bid to the lowest bidder, RDA Service Company, Inc., for the Provision of Tree Removal & Disposal Services as per the attached Award Listing.

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	Variable
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	Various Highway Budgets
Balance remaining in the line item after recommended expenditure:	-0-
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to vendor

ATTACHMENTS	
1. RDA Email.pdf 2. WG16-02A Award Listing.pdf	
APPROVALS	
Budget	Christie Davis 11/22/2016 11:22:32 AM
Personnel	
Administration	Keri Green 11/23/2016 2:27:32 PM
Chairman and County Administrator	Chris Elliott 11/28/2016 9:57:25 AM



November 15, 2016

Wanda Gautney
Purchasing Manager
Baldwin County Purchasing Department
Baldwin County Commission
Email: wgautney@baldwincountyal.gov

Mrs. Gautney,

RDA Service Company, Inc. agrees to the twelve (12) month extension at the same prices and terms of the original bid award dated January 5, 2016

Sincerely,

A handwritten signature in blue ink that reads "Tim Brazell". The signature is written in a cursive, flowing style.

Tim Brazell
General Manager
RDA Service Company
Ph# 251-866-2800
Cell# 251-331-6685
Email: tim@rdaservices.com

COMPETITIVE BID #WG16-02A Award Listing
Provision of Tree Removal & Disposal Services
Effective Date: 01/05/2016 through 01/05/2017

BIDDER:		RDA Service Company, Inc.	
LABOR			
		Billing Rate per Hour	
		<u>Straight Time</u>	Overtime
Standard Crew Size (1-Foreman, 1-Equip. Operator, 1-Trimmer)		\$92.89	\$139.33
 EQUIPMENT			
	Description	<u>Rate Per Hour</u>	
	Aerial Lift Big Foot 4x4	\$27.00	
	Aerial Lift 4x4	\$27.00	
	Aerial Lift 2WD	\$18.01	
	Chipper	\$7.00	
	Pickup	\$10.00	
	Loader Truck 2-ton w/grapple & dump	\$26.50	
 STRUMP GRINDING		<u>Each</u>	
	6 in. Diameter to 11.99 in. Diameter	\$75.00	
	12 in. Diameter to 23.99 in. Diameter	\$150.00	
	24 in. Diameter to 47.99 in. Diameter	\$300.00	
	48 in. Diameter and Greater	\$425.00	

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Cal Markert/Frank Lundy
ITEM TITLE	
Competitive Bid #WG17-01 - Provision of Motorgrader Blades for the Baldwin County Commission	
STAFF RECOMMENDATION	
Award the bid to the lowest bidder, Thompson Tractor Company, Inc. , as per the attached Award Listing for the Provision of Motorgrader Blades.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	See Below
<p>Bids were opened in the Purchasing Conference Room on November 3, 2016, at 1:30 P.M. Three (3) bids were received. Recommend the Commission award the bid to the lowest bidder, Thompson Tractor Company Inc., as per the attached Award Listing. Bid Tabulation attached:</p> <p><u>PREVIOUS COMMISSION ACTION:</u></p> <p><u>10/18/16 meeting:</u> 1) Approved the specifications and authorized the Purchasing Manager to place a competitive bid for the Provision of Motorgrader Blades; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.</p>	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	est. \$5,000.00

Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	various Highway Budgets
Balance remaining in the line item after recommended expenditure:	-0-
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to bidders
ATTACHMENTS	
1. WG17-01 Award Listing.pdf 2. WG17-01 Bid Tabulation.pdf	
APPROVALS	
Budget	Christie Davis 11/22/2016 11:23:08 AM
Personnel	
Administration	Keri Green 11/23/2016 2:48:29 PM
Chairman and County Administrator	Chris Elliott 11/28/2016 9:58:4 AM

COMPETITIVE BID #WG17-01 Award Listing
Provision of Motorgrader Blades
Effective December 6, 2016 through December 6, 2017

BIDDER: Thompson Tractor Company, Inc.		
Price per 6 ft. Blade: 5/8 " or 3/4" 6" width	\$39.07 with 5/8	\$37.93 with 3/4
Price per 6 ft. Blade: 5/8 " or 3/4" 8" width	\$53.33 with 5/8	\$48.80 with 3/4
Price per 7 ft. Blade: 5/8" or 3/4" 6" width	\$45.07 with 5/8	\$43.49 with 3/4 hole
Price per 7 ft. Blade: 5/8" or 3/4" 8" width	\$74.15 with 5/8 or 3/4	

COMPETITIVE BID #WG17-01 Bid Tabulation

Provision of Motorgrader Blades

BIDDER: Thompson Tractor Company, Inc.		
Price per 6 ft. Blade: 5/8 " or 3/4" 6" width	\$39.07 with 5/8	\$37.93 with 3/4
Price per 6 ft. Blade: 5/8 " or 3/4" 8" width	\$53.33 with 5/8	\$48.80 with 3/4
Price per 7 ft. Blade: 5/8" or 3/4" 6" width	\$45.07 with 5/8	\$43.49 with 3/4 hole
Price per 7 ft. Blade: 5/8" or 3/4" 8" width	\$74.15 with 5/8 or 3/4	

BIDDER: Tractor & Equipment Company, Inc.		
Price per 6 ft. Blade: 5/8 " or 3/4" 6" width	\$43.21	\$53.63 3/4
Price per 6 ft. Blade: 5/8 " or 3/4" 8" width	\$53.61	\$74.71 3/4
Price per 7 ft. Blade: 5/8" or 3/4" 6" width	\$48.36	\$62.56 3/4
Price per 7 ft. Blade: 5/8" or 3/4" 8" width	\$69.11	\$78.95 3/4

BIDDER: Valk Manufacturing Company		
Price per 6 ft. Blade: 5/8 " or 3/4" 6" width	\$40.95	5/8x6x6
	\$51.41	3/4x6x6
Price per 6 ft. Blade: 5/8 " or 3/4" 8" width	\$60.51	5/8x8x6
	\$72.90	3/4x8x6
Price per 7 ft. Blade: 5/8" or 3/4" 6" width	\$47.75	5/8x6x7
	\$59.98	3/4x6x7
Price per 7 ft. Blade: 5/8" or 3/4" 8" width	\$70.61	5/8x8x7
	\$85.00	3/4x8x7

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Cal Markert/Frank Lundy
ITEM TITLE	
Competitive Bid #WG17-02 - Provision of Roadway Pipe for the Baldwin County Commission	
STAFF RECOMMENDATION	
Award the bid to the lowest bidders, Forterra Pipe & Precast, LLC, Construction Materials, Alabama Pipe & Supply Co., Inc., Evans and Company, Inc., and Ferguson Waterworks, as per the attached Award Listings for each category of headings for the Provision of Roadway Pipe.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	See Below
<p>Bids were opened in the Purchasing Conference Room on November 3, 2016, at 1:30 P.M. Five (5) bids were received. Award recommendations were to the lowest bidders on each category. Recommend the Commission award the bid as per the attached Award Listings for each category of headings for the Provision of Roadway Pipe. Bid Tabulations and Award Listings attached.</p> <p>PREVIOUS COMMISSION ACTION:</p> <p>09/08/2016 meeting: 1) Approved the specifications and authorized the Purchasing Manager to place a competitive bid for the provision of roadway pipe; 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.</p>	

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	Variable
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	Various Highway Budgets
Balance remaining in the line item after recommended expenditure:	-0-
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to bidders
ATTACHMENTS	
1. WG17-02 Award Listings.pdf 2. WG17-02 Bid Tabulation.pdf	
APPROVALS	
Budget	Christie Davis 11/22/2016 11:23:28 AM
Personnel	
Administration	Keri Green 11/23/2016 2:56:11 PM

Chairman and County Administrator	Chris Elliott 11/28/2016 9:58:34 AM
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COMPETITIVE BID #WG17-02 Bid Award**Pipe, Concrete - Circular & Arch**

Effective Date: 12/06/16 through 12/06/17

Description of Items	Delivered Forterra Amount	Picked Up Forterra Amount	Delivered/Picked Up Consturction Materials Amount	Delivered/Picked Up Alabama Pipe & Supply Amount
15" RCP C-3		\$10.00		Delivered \$10.50
15" BEVELED END SECTION	\$28.00	\$28.00		
18" RCP C-3		\$11.00		Delivered \$11.25
18" BEVELED END SECTION	\$30.00	\$30.00		
21" RCP C-3	\$17.75	\$17.00		
24" RCP C-3				\$18.75
24" BEVELED END SECTION	\$43.25	\$43.25		
27" RCP C-3	\$26.50	\$26.00		
30" RCP C-3		\$26.50		Delivered \$27.00
30" BEVELED END SECTION	\$61.25	\$61.25		
36" RCP C-3				\$38.00
36" BEVELED END SECTION	\$97.87	\$97.80		
42" RCP C-3		\$48.50		Delivered \$49.00
48" RCP C-3		\$64.00		Delivered \$64.00
54" RCP C-3	\$79.00	\$78.50		
60" RCP C-3				\$85.00
66" RCP C-3	\$126.75	\$126.75		
72" RCP C-3				\$130.00
84" RCP C-3	\$182.00	\$182.00		
96" RCP C-3				\$320.00
18"x11" RCP C-3 ARCH		\$19.00		Delivered \$19.00
18"X11" BES	\$52.00	\$51.50		
22"X13" RCP C-3 ARCH		\$20.00		Delivered \$20.00
22"X13 BES	\$54.00	\$54.00		
29"X18" RCP C-3 ARCH		\$27.00		Delivered \$27.00
29"x18" BES				\$62.00
36"x23" RCP C-3 ARCH		\$33.00		Delivered \$33.00
36"X23" BES	\$80.37	\$80.37		
44"x27" RCP C-3 ARCH		\$46.00		Delivered \$46.00
44"X27" BES	No Bid	No Bid	No Bid	No Bid
51"x31" RCP C-3 ARCH				\$60.00
58" X 36" RCP C-3 ARCH				\$75.00
65" X40" RCP C-3 ARCH				\$90.00
73"X45" RCP C-3 ARCH				\$115.00
88"X54" RCP C-3 ARCH			\$210.00	

Competitive Bid # WG17-02 Bid Award
 Provision of High Density Polyethylene Corrugated Pipe
 Effective Date: 12/06/16 through 12/06/17

		Evans & Company, Inc		Ferguson Waterworks	
High Density Polyethylene Corrugated Pipe		Picked Up	Delivered	Picked-UP	Delivered
		ASTM Specifications			
Diameter	Gage	Amount	Amount	Amount	Amount
4"				\$1.10	\$1.12
6"				\$2.33	\$2.38
8"				\$3.23	\$3.30
10"				\$4.28	\$4.40
12"				\$5.24	\$5.40
15"			\$6.75	\$6.71	
18"				\$8.30	\$8.48
24"			\$14.80	\$14.70	
30"		\$20.10	\$20.10		
36"		\$27.75	\$27.75		
42"		\$35.50	\$35.50		
48"				\$44.39	\$45.36

Competitive Bid #WG17-02 Award Listing
 Pipe - Corrugated Round & Arch Bituminous Coated (Metal)
 Corrugated Metal Culvert Pipe (2.66")
 Effective Date: 12/06/16 through 12/06/17

BIDDERS:		Construction Materials		Evans and Company	
Corrugated Round and Arch Bituminous Coated (Metal)					
		Picked Up	Delivered	Picked Up	Delivered
6"	16	\$6.85	\$6.85		
8"	16	\$8.19	\$8.19		
10"	16	\$9.55	\$9.55		
12"	16			\$9.75	\$9.75
15"	16			\$12.10	\$12.10
18"	16			\$15.20	\$15.20
21"	16			\$16.50	\$16.50
24"	16			\$19.98	\$19.98
30"	16			\$24.95	\$24.95
36"	16			\$29.85	\$29.85
42"	16			\$35.10	\$35.10
48"	16			\$40.15	\$40.15
15"	14			\$15.50	\$15.50
18"	14			\$18.60	\$18.60
21"	14			\$21.10	\$21.10
24"	14			\$24.65	\$24.65
30"	14			\$30.65	\$30.65
36"	14			\$36.50	\$36.50
42"	14			\$42.75	\$42.75
48"	14			\$49.95	\$49.95
54"	14			\$59.50	\$59.50
21"	12			\$27.98	\$27.98
24"	12			\$33.01	\$33.01
30"	12			\$39.75	\$39.75
36"	12			\$50.75	\$50.75
42"	12			\$59.00	\$59.00
48"	12			\$69.00	\$69.00
54"	12			\$81.00	\$81.00
60"	12	\$103.52	\$103.52		
66"	12	\$113.75	\$113.75		
72"	12			\$139.75	\$139.75
78"	12			\$174.90	\$174.90
36"	10			\$69.25	\$69.25
42"	10			\$77.25	\$77.25
48"	10			\$89.90	\$89.90
54"	10			\$103.00	\$103.00
60"	10			\$110.00	\$110.00
66"	10			\$126.00	\$126.00
72"	10			\$139.75	\$139.75
78"	10			\$174.90	\$174.90
84"	10			\$195.00	\$195.00
90"	10			\$207.00	\$207.00
96"	10			\$217.00	\$217.00
48"	8			No Bid	No Bid
54"	8			No Bid	No Bid

60"	8			No Bid	No Bid
66"	8			No Bid	No Bid
72"	8			No Bid	No Bid
78"	8			No Bid	No Bid
84"	8			No Bid	No Bid
90"	8			No Bid	No Bid
96"	8			No Bid	No Bid

		Picked Up	Delivered	Picked Up	Delivered
Size	Gage				
17X13	16			\$13.55	\$13.55
21x15	16			\$16.25	\$16.25
24x18	16			\$21.45	\$21.45
28x20	16			\$21.45	\$21.45
35x24	16			\$26.75	\$26.75
42x29	16			\$31.95	\$31.95
49x33	16			\$39.95	\$39.95
57x38	16			\$46.00	\$46.00

17X13	14			\$16.75	\$16.75
21x15	14			\$19.90	\$19.90
24x18	14			\$22.50	\$22.50
28x20	14			\$26.38	\$26.38
35x24	14			\$32.80	\$32.80
42x29	14			\$39.05	\$39.05
49x33	14			\$45.75	\$45.75
57x38	14			\$53.50	\$53.50
64x43	14			\$64.00	\$64.00

24x18	12			\$29.95	\$29.95
28x20	12			\$35.40	\$35.40
35x24	12			\$42.50	\$42.50
42x29	12			\$54.50	\$54.50
49x33	12			\$63.00	\$63.00
57x38	12			\$74.00	\$74.00
64x43	12			\$87.00	\$87.00
71x47	12	\$110.77	\$110.77		
77x52	12	\$121.71	\$121.77		

42x29	10			\$74.10	\$74.10
49x33	10			\$82.75	\$82.75
57x38	10			\$96.20	\$96.20
64x43	10			\$110.25	\$110.25
71x47	10			\$118.00	\$118.00
77x52	10			\$135.00	\$135.00
83x57	10			\$149.50	\$149.50

57x 38	8			No Bid	No Bid
64x43	8			No Bid	No Bid
71x47	8			No Bid	No Bid
77x52	8			No Bid	No Bid
83x57	8			No Bid	No Bid

Corrugated Metal Culvert Pipe (5"X1" Corrugation)

		Picked Up	Delivered	Picked Up	Delivered
Size "	Gage				
36	16			\$29.85	\$29.85
42	16			\$35.10	\$35.10

48	16			\$40.15	\$40.15
54	16			\$59.50	\$59.50
60	16	\$74.39	\$74.39		
66	16	\$84.14	\$84.14		
72	16	\$92.58	\$92.58		
78	16	\$99.55	\$99.55		
84	16	\$107.96	\$107.96		
96	16	\$121.99	\$121.99		
36	14			\$36.50	\$36.50
42	14			\$42.75	\$42.75
48	14			\$49.95	\$49.95
54	14			\$59.50	\$59.50
60	14	\$83.14	\$83.14		
66	14	\$91.82	\$91.82		
72	14	\$100.50	\$100.50		
78	14	\$107.95	\$107.95		
84	14	\$116.64	\$116.64		
90	14	\$124.08	\$124.08		
96	14	\$132.77	\$132.77		
36	12			\$50.75	\$50.75
42	12			\$59.00	\$59.00
48	12			\$68.00	\$68.00
54	12			\$80.00	\$80.00
60	12			\$110.00	\$110.00
66	12	\$125.32	\$125.32		
72	12			\$130.00	\$130.00
78	12	\$147.67	\$147.67		
84	12	\$158.83	\$158.83		
90	12	\$192.10	\$192.10		
96	12	\$206.11	\$206.11		
102	12			\$210.00	\$210.00
108	12			\$212.00	\$212.00
114	12	\$243.90	\$243.90		
120	12	\$256.60	\$256.60		
48	10			\$89.90	\$89.90
54	10			\$103.00	\$103.00
60	10			\$110.00	\$110.00
66	10			\$126.00	\$126.00
72	10			\$139.75	\$139.75
78	10			\$174.90	\$174.90
84	10			\$195.00	\$195.00
90	10			\$207.00	\$207.00
96	10			\$217.00	\$217.00
102	10			\$220.00	\$220.00
108	10			\$235.00	\$235.00
114	10			\$240.00	\$240.00
120	10			\$270.00	\$270.00
126	10	\$346.33	\$346.33		
132	10	\$363.15	\$363.15		
138	10	\$378.59	\$378.59		
144	10	\$395.40	\$395.40		
60	8				
66	8				
72	8				

78	8				
84	8				
90	8				
96	8				
102	8				
108	8				
114	8				
120	8				

Corrugated Metal Culvert Pipe (5"X1" Corrugation)					
Size "	Gage	Picked Up	Delivered	Picked Up	Delivered
40x31	16			\$31.95	\$31.95
46x36	16			\$39.95	\$39.95
53x41	16			\$46.00	\$46.00
60x46	16			\$64.00	\$64.00
66x51	16			\$87.00	\$87.00
73x55	16			\$120.00	\$120.00
81x59	16			\$129.50	\$129.50
87x63	16			\$130.00	\$130.00
95x64	16			\$135.00	\$135.00
103x71	16			\$143.00	\$143.00
112x75	16			\$180.00	\$180.00
40x31	14			\$36.75	\$36.75
46x36	14			\$45.80	\$45.80
53x41	14			\$49.75	\$49.75
60x46	14			\$59.38	\$59.38
66x51	14			\$65.00	\$65.00
73x55	14			\$70.25	\$70.25
81x59	14			\$65.01	\$65.01
87x63	14			\$79.50	\$79.50
95x67	14			\$85.50	\$85.50
103x71	14			\$97.75	\$97.75
112x75	14			\$144.00	\$144.00
53x41	12			\$63.00	\$63.00
60x46	12			\$74.00	\$74.00
66x51	12			\$87.00	\$87.00
73x55	12			\$130.00	\$130.00
81x59	12			\$135.00	\$135.00
87x63	12			\$142.70	\$142.70
95x67	12			\$161.00	\$161.00
103x71	12			\$170.50	\$170.50
112x75	12			\$171.00	\$171.00
117x79	12			\$179.00	\$179.00
128x83	12			\$186.00	\$186.00
137x87	12			\$197.00	\$197.00
142x91	12			\$250.00	\$250.00
Size "					
81x59	10			\$154.00	\$154.00
87x63	10			\$174.95	\$174.95
95x67	10			\$180.00	\$180.00
103x71	10			\$196.00	\$196.00
112x75	10			\$206.65	\$206.65
117x79	10			\$210.00	\$210.00

12/6/2016 Item BB3

128x83	10			\$218.00	\$218.00
137x87	10			\$263.00	\$263.00
142x91	10			\$292.00	\$292.00
66x51	8				
73x55	8				
81x59	8				
87x63	8				
95x64	8				
103x71	8				
112x75	8				
117x79	8				
128x83	8				
137x87	8				
142x91	8				

COMPETITIVE BID #WG17-02 Bid Tabulation
Pipe, Concrete - Circular & Arch

Description of Items	Delivered Forterra Amount	Picked Up Forterra Amount	Delivered/Picked Up Consturction Materials Amount	Delivered/Picked Up Alabama Pipe & Supply Amount
15" RCP C-3	\$10.60	\$10.00	\$12.25	\$10.50
15" BEVELED END SECTION	\$28.00	\$28.00	No Bid	\$43.75
18" RCP C-3	\$11.60	\$11.00	\$14.80	\$11.25
18" BEVELED END SECTION	\$30.00	\$30.00	No Bid	\$45.87
21" RCP C-3	\$17.75	\$17.00	No Bid	No Bid
24" RCP C-3	\$19.60	\$19.00	\$22.25	\$18.75
24" BEVELED END SECTION	\$43.25	\$43.25	No Bid	\$59.62
27" RCP C-3	\$26.50	\$26.00	No Bid	No Bid
30" RCP C-3	\$27.25	\$26.50	\$31.92	\$27.00
30" BEVELED END SECTION	\$61.25	\$61.25	No Bid	No Bid
36" RCP C-3	\$39.25	\$38.50	\$43.32	\$38.00
36" BEVELED END SECTION	\$97.87	\$97.80	No Bid	No Bid
42" RCP C-3	\$49.25	\$48.50	\$57.00	\$49.00
48" RCP C-3	\$64.50	\$64.00	\$74.10	\$64.00
54" RCP C-3	\$79.00	\$78.50	\$94.62	No Bid
60" RCP C-3	\$96.00	\$95.50	\$115.14	\$85.00
66" RCP C-3	\$126.75	\$126.75	No Bid	No Bid
72" RCP C-3	\$134.50	\$134.50	\$189.24	\$130.00
84" RCP C-3	\$182.00	\$182.00	\$262.00	No Bid
96" RCP C-3	\$430.00	\$430.00	No Bid	\$320.00
18"x11" RCP C-3 ARCH	\$19.50	\$19.00	\$19.20	\$19.00
18"X11" BES	\$52.00	\$51.50	No Bid	\$54.50
22"X13" RCP C-3 ARCH	\$20.50	\$20.00	\$22.80	\$20.00
22"X13 BES	\$54.00	\$54.00	No Bid	\$60.12
29"X18" RCP C-3 ARCH	\$27.50	\$27.00	\$33.00	\$27.00
29"x18" BES	\$68.00	\$68.00	No Bid	\$62.00
36"x23" RCP C-3 ARCH	\$33.50	\$33.00	\$46.80	\$33.00
36"X23" BES	\$80.37	\$80.37	No Bid	No Bid
44"x27" RCP C-3 ARCH	\$46.50	\$46.00	\$62.40	\$46.00
44"X27" BES	No Bid	No Bid	No Bid	No Bid
51"x31" RCP C-3 ARCH	\$60.50	\$60.50	\$82.80	\$60.00
58" X 36" RCP C-3 ARCH	\$76.50	\$76.15	\$105.60	\$75.00
65" X40" RCP C-3 ARCH	\$93.50	\$93.50	\$129.60	\$90.00
73"X45" RCP C-3 ARCH	\$116.50	\$116.50	\$160.80	\$115.00
88"X54" RCP C-3 ARCH	\$230.00	\$230.00	\$210.00	No Bid

Competitive Bid # WG17-02 Bid Tabulation
 Provision of High Density Polyethylene Corrugated Pipe

		Evans & Company, Inc		Construction Materials		Ferguson Waterworks		Ferguson Recycled	Waterworks Materials
High Density Polyethylene Corrugated Pipe		Picked Up ASTM Specifications	Delivered ASTM Specifications	Picked Up ASTM Specifications	Delivered ASTM Specifications	Picked-UP	Delivered	Picked-UP	Delivered
Diameter	Gage	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
4"		\$1.95	\$1.95	\$1.30	\$1.30	\$1.10	\$1.12	\$1.10	\$1.10
6"		\$3.20	\$3.20	\$2.65	\$2.65	\$2.33	\$2.38	\$2.33	\$2.33
8"		\$4.15	\$4.15	\$3.95	\$3.95	\$3.23	\$3.30	\$3.23	\$3.23
10"		\$5.05	\$5.05	\$5.20	\$5.20	\$4.28	\$4.40	\$4.28	\$4.28
12"		\$5.75	\$5.75	\$5.85	\$5.85	\$5.24	\$5.40	\$5.24	\$5.24
15"		\$6.75	\$6.75	\$7.48	\$7.48	\$6.71	\$6.85	\$6.71	\$6.71
18"		\$8.60	\$8.60	\$9.23	\$9.23	\$8.30	\$8.48	\$8.30	\$8.30
24"		\$14.80	\$14.80	\$16.35	\$16.35	\$14.70	\$15.02	\$14.70	\$14.70
30"		\$20.10	\$20.10	\$23.51	\$23.51	\$21.11	\$21.57	\$21.11	\$21.11
36"		\$27.75	\$27.75	\$31.14	\$31.14	\$27.96	\$28.57	\$27.96	\$27.96
42"		\$35.50	\$35.50	\$41.10	\$41.10	\$36.91	\$37.72	\$36.91	\$36.91
48"		\$47.00	\$47.00	\$49.44	\$49.44	\$44.39	\$45.36	\$44.39	\$44.39

Competitive Bid #WG17-02 Bid Tabulation
 Pipe - Corrugated Round & Arch Bituminous Coated (Metal)
 Corrugated Metal Culvert Pipe (2.66")

BIDDERS:		Construction Materials		Evans and Company	
Corrugated Round and Arch Bituminous Coated (Metal)					
		Picked Up	Delivered	Picked Up	Delivered
6"	16	\$6.85	\$6.85	\$11.10	\$11.10
8"	16	\$8.19	\$8.19	\$11.50	\$11.50
10"	16	\$9.55	\$9.55	\$12.50	\$12.50
12"	16	\$12.78	\$12.78	\$9.75	\$9.75
15"	16	\$15.34	\$15.34	\$12.10	\$12.10
18"	16	\$19.17	\$19.17	\$15.20	\$15.20
21"	16	\$21.72	\$21.72	\$16.50	\$16.50
24"	16	\$24.28	\$24.28	\$19.98	\$19.98
30"	16	\$30.74	\$30.74	\$24.95	\$24.95
36"	16	\$37.06	\$37.06	\$29.85	\$29.85
42"	16	\$43.46	\$43.46	\$35.10	\$35.10
48"	16	\$48.57	\$48.57	\$40.15	\$40.15
15"	14	\$19.18	\$19.18	\$15.50	\$15.50
18"	14	\$23.01	\$23.01	\$18.60	\$18.60
21"	14	\$31.95	\$31.95	\$21.10	\$21.10
24"	14	\$30.68	\$30.68	\$24.65	\$24.65
30"	14	\$38.34	\$38.34	\$30.65	\$30.65
36"	14	\$46.00	\$46.00	\$36.50	\$36.50
42"	14	\$53.68	\$53.68	\$42.75	\$42.75
48"	14	\$61.35	\$61.35	\$49.95	\$49.95
54"	14	\$69.01	\$69.01	\$59.50	\$59.50
21"	12	No Bid	No Bid	\$27.98	\$27.98
24"	12	\$42.17	\$42.17	\$33.01	\$33.01
30"	12	\$52.40	\$52.40	\$39.75	\$39.75
36"	12	\$62.62	\$62.62	\$50.75	\$50.75
42"	12	\$72.85	\$72.85	\$59.00	\$59.00
48"	12	\$83.07	\$83.07	\$69.00	\$69.00
54"	12	\$93.30	\$93.30	\$81.00	\$81.00
60"	12	\$103.52	\$103.52	\$110.00	\$110.00
66"	12	\$113.75	\$113.75	\$126.00	\$126.00
72"	12	No Bid	No Bid	\$139.75	\$139.75
78"	12	No Bid	No Bid	\$174.90	\$174.90
36"	10	No Bid	No Bid	\$69.25	\$69.25
42"	10	\$92.08	\$92.08	\$77.25	\$77.25
48"	10	\$104.80	\$104.80	\$89.90	\$89.90
54"	10	\$117.59	\$117.59	\$103.00	\$103.00
60"	10	\$131.64	\$131.64	\$110.00	\$110.00
66"	10	\$144.42	\$144.42	\$126.00	\$126.00
72"	10	\$157.21	\$157.21	\$139.75	\$139.75
78"	10	No Bid	No Bid	\$174.90	\$174.90
84"	10	No Bid	No Bid	\$195.00	\$195.00
90"	10	No Bid	No Bid	\$207.00	\$207.00
96"	10	No Bid	No Bid	\$217.00	\$217.00
48"	8	No Bid	No Bid	No Bid	No Bid
54"	8	No Bid	No Bid	No Bid	No Bid

60"	8	No Bid	No Bid	No Bid	No Bid
66"	8	No Bid	No Bid	No Bid	No Bid
72"	8	No Bid	No Bid	No Bid	No Bid
78"	8	No Bid	No Bid	No Bid	No Bid
84"	8	No Bid	No Bid	No Bid	No Bid
90"	8	No Bid	No Bid	No Bid	No Bid
96"	8	No Bid	No Bid	No Bid	No Bid
		Picked Up	Delivered	Picked Up	Delivered
Size	Gage				
17X13	16	\$16.41	\$16.41	\$13.55	\$13.55
21x15	16	\$20.51	\$20.51	\$16.25	\$16.25
24x18	16	\$23.22	\$23.22	\$21.45	\$21.45
28x20	16	\$25.99	\$25.99	\$21.45	\$21.45
35x24	16	\$32.83	\$32.83	\$26.75	\$26.75
42x29	16	\$39.66	\$39.66	\$31.95	\$31.95
49x33	16	\$46.50	\$46.50	\$39.95	\$39.95
57x38	16	\$51.96	\$51.96	\$46.00	\$46.00
17X13	14	\$20.51	\$20.51	\$16.75	\$16.75
21x15	14	\$24.62	\$24.62	\$19.90	\$19.90
24x18	14	\$28.72	\$28.72	\$22.50	\$22.50
28x20	14	\$32.83	\$32.83	\$26.38	\$26.38
35x24	14	\$41.03	\$41.03	\$32.80	\$32.80
42x29	14	\$49.23	\$49.23	\$39.05	\$39.05
49x33	14	\$57.43	\$57.43	\$45.75	\$45.75
57x38	14	\$65.64	\$65.64	\$53.50	\$53.50
64x43	14	\$73.85	\$73.85	\$64.00	\$64.00
24x18	12	No Bid	No Bid	\$29.95	\$29.95
28x20	12	\$45.12	\$45.12	\$35.40	\$35.40
35x24	12	\$56.07	\$56.07	\$42.50	\$42.50
42x29	12	\$67.01	\$67.01	\$54.50	\$54.50
49x33	12	\$77.95	\$77.95	\$63.00	\$63.00
57x38	12	\$88.89	\$88.89	\$74.00	\$74.00
64x43	12	\$99.83	\$99.83	\$87.00	\$87.00
71x47	12	\$110.77	\$110.77	\$120.00	\$120.00
77x52	12	\$121.71	\$121.77	\$134.90	\$134.90
42x29	10	\$84.79	\$84.79	\$74.10	\$74.10
49x33	10	\$98.46	\$98.46	\$82.75	\$82.75
57x38	10	\$112.14	\$112.14	\$96.20	\$96.20
64x43	10	\$125.81	\$125.81	\$110.25	\$110.25
71x47	10	\$140.85	\$140.85	\$118.00	\$118.00
77x52	10	\$154.53	\$154.53	\$135.00	\$135.00
83x57	10	\$168.21	\$168.21	\$149.50	\$149.50
57x 38	8	No Bid	No Bid	No Bid	No Bid
64x43	8	No Bid	No Bid	No Bid	No Bid
71x47	8	No Bid	No Bid	No Bid	No Bid
77x52	8	No Bid	No Bid	No Bid	No Bid
83x57	8	No Bid	No Bid	No Bid	No Bid
Corrugated Metal Culvert Pipe (5"X1" Corrugation)					
		Picked Up	Delivered	Picked Up	Delivered
Size "	Gage				
36	16	No Bid	No Bid	\$29.85	\$29.85
42	16	No Bid	No Bid	\$35.10	\$35.10

12/6/2016 Item BB3

48	16	No Bid	No Bid	\$40.15	\$40.15
54	16	\$67.62	\$67.62	\$59.50	\$59.50
60	16	\$74.39	\$74.39	\$110.00	\$110.00
66	16	\$84.14	\$84.14	\$126.00	\$126.00
72	16	\$92.58	\$92.58	\$135.00	\$135.00
78	16	\$99.55	\$99.55	\$170.00	\$170.00
84	16	\$107.96	\$107.96	\$190.00	\$190.00
96	16	\$121.99	\$121.99	\$210.00	\$210.00
36	14	No Bid	No Bid	\$36.50	\$36.50
42	14	No Bid	No Bid	\$42.75	\$42.75
48	14	No Bid	No Bid	\$49.95	\$49.95
54	14	\$75.68	\$75.68	\$59.50	\$59.50
60	14	\$83.14	\$83.14	\$110.00	\$110.00
66	14	\$91.82	\$91.82	\$126.00	\$126.00
72	14	\$100.50	\$100.50	\$139.00	\$139.00
78	14	\$107.95	\$107.95	\$174.00	\$174.00
84	14	\$116.64	\$116.64	\$190.00	\$190.00
90	14	\$124.08	\$124.08	\$205.00	\$205.00
96	14	\$132.77	\$132.77	\$210.00	\$210.00
36	12	No Bid	No Bid	\$50.75	\$50.75
42	12	No Bid	No Bid	\$59.00	\$59.00
48	12	No Bid	No Bid	\$68.00	\$68.00
54	12	\$102.98	\$102.98	\$80.00	\$80.00
60	12	\$114.15	\$114.15	\$110.00	\$110.00
66	12	\$125.32	\$125.32	\$126.00	\$126.00
72	12	\$136.50	\$136.50	\$130.00	\$130.00
78	12	\$147.67	\$147.67	\$170.00	\$170.00
84	12	\$158.83	\$158.83	\$190.00	\$190.00
90	12	\$192.10	\$192.10	\$205.00	\$205.00
96	12	\$206.11	\$206.11	\$210.00	\$210.00
102	12	\$217.33	\$217.33	\$210.00	\$210.00
108	12	\$231.36	\$231.36	\$212.00	\$212.00
114	12	\$243.90	\$243.90	\$260.00	\$260.00
120	12	\$256.60	\$256.60	\$265.00	\$265.00
48	10	No Bid	No Bid	\$89.90	\$89.90
54	10	\$143.36	\$143.36	\$103.00	\$103.00
60	10	\$159.60	\$159.60	\$110.00	\$110.00
66	10	\$180.89	\$180.89	\$126.00	\$126.00
72	10	\$196.30	\$196.30	\$139.75	\$139.75
78	10	\$213.12	\$213.12	\$174.90	\$174.90
84	10	\$229.95	\$229.95	\$195.00	\$195.00
90	10	\$245.37	\$245.37	\$207.00	\$207.00
96	10	\$263.60	\$263.60	\$217.00	\$217.00
102	10	\$277.62	\$277.62	\$220.00	\$220.00
108	10	\$295.85	\$295.85	\$235.00	\$235.00
114	10	\$311.29	\$311.29	\$240.00	\$240.00
120	10	\$328.10	\$328.10	\$270.00	\$270.00
126	10	\$346.33	\$346.33	No Bid	No Bid
132	10	\$363.15	\$363.15	No Bid	No Bid
138	10	\$378.59	\$378.59	No Bid	No Bid
144	10	\$395.40	\$395.40	No Bid	No Bid
60	8	No Bid	No Bid	No Bid	No Bid
66	8	No Bid	No Bid	No Bid	No Bid
72	8	No Bid	No Bid	No Bid	No Bid

78	8	No Bid	No Bid	No Bid	No Bid
84	8	No Bid	No Bid	No Bid	No Bid
90	8	No Bid	No Bid	No Bid	No Bid
96	8	No Bid	No Bid	No Bid	No Bid
102	8	No Bid	No Bid	No Bid	No Bid
108	8	No Bid	No Bid	No Bid	No Bid
114	8	No Bid	No Bid	No Bid	No Bid
120	8	No Bid	No Bid	No Bid	No Bid

Corrugated Metal Culvert Pipe (5"X1" Corrugation)

Size "	Gage	Picked Up	Delivered	Picked Up	Delivered
40x31	16	No Bid	No Bid	\$31.95	\$31.95
46x36	16	No Bid	No Bid	\$39.95	\$39.95
53x41	16	No Bid	No Bid	\$46.00	\$46.00
60x46	16	No Bid	No Bid	\$64.00	\$64.00
66x51	16	No Bid	No Bid	\$87.00	\$87.00
73x55	16	No Bid	No Bid	\$120.00	\$120.00
81x59	16	No Bid	No Bid	\$129.50	\$129.50
87x63	16	No Bid	No Bid	\$130.00	\$130.00
95x64	16	No Bid	No Bid	\$135.00	\$135.00
103x71	16	No Bid	No Bid	\$143.00	\$143.00
112x75	16	No Bid	No Bid	\$180.00	\$180.00
40x31	14	No Bid	No Bid	\$36.75	\$36.75
46x36	14	No Bid	No Bid	\$45.80	\$45.80
53x41	14	No Bid	No Bid	\$49.75	\$49.75
60x46	14	No Bid	No Bid	\$59.38	\$59.38
66x51	14	No Bid	No Bid	\$65.00	\$65.00
73x55	14	No Bid	No Bid	\$70.25	\$70.25
81x59	14	No Bid	No Bid	\$65.01	\$65.01
87x63	14	No Bid	No Bid	\$79.50	\$79.50
95x67	14	No Bid	No Bid	\$85.50	\$85.50
103x71	14	No Bid	No Bid	\$97.75	\$97.75
112x75	14	No Bid	No Bid	\$144.00	\$144.00
53x41	12	No Bid	No Bid	\$63.00	\$63.00
60x46	12	\$120.12	\$120.12	\$74.00	\$74.00
66x51	12	\$133.15	\$133.15	\$87.00	\$87.00
73x55	12	\$151.53	\$151.53	\$130.00	\$130.00
81x59	12	\$165.03	\$165.03	\$135.00	\$135.00
87x63	12	\$178.55	\$178.55	\$142.70	\$142.70
95x67	12	\$192.05	\$192.05	\$161.00	\$161.00
103x71	12	\$205.54	\$205.54	\$170.50	\$170.50
112x75	12	\$220.55	\$220.55	\$171.00	\$171.00
117x79	12	\$232.54	\$232.54	\$179.00	\$179.00
128x83	12	\$247.55	\$247.55	\$186.00	\$186.00
137x87	12	\$261.05	\$261.05	\$197.00	\$197.00
142x91	12	\$274.56	\$274.56	\$250.00	\$250.00
Size "					
81x59	10	\$210.04	\$210.04	\$154.00	\$154.00
87x63	10	\$228.05	\$228.05	\$174.95	\$174.95
95x67	10	\$246.05	\$246.05	\$180.00	\$180.00
103x71	10	\$262.56	\$262.56	\$196.00	\$196.00
112x75	10	\$282.06	\$282.06	\$206.65	\$206.65
117x79	10	\$297.06	\$297.06	\$210.00	\$210.00

12/6/2016 Item BB3

128x83	10	\$316.56	\$316.56	\$218.00	\$218.00
137x87	10	\$333.07	\$333.07	\$263.00	\$263.00
142x91	10	\$351.08	\$351.08	\$292.00	\$292.00
66x51	8	No Bid	No Bid	No Bid	No Bid
73x55	8	No Bid	No Bid	No Bid	No Bid
81x59	8	No Bid	No Bid	No Bid	No Bid
87x63	8	No Bid	No Bid	No Bid	No Bid
95x64	8	No Bid	No Bid	No Bid	No Bid
103x71	8	No Bid	No Bid	No Bid	No Bid
112x75	8	No Bid	No Bid	No Bid	No Bid
117x79	8	No Bid	No Bid	No Bid	No Bid
128x83	8	No Bid	No Bid	No Bid	No Bid
137x87	8	No Bid	No Bid	No Bid	No Bid
142x91	8	No Bid	No Bid	No Bid	No Bid

Supply Locations:

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Cal Markert/Frank Lundy

ITEM TITLE

Competitive Bid #WG17-03 - Provision of Fence Installation and Repair on County Right-of-Ways for the Baldwin County Commission

STAFF RECOMMENDATION

Reject the bid received and authorize the Purchasing Manager to re-bid the Provision of Fence Installation and Repair on County Right-of-Ways and 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 INFORMATION

Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	See Below

Bids were opened in the Purchasing Conference Room on November 3, 2016, at 11:00 a.m. One (1) bid was received. Staff is recommending that the Commission reject the bid received and authorize the Purchasing Manager to re-bid for the Provision of Fence Installation and Repair on County Right-of-ways to possibly receive better pricing.

PREVIOUS COMMISSION ACTION:

10/18/16 meeting: 1) Approved the specifications for the Provision of Fence Installation and Repair on County Right-of-Ways and authorized the Purchasing Manager to place a competitive bid; 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.

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to bidder and mail bids
ATTACHMENTS	
1. WG17-03 Specifications.doc	
APPROVALS	
Budget	
Personnel	
Administration	Keri Green 11/23/2016 3:06:15 PM
Chairman and County Administrator	Chris Elliott 11/28/2016 9:58:53 AM

BID #WG17-03 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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

BID RESPONSE FORM

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

AWARD

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

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

Purchase Orders will be issued for the services.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2017 and 2018), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2016 contract with its intent to extend the contract. The prices for 2016 shall also apply to the extension period(s).

BIDDER QUALIFICATIONS

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

LAWS AND REGULATIONS

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

TRAFFIC CONTROL, SAFETY ITEMS

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

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

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

COUNTY'S PROTECTIVE LIABILITY INSURANCE

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

HOLD HARMLESS PROVISION

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from

any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

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

CANCELLATION CLAUSE

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

LEGAL COMPLIANCE

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

SCOPE OF SERVICES FOR THE FENCE INSTALLATION AND REPAIR

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

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

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

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

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

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

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

BID #WG17-03 RESPONSE FORM

Provision of Fence Installation & Repair

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

Company Rep: _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

BID #WG17-03 RESPONSE FORM

Provision of Fence Installation & Repair

Page 2 of 2

DELIVERED F.O.B. BALDWIN COUNTY

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

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: _____

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

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

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining

provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

PROVIDER:

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG17-03**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG17-03 – Provision of Fence Installation and Repair on County Right-of-Ways for the Baldwin County Commission”.

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

XVII. General Responsibilities of the COUNTY.

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

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

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

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

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

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

an additional insured. This indemnification shall survive the expiration of this Contract.

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

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

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

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

COUNTY

ATTEST:

T. CHRISTOPHER ELLIOTT / Date
Chairman

RONALD J. CINK/ Date
County Administrator/Budget Director

NOTARY PAGE AND SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, T. Christopher Elliott, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2016.

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 _____, 2016.

Notary Public
My Commission Expires

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Charlie Jones/Steve Stewart
ITEM TITLE	
Competitive Bid #WG17-04 - Provision of Police Vehicle Equipment (Brake Rotors) for the Baldwin County Commission	
STAFF RECOMMENDATION	
<p>Take the following actions:</p> <p>1) Approve the specifications and authorize the Purchasing Manager to place a competitive bid for the Provision of Police Vehicle Equipment (Brake Rotors) for the Baldwin County Commission; and</p> <p>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.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
The Sheriff's Department has requested that a competitive bid be placed for the provision of Police Vehicle Equipment (Brake Rotors) for 2012 through 2017 Police Vehicles. Recommend the Commission approve the specifications and authorize the Purchasing Manager to place a competitive bid.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No

LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - mail bids
ATTACHMENTS	
1. WG17-04 Specifications.docx	
APPROVALS	
Budget	
Personnel	
Administration	Keri Green 11/23/2016 3:07:39 PM
Chairman and County Administrator	Chris Elliott 11/28/2016 9:59:13 AM

BID #WG17-04 SPECIFICATIONS

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

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

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

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

BID RESPONSE FORM:

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The bid Guarantee should be attached to the front of the Response Form. **All exceptions must be listed and attached to the bid response form.**

Prices bid shall be firm for a twelve (12) month period beginning on the day of the award. It is the County's intent to award the bid to one vendor.

WARRANTY:

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

DELIVERY

Delivery shall be made within **thirty (30)** days after receipt of order. Lead time shall be designated on the Bid Response Form. Delivery shall be to the Baldwin County Sheriff's Department, 18126 County Road 54, Robertsedale, AL., 36567. Delivery shall be set up with Steve Stewart at (251) 331-7127.

2012 thru 2017 Chevrolet Police Tahoe, 2016 thru 2017 Ford Police Interceptor and 2013 Chevrolet Caprice brakes.

Front Rotors: Factory OEM Equipment or equivalent

Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

Rear Rotors: Factory OEM Equipment or Equivalent

Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

BID #WG17-04 RESPONSE FORM

Provision of Police Vehicle Equipment (Brake Rotors)

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself Yes or No

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

Financing Agency Authorized Signature

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

BID #WG17-04 RESPONSE FORM

Provision of Sheriff's Office Vehicle Equipment (Brake Rotors)

Page 2 of 2

Front Rotors: Factory OEM Equipment or equivalent

Model: _____
Amount Bid: _____ each

Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

Model: _____
Amount Bid: _____ each

Rear Rotors: Factory OEM Equipment or Equivalent

Model: _____
Amount Bid: _____ each

Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

Model: _____
Amount Bid: _____ each

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Reggie Chitwood/Brian Peacock
ITEM TITLE	
Competitive Bid #WG17-06 - Purchase and Installation of an Audio/Video System at the Baldwin County Emergency Management Agency Located in Robertsdale, Alabama	
STAFF RECOMMENDATION	
<p>Take the following actions:</p> <p>1) Approve the specifications for the Purchase and Installation of an Audio/Video System at the Baldwin County Emergency Management Agency located in Robertsdale, Alabama and authorize the Purchasing Manager to place a competitive bid; and</p> <p>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.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>The Commission during the FY17 budget approved the purchase of a new Audio/Video System at the EMA building located in Robertsdale. The Baldwin County Emergency Management Agency (EMA) provides facilities and training services for the County's employees, outside organizations and community groups. These various entities utilize the Emergency Operations Center (EOC) located within the EMA to conduct training classes and exercises throughout the year.</p> <p>When activated, the EOC becomes the nerve center of the county for response and recovery</p>	

efforts during an emergency or disaster.

The EOC relies on a robust audio/visual system for training and to share information with key stakeholders who are coordinating response efforts to incidents within Baldwin County. The current analog system was installed approximately 20 years ago and is reaching end of life.

With replacement due, advances in technology dictate that the audio/visual system in the EOC be brought up to current standards to allow expansion for future requirements.

FINANCIAL IMPACT

Does the recommendation have a financial impact? No

LEGAL IMPACT

Are there any legal documents required to be executed if this recommendation is approved? No

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? No

CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016

Is the recommendation applicable to the goals set forth in the Strategic Plan? Yes

POLICY IMPACT

Is the recommendation consistent with Commission Policy? Yes

Which Commission policy is applicable to this recommendation? BC Purchasing Policies

PERSONNEL IMPACT

Does the recommendation have personnel impact? No

IMPLEMENTATION

Is implementation for this item time sensitive? No

Department(s)/Individual(s) responsible for follow up activities and specific actions required: Wanda Gautney/Purchasing Manager - mail bids

ATTACHMENTS

1. WG17-06 Specifications.doc

APPROVALS

Budget

Personnel

Administration

Keri Green 11/23/2016 3:09:18 PM

Chairman and County Administrator

Chris Elliott 11/28/2016 9:59:49 AM

BID # WG17-06 SPECIFICATIONS

PROJECT SUMMARY

The purpose of this Invitation to Bid (ITB) is to provide an Audio/Video System at the Baldwin County Emergency Management Agency located in Robertsedale, Alabama. This ITB will consist of the Base Bid Amount. The successful bidder will be responsible for delivering a turn-key solution that will consist of design, installation, equipment, labor, materials, training, and one year on site maintenance.

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working system(s) shall be furnished. All equipment must be current models and versions.

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.

If a "or equal" item is bid, it will be Bidders responsibility to prove that "or equal" item is in fact equal. Specifications listed highlight important features, but do not constitute full specifications used to determine "or equal" acceptance.

BID RESPONSE FORM:

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

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. Proof of bonding ability for this project must be submitted with bid. **NO BID WILL BE ACCEPTED WITHOUT THE CERTIFICATION OF INSURANCE.**

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case an 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, it's 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.

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 \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

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

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractor 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.

BACKGROUND

The Emergency Operations Center relies on a robust audio visual system to share information with key stakeholders who are coordinating response efforts to incidents within Baldwin County. Our current system consists of a dual camera system that projects on a high wall in the room. The system has multiple wired inputs to PCs throughout the space. With our current system, we are unable to maximize our display options which limit our ability to create a common operating picture. In addition, the current system is beginning to age and is showing signs of deterioration.

INTENT

It is the intent of these specifications, terms and conditions to describe audiovisual upgrades necessary to enhance the quality and performance of the audio and visual equipment that are part

of the Baldwin County Emergency Management Agency. The AV Contractor is responsible for supervision and technical labor, material, equipment, and all appurtenances necessary to provide a complete and operational audiovisual system including but not limited to the following systems; video display and routing systems, IP television distribution, audio systems and equipment, collaboration software and remote control system, to meet the requirements of the EMA.

SCOPE

The Baldwin County Emergency Management Agency provides facilities and training services for the County's employees, departments, as well as community members, and organizations. Services include meeting rooms, and conference support. Some rooms feature an integrated audiovisual system used for classes, meetings, and presentations.

The Baldwin County EMA has rooms of varying sizes, each with a different audio and visual technology configuration. The original analog system was installed approximately 20 years ago, and is mostly beyond end-of-life; the projectors were updated prior to 2007.

This project includes modernizing and integrating new technology systems in the Emergency Operations Center (EOC) and training rooms within the Baldwin County EMA facility. The project also includes the renovation of the audiovisual systems and removal of existing audiovisual equipment, the installation of new equipment and cabling, programming of control systems, configuration and programming of digital signal processing systems, testing and recalibration of the installed systems, and maintenance and support of the updated systems.

All functionality of the existing system shall be maintained, whether explicitly stated in this document or not. The vendor will supply and install a turnkey audiovisual system to include all equipment and materials, whether specifically mentioned herein or not, to ensure a complete and operating system that provides audio and video quality. The project encompasses installation and upgrade of audio/visual systems in three rooms in the EMA facility.

System Requirements:

The system shall be fully integrated and include the following:

- ∨ All labor associated with design, planning, project management, installation, onsite-training, etc. to complete the installation.

- Qty: 1 – AVC # Custom System (or Equal) 4 x 2 Full resolution LCD Flat Panel Video Wall Display System w/ 2-Additional LCD Displays, Control System, Encoding, 48 Port Managed Switch.
To Include (but not limited to):
- Qty: 8 – Christie #135-004105-01 (or Equal) FHD552-X, 55" Full HD, 3.5mm combined bezel, 500 nits LED LCD Display
- Qty: 8 – Christie # 007-000038-01 (or Equal) 3-year On-Site Repair & 24/7 Technical Support, include Technician Repair or replace at no additional charge
- Qty: 8 - PLS #DS-VW765-LQR (or Equal) Full Service Landscape LCD Video Wall Mount, front access
- Qty: 6 – PLS #DS-VWS040 (or Equal) LCD Spacer Kit, 55" Landscape
- Qty: 1 – Sharp #LC80LE66IU (or Equal) 80" Class (80" diagonal) Commercial LED Smart TV – Brilliant High Definition (1920 x 1080) resolution with 300 cd/m2 Brightness and 5,000:1 Contrast Ratio. Built-in USB Media Player, Digital Tuner, and 10W per Channel Stereo Audio System. 3-Year Onsite Limited Warranty
- Qty: 1 - Sharp #LC-70LE661U (or Equal) 70" Class (70" diagonal) Commercial LED Smart TV –

- Brilliant High Definition (1920 x 1080) resolution with 300 cd/m2 Brightness and 5,000:1 Contrast Ratio. Built-in USB Media Player, Digital Tuner, and 10W per Channel Stereo Audio System. 3-Year Onsite Limited Warranty
- Qty: 2 - Premier #P4263F (or Equal) Fixed Wall Mount
- Qty: 9 - Extron #60-1272-12 (or Equal) DTP DVI 4K 230 TX, Shielded Cat6 Transmitter (Displays)
- Qty: 9 - Extron #60-1272-13 (or Equal) DTP DVI 4K 230 RX, Shielded Cat6 Receiver (Displays)
- Qty: 2 - Extron #60-1022-01 (or Equal) PS 124, 12 VDC, 4.0 Amp Power Supply
- Qty: 5 - Extron #60-604-11 (or Equal) RSB 126, 1U 6" Deep Basic Rack Shelf, Gray
- Qty: 9 - Extron #26-662-02 (or Equal) DVID SL Ultra/1.5, DVI D-D Cable, 1.5'
- Qty: 9 - Extron #26-662-03 (or Equal) DVID SL Ultra/3, DVI D-D Cable 3'
- Qty: 8 - Extron #26-702-75 (or Equal) XTP DTP 24/75, Precision-terminated Shielded Twisted Pair Cable
- Qty: 1 - Extron #26-702-100 (or Equal) XTP DTP 24/100, Precision-terminated Shielded Twisted Pair Cable
- Qty: 6 - Christie #120-059105-01 (or Equal) Phoenix Node with:
- Two DL-DVI outputs up to 2560x1600 resolution each
 - Supports display rotation (portrait or landscape)
 - Supports bezel compensation
 - Support display overlap for blended applications (external blending)
 - 12x 1080p30 H.264 streams decoded per Phoenix node in freely scalable windows
 - Two DVI inputs up to 1080p resolution
 - Support for HDCP
 - Encodes to high quality H.264 video streams
 - Two 3.5mm mini stereo analog audio inputs
 - Two mini-USB connectors (for soft KVM support)
 - Two Gigabit Ethernet RJ45 ports
 - Support for IPv4, IPv6
 - Includes rack mount ears
- Requires Gigabit Ethernet with IGMPv2 or higher and PIM support to operate**
- Qty: 1 - Christie #120-123107-01 (or Equal) Phoenix SW 6-15 (Software License for Above)
- Qty: 1 - CISCO #WS-C3850-48T-L (or Equal) Includes Option: Cisco CON-SNT-WSC388TL, 24/7 Service and support
- Qty: 1 - AVC #CCPC (or Equal) Control Client Operations Software PC & Monitor
- Lot AVC #SC6NET (or Equal) Shielded Cat6 Interconnection Cabling
- Qty: 1 - AVC #Control System (or Equal) AV# Control Processor
- Cage3 Expansion cage
 - 2-C3COM-3 Control Card
 - V12 Tilt-B 12" Color Control Touch Panel
 - DGE-1, Digital Graphic Engine
 - 2 ea. Extron #26702-75 (or Equal) XTP DTP 24/75, Precision terminated Shielded Twisted Pair Cable
- Qty: 1 - Barco #R9861008NA (or Equal) CSC ClickShare 4 Channel with 4-Buttons and Tray
- Qty: 1 - Barco # R9861006R01 (or Equal) CSC Rack Mount Kit
- Qty: 2 - Extron #26-681-06 (or Equal) DP-DVID/6, DP to DVI-D SL, Active, 6'
- Qty: 2 - Extron #60-1272-12 (or Equal) DTP DVI 4K 230 TR, Shielded Cat6 Transmitter
- Qty: 4 - Extron #60-1366-13 (or Equal) DTP-T-UWP-232D, HD15, Audio & HDMI Digital Input TX, Double Gang, Blk., POE - No LAN Connection
- Transmits HDMI or analog video, audio, and bidirectional
 - RS-232 and IR up to 230 feet (100 m) over a shielded CAT6 cable
- Qty: 6 - Extron #60-1272-13 (or Equal) DTP DVI 4K 230 Rx, Shielded Cat6 Receiver (Displays)
- Qty: 1 - Extron #60-1022-01 (or Equal) PS 124, 12 VDC, 4.0 Amp Power Supply
- Qty: 1 - Extron #60-604-11 (or Equal) RSB 126, 1U 6" Deep Basic Rack Shelf, Gray
- Qty: 5 - Extron #26-662-02 (or Equal) DVID SL Ultra/1.5, DVI D-D Cable, 1.5'
- Qty: 3 - Extron #26-662-06 (or Equal) DVID SL Ultra/6, DVI D-D Cable 6'
- Qty: 2 - Extron #26-614-03 (or Equal) HDMI DVI-D/12, HDMI-DVI Cable 12'
- Qty: 3 - Extron #26-702-75 (or Equal) XTP DTP 24/75, Precision-terminated Shielded Twisted Pair Cable

- Qty: 3 - Extron #26-702-100 (or Equal) XTP DTP 24/100, Precision-terminated Shielded Twisted Pair Cable
- Qty: 4 - Extron #26-663-06 (or Equal) HDMI/Ultra/6, Flexible High Speed HDMI Cable
- Qty: 4 - Extron #26-566-02 (or Equal) MVGA-A M-M/6, Male to Male 15-pin HD Micro HR with Audio Cable
- Qty: 10 - Extron #26-571-03 (or Equal) 3.5 mm Male to Male Stereo Audio Cable
- Qty: 4 - Extron #26-571-06 (or Equal) 3.5 mm Male to Male Stereo Audio Cable
- Qty: 1 - MA #VRK-44-31H (or Equal) VRK Vertical Rack, 44-RU, w/Vented Locking Rear Door
- Lot MA #VLB (or Equal) Vertical Lacing Bars
- Set MA #SPN-44-312 (or Equal) Side Panels, Set of 4
- Qty: 1 - MA #LVFD44 (or Equal) Locking Vented Front Door
- Qty: 4 - MA #PDT-615C (or Equal) Vertical Surge Power Strip
- Qty: 1 - MA #EB1-CP-12 (or Equal) Blank Panels
- Qty: 1 - MA #HP-500 (or Equal) Rack Screws

Vendor Requirements:

- ∨ Successful bidder shall design an integrated system that meets the minimum requirements specified.
- ∨ Successful bidder shall have a factory trained and certified programmer on staff to program and service the integrated system as required by the customer.
- ∨ The successful bidder must be an authorized dealer/reseller for all items used.
- ∨ Bidder must include Authorized Service Dealer (ASD) certificate with bid response.
- ∨ The successful bidder shall provide complete and accurate wiring diagrams and schematics upon the completion of the project.
- ∨ Price shall include all labor (design, installation, programming, and training), miscellaneous parts, tools, freight, etc.
- ∨ The quality of installation must meet with the satisfaction of County Staff.
- ∨ Successful bidder must include with the ITB a minimum of two examples, with references, of similar projects that have been satisfactorily completed in the last two years.

The specifications contained here in shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working system(s) shall be furnished. The equipment to be purchased must be compatible and integrate seamlessly. All equipment must be current models and versions.

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.

If a "or equal" item is bid, it will be Bidders responsibility to prove that "or equal" item is in fact equal. Specifications listed highlight important features, but do not constitute full specifications used to determine "or equal" acceptance.

WARRANTY / MAINTENANCE

The successful bidder will be required to furnish one year of onsite Warranty/Maintenance to include materials and labor for all items and work performed under this Bid. Response time must be a minimum of next business day service.

DOCUMENTATION

After installation the successful bidder will be required to furnish all documentation, manuals, and other printed matter relating to the operation and maintenance of the equipment. Additionally, they will be required to furnish a schematic of the system and components as installed.

TRAINING

After installation the successful bidder will be required to furnish a training class for County Staff on all user aspects of the system installed.

DELIVERY/ SHIPPING COST

The successful bidder will be responsible for ordering, shipping, delivery, and receiving of all equipment and materials to the project site. The price bid shall include all shipping costs.

INTENT TO AWARD TO ONE BIDDER

It is the County's intent to award the bid to one Bidder.

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.

TIME OF COMPLETION

This entire project must be completed within forty-five (45) days of notification to proceed.

BID # WG17-06 RESPONSE FORM

Audio/Video System at EMA

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself Yes or No

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

Financing Agency Authorized Signature

Brochures showing the equipment offered, Authorized Service Dealer (ASD) certificate and two examples with references of similar projects that have been satisfactorily completed in the last two years, shall be attached to this Response Form.

Audio/Video System

Amount Bid: \$ _____

Completion Time: _____

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 #WG17-06**", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG17-03 – Purchase and Installation of Audio/Video System at the Baldwin County Emergency Management Agency located in Robertsdale, Alabama".

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 **forty-five (45) 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 (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:

T. CHRISTOPHER ELLIOTT / Date
Chairman

RONALD J. CINK/ Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, T. Christopher Elliott, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2016.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Providers Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2016.

Notary Public
My Commission Expires

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney
ITEM TITLE	
Competitive Bid #WG17-07 - Provision of Rental Equipment for the Baldwin County Commission	
STAFF RECOMMENDATION	
<p>Take the following actions:</p> <p>1) Approve the specifications and authorize the Purchasing Manager to place a competitive bid for the Provision of Rental Equipment; and</p> <p>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.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Manager to place a competitive bid for the Provision of Rental Equipment for the Baldwin County Commission.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	

Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - mail bids
ATTACHMENTS	
1. WG17-07 Specifications.pdf	
APPROVALS	
Budget	
Personnel	
Administration	Keri Green 11/23/2016 3:09:59 PM
Chairman and County Administrator	Chris Elliott 11/28/2016 10:00:27 AM

BID #WG17-07 SPECIFICATIONS

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

Bidder shall give a daily, weekly and monthly rental rate as indicated on the Bid Response Form. The rate shall include all applicable charges, to include but not limited to delivery, maintenance, etc., however, equipment will be covered under Baldwin County's Insurance while in the County's possession. There shall be no overtime charges.

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.

The bid price will be firm for one (1) calendar year period, to begin on the day of the bid award.

Equipment offered can be new or used, but it must be in good operating condition and have a maximum of 3000 operating hours unless otherwise approved by Baldwin County. Equipment shall meet all state and federal safety regulations.

In the event of breakdown the equipment must be repaired or replaced immediately. If the equipment cannot be repaired within an eight (8) hour period then the Supplier will replace the equipment. All maintenance of equipment and equipment repairs (i.e. hoses, bucket teeth, blades, routine servicing, etc.) shall be included as subsidiary items in bid price. Repair damages caused by negligence or equipment misuse will be addressed individually with supplier on a case by case basis.

Baldwin County will terminate rental with one (1) day written notice to supplier. If the rental is terminated during the month then the rate will be prorated by the day or week. **NOTE:** Month is designated as thirty (30) days. Rental paperwork must be presented to the Purchasing Officer the same day as delivery of the unit.

AWARD

In the event the awarded bidder is not open for business or cannot provide the equipment needed then the secondary awarded bidder will become the prime supplier of the equipment for the day.

DELIVERY

Delivery or pickup shall be as soon as possible but not more than twenty-four (24) hours after receipt of order. Delivery will be to the following locations: Bay Minette Highway Barn, Silverhill Highway Barn, Foley Highway Barn, Bay Minette Transfer Station, MacBride Inert Landfill-Loxley, Magnolia Landfill, Bay Minette Building Maintenance Shop, Baldwin County Corrections Center.

LIST OF EQUIPMENT

Pumps

6 in. Diesel Powered Hydraulic Pump with 100 ft. suction hose and 200 ft. discharge hose

2 in. Electric Submerge Pump with 200 ft. hose

Mud Pump - Portable with wheels & handle, (wheeled transport dolly)

Handle liquids with solids up to 3/8" diameter

Minimum of 3.5 HP

Complete with all strainers, hoses, etc.

Grinders

12 ft. Wood Grinder with **Operator**-Powered by Diesel, Minimum Reach of 27' w/capabilities of lifting 5000 lbs.

Tub Grinder - List various sizes available w/price

Chipper

Bandit Model 1890 Wood Chipper or equivalent

Burner

Curtain Burner/30 foot

Generator

3500 Watt Honda Generator or equivalent

Light

Diesel Powered Light Plants w/four 1000 watt Metal Halide Flood Lights

Air Compressor

285 CFM Diesel Powered Air Compressor with 100 ft. of 1 in. air hoses or equivalent

Welding Machine

Gas Powered Portable Welding Machine - Medium Duty

Lifts

40 ft. Towable Bucket Lift

Toyota Model 7FGU25 Forklift

Scissor Lift

Trenchers

Trencher - List various sizes available w/price

Boring Machines

Horizontal Directional Boring Machine - List various sizes available w/price

Trucks

Diesel Powered Knuckle Boom Truck-8'wide 18' Long 24 CU Yard with Barn Door Tailgate
Boom Rotation 280 Degree by Hydraulic Motor

Mack Tri-Axle 21 Yard Dump Truck or equivalent

Freightliner Single Axle 8 Yard Dump Truck or equivalent

Mack Tandem Axle 14 Yard Dump Truck or equivalent

Volvo A25D -25 ton 6x6 Articulated Off Road Truck or equal

Loaders

938K Rubber Tire Loader with 4 way bucket w/2.5 CU Yard Multipurpose Bucket or equivalent

Cat 966K FrontEnd Loader or equivalent

Caterpillar 963D Track Loader with multipurpose bucket or equal

Compact Track Loader Bobcat T870 with high capacity Hydraulic Pump used for our forestry cutter and asphalt grinder

Bobcat T870 attachments

Excavators

Cat 336E Excavator with Thumb and A/C or equivalent

Cat 329E Excavator with Thumb and A/C or equivalent

Cat 324E Excavator with Thumb and A/C or equivalent

Cat 318 Rubber Tire Excavator or equivalent

XL4100 Gradall or equivalent

Cat 329 Long Reach Excavator with A/C or equivalent with 60 ft. Reach

Ditch Cleaning Bucket for Excavator

CAT 349 Excavator

Motor Graders

Cat 12M3 Motor Grader or equivalent

Cat 12M3 Motor Grader with Front Blade or equivalent

Dozers

Cat D6K LGP Dozer with Straight Blade or equivalent

Cat D6K LGP Dozer with Tilt Blade or equivalent

Back Hoe

Cat 416E Back Hoe or equivalent

Compactors

4-6 Ton Steel Wheel Roller w/ compaction width of 66 in or equivalent

8-10 Ton Steel Wheel Roller w/ compaction width of 84 in or equivalent

9-12 Ton Rubber Tire Roller or equivalent

Cat CP44 Sheepfoot Roller or equivalent w/ blade

Cat CP74 Sheepfoot Roller or equivalent

One Ton Small Steel Wheel Roller

Tractors

114 HP Kubota Farm Type Tractor or equivalent with closed cab, 4WD, A/C, must be able to handle County owned 1000 rpm 15 ft. Batwing Mowers, new or maximum of 500 hours running time.

Skid Steer Loaders

Cat 262C Skid Steer Loader(Hi-Flo) 73 hp or equal

Cat 226B Skid Steer Loader 59 hp or equal

Skid Steer Loader Attachments

Auger 8" - 36" bits for Cat Skid Steer Loader or equal

Angle Broom for Cat Skid Steer Loader or equal

Cold Planner for Cat Skid Steer Loader or equal

Forks for Cat Skid Steer Loader or equal

Hydraulic Hammer for Cat Skid Steer Loader or equal

Tracks for Cat Skid Steer Loader or equal

Brush Cutter for Cat Skid Steer Loader or equal

Rotary Cutter for Cat Skid Steer Loader or equal

Screener

Kolberg Model 271 Portable Screening Plant or equal; Sand & gravel TPH - up to 350, Soil TPH - up to 250, Hopper capacity - 9 cu. yd., Belt feeder - 36" x 11'6", Feed conveyor - 30" x 40", Standard screen size - 4'x8', 2-decks, Optional screen size - 4'x10', 2-decks, Optional

Screen size II - 4'x8', 3-decks, power - 80 hp - as small as 1/2" stone

Milling Machine

Milling Machine (Wirtgen 2000 or equivalent) with operators

Minimum 6.5 ft. Milling width

Asphalt Pavers

Mauldin 1750-C Asphalt Spreader or equal

Cat AP600D Asphalt Spreader or equal

Cat AP1000D Asphalt Spreader or equal

Garbage Trucks

25 Cubic Yard Rear Loader Garbage Truck

13 Cubic Yard Rear Loader Garbage Truck

Mobilization to and from County custody is to be included in rental price.
County will move equipment between project sites.

BID #WG17-07 RESPONSE FORM

Rental Equipment

1 of 11

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself Yes or No

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

Financing Agency Authorized Signature

Brochures showing the equipment offered should be attached to this Response Form or a Description of equipment should be attached.

BID #WG17-07 RESPONSE FORM

Rental Equipment
2 of 11

Pumps

6 in. Diesel Powered Hydraulic Pump with 100 ft. suction hose and 200 ft. discharge hose

PICKED-UP

DELIVERED

Daily Amount: _____

Daily Amount: _____

Weekly Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Monthly Amount: _____

2 in. Electric Submerge Pump with 200 ft. hose

PICKED-UP

DELIVERED

Daily Amount: _____

Daily Amount: _____

Weekly Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Monthly Amount: _____

Mud Pump

PICKED-UP

DELIVERED

Daily Amount: _____

Daily Amount: _____

Weekly Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Monthly Amount: _____

Grinders

12 ft. Wood Grinder with Operator-Powered by Diesel, Minimum Reach of 27' w/Capabilities of lifting 5000 lbs.

PICKED-UP

DELIVERED

Daily Amount: _____

Daily Amount: _____

Weekly Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Monthly Amount: _____

Tub Grinder -List various sizes available w/price

PICKED-UP

Size: _____

Size: _____

Size: _____

Daily Amount: _____

Daily Amount: _____

Daily Amount: _____

Weekly Amount: _____

Weekly Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Monthly Amount: _____

Monthly Amount: _____

DELIVERED

Size: _____

Size: _____

Size: _____

Daily Amount: _____

Daily Amount: _____

Daily Amount: _____

Weekly Amount: _____

Weekly Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Monthly Amount: _____

Monthly Amount: _____

Chipper

Bandit Model 1890 Wood Chipper or equal

PICKED-UP

DELIVERED

Daily Amount: _____

Daily Amount: _____

Weekly Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment
3 of 11

Curtain Burner

Curtain Burner 30 foot

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Generator

3500 Watt Honda Generator or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Light

Diesel Powered Light Plants w/four 1000 watt Metal Halide Flood Lights

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Air Compressor

285 CFM Diesel Powered Air Compressor with 100 ft. of 1 in. air hoses or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Welding Machine

Gas Powered Portable Welding Machine - Medium Duty

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Lifts

40 ft. Towable Bucket Lift

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment

4 of 11

Toyota Model 7FGU25 Forklift or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Scissor Lift

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Trenchers

Trencher - List various sizes available w/price

PICKED-UP

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Boring Machines

Horizontal Directional Boring Machine - List various sizes available w/price

PICKED-UP

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Size: _____

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment
5 of 11

Trucks

**Diesel Powered Knuckle Boom Truck-8' Long 24 CU Yard with Barn Door Tailgate
Boom Rotation 280 Degree by Hydraulic Motor**

<u>PICKED-UP</u>	<u>DELIVERED</u>
Daily Amount: _____	Daily Amount: _____
Weekly Amount: _____	Weekly Amount: _____
Monthly Amount: _____	Monthly Amount: _____

Mack Tri-Axle 21 Yard Dump Truck or equal

<u>PICKED-UP</u>	<u>DELIVERED</u>
Daily Amount: _____	Daily Amount: _____
Weekly Amount: _____	Weekly Amount: _____
Monthly Amount: _____	Monthly Amount: _____

Freightliner Single Axle 8 Yard Dump Truck or equal

<u>PICKED-UP</u>	<u>DELIVERED</u>
Daily Amount: _____	Daily Amount: _____
Weekly Amount: _____	Weekly Amount: _____
Monthly Amount: _____	Monthly Amount: _____

Mack Tandem Axle 14 Yard Dump Truck or equal

<u>PICKED-UP</u>	<u>DELIVERED</u>
Daily Amount: _____	Daily Amount: _____
Weekly Amount: _____	Weekly Amount: _____
Monthly Amount: _____	Monthly Amount: _____

Volvo A25D -25 ton 6x6 Articulated Off Road Truck or equal

<u>PICKED-UP</u>	<u>DELIVERED</u>
Daily Amount: _____	Daily Amount: _____
Weekly Amount: _____	Weekly Amount: _____
Monthly Amount: _____	Monthly Amount: _____

Loaders

938K Rubber Tire Loader with 4 way Bucket w/2.5 cu. yd. multipurpose Bucket or equal

<u>PICKED-UP</u>	<u>DELIVERED</u>
Daily Amount: _____	Daily Amount: _____
Weekly Amount: _____	Weekly Amount: _____
Monthly Amount: _____	Monthly Amount: _____

Cat 966K Front End Loader or equal

<u>PICKED-UP</u>	<u>DELIVERED</u>
Daily Amount: _____	Daily Amount: _____
Weekly Amount: _____	Weekly Amount: _____
Monthly Amount: _____	Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment
6 of 11

Caterpillar 963D Track Loader with multipurpose bucket or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Bobcat T870 Track Loader w/high capacity Hydraulic Pump with attachments or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Excavators

Cat 336E Excavator with Thumb and A/C or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 329E Excavator with Thumb and A/C or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 324E Excavator with Thumb and A/C or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 318 Rubber Tire Excavator or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

XL4100 Gradall or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment
7 of 11

Cat 329 Long Reach Excavator with A/C or equal, 60 ft. reach

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Caterpillar 349 Excavator Loader with multipurpose bucket or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Ditch Cleaning Bucket (for Excavator)

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Motor Graders

Cat 12M Motor Grader or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Cat 12M Motor Grader with Front Blade or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Dozers

Cat D6K LGP Dozer with Straight Blade or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Cat D6K LGP Dozer with Tilt Blade or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment

8 of 11

Back Hoe

Cat 416E Back Hoe or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat 623H - 18 to 23 cu. yd. capacity or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Pull behind Tractor Scraper – 6 cu. yd. capacity or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Compactors

4-6 Ton Steel Wheel Roller w/compaction width of 66 in. or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

8-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

9-12 Ton Rubber Tire Roller

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment
9 of 11

Cat CP 44 Sheepfoot Roller w/blade or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Cat CP 74 Sheepfoot Roller or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

One Ton Small Steel Wheel Roller

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Tractors

114 HP Kubota Farm Type Tractor or equivalent

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

4 Wheel Drive Boom Mower w/Tractor-w/6ft. Mower Deck-23 ft. boom reach

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Skid Steer Loaders

Cat 262C Skid Steer Loader (Hi-Flo) 73 hp or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

Cat 226B Skid Steer Loader 59 hp or equal

PICKED-UP

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

DELIVERED

Daily Amount: _____
Weekly Amount: _____
Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment

10 of 11

Skid Steer Loader Attachments

Auger 8” - 36” bits for Skid Steer Loader

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Angle Broom for Skid Steer Loader

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cold Planner for Skid Steer Loader

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Forks for Skid Steer Loader

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Hydraulic Hammer for Skid Steer Loader

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Tracks for Skid Steer Loader

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Brush Cutter for Skid Steer Loader

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Rotary Cutter for Skid Steer Loader

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BID #WG17-07 RESPONSE FORM

Rental Equipment
11 of 11

Screener

Portable Screening Plant (Model 271 or equal)

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Milling Machine

Milling Machine (Wirtgen 2000 or equivalent) with operators

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Asphalt Pavers

Mauldin 1750-C Asphalt Spreader or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat AP600D Asphalt Spreader or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Cat AP1000D Asphalt Spreader or equal

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

Garbage Trucks

25 Cubic Yard Rear Loader Garbage Truck

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

13 Cubic Yard Rear Loader Garbage Truck

PICKED-UP

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

DELIVERED

Daily Amount: _____

Weekly Amount: _____

Monthly Amount: _____

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Junius Long, Facilities Coordinator
ITEM TITLE	
Purchase and Installation of HVAC Chiller Coil and Controls at the Baldwin County Courthouse Located in Bay Minette, Alabama for the Baldwin County Commission	
STAFF RECOMMENDATION	
Approve and authorize the Chairman to execute the agreement with Trane U.S. Inc., d/b/a Trane, in the amount \$39,897.00 for the purchase and installation of HVAC Chiller Coil and Controls at the Baldwin County Courthouse located in Bay Minette, Alabama, off the US Communities Joint Purchasing Contract. (Contract effective upon full execution for 60 days.)	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>The Commission during the FY17 budget approved the replacement of the Air Conditioning System at the Courthouse located in Bay Minette, Alabama. Building Maintenance researched and found that replacing the existing 15 ton A/C unit with a 3-way valve, chiller coil and controls system which will tie into the existing chiller would be more energy efficient. The Chiller Coil and Controls will be purchased off the US Communities Joint Purchasing Contract. The Alabama Department of Public Accounts has stated in a letter to all public entities that based on their review of the competitive bidding process used by US Communities that all Alabama entities may use the US Communities contracts as long as we verify whether or not the goods are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchasing program. The Purchasing Manager has verified that the HVAC Chiller Coil is not available on the State of Alabama contract. The proposal includes a twelve (12) month warranty.</p>	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	\$39,897.00

Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	51555.5524.109001
Balance remaining in the line item after recommended expenditure:	\$103.00
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	Yes
Does this documentation require County Attorney's review and approval?	Yes
Has the documentation been reviewed and approved by the County Attorney?	Yes
Is this routine documentation reviewed and approved by Department Head?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to vendor
ATTACHMENTS	
1. Trane Agreement.pdf	
APPROVALS	
Budget	Christie Davis 11/22/2016 11:24:05 AM
Personnel	

Administration	Keri Green 11/23/2016 3:12:09 PM
Chairman and County Administrator	Chris Elliott 11/28/2016 10:00:48 AM



Trane Turnkey Proposal



Turnkey Proposal For:

Baldwin County Commission
312 Courthouse Square
Bay Minette, AL 36507 U.S.A.

Local Trane Office:

Trane U.S. Inc. dba Trane
124 East I-65 Service Road N
Mobile, AL 36607

Local Trane Representative:

Justin Moore, C.E.M.
Account Manager
Cell: (850) 449-6165

Quote Number: 18-399231-16-001

Co-op Contract Number: USC 15-JLP-023

Date: November 4, 2016





TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help Baldwin County Commission reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Baldwin County Commission to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Baldwin County Commission should expect from this project are highlighted below.

- Tight Humidity and Temperature Controls
- Reduced Energy consumption
 - 1.45 kW/ton to .6 kW/ton
 - 50% energy savings
- New air-flow control with VFD
- New chilled water coil with stainless steel casing
- Sealed drain pan with coating

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$39,897.00. This investment will provide Baldwin County Commission with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Baldwin County Commission for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Justin Moore, C.E.M. & Brad McCullough
Trane Building Advantage Team
Energy Services & Contracting
Trane U.S. Inc. dba Trane

**Prepared For:**

Baldwin County Commission

Date:

November 4, 2016

Job Name:

Baldwin Co. Courthouse Coil & Controls

Proposal Number:

18-399231-16-001

Delivery Terms:

Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:

Net 30

State Contractor License Number: HVAC #13051**Proposal Expiration Date:**

30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Baldwin County and based on the site surveys performed on 10/5/2016.

Turnkey Installation of HVAC Equipment:

- New Chilled water coil with nominal Btu/h of 398,000
- New chilled water circulation pump with starter
- New UC400 controller with RIBS
- New TR200 VFD for motor control
- New sensors for chilled water valve controls
- New chilled water three-way valve

Mechanical Installation:

- Removal of DX units
 - Pump down units and turn-over to county for recovery and scrap metal
- Tap existing chilled water lines with valve and flange kits.
- Remove DX coil from unit and allow county to scrap for cost offset.
- Clean and coat drain pan in existing unit and prepare for new coil.
- Provide new chilled water coil with stainless casings.
- Install new drain line from coil to floor drain.
- Route new PVC supply and return chilled water lines, sized per Trane engineer, for proper flow from the existing system to the new cooling coil.
 - Insulation with PVC jacketing
 - Support stands
 - Isolation valves
- Provide new Belimo 3-way chilled water control valve with bypass
- Flush and purge air from new coil and piping.
- Test mechanical system for leaks and flow.
- Provide test and balance of new coil for flow performance.



Electrical Installation:

- Customer will disconnect and remove power from condensing units.
- Customer will identify and label circuit breaker for fan motor on AHU.
- Customer will provided new breaker (if needed) for new VFD-to-fan motor configuration
- Trane assumes all existing paneling, breakers, wire, and conduit are in good condition and will meet the project requirements. Any changes will need to be resolved by the county or can be priced as a "change order" through the contract.
- Trane will provide 120v circuit with starter for new circulation pump
- Trane will provide wiring from VFD to fan motor on AHU #5
- Trane will provide all control hardware, wiring, conduit, and sensors
 - Supply and Return air sensors
 - Outside air temperature sensor
 - Communication wire from the VFD to the UC400
- Trane will provide power for the new controller.

Turnkey systems services not included:

- Entire hydronic system test and balance.
- Chiller repairs.
- Pump repairs.
- Mechanical deficiencies in any existing mechanical systems.
- Any fencing or finishes.

Proposal Notes/ Clarifications:

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency, therefore, any work not detailed above will be charged as contract modification or "change order" upon request of the customer.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer

Other systems provided, installed, wired and/ or powered by others (unless otherwise noted)

- Fire Protection
- Painting
- Landscaping
- Fencing



Pricing and Acceptance

Baldwin County
Facilities Department
Baldwin County Commission
175 Courthouse Square
Bay Minette, AL 36507 U.S.A.

Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law).....\$39,897.00

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Justin Moore, C.E.M. & Brad McCullough
Trane Building Advantage Team
Energy Services - Turnkey
Trane U.S. Inc. dba Trane
(850) 449-6165



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Justin Moore	Cell: (850) 449-6165 Proposal Date: November 4, 2016
CUSTOMER ACCEPTANCE Baldwin County Commission	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative <i>Justin A. Moore</i>
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: HVAC #13051



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. dba Trane.

All Items in Red are to be initialed as “excluded” from T&Cs by Trane per Baldwin County

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. **If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions.** This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.
2. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
3. **Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
4. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. **Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.**
5. **Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
7. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.
8. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
9. **Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
10. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
11. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.



12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability \$2,000,000 per occurrence



Automobile Liability \$2,000,000 CSL
Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. *Any action or suit arising out of or related to this Agreement shall be commenced within one year after the cause of action has accrued.*

To the extent the Work site is owned and/or operated by an agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns; (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") by or against Company by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)
Supersedes 1-26.251-10(0614)

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Cal Markert/Frank Lundy/Kevin Carroll
ITEM TITLE	
Sale of One (1) Surplus Vehicle for the Baldwin County Commission	
STAFF RECOMMENDATION	
Approve the sale of one (1) surplus 2003 Ford F450XL Super Duty Diesel Truck VIN #1FDXF46P63EC65498 to North Baldwin Utilities in the amount of \$5,000.00 from Area 100 Highway Maintenance Facility.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
Area 100 Highway Maintenance Facility has a surplus truck in their inventory. North Baldwin Utilities has submitted a request to purchase the truck from the County. The vehicle is a 2003 Ford F450XL Super Duty Diesel Truck with approximately 135,281 miles, VIN #1FDXF46P63EC65498. Internet research lists a comparable value between \$3,000.00 and \$9,000.00. J. M. Wood Auctions valued the truck between \$6,000.00 and \$8,000.00. Staff feels that the fair market value of the truck would be \$5,000.00. Recommend the Commission approve the sale of the 2003 Ford F450XL Super Duty Diesel Truck VIN #1FDXF46P63EC65498 to North Baldwin Utilities in the amount of \$5,000.00.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	\$5,000.00 revenue to County
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	Highway Budget
Balance remaining in the line item after	-0-

recommended expenditure:	
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies/Fixed Asset Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to NBU
ATTACHMENTS	
1. Fixed Asset Form.pdf	
APPROVALS	
Budget	Christie Davis 11/22/2016 11:24:36 AM
Personnel	
Administration	Keri Green 11/23/2016 3:13:15 PM
Chairman and County Administrator	Chris Elliott 11/28/2016 10:01:13 AM

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 11-9-16

Fixed Asset: 0007192 Year: 2003

Model: Ford F450 XL Super Duty Truck

S/N: 1FDXF46P63E C65498

Tag #: 2363900

Mileage: 135,281

Value: \$5,000.00

Subject to Commission approval, the fixed asset above of the

Highway (area 100) Department will be:

Transferred to: _____

Sold to: North Baldwin Utilities

Stored at/for: _____

Scrapped because: _____

Other: _____

 11/10/16

Department Head relinquishing
Fixed asset item

Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date Approved

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - BUDGET/PURCHASING
Item Status:	New
Submitted By:	Wanda Gautney
From:	Wanda Gautney/Junius Long/Felisha Anderson
ITEM TITLE	
Relocation of the Little Red School House to Bicentennial Park	
STAFF RECOMMENDATION	
Award the quote to the lowest bidder, Ducky Johnson House Movers, Inc., in the amount of \$19,500.00 , for moving the Little Red School House from the Baldwin County Board of Education property on Highway 59, Bay Minette, Alabama to the Bicentennial Park and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
Quote was solicited for the moving and relocating the Little Red School House located at the Board of Education on Highway 59 in Bay Minette to the Bicentennial Park located on Highway 225. A quote was received from Ducky Johnson House Movers, Inc., in the amount of \$19,500.00. The Building Maintenance Department will coordinate with the Sheriff's Department for a police escort as in the attached email from the Sheriff's Office and coordinate disconnect/reconnect of utilities to the building. Recommend the Commission award the quote to Ducky Johnson House Movers, Inc., and authorize the Chairman to execute the Public Works Contract and Certificate of Compliance. This was budgeted during the FY17 budget.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	\$19,500.00
Are there funds budgeted for this recommendation?	Yes

Budget line item(s) to be used:	51906.5150
Balance remaining in the line item after recommended expenditure:	\$5962.00
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	Yes
Does this documentation require County Attorney's review and approval?	No
Is this routine documentation reviewed and approved by Department Head?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	BC Purchasing Policies
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Wanda Gautney/Purchasing Manager - letter to vendor
ATTACHMENTS	
1. Quote from Ducky Johnson House Movers.pdf 2. Contract.pdf 3. Certificate of Compliance.doc 4. Sheriffs Dept. Email .pdf	
APPROVALS	
Budget	Christie Davis 11/22/2016 11:25:31 AM
Personnel	
Administration	Anu Gary 11/23/2016 2:04:37 PM

Chairman and County Administrator	Chris Elliott 11/28/2016 9:56:40 AM

Ducky Johnson House Movers Inc.

P.O. Box 107 Grand Ridge Florida 32442

(888)Home Lift Fax: (850)592-6040

djhousemovers@gmail.com

COST PROPOSAL

Following is a Cost Proposal from Ducky Johnson House Movers, Inc., hereinafter known Contractor to Junius Long hereinafter known as Owner, for the relocation of the "Little Red School House" from the Board of Education Building on Hwy 59, Bay Minette, Alabama to the Bi-Centennial Park, Baldwin County, Alabama.

Contractor will relocate structure, install a new pier type foundation 3 to 4 block high on poured footers 10"x24"x24", strapped at every pier with RS150 16 gauge galvanized hurricane straps.

Owner is to provide a cleared right of way at both sites and provide Two Baldwin County Sheriff's deputy escorts on the day of relocation.

Contractor is not responsible for the following: Any repair or finish work to structure, plumbing, electrical, air-conditioning, steps, ramps, porches, sidewalks, cleaning up of lot, and landscaping.

Cost of relocation and foundation =\$19,500.00

DATED this 16th day of November 2015.

Charles Johnson
Ducky Johnson House Movers, 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, and **Ducky Johnson House Movers, Inc.**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained a quote for moving the Little Red School House from the Baldwin County Board of Education located on Highway 59, Bay Minette, Alabama to the Bicentennial Park; and

Whereas, PROVIDER presented the 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:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: Ducky Johnson House Movers, 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 Contract, and shall have the effect and enforceability as all other provisions herein.

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

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

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

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

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

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the

PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

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

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

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

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

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

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

PROVIDER: Ducky House Movers, Inc.
P. O. Box 107
Grand Ridge, Florida 32442
ATTN: Charles Johnson

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 the “**Attachment A,**” the same being expressly incorporated herein by reference, and without limitation will encompass:

“Quote for moving the Little Red School House from the Baldwin County Board of Education Building located on Highway 59, Bay Minette, Alabama to the Bicentennial Park **described in Attachment A**”.

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

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

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

XVII. General Responsibilities of the COUNTY,

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

B. The COUNTY shall pay to PROVIDER the compensation as,

and subject to the terms set out below.

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

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

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be **\$19,500.00.** 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 and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of no 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 of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. 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 Contract shall be executed with three (3) originals, each of which are equally valid as an original.

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

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such

insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

_____/_____
T. CHRISTOPHER ELLIOTT, Chairman /Date

_____/_____
Ronald J. Cink, /Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2016.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert 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 Ducky House Movers, 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, he executed the same voluntarily on the day the same bears date for and as an act of said Ducky House Movers, Inc.

GIVEN under my hand and seal on this the _____ day of _____, 2016.

Notary Public
My Commission Expires

"ATTACHMENT A"

Ducky Johnson House Movers Inc.

P.O. Box 107 Grand Ridge Florida 32442

(888)Home Lift Fax: (850)592-6040

djhousemovers@gmail.com

COST PROPOSAL

Following is a Cost Proposal from Ducky Johnson House Movers, Inc., hereinafter known Contractor to Junius Long hereinafter known as Owner, for the relocation of the "Little Red School House" from the Board of Education Building on Hwy 59, Bay Minette, Alabama to the Bi-Centennial Park, Baldwin County, Alabama.

Contractor will relocate structure, install a new pier type foundation 3 to 4 block high on poured footers 10"x24"x24", strapped at every pier with RS150 16 gauge galvanized hurricane straps.

Owner is to provide a cleared right of way at both sites and provide Two Baldwin County Sheriff's deputy escorts on the day of relocation.

Contractor is not responsible for the following: Any repair or finish work to structure, plumbing, electrical, air-conditioning, steps, ramps, porches, sidewalks, cleaning up of lot, and landscaping.

Cost of relocation and foundation =\$19,500.00

DATED this 16th day of November 2015.

Charles Johnson
Ducky Johnson House Movers, 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 Moving the “Little Red School House” from its current
location to the Baldwin County Bicentennial Park located on Highway
225 for the Baldwin County Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the ____ day of
_____, 2016.

BALDWIN COUNTY COMMISSION

By: _____
As Its Chairman

ATTEST:

By: _____
As Its County Administrator

From: [Charlie Jones](#)
To: [Wanda Gautney](#)
Subject: Re: Moving Little Red School House
Date: Thursday, November 10, 2016 9:02:24 AM

Yep. Let me know when you have a date and time.

Chief Deputy Charlie Jones
Baldwin County Sheriffs Office

On Nov 10, 2016, at 9:00 AM, Wanda Gautney <wgautney@baldwincountyal.gov> wrote:

Hey Charlie,

Can you donate a police escort for moving the Little Red School House from the Bay Minette Board of Education building on Hwy 59 to the Bicentennial Park on Hwy 225. We are working with a contractor to move the building and they are asking for the owner to provide two (2) Deputies to escort on the day of relocation.

Do not know the exact date of move yet probably about 3 to 4 weeks out.

Thank you,

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

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - BUILDING INSPECTION
Item Status:	New
Submitted By:	Kim Nelson
From:	Mike Howell, CBO, CFM Kim Nelson, Office Administrator, CFM
ITEM TITLE	
Resolution #2017-036 - Naming of Roads within Unincorporated Baldwin County	
STAFF RECOMMENDATION	
<p>Take the following actions:</p> <p>1) Adopt Resolution #2017-036 of the Baldwin County Commission which amends Resolution #2006-04 (adopted by the Commission on October 4, 2005) relating to the requesting street and road names/addresses as required by the Baldwin County Emergency Communication District and the Baldwin County Building Inspection to <i>include Cemeteries.</i></p> <p>2) Approve changes to the New Road Name Petition as submitted and attached to this agenda item, to <i>include Cemeteries.</i></p> <p>3) Approve the administrative change only to Baldwin County Commission Policy #4.3 due to the adoption of Resolution #2017-036. The policy will include the following updated attachments, with no other changes to the policy:</p> <p>a) Resolution #2017-036 b) New Road Name Petition (December 6, 2016 Revision) c) Road Name Change Petition (December 6, 2016 Revision)</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	November 22, 2016 - worksession
A request was received from a citizen by the Baldwin County Highway Department requesting	

that an unnamed road off County Road 112 with a cemetery located on it be named. That request was denied for not meeting County policy.

The current Resolution #2006-04, which was adopted by the Commission on October 4, 2005, does not address the issue of roads that may be unnamed and have a cemetery located on them. By adopting Resolution #2017-036, it will amend Resolution #2006-04, allowing the Building Official to approve the naming of roads that are not currently named and have a cemetery located on them.

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	Road Name Policy #4.3
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	<p>Administrative staff to upload signed and affirmed Resolution #2017-036 with attachments to BCAP</p> <p>Administrative staff to send correspondence and copy of Resolution to:</p> <p>Ms. Christine Heger - Director E911 Addressing P. O. Box 924 Robertsdale, AL 36567</p>

	<p>cc'd copies to:</p> <p>Lisa Sangster - Administrative staff - Highway Department</p> <p>Kim Nelson - Administrative staff - Building Inspection Department</p>
ATTACHMENTS	
<p>1. Resolution 2017-036.docx 2. Draft Policy 4.3 - 20161206 Administrative Revision Only.pdf 3. New Road Name Petition - 20161206 Revision.doc 4. ROAD NAME CHG PETITION - 2016.doc</p>	
APPROVALS	
Budget	
Personnel	
Administration	Anu Gary 11/30/2016 12:03:19 PM
Chairman and County Administrator	Chris Elliott 11/30/2016 3:04:58 PM

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2017-036
OF THE BALDWIN COUNTY COMMISSION**

AMENDING RESOLUTION #2006-04 OF THE BALDWIN COUNTY COMMISSION (ADOPTED OCTOBER 4, 2005, REGULAR MEETING), RELATING TO THE REQUESTING STREET AND ROAD ADDRESSES AS REQUIRED BY THE BALDWIN COUNTY EMERGENCY COMMUNICATION DISTRICT AND THE BALDWIN COUNTY BUILDING INSPECTION DEPARTMENT.

WHEREAS, The Baldwin County Commission has authorized under Alabama State Enabling Legislation, Act No. 84-369, the establishment of an Emergency Communications District (E-911) the appointment of a governing body to supervise the operations of the Emergency Communications District; and

WHEREAS, to facilitate prompt and efficient response and delivery of emergency services, the Baldwin County Commission has determined that it is in the best interest of the citizens of Baldwin County, that the Building Inspection Department and E-911 Departments be authorized to jointly effect limited, supplemental road name modifications necessary to avoid delay in emergency response without petition or approval of affected residents or owners subject only to Baldwin County Commission approval and certification by E-911 that no change of address will be necessitated by such modification.

BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that they support the recommendations of the Board to transfer County street and road addressing responsibility from the Baldwin County Building Inspection Department to the Baldwin County Emergency Communications District; and

THAT, it is the intent of the Baldwin County Commission that to better serve the citizens of Baldwin County by retaining certain duties of the Building Inspection Department, including that the department maintain the official Mylar maps keeping them current so that the various departments – Zoning, Coastal-Flood, Tax Assessment, Subdivision, Law Enforcement, and other County agencies are better served by access to these maps; and

THAT, it is the intent that the Baldwin County Emergency Communications District assign addresses to all approved and recorded subdivisions; and

THAT, it is the intent that the Baldwin County Emergency Communications District assign addresses to all residential, commercial structures and cemeteries duly recorded and where a legal description tax map number, parcel number is furnished; and

THAT, it is the intent that subdivision developers be responsible for naming streets subject to Building Inspection Department approval; and

THAT, the developer will be responsible for erecting street signs as approved by the Baldwin County Highway Department; and

THAT, the Baldwin County Highway Department will maintain and/or replace standard street signs; and

THAT, it is the intent that private roads having three or more residential, commercial structures and cemeteries will be named by the Building Inspection Department and addressed by the Baldwin County Emergency Communications District; and

THAT, public roads will be addressed using the County or Federal Highway number; and

THAT, it is the intent that to better serve the citizens all Road Name Changes shall be the responsibility of the Baldwin County Commission and require the signatures of 90% of those affected by the change, including the residences on the road and land owners with property on the road; and

THAT, it is the intent that all expenses for the Road Name Change be paid for in the amount of \$50.00 non-refundable prior to being heard before ~~a hearing by~~ the County Commission; and

THAT, it is the intent that the Baldwin County Emergency Communications District issue addresses to those citizens requesting street or road addresses with due consideration to accessibility for emergency response vehicles; and

THAT, notwithstanding any of the foregoing provisions to the contrary, the Baldwin County Building Inspection and E-911 Department shall be authorized to jointly modify road names if necessary to avoid emergency response delay, without any requirement of petition or approval of affected owners or residents as aforesaid and without requirement of the aforementioned \$50.00 fee; provided however, that such modifications shall be supplemental only to the existing road name and shall be additions such as, without limitations, "North", "South", "East", "West", or "Extension", and further provided that Baldwin County Commission approval shall be required for any such modifications, and further provided that E-911 shall certify that any such modification shall not require or necessitate a change of address for affected residents or owners expenses.

FURTHER, AS RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, this instrument (Resolution #2017-036) shall become effective December 6, 2016.

DONE, AS RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, and under the Seal of the County Commission of Baldwin County, Alabama, on this 6th day of December, 2016.

T. CHRISTOPHER ELLIOTT, Chairman

ATTEST:

RONLAD J. CINK, County Administrator/Budget Director



BALDWIN COUNTY COMMISSION

POLICY #4.3	
Subject	Road Name Policy
Date Adopted	March 17, 2009
Agenda Item	Agenda Item E 25, Minutes pg. 11
Obsolete Versions	May 16, 1995 Minute Book 16, pg. 177-179 October 4, 2005 Minutes pg. 11-13 February 19, 2008 Minutes pg. 26

POLICY STATEMENT

This policy allows the Baldwin County Building Official to approve a **Road Name Change** or a **New Road Name** application and submit to E911 Addressing and or the Baldwin County Commission for approval as directed by [Resolution #2017-036 dated December 6, 2016](#).

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. An application is received by the Building Inspection Department. They in turn verify that all information is correct and that the requirements are met and processed accordingly.
2. If the application is for a **New Road Name** and all requirements have been met, the application is forwarded to E911 Addressing for processing.
3. The Building Official shall have the authority to reject any proposed New Road Name that in his opinion may increase the unauthorized removal of the road name sign.

4. If the application is for a **Road Name Change**, the following will apply:
 - a. Building Inspection staff receives request from either E911 Addressing or the Public, maps out the road and verifies all information is correct.
 - b. A non-refundable processing fee of \$50.00 must accompany the application.
 - c. Building Inspection staff presents request to the Baldwin County Commission at a work session. If at the work session there are no issues or questions, the request is then forwarded to the Baldwin County Commission for approval at the next regularly scheduled meeting.
 - d. Once the request is approved by the Baldwin County Commission, the request is forwarded to the Sign Division of The Baldwin County Highway Department for ordering of sign and installation, and a letter sent to E911 Addressing notifying of Road Name Change.

FORMS/ATTACHMENTS/EXHIBITS

1. [Resolution #2017-036 of the Baldwin County Commission – adopted 20161206](#)
2. [New Road Name petition \(application\) – revised 20161206](#)
3. [Road Name Change petition \(application\) – revised 20161206](#)

SUGGESTIONS FOR COMPLETING THE NEW ROAD NAME PETITION

Please make sure you complete all required parts of the form and meet all the stated criteria so that your petition will pass its initial review. A rejection of your request at any point in the process will activate a twenty-four (24) month waiting period before another petition will be accepted for processing.

Road Name Selection

Personal names are strongly discouraged because many difficulties have resulted from allowing personal names at the outset of the naming program. If a name you wish to have considered begins with a word that has already been used for a road name anywhere in the county or municipalities, it will have to be refused. This is in order to avoid duplication that can lead to problems when wireless communication equipment is used to call for emergency response. You are welcome to contact the 9-1-1 Addressing personnel to check for duplication before submitting your petition. You can contact the 9-1-1 Addressing Department @ 251-947-5911.

Who Can/Must Sign the Petition?

100% of those affected must sign the petition.

The Building Official shall have the authority to reject any proposed road name that in his opinion may increase the unauthorized removal of the road sign.

NEW ROAD NAME POLICY & PROCEDURE
FOR BALDWIN COUNTY 911 PURPOSES

Effective ~~March 15, 1994~~ December 6, 2016 the Baldwin County Commission set a new policy for road naming by officially adopting the following resolution:

IT IS THE INTENT THAT PRIVATE ROADS HAVING THREE OR MORE RESIDENTIAL AND/OR COMMERCIAL STRUCTURES WILL BE NAMED BY THE BUILDING DEPARTMENT AND ADDRESSED BY THE BALDWIN COUNTY EMERGENCY COMMUNICATIONS DISTRICT. IN ADDITION, ANY UNAMED ROAD LEADING TO CEMETERIES CAN BE NAMED AS LONG AS THEY ARE SEPARATE FROM ANOTHER NAMED ROAD.

This policy supersedes all previously existing ~~policy policies~~ with regards to the naming of private and public roads for the 911 Enhanced Emergency Response System in Baldwin County.

In the event you meet the criteria for naming a road under the present system you must complete and return this form to the attention of Kim Nelson, Baldwin County Building Inspection Department, 201 E. Section Avenue., Foley, AL 36535.

Submit no less than three names:

First Choice: _____

Second Choice: _____

Third Choice: _____
(Generic-type names will receive preference over personal names.)

Location of Road: _____

Tax Map Number(s): _____
(Give exact location and direction of how the road will run through the property/ties.)

Check one: Private Road/Drive ____; Right-of-Way ____; Easement ____
Please give width of road or driveway and approximate length: Width ____ Length ____

On the next page list the names, mailing addresses, and telephone numbers of all land and building owners who will be located on this road. There is a separate section on the page for their signatures, which are Required. Be specific: list future development if known and possible time of development. This could be a factor in approval of your application. **Each structure will be renumbered.** Include a specific description of the location of each driveway with this petition (e.g., you turn into John Doe's driveway 20 feet north of his south property line). In the Comments section give a brief background history and why you think the road should be named. Attach another sheet if necessary.

Names: _____

Comments: _____

After reviewing the application, if the Building Official approves the naming of the road, a reasonable time should be allowed to properly implement the new name into the Enhanced 911 Emergency System of Baldwin County. Applicants approved or denied will be notified by mail.

I/We, the undersigned, have read and understand that the naming of this road is for the sole purpose of the Enhanced 911 Response System of Baldwin County. ***I/We further understand that the naming of the road will in no way constitute responsibility for road maintenance of any type by the Baldwin County Commission, its agents or assignees, now or in the future.***

Signature(s) of applicant(s) (all involved; attach another sheet if needed):

Choose one person as group representative: _____

Telephone No. _____
.....
(OFFICE USE ONLY) Date application received: _____

Recommended Action: _____

Results: _____

INSTRUCTIONS FOR COMPLETING THE ROAD NAME CHANGE PETITION

Your petition will be initially reviewed by the Addressing Staff of the Baldwin County Emergency Communications District (9-1-1). If the basic criteria are met, it will be forwarded to the Baldwin County Building Department for presentation to the Baldwin County Commission. The Commission will make the final decision.

Please make sure you complete all required parts of the form and meet all the stated criteria so that your petition will pass the initial review. A rejection of your request at any point in the process will activate a twenty-four (24) month waiting period before another petition will be accepted for processing.

Processing Fee

A non-refundable processing fee of **\$50.00** must accompany the petition. No cash, please; checks or money orders only, payable to the Baldwin County Building Department.

Road Name Selection/Changing All or a Portion of a Road

The Building Official shall have the authority to reject any proposed road name that in his opinion may increase the unauthorized removal of the road sign.

Personal names consisting of a first name and surname are strongly discouraged. Names beginning with the words: *Bay, Bayou, Camelia or Camellia, Cedar, Cypress, Deer, Dogwood, Gulf, Hill, Holley or Holly, Juniper, Lake, Magnolia, Oak, Pecan, Perdido, Pine, Quail, Ridge, River, Village, Wolf, or Wood* will be denied. These words have already been used several times each for road names in the county and municipalities. Word duplication of any sort is strongly discouraged so you are welcome to contact the Addressing Staff at the 9-1-1 center to check the availability of any word you are considering before submitting your petition (251-947-5911 or ext 2486 at any courthouse). Please list at least one alternate name to your first choice.

If it is only a portion of an existing roadway that you wish to have renamed, please be very specific in your description of the boundaries. The boundaries must be extremely clear; the name must not change in the middle of a block, i.e., the road should be bisected by another road to make the boundary clear.

If you live in a recorded subdivision, it may be that the Commission will not approve a change, but will ask that the developer submit a new plat of the subdivision showing the new road name. This might happen because the Commission has previously stated that road names with subdivisions are the responsibility of the developer.

Who Can/Must Sign the Petition?

90% of those affected by the change must sign the petition. If you are set upon a personal name being used, **100%** must sign. This includes **resident landowners, non-resident landowners and non-owner residents** on any properties that touch our must be accessed from the roadway. One representative may sign for each household or business; each landowner should sign. Names will be verified, ownership will be verified through the tax department and a field check of the number of inhabited structures will be made.

Return the completed form to: B.C.E.C.D. Addressing Department, P. O. Box 924, Robertsdale, AL 36567

ROAD NAME CHANGE PETITION

We, the undersigned, hereby petition the Baldwin County Commission to permit the renaming of our roadway. We understand and accept that many roads in Baldwin County were named for ease of resident location, particularly for emergency response, and that renaming a roadway is a serious matter involving numerous agencies and departments. Further, we understand and accept that the participation of the Commission in this matter in no way constitutes responsibility on the part of the county for maintenance of the roadway now or in the future.

If the name change is not approved, we understand that we must wait twenty-four (24) months from the date of the rejection before submitting another petition.

CURRENT ROAD NAME: _____

CHANGE ENTIRE ROAD TO: _____
or

CHANGE PART OF ROAD TO: _____

Describe portion to be changed

<u>NAME</u> (print)	<u>SIGNATURE</u>	<u>OWNER</u> or <u>RESIDENT</u>	(street & mail) <u>ADDRESS</u>	<u>PHONE</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

attach another sheet if necessary

BACKGROUND INFORMATION

What reason is there to rename the road?

Check one: Private drive ____ Right-of-way ____ Easement ____

Location of and length of roadway:

Comments:

.....
FOR OFFICE USE ONLY

Processing fee included with petition? yes ____ no ____
(If no, date received: _____)

Number of registered landowners: _____
Number of non-owner residents: _____ Total: _____
Number of signers: _____ % of total: _____

Was percentage of criteria met? yes ____ no ____

Are all names available? yes ____ no ____

Tax Map location(s): _____

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - ELECTED OFFICIALS
Item Status:	New
Submitted By:	Susan B. Hill
From:	Revenue Commissioner Faust Walt Lindsey, Chief Appraiser Susan Hill, Chief Administrative Assistant
ITEM TITLE	
Software License and Related Professional Services Agreement between Baldwin County Commission and Data Cloud Solutions, LLC - MobileAssessor	
STAFF RECOMMENDATION	
<p>Approve the Software License and Related Professional Services Agreement between the Baldwin County Commission and Data Cloud Solutions, LLC, to provide the Baldwin County Revenue Commission with MobileAssessor, a mobile data collection system that will greatly optimize field appraisers' workflow. The term of this Agreement shall commence on June 1, 2017, and expire on January 1, 2020, and shall adhere to the following schedule:</p> <p><u>Implementation:</u> April 1, 2017-July 31, 2017 <u>Delivery of software and training:</u> beginning on or before August 1, 2017; unless a later date is preapproved by Commission <u>Hosting, maintenance and support:</u> June 1, 2017-January 1, 2020</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>The MobileAssessor program was developed by Data Cloud Solutions, LLC, and provides an increase in efficiencies for the data collection by the Revenue Commission's field appraiser team. This program is integrated to, and customized for, our existing Computer Assisted Mass Appraisal system, Delta Computer Systems. The program will allow our field appraisers to go to the field with an iPad tablet that will contain the specific information for up to 300 parcels of property that require a field inspection. Once that work is completed, new assignments will</p>	

then be loaded into the tablet. This will eliminate the labor intensive and time consuming printing of maps, pulling relevant Property Record Cards, arranging them in driving order, attaching "change" orders to be entered into the system back at the office and labeling, logging and attaching all photographs to their respective parcels.

The program will provide automatic and dynamic routing of the appraiser in order to minimize driving time and maximize productive time in the data collection phase of our work.

The PhotoBase module automatically uploads, synchronizes and associates the new photography with the correct parcel.

The Quality Control module is an integrated product that allows for live quality control of data changes by supervisors in the office. It also has an administrative alert system for both employee safety, communication and instant rerouting when necessary.

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	\$93,225.00
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	51810.5235
Balance remaining in the line item after recommended expenditure:	
Does the recommendation create a need for continued funding which is not included in the current budget?	Yes
How will this funding requirement be met in the future?	Software Maintenance of \$30,050 for years 2018 & 2019.
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	Yes
Does this documentation require County Attorney's review and approval?	Yes
Has the documentation been reviewed and approved by the County Attorney?	Yes
Is this routine documentation reviewed and approved by Department Head?	Yes
Has the documentation been reviewed and approved by the Department Head?	Yes
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth	Yes

in the Strategic Plan?	
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	Yes
Required Action and Time Line for Implementation:	
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Administration: Get the Agreement fully executed and send to: DataCloud Solutions, LLC Post Office Box 2194 Springfield, Ohio 45501
ATTACHMENTS	
1. Mobile Assessor SoleSourceLetter_2016cr.pdf 2. PO16-803B2(BaldwinAL).pdf 3. DCS Software Agreement Baldwin County.pdf	
APPROVALS	
Budget	Christie Davis 11/29/2016 2:38:37 PM
Personnel	
Administration	Keri Green 11/30/2016 9:36:35 AM
Chairman and County Administrator	Chris Elliott 11/30/2016 2:58:34 PM

RE: Sole Source Information pursuant to mobile data collection.

To whom it may concern,

Data Cloud Solutions, LLC (DCS), and/or officers thereof, is the sole owner and provider of technology protected by copyright laws and international copyright treaties under Registration Number TX 8-243-488, as well as other intellectual property and confidentiality agreements, laws and treaties. The technology referenced above, and other proprietary business routines and methods owned by DCS with various forms of national and international protection, allows for mobile data collection and/or review that greatly reduces or eliminates the need for field documents, manual routing, data dumps, and ad-hoc reporting. All services and products are licensed, not sold, and this SaaS model requires no server or database upgrades of the customer. Further, DCS is the only provider of such technology that can be implemented with any system; not requiring conversion, and which can combine multiple data sources into the same mobile solution (not just a CAMA vendor's controlled data).

Said another way, nothing other than DCS's CAMA Cloud: MobileAssessorSM exists that allows for remote/mobile, automatic routing and selection of subject sites, and real-time processing and project reporting of all data elements.

Some key points are highlighted below:

1. DCS is the only company offering CAMA Cloud: MobileAssessorSM, and all capabilities related thereto, as an all-in-one solution, and a SaaS hosted solution that doesn't necessitate a county server or database upgrade.
2. DynamicRouteSM; DCS is the only company offering DynamicRouteSM.
 - A. DCS is the only company with an integrated solution, and product, that automatically, and dynamically, routes parcel visitation order based upon current geological location and active directional bearing.
 - B. DCS is the only company with a solution that allows for access to parcels in proximity to parcels scheduled for a visit (not restricted to just those 'checked-out').
3. Data Collection; DCS is the only company with a mobile, all-in-one, mass data collection solution that is **CAMA system neutral**.
 - A. CAMA Cloud: MobileAssessorSM can import and export data in any known format and is not relegated to any one system; and, can support the synchronization of numerous other files, resources, and data elements separate from CAMA data.
 - B. DCS is the only company offering a mobile data collection solution that has all features developed in a configurable manner that leverages code in a manner which allows customers to benefit from enhancements regardless of an individual user's state, county, or system.
4. Instant PhotoBaseSM; DCS is the only company offering Instant PhotoBaseSM.
 - A. DCS is the only company with an integrated solution, and product, that automatically uploads, synchronizes, and associates new photography with the parcel, in real time.
5. Quality Control; DCS is the only company with an integrated solution, and product, that allows for **live quality control of data changes** as they are happening in the field. And, DCS is the only company with an integrated solution, and product, which features an administrative alert system for field personnel communication and instant rerouting.

FIELD DATA COLLECTION SYSTEM FEATURES

1. A minimum of six hours of continuous field use of the data collection software on a single fully charged battery.
2. HTML5 technology compatible with iOS, Windows, and/or Android touch-screen mobile devices.
 - a. Includes touch screen sketching.
3. Internally integrated camera, GPS, Wi-Fi, and cellular hardware (3G/4G/LTE).
4. Dynamic, uninterrupted online/offline ("cellular dead zone") data collection capabilities.
5. Ability to make on-the-fly bulk parcel assignments (new and revised) to multiple users from a central location - without requiring field personnel or their mobile device to be present.
6. Automatic routing of assigned parcels based upon the field user's login credentials, current location, and direction of travel.
7. Interactive GPS and GIS mapping showing at least the subject parcel and the user's location.
8. Field optimized Portrait and Landscape modes activated by the mobile device's orientation.
9. Field changes can be reviewed at the office by managers (controlled by user ID Role type/access privileges) within minutesⁱ of the changes being made.
 - a. Includes uploading, parcel association and synchronization of new property photos.
10. Comprehensive audit trail of all field data changes including a minimum of: what was changed, by who, at what time, and the location of the mobile device at the time of the field changes.
11. Management/office dashboard that reports a minimum of: individual data collector's productivity counts, all data collectors' productivity counts, parcel assignments completion status per user, and map representation of route history and parcel completion per user - all in real-time.
12. An "alert" system that allows certain parcels to be flagged as needing a priority visit - overriding the route order of other "non-alert" parcel assignments.
13. Optional integrated sketch validation features: either side-by-side visual map and sketch comparison; or sketch and map overlays, each with rotate, resize, and anchoring abilities.
14. Customizable on-the-fly setup of which data elements get displayed on the mobile device, including current property photos and sketches.
15. Customizable ad-hoc calculation fields that aren't necessarily a part of the CAMA system.
16. Virtually no negative impact to the county's servers, networks, and IT staff.

Please let me know if anything further is needed in this regard.

Daniel T. Anderson
danderson@datacloudsolutions.net

ⁱ If the mobile device is within at least a 3G Internet area; otherwise if "offline", the changes will automatically continue uploading once the device has a strong Internet signal.



Data Cloud
SOLUTIONS, LLC
...achieving the impossible

Purchase Order

PO # 16-803B
Date: October 21, 2016

PO Box 2194, Springfield, OH 45501
service@datacloudsolutions.net

TO Baldwin County Commission, on behalf of the
Baldwin County Revenue Commission - ATTN: Walt Lindsey
201 E Section Ave - Property Appraisals
Foley, AL 36535 (251) 580-1680
WLindsey@baldwincountyal.gov

SALES CONTACT	SITE	PRICE GUARANTEE	QUOTE EXPIRATION
Billy Burle 615-944-9040	Baldwin County Chief Appraiser's Office	180 days	4/19/2017

QTY	DESCRIPTION	UNIT PRICE (\$)	LINE TOTAL (\$)
1	CAMA CloudSM Site License & Implementation Fees; The one-time site fee for initial implementation covers all residential and commercial (RP) data-field mapping, screen layout, initial data uploads/synchronization logic, & 3 days of training. Total account size of up to 140,000 real property parcels.	n/a	49,000
12	CAMA Cloud: MobileAssessorSM Licenses (2+ year term); One-time license fee, UNLIMITED USE, iPad Package, w/ Data Collection, DynamicRoute SM , Interactive GIS, Touch Sketching, Instant PhotoBase SM .	\$2,200 X 12 Mobile Lic's	26,400
6	CAMA Cloud: Admin Console Licenses; Field tracking and audit trail, Real-Time Q.C. Module, Real-Time Administrative Dashboard & Reports. MA licenses * 50% = Free Admin Console licenses. Extra = \$900 each.	\$900 X 0 Ext AC Lic's	0.00
0	Additional Onsite Training Days; Mobile/appraisers, and Admin Console/supervisors.	\$700 x # of Days	0.00
0	iPad Air 2 16GB with WiFi + LTE or Pro 9.7" LTE (County is purchasing their own hardware); The one-time fee for acquisition, setup, configuration for MobileAssessor; and, transfer and delivery from DCS to County.	709.00	0.00
ESTIMATE TOTAL			\$ 75,400

Notes: County is purchasing their own iPads.

A full implementation going live before June 1, 2017 would be **\$93,225**. (see maintenance on next page)

We look forward to hearing from you soon.
THANK YOU FOR YOUR INTEREST!



Data Cloud
SOLUTIONS, LLC
...achieving the impossible

Purchase Order

PO # 16-803B

Date: October 21, 2016

PO Box 2194, Springfield, OH 45501
service@datacloudsolutions.net

TO Baldwin County Commission, on behalf of the
Baldwin County Revenue Commission - ATTN: Walt Lindsey
201 E Section Ave - Property Appraisals
Foley, AL 36535 (251) 580-1680
WLindsey@baldwincountyal.gov

ANNUAL MAINTENANCE & SUPPORT FEES

QTY	DESCRIPTION	UNIT PRICE (\$)	LINE TOTAL (\$)
1	SaaS Maintenance, Photo Repository, Field Audit History & Remote Support (2+ year term); SSL, and Guaranteed no-loss data backups & secure storage. (up to 140,000 parcels)	\$0.08 x Est. Parcels	11,200.00
1	CAMA Cloud & MobileAssessor SM Maintenance (12 mobile + 6 desktop)	25% of License Fees	18,850.00
1	Minimum Reserved Instance SaaS Hosting Discount; Estimated Go-Live before June 1, 2017 (line 1)	-25%	(2,800.00)
1	*Pro rated Maintenance & Support Discount; Estimated Go-Live 2 nd qtr 2017	-50%	(9,425.00)
TOTAL EST. MAINT. COST			\$30,050 17,825*

Note:

* Full annual maintenance (for SaaS hosting + licenses) begins January 1, 2017 and the first annual total is due no later than January 31, 2017 (or pro-rated to start within 30 days after the first day of training). Subsequent annual maintenance billing periods shall also commence on a January 1st date, with no less than two additional renewals being due no later than January 31, 2018, and January 31, 2019.

A full implementation going live before June 1, 2017 would be \$93,225. (see licenses and implementation on previous page)

I have read the information outlined in this form and authorize Data Cloud Solutions, LLC to make required arrangements in order to perform the above mentioned tasks and agree to pay all referenced costs.

Acceptance of Quote/Order:

Signature/Date

Printed Name

We look forward to hearing from you soon.
THANK YOU FOR YOUR INTEREST!

SOFTWARE LICENSE and RELATED PROFESSIONAL SERVICES AGREEMENT

MOBILEASSESSOR FOR BALDWIN COUNTY, ALABAMA

This Software License and Professional Services Agreement ("Agreement") is made as of the effective date specified in this agreement by and between Data Cloud Solutions, LLC ("DCS") an Ohio Limited Liability Company having a principal place of business at 4 West Main Street - Suite 908, Springfield, Ohio 45502 and the Baldwin County Commission, on behalf of the Baldwin County Revenue Commissioner's Office, 1705 U.S. Hwy 31 S. Bay Minette, AL 36507 ("Customer"). Collectively, DCS and Customer shall be known as the Parties.

RECITALS

WHEREAS Customer, pursuant to Alabama state law, is responsible for uniform and accurate real estate assessments according to fair market value, and

WHEREAS Customer has the desire to acquire and implement a number of technology based resources for improved and more cost-efficient performance of assessment demands and responsibilities, and

WHEREAS Customer has instituted a performance plan for the discovery and valuation of new construction, scheduled appraisal updates, and on-going equalization based upon the approach of empowering in-house resources in conjunction with its already implemented technologies (e.g., GIS) and CAMA databases without requiring a time consuming rollout period, and

WHEREAS Customer wishes to now bring those technologies and databases into an integrated and synchronized mobile environment for onsite property data verification and correction, new construction data collection, Board of Equalization and appeal related property reviews, and values equalization including scheduled appraisal updates and on-the-fly uniformity assurance efforts, and

WHEREAS DCS is engaged in the business of developing and selling **CAMA CloudSM software**; including MobileAssessorSM, and its desktop Administrative & Quality Control modules (hereinafter referred to as "Software"), and providing services with respect to same;

WHEREAS DCS possess the expertise and the resources to perform the professional services as required to meet the herein stated goals and requirements of Customer.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1) Term. This Agreement, including the End User License Agreement ("EULA") attached hereto and incorporated herein by reference, and in which Customer shall be referred to as "Licensee", shall

commence on June 1, 2017 and end on January 1, 2020. This Agreement and Customer's obligations hereunder shall be conditioned upon approval of this Agreement by the Baldwin County Commission. The services hereunder shall be provided by DCS in accordance with the following schedule:

- a) **Implementation:** April 1, 2017 - July 31, 2017
- b) **Delivery of Software and training:** beginning on or before August 1, 2017; unless a later date is preapproved by Customer
- c) **Hosting, maintenance, and support:** June 1, 2017 – 12:00am January 1, 2020

2) Scope of Services. DCS shall provide to Customer professional services regarding the provision, set-up, and implementation of up to 140,000 real property accounts; and training of Software on Customer hardware, including:

- a) Twelve (12) field appraiser iPad Air 2 4G LTE (or newer) machines remotely loaded with Customer's technology-based resources including CAMA data, GIS data, and up to one street level photograph of each parcel.

Each of the CAMA CloudSM licensed devices (12 mobile, 6 desktop) can be operated in at least one or more combinations of the following functions (depending on final configurations, role settings, and mobile field appraisal versus office quality control):

- Automated/Dynamic parcel visitation routing
 - New construction field listing
 - Updated street level photography
 - Sales and market data validation
 - Desktop review of properties via the admin console with streaming dashboards, Quality Control, Tracking, and Reporting modules
 - Reappraisal data verification / collection
 - Market areas statistical review and delineation notation
 - Land and building values equalization review
 - Reappraisal valuations final field review
 - Administrative monitoring of work performance with real-time management QC review, management of field operations, live mobile application tracking, and audit trails.
 - Board of Equalization field checks
- b) Configuration assistance of 12 Customer supplied 16GB iPad Air 2 4G/LTE-Verizon (or newer) mobile devices from DCS to Customer.
 - c) Onsite, hands-on training of Customer in the use of Software, including the field appraisal functions and administrative management functions; not to exceed 3 days in total. Onsite training shall be in conducted in the following allotment(s):
 - i) no more than one session containing up to 3 consecutive business days; and
 - (1) additional days of training can be purchased on an as-needed basis.

Any onsite training or professional services (including any excess) shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- d) Software as a Service (SaaS) hosting and implementation, covering all pertinent residential real property CAMA data-field mapping (see ii below), by DCS for the duration of licensed use by Customer.
- i) Customer must provide CAMA data, GIS shapefiles, and subject matter experts related to Customer data, workflow, and business processes in a format and manner deemed acceptable by DCS (e.g., CAMA ODBC access, Microsoft Access database, csv's, and/or SQL export; parcel boundaries shapefile, etc). All such data provided by Customer shall remain the property of Customer, notwithstanding anything in this Agreement, including Exhibit A, to the contrary.
 - ii) up to 175 read-only fields and 100 Editable Fields. Each extra read-only field would require an additional \$75 one-time fee (not recurring costs). Each extra editable field would require an additional \$300 one-time fee plus \$50/field/year in additional maintenance.
- e) Standard Maintenance and Support as described in this Agreement & the attached EULA. In the event of any conflict between the provisions of this Agreement and the EULA, the terms of this Agreement shall control.

(1) Premium Support and Professional Services are available for an additional time and materials fee, or a discounted rate for longer term commitments. Some examples of premium services include analyses of Customer specific use cases by DCS staff with executive authority with regard to software enhancements, change orders, and project management decisions; including, (a) mobile device mass appraisal and integrated field review best practices, (b) business process/requirements analysis, change management, and workflow optimization, and (c) appraisal analytics, consultation, and rates development. Onsite observations and findings shall be applied to Software training as applicable to the proper collection and incorporation of market data.

Any professional services in excess of the amounts described in this Agreement shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

3) License and Professional Fees for Software and/or Hardware Services. All licensing and implementation services set forth in this Agreement shall be completed for a sum **not to exceed \$75,400.**

- a) All bills properly rendered shall be due within thirty (30) days of the date of the invoice. Any bill unpaid after thirty (30) days shall be subject to a one percent (1%) per month interest rate for each month or part thereof that the bill remains unpaid.
 - i) 75% of Software license and Professional fees ($\$75,400 \times 75\% = \$56,550$) shall be invoiced upon the execution of this Agreement. **First installment not to exceed \$56,550.**
 - ii) The final 25% of Software license and Professional fees ($75,400 \times 25\% = \$18,850$) shall be invoiced within 15 days after the first day of Customer field appraisal staff receiving training as referenced in subsection 2 c) above. **Second installment not to exceed \$18,850.**
- b) If Customer determines that DCS is not in compliance with the terms of this Agreement, Customer may suspend payments until DCS is in compliance with the terms and conditions of this Agreement.
 - i) Full payment by Customer to DCS shall be immediately due if the parties agree that DCS was not able to fulfill the requirements of this Agreement due to any inability of Customer to rectify any unreasonable working environment issues, for which Customer

is accountable for, that interferes with DCS's ability to successfully complete agreed upon services.

- 4) Annual Maintenance and Support Fees for Software.** At least two years of annual maintenance and support shall be required; for which Customer shall be responsible to pay DCS an annual sum **not to exceed \$27,250**. Customer will be entitled to product Updates during the term of this Agreement, which include releases that correct identified errors in Software (including revisions or dot releases), and product Upgrades, which are subsequent versions of Software, and provide new or enhanced functionality.
- a) Full (non pro rata) annual maintenance begins January 1, 2018 and the first full annual total is due no later than January 31, 2018. The second annual maintenance billing period shall commence on January 1, 2019, with payment being due no later than January 31, 2019.
 - i) 100% of pro-rated Annual Maintenance and Support fees (27,250 less pro-rata 13,625 = \$13,625) shall be invoiced within 15 days after the first day of Customer field appraisal staff receiving training as referenced in subsection 2 c) above. **Pro-rated maintenance for year 2017 not to exceed \$13,625.**
 - b) DCS will provide standard support services on Software products in use by Customer and will use reasonable efforts to respond to all service inquiries within two (2) business days. However, DCS cannot guarantee response times for those inquiries requiring substantial research or if Customer does not provide sufficient details or reproduction steps.
 - i) For each software product for which Customer has purchased, they will be provided with installation, basic set-up, problem analysis, problem resolution, and preventative or corrective service information and efforts to reproduce and correct errors identified by Customer or determine that errors are not reproducible.
 - c) Example: After the pro-rated amount of \$13,625 is paid for 2017, the next full year annual maintenance and support begins 1/1/2018 and the full amount of \$27,250 shall be due by 1/31/2018. Then, \$27,250 shall be due by 1/31/2019; for which maintenance and support shall expire at the end of 12/31/2019 if there is not a renewed maintenance contract.
- 5) Reimbursement of Expenses.** DCS shall be responsible for all direct expenses of DCS with regard to its performance of its services under this Agreement, including travel, lodging and per diem expenses; with exception for any support or professional services in excess of any of the above described hours/days/licenses shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.
- 6) Mutual Mediation Clause.** Upon demand by either party, the parties agree to mediate any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including but not limited to the determination of the scope or applicability of this agreement to mediate. This clause shall not prevent either party from initiating any claim or suit, but if exercised by a party, both parties agree to stay any litigation for a reasonable time pending the mediation.
- 7) Non-Waiver by Parties.** No act or omission of any party shall be construed as constituting or implying a waiver by such party of any default hereunder or of any breach or non-observance of the provisions hereof on the part or the other party or as a surrender of any of the rights of such party

resulting therefrom, unless expressly consented to in writing by the party waiving such right.

8) Confidentiality. The parties agree to hold each party's confidential information in strict confidence and to take reasonable precautions to protect such confidential information (including, without limitation, all precautions each party employs with respect to its own confidential information); unless disclosing-party of confidential information authorizes disclosure in writing. Customer shall not be in breach of this Agreement, including Schedule A, in the event Customer is required by law, court order or enforceable subpoena to turn over any information, software or other data that is otherwise confidential hereunder. Provided, however, Customer will give DCS written notice within twenty four hours of Customer's receipt of any request, order or subpoena to allow DCS to seek whatever protections it deems advisable against such disclosure. Notwithstanding anything in this Agreement, including Schedule A, to the contrary, the parties acknowledge that the Customer is a governmental entity and shall be entitled to disclose the terms and conditions of this Agreement, including Schedule A, and any purchase orders, invoices or payments related thereto as deemed necessary by the Customer and without further notice to DCS, which shall not be deemed a breach of this Agreement.

9) Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the laws governing this Agreement or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

10) Amendments. This Agreement may not be modified or changed in any respect whatsoever except by written amendment signed by each party.

11) Designated Representative. Any notice that must be given under the present Agreement must be communicated in writing at the following addresses:

Person in charge of this project who will be available, knowledgeable, and authorized to execute binding agreements on behalf of DCS or Customer:

DCS: Daniel T. Anderson

Customer: Baldwin County Revenue Commission

E-mail: dandeson@datacloudsolutions.net

E-mail: Tfaust@baldwincountyal.gov

12) Entire Agreement. The present Agreement, attached Schedules, and/or Purchase Orders constitutes the full and complete understanding and agreement of DCS and Customer (and Software Licensee) and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement may be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

THE PARTIES HEREBY AGREE TO ALL OF THE ABOVE TERMS AND HAVE EXECUTED THIS AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE.

EFFECTIVE DATE: November 22, 2016

ACCEPTED BY:
Data Cloud Solutions, LLC

ACCEPTED BY:
Baldwin County Commission, on behalf of
the Baldwin County Revenue
Commissioner's Office

Authorized Signature

T. Christopher Elliott

President

Chairman

Title

Title

The undersigned County Administrator/Budget Director hereby certifies that the above and foregoing SOFTWARE LICENSE and RELATED PROFESSIONAL SERVICES AGREEMENT APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE BALDWIN COUNTY'S DISCOVERY & APPRAISAL OF REAL ESTATE AND EQUALIZATION OF VALUES, was approved by the Baldwin County Commission.

ATTEST:

Signed: _____

Printed: _____

County Administrator/Budget Director
Baldwin County, AL

SCHEDULE A

End User License Agreement

DEFINITIONS.

1.1 "Purchase Order" has the meaning set forth in Section 2.

1.2 "Floating User" means the number of undesignated concurrent users specified in any Purchase Order who may simultaneously access and use the Licensed Software, subject to the license granted herein.

1.3 "Named User" means the number of users specified in any Purchase Order who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.4 "Licensed Software" means the proprietary software of Data Cloud Solutions, LLC (in object code format only) and related documentation that is identified in any mutually agreed upon Purchase Order or Agreement.

1.5 "Business Unit" means the specific county division or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.6 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

2 PURCHASE ORDERS.

2.1 Licensee may issue to Data Cloud Solutions, LLC ("DCS") written Purchase Orders identifying the Licensed Software (as defined below) and services Licensee desires to obtain from DCS (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that the initial version of each Purchase Order shall be generated by DCS. DCS shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the conflicting terms of such Purchase Order. DCS may reject a Purchase Order that does not meet the conditions described above by promptly providing

to Licensee a written explanation of the reasons for such rejection. In order to be valid, all Purchase Orders submitted by Licensee must be substantially in the form of Purchase Order attached hereto and shall be executed by authorized representatives of each party prior to taking effect. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

3 LICENSE.

3.1 Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, DCS hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable, restricted license to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named Users specified in the Purchase Order.

3.2 Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with DCS, (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service

bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Purchase Order or this Agreement or otherwise recommended by DCS. Licensee acknowledges and agrees that the License is restricted to county/Customer operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

3.4 Database. Licensee agrees that the database created by DCS and its architecture are key components of Software that is also being licensed concurrently with this Agreement. The database may be subject to copyright protection by DCS. Licensee acknowledges that any alteration of the database – even in the case of changing data that may be owned by Licensee – that is performed by software that is not the Licensed Software and/or by an agent that is not associated with DCS is inconsistent with the License granted under this Agreement and may cause the Licensed Software to malfunction or affect the integrity of the data in the database, and that DCS can no longer warrant the accuracy of the data or the database. Licensee shall not permit any third party or third party software product to access the database except with the prior written consent of DCS. Notwithstanding anything in this License to the contrary, all data and information of or related to the License shall be owned by the Licensee and may be used and retained by the Licensee in its discretion, during the term of this License or after the expiration of the License. Such use and retained data shall not be deemed to be a breach of this Agreement.

SERVICES.

4.1 Professional Services. DCS shall provide professional services (“Services”) as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order or this Agreement, DCS personnel will perform these Services at the rate and charges set forth in such Purchase Order; plus applicable travel, meal and lodging expenses if preapproved by Customer.

4.2 Maintenance and Support Services. DCS shall provide maintenance and support services (“Maintenance”) as described in Purchase Orders or this Agreement to maintain the Licensed Software and to provide technical support, Licensed

Software updates, and other services as described in Purchase Orders or this Agreement. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to in a maximum of 1 day for standard inquiries and 3 hours for emergency inquiries from the time the call was placed or 3 hours for premium support services (if purchased); or otherwise resolved as soon as reasonably possible as defined within this Agreement. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, Licensee will be required to pay DCS the entire Annual Maintenance and Support Services Fees for the period of discontinuance, plus any Maintenance Services then commencing.

5 FEES AND EXPENSES.

5.1 In consideration for the License and the Services and Maintenance to be provided by DCS, Licensee shall pay the fees as indicated in the applicable Purchase Order. Licensee will pay these fees within thirty (30) days of the date of the invoice, unless otherwise stipulated in the Purchase Order or this Agreement. Thereafter, all past due balances shall accrue interest at the rate of 1% per month. Licensee agrees that the SaaS CAMA CloudSM applications are available only through a rental time-based subscription basis and the failure to pay any fees related thereto greater than sixty (60) days shall permit DCS to deny Licensee- without notice - access to those aspects of the Software until full payment for all amounts owing are paid in full.

6 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1 Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by DCS to Licensee (the “Proprietary Information”) are confidential and that DCS has and will have exclusive Intellectual Property Rights in such Proprietary Information.

6.2 Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of DCS’s Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of DCS. Except as otherwise expressly set forth in any Purchase Order or this Agreement, DCS shall own all right, title, and interest in and to all Deliverables that are written or created by DCS personnel alone or jointly with Licensee or third parties in connection with this Agreement. “Deliverable” shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.3 Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to DCS. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.4 Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of DCS confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Demonstrating the capability of the system to competing property assessment jurisdictions, competing vendors, and/or competing agents/consultants shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.5 DCS agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. DCS agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to DCS's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement and by law.

6.6 The provisions of this Section 6 apply to the Licensed Software as originally delivered by DCS and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.7 Licensee agrees to assist DCS in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or

entity not authorized by this Agreement to have such possession or use, and will cooperate with DCS in any litigation that DCS determines is reasonably necessary to protect the Proprietary Rights.

6.8 The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages.

7 INDEMNITY.

7.1 DCS will indemnify and defend Licensee, at DCS's expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies DCS in writing of any such claim; (ii) gives DCS full authority and control of the settlement and defense of the claim; (iv) has not made any admission or offer to settle and (iv) fully cooperates with DCS in the defense of such claims, including providing adequate assistance and information. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without DCS's prior written consent.

7.2 This indemnity does not apply to, and DCS will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than DCS unless approved in writing by DCS; (ii) modifications made by DCS at Licensee's request in compliance with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3 If an infringement claim arises, or in DCS's reasonable opinion is likely to arise, DCS may at its own expense and in its own discretion obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of

substantially similar capability and functionality. If none of these options are reasonably available to DCS, DCS may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF DCS AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

8 WARRANTY AND LIMITATION OF LIABILITY.

8.1 DCS warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for thirty (30) days from go-live delivery. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time.

8.2. DCS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE LICENSED SOFTWARE OR ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. DCS DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, DCS HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.

8.3 EXCEPT FOR DAMAGES ARISING FROM THE BREACH OF EITHER PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OR THE CONFIDENTIAL OBLIGATIONS SET FORTH HEREIN, IN RELATION TO ALL PURCHASE ORDERS AND THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY IN THE AGGREGATE FOR DAMAGES IN EXCESS OF

ANY AMOUNTS ACTUALLY PAID TO DCS HEREUNDER.

8.4 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, WHICH INCLUDES BUT IS NOT LIMITED TO LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9 TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein or otherwise stipulated in the Agreement. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31st day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, DCS may terminate this Agreement immediately upon written notice to Licensee. After the expiration of one year from the execution of this Agreement, the Customer shall have the right to terminate this Agreement, with or without cause, by providing sixty (60) days written notice to DCS of Customer's intent to terminate this Agreement. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to DCS that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay DCS all undisputed Fees or expenses then due or incurred up to the time of termination, which fees or expenses shall be prorated based on the number of days which have expired during the calendar year. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, 8.2, 8.3, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. DCS acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee thirty (30) days after written notice to DCS of the non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to

circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. Any services performed by DCS prior to its receipt of notice of the Licensee's intent to terminate this Agreement in accordance with this paragraph shall nonetheless be paid to DCS, including all non-refundable amounts.

MISCELLANEOUS.

10.1 Except for Customer's obligation to pay DCS, Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of DCS, and (ii) DCS may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3 No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.4 DCS and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.5 This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Alabama, without respect to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.6 If any provision of this Agreement or compliance by any of the parties with any provision of

this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.7 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.8 The parties may make disclosures regarding this Agreement required by legal, accounting, or regulatory agencies. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by DCS. DCS may disclose Licensee's name on a list of customers.

10.9 This Agreement will become effective only upon execution of this Agreement by an authorized officer of DCS and Licensee.

10.10 Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile,

and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to DCS shall be sent to: Data Cloud Solutions, LLC, 2 West Columbia Street, Suite 220, Springfield, OH 45502; and, Data Cloud Solutions, LLC, PO Box 2194, Springfield, OH 45501; and a PDF copy to records@datacloudsolutions.net

10.11 The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Such counterparts may be sent via facsimile or in PDF format via email.

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - ELECTED OFFICIALS
Item Status:	New
Submitted By:	Deidra B. Hanak
From:	Teddy Faust, Revenue Commissioner Andrea Roberson, Personnel Director
ITEM TITLE	
Revenue Commission - Employment of One (1) Assessment Support Technician I Position and Employment of Two (2) Real Property Appraiser Trainee Positions	
STAFF RECOMMENDATION	
<p>Take the following actions:</p> <p>1) Approve the employment of Joni Chambers to fill the open Assessment Support Technician I position (PID #912) at a grade G-EL (\$12.651 per hour / \$26,314.08 annually) in the Revenue Commission (51600); and</p> <p>2) Approve the employment of Lynzie Clark to fill the open Real Property Appraiser Trainee position (PID #5334) at a grade I-EL (\$15.248 per hour / \$31,715.84 annually) in the Revenue Commission - Re-Appraisal (51810); and</p> <p>3) Approve the employment of Christopher Bell to fill the open Real Property Appraiser Trainee position (PID #5335) at a grade I-EL (\$15.248 per hour / \$31,715.84 annually) in the Revenue Commission - Re-Appraisal (51810).</p> <p>These changes will be effective no sooner than December 12, 2016.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
The Assessment Support Technician I position was vacated in October 2016, due to the	

transfer of the previous employee. The Real Property Appraiser Trainee position was vacated in October 2016, due to the termination of the previous employee and one was newly created in May 2016. The Revenue Commissioner respectfully requests the above changes are approved.

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	unknown
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	51810.5113 51600.5113
Balance remaining in the line item after recommended expenditure:	
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	Personnel Policy I.C <i>Employment for Classified Positions</i>
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	Yes
Open funded position?	Yes
Position Number (PID):	PID #912 #5334 and #5335
Newly created position?	No
Comments:	
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Personnel - Implement Changes
ATTACHMENTS	

1. Recommendations and Applications for Assessment Support Technician I and Real Property Appraiser Trainee Applicants (CONFIDENTIAL).pdf	
APPROVALS	
Budget	Christie Davis 11/30/2016 3:20:30 PM
Personnel	Andrea Rider 11/30/2016 3:25:12 PM
Administration	Keri Green 11/30/2016 3:56:48 PM
Chairman and County Administrator	Ronald Cink 11/30/2016 3:58:56 PM

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - ENVIRONMENTAL MANAGEMENT
Item Status:	New
Submitted By:	Terri L. Graham
From:	Terri Graham, Development and Environmental Director
ITEM TITLE	
Baldwin Clean Sweep - March 4, 2017	
STAFF RECOMMENDATION	
<p>Authorize the Baldwin County Solid Waste Department (BCSW) to conduct “Baldwin Clean Sweep 2017” on Saturday, March 4, 2017, at the Magnolia Sanitary Landfill, MacBride Construction and Demolition Landfill, and the Bay Minette Transfer Station. Further, authorize the BCSW to implement the following operational changes, limited to the day of the Baldwin Clean Sweep 2017 event:</p> <ol style="list-style-type: none"> 1) Accept waste materials such as Christmas trees, yard waste, construction debris, cardboard, tires, electronics, furniture, appliances, scrap metal, carpet, and other non-putrescible rubbish from Baldwin County residents at no charge; and 2) Maintain normal operating procedures for commercial waste disposal, putrescible waste disposal, and household hazardous waste disposal. Normal charges for commercial tire disposal will be in effect; and 3) Require proof of residency in Baldwin County to be demonstrated as well as requiring customers to furnish name, address, and telephone number from customers for waste materials to be accepted at no charge; and 4) Extend operating hours of the Magnolia Sanitary Landfill, MacBride Construction and Demolition Landfill, and the Bay Minette Transfer Station from the normal closing time of 12:00 PM to 3:00 PM as well as provide additional staffing to accomplish the longer operating times and added administrative requirements.; and 	

5) Advise citizens that the scale attendant and/or other BCSW staff members will provide detailed instructions for unloading waste materials on the day of the event.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	Annual Event
<p>The annual event will allow residents of Baldwin County to clean up their personal property/residence and to properly dispose of items described above free of charge.</p> <p>Residents are encouraged to utilize this opportunity to dispose of the materials described in the staff recommendation which reduces the number of illegal dumps and keeps Baldwin County beautiful.</p> <p>Baldwin County residents are advised that for this event, disposal activities will be modified slightly from normal procedures and BCSW staff will be present on the day of the event to provide detailed unloading and disposal instructions.</p>	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Administration Department - Post on social media and prepare a Press Release for the week of February 27 - March 3,

	2017. Solid Waste Department - Post information on website under Solid Waste Department pages and ensure staffing needs are met.
ATTACHMENTS	
1. 2017 BALDWIN CLEAN SWEEP 3-4-17.doc	
APPROVALS	
Budget	
Personnel	
Administration	Keri Green 11/30/2016 11:46:51 AM
Chairman and County Administrator	Chris Elliott 11/30/2016 2:59:37 PM



BALDWIN COUNTY SOLID WASTE

BALDWIN CLEAN SWEEP

SATURDAY, MARCH 4, 2017

7^{AM} – 3^{PM}

MAGNOLIA LANDFILL – 15140 CO RD 49, SUMMERDALE

MACBRIDE LANDFILL – 14200 CO RD 64, LOXLEY

BAY MINETTE TRANSFER STATION – 43205 NICHOLSVILLE RD, BAY MINETTE

RESIDENTIAL WASTE ACCEPTED:

1. YARD WASTE
2. CONSTRUCTION DEBRIS
3. CARDBOARD
4. TIRES
5. ELECTRONICS
6. FURNITURE
7. APPLIANCES
8. SCRAP METAL
9. CARPET
10. PAINT
11. HOUSEHOLD HAZARDOUS WASTE
12. OTHER NON-PUTRESCIBLE WASTE



BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - FINANCE AND ACCOUNTING
Item Status:	New
Submitted By:	Kimberly Creech
From:	Kimberly Creech, Clerk/Treasurer John Marino, Chief Compliance Officer
ITEM TITLE	
Publication of Annual Fiscal Year 2016 Unaudited Financial Statement Once in All Gulf Coast Newspapers	
STAFF RECOMMENDATION	
Approve the publication of the Fiscal Year 2016 unaudited financial statement once in all Gulf Coast Newspapers.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	12/01/2015
As required by the <u>Code of Alabama</u> 1975, Section 11-3-21, the Commission must formally approve publication of the unaudited financial statement in a newspaper of general circulation. At the time of writing this agenda, the unaudited financial statement is not complete.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	\$2,600.00
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	51700.5253
Balance remaining in the line item after recommended expenditure:	\$400.00

Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	Yes
Name(s) of newspaper:	Gulf Coast Newspapers
Is proof of publication attached?	Yes
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	No
What is the justification for approving the recommendation?	Financial Statement has not been published; Commission approval is required first.
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	Yes
Required Action and Time Line for Implementation:	The document must be published by all Gulf Coast Newspapers by December 31, 2016.
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	John Marino, Finance and Accounting - Ensure documents are signed for confirmation and attestation and forward documents for publication in all Gulf Coast Newspapers.
ATTACHMENTS	
1. Code of Alabama 11-3-21 Statement of Financial Status.pdf 2. NEWSPAPER FINANCIALS FY16 Balance Sheet.pdf 3. NEWSPAPER FINANCIALS FY16 Income Statement.pdf 4. NEWSPAPER FINANCIALS FY16 Debt Service.pdf	
APPROVALS	
Budget	Christie Davis 11/30/2016 2:34:58 PM
Personnel	

BF1

Administration	Keri Green 11/30/2016 2:35:58 PM
Chairman and County Administrator	Chris Elliott 11/30/2016 3:06:24 PM

Section 11-3-21**Statement of financial status - Required.**

As soon as practical after closing the fiscal year, but no later than December 31 of each year, the county commission shall have published in a newspaper of general circulation in the county a statement of the county's financial status for the 12-month period ending on September 30 of that year, which statement shall include at a minimum all of the following:

- (1) An itemized report of the county's receipts by source and disbursements by functions or purposes or both.
- (2) The outstanding indebtedness of the county of any kind or character.
- (3) The schedule by years for retiring indebtedness, separating funded indebtedness from unfunded indebtedness.
- (4) The resources available to pay unfunded indebtedness.

(Code 1876, §750; Code 1886, §830; Code 1896, §962; Code 1907, §3317; Acts 1919, No. 330, p. 451; Code 1923, §6766; Acts 1927, No. 592, p. 691; Acts 1935, No. 524, p. 1111; Acts 1936-37, Ex. Sess., No. 216, p. 258; Code 1940, T. 12, §22; Act 2007-488, p. 1037, §1.)

BALDWIN COUNTY COMBINED BALANCE SHEET
ALL FUND TYPES & ACCOUNT GROUPS - UNAUDITED
September 30, 2016

	General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Funds	Proprietary Funds	Fiduciary Fund Types	General Fixed Assets Account Group	General Long Term Debt Account Group	Totals as of Sept. 30, 2016
ASSETS									
Cash	\$ 36,551,829.52	\$ 16,169,629.62	\$ 62,081.50	\$ 1,125,206.27	\$ 13,185,950.15	\$ 15,691,985.18	\$ -	\$ -	\$ 82,786,682.24
Investments W/ Fiscal Agent	-	-	4,490,278.15	-	-	-	-	-	4,490,278.15
Investments	-	-	-	-	6,751,387.54	-	-	-	6,751,387.54
Accounts Receivable	22,147,833.55	15,223,091.18	-	489.46	980,000.90	1,182.30	-	-	38,352,597.39
Due From Other Funds	1,703,114.52	197,460.38	-	-	89.22	12,693,210.71	-	-	14,593,874.83
Due From Other Gov Agencies	1,329,151.16	5,688,809.56	-	-	-	295,628.77	-	-	7,313,589.49
Allow for Doubtful Accounts	-	-	-	-	(38,900.93)	-	-	-	(38,900.93)
Inventory	7,031.24	-	-	-	-	-	-	-	7,031.24
Prepays & Deferred Outflows	101,752.80	35,974.60	-	-	415.97	-	-	12,715,446.10	12,853,589.47
Land	-	-	-	-	3,798,291.25	-	57,539,754.64	-	61,338,045.89
Historical Artifacts	-	-	-	-	-	-	45,000.00	-	45,000.00
Infrastructure	-	-	-	-	-	-	355,289,233.69	-	355,289,233.69
Buildings	-	-	-	-	3,279,303.88	-	96,046,026.45	-	99,325,330.33
Improvements	-	-	-	-	13,661,602.64	-	15,458,554.70	-	29,120,157.34
Other Equipment & Furniture	-	-	-	-	422,821.68	-	2,816,945.74	-	3,239,767.42
Construction Equipment	-	-	-	-	14,013,706.95	-	13,050,713.63	-	27,064,420.58
Office Equip & Furniture	-	-	-	-	16,803.00	-	430,883.18	-	447,686.18
Motor Vehicles	-	-	-	-	1,014,700.10	112,911.00	11,782,085.81	-	12,909,696.91
Computer Equipment	-	-	-	-	155,498.13	-	9,599,725.88	-	9,755,224.01
Communication Equipment	-	-	-	-	8,499.99	396,871.69	7,960,554.36	-	8,365,926.04
Construction In Progress	-	-	-	-	130,616.57	-	18,931,223.04	-	19,061,839.61
Leased Equipment	-	-	-	-	-	-	4,783,376.23	-	4,783,376.23
Accumulated Depreciation	-	-	-	-	(20,849,882.51)	(477,990.18)	(135,663,034.07)	-	(156,990,906.76)
Amt Avail in Debt Ser Fund	-	-	-	-	-	-	-	4,490,278.15	4,490,278.15
Amt To Be Provided For LTD	-	-	-	-	-	-	-	87,558,472.53	87,558,472.53
Amt To Be Provided For Interest LTD	-	-	-	-	-	-	-	1,237,677.94	1,237,677.94
Amt To Be Provided Pension Liability	-	-	-	-	-	-	-	21,725,231.14	21,725,231.14
Amt To Be Prov For Comp Absen	-	-	-	-	-	-	-	3,284,544.72	3,284,544.72
Amt To Be Prov for OPEB	-	-	-	-	-	-	-	1,866,535.77	1,866,535.77
TOTAL ASSETS	\$ 61,840,712.79	\$ 37,314,965.34	\$ 4,552,359.65	\$ 1,125,695.73	\$ 36,530,904.53	\$ 28,713,799.47	\$ 458,071,043.28	\$ 132,878,186.35	\$ 761,027,667.14

12/6/2016 Item BF1

BALDWIN COUNTY COMBINED BALANCE SHEET
ALL FUND TYPES & ACCOUNT GROUPS - UNAUDITED
September 30, 2016

	General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Funds	Proprietary Funds	Fiduciary Fund Types	General Fixed Assets Account Group	General Long Term Debt Account Group	Totals as of Sept. 30, 2016
ASSETS									
LIABILITIES									
Accounts Payable	\$ 9,724,574.95	\$ 2,068,460.89	\$ 15.31	\$ 259.50	\$ 621,901.33	\$ 336,232.30	\$ -		\$ 12,751,444.28
Interest Payable on Long Term Debt								1,237,677.94	1,237,677.94
Received Not Vouchered	57,857.87	54,184.33	-	901.34	25,122.94	790.51	-	-	138,856.99
Payroll Items Payable	-	-	-	-	-	109,496.52	-	-	109,496.52
Due To Other Funds	12,885,103.57	1,641,770.20	2,000.00	-	48,504.63	16,496.43	-	-	14,593,874.83
Due To Other Govt & Indiv	22,112,012.59	16,716,585.31	-	-	1,098.50	9,055,060.28	-	-	47,884,756.68
Leases Payable	-	-	-	-	-	-	-	1,865,451.32	1,865,451.32
Installment Purchase Payable	-	-	-	-	-	-	-	-	-
Warrants Payable	-	-	-	-	-	-	-	90,652,575.10	90,652,575.10
Net Pension Liability								26,873,447.00	26,873,447.00
Unamortized Prem. Discounts Other	-	-	-	-	-	-	-	6,612,658.50	6,612,658.50
Accrued Wages	353,236.83	441,499.43	-	-	149,808.06	23,177.07	-	-	967,721.39
Accrued Fringes & Other	156,330.18	206,976.18	-	-	3,416,657.58	11,686.58	-	-	3,791,650.52
Deferred Inflows								485,296.00	485,296.00
Est Liab for Comp Absences	-	-	-	-	310,560.00	-	-	3,284,544.72	3,595,104.72
Est Liab for OPEB	-	-	-	-	243,667.88	-	-	1,866,535.77	2,110,203.65
TOTAL LIABILITIES	\$ 45,289,115.99	\$ 21,129,476.34	\$ 2,015.31	\$ 1,160.84	\$ 4,817,320.92	\$ 9,552,939.69	\$ -	\$ 132,878,186.35	\$ 213,670,215.44
FUND EQUITY									
Contributed Capital	\$ -	\$ -	\$ -	\$ -	\$ 5,023,083.61	\$ -	\$ -	\$ -	\$ 5,023,083.61
Investment in Fixed Assets	-	-	-	-	-	-	458,071,043.28	-	458,071,043.28
Reserved Fund Balance	13,737,850.10	5,311,059.90	-	28,478.00	7,087,202.70	19,061,001.79	-	-	45,225,592.49
Fund Balance	2,813,746.70	10,874,429.10	4,550,344.34	1,096,056.89	19,603,297.30	99,857.99	-	-	39,037,732.32
TOTAL FUND EQUITY	\$ 16,551,596.80	\$ 16,185,489.00	\$ 4,550,344.34	\$ 1,124,534.89	\$ 31,713,583.61	\$ 19,160,859.78	\$ 458,071,043.28	\$ -	\$ 547,357,451.70
TOTAL LIABILITIES & FUND EQUITY	\$ 61,840,712.79	\$ 37,314,965.34	\$ 4,552,359.65	\$ 1,125,695.73	\$ 36,530,904.53	\$ 28,713,799.47	\$ 458,071,043.28	\$ 132,878,186.35	\$ 761,027,667.14

12/6/2016 Item BF1

**Baldwin County Combined Statement of Revenues, Expenditures,
Changes in Fund Balance, All Fund Types - UNAUDITED
For the Period Ending September 30, 2016**

	Governmental Fund Types				Proprietary Funds	Fiduciary Fund Types	Totals For the Period Ended 9-30-2016
	General Fund	Special Revenue Funds	Debt Service Fund	Capital Project Funds			
REVENUE							
Taxes	\$ 38,293,814.20	\$ 22,565,525.47	\$ -	\$ -	\$ -	\$ 972,800.02	\$ 61,832,139.69
Special Assessments	-	163,166.86	-	-	-	-	163,166.86
Licenses & Permits	1,103,376.76	-	-	-	-	-	1,103,376.76
Intergovernmental	2,304,086.10	19,022,819.11	-	-	-	420,913.72	21,747,818.93
Charges for Services	10,124,991.96	3,812,045.90	-	-	13,742,836.82	1,315,926.19	28,995,800.87
Fines & Forfeitures	40,289.25	-	-	-	-	-	40,289.25
Miscellaneous	1,820,028.27	1,142,238.09	581.48	7,869.95	303,879.72	758,807.79	4,033,405.30
Total Revenue	53,686,586.54	46,705,795.43	581.48	7,869.95	14,046,716.54	3,468,447.72	117,915,997.66
EXPENDITURES							
General Government	\$ 19,077,114.34	\$ 6,427,839.86	68.81	\$ 277,881.00	\$ -	\$ 1,749,663.26	\$ 27,532,567.27
Public Safety	22,109,347.04	4,839,778.83	-	-	-	1,689,288.58	28,638,414.45
Highways & Roads	-	31,630,913.06	-	-	-	-	31,630,913.06
Sanitation	-	-	-	-	13,530,698.90	-	13,530,698.90
Health	902,060.66	1,852,019.74	-	-	-	-	2,754,080.40
Welfare	8,000.00	495,900.70	-	-	-	-	503,900.70
Culture & Recreation	91,321.78	1,165,030.76	-	19,385.00	-	-	1,275,737.54
Education	88,528.14	-	-	-	-	-	88,528.14
Special Projects	-	-	-	-	-	-	-
Capital Outlay	2,601,142.92	6,272,020.85	-	68,502.08	-	-	8,941,665.85
Debt Service	461,878.85	-	11,768,043.40	-	-	-	12,229,922.25
Intergovernmental	-	-	-	-	50,000.00	-	50,000.00
Total Expenditures	45,339,393.73	52,683,503.80	11,768,112.21	365,768.08	13,580,698.90	3,438,951.84	127,176,428.56
Excess of Revenues Over/(Under) Expenditures	8,347,192.81	(5,977,708.37)	(11,767,530.73)	(357,898.13)	466,017.64	29,495.88	(9,260,430.90)
OTHER FINANCING SOURCES (USES)							
Operating Transfers In	1,408,440.51	15,727,861.72	11,370,610.59	-	-	610,954.00	29,117,866.82
Other Sources	79,057.65	3,452,550.15	4,747,593.87	600,000.00	212,377.48	-	9,091,579.15
Operating Transfers Out	(9,107,832.57)	(18,647,079.83)	-	(259.52)	(583,625.69)	(779,069.21)	(29,117,866.82)
Other Uses	-	-	(4,711,729.47)	(6,000.00)	-	-	(4,717,729.47)
Total Other Sources/ (Uses)	(7,620,334.41)	533,332.04	11,406,474.99	593,740.48	(371,248.21)	(168,115.21)	4,373,849.68
Excess of Rev & Other Sources Over/(Under) Exp & Other Uses	726,858.40	(5,444,376.33)	(361,055.74)	235,842.35	94,769.43	(138,619.33)	(4,886,581.22)
Excess Adding to Contributed Capital					(62,212.00)		(62,212.00)
Fund Balance Oct 1, 2015	15,824,738.40	21,629,865.33	4,911,400.08	888,692.54	26,657,942.57	19,299,002.98	89,211,641.90
Current Period Adjustments	-	-	-	-	-	476.13	476.13
Prior Period Adjustments	-	-	-	-	-	-	-
Fund Balance Restated	15,824,738.40	21,629,865.33	4,911,400.08	888,692.54	26,657,942.57	19,299,479.11	89,212,118.03
Fund Balance September 30, 2016	\$ 16,551,596.80	\$ 16,185,489.00	\$ 4,550,344.34	\$ 1,124,534.89	\$ 26,690,500.00	\$ 19,160,859.78	\$ 84,263,324.81

GENERAL OBLIGATION WARRANT
 SERIES 2013 (DATED February 01, 2013) 2.00% - 5.00%
 PERIOD ENDING

SEPT. 30	PRINCIPAL	INTEREST	TOTAL
2017	1,275,000.00	583,162.50	1,858,162.50
2018	1,315,000.00	537,737.50	1,852,737.50
2019	1,370,000.00	484,037.50	1,854,037.50
2020	1,430,000.00	428,037.50	1,858,037.50
2021	1,485,000.00	369,737.50	1,854,737.50
2022	1,545,000.00	309,137.50	1,854,137.50
2023	1,595,000.00	206,868.75	1,801,868.75
2024	1,655,000.00	94,125.00	1,749,125.00
2025	1,055,000.00	26,375.00	1,081,375.00
	<u>12,725,000.00</u>	<u>3,039,218.75</u>	<u>15,764,218.75</u>

GENERAL OBLIGATION WARRANT
 SERIES 2014 (DATED June 01, 2014) 2.10% - 4.25%
 PERIOD ENDING

SEPT. 30	PRINCIPAL	INTEREST	TOTAL
2017	0.00	392,790.00	392,790.00
2018	0.00	392,790.00	392,790.00
2019	0.00	392,790.00	392,790.00
2020	370,000.00	392,790.00	762,790.00
2021	380,000.00	385,020.00	765,020.00
2022	390,000.00	375,995.00	765,995.00
2023	400,000.00	365,757.50	765,757.50
2024	410,000.00	353,757.50	763,757.50
2025	425,000.00	341,047.50	766,047.50
2026	435,000.00	327,235.00	762,235.00
2027	450,000.00	311,140.00	761,140.00
2028	470,000.00	294,490.00	764,490.00
2029	490,000.00	275,690.00	765,690.00
2030	510,000.00	256,090.00	766,090.00
2031	530,000.00	235,690.00	765,690.00
2032	550,000.00	214,490.00	764,490.00
2033	570,000.00	191,940.00	761,940.00
2034	595,000.00	168,427.50	763,427.50
2035	620,000.00	143,437.50	763,437.50
2036	645,000.00	117,087.50	762,087.50
2037	675,000.00	89,675.00	764,675.00
2038	705,000.00	60,987.50	765,987.50
2039	730,000.00	31,025.00	761,025.00
	<u>10,350,000.00</u>	<u>6,110,142.50</u>	<u>16,460,142.50</u>

GENERAL OBLIGATION WARRANT
 SERIES 2015 (DATED March 01, 2015) 2.00% - 5.00%
 PERIOD ENDING

SEPT. 30	PRINCIPAL	INTEREST	TOTAL
2017	320,000.00	1,442,493.76	1,762,493.76
2018	870,000.00	1,436,093.76	2,306,093.76
2019	1,955,000.00	1,409,993.76	3,364,993.76
2020	1,995,000.00	1,370,893.76	3,365,893.76
2021	2,075,000.00	1,291,093.76	3,366,093.76
2022	2,165,000.00	1,208,093.76	3,373,093.76
2023	2,265,000.00	1,099,843.76	3,364,843.76
2024	2,380,000.00	986,593.76	3,366,593.76
2025	2,500,000.00	867,593.76	3,367,593.76
2026	2,625,000.00	742,593.76	3,367,593.76
2027	2,760,000.00	611,343.76	3,371,343.76
2028	2,895,000.00	473,343.76	3,368,343.76
2029	2,585,000.00	386,493.76	2,971,493.76
2030	1,775,000.00	308,943.76	2,083,943.76
2031	1,830,000.00	253,475.00	2,083,475.00
2032	1,895,000.00	194,000.00	2,089,000.00
2033	1,985,000.00	99,250.00	2,084,250.00
	<u>34,875,000.00</u>	<u>14,182,137.64</u>	<u>49,057,137.64</u>

GENERAL OBLIGATION WARRANT
 SERIES 2016 (DATED May 24, 2016) 1.72%
 PERIOD ENDING

SEPT. 30	PRINCIPAL	INTEREST	TOTAL
2017	115,925.24	9,823.66	125,748.90
2018	117,927.74	7,821.16	125,748.90
2019	119,964.82	5,784.08	125,748.90
2020	122,037.08	3,711.82	125,748.90
2021	124,145.12	1,603.76	125,748.88
	<u>600,000.00</u>	<u>28,744.48</u>	<u>628,744.48</u>

GENERAL OBLIGATION WARRANT
 SERIES 2016B (DATED September 01, 2016) 1.72% - 2.15%
 PERIOD ENDING

SEPT. 30	PRINCIPAL	INTEREST	TOTAL
2017	474,759.38	86,548.64	561,308.02
2018	474,759.38	78,382.77	553,142.15
2019	474,759.38	70,216.91	544,976.29
2020	474,759.38	62,051.05	536,810.43
2021	474,759.38	53,885.19	528,644.57
2022	474,759.38	45,481.95	520,241.33
2023	474,759.39	36,366.57	511,125.96
2024	474,759.40	27,251.19	502,010.59
2025	474,759.40	17,862.83	492,622.23
2026	474,759.40	7,655.49	482,414.89
	<u>4,747,593.87</u>	<u>485,702.59</u>	<u>5,233,296.46</u>

Note: The resources available for the above and previous scheduled indebtedness are generated from the unrestricted operating revenues of the County with the debt service scheduled and budgeted each year as an operating expenditure.

STATE OF ALABAMA
 BALDWIN COUNTY

I, T. Christopher Elliott, as Chairman of the County Commission of Baldwin County, Alabama, do hereby certify that the attached statements reflect the true preclose financial condition and operating statement of Baldwin County, Alabama, for the period beginning October 1, 2015 and ending September 30, 2016, records of which are on file in the office of the County Commission.

Given under my hand this 6th day of December, 2016

ATTEST:

T. Christopher Elliott, Chairman, County Commission,
 Baldwin County, Alabama

Ronald J. Cink, County Administrator

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - FINANCE AND ACCOUNTING
Item Status:	New
Submitted By:	Debbie West
From:	Kimberly Creech, Clerk/Treasurer
ITEM TITLE	
Resolution #2017-034 - Severe Weather Preparedness Tax Holiday 2017	
STAFF RECOMMENDATION	
Adopt Resolution #2017-034 of the Baldwin County Commission which exempts items in conformity with the provisions in §40-23-230 through §40-23-233 Code of Alabama (1975) [Act No. 2012-256], from all County Sales and Use Taxes with said exemption commencing at 12:01 a.m. on the last Friday in February, 2017, (February 24, 2017) and expiring at twelve midnight on the following Sunday in February, 2017, (February 26, 2017).	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	December 1, 2015
<p>The Baldwin County Commission adopted a similar resolution (#2016-021) on December 1, 2015, for the 2016 Severe Weather Preparedness Tax Holiday for the last full weekend of February 26-28, 2016.</p> <p>On April 26, 2012, the State Legislature passed and Governor Bentley signed Act. 2012-256 exempting certain "covered items" from the State Sales and Use Tax during the first full weekend of July, 2012, and commencing at 12:01 a.m. on Friday, July 6, 2012 and ending at twelve midnight on July 8, 2012.</p> <p>The attached resolution meets the requirements of §40-23-233.</p>	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes

Total cost of recommendation?	Amount Undeterminable
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	
Balance remaining in the line item after recommended expenditure:	
Does the recommendation create a need for continued funding which is not included in the current budget?	No
How will this funding requirement be met in the future?	N/A
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	No
What is the justification for approving the recommendation?	N/A
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	No
Reason:	N/A
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	Yes
Required Action and Time Line for Implementation:	Deadline to submit certified copy of Resolution No. 2017-034 to Alabama Department of Revenue: <u>January 24, 2017</u>
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Administrative Staff to send correspondence and Resolution No. 2017-034 to the following: Alabama Department of Revenue Attention: Wanda Robbins, Room 4311

	<p>Sales & Use Tax Division Post Office Box 327900 Montgomery, AL 36132-7900</p> <p>cc: Heather Gwynn, Sales & Use Tax Coordinator / File</p>
ATTACHMENTS	
<ol style="list-style-type: none"> 1. Code of Alabama, 40-23-230 through 40-23-233.pdf 2. AL Dept of Revenue Rule 810-6-3-.66.pdf 3. Quick Reference of Exempt Items.pdf 4. Letter from Board of Education in Support of Tax Holiday.pdf 5. Resolution 2017-034.docx 	
APPROVALS	
Budget	Ronald Cink 11/30/2016 4:50:34 PM
Personnel	
Administration	Keri Green 11/30/2016 4:53:26 PM
Chairman and County Administrator	Keri Green 11/30/2016 4:54:37 PM

Section 40-23-230**Definitions.**

(a) As used in this article, the term covered items includes the following selling for \$60 or less per item:

(1) Any package of AAA-cell, AA-cell, C-cell, D-cell, 6-volt, or 9-volt batteries, excluding coin batteries and automobile and boat batteries.

(2) Any cellular phone battery or cellular phone charger.

(3) Any portable self-powered or battery-powered radio, two-way radio, weatherband radio, or NOAA weather radio.

(4) Any portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks.

(5) Any tarpaulin, plastic sheeting, plastic drop cloths or other flexible, waterproof sheeting.

(6) Any ground anchor system, such as bungee cords or rope, or tie-down kit.

(7) Any duct tape.

(8) Any plywood, window film, or other materials specifically designed to protect window openings.

(9) Any non-electric food storage cooler or water storage container.

(10) Any non-electric can opener.

(11) Any artificial ice, blue ice, ice packs, or reusable ice.

(12) Any self-contained first aid kit.

(13) Any fire extinguisher, smoke detector or carbon monoxide detector.

(14) Any gas or diesel fuel tank or container.

(b) The term covered items also includes any portable generator and power cords used to provide light or communications or preserve food in the event of a power outage selling for \$1,000 or less per item.

(Act 2012-256, p. 492, §1.)

Section 40-23-231**Tax exemption on covered items.**

Purchases of covered items, as defined herein, are exempted from the state sales and use tax during the period from 12:01 a.m. on the first Friday in July in 2012 and ending at twelve midnight the following Sunday. In subsequent years, purchases of covered items are exempted from state sales and use tax during the period from 12:01 a.m. on Friday of the last full weekend in February and ending at twelve midnight the following Sunday. Items normally sold in pairs or packages shall not be separated to qualify for the exemption provided for in this article.

(Act 2012-256, p. 492, §2.)

Section 40-23-232**Rules and regulations.**

The Commissioner of the Department of Revenue shall promulgate any rules necessary to implement and administer this article including, but not limited to, a list of those articles and items qualifying for the exemption pursuant to this article, that do not conflict with the Streamlined Sales and Use Tax Agreement.

(Act 2012-256, p. 492, §3.)

Section 40-23-233**County and municipal exemptions authorized.**

Any county or municipality may, by resolution or ordinance adopted at least 14 days prior to the first full weekend of July in 2012 and at least 30 days prior to the last full weekend of February in subsequent years, provide for the exemption of covered items from paying county or municipal sales and use taxes during a period commencing at 12:01 a.m. on the first Friday in July in 2012, and the Friday of the last full weekend of February in subsequent years, and ending at twelve midnight the following Sunday under the same terms, conditions, and definitions as provided for the state sales tax holiday. Notwithstanding the foregoing, a county or municipality is prohibited from providing such an exemption during any other period of the year that is not designated as a sales tax holiday.

(Act 2012-256, p. 492, §4.)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-66 Sales Tax Holiday for Severe Weather Preparedness

(1) Beginning at 12:01 a.m. on Friday, July 6, 2012, and ending at twelve midnight on Sunday, July 8, 2012, a sales tax holiday is enacted pursuant to Act No. 2012-256, whereby no state sales or use tax is due on "covered items" as defined herein. For each year thereafter, the sales tax holiday begins at 12:01 a.m. on the Friday of the last full weekend in February and ends at twelve midnight the following Sunday. This sales tax holiday is referred to as the Severe Weather Preparedness Sales Tax Holiday.

(2) Pursuant to Act No. 2012-256, any county or municipality may, by resolution or ordinance adopted at least 14 days prior to July 6, 2012 and at least 30 days prior to the last full weekend of February in subsequent years, provide for the exemption of "covered items" from county or municipal sales or use taxes during the same time period, under the same terms, conditions, and definitions as provided in this rule for the state sales tax holiday. A county or municipality is prohibited from providing for a sales and use tax exemption during any period other than concurrently with a state sales tax holiday. A participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 14 days prior to the 2012 holiday and at least 30 days prior to the holiday in subsequent years. The Department will compile this information into a list of all counties and municipalities participating in the Severe Weather Preparedness Sales Tax Holiday and issue a current publication of the list on its website.

(3) "Covered items" include the following selling for \$60 or less per item:

(a) Any package of AAA-cell, AA-cell, C-cell, D-cell, 6-volt, or 9-volt batteries, excluding coin batteries and automobile and boat batteries;

(b) Any cellular phone battery or cellular phone charger;

(c) Any portable self-powered or battery-powered radio, two-way radio, weatherband radio, or NOAA weather radio;

(d) Any portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks;

(e) Any tarpaulin, plastic sheeting, plastic drop cloths or other flexible, waterproof sheeting;

(f) Any ground anchor system, such as bungee cords or rope, or tie-down kit;

(g) Any duct tape;

(h) Any plywood, window film or other materials specifically designed to protect window openings;

(i) Any non-electric food storage cooler or water storage container;

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66. (Continued)

- (j) Any non-electric can opener;
- (k) Any artificial ice, blue ice, ice packs, or reusable ice;
- (l) Any self-contained first aid kit;
- (m) Any fire extinguisher, smoke detector or carbon monoxide detector; and,
- (n) Any gas or diesel fuel tank or container.

(4) "Covered items" also includes any portable generator and power cords used to provide light or communications or preserve food in the event of a power outage selling for \$1,000 or less per item.

(5) Covered items are exempt only if the individual item is priced at or below the established threshold for the exemption. Exemption for only a portion of an individual item is not allowed. The following example illustrates the application of the rule to the exemption:

(a) A customer purchases a generator for \$1800. Tax is due on the entire \$1800. The exemption does not apply to the first \$1000 of the price of a generator selling for more than \$1000.

(6) Splitting of items normally sold together. To qualify for the exemption, items normally sold in pairs shall not be separated, and articles that are normally sold as a single unit must continue to be sold in that manner.

(7) "Buy one, get one free" and other similar offers. If a dealer offers "buy one, get one free" or "two for the price of one" on covered items, the purchase shall qualify for the exemption when all other conditions of the exemption are met. However, if a dealer offers a "buy one, get one for a reduced price" the two prices cannot be averaged to qualify both items for the exemption.

(8) Discounts, coupons, and rebates. A discount by the seller reduces the sales price of the item and the discounted sales price determines whether the sales price is within the sales tax holiday price threshold. A coupon that reduces the sales price is treated as a discount if the seller is not reimbursed for the coupon amount by a third-party. If a discount applies to the total amount paid by a purchaser rather than to the sales price of a particular item and the purchaser has purchased both eligible property and taxable property, the seller should allocate the discount based on the total sales prices of the taxable property compared to the total sales prices of all property sold in that same transaction. The application of the exemption to discounts, coupons and rebates extended on a covered item during the exemption period is illustrated by the following examples:

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66. (Continued)

(a) If a dealer offers to sell a portable radio with a sales price of \$70 at a discount of 20 percent at the time of sale, the exemption would apply because the actual sales price of the radio is \$56.

(b) If a dealer offers a reduction in sales price of \$100.00 through a store coupon for a portable generator with a sales price of \$1100.00, the exemption would apply to the purchase because the dealer's actual sales price to the customer is \$1000.00.

(c) If a customer gives to a dealer a manufacturer's coupon for \$100.00 for a portable generator with a sales price of \$1100.00, the exemption would not apply.

(d) Rebates generally occur after the sale, thus the amount of the rebate does not affect the sales price of the purchased item. For example, if a portable generator was purchased for \$1,100.00 with a manufacturer's rebate for \$100.00, the exemption would not apply because the sales price is in excess of \$1,000.00.

(9) Exchanges. The application of the exemption to an exchange of a covered item purchased during the exemption period is illustrated by the following examples:

(a) A customer purchases a covered item during the exemption period, but later exchanges the item for a similar item of a different size, color, or other feature at the same price and the original sale is not cancelled. No additional tax is due even though the exchange is made after the exemption period.

(b) A customer purchases a covered item during the exemption period. After the exemption period has ended, the customer returns the item and receives credit on the purchase of a different item and the original sale is cancelled. Sales tax is due on the total sales price of the newly purchased item.

(c) A customer purchases a covered item before the exemption period. During the exemption period the customer returns the item and receives credit on the purchase of a different covered item and the original sale is cancelled. Sales tax is not due on the sale of the new item if the new item is purchased during the exemption period.

(10) Layaway sales. A layaway sale is a transaction in which articles are set aside for future delivery to a purchaser who makes a deposit, agrees to pay the balance of the sales price over a period of time, and, at the end of the payment period, receives the merchandise. A sale of a covered item under a layaway sale will qualify for the exemption when final payment on the layaway order is made by, and the item is given to, the purchaser during the exemption period; or when title to the covered item transfers to the purchaser and delivery is made to the purchaser during the exemption period. A sale made by completion of transfer of title after the exemption period shall not qualify for the exemption.

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66. (Continued)

(11) Rain checks. A rain check allows a customer to purchase an item at a certain price at a later time because the particular item was out of stock. Covered items purchased during the exemption period with the use of a rain check will qualify for the exemption regardless of when the rain check was issued. Issuance of a rain check during the exemption period will not qualify a covered item for the exemption if the item is actually purchased after the exemption period.

(12) Mail, telephone, e-mail, and Internet sales. The sale of a covered item qualifies for exemption when sold through the mail, telephone, e-mail or Internet when the item is paid for and delivered to the customer during the exemption period; or when title to the covered item transfers to the purchaser and delivery is made to the purchaser during the exemption period. Pursuant to Section 40-23-1(a)(5), the sale of an item is not closed or completed until the time and place where delivery occurs to the purchaser after the act of transportation ends and the item comes to rest in this state for use or consumption. Covered items that are pre-ordered and delivered to the customer during the exemption period qualify for the exemption.

(13) Gift certificates and gift cards. Covered items purchased during the exemption period using a gift certificate or gift card will qualify for the exemption, regardless of when the gift certificate or gift card was purchased. Covered items purchased after the exemption period using a gift certificate or gift card are taxable even if the gift certificate or gift card was purchased during the exemption period. A gift certificate or gift card cannot be used to reduce the selling price of a covered item in order for the item to qualify for the exemption.

(14) Returns. For a 60 day period immediately after the sales tax holiday exemption period, when a customer returns an item that would qualify for the exemption, no credit for or refund of sales tax shall be given unless the customer provides a receipt or invoice that shows tax was paid, or the seller has sufficient documentation to show that tax was paid on the specific item. This 60 day period is set solely for the purpose of designating a time period during which the customer must provide documentation that shows that sales tax was paid on returned merchandise. The 60 day period is not intended to change a seller's policy on the time period during which the seller will accept returns.

(15) Different time zones. The time zone of the purchaser's location determines the authorized time period for a sales tax holiday when the purchaser is located in one time zone and a seller is located in another.

(16) Records. The retailer is not required to obtain an exemption certificate on sales of covered items during the exemption period. However, the retailer's records should clearly identify the type of item sold, the date on which the item was sold, the sales price of all items and, if applicable, any tax charged.

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.66. (Continued)

(17) **Reporting Exempt Sales.** No special reporting procedures are necessary to report exempt sales on covered items made during the exemption period. Exempt sales are to be included in the Gross Sales Amount and in the Deductions amount reported on the state and local returns. Taxable sales and exempt transactions should be reported as currently required by law.

(18) **Transportation Charges.**

(a) Where delivery is made by common carrier or the U.S. Postal Service, the transportation charge, if billed as a separate item and paid directly or indirectly by the purchaser, is excluded from the sales price of the covered item. Transportation charges made by any other means are included as part of the sales price of the covered item, whether or not separately stated. Transportation charges are not separately stated if included with other charges and billed as "shipping and handling" or "postage and handling."

(b) "Shipping and handling" or "postage and handling" charges are included as part of the sales price of the covered item, whether or not separately stated. If multiple items are shipped on a single invoice, to determine if any covered items qualify for the exemption for purposes of determining a sales tax holiday price threshold, the shipping and handling charge or postage and handling charge must be proportionately allocated to each item ordered, and separately identified on the invoice.

(19) This rule shall become effective immediately.

(Sections 40-2A-7(a)(5), 40-23-31, 40-23-83, Code of Alabama 1975; Act 2012-256. Emergency Rule filed May 2, 2012, Permanent Rule effective September 13, 2012)



Alabama Department of Revenue



www.revenue.alabama.gov

2017 SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY

Alabama will hold its sixth annual Severe Weather Preparedness Sales Tax Holiday, beginning Friday, February 24, 2017 at 12:01 a.m. and ending Sunday, February 26, 2017 at 12 midnight, giving shoppers the opportunity to purchase certain severe weather preparedness items free of state sales tax. Local sales tax may apply.

For more information, contact us 8:00 a.m. – 5:00 p.m., CST
 Monday through Friday
 334-242-1490 or 866-576-6531

COVERED ITEMS - \$60 or Less, per ITEM		
EXEMPT:		
<ul style="list-style-type: none"> • AAA-cell batteries • AA-cell batteries • C-cell batteries • D-cell batteries • 6-volt batteries • 9-volt batteries • Cellular phone battery • Cellular phone charger • Portable self-powered or battery-powered radio, two-way radio, weatherband radio or NOAA weather radio • Portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks 	<ul style="list-style-type: none"> • Tarpaulin • Plastic sheeting • Plastic drop cloths • Other flexible, waterproof sheeting • Ground anchor system, such as bungee cords or rope, or tie-down kit • Duct tape • Plywood, window film or other materials specifically designed to protect window coverings • Non-electric food storage cooler or water storage container • Non-electric can opener 	<ul style="list-style-type: none"> • Artificial ice • Blue ice • Ice packs • Reusable ice • Self-contained first aid kit • Fire extinguisher • Smoke detector • Carbon monoxide detector • Gas or Diesel fuel tank or container
TAXABLE:		
<ul style="list-style-type: none"> • Coin batteries • Automobile and boat batteries 		

A single purchase with a sales price of \$1000 or Less
EXEMPT:
Any portable generator and power cords – used to provide light or communications or preserve food in the event of a power outage.



BALDWIN COUNTY PUBLIC SCHOOLS

EDDIE TYLER, M.Ed.
Superintendent

November 3, 2016

Board of Education

DAVID B. COX
District 1

DAVID TARWATER
District 2

TONY MYRICK
District 3

JANAY DAWSON
District 4

ANGIE SWIGER
District 5

CECIL CHRISTENBERRY
District 6

SHANNON CAULEY
District 7

Mr. Ron Cink, County Administrator
Baldwin County Commission
322 Courthouse Square
Bay Minette, AL 36507

Dear Mr. Cink:

I am submitting this letter of support for the Sales Tax Holiday to the Baldwin County Commission on behalf of the Baldwin County Public Schools. Baldwin County Public Schools rely heavily upon sales tax revenue, but has supported the Sales Tax Holiday for Baldwin County since its inception.

Baldwin County Public Schools support this Sales Tax Holiday in order to provide a needed benefit to our parents and to our employees. The parents of our students are so willing to assist our schools in many ways and through fundraising which provide much needed financial support to our schools.

This is one small way that we can provide support back to them and honor them for their commitment to Baldwin County Public Schools.

Thank you for your continued support of Baldwin County Public Schools.

Sincerely,

Eddie Tyler, M.Ed.
Superintendent

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2017-034
OF THE
BALDWIN COUNTY COMMISSION**

PROVIDING FOR THE EXEMPTION OF CERTAIN COVERED ITEMS AS DEFINED IN CODE OF ALABAMA, 1975, AS AMENDED, SECTIONS 40-23-230 THROUGH 40-23-233 FROM THE PAYMENT OF COUNTY SALES AND USE TAX FOR THE LAST FULL WEEKEND IN FEBRUARY, 2017, AS AUTHORIZED BY CODE OF ALABAMA, 1975, AS AMENDED SECTIONS 40-23-230 THROUGH 40-23-233.

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, Code of Alabama, 1975, as amended, Sections 40-23-230 through 40-23-233, provides for the exemption of certain covered items from State sales and use tax during the last full weekend in February, and the last full weekend of February of each subsequent year; and furthermore, Section 40-23-233 authorizes any County or Municipality to provide for the exemption of certain covered items from local sales and use tax during the last full weekend in February, by a resolution or ordinance adopted at least thirty (30) days prior to the last full weekend of February, and

WHEREAS, the Code of Alabama, 1975, amended, Section 40-23-230 through 40-23-233 are commonly known as a “Severe Weather Preparedness Tax Holiday” in the State of Alabama, said “Severe Weather Preparedness Tax Holiday” commencing at 12:01 a.m. on the Friday of the last full weekend in February and the last full weekend of February each subsequent year of each year and expiring at twelve midnight the following Sunday; and

WHEREAS, in 2017, the last full weekend in February remains February 24-26, 2017; and

WHEREAS, the Baldwin County Commission is desirous to provide for said “Severe Weather Preparedness Tax Holiday” to exempt covered items defined in Code of Alabama, 1975, as amended, Sections 40-23-230 through 40-23-233 from all County sales and use taxes for the last full weekend in February 2017; and

WHEREAS, today’s regular meeting of the Baldwin County Commission, held on December 6, 2016, is at least thirty (30) days prior to the last full weekend in February, 2017; now therefore;

BE IT RESOLVED, BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority provided in Code of Alabama, 1975, as amended, Section 40-23-230 through 40-23-233, the Baldwin County Commission, by and through this resolution, hereby exempts certain covered items defined in the Code of Alabama, 1975, as amended, Sections 40-23-230 through 40-23-233 from all County sales and use taxes with said exemption commencing at 12:01 a.m. on the last Friday in February, 2017 (February 24, 2017) and expiring at twelve midnight on the following Sunday in February, 2017 (February 26, 2017).

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 6th day of December, 2016.

T. Christopher Elliott, Chairman

ATTEST:

Ronald J. Cink, County Administrator

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM

Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - HIGHWAY
Item Status:	New
Submitted By:	Mary Booth
From:	Cal Markert, P.E., County Engineer Matthew S. Brown, Design Engineer
ITEM TITLE	
Cliff's Landing Public Boat Ramp - Lease, Construction and Maintenance Agreement with State of Alabama Department of Conservation and Natural Resources (ADCNR)	
STAFF RECOMMENDATION	
Approve the Chairman to execute the Lease, Construction and Maintenance Agreement for Cliff's Landing Public Boat Ramp between the State of Alabama Department of Conservation and Natural Resources (ADCNR) and Baldwin County. <i>(The agreement shall be effective upon the date of full execution and shall remain in effect until June 30, 2042, unless otherwise terminated by either party in writing.)</i>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>Baldwin County Commission entered into an agreement with the State of Alabama, Department of Conservation and Natural Resources (ADCNR) dated July 1, 1992 for the construction and operation of a public boat landing. Said agreement will expire on June 30, 2017. Baldwin County and the ADCNR are desirous of entering into another agreement for a term of twenty-five (25) years, commencing on July 1, 2017, and expiring on June 30, 2042, with an option by ADCNR to renew for an additional twenty-five (25) year period.</p> <p>Additionally, the ADCNR is proposing the construction of two new access piers. Said construction will commence upon full execution of this agreement and shall be completed on or before July 31, 2017. The total cost of the project shall not exceed \$65,000, of which the County will reimburse the ADCNR \$29,593.00 upon completion and a satisfactory final inspection and invoice from the ADCNR. Funding was approved for said project in the amount of \$25,000 during the September 20, 2016 Commission Meeting, Agenda Item CA2, approving the FY2016-2017 budget.</p> <p>The Highway Department is requesting to approve the execution of an agreement between</p>	

the Baldwin County Commission and ADCNR to construct two new access piers and extend the agreement as set forth in the terms provided in the agreement.

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	\$29,593.00
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	0206716.5150
Balance remaining in the line item after recommended expenditure:	
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	Yes
Does this documentation require County Attorney's review and approval?	Yes
Has the documentation been reviewed and approved by the County Attorney?	Yes
Is this routine documentation reviewed and approved by Department Head?	Yes
Has the documentation been reviewed and approved by the Department Head?	Yes
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	No
What is the justification for approving the recommendation?	N/A
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	No

Reason:	N/A
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	<p>Commission Administration have the Chairman execute three (3) original agreements, prepare correspondence and forward to ADCNR for final execution. Administration send copy of correspondence to Highway Department, Mary Booth.</p> <p>Contact: Alabama Department of Conservation and Natural Resources Keith Henderson Fisheries Biologist Wildlife & Freshwater Fisheries 64 N. Union St., Suite 551 Montgomery, Alabama 36130</p>
ATTACHMENTS	
<p>1. Agreement.pdf 2. Map.pdf</p>	
APPROVALS	
Budget	Christie Davis 11/28/2016 8:53:37 AM
Personnel	
Administration	Keri Green 11/28/2016 10:11:09 AM
Chairman and County Administrator	Chris Elliott 11/28/2016 3:50:46 PM

STATE OF ALABAMA)	LEASE, CONSTRUCTION, AND MAINTENANCE AGREEMENT - CLIFF'S LANDING PUBLIC BOAT RAMP - BALDWIN COUNTY, STATE OF ALABAMA
BALDWIN COUNTY)	

THIS LEASE, made and entered into on the _____ day of _____, 2016, by and between the BALDWIN COUNTY COMMISSION (hereinafter sometimes referred to as COUNTY), and the STATE OF ALABAMA, acting through its DEPARTMENT OF CONSERVATION & NATURAL RESOURCES (hereinafter sometimes referred to as CONSERVATION):

WITNESSETH:

WHEREAS, COUNTY and CONSERVATION entered into a certain agreement dated July 1, 1992, for the construction and operation of a public boat landing, and

WHEREAS, said Agreement bearing date of July 1, 1992, expires on June 30, 2017; and

WHEREAS, COUNTY and CONSERVATION are desirous of entering into another agreement on said property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that as a contribution for the benefit of the public and for and in consideration of the sum of One Dollar (\$1.00) in hand paid by CONSERVATION, the receipt whereof is hereby acknowledged, COUNTY does hereby lease and let unto CONSERVATION, the following described property situated in Baldwin County, Alabama, to-wit:

Commencing at a point established by H. C. Bankster, (Reg. No. 1624) to be 946 feet South and 6568 feet West of the Southwest corner of regular Section 15, Township 2 South, Range 2 East, Baldwin County, Alabama. (Plat dated January 16, 1959); thence run West 994.56 feet; thence run South 12.05 feet; thence run North 72 degrees 12 minutes West, along an old fence line 161.29 feet, as established by R. J. Williams (Reg. No. 10675); thence run North 73 degrees 07 minutes West, a distance of 283.28 feet, for the POINT OF BEGINNING; thence continue North 73 degrees 07 minutes West, a distance of 126 feet, to a point; thence run South 26 degrees 00 minutes West, a

distance of 469.94 feet, along the East bank of the Tensaw River to a point; thence run South 51 degrees 00 minutes East, a distance of 691.89 feet, to a point; thence run North 14 degrees 25 minutes West, a distance of 847.83 feet, to the POINT OF BEGINNING, containing 4.68 acres, more or less, AND an easement for ingress and egress from the East line of said parcel along a 60 foot right of way to Baldwin County Highway Number 7.

Said lease is made under the following specific terms, conditions and stipulations:

1. The term of this Agreement shall be for a term of twenty-five (25) years, commencing on July 1, 2017, and expiring at midnight on June 30, 2042, with an option by CONSERVATION to renew for an additional twenty-five (25) year period. Renewal shall be granted automatically under the same terms and conditions herein unless CONSERVATION notifies COUNTY in writing of its desire to terminate the lease prior to its expiration date.
2. CONSERVATION shall, on an actual cost basis: construct two new access piers on the property as described above.
3. CONSERVATION shall be responsible for all construction inspections and project management for the construction work referred to in Paragraph 2.
4. All construction work referred to in Paragraph 2 and described in "Exhibit A" shall be completed on or before the last day of July 31, 2017.
5. The total cost of the project shall not exceed \$65,000.00, of which COUNTY will reimburse CONSERVATION \$29,593.00 upon completion and a satisfactory final inspection by CONSERVATION engineers.
6. CONSERVATION shall be responsible for obtaining all necessary Governmental regulatory permits prior to construction.
7. In order to be reimbursed in accordance with Paragraph 4, CONSERVATION agrees to submit one invoice in triplicate stating the services performed, verification of associated costs, and the costs to be reimbursed.
8. It is specifically understood and agreed between the Parties hereto that the properties herein described are to be used only as a free public boat landing area, free public picnic area and parking lot and allied activities and for no other purposes. If COUNTY fails to maintain free access, COUNTY shall be obligated to reimburse CONSERVATION for all expenditures.
9. It is specifically understood by and between the parties hereto that COUNTY shall not initiate any facility alterations or construction activities on the premises without the written consent of CONSERVATION. In the event unauthorized work is performed, CONSERVATION reserves the right to restore the premises to the original condition and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION.
10. It is specifically understood by and between the parties hereto that it will be the specific obligation of COUNTY to be responsible for any monthly electric expenses, security of the premises, and to provide all routine and preventive maintenance of the facilities which shall include, but not be limited to, roads, parking lot, patching, all signs, minor repairs to the boat ramp, and keeping the premises in a clean and sanitary condition at all times during the term of this Lease. In the event COUNTY fails to so

repair, maintain, and keep clean the premises, CONSERVATION may, at its option, after due notice in writing, terminate this lease or, perform all necessary repairs and maintenance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION for the cost of such services.

11. It is specifically understood and agreed that CONSERVATION will be responsible for all non-routine maintenance.
12. It is specifically understood and agreed that the agents of CONSERVATION may from time to time inspect the premises for proper maintenance and sanitation and in the event such agents find the premises to be poorly maintained or in unsanitary condition will immediately notify COUNTY to this effect, specifying the conditions to be corrected and upon such notification, COUNTY will, within a reasonable time or within a specific time as determined solely by CONSERVATION, through its agents and employees, rectify such conditions. But in the event COUNTY fails so to do, the options of CONSERVATION hereinabove specified shall become effective.
13. It is specifically understood and agreed that should COUNTY take any action or undertake any repairs or maintenance to the premises which results in non-compliance with the Americans with Disabilities Act (ADA) accessibility regulations and/or guidelines, COUNTY shall be obligated to promptly rectify the non-compliance or CONSERVATION may take appropriate actions to rectify the non-compliance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION.
14. It is further understood and agreed between the Parties hereto that upon the expiration or termination of this Agreement, CONSERVATION shall have the right at any time to remove any and all properties, both real and personal, that it may have placed upon the premises, within one hundred twenty (120) days after date of termination, provided that the premises are left in good order and condition by CONSERVATION following any such removal.
15. The COUNTY for itself, its transferees and assigns, does hereby covenant with CONSERVATION that it is lawfully seized in fee simple of the above described premises; that they are free from all encumbrances; that they have a good right to lease the same as set forth in this instrument and COUNTY agrees that it, its transferees and assigns, shall warrant and defend the same to CONSERVATION, its transferees and assigns forever, against the lawful claims of all persons. If in the event COUNTY's title to the property should in any way prove faulty and the public be deprived of the free use and benefit of the premises, COUNTY agrees that it will indemnify and pay to CONSERVATION any costs incurred by CONSERVATION as a result of this lease agreement. The COUNTY hereby agrees to indemnify, protect and hold harmless CONSERVATION, and its

officers and employees, from and against any and all claims of every kind in any way arising out of any of COUNTY's activities and obligations hereunder.

- 16. This Agreement may not be amended or otherwise altered nor may it be assigned or otherwise transferred without the express written consent of CONSERVATION and COUNTY.
- 17. It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article XI, 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. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
- 18. It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability of funds under the program for which this Agreement is awarded.
- 19. It is expressly understood and mutually agreed that if the funds under the program for which this Agreement is awarded are not available than this agreement will be terminated on June 30, 2042 with no option for CONSERVATION to renew.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument in duplicate on the day and year first hereinabove written.

RECOMMENDED:

**STATE OF ALABAMA
Department of Conservation
and Natural Resources**

Charles F. Sykes, Director
Wildlife & Freshwater Fisheries

N. Gunter Guy, Jr., Commissioner

APPROVED:

Baldwin County

Robert Bentley, Governor of Alabama

By _____

Its _____

ATTEST:

ATTEST:

John H. Merrill, Secretary of State

By _____
Clerk, Baldwin County, Alabama

**APPROVER FOR LEGAL FORM
LEGAL SECTION, DEPARTMENT OF
CONSERVATION AND NATURAL
RESOURCES**

By _____

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify the N. Gunter Guy, Jr., whose name as Commissioner of Conservation and Natural Resources of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of the within instrument, he, in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2016.

Notary Public

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose name as _____ of the BALDWIN COUNTY COMMISSION is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2016.

Notary Public

ALABAMA DEPARTMENT OF CONSERVATION
ENGINEERING SECTION

Pier Details

NO. 1000	DATE	BY	CHECKED	APPROVED

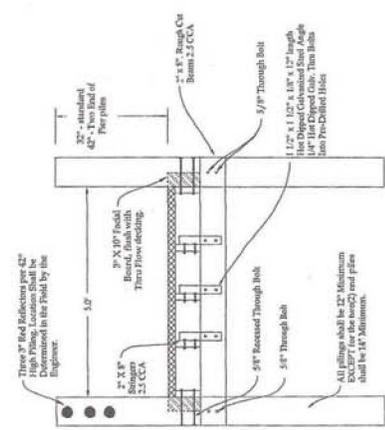
3
OF 3

NOTES:
 The current pier is 42' x 42'. There are concrete footings on either side of the pier. These footings terminate at the 42' mark from beginning of the pier.
 Contractor is responsible for Removal and Disposal of the Current Wooden Piers, Flings, and Concrete Abutments.
 The New Pier Length, Center Line and Deck Height shall Match Yours of the Existing Pier. CONTRACTOR MUST SET BENCHMARK IN ORDER TO ENSURE THAT THESE REQUIREMENTS IS MET.
 Piling penetration shall be 10' penetration into ground. Contractor is to determine the length of piling needed to meet this requirement.

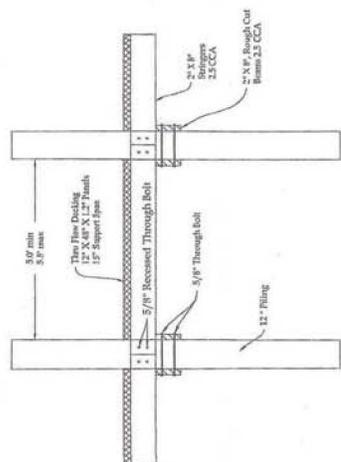
Lumber Requirements:
 - ALL 2" x 10" Brackets and Beams shall be 2.0 CCA Treated, 30' Grade Resistant Lumber.
 - 2" x 10" Posts shall be 2.0 CCA Treated, 30' Grade Resistant Lumber.
 - All piling shall have a minimum 2.0 CCA treatment.
 - Contractor shall provide specifications of lumber grade and treatment.
 - All deck screws are to be stainless steel as specified by Thru-Flow manufacturer.

The Decking Material shown is Thru-Flow Glass Reinforced Epoxy Resin 17' x 42' x 1/2" deck, other Maple. The Width for the Pier is 42' x 42' x 1/2" (all for exact dimensions on the main details).
 The local representative for Thru-Flow Decking is:
 Alyson, Lathrop w/ Ashby Roy Group Inc.
 Email: Alyson.Lathrop@ashbyroy.com
 Phone: (407) 375-3018
 Website: www.ashbyroy.com

CONTRACTOR MUST FOLLOW ALL THRU FLOW MANUFACTURER INSTALLATION REQUIREMENTS.



A Typical Section
Scale 1" = 1'



B PROFILE VIEW
Scale 1" = 1'

"Exhibit A"

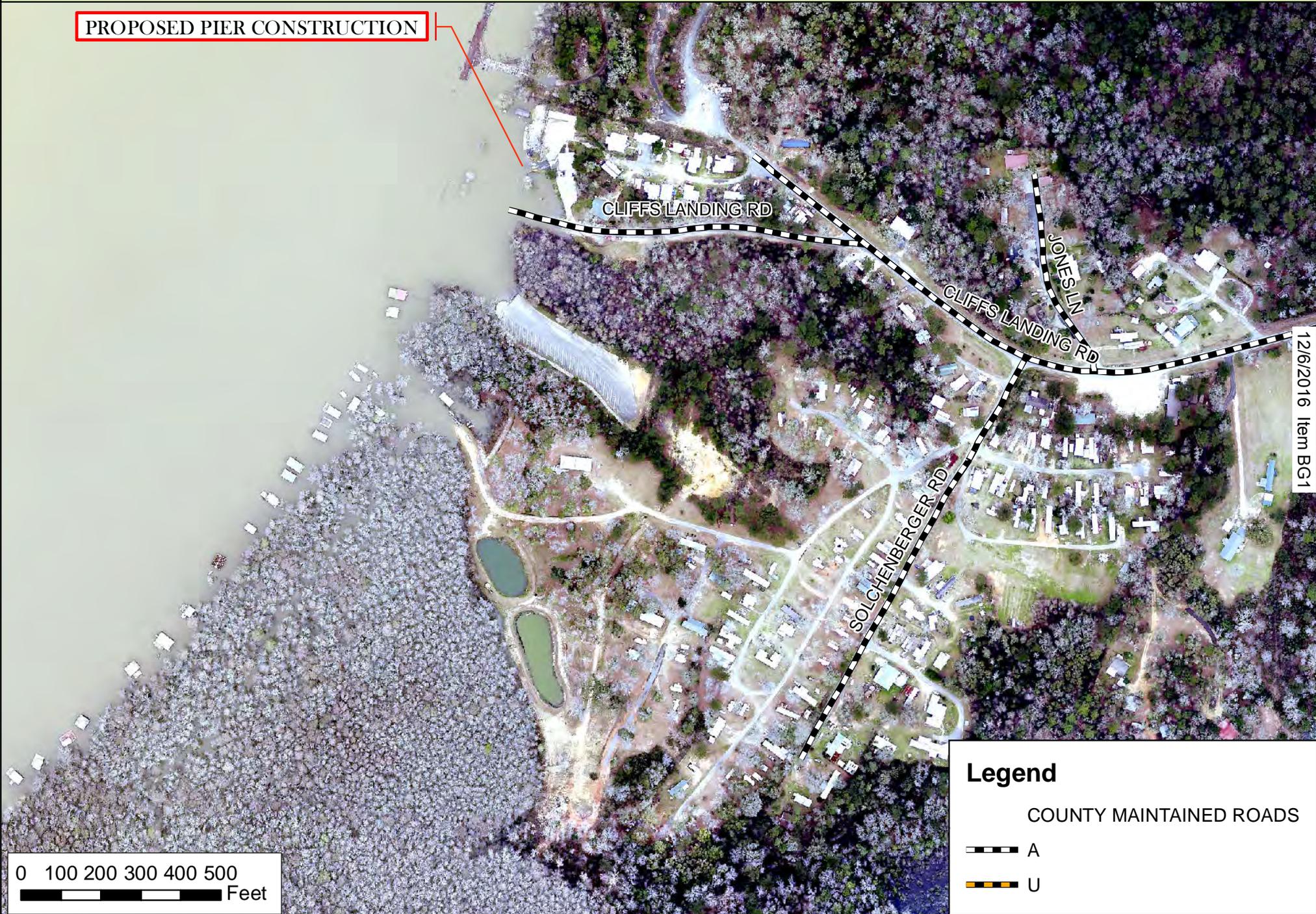


CLIFFS LANDING BCP 0206716

Proposed Construction



PROPOSED PIER CONSTRUCTION



0 100 200 300 400 500
Feet

Legend

COUNTY MAINTAINED ROADS

- A
- U

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - PERSONNEL
Item Status:	New
Submitted By:	Andrea Rider
From:	Andrea Roberson, Personnel Director
ITEM TITLE	
Baldwin County Personnel Appeals Board - Board Appointment	
STAFF RECOMMENDATION	
<p>Take the following actions:</p> <ol style="list-style-type: none"> 1) Recognize the re-appointment of Dolores Sturma to the Baldwin County Personnel Appeals Board by vote of the members of the Baldwin County Personnel Appeals Board, (two members appointed by the County Commission and two members elected by the classified employees), to serve a three (3) year term said term continuing from January 1, 2017 and expiring December 31, 2019; and 2) Recognize Matthew Paul Simpson as Chairman of the Baldwin County Personnel Appeals Board; and 3) Recognize Dolores Sturma as Secretary of the Baldwin County Personnel Appeals Board. 	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>Under the statutory authority of Section 45-2-120, et seq., of the Code of Alabama, the Baldwin County appeals board shall be composed of five persons who are residents of the county. The members of the board shall be appointed as follows: Two members shall be appointed by the County Commission, two members shall be selected by the classified employees and the fifth member shall be selected by the other four members of the board.</p> <p>Upon a majority vote of the members of the Baldwin County Personnel Appeals Board, Delores Sturma was re-appointed to fill the fifth position of the board for a three year term</p>	

continuing from January 1, 2017, and expiring December 31, 2019.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	Personnel Appeals Board Appointment
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	Yes
Open funded position?	No
Newly created position?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
ATTACHMENTS	
1. Board Appointment.pdf 2. Board Appointments for Chair and Secretary.pdf 3. Current Board List - Baldwin County Personnel Appeals Board.pdf	
APPROVALS	
Budget	
Personnel	Andrea Rider 11/28/2016 1:57:43 PM
Administration	Anu Gary 11/28/2016 3:24:36 PM
Chairman and County Administrator	Chris Elliott 11/28/2016 3:52:4 PM

Andrea Rider

From: Matt Simpson <mattsimpsonada@gmail.com>
Sent: Thursday, November 17, 2016 2:45 PM
To: Andrea Rider
Subject: Re: Board Appointment

Dolores was re-appointed by a unanimous vote

On Thu, Nov 17, 2016 at 2:37 PM, Andrea Rider <ARIDER@baldwincountyal.gov> wrote:

Please email the results of the board election for the seat that Ms. Dolores Sturm is in.

ANDREA RIDER ROBERSON, AAPP-CP

Personnel Director

Baldwin County, Alabama

Email: arider@baldwincountyal.gov

Office: [\(251\) 580-1635](tel:(251)580-1635)

Cell: [\(251\) 295-8342](tel:(251)295-8342)

Facsimile: [\(251\) 937-0367](tel:(251)937-0367)

--
Matt Simpson
mattsimpsonada@gmail.com
(251) 751-8535

November 9, 2016

**Andrea Rider Roberson
Personnel Director – Baldwin County Commission**

On Tuesday, November 9, 2016 the Baldwin County Personnel Appeal Board members voted unanimously to have the following members fill these positions as listed below:

Chairman – Matthew Paul Simpson

Secretary – Dolores Sturma

I believe we did this in January 2016 but this is for your records.



**Dolores Sturma
Secretary**

BALDWIN COUNTY PERSONNEL APPEALS BOARD

Board is composed of five (5) members

Two (2) members are appointed by Baldwin County Commission, two (2) members are elected by county classified employees & one (1) member selected by other four (4) members

All members must be residents of Baldwin County

No member shall hold elective office or be a candidate for elected office or receive a salary from the county (except the county classified employee board members) shall serve on the board

Term of members is three (3) years

Compensation of Board Members: Chairman, \$100 per meeting attended; other Board Members, \$75 per meeting attended
Statutory Authority - Act No. 95-581, as amended by Act No. 2005-159, as amended by Act No. 2010-566

PLACE #	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
*1 (BCC Appointee)	Matthew Simpson 108 Michael Loop Daphne, AL 36526	Appointed 01/05/2016 to fill the place seat formerly held by Richard E. Davis, Jr. for pro-rata reduced term 01/05/2016 Thanked Richard E. Davis, Jr. for his years of service upon the expiration of his term	3 years	12/31/2019
*2 (BCC Appointee)	Michael Scott Boone 153 Fig Avenue Fairhope, AL 36532	Appointed 04/07/2015 to fill the place seat formerly held by Dr. Miles F. Jones for a pro-rata reduced term 04/07/2015 thanked Dr. Miles F. Jones for his years of service upon the expiration of his term of office	3 years	12/31/2017
*3 (Employee Appointee)	Marie Waddle Deputy Solid Waste Officer, Solid Waste Department	01/06/2015 recognized the election of Marie Waddle by vote of County classified employees, to fill the unexpired term of Sharon McGuff who retired in November 2014	3 years	12/31/2016
*4 (Employee Appointee)	Kim Grainger B.C. Solid Waste Dept. Bay Minette, AL 36507	11/18/2014 recognized the election by vote of County classified employees term to begin 01/01/2015	3 years	12/31/2017
*5 (Grievance Appeals Board Appointee)	Dolores Sturma 19725 Sturma Lane Robertsdale, AL 36567	01/21/2014 recognized the reappointment by a vote of the members of the Personnel Appeals Board term continuing from 01/01/2014	3 years	12/31/2016

* NOTE: Place #1 and #2 are BCC Appointees
Place #3 and #4 are Employee Appointees
Place #5 is a Grievance Appeals Board Appointee

The Chairman of the Board is appointed by the board members each year.

**Via Byron Calhoun 12/02/93, the Commission was directed, by a 1993 court order (B.C. Employee's Association vs. Baldwin County Commission) to re-establish the Personnel Review Board with three (3) members to the Personnel Appeals Board which shall consist of five (5) members. The initial appointments are staggered with the succeeding appointments being 3 year terms.

REVISED: 01/05/2016 - akg

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - PERSONNEL
Item Status:	New
Submitted By:	Deidra B. Hanak
From:	Cal Markert, County Engineer Taylor Rider, BRATS Director Andrea Rider Roberson, Personnel Director
ITEM TITLE	
BRATS Department - Personnel Changes	
STAFF RECOMMENDATION	
<p>Take the following actions:</p> <p>1) Approve the employment of Grady Chambers to fill the open part-time Bus Driver position (PID #PT03) at a grade G-EL (\$12.651 per hour) to be effective no sooner than December 12, 2016; and</p> <p>2) Approve the transfer of Charles Middleton from the part-time BRATS Bus Driver position (PID #PT12) G-01 (\$12.963 per hour) to fill the full-time BRATS Bus Driver position (PID #5187), with no change in pay, to be effective no sooner than December 12, 2016.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>These Bus Driver positions were vacated in November 2016, by the resignation and termination of the previous employees. The BRATS Director, with the concurrence of the County Engineer, respectfully requests that the above recommendation is approved.</p>	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	

Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	51935.5113
Balance remaining in the line item after recommended expenditure:	
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	Personnel Policy I.C. <i>Employment for Classified Positions</i> Personnel Policy II.S. <i>Transfers and Reassignments</i>
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	Yes
Open funded position?	Yes
Position Number (PID):	PID #PT03 and #5187
Newly created position?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Personnel - Implement Changes
ATTACHMENTS	
1. Recommendations and Applications for Part-Time and Full-Time Bus Driver Applicants (CONFIDENTIAL).pdf	
APPROVALS	
Budget	Christie Davis 11/30/2016 2:31:25 PM
Personnel	Andrea Rider 11/30/2016

	2:31:06 PM
Administration	Keri Green 11/30/2016 2:40:02 PM
Chairman and County Administrator	Chris Elliott 11/30/2016 3:07:23 PM

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - PERSONNEL
Item Status:	New
Submitted By:	Deidra B. Hanak
From:	Cal Markert, County Engineer Andrea Roberson, Personnel Director
ITEM TITLE	
Highway Department (Mowing Crew) - Employment of One (1) Operator Technician I Position	
STAFF RECOMMENDATION	
Approve the employment of Stephen Weinzierl to fill the open Operator Technician I position (PID #5288) at a grade G-EL (\$12.651 per hour / \$26,314.08 annually) to be effective no sooner than December 12, 2016.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
The Operator Technician I position was vacated in October 2016, due to the lateral transfer of the previous employee. The County Engineer respectfully requests that the above applicant is hired into this position.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	53135.5113

Balance remaining in the line item after recommended expenditure:	
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	Personnel Policy I.C. <i>Employment for Classified Positions</i>
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	Yes
Open funded position?	Yes
Position Number (PID):	PID #5288
Newly created position?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Personnel - Implement Changes
ATTACHMENTS	
1. Recommendation and Application for Operator Technician I Applicant (CONFIDENTIAL).pdf	
APPROVALS	
Budget	Christie Davis 11/30/2016 2:33:31 PM
Personnel	Andrea Rider 11/30/2016 2:32:43 PM
Administration	Keri Green 11/30/2016 2:37:40 PM
Chairman and County Administrator	Chris Elliott 11/30/2016

	3:06:52 PM
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BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	CONSENT AGENDA: - PERSONNEL
Item Status:	New
Submitted By:	Deidra B. Hanak
From:	Terri Graham, Development and Environmental Director Andrea Roberson, Personnel Director
ITEM TITLE	
Solid Waste Department (Collections) - Employment of Two (2) Solid Waste Technician Positions	
STAFF RECOMMENDATION	
<p>Take the following actions:</p> <p>1) Approve the employment of Cody Williams to fill the Solid Waste Technician position (PID #724) at a grade G-EL (\$12.651 per hour / \$26,314.08 annually) to be effective no sooner than December 12, 2016; and</p> <p>2) Approve the employment of Caleb Powell to fill the Solid Waste Technician position (PID #5247) at a grade G-EL (\$12.651 per hour / \$26,314.08 annually) to be effective no sooner than December 12, 2016.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>The Solid Waste Technician positions were vacated in October and November 2016, due to the resignations/terminations of the previous employees. The Development and Environmental Director respectfully requests that the above applicants are hired into these positions.</p>	

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	Yes
Total cost of recommendation?	
Are there funds budgeted for this recommendation?	Yes
Budget line item(s) to be used:	54800.5113
Balance remaining in the line item after recommended expenditure:	
Does the recommendation create a need for continued funding which is not included in the current budget?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	Personnel Policy I.C. <i>Employment for Classified Positions</i>
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	Yes
Open funded position?	Yes
Position Number (PID):	PID #724 and #5247
Newly created position?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Personnel - Implement Changes
ATTACHMENTS	
1. Recommendation and Applications for Solid Waste Technician Applicants (CONFIDENTIAL).pdf	
APPROVALS	
Budget	Ronald Cink 11/30/2016 5:00:46 PM

Personnel	Andrea Rider 11/30/2016 5:01:59 PM
Administration	Keri Green 11/30/2016 5:02:39 PM
Chairman and County Administrator	Keri Green 11/30/2016 5:03:52 PM

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	AWARDS, RECOGNITIONS, PRESENTATIONS, ETC.: - GENERAL
Item Status:	New
Submitted By:	Terri L. Graham
From:	Terri Graham, Development and Environmental Director
ITEM TITLE	
Presentation Acknowledging Magnolia Landfill as Recipients of the Wm. Gerald Hardy Landfill of the Year Award in the Public Municipal Solid Waste (MSW) Category from the Alabama Department of Environmental Management (ADEM)	
STAFF RECOMMENDATION	
Conduct an Award Presentation honoring Magnolia Landfill from Baldwin County Solid Waste Department as recipients of the Wm. Gerald Hardy Landfill of the Year Award in the Public MSW Category, which was presented to the Department at the 2016 Solid Waste Association of North America Alabama Chapter Fall Forum, in Guntersville, Alabama November 3, 2016.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with	Yes

Commission Policy?	
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
ATTACHMENTS	
N/A	
APPROVALS	
Budget	
Personnel	
Administration	Keri Green 11/30/2016 11:49:07 AM
Chairman and County Administrator	Chris Elliott 11/30/2016 3:00:43 PM

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	PUBLIC HEARINGS: - ADMINISTRATION
Item Status:	New
Submitted By:	Anu Gary
From:	Anu Gary, Records Manager
ITEM TITLE	
Case No. LV-16009 - Alcohol License Transfer Application for Hari 1, LLC d/b/a Fish River Food Mart	
STAFF RECOMMENDATION	
Consider the transfer of the 050 - Retail Beer (Off Premises Only) and 070 - Retail Table Wine (Off Premises Only) license applications from Bay Shore Oil, Inc. d/b/a Fish River Pride to Hari 1, LLC d/b/a Fish River Food Mart, located at 10525 Highway 98, Fairhope, Alabama 36532 and approve the issuance of said licenses by the Alabama Alcoholic Beverage Control (ABC) Board, if the public hearing does not reveal a legitimate reason to deny the applications.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	November 1, 2016
Staff has verified all sales tax requirements have been satisfied, the business meets the Health Department's requirements and the Baldwin County Sheriff's Office does not oppose the issuance of the license.	
The public hearing for Hari 1, LLC d/b/a Fish River Food Mart was previously scheduled for November 1, 2015. The applicant was not able to attend the hearing or provide the proof of publication to the Commission at that time; therefore, the Commission postponed the hearing for a later date. Because the State ABC Board requires the applicant to reapply if certain timelines are not met, the applicant has now reapplied for the same license transfers as previously and a new public hearing date was set for December 6, 2016. The applicant is required to re-advertise and provide proof of publication to the Commission before the hearing takes place.	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No

LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	Yes
Required Action and Time Line for Implementation:	<p>Correspondence to State ABC Board, cc: applicant.</p> <p>Via Email Only - betty.dean@abc.alabama.gov ABC Board c/o Ms. Betty Dean 2715 Gunter Park Drive, West Montgomery, Alabama 36109</p> <p>Via Email Only: Mr. Jigar Patel - jmp9782@gmail.com</p>
ATTACHMENTS	
1. Notification of Second Public Hearing on Dec. 6, 2016.pdf 2. Location Verification.pdf 3. Consent for Inspection.pdf 4. Business License.pdf 5. Health Department Memo.pdf 6. Sheriffs Memo.pdf 7. Site Maps and Photos.pdf 8. County Application 2 (Confidential).pdf 9. State Application 2 (Confidential).pdf	
APPROVALS	
Budget	

Personnel	
Administration	Keri Green 11/28/2016 10:08:39 AM
Chairman and County Administrator	Chris Elliott 11/28/2016 3:50:24 PM

Anu Gary

From: Anu Gary
Sent: Friday, November 04, 2016 11:07 AM
To: jmp9782@gmail.com
Cc: Monica Taylor; Ronald Cink; Brandy N. Volovecky; Keri Green; Joe Ryan; Celena Boykin; Dean, Betty (ABC); 'Barrett, Ben'
Subject: Public Hearing Date for Case No. LV-16009 - Hari 1, LLC dba Fish River Food Mart
Attachments: Legal Notice for Gulf Coast Newspapers.pdf
Importance: High

INSTRUCTIONS FOR ADVERTISING YOUR PUBLIC HEARING:

1. PRINT OUT THIS EMAIL AND THE ATTACHED LEGAL NOTICE FORM.
2. FILL OUT THE FORM AND TAKE THE EMAIL AND THE COMPLETED FORM WITH YOU TO THE GULF COAST NEWSPAPERS, LOCATED AT 901 MCKENZIE STREET, FOLEY, ALABAMA. TEL (251) 943-2151.
3. HAVE THE ADVERTISEMENT PUBLISHED ONCE PER WEEK FOR THREE CONSECUTIVE WEEKS. PLEASE NOTE YOUR AD MUST RUN AND BE COMPLETED PRIOR TO YOUR PUBLIC HEARING DATE.

Via Email Only

Jigar Patel – jmp9782@gmail.com

Case Number:	Case No. LV-16009 - Hari 1, LLC dba Fish River Food Mart
Location:	10525 Highway 98, Fairhope, Alabama 36532
License Type:	050 – Retail Beer (Off Premises Only) TRANSFER 070 – Retail Table Wine (Off Premises Only) TRANSFER
Public Hearing Date:	December 6, 2016

A **Public Hearing** has been established before the Baldwin County Commission for the above referenced License Application(s) on **DECEMBER 6, 2016**, at **9:00 AM** in the Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507.

If you have questions regarding this public hearing, please contact the Baldwin County Administration Department (Bay Minette Commission Office) at 251-937-0264.

You must obtain and provide an original proof of publication affidavit from the newspaper office to the County Commission Administration Office in Bay Minette on or before the public hearing date. A copy of the affidavit is not sufficient and could delay your application process. Please be aware that you (or an authorized representative) must appear in person for the public hearing.

Thank you,

Anu Gary, Records Manager
 Baldwin County Commission
 312 Courthouse Square, Suite 12
 Bay Minette, Alabama 36507
 (251) 580-2564 office
 (251) 580-2500 fax

Baldwin County Commission
Location Verification Request
Baldwin County Planning and Zoning Department

Main Office Mailing Address
PO Box 220, Silverhill, AL 36576
Phone: (251) 580-1655 Fax: (251) 580-1656

Main Office Physical Address
22070 Hwy 59, Robertsdale, AL 36567
Phone: (251) 580-1655 Fax: (251) 580-1656

Foley Satellite Courthouse
201 East Section Street, Foley, AL 36535
Phone: (251) 972-8523 Fax: (251) 972-8520

Applicant Information	
Name: <u>HARI I LLC</u>	D/B/A: <u>FISH RIVER FOOD MART</u>
Mailing Address: <u>10525 US HWY 98,</u>	
City: <u>FAIRHOPE</u>	State: <u>AL</u> Zip code: <u>36532</u>
Telephone: <u>(251) 644-0401</u>	Fax: <u>()</u> - <u> </u> e-mail: <u>JMP9782@GMAIL.COM</u>

<input type="checkbox"/> ABC License Application	Site Information
Business Name: <u>Fish River Food Mart</u>	
E-911 Address of Site: <u>10525 US HWY 98, FAIRHOPE, AL 36532</u>	
Parcel ID Number: <u>05-56-06-23-0-000-062.002</u>	
<i>*parcel information must be completed</i>	
Proposed Use: <u>Convenience Store</u>	
<i>*Parcel ID number is listed on property tax receipts, or may be obtained from the Baldwin County Revenue Commission at its web site (www.revcomm.co.baldwin.al.us) or by calling (251)937-0245.</i>	

JMP Patel
Signature of Applicant

Date

City

County

Please be advised that this location verification is for informational purposes only. Specific uses for the zoning classification should be verified through the Baldwin County Zoning Ordinance and associated maps or through consultation with the Planning and Zoning staff at 580-1655.

Office Use Only

P&Z Verified By: DJ Hart Date: 8/16/2016

Case No. ZV - 160383 Unzoned Zoned Zoning Classification: _____

City Limits: N/A Planning District 14

Permitted Use Not Permitted Use Fire District: Barnwell 38

Comments: _____

BALDWIN COUNTY COMMISSION

CONSENT FOR INSPECTION

I, JIGAR PATEL, the owner or authorized agent for the
owner of the premises located at 10525 Hwy 98, FAIRHOPE, AL 36532

do hereby consent to the inspection of said premises and the posting of a public notice sign, by an employee of the Baldwin County Planning Department, Baldwin County, Alabama, in conjunction with application for an alcohol license, without further notice. I understand that the public signs are the property of the Baldwin County Commission and are only to be removed by an employee of the Baldwin County Commission.

Dated this 7th day of SEPTEMBER, 20 16.

Jigar Patel

Signature of Owner or Authorized Agent

2516440401

Telephone number

STATE OF ALABAMA

CONTROL NUMBER

051700208

County
BALDWIN

LICENSE NO.
208

ACCOUNT NUMBER

61847 2017

ISSUED TO:

FISH RIVER FOOD MART
HARI 1 LLC
PATEL JIGAR
10525 HWY 98
FAIRHOPE AL 36533

12:47 CMBROWN

LICENSE YEAR
2016-2017

DATE ISSUED		
10	4	16
MO	DAY	YR

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION
FISH RIVER FOOD MART
10525 HWY 98
FAIRHOPE AL 36532

10 1 2016
EXPIRES

September 30, 2017

RENEW IN OCTOBER
EX

LF-4888 2017

SECTION	BUSINESS TYPE	LICENSE AMOUNT	FEE	PENALTY	CITATION	INTEREST	TOTAL
069	SOFT DRINKS-TAPS, DSP-COUNTY	15.00	1.00				16.00
091	DELICATESSEN	15.00	1.00				16.00
072	CIGARS, CIGARETTES, ET-COUNTY	3.00	1.00				4.00
106	GASOLINE 1 PUMP -COUNTY	3.75	1.00				4.75
106	GASOLINE EA ADDL PUM-COUNTY	11.25					11.25

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Thomas L. White, Jr.
State Comptroller

Julie P. Magee
Commissioner of Revenue

Name of Purchaser

Issuing Authority

TIM RUSSELL
Issuing Authority

TOTAL	52.00
MAIL FEE	
TOTAL WITH MAIL FEE	52.00



Alabama Department of Public Health



FOOD PERMIT

Baldwin

COUNTY

Food Service Establishment
Priority Category 2

LF-4888

PERMIT NUMBER

Hari 1 LLC

BUSINESS OWNER OR AUTHORIZED AGENT
IS HEREBY PERMITTED TO MAINTAIN AND OPERATE

Fish River Food Mart

ESTABLISHMENT
LOCATED AT

10525 Hwy 98

STREET

Fairhope

CITY OR TOWN

36532-

ZIP

THIS PERMIT SIGNIFIES COMPLIANCE ON THE DATE OF ISSUE WITH THE
ALABAMA DEPARTMENT OF PUBLIC HEALTH RULES FOR

Rules for Food Service Sanitation - 420-3-22

PURSUANT TO ALABAMA LAW (SECTION 22-20-5 CODE OF ALABAMA,
1975) AND IS VALID UNTIL PERMIT EXPIRES, IS SUSPENDED OR REVOKED.

10/01/16

Date issued

09/30/17

Expiration Date

Thomas M. Miller

Thomas M. Miller, M.D.
Acting State Health Officer

Bill Kelly

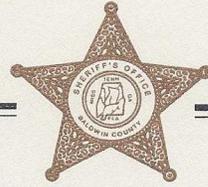
Local or District Health Official

Display for public view - not transferable

ADPH-FLP-102L.10.2015

OFFICE OF SHERIFF

BALDWIN COUNTY, ALABAMA
SHERIFF HUEY HOSS MACK



310 Hand Avenue
Bay Minette, Alabama 36507
(251) 937-0210
Fax (251) 580-1687

TO: Baldwin County Commission

FROM: Charlie Jones,
Chief Deputy 

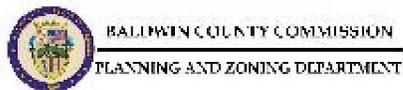
DATE: September 8, 2016

SUBJECT: Alcoholic Beverage License
HARI 1 LLC
DBA: Fish River Food Mart
LOCATION: 10525 HWY 98
Fairhope, AL 36532

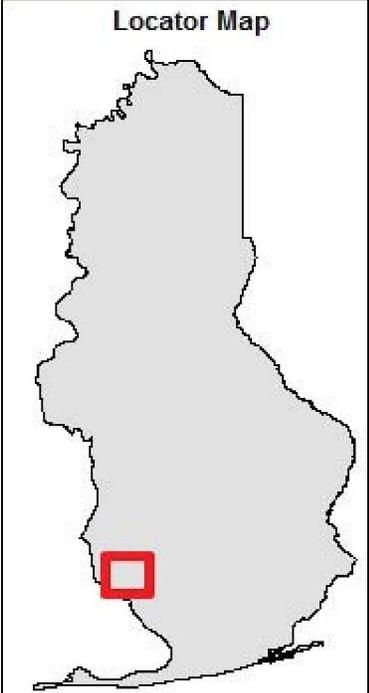
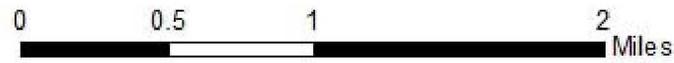
APPLICANT: Jigar Mayankbhai Patel

Based on information provided to the Baldwin County Sheriff's Office in the above referenced license application we do not oppose issuance of the license.

CJ/vj

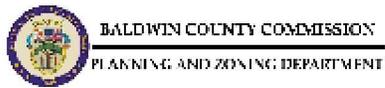
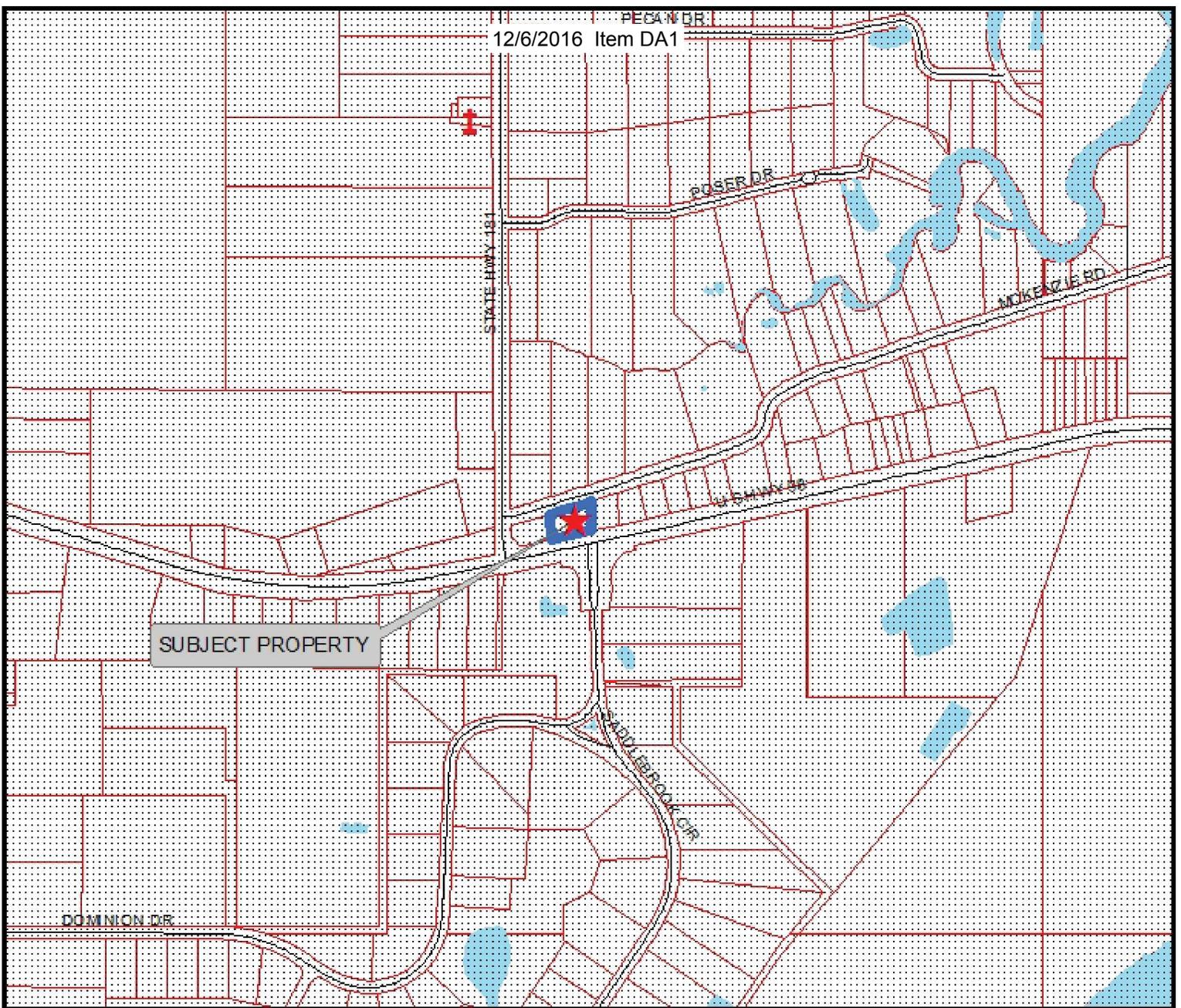


HARI 1, LLC dba FISH RIVER FOOD MART
10525 HIGHWAY 98, FAIRHOPE, AL 36532
ABC LICENSE

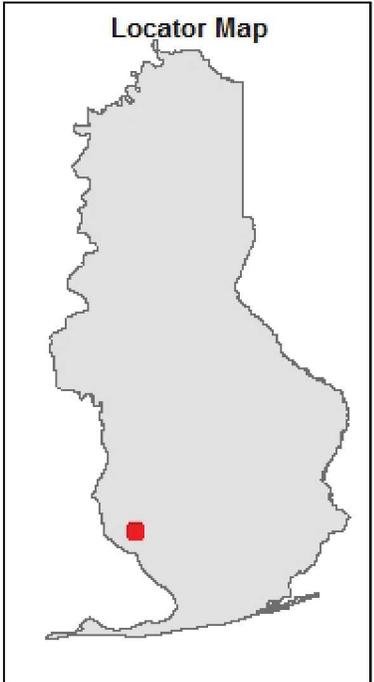


-  Place of Worship
-  School Locations
-  Roads
-  2-Mile Buffer

The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any manner or form. For more information concerning this map call 251.552.1625.

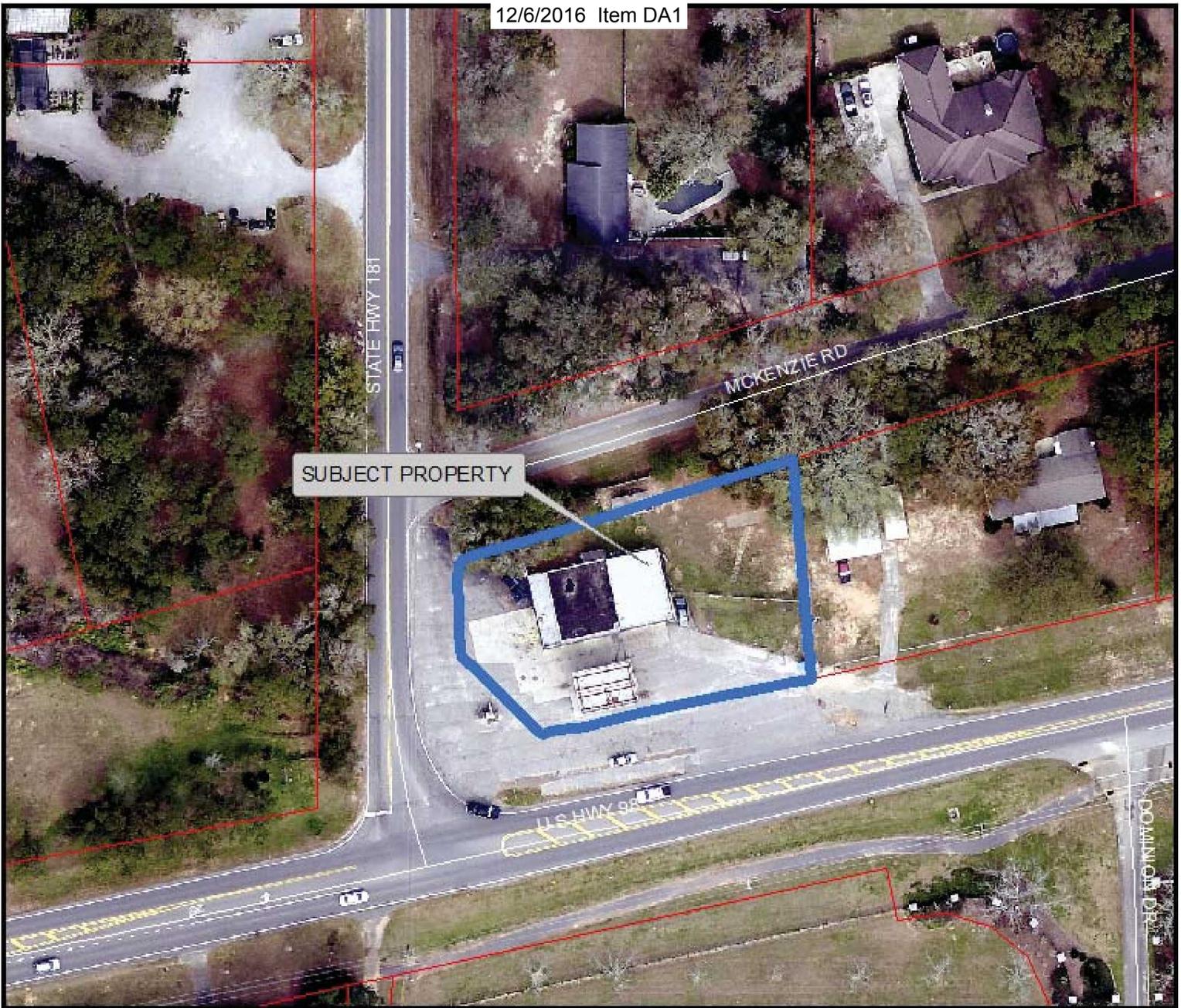


HARI 1, LLC dba FISH RIVER FOOD MART
10525 HIGHWAY 98, FAIRHOPE, AL 36532
ABC LICENSE



Place of Worship	Rural Agricultural District (RA)	Residential Manufactured Housing Park District (RMH)
School Locations	Conservation Resource District (CR)	Marine Recreation District (MR)
Subject_Property	Residential Single Family Estate District (RSF-E)	Outdoor Recreation District (OR)
Unincorporated Baldwin County	Residential Single Family District (RSF-1)	Tourist Resort District (TR)
Roads	Residential Single Family District (RSF-2)	Professional Business District (B-1)
Water	Residential Single Family District (RSF-3)	Neighborhood Business District (B-2)
City Limits	Residential Single Family District (RSF-4)	General Business District (B-3)
Rural District (RR)	Residential Two Family District (RTF-4)	Major Commercial District (B-4)
	Residential Single Family District (RSF-6)	Light Industrial District (M-1)
	Residential Two Family District (RTF-6)	General Industrial District (M-2)
	Residential Multiple Family District (RMF-6)	Parcels

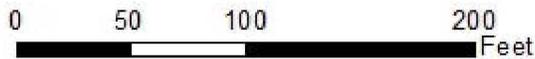
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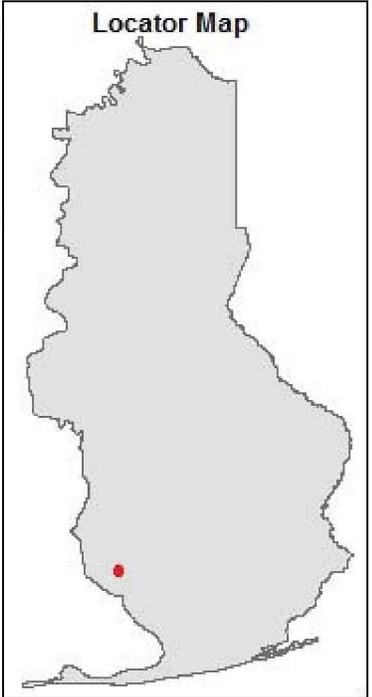
SUBJECT PROPERTY



HARI 1, LLC dba FISH RIVER FOOD MART
10525 HIGHWAY 98, FAIRHOPE, AL 36532
ABC LICENSE



-  Place of Worship
-  School Locations
-  Roads
-  Parcels



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pepsi.
8pk 12oz Bottles
\$3.99

ALCOHOL BEVERAGE
LICENSE APPLIED FOR
Case Number
LV-16009
For Information Contact
Baldwin County Commission
Administration Department
(251) 937-0264



**HUNT
BROTHERS
PIZZA**

12/6/2016 Item DA1

10/05/2016



FISH RIVER
FOOD MART

Price

WELCOME

CLOTHING AND SHOES
ONLY

12/6/2016 Item DA1

10/05/2016

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	COMMITTEE REPORTS: - FINANCE/ADMINISTRATION DIVISION:
Item Status:	New
Submitted By:	Sharon Grant
From:	Kimberly Creech, Clerk/Treasurer Eva Cutsinger, Senior Accountant
ITEM TITLE	
Payment of Bills	
STAFF RECOMMENDATION	
<p>Pay bills totaling \$7,839,898.07 with the exception of those vendors Commissioners request to be pulled, which are listed in the Baldwin County Commission Accounts Payable Payments.</p> <p>Of this amount, \$5,695,360.15 is payable to the Baldwin County Board of Education for its portion of County Sales and Use Tax.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	No
POLICY IMPACT	
Is the recommendation consistent with	Yes

Commission Policy?	
Which Commission policy is applicable to this recommendation?	Policy 8.1 - Authority to Pay the Bills and Issue Checks
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
ATTACHMENTS	
1. Vendors Exceeding \$20,000 2. Accounts Payable Payments 3. Summary Reports	
APPROVALS	
Budget	
Personnel	
Administration	Brandy N. Volovecky 11/30/2016 2:19:34 PM
Chairman and County Administrator	Chris Elliott 11/30/2016 3:05:20 PM

A/P Vendors Exceeding \$20,000

Commission Meeting: December 06, 2016

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. Of Education	4,975,669.53	Sales Tax
	719,690.62	Use Tax
	164,640.99	Casual Sales Tax; Oct '16
District Attorney's Office	82,000.00	Restitution & Recovery
	22,000.00	\$2.00 Court Cost Fund
	15,000.00	Worthless Check Fund
	15,000.00	District Attorney Fund
Faulkner State College	93,868.57	Sales Tax
	597.98	Casual Sales Tax; Oct '16
Baldwin Youth Services	38,313.76	Sales Tax
	244.07	Casual Sales Tax; Oct '16
Thompson Tractor Co	246,789.43	Equipment & Repairs
Administrative Office of Courts	201,655.36	Salary Reimbursements
QCHC Inc	150,333.33	Medical Services; Nov '16
Pathway Inc	117,146.80	DYS Medicaid Payment
Black Box Network Services	104,106.40	Telephone System
Mobile Asphalt Co LLC	77,685.81	Road Building Materials
Meco Inc	72,624.75	Fuel Tanks & System
Petroleum Traders Corporation	57,085.74	Fuel
Venture System Source LLC	47,824.80	Telephone System
Instrument Technical Services Inc	38,018.12	Flare Blower Installation & Wheelwash System
Vulcan Materials Co	34,966.12	Road Building Materials
Otto Environmental Systems	34,603.74	Residential Waste Containers
McGriff Tire Co Inc	28,734.84	Tires & Repairs
Symbol Health Solutions LLC	28,488.50	Health Screenings
Youth Advocate Program	25,372.60	Juvenile Court; Oct '16
Core Computing Solutions Inc	23,749.53	Encore Support & Maintenance
Forterra Pipe & Precast LLC	20,030.72	Road Building Materials
TOTAL	7,436,242.11	

**Baldwin County Commission
Accounts Payable Payments
December 6, 2016**

Vendor Summary	Totals
1 A & M PORTABLES INC	439.69
2 ADAMS AND REESE LLP	6,000.00
3 ADMINISTRATIVE OFFICE OF COURTS	201,655.36
4 ADVANTAGE ELEVATOR INSPECTIONS	90.00
5 AJH CONSULTING INC	1,120.00
6 AL STATE DEPT OF ENVIRONMENTAL MANAGEMENT	60.00
7 AL STATE DEPT OF FINANCE	36.30
8 AL STATE DEPT OF LABOR	565.00
9 ALABAMA ASSN OF FLOODPLAIN MANAGERS	525.00
10 ALABAMA LAW REVIEW	35.00
11 ALL AMERICAN FAUCET PARTS	1,816.00
12 ALMAND, CATHERINE C	24.65
13 AMERICAN ENVIRONMENTAL GROUP LTD	3,800.00
14 ANDREWS, SUSAN R	3,433.41
16 ARD'S PRINTING CO	505.00
17 ATMORE WORK CENTER	1,515.00
18 AUTO ZONE - FOLEY	1,291.28
19 AUTO ZONE - ROBERTSDALE	1,934.54
20 B & L CABLE CONSTRUCTION LLC	500.00
21 B I INCORPORATED	11,213.45
22 BALDWIN CNTY BOARD OF EDUCATION	5,860,001.14
23 BALDWIN CNTY GENERAL FUND	2.77
24 BALDWIN CNTY SHERIFF'S OFFICE	1,589.25
25 BALDWIN CNTY SOLID WASTE	389.95
26 BALDWIN EMERGENCY PHYSICIANS PC	323.00
27 BALDWIN YOUTH SERVICES	38,557.83
28 BALLARD, JIMMIE E	95.40
29 BAY MINETTE BUILDING SUPPLY	33.99
30 BAY MINETTE LAND CO	1,000.00
31 BAY MINETTE POSTMASTER	192.00
32 BAY SIDE RUBBER & PRODUCTS	1,126.00
33 BEARD EQUIPMENT	386.83
34 BELL'S HOMETOWN PHARMACY	37.51
35 BENSON, EDWIN A	43.90
36 BILES, LYNN J	1,120.00
37 BLACK BOX NETWORK SERVICES	104,106.40
38 BLACKBURN & CONNER PC	717.50
39 BLP PAINT & DECORATING	142.20
40 BOB BARKER CO INC	3,988.75
41 BONNER, KIMBERLY C	4,000.00
42 BOONE, MICHAEL SCOTT	75.00
43 BOWERS, JOHN B	83.43
44 BOYKIN, CELENA R	58.32
45 BRANTLEY'S TIRES OF BAY MINETTE, LLC	186.34
46 BRINK'S INCORPORATED	264.51
47 BUILDERS HARDWARE & SUPPLY CO	39.37
48 BYRD, BRANDY R	67.88
49 C & H CONSTRUCTION SERVICES	2,900.00
50 C P R RECON	244.28
51 CAIN'S PIGGLY WIGGLY	1,108.49

**Baldwin County Commission
Accounts Payable Payments
December 6, 2016**

Vendor Summary	Totals
52 CAMPBELL, JODY W	383.33
53 CAMPBELL, RONDA R & ROBERT	16.00
54 CDW - GOVERNMENT, INC	1,481.16
55 CENTRAL GLASS CO	115.00
56 CHANCE, TAMMY D	156.76
57 CHRISTIE STRATEGY GROUP	10,500.00
58 CHUCK STEVENS AUTO INC	291.16
59 CHUCK STEVENS CHEVROLET	227.11
60 CINTAS FIRST AID & SAFETY	88.70
61 CITY ELECTRIC SUPPLY	575.09
62 CNA SURETY	400.00
63 COBLENTZ EQUIPMENT & PARTS CO	108.04
64 COLEMAN, JONES MIKE	30.00
65 COMPLETE JANITORIAL SERVICE	1,175.00
66 CONWAY, VIRGIL	30.00
67 CORE COMPUTING SOLUTIONS INC	23,749.53
68 COWIN EQUIPMENT CO	5,686.48
69 COX, DEANNA VICICH	1,125.00
70 CREECH, KIMBERLY W	143.00
71 DADE PAPER & BAG CO	5,678.66
72 DAIRY FRESH OF AL	343.07
73 DAMPEER, BROOKS	62.00
74 DELTA COMPUTER SYSTEMS INC	13,502.50
75 DISTRICT ATTORNEY'S OFFICE	134,000.00
76 DIVERSIFIED COMPUTER SERVICES LLC	1,275.00
77 DOERING TIRE INC	145.40
78 DORN, PAMELA	30.00
79 DUBOSE, ESTATE OF CONCHITA	48.00
80 DURRANCE, ABBY & SCOTT	30.00
81 EARLY, AARON D	46.00
82 EAST BAY ENGRAVING	20.00
83 EASTERN SHORE KIDS KASTLE INC	5.25
84 EDDINS, JAMES C	2,325.00
85 ELBERTA FARMERS COOPERATIVE	65.98
86 ELECTION SYSTEMS & SOFTWARE INC	357.97
87 ELLIOTT, THOMAS CHRISTOPHER	486.49
88 EMERGENCY SERVICES OF MOBILE	4,023.90
89 EMPIRE TRUCK SALES INC	2,882.68
90 ENSEC ENVIRONMENTAL SECURITY	655.00
91 EQUIPMENT SALES CO	3,138.40
92 ETOWAH CHEMICAL SALES & SERVICE	565.08
93 EVANS MFG	150.00
94 EXPRESS OIL CHANGE	142.11
95 FAULKNER STATE COMMUNITY COLLEGE	94,466.55
96 FAUST, TEDDY J JR	30.18
97 FEDEX	79.86
98 FERGUSON ENTERPRISES INC	159.57
99 FIELDS, MICHELLE	30.00
100 FIREHOUSE SALES & SERVICE	281.65
101 FIVE RIVERS DELTA RESOURCE CENTER	290.00

Baldwin County Commission
Accounts Payable Payments
December 6, 2016

Vendor Summary	Totals
102 FLEETPRIDE	11,297.90
103 FLINT TRADING COMPANY	10,027.80
104 FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	175.00
105 FLYE, ANGELA	18.70
106 FORTERRA PIPE & PRECAST LLC	20,030.72
107 FRETWELL, ERNIE & BARBARA	64.00
108 FRONTIER COMMUNICATIONS	14.70
109 FUCICH, LEE F MD	245.00
110 G & K SERVICES	3,765.47
111 GALL'S LLC	780.00
112 GANEY, BRENDA Q	3,333.33
113 GCIS SUPPLY CO/GULF COAST IND SERV SUP	3,803.76
114 GILLIAM, BETTY	30.00
115 GRAESTONE AGGREGATES, LLC	7,470.00
116 GRAYBAR ELECTRIC	12,549.45
117 GRAYSON, LORI S & WILLIAM C	10.00
118 GULF COAST BUILDING SUPPLY-ACE HOME CTR	334.33
119 GULF COAST NEWSPAPERS	2,209.15
120 GULF COAST OFFICE PRODUCTS INC	12,159.85
121 GULF STATES READY MIX	705.00
122 HADLEY, ZONIA GLADIS	205.00
123 HARRISON, KAREN E	278.22
124 HART, SARAH CHRISTINE	174.96
125 HENDERSON, BETTY JEAN	248.40
126 HENDERSON, KENDEL DYETT	146.88
127 HI-LINE	1,111.84
128 HOBART SERVICE	425.37
129 HOLLAND'S PAINT & BODY	1,712.60
130 HOLMES, DAVID A & CONSTANCE	52.35
131 HRG DESIGN BUILD SOLUTIONS LLC	11,732.50
132 HUDSON, PAULETTE	77.00
133 HUNTER SECURITY INC	300.00
134 INFIRMARY OCCUPATIONAL HEALTH PC	1,275.35
135 INSTRUMENT TECHNICAL SERVICES INC	38,018.12
136 INTERNATIONAL ASSN OF ASSESSING OFFICERS	700.00
137 ISCO INDUSTRIES INC	42.18
138 JANI KING OF MOBILE	2,209.17
139 JOHNS, JOSEPH C	1,777.00
140 JONES WALKER LLP	2,075.00
141 JONES, ROBERT W	14.00
142 JUBILEE GLASS LLC	14,033.00
143 KAISERCOMM INC	121.95
144 KEEFE SUPPLY CO	500.00
145 KENTWOOD SPRINGS WATER	55.99
146 KENWORTH OF ALABAMA	876.79
147 KYBO SALES LLC	1,013.50
148 LAMBERTH, CYNTHIA R	34.02
149 LILLY COMPANY, THE	155.07
150 LIPSCOMB, ALBERT M	329.22
151 LONG'S HUMAN RESOURCE SERVICE	8,490.40

Baldwin County Commission
Accounts Payable Payments
December 6, 2016

Vendor Summary	Totals
152 LOWE'S - DAPHNE	13.29
153 LOWE'S - FOLEY	52.65
154 LOXLEY CWC GENERAL FUND	10,965.00
155 LYLE MACHINERY CO	3,699.58
156 MAC'S AUTOGLASS LLC	210.00
157 MANLEY PLUMBING	110.00
158 MARTINS DISTRIBUTING COMPANY, INC.	978.65
159 MATHIS, BRANDON	62.00
160 MATTHEW BENDER	36.44
161 MCCAIN UNIFORMS	74.95
162 MCCOOL, ANGELIA	30.00
163 MCCORMICK, JOSHUA GLENN	76.25
164 MCGRUFF TIRE CO	639.80
165 McGRUFF TIRE CO INC	28,734.84
166 MCKEE FOODS CORP	208.56
167 MCKINNEY PETROLEUM EQT INC	1,000.09
168 MCMINN, PHILLIP B	410.34
169 McPHERSON CO	1,809.26
170 MCPHERSON OIL CO INC/DBA FUELMAN	3,691.96
171 MECO INC	72,624.75
172 MIKE HOFFMAN'S EQUIPMENT SERV INC	348.00
173 MOBILE ASPHALT CO LLC	77,685.81
174 NORTH BALDWIN CHAMBER OF COMMERCE	10.00
175 NOTARY PUBLIC UNDERWRITERS	350.00
176 NUNNALLY, JOEY D	323.00
177 OFFICE OF PROSECUTION SERVICES	451.52
178 OFFICE PRIDE	4,140.00
179 O'REILLY AUTO PARTS-ROBERTSDALE	295.95
180 OTIS ELEVATOR CO	875.00
181 OTTO ENVIRONMENTAL SYSTEMS	34,603.74
182 PALMER, MELISSA MCFADDEN	205.00
183 PATHWAY INC	117,146.80
184 PATRICK, GARY E	120.00
185 PEACHES'N CLEAN	875.00
186 PENN, KATRIENA NATASHA	30.00
187 PETROLEUM TRADERS CORPORATION	57,085.74
188 PHIPPS, PHYLLIS	16.00
189 PIAZZA, JOHN D & LINDSEY	32.00
190 PIGGLY WIGGLY	420.48
191 PIGGLY WIGGLY COST PLUS	1,188.62
192 PRINT SHOP, THE	3,801.00
193 QCHC INC	150,333.33
194 RAFTERY, HEATHER	200.00
195 RAYBON, STEPHEN CHAD	46.00
196 RDA SERVICE COMPANY	5,723.29
197 REAVES, ASHLEE	46.00
198 RILEY, AMBER WITHERINGTON	143.00
199 ROBERTSDALE AUTO PARTS INC	3,045.61
200 ROBERTSON INSURANCE AGENCY INC	254.00
201 RUFFIN, LORI G	165.00

Baldwin County Commission
Accounts Payable Payments
December 6, 2016

Vendor Summary	Totals
202 RYNO CONSULTING LLC	526.20
203 SANDY SANSING FORD	75.58
204 SAVARESE JR, STEVEN P	62.00
205 SCHEER, BRIAN	16.00
206 SCHEER, MICHAEL D	31.60
207 SECTION 18 TRANSPORTATION FUND	385.00
208 SERVICEMASTER ACTION CLEANING	489.00
209 SHARKEY, MARIA E	103.85
210 SIMPSON, MATTHEW	100.00
211 SITEONE LANDSCAPE SUPPLY HOLDING, LLC	149.25
212 SKILLPATH SEMINARS	199.00
213 SLEDGE CONSTRUCTION & SEPTIC TANKS	12,500.00
214 SMITH, CHARLOTTE K	116.00
215 SMITH, JODIE M	34.56
216 SOFTWARE HOUSE INT	240.55
217 SOUTH ALABAMA REGIONAL	879.45
218 SOUTH BALDWIN REGIONAL MEDICAL CENTER	22.41
219 SOUTHDATA INC	5,177.41
220 SOUTHERN FIRE & SAFETY INC	354.00
221 SOUTHERN LINC	240.00
222 STABLER, DAVID ONEAL	62.00
223 STURMA, DELORES S	75.00
224 SUMMIT GROWERS GROUP, LLC	3,061.50
225 SUMMIT LANDSCAPE SUPPLY	225.75
226 SUNSOUTH LLC	2,478.35
227 SWEAT TIRE - BAY MINETTE	370.91
228 SWEAT TIRE - ROBERTSDALE	1,133.88
229 SYMBOL HEALTH SOLUTIONS LLC	28,488.50
230 TAX MANAGEMENT ASSOCIATES INC	11,400.00
231 THOMPSON POWER SYSTEMS	8,700.00
232 THOMPSON TRACTOR CO	246,789.43
233 TIG - TECHNOLOGY INTEGRATION GROUP	1,038.60
234 TONY'S TOWING INC	150.00
235 TRACTOR & EQUIPMENT CO	3,308.64
236 TRANE-MOBILE PARTS CENTER	4,785.84
237 TRICE, DAVID	100.00
238 TRI-TECH INC	1,699.64
239 TSA INC	2,064.00
240 UNIV AUBURN-GOVERNMENTAL SERVICES	1,500.00
241 UNIVERSITY OF FLORIDA - MCTRANS CENTER	1,640.00
242 UPDEGRAVE, STEPHEN W	126.86
243 USRY, JO LEE	30.00
244 VAN SCOYOC ASSOCIATES	19,067.97
245 VENTURE SYSTEM SOURCE, LLC	47,824.80
246 VOLKERT INC	17,880.00
247 VULCAN MATERIALS CO	34,966.12
248 VULCAN SIGNS	841.10
249 W W GRAINGER	2,768.56
250 WALZ, BRENDA J	305.20
251 WEAVER, TIMOTHY	30.00

**Baldwin County Commission
Accounts Payable Payments
December 6, 2016**

Vendor Summary	Totals
252 WESCO - FOLEY	98.51
253 WESCO DISTRIBUTION - MOBILE	4,738.49
254 WESCO GAS & WELDING SUPPLY	219.40
255 WEST GROUP PAYMENT CENTER	926.00
256 WHARF RENTAL MANAGEMENT LLC	3,311.01
257 WIGGINS, DARRON M	14.00
258 WILES, RUSSELL	16.00
259 WILSON, RHONDA D	16.00
260 WILT, MELISSA K	62.00
261 WITTICHEN SUPPLY-FOLEY	53.88
262 WOLFE-BAYVIEW FUNERAL HOMES & CREMATION	500.00
263 WOOD FRUITTICHER GROCERY CO INC	265.43
264 WRIGHTS MOTOR PARTS INC	625.45
265 YORK, BOBBI J	90.72
266 YOUTH ADVOCATE PROGRAM INC	25,372.60
267 ZACK LONG DIRT PIT	4,914.00
268 ZEP MANUFACTURING COMPANY	422.35
Grand Total	7,839,898.07

Number	Supplier		Co	Balance Open	Current	Aging	
	Name	Phone Number				1 - 0	Over 0
143	SECTION 18 TRANSPORTATION FUND	251 9370355	00001	385.00			385.00
10073	ARD'S PRINTING CO		00001	425.00			425.00
10224	AL STATE DEPT OF ENVIRONMENTAL	251 4792593FAX	00001	60.00			60.00
10448	A & M PORTABLES INC	251 6790933	00001	24.25			24.25
14011	BUILDERS HARDWARE & SUPPLY CO	251 9372361PH	00001	39.37			39.37
14029	BAY MINETTE BUILDING SUPPLY	334 9372431	00001	33.99			33.99
14084	BOB BARKER CO INC - PO'S		00001	3,636.48			3,636.48
14132	BALDWIN YOUTH SERVICES		00001	38,557.83	38,313.76		244.07
21030	DOERING TIRE INC		00001	145.40			145.40
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00001	10,610.00	9,250.00		1,360.00
25001	ELBERTA FARMERS COOPERATIVE *	251 9868103	00001	65.98			65.98
25040	FAULKNER STATE COMMUNITY COLLE		00001	94,466.55	93,868.57		597.98
27022	GULF COAST NEWSPAPERS		00001	1,717.11			1,717.11
27263	GALL'S LLC	800 4777766	00001	780.00			780.00
27280	GULF COAST OFFICE PRODUCTS INC	334 9434267	00001	6,621.79			6,621.79
27674	COMPLETE JANITORIAL SERVICE	251 9451035	00001	1,175.00			1,175.00
36020	INTERNATIONAL ASSN OF ASSESSIN		00001	175.00			175.00
40569	NOTARY PUBLIC UNDERWRITERS		00001	185.00			185.00
41646	FEDEX		00001	51.95			51.95
47811	HOBART SERVICE	334 3431211	00001	425.37			425.37
51005	ELECTION SYSTEMS & SOFTWARE IN	800 2924679	00001	357.97			357.97
51029	ROBERTSON INSURANCE AGENCY IN	834 9282163	00001	79.00			79.00
54257	FRONTIER COMMUNICATIONS		00001	14.70			14.70
56733	SERVICEMASTER ACTION CLEANING	800 943-3899	00001	489.00			489.00
57071	THOMPSON TRACTOR CO	334 6265100	00001	714.04			714.04
57327	TONY'S TOWING INC	251 9287334	00001	150.00			150.00
58536	JOHNS, JOSEPH C	251 3424501	00001	1,777.00			1,777.00
58886	ALL AMERICAN FAUCET PARTS	251 4731638	00001	1,816.00			1,816.00
59176	BLP PAINT & DECORATING		00001	142.20			142.20
64397	LONG'S HUMAN RESOURCE SERVICE		00001	7,217.54			7,217.54
64733	SMITH, JODIE M	251 9375039	00001	34.56			34.56
65736	BALDWIN EMERGENCY PHYSICIANS P		00001	323.00			323.00
65998	AL STATE DEPT OF FINANCE		00001	36.30			36.30
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00001	132.99			132.99
66024	WESCO DISTRIBUTION - MOBILE	251 433 4567	00001	4,738.49			4,738.49
66835	SOUTHERN FIRE & SAFETY INC	251 6790864	00001	354.00			354.00
74317	PEACHES'N CLEAN	251 621-0066	00001	875.00			875.00
79089	G & K SERVICES		00001	1,495.94	1.94-		1,497.88
86570	HARRISON, KAREN E	251 9472232	00001	278.22			278.22
87716	LOWE'S FOLEY - 057700034		00001	52.65	9.35-		62.00

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
87767	JANI KING OF MOBILE	504 4419700	00001	1,088.40			1,088.40
89228	STURMA, DELORES S		00001	75.00			75.00
89463	TRI-TECH INC	800 4387884	00001	1,699.64			1,699.64
98394	SOUTH BALDWIN REGIONAL MEDICAL	9523400	00001	22.41			22.41
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00001	699.52			699.52
98870	WOLFE-BAYVIEW FUNERAL HOMES &		00001	500.00			500.00
99320	INFIRMARY OCCUPATIONAL HEALTH	34 4333781	00001	1,240.35			1,240.35
100087	CNA SURETY	888 8662666	00001	400.00			400.00
101717	BRINK'S INCORPORATED		00001	264.51			264.51
101899	KEEFE SUPPLY CO	800 3928381	00001	500.00			500.00
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00001	1,358.17	7.74-		1,365.91
105048	BALDWIN CNTY SOLID WASTE	251 9888125	00001	389.95			389.95
105435	CINTAS FIRST AID & SAFETY	251 4437301	00001	88.70			88.70
107086	CITY ELECTRIC SUPPLY - C.E.S.	9291030	00001	439.54			439.54
109891	BOYKIN, CELENA R	251 7474193	00001	58.32			58.32
111974	CAMPBELL, JODY W		00001	383.33			383.33
112969	MCCAIN UNIFORMS	205 942 9223	00001	74.95			74.95
113646	LIPSCOMB, ALBERT M	251 9653377	00001	329.22			329.22
115473	VENTURE SYSTEM SOURCE, LLC	800 4378614	00001	47,824.80			47,824.80
115852	DADE PAPER & BAG CO	251 9641500	00001	4,707.13			4,707.13
118519	WALZ, BRENDA J	251 5804819	00001	305.20			305.20
119204	BLACK BOX NETWORK SERVICES/FOX	63 9719011	00001	104,106.40			104,106.40
122243	CHANCE, TAMMY D	251 9372317	00001	156.76			156.76
123300	SOFTWARE HOUSE INT dba SHI	800 2109629	00001	240.55			240.55
123449	THOMPSON POWER SYSTEMS	6265100	00001	8,700.00			8,700.00
123537	CREECH, KIMBERLY W	251 9881744	00001	143.00			143.00
133938	AL STATE DEPT OF LABOR	334 2423460	00001	565.00			565.00
135466	VAN SCOYOC ASSOCIATES	202 6381950	00001	19,067.97			19,067.97
136514	FLOYDS EXHAUST & PERFORMANCE A	9479631	00001	175.00			175.00
136872	LOWE'S - DAPHNE	6217620	00001	13.29			13.29
139192	FUCICH, LEE F MD		00001	245.00			245.00
140290	SHARKEY, MARIA E	251 5509409	00001	103.85			103.85
142551	FERGUSON ENTERPRISES INC - DAP	251 6212147	00001	159.57			159.57
143790	EAST BAY ENGRAVING	251 9281770	00001	20.00			20.00
146931	ALABAMA ASSN OF FLOODPLAIN MAN		00001	525.00			525.00
148881	ANDREWS, SUSAN R	850 639-3751	00001	3,055.66			3,055.66
149260	FAUST, TEDDY J JR	251 9909626	00001	30.18			30.18
150287	BAY MINETTE LAND CO		00001	1,000.00			1,000.00
155011	KAISERCOMM INC	866 6237694	00001	121.95			121.95
155037	OTIS ELEVATOR CO		00001	875.00			875.00

Supplier				Aging			
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
157294	ADAMS AND REESE LLP	504 5813234	00001	6,000.00			6,000.00
158123	TRANE-MOBILE PARTS CENTER	6652939	00001	4,785.84			4,785.84
162616	SWEAT TIRE - BAY MINETTE	5808473	00001	370.91			370.91
164321	JUBILEE GLASS LLC	7161195	00001	14,033.00			14,033.00
165008	PATRICK, GARY E	251 9455133	00001	120.00			120.00
166975	TSA INC	205 7339111	00001	2,064.00			2,064.00
169771	BLACKBURN & CONNER PC		00001	717.50			717.50
175548	BYRD, BRANDY R	251 2321417	00001	67.88			67.88
180278	TIG - TECHNOLOGY INTEGRATION G251	445 0665/131	00001	1,038.60			1,038.60
180505	CHUCK STEVENS CHEVROLET	251 937 1500	00001	227.11			227.11
180999	PETROLEUM TRADERS CORPORATION	348-3705/1002	00001	54,668.04			54,668.04
181424	GULF COAST BUILDING SUPPLY-ACE251	947 7800	00001	305.87			305.87
181563	ENSEC ENVIRONMENTAL SECURITY		00001	655.00			655.00
181574	O'REILLY AUTO PARTS-ROBERTSDAL		00001	295.95			295.95
181922	EMERGENCY SERVICES OF MOBILE 877	248-4846	00001	4,023.90			4,023.90
182169	YORK, BOBBI J	251 6549184	00001	90.72			90.72
182993	LAMBERTH, CYNTHIA R	251 937-5019	00001	34.02			34.02
183402	ELLIOTT, THOMAS CHRISTOPHER	251 366-5400	00001	486.49			486.49
184294	PRINT SHOP, THE	251 937 1772	00001	3,801.00			3,801.00
184659	MANLEY PLUMBING (R)		00001	110.00			110.00
184800	LILLY COMPANY, THE		00001	155.07			155.07
185252	AUTO ZONE - ROBERTSDALE BCC		00001	1,771.13	145.89-		1,917.02
185351	HOLLAND'S PAINT & BODY		00001	664.50			664.50
185396	MAC'S AUTOGLASS LLC	251 228 2744	00001	210.00			210.00
185453	CHRISTIE STRATEGY GROUP		00001	10,500.00			10,500.00
185514	RILEY, AMBER WITHERINGTON	251 599-6868	00001	143.00			143.00
185961	ADVANTAGE ELEVATOR INSPECTION	748-5526	00001	90.00			90.00
186264	C P R RECON	251 947 8889	00001	244.28			244.28
186326	QCHC INC		00001	130,333.33			130,333.33
186449	WHARF RENTAL MANAGEMENT LLC (R)		00001	3,311.01			3,311.01
186451	SYMBOL HEALTH SOLUTIONS LLC		00001	28,488.50			28,488.50
186453	MCMINN, PHILLIP B (R)		00001	410.34			410.34
186454	SIMPSON, MATTHEW		00001	100.00			100.00
186455	BOONE, MICHAEL SCOTT		00001	75.00			75.00
186466	ISCO INDUSTRIES INC (R)		00001	42.18			42.18
186467	BOWERS, JOHN B (R)		00001	83.43			83.43
	General Fund		00001	652,930.59	141,267.41		511,663.18
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00102	7.31			7.31
	Health Tax Fund		00102	7.31			7.31
98634	MCPHERSON OIL CO INC/DBA FUELM	2398882	00103	2.85			2.85

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
185351	HOLLAND'S PAINT & BODY		00103	1,048.10			1,048.10
	County Transportation Fund		00103	1,050.95			1,050.95
27280	GULF COAST OFFICE PRODUCTS INC334	9434267	00104	120.31			120.31
48004	BAY MINETTE POSTMASTER		00104	98.00			98.00
	Legislative Del Off Fund		00104	218.31			218.31
14084	BOB BARKER CO INC - PO'S		00105	352.27			352.27
27280	GULF COAST OFFICE PRODUCTS INC334	9434267	00105	139.23			139.23
40654	MCKEE FOODS CORP		00105	208.56			208.56
61663	ADMINISTRATIVE OFFICE OF COURT		00105	21,321.57			21,321.57
98634	MCPHERSON OIL CO INC/DBA FUELM#00	2398882	00105	.54			.54
102111	DAIRY FRESH OF AL (DOTHAN)	334 7925114	00105	343.07	13.23-		356.30
135520	WOOD FRUITTICHER GROCERY CO 1800	4894550	00105	265.43			265.43
136611	BALDWIN CNTY SHERIFF'S OFFICE	251 9370210	00105	1,589.25			1,589.25
171723	BELL'S HOMETOWN PHARMACY	251 2029444	00105	37.51			37.51
186326	QCHC INC		00105	20,000.00			20,000.00
186422	BONNER, KIMBERLY C		00105	4,000.00			4,000.00
	Juvenile Detention Fac Fund		00105	48,257.43	13.23-		48,270.66
14601	NORTH BALDWIN CHAMBER OF COMME		00106	10.00			10.00
64397	LONG'S HUMAN RESOURCE SERVICE		00106	399.87			399.87
98634	MCPHERSON OIL CO INC/DBA FUELM#00	2398882	00106	16.42			16.42
	Baldwin Co Archives Fund		00106	426.29			426.29
11797	EDDINS, JAMES C	334 9379463	00107	2,325.00			2,325.00
32419	HUNTER SECURITY INC	251 6265112	00107	300.00			300.00
131051	B & L CABLE CONSTRUCTION LLC	334 4270888	00107	500.00			500.00
164347	SLEDGE CONSTRUCTION & SEPTIC T251	402 4505	00107	12,500.00			12,500.00
186167	PATHWAY INC	334 894-5591	00107	117,146.80			117,146.80
	Wilderness Fund		00107	132,771.80			132,771.80
10073	ARD'S PRINTING CO		00111	80.00			80.00
25044	FIREHOUSE SALES & SERVICE	334 4321625	00111	281.65			281.65
25048	EQUIPMENT SALES CO	251 9375313	00111	3,138.40	34.00-		3,172.40
27022	GULF COAST NEWSPAPERS		00111	338.52			338.52
27280	GULF COAST OFFICE PRODUCTS INC334	9434267	00111	1,099.89			1,099.89
40125	MCKINNEY PETROLEUM EQT INC	251 6618800PHONE	00111	1,000.09			1,000.09
40569	NOTARY PUBLIC UNDERWRITERS		00111	94.00			94.00
40589	MOBILE ASPHALT CO LLC	251 4080770	00111	77,685.81	633.43-		78,319.24
41646	FEDEX		00111	27.91			27.91
43932	EVANS MFG	251 6336008	00111	150.00			150.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00111	906.10			906.10
54042	SWEAT TIRE - ROBERTSDALE		00111	1,133.88			1,133.88
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00111	698.74			698.74

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
54569	SKILLPATH SEMINARS		00111	199.00			199.00
57038	TRACTOR & EQUIPMENT CO - MOBIL		00111	3,308.64			3,308.64
57071	THOMPSON TRACTOR CO	334 6265100	00111	4,985.63			4,985.63
65007	VULCAN SIGNS	334 9431541	00111	841.10			841.10
65201	VULCAN MATERIALS CO - PO	251 6256681	00111	30,363.88			30,363.88
66006	WRIGHTS MOTOR PARTS INC	334 9372591	00111	492.46			492.46
66295	VOLKERT INC **	251 3421070	00111	17,880.00			17,880.00
73381	SOUTHERN LINC - PO'S	251 6942335	00111	240.00			240.00
79089	G & K SERVICES	4332281	00111	1,835.76	52.29-		1,888.05
81752	RDA SERVICE COMPANY	251-866-2800	00111	5,160.30			5,160.30
84216	W W GRAINGER - FOR PO'S	251 661-1035	00111	481.81			481.81
87767	JANI KING OF MOBILE	504 4419700	00111	912.81			912.81
94060	CHUCK STEVENS AUTO INC		00111	142.50			142.50
95628	ZEP MANUFACTURING COMPANY (PO	6482076/GREG	00111	422.35			422.35
95775	GCIS SUPPLY CO/GULF COAST IND	251 9437587	00111	3,803.76			3,803.76
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00111	479.07			479.07
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00111	71.61			71.61
110162	ZACK LONG DIRT PIT	251 9371441	00111	4,914.00			4,914.00
112432	MCGRUFF TIRE CO	256 7390780	00111	639.80			639.80
120432	HI-LINE - FOR PURCHASE ORDERS		00111	1,111.84			1,111.84
121355	AUTO ZONE - FOLEY	9431635	00111	1,291.28			1,291.28
121857	DIVERSIFIED COMPUTER SERVICES	334 2608453	00111	1,275.00			1,275.00
126041	NUNNALLY, JOEY D	251 9728533	00111	323.00			323.00
126261	EXPRESS OIL CHANGE -ROBERTSDA	251 9472606	00111	142.11			142.11
133920	C & H CONSTRUCTION SERVICES	6256892	00111	2,900.00			2,900.00
138579	FLINT TRADING COMPANY	336 4756600	00111	10,027.80			10,027.80
144784	LOXLEY CWC GENERAL FUND	251 9645044	00111	3,165.00			3,165.00
144792	ATMORE WORK CENTER		00111	1,515.00			1,515.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00111	15,641.16	270.00-		15,911.16
163011	JONES WALKER LLP (PAYEE ONLY)	251 4321414	00111	2,075.00			2,075.00
172718	LYLE MACHINERY CO*	3382555	00111	3,699.58			3,699.58
175855	UNIVERSITY OF FLORIDA - MCTRAN	800 2261013	00111	1,640.00			1,640.00
180377	WESCO GAS & WELDING SUPPLY	251 457 8681	00111	219.40			219.40
181290	WESCO - FOLEY - PO'S	251 424 1550	00111	98.51			98.51
181621	MECO INC	334 263 5502	00111	72,624.75			72,624.75
181989	GULF STATES READY MIX	251 960 6244	00111	705.00			705.00
182059	SUNSOUTH LLC	251 943 5091	00111	2,478.35			2,478.35
185018	FORTERRA PIPE & PRECAST LLC	251 633 4100	00111	20,030.72			20,030.72
185252	AUTO ZONE - ROBERTSDALE BCC		00111	163.41			163.41
186138	GRAESTONE AGGREGATES, LLC		00111	7,470.00			7,470.00

12/6/2016 Item EA1

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0		Over 0
	7 Cent Gasoline Tax Fund		00111	312,406.38	989.72-		313,396.10
3800	HENDERSON, BETTY JEAN	251 9371434	00120	248.40			248.40
21252	DELTA COMPUTER SYSTEMS INC	228 3887688	00120	2,892.50			2,892.50
27280	GULF COAST OFFICE PRODUCTS INC	334 9434267	00120	996.39			996.39
36020	INTERNATIONAL ASSN OF ASSESSIN		00120	525.00			525.00
96410	TAX MANAGEMENT ASSOCIATES INC	704 847-1234	00120	11,400.00			11,400.00
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00120	7.28			7.28
102875	CDW - GOVERNMENT, INC - PO	866 3393526	00120	51.38			51.38
161111	BRANTLEY'S TIRES OF BAY MINETT	9371011	00120	186.34			186.34
180430	HADLEY, ZONIA GLADIS	251 580-3073	00120	205.00			205.00
180434	PALMER, MELISSA MCFADDEN	205 4014085	00120	205.00			205.00
	Reappraisal Fund		00120	16,717.29			16,717.29
27280	GULF COAST OFFICE PRODUCTS INC	334 9434267	00140	106.65			106.65
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00140	.49			.49
181424	GULF COAST BUILDING SUPPLY-ACE	251 947 7800	00140	28.46			28.46
183951	HENDERSON, KENDEL DYETT	251 978-6934	00140	146.88			146.88
186494	EASTERN SHORE KIDS KASTLE INC		00140	5.25			5.25
	Council on Aging Fund		00140	287.73			287.73
19013	CENTRAL GLASS CO		00143	115.00			115.00
27280	GULF COAST OFFICE PRODUCTS INC	334 9434267	00143	407.21			407.21
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00143	694.22			694.22
79089	G & K SERVICES	4332281	00143	122.64	.62-		123.26
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00143	1,042.32			1,042.32
99320	INFIRMARY OCCUPATIONAL HEALTH	334 4333781	00143	35.00			35.00
107086	CITY ELECTRIC SUPPLY - C.E.S.	9291030	00143	135.55			135.55
113371	WITTICHEN SUPPLY-FOLEY	251 9432001PH	00143	53.88			53.88
156558	MARTINS DISTRIBUTING COMPANY,	985 8934668	00143	978.65			978.65
	Section 18 Fund		00143	3,584.47	.62-		3,585.09
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00144	411.40			411.40
70471	SUMMIT LANDSCAPE SUPPLY	251 9645726	00144	225.75			225.75
79089	G & K SERVICES	4332281	00144	267.29	3.54-		270.83
81752	RDA SERVICE COMPANY	251-866-2800	00144	562.99			562.99
87767	JANI KING OF MOBILE	504 4419700	00144	207.96			207.96
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00144	257.45			257.45
115852	DADE PAPER & BAG CO	251 9641500	00144	562.41			562.41
144784	LOXLEY CWC GENERAL FUND	251 9645044	00144	1,020.00			1,020.00
185002	SITEONE LANDSCAPE SUPPLY HOLDI		00144	149.25			149.25
186375	SUMMIT GROWERS GROUP, LLC	251 964-5726	00144	3,061.50			3,061.50
	Parks Fund		00144	6,726.00	3.54-		6,729.54
27022	GULF COAST NEWSPAPERS		00146	153.52			153.52

Number	Supplier		Co	Balance Open	Aging	
	Name	Phone Number			Current	1 - 0	Over 0
148881	ANDREWS, SUSAN R	850 639-3751	00146	377.75		377.75
182056	HART, SARAH CHRISTINE	251 2133709	00146	174.96		174.96
	Eastern Shore Metro Planning O		00146	706.23		706.23
64397	LONG'S HUMAN RESOURCE SERVICE		00180	872.99		872.99
168209	YOUTH ADVOCATE PROGRAM INC	717 2327580	00180	25,372.60		25,372.60
	State Grants		00180	26,245.59		26,245.59
145306	GRAYBAR ELECTRIC - BIRMINGHAM	205 3221861	00200	12,549.45		12,549.45
180868	HRG DESIGN BUILD SOLUTIONS LLC	251 751 6383	00200	11,732.50		11,732.50
	Capital Projects Fund		00200	24,281.95		24,281.95
10448	A & M PORTABLES INC	251 6790933	00510	415.44		415.44
14075	BEARD EQUIPMENT - MOBILE FOR P	4561993	00510	386.83		386.83
19039	COWIN EQUIPMENT CO - MOBILE	6334020	00510	5,686.48		5,686.48
27280	GULF COAST OFFICE PRODUCTS INC	334 9434267	00510	221.87		221.87
27673	CAIN'S PIGGLY WIGGLY	251 964-6272	00510	1,108.49		1,108.49
48262	PIGGLY WIGGLY	251 9377865	00510	420.48		420.48
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00510	930.41	27.78-	958.19
51029	ROBERTSON INSURANCE AGENCY INC	334 9282163	00510	175.00		175.00
57071	THOMPSON TRACTOR CO	334 6265100	00510	241,039.49		241,039.49
65201	VULCAN MATERIALS CO - PO	251 6256681	00510	4,602.24		4,602.24
84216	W W GRAINGER - FOR PO'S	251 661-1035	00510	914.97		914.97
90579	INSTRUMENT TECHNICAL SERVICES		00510	38,018.12		38,018.12
95071	FLEETPRIDE - PO	251 4382489	00510	3,813.26	1,241.50-	5,054.76
98634	MCPHERSON OIL CO INC/DBA FUELM	800 2398882	00510	237.38		237.38
106219	MIKE HOFFMAN'S EQUIPMENT SERV	251 6668994	00510	348.00		348.00
115852	DADE PAPER & BAG CO	251 9641500	00510	353.09		353.09
123094	McPHERSON CO (FOR PO)	888- 8027500EXT2	00510	1,809.26	48.40-	1,857.66
136291	MCCORMICK, JOSHUA GLENN	334 2679994	00510	76.25		76.25
144784	LOXLEY CWC GENERAL FUND	251 9645044	00510	6,780.00		6,780.00
148831	AMERICAN ENVIRONMENTAL GROUP L	6796900	00510	3,800.00		3,800.00
149690	McGRIFF TIRE CO INC (PO'S ONL		00510	2,276.96		2,276.96
162940	OFFICE PRIDE		00510	4,140.00		4,140.00
180145	PIGGLY WIGGLY COST PLUS	251 970 1480	00510	1,188.62		1,188.62
180999	PETROLEUM TRADERS CORPORATION	800 348-3705/1002	00510	2,417.70		2,417.70
181306	COBLENTZ EQUIPMENT & PARTS CO	334 286 9999	00510	108.04		108.04
	Solid Waste Fund		00510	321,268.38	1,317.68-	322,586.06
27280	GULF COAST OFFICE PRODUCTS INC	334 9434267	00511	530.89		530.89
40569	NOTARY PUBLIC UNDERWRITERS		00511	71.00		71.00
51009	ROBERTSDALE AUTO PARTS INC	334 9472882	00511	103.48		103.48
54050	BAY SIDE RUBBER & PRODUCTS	251 6600902	00511	427.26		427.26
57071	THOMPSON TRACTOR CO	334 6265100	00511	50.27		50.27

12/6/2016 Item EA1

Number	Supplier		Co	Balance Open	Aging		
	Name	Phone Number			Current	1 - 0	Over 0
62623	EMPIRE TRUCK SALES INC	251 3300088PH	00511	2,882.68			2,882.68
84216	W W GRAINGER - FOR PO'S	251 661-1035	00511	1,371.78			1,371.78
86633	ETOWAH CHEMICAL SALES & SERVICE	251 4383513**	00511	565.08			565.08
95071	FLEETPRIDE - PO	251 4382489	00511	7,484.64	157.50-		7,642.14
98634	MCPHERSON OIL CO INC/DBA FUEL	251 2398882	00511	934.88			934.88
103000	OTTO ENVIRONMENTAL SYSTEMS	678-4327558PH	00511	34,603.74			34,603.74
115852	DADE PAPER & BAG CO	251 9641500	00511	56.03			56.03
123713	KYBO SALES LLC	276 4312563	00511	1,013.50			1,013.50
128080	KENWORTH OF ALABAMA (PARTS ON	251 9574000P	00511	876.79			876.79
149690	McGRIFF TIRE CO INC (PO'S ONL		00511	10,816.72	1,020.00-		11,836.72
159767	CORE COMPUTING SOLUTIONS INC -		00511	23,749.53			23,749.53
170536	SOUTHDATA INC *	251 3437616	00511	5,177.41			5,177.41
181284	SANDY SANSING FORD	251 626 7777	00511	75.58			75.58
185757	FLYE, ANGELA (R)		00511	18.70			18.70
186457	ALMAND, CATHERINE C (R)		00511	24.65			24.65
186458	BALLARD, JIMMIE E (R)		00511	95.40			95.40
186459	BENSON, EDWIN A (R)		00511	43.90			43.90
186460	CAMPBELL, RONDA R & ROBERT (R)		00511	16.00			16.00
186461	COLEMAN, JONES MIKE (R)		00511	30.00			30.00
186462	CONWAY, VIRGIL (R)		00511	30.00			30.00
186463	DUBOSE, ESTATE OF CONCHITA (R)		00511	48.00			48.00
186464	DAMPEER, BROOKS (R)		00511	62.00			62.00
186465	DORN, PAMELA (R)		00511	30.00			30.00
186468	DURRANCE, ABBY & SCOTT (R)		00511	30.00			30.00
186469	EARLY, AARON D (R)		00511	46.00			46.00
186470	FRETWELL, ERNIE & BARBARA (R)		00511	64.00			64.00
186471	FIELDS, MICHELLE (R)		00511	30.00			30.00
186472	GILLIAM, BETTY (R)		00511	30.00			30.00
186473	GRAYSON, LORI S & WILLIAM C (R)		00511	10.00			10.00
186474	HOLMES, DAVID A & CONSTANCE (R)		00511	52.35			52.35
186475	JONES, ROBERT W (R)		00511	14.00			14.00
186476	MATHIS, BRANDON (R)		00511	62.00			62.00
186477	MCCOOL, ANGELIA (R)		00511	30.00			30.00
186478	PIAZZA, JOHN D & LINDSEY (R)		00511	32.00			32.00
186479	PHIPPS, PHYLLIS (R)		00511	16.00			16.00
186480	PENN, KATRIENA NATASHA (R)		00511	30.00			30.00
186481	RAYBON, STEPHEN CHAD (R)		00511	46.00			46.00
186482	REAVES, ASHLEE (R)		00511	46.00			46.00
186483	SAVARESE JR, STEVEN P (R)		00511	62.00			62.00
186484	SCHEER, MICHAEL D (R)		00511	31.60			31.60

Number	Supplier		Co	Balance Open	Current	Aging		
	Name	Phone Number				1 - 0	Over 0	
186485	SCHEER, BRIAN (R)		00511	16.00				16.00
186486	STABLER, DAVID ONEAL (R)		00511	62.00				62.00
186487	USRY, JO LEE (R)		00511	30.00				30.00
186488	WEAVER, TIMOTHY (R)		00511	30.00				30.00
186489	WILES, RUSSELL (R)		00511	16.00				16.00
186490	WILT, MELISSA K (R)		00511	62.00				62.00
186491	WILSON, RHONDA D (R)		00511	16.00				16.00
186492	WIGGINS, DARRON M (R)		00511	14.00				14.00
186503	UPDEGRAVE, STEPHEN W (R)		00511	126.86				126.86
	Solid Waste Collection Fund		00511	92,194.72	1,177.50-			93,372.22
27280	GULF COAST OFFICE PRODUCTS INC334 9434267		00708	1,915.62				1,915.62
79089	G & K SERVICES 4332281		00708	43.84				43.84
94060	CHUCK STEVENS AUTO INC		00708	148.66				148.66
98634	MCPHERSON OIL CO INC/DBA FUELM#00 2398882		00708	6.45				6.45
181136	B I INCORPORATED		00708	11,213.45				11,213.45
186448	RAFTERY, HEATHER (R)		00708	200.00				200.00
	Community Corrections		00708	13,528.02				13,528.02
10094	ALABAMA LAW REVIEW		00740	35.00				35.00
14118	BALDWIN CNTY GENERAL FUND		00740	2.77				2.77
14128	BILES, LYNN J		00740	1,120.00				1,120.00
39466	KENTWOOD SPRINGS WATER 18002357873		00740	55.99				55.99
48004	BAY MINETTE POSTMASTER		00740	94.00				94.00
54037	SOUTH ALABAMA REGIONAL 334 4336541		00740	879.45				879.45
61663	ADMINISTRATIVE OFFICE OF COURT		00740	180,333.79				180,333.79
66029	WEST GROUP PAYMENT CENTER** 612 6877000		00740	926.00				926.00
99514	MATTHEW BENDER*		00740	36.44				36.44
116169	GANEY, BRENDA Q		00740	3,333.33				3,333.33
180834	COX, DEANNA VICICH		00740	1,125.00				1,125.00
181809	RUFFIN, LORI G		00740	165.00	165.00			
183533	HUDSON, PAULETTE		00740	77.00				77.00
184046	AJH CONSULTING INC 251 680-8576		00740	1,120.00				1,120.00
185506	SMITH, CHARLOTTE K		00740	116.00				116.00
186502	TRICE, DAVID		00740	100.00				100.00
	Law Library Fund		00740	189,519.77	165.00			189,354.77
21127	DISTRICT ATTORNEY'S OFFICE		00760	15,000.00				15,000.00
43012	OFFICE OF PROSECUTION SERVICES		00760	451.52				451.52
	District Attorney Fund		00760	15,451.52				15,451.52
21127	DISTRICT ATTORNEY'S OFFICE		00761	15,000.00				15,000.00
	Worthless Check Fund		00761	15,000.00				15,000.00
21127	DISTRICT ATTORNEY'S OFFICE		00762	22,000.00				22,000.00

Number	Supplier		Co	Balance Open	Current	Aging	
	Name	Phone Number				1 - 0	Over 0
	DA \$2.00 Fee Fund		00762	22,000.00			22,000.00
21127	DISTRICT ATTORNEY'S OFFICE		00765	82,000.00			82,000.00
	DA Restitution Recovery Fund		00765	82,000.00			82,000.00
10225	UNIV AUBURN-GOVERNMENTAL SERVICES	8444782/HALEYCT	00779	1,500.00			1,500.00
		R					
	MV Special Training Fund		00779	1,500.00			1,500.00
155862	FIVE RIVERS DELTA RESOURCE CEN 251	6250814	00780	290.00			290.00
	Donation Trust Fund		00780	290.00			290.00
	Grand Total(s)		00780	1,979,370.73	137,930.12		1,841,440.61

Document				Date	Co.	Name	Address Number	Amounts							Tax Amount		
Payment Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	M	Date	G/L Distribution	LT	PC	PI	Subledger /Type		
G/L Bank Account 00033079						Cash	Batch Number			2829512							
PN	9203588			12/6/2016	00511	RYNO CONSULTING LLC	182668	526.20-							D		
PV	423553	00511	001	11/29/2016		2726	MONTHLY PAY FLOW FEE										
						Cash	00033079								AA		
Totals for Bank Account								526.20-			526.20-						
Totals for Batch								526.20-			526.20-						
User Total								526.20-			526.20-						
Grand Total								526.20-			526.20-						

12/6/2016 Item EA1

Document		Date	Co.	Name	Address Number	Amounts												
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Account Description	Remark	Account Number	Payment Amount	Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount	
G/L Bank Account		00018481	Cash		Batch Number	2829518	Type	M	Date	11/29/2016	User ID	SGRANT						
PN	9203589			12/6/2016	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116			164,640.99-							D	
PV	423581	00001	001	11/29/2016		10312016	CASUAL SALES TAX; OCT '16											
						Cash	00018481					164,640.99-	AA					
PN	9203589			12/6/2016	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116			4,975,669.53-							D	
PV	423583	00001	001	11/29/2016		11292016	SALES/USE TAX											
						Cash	00018481					4,975,669.53-	AA					
PN	9203589			12/6/2016	00001	BALDWIN CNTY BOARD OF EDUCATIO	14116			719,690.62-							D	
PV	423583	00001	002	11/29/2016		11292016	SALES/USE TAX											
						Cash	00018481					719,690.62-	AA					
Totals for Bank Account										5,860,001.14-		5,860,001.14-						
Totals for Batch										5,860,001.14-		5,860,001.14-						
User Total										5,860,001.14-		5,860,001.14-						
Grand Total										5,860,001.14-		5,860,001.14-						

12/6/2016 Item EA1

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	COMMITTEE REPORTS: - FINANCE/ADMINISTRATION DIVISION:
Item Status:	New
Submitted By:	Sharon Grant
From:	Kimberly Creech, Clerk/Treasurer Eva Cutsinger, Senior Accountant
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 \$1,562,520.79 a part of the minutes.	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	No
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	Policy 8.1 - Authority to Pay the Bills and Issue Checks

PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
ATTACHMENTS	
1. Interim Payments 2. Interim Summary Reports	
APPROVALS	
Budget	
Personnel	
Administration	Brandy N. Volovecky 11/30/2016 2:20:21 PM
Chairman and County Administrator	Chris Elliott 11/30/2016 3:06:5 PM

**Baldwin County Commission
Interim Payments
December 6, 2016**

Vendor Summary	Totals	Brief Description
1 AL CHILD SUPPORT PAYMENT CTR	2,789.00	Payroll
2 AL STATE DEPT OF REVENUE	60.30	Payroll
3 AL STATE DEPT OF TRANSPORTATION	94,064.00	Keller Road Bridge Replacement
4 ALABAMA INCOME TAX DIVISION	78,869.39	Payroll
5 ALABAMA WIDESPREAD HOLDINGS LLC	5,934.43	Land Redemption
6 ARC HOLDINGS 2014 LLC	386.49	Land Redemption
7 AT&T	4,171.37	Telephone
8 AT&T	294.89	Telephone
9 AT&T MOBILITY	444.35	Telephone
10 AUSTILL, J	5,399.32	Land Redemption
11 BADON, JANE R	125.00	Poll Worker
12 BAGBY, CHERYL O	125.00	Poll Worker
13 BALDWIN CNTY COMMISSION-DENTAL	10,302.50	Payroll
14 BALDWIN CNTY SEWER SERVICE LLC	1,461.09	Utilities
15 BALDWIN CNTY SHERIFF'S OFFICE	453,761.85	Payroll
16 BALDWIN EMC	9,247.00	Utilities
17 BEARD, GAIL	125.00	Poll Worker
18 BLUE CROSS & BLUE SHIELD OF AL	459,526.32	Payroll
19 BOLTON, DONALD W PC	3,747.22	Legal Issue
20 BOUTWELL, ASHLEIGH	25.00	Poll Worker
21 BRYANT, TERESA MARKLAND	125.00	Poll Worker
22 CENTURYLINK	3,050.39	Telephone
23 CENTURYLINK	1,767.54	Telephone
24 COPPER-LONG, ANNA	25.00	Poll Worker
25 CRUMPTON, JOYCE	125.00	Poll Worker
26 DANIEL O'BRIEN	1,455.22	Payroll
27 FAIRHOPE, CITY OF	10,558.22	Utilities
28 FLEXIBLE BENEFITS	9,686.87	Payroll
29 FOLEY, CITY OF	57.72	Utilities
30 FRONTIER COMMUNICATIONS	54.72	Telephone
31 HANCOCK BANK	12,486.25	Credit Card Service
32 HARBOR COMMUNICATIONS LLC	3,490.16	Telephone
33 HERNANDEZ, EVELINA	3,450.00	Election Assistance
34 HUDSON, VERDIS VERLON	125.00	Poll Worker
35 IRS-TAX PAYMENT	223,425.84	Payroll
36 JEFFERSON CNTY DISTRICT COURT	236.70	Payroll
37 JODY W CAMPBELL, CIRCUIT CLK	1,015.55	Payroll
38 JOHN C MCALEER III	617.43	Payroll
39 JOHNSON, JAMES ROBERT	25.00	Poll Worker
40 JUDICIAL RETIREMENT FUND	905.74	Payroll
41 MAGNOLIA PARTNERS LLC	663.41	Land Redemption
42 MCMILLAN VIRGIL B	12,926.76	Election Assistance
43 MOSS & HOUGH INVESTMENTS, LLC	745.98	Land Redemption
44 NATIONWIDE RETIREMENT SOLUTIONS	7,129.57	Payroll
45 NORTH BALDWIN UTILITIES	19,911.09	Utilities
46 PARTNERS MANAGING GENERAL UNDERWRITERS	48,914.33	Self Funding; Health Insurance
47 PERCEL BANKS	10,000.00	Land Redemption
48 PERDIDO BAY WATER, SEWER, FIRE	18.72	Utilities

49	PRESCOTT, JEAN MARC OR TYLER PRESCOTT	3,570.83	Land Redemption
50	PRESCOTT, TYLER MONTANA JUL	4,086.96	Land Redemption
51	PS PROPERTIES, LLC	9,761.69	Land Redemption
52	RIVIERA UTILITIES	13,538.45	Utilities
53	SILVERHILL, TOWN OF	249.25	Utilities
54	SLJ CAPITAL, LLC	4,851.96	Land Redemption
55	ST OF FLORIDA DISBURSEMENT UNIT	134.77	Payroll
56	SWANSON, SUE O	125.00	Poll Worker
57	TWR AS CST FOR EBURY FUND 2 LP	11,242.24	Land Redemption
58	VDL HOLDINGS LLC	929.89	Land Redemption
59	VERIZON WIRELESS	380.15	Telephone
60	WALLEY, JR MATTHEW R	125.00	Poll Worker
61	WILSON, MICHAEL B	9,671.87	Land Redemption
Grand Total		1,562,520.79	

Document				Date	Co.	Name	Address Number	Amounts					LT	PC	PI	Subledger /Type	Tax Amount
Payment Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken					G/L Distribution				
G/L Bank Account 00018481						Cash	Batch Number	2829242	Type	M	Date	11/08/16	User ID	ECUTSINGER			
PN	9203578			11/10/16	00001	ALABAMA INCOME TAX DIVISION	10365	12,228.06-									D
T7	419381	00001	001	10/07/16		1004168374335	37585 Payroll Taxes										
						Cash	00018481					12,228.06-		AA			
PN	9203578			11/10/16	00103	ALABAMA INCOME TAX DIVISION	10365	72.07-									D
T7	419382	00103	001	10/07/16		1004168374336	37585 Payroll Taxes										
						Cash	00018481					72.07-		AA			
PN	9203578			11/10/16	00104	ALABAMA INCOME TAX DIVISION	10365	158.57-									D
T7	419383	00104	001	10/07/16		1004168374337	37585 Payroll Taxes										
						Cash	00018481					158.57-		AA			
PN	9203578			11/10/16	00105	ALABAMA INCOME TAX DIVISION	10365	944.79-									D
T7	419384	00105	001	10/07/16		1004168374338	37585 Payroll Taxes										
						Cash	00018481					944.79-		AA			
PN	9203578			11/10/16	00106	ALABAMA INCOME TAX DIVISION	10365	40.44-									D
T7	419385	00106	001	10/07/16		1004168374339	37585 Payroll Taxes										
						Cash	00018481					40.44-		AA			
PN	9203578			11/10/16	00107	ALABAMA INCOME TAX DIVISION	10365	106.24-									D
T7	419387	00107	001	10/07/16		1004168374340	37585 Payroll Taxes										
						Cash	00018481					106.24-		AA			
PN	9203578			11/10/16	00111	ALABAMA INCOME TAX DIVISION	10365	8,286.63-									D
T7	419388	00111	001	10/07/16		1004168374341	37585 Payroll Taxes										
						Cash	00018481					8,286.63-		AA			
PN	9203578			11/10/16	00120	ALABAMA INCOME TAX DIVISION	10365	2,592.27-									D
T7	419389	00120	001	10/07/16		1004168374342	37585 Payroll Taxes										

12/6/2016 Item EA2

Document				Date	Co.	Name	Address Number	Amounts				Tax Amount		
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		2,592.27-	AA				
PN	9203578			11/10/16	00140	ALABAMA INCOME TAX DIVISION	10365	331.96-					D	
T7	419390	00140	001	10/07/16		1004168374343	37585 Payroll Taxes							
						Cash	00018481		331.96-	AA				
PN	9203578			11/10/16	00143	ALABAMA INCOME TAX DIVISION	10365	1,987.19-					D	
T7	419391	00143	001	10/07/16		1004168374344	37585 Payroll Taxes							
						Cash	00018481		1,987.19-	AA				
PN	9203578			11/10/16	00144	ALABAMA INCOME TAX DIVISION	10365	762.06-					D	
T7	419392	00144	001	10/07/16		1004168374345	37585 Payroll Taxes							
						Cash	00018481		762.06-	AA				
PN	9203578			11/10/16	00146	ALABAMA INCOME TAX DIVISION	10365	73.10-					D	
T7	419393	00146	001	10/07/16		1004168374346	37585 Payroll Taxes							
						Cash	00018481		73.10-	AA				
PN	9203578			11/10/16	00510	ALABAMA INCOME TAX DIVISION	10365	2,125.01-					D	
T7	419394	00510	001	10/07/16		1004168374347	37585 Payroll Taxes							
						Cash	00018481		2,125.01-	AA				
PN	9203578			11/10/16	00511	ALABAMA INCOME TAX DIVISION	10365	3,098.64-					D	
T7	419395	00511	001	10/07/16		1004168374348	37585 Payroll Taxes							
						Cash	00018481		3,098.64-	AA				
PN	9203578			11/10/16	00001	ALABAMA INCOME TAX DIVISION	10365	4,382.13-					D	
T7	419542	00001	001	10/07/16		1004161217211	37585 Payroll Taxes							
						Cash	00018481		4,382.13-	AA				
PN	9203578			11/10/16	00511	ALABAMA INCOME TAX DIVISION	10365	1,221.17-					D	
T7	419543	00511	001	10/07/16		10041612172110	37585 Payroll Taxes							

Document				Date	Co.	Name	Address Number	Amounts				Tax Amount		
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		1,221.17-	AA				
PN	9203578			11/10/16	00105	ALABAMA INCOME TAX DIVISION	10365	419.05-					D	
T7	419553	00105	001	10/07/16		1004161217212	37585 Payroll Taxes							
						Cash	00018481		419.05-	AA				
PN	9203578			11/10/16	00107	ALABAMA INCOME TAX DIVISION	10365	31.79-					D	
T7	419564	00107	001	10/07/16		1004161217213	37585 Payroll Taxes							
						Cash	00018481		31.79-	AA				
PN	9203578			11/10/16	00111	ALABAMA INCOME TAX DIVISION	10365	2,751.46-					D	
T7	419566	00111	001	10/07/16		1004161217214	37585 Payroll Taxes							
						Cash	00018481		2,751.46-	AA				
PN	9203578			11/10/16	00120	ALABAMA INCOME TAX DIVISION	10365	1,029.80-					D	
T7	419567	00120	001	10/07/16		1004161217215	37585 Payroll Taxes							
						Cash	00018481		1,029.80-	AA				
PN	9203578			11/10/16	00140	ALABAMA INCOME TAX DIVISION	10365	211.83-					D	
T7	419568	00140	001	10/07/16		1004161217216	37585 Payroll Taxes							
						Cash	00018481		211.83-	AA				
PN	9203578			11/10/16	00143	ALABAMA INCOME TAX DIVISION	10365	486.32-					D	
T7	419569	00143	001	10/07/16		1004161217217	37585 Payroll Taxes							
						Cash	00018481		486.32-	AA				
PN	9203578			11/10/16	00144	ALABAMA INCOME TAX DIVISION	10365	286.35-					D	
T7	419570	00144	001	10/07/16		1004161217218	37585 Payroll Taxes							
						Cash	00018481		286.35-	AA				
PN	9203578			11/10/16	00510	ALABAMA INCOME TAX DIVISION	10365	561.66-					D	
T7	419571	00510	001	10/07/16		1004161217219	37585 Payroll Taxes							

Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger	Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution						
						Cash	00018481		561.66-	AA					
PN	9203578			11/10/16	00001	ALABAMA INCOME TAX DIVISION	10365	1,131.91-						D	
T7	420186	00001	001	10/21/16		101716821332	37585 Payroll Taxes								
						Cash	00018481		1,131.91-	AA					
PN	9203578			11/10/16	00001	ALABAMA INCOME TAX DIVISION	10365	12,080.86-						D	
T7	420368	00001	001	10/21/16		1018167070433	37585 Payroll Taxes								
						Cash	00018481		12,080.86-	AA					
PN	9203578			11/10/16	00103	ALABAMA INCOME TAX DIVISION	10365	100.01-						D	
T7	420369	00103	001	10/21/16		1018167070434	37585 Payroll Taxes								
						Cash	00018481		100.01-	AA					
PN	9203578			11/10/16	00104	ALABAMA INCOME TAX DIVISION	10365	158.57-						D	
T7	420370	00104	001	10/21/16		1018167070435	37585 Payroll Taxes								
						Cash	00018481		158.57-	AA					
PN	9203578			11/10/16	00105	ALABAMA INCOME TAX DIVISION	10365	978.91-						D	
T7	420371	00105	001	10/21/16		1018167070436	37585 Payroll Taxes								
						Cash	00018481		978.91-	AA					
PN	9203578			11/10/16	00106	ALABAMA INCOME TAX DIVISION	10365	44.98-						D	
T7	420372	00106	001	10/21/16		1018167070437	37585 Payroll Taxes								
						Cash	00018481		44.98-	AA					
PN	9203578			11/10/16	00107	ALABAMA INCOME TAX DIVISION	10365	131.66-						D	
T7	420373	00107	001	10/21/16		1018167070438	37585 Payroll Taxes								
						Cash	00018481		131.66-	AA					
PN	9203578			11/10/16	00111	ALABAMA INCOME TAX DIVISION	10365	8,165.64-						D	
T7	420374	00111	001	10/21/16		1018167070439	37585 Payroll Taxes								

Document		Date		Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher	Co.	Item				Payment Voucher	Payment Amount Discount Taken						G/L Distribution
					Cash	00018481		8,165.64-	AA				
PN	9203578			11/10/16	00120 ALABAMA INCOME TAX DIVISION	10365	2,630.73-					D	
T7	420376	00120	001	10/21/16	1018167070440	37585 Payroll Taxes							
					Cash	00018481		2,630.73-	AA				
PN	9203578			11/10/16	00140 ALABAMA INCOME TAX DIVISION	10365	337.78-					D	
T7	420377	00140	001	10/21/16	1018167070441	37585 Payroll Taxes							
					Cash	00018481		337.78-	AA				
PN	9203578			11/10/16	00143 ALABAMA INCOME TAX DIVISION	10365	2,792.69-					D	
T7	420378	00143	001	10/21/16	1018167070442	37585 Payroll Taxes							
					Cash	00018481		2,792.69-	AA				
PN	9203578			11/10/16	00144 ALABAMA INCOME TAX DIVISION	10365	772.23-					D	
T7	420379	00144	001	10/21/16	1018167070443	37585 Payroll Taxes							
					Cash	00018481		772.23-	AA				
PN	9203578			11/10/16	00146 ALABAMA INCOME TAX DIVISION	10365	75.01-					D	
T7	420380	00146	001	10/21/16	1018167070444	37585 Payroll Taxes							
					Cash	00018481		75.01-	AA				
PN	9203578			11/10/16	00510 ALABAMA INCOME TAX DIVISION	10365	2,206.90-					D	
T7	420381	00510	001	10/21/16	1018167070445	37585 Payroll Taxes							
					Cash	00018481		2,206.90-	AA				
PN	9203578			11/10/16	00511 ALABAMA INCOME TAX DIVISION	10365	3,118.78-					D	
T7	420382	00511	001	10/21/16	1018167070446	37585 Payroll Taxes							
					Cash	00018481		3,118.78-	AA				
PN	9203578			11/10/16	00001 ALABAMA INCOME TAX DIVISION	10365	45.86					D	
T7	420445	00001	001	10/21/16	101816803261	37585 Payroll Taxes							

..... Document				Date	Co.	Name	Address Number	..... Amounts						
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution					
						Cash	00018481		45.86		AA			
Totals for Bank Account								78,869.39-	78,869.39-					
Totals for Batch								78,869.39-	78,869.39-					
User Total								78,869.39-	78,869.39-					
Grand Total								78,869.39-	78,869.39-					

Document		Date	Co.	Name	Address Number	Amounts					LT	PC	PI	Subledger /Type	Tax Amount
Payment		Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L		Distribution						
Ty	Voucher	Co.	Item	Voucher	Account Description	Account Number	Discount Taken								
G/L Bank Account		00018991		Cash		Batch Number	2829263	Type	M	Date	11/9/2016	User ID	DGBRYARS		
PN	9203580			11/10/2016	00790	BLUE CROSS & BLUE SHIELD OF AL	14125								
PV	422659	00790	001	11/10/2016		11102016ACH									
						Totals for Bank Account	7,125.68-								
						Totals for Batch	7,125.68-								
						User Total	7,125.68-								
						Grand Total	7,125.68-								

Number	Supplier		Co	Balance Open	Current	Aging		
	Name	Phone Number				1 - 0	Over 0	
14005	BALDWIN EMC	251 9890118	00001	1,628.00	1,628.00			
51003	RIVIERA UTILITIES		00001	9,635.70	9,635.70			
	General Fund		00001	11,263.70	11,263.70			
14005	BALDWIN EMC	251 9890118	00111	388.00	388.00			
51003	RIVIERA UTILITIES		00111	1,050.59	1,050.59			
57007	SILVERHILL, TOWN OF (UTILITIES		00111	200.34	200.34			
	7 Cent Gasoline Tax Fund		00111	1,638.93	1,638.93			
19003	NORTH BALDWIN UTILITIES		00140	17.68	17.68			
	Council on Aging Fund		00140	17.68	17.68			
14005	BALDWIN EMC	251 9890118	00144	99.00	99.00			
19003	NORTH BALDWIN UTILITIES		00144	150.51	150.51			
48197	PERDIDO BAY WATER, SEWER, FIRE	251 9875816	00144	18.72	18.72			
51003	RIVIERA UTILITIES		00144	49.80	49.80			
57007	SILVERHILL, TOWN OF (UTILITIES		00144	48.91	48.91			
	Parks Fund		00144	366.94	366.94			
14005	BALDWIN EMC	251 9890118	00510	5,182.00	5,182.00			
	Solid Waste Fund		00510	5,182.00	5,182.00			
128434	PRESCOTT, TYLER MONTANA JUL	334 456-9822	00725	2,400.17				2,400.17
165358	SLJ CAPITAL, LLC		00725	4,851.96				4,851.96
174393	PRESCOTT, JEAN MARC OR TYLER P		00725	2,334.27				2,334.27
	Land Redemption Fund		00725	9,586.40				9,586.40
152240	VERIZON WIRELESS **		00740	360.11				360.11
	Law Library Fund		00740	360.11				360.11
	Grand Total(s)		00740	28,415.76	18,469.25			9,946.51

59

Number	Supplier		Co	Balance Open	Current	Aging	
	Name	Phone Number				1 - 0	Over 0
50029285	BRYANT, TERESA MARKLAND		00001	125.00	125.00		
50056555	HUDSON, VERDIS VERLON		00001	125.00	125.00		
50064607	JOHNSON, JAMES ROBERT		00001	25.00	25.00		
73540462	BOUTWELL, ASHLEIGH		00001	25.00	25.00		
73990445	COPPER-LONG, ANNA		00001	25.00	25.00		
	General Fund		00001	325.00	325.00		
Grand Total(s)			00001	325.00	325.00		

Number	Supplier		Co	Balance Open	Current	Aging	
	Name	Phone Number				1 - 0	Over 0
183831	BOLTON, DONALD W PC		00001	3,747.22	3,747.22		
	General Fund		00001	3,747.22	3,747.22		
	Grand Total(s)		00001	3,747.22	3,747.22		

Document				Date	Co.	Name	Address Number	Amounts							Tax Amount
Payment Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken		G/L Distribution	LT	PC	PI	Subledger /Type	
G/L Bank Account 00018991						Cash	Batch Number	2829310	Type	M	Date	11/15/2016	User ID	DGBRYARS	
PN	2829309			11/18/2016	00790	BLUE CROSS & BLUE SHIELD OF AL	14125	3,086.98-						D	
PV	422725	00790	001	11/18/2016		11182016ACH	DENTAL PMT 110716-111116								
Cash								00018991				3,086.98-	AA		
Totals for Bank Account												3,086.98-	3,086.98-		
Totals for Batch												3,086.98-	3,086.98-		
User Total												3,086.98-	3,086.98-		
Grand Total												3,086.98-	3,086.98-		

Number	Supplier		Co	Balance Open	Current	Aging			
	Name	Phone Number				1 - 0	Over 0		
186450	PARTNERS MANAGING GENERAL UNDE		00790	48,914.33	48,914.33				
	Self Insurance Trust		00790	48,914.33	48,914.33				
	Grand Total(s)		00790	48,914.33	48,914.33				

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Document		Date	Co.	Name	Address Number	Amounts						Tax Amount				
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Account Number	Payment Amount	Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
G/L Bank Account		00018481		Cash		Batch Number	2829329	Type	M	Date	11/15/16	User ID	ECUTSINGER			
PN	9203583			11/18/16	00001	IRS-TAX PAYMENT		54188		4,461.32-					D	
T7	422694	00001	001	11/18/16		1114169070610		636001408							Payroll Taxes	
				Cash		00018481					4,461.32-		AA			
PN	9203583			11/18/16	00001	IRS-TAX PAYMENT		54188		3,400.51-					D	
T7	422708	00001	001	11/18/16		111416907069		636001408							Payroll Taxes	
				Cash		00018481					3,400.51-		AA			
PN	9203583			11/18/16	00001	IRS-TAX PAYMENT		54188		33,566.71-					D	
T7	422744	00001	001	11/18/16		111516113118115		636001408							Payroll Taxes	
				Cash		00018481					33,566.71-		AA			
PN	9203583			11/18/16	00001	IRS-TAX PAYMENT		54188		50,760.50-					D	
T7	422745	00001	001	11/18/16		111516113118116		636001408							Payroll Taxes	
				Cash		00018481					50,760.50-		AA			
PN	9203583			11/18/16	00103	IRS-TAX PAYMENT		54188		241.41-					D	
T7	422746	00103	001	11/18/16		111516113118117		636001408							Payroll Taxes	
				Cash		00018481					241.41-		AA			
PN	9203583			11/18/16	00103	IRS-TAX PAYMENT		54188		338.38-					D	
T7	422747	00103	001	11/18/16		111516113118118		636001408							Payroll Taxes	
				Cash		00018481					338.38-		AA			
PN	9203583			11/18/16	00104	IRS-TAX PAYMENT		54188		491.63-					D	
T7	422748	00104	001	11/18/16		111516113118119		636001408							Payroll Taxes	
				Cash		00018481					491.63-		AA			
PN	9203583			11/18/16	00104	IRS-TAX PAYMENT		54188		662.24-					D	
T7	422750	00104	001	11/18/16		111516113118120		636001408							Payroll Taxes	

Document				Date	Co.	Name	Address Number	Amounts				Tax Amount		
Payment Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	
						Cash	00018481		662.24-	AA				
PN	9203583			11/18/16	00105	IRS-TAX PAYMENT	54188	2,433.95-					D	
T7	422751	00105	001	11/18/16		111516113118121	636001408 Payroll Taxes							
						Cash	00018481		2,433.95-	AA				
PN	9203583			11/18/16	00105	IRS-TAX PAYMENT	54188	4,463.34-					D	
T7	422752	00105	001	11/18/16		111516113118122	636001408 Payroll Taxes							
						Cash	00018481		4,463.34-	AA				
PN	9203583			11/18/16	00106	IRS-TAX PAYMENT	54188	59.41-					D	
T7	422753	00106	001	11/18/16		111516113118123	636001408 Payroll Taxes							
						Cash	00018481		59.41-	AA				
PN	9203583			11/18/16	00106	IRS-TAX PAYMENT	54188	556.80-					D	
T7	422754	00106	001	11/18/16		111516113118124	636001408 Payroll Taxes							
						Cash	00018481		556.80-	AA				
PN	9203583			11/18/16	00107	IRS-TAX PAYMENT	54188	924.28-					D	
T7	422755	00107	001	11/18/16		111516113118125	636001408 Payroll Taxes							
						Cash	00018481		924.28-	AA				
PN	9203583			11/18/16	00107	IRS-TAX PAYMENT	54188	837.34-					D	
T7	422756	00107	001	11/18/16		111516113118126	636001408 Payroll Taxes							
						Cash	00018481		837.34-	AA				
PN	9203583			11/18/16	00111	IRS-TAX PAYMENT	54188	17,962.22-					D	
T7	422757	00111	001	11/18/16		111516113118127	636001408 Payroll Taxes							
						Cash	00018481		17,962.22-	AA				
PN	9203583			11/18/16	00111	IRS-TAX PAYMENT	54188	30,795.34-					D	
T7	422758	00111	001	11/18/16		111516113118128	636001408 Payroll Taxes							

Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		30,795.34-	AA				
PN	9203583			11/18/16	00120	IRS-TAX PAYMENT	54188	6,524.09-					D	
T7	422759	00120	001	11/18/16		111516113118129	636001408 Payroll Taxes							
						Cash	00018481		6,524.09-	AA				
PN	9203583			11/18/16	00120	IRS-TAX PAYMENT	54188	10,159.52-					D	
T7	422761	00120	001	11/18/16		111516113118130	636001408 Payroll Taxes							
						Cash	00018481		10,159.52-	AA				
PN	9203583			11/18/16	00140	IRS-TAX PAYMENT	54188	633.61-					D	
T7	422762	00140	001	11/18/16		111516113118131	636001408 Payroll Taxes							
						Cash	00018481		633.61-	AA				
PN	9203583			11/18/16	00140	IRS-TAX PAYMENT	54188	1,481.34-					D	
T7	422763	00140	001	11/18/16		111516113118132	636001408 Payroll Taxes							
						Cash	00018481		1,481.34-	AA				
PN	9203583			11/18/16	00143	IRS-TAX PAYMENT	54188	4,607.83-					D	
T7	422764	00143	001	11/18/16		111516113118133	636001408 Payroll Taxes							
						Cash	00018481		4,607.83-	AA				
PN	9203583			11/18/16	00143	IRS-TAX PAYMENT	54188	8,481.50-					D	
T7	422765	00143	001	11/18/16		111516113118134	636001408 Payroll Taxes							
						Cash	00018481		8,481.50-	AA				
PN	9203583			11/18/16	00144	IRS-TAX PAYMENT	54188	1,662.73-					D	
T7	422766	00144	001	11/18/16		111516113118135	636001408 Payroll Taxes							
						Cash	00018481		1,662.73-	AA				
PN	9203583			11/18/16	00144	IRS-TAX PAYMENT	54188	3,427.20-					D	
T7	422767	00144	001	11/18/16		111516113118136	636001408 Payroll Taxes							

Document		Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution					
				Cash	00018481		3,427.20-	AA				
PN	9203583	11/18/16	00146	IRS-TAX PAYMENT	54188	268.47-					D	
T7	422768 00146 001	11/18/16		111516113118137	636001408 Payroll Taxes							
				Cash	00018481		268.47-	AA				
PN	9203583	11/18/16	00146	IRS-TAX PAYMENT	54188	295.92-					D	
T7	422769 00146 001	11/18/16		111516113118138	636001408 Payroll Taxes							
				Cash	00018481		295.92-	AA				
PN	9203583	11/18/16	00510	IRS-TAX PAYMENT	54188	5,474.00-					D	
T7	422770 00510 001	11/18/16		111516113118139	636001408 Payroll Taxes							
				Cash	00018481		5,474.00-	AA				
PN	9203583	11/18/16	00510	IRS-TAX PAYMENT	54188	8,926.58-					D	
T7	422772 00510 001	11/18/16		111516113118140	636001408 Payroll Taxes							
				Cash	00018481		8,926.58-	AA				
PN	9203583	11/18/16	00511	IRS-TAX PAYMENT	54188	6,959.17-					D	
T7	422773 00511 001	11/18/16		111516113118141	636001408 Payroll Taxes							
				Cash	00018481		6,959.17-	AA				
PN	9203583	11/18/16	00511	IRS-TAX PAYMENT	54188	12,568.50-					D	
T7	422774 00511 001	11/18/16		111516113118142	636001408 Payroll Taxes							
				Cash	00018481		12,568.50-	AA				
Totals for Bank Account						223,425.84-	223,425.84-					
Totals for Batch						223,425.84-	223,425.84-					
User Total						223,425.84-	223,425.84-					

Number	Supplier		Co	Balance Open	Aging	
	Name	Phone Number			Current	1 - 0	Over 0
717	FLEXIBLE BENEFITS	251 9370264	00001	4,846.31	4,846.31	
36240	JUDICIAL RETIREMENT FUND		00001	905.74	905.74	
40627	NATIONWIDE RETIREMENT SOLUTION		00001	3,650.18	3,650.18	
94828	ALABAMA CHILD SUPPORT PAYMENT		00001	591.61	591.61	
180373	BALDWIN CNTY COMMISSION - DENT		00001	3,934.00	3,934.00	
184047	O'BRIEN, DANIEL		00001	379.39	379.39	
	General Fund		00001	14,307.23	14,307.23	
717	FLEXIBLE BENEFITS	251 9370264	00103	41.67	41.67	
180373	BALDWIN CNTY COMMISSION - DENT		00103	63.00	63.00	
	County Transportation Fund		00103	104.67	104.67	
112221	CAMPBELL, JODY W CIRCUIT CLERK		00104	105.07	105.07	
180373	BALDWIN CNTY COMMISSION - DENT		00104	31.50	31.50	
	Legislative Del Off Fund		00104	136.57	136.57	
717	FLEXIBLE BENEFITS	251 9370264	00105	152.49	152.49	
40627	NATIONWIDE RETIREMENT SOLUTION		00105	22.00	22.00	
94828	ALABAMA CHILD SUPPORT PAYMENT		00105	468.00	468.00	
180373	BALDWIN CNTY COMMISSION - DENT		00105	342.00	342.00	
184047	O'BRIEN, DANIEL		00105	274.61	274.61	
	Juvenile Detention Fac Fund		00105	1,259.10	1,259.10	
717	FLEXIBLE BENEFITS	251 9370264	00106	62.50	62.50	
180373	BALDWIN CNTY COMMISSION - DENT		00106	21.00	21.00	
	Baldwin Co Archives Fund		00106	83.50	83.50	
717	FLEXIBLE BENEFITS	251 9370264	00111	1,793.65	1,793.65	
40627	NATIONWIDE RETIREMENT SOLUTION		00111	2,385.00	2,385.00	
41806	JOHN C MCALEER, III		00111	274.16	274.16	
94828	ALABAMA CHILD SUPPORT PAYMENT		00111	898.62	898.62	
99573	JEFFERSON COUNTY DISTRICT COUR		00111	236.70	236.70	
148216	FLORIDA, STATE OF DISBURSEMENT		00111	134.77	134.77	
180373	BALDWIN CNTY COMMISSION - DENT		00111	2,513.00	2,513.00	
184047	O'BRIEN, DANIEL		00111	146.30	146.30	
	7 Cent Gasoline Tax Fund		00111	8,382.20	8,382.20	
717	FLEXIBLE BENEFITS	251 9370264	00120	235.00	235.00	
40627	NATIONWIDE RETIREMENT SOLUTION		00120	575.00	575.00	
180373	BALDWIN CNTY COMMISSION - DENT		00120	638.00	638.00	
184047	O'BRIEN, DANIEL		00120	175.38	175.38	
	Reappraisal Fund		00120	1,623.38	1,623.38	
717	FLEXIBLE BENEFITS	251 9370264	00140	389.16	389.16	
180373	BALDWIN CNTY COMMISSION - DENT		00140	163.50	163.50	
	Council on Aging Fund		00140	552.66	552.66	
717	FLEXIBLE BENEFITS	251 9370264	00143	1,031.26	1,031.26	

Number	Supplier		Co	Balance Open	Current	Aging	
	Name	Phone Number				1 - 0	Over 0
40627	NATIONWIDE RETIREMENT SOLUTION		00143	120.00	120.00		
41806	JOHN C MCALEER, III		00143	74.77	74.77		
180373	BALDWIN CNTY COMMISSION - DENT		00143	658.50	658.50		
	Section 18 Fund		00143	1,884.53	1,884.53		
717	FLEXIBLE BENEFITS	251 9370264	00144	65.00	65.00		
40627	NATIONWIDE RETIREMENT SOLUTION		00144	90.00	90.00		
94828	ALABAMA CHILD SUPPORT PAYMENT		00144	224.31	224.31		
180373	BALDWIN CNTY COMMISSION - DENT		00144	361.00	361.00		
184047	O'BRIEN, DANIEL		00144	479.54	479.54		
	Parks Fund		00144	1,219.85	1,219.85		
717	FLEXIBLE BENEFITS	251 9370264	00146	62.50	62.50		
180373	BALDWIN CNTY COMMISSION - DENT		00146	10.50	10.50		
	Eastern Shore Metro Planning O		00146	73.00	73.00		
717	FLEXIBLE BENEFITS	251 9370264	00510	626.49	626.49		
40627	NATIONWIDE RETIREMENT SOLUTION		00510	62.39	62.39		
54555	AL STATE DEPT OF REVENUE	205 2421220	00510	60.30	60.30		
112221	CAMPBELL, JODY W CIRCUIT CLERK		00510	683.23	683.23		
180373	BALDWIN CNTY COMMISSION - DENT		00510	571.00	571.00		
	Solid Waste Fund		00510	2,003.41	2,003.41		
717	FLEXIBLE BENEFITS	251 9370264	00511	380.84	380.84		
40627	NATIONWIDE RETIREMENT SOLUTION		00511	225.00	225.00		
41806	JOHN C MCALEER, III		00511	268.50	268.50		
94828	ALABAMA CHILD SUPPORT PAYMENT		00511	606.46	606.46		
112221	CAMPBELL, JODY W CIRCUIT CLERK		00511	227.25	227.25		
180373	BALDWIN CNTY COMMISSION - DENT		00511	995.50	995.50		
	Solid Waste Collection Fund		00511	2,703.55	2,703.55		
	Grand Total(s)		00511	34,333.65	34,333.65		

Document		Date	Co.	Name	Address Number	Amounts					LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Invoice Number	Remark	Payment Amount	Discount Taken	G/L	Distribution						
G/L Bank Account 00018481				Cash	Batch Number	2829363	Type	M	Date	11/16/2016	User ID	SGRANT			
PN	9203585			11/16/2016	00001	BALDWIN CNTY SHERIFF'S OFFICE	10			162,431.99-				D	
PV	423136	00001	001	11/16/2016		11162016									
						Cash					162,431.99-	AA			
PN	9203585			11/16/2016	00001	BALDWIN CNTY SHERIFF'S OFFICE	10			130,713.72-				D	
PV	423136	00001	002	11/16/2016		11162016									
						Cash					130,713.72-	AA			
PN	9203585			11/16/2016	00708	BALDWIN CNTY SHERIFF'S OFFICE	10			9,357.14-				D	
PV	423136	00001	003	11/16/2016		11162016									
						Cash					9,357.14-	AA			
PN	9203585			11/16/2016	00001	BALDWIN CNTY SHERIFF'S OFFICE	10			89,394.35-				D	
PV	423136	00001	004	11/16/2016		11162016									
						Cash					89,394.35-	AA			
PN	9203585			11/16/2016	00001	BALDWIN CNTY SHERIFF'S OFFICE	10			58,122.11-				D	
PV	423136	00001	005	11/16/2016		11162016									
						Cash					58,122.11-	AA			
PN	9203585			11/16/2016	00708	BALDWIN CNTY SHERIFF'S OFFICE	10			3,742.54-				D	
PV	423136	00001	006	11/16/2016		11162016									
						Cash					3,742.54-	AA			
Totals for Bank Account										453,761.85-	453,761.85-				
Totals for Batch										453,761.85-	453,761.85-				
User Total										453,761.85-	453,761.85-				

12/6/2016 Item EA2

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Number	Supplier		Co	Balance Open	Aging	
	Name	Phone Number			Current	1 - 0
14397	AT&T MOBILITY (WIRELESS) **		00001	289.03		289.03
19003	NORTH BALDWIN UTILITIES		00001	19,394.48		19,394.48
19021	FAIRHOPE, CITY OF (UTILITIES)		00001	10,163.87		10,163.87
19049	FOLEY, CITY OF		00001	57.72		57.72
27007	CENTURYLINK (GULFTEL) **		00001	76.96		76.96
54017	AT&T (BELLSOUTH)*		00001	3,575.18		3,575.18
54257	FRONTIER COMMUNICATIONS		00001	54.72		54.72
61111	CENTURYLINK(GULF TELEPHONE CO		00001	1,767.54		1,767.54
97383	MCMILLAN VIRGIL B	251 9376451	00001	12,926.76		12,926.76
131414	HERNANDEZ, EVELINA		00001	3,450.00		3,450.00
152240	VERIZON WIRELESS **		00001	20.04		20.04
155408	HARBOR COMMUNICATIONS LLC	6621532	00001	3,490.16		3,490.16
50001275	SWANSON, SUE O	251 928-1965	00001	125.00		125.00
50002974	BEARD, GAIL		00001	125.00		125.00
50028639	BADON, JANE R		00001	125.00		125.00
50040943	CRUMPTON, JOYCE		00001	125.00		125.00
73650723	WALLEY, JR MATTHEW R		00001	125.00		125.00
	General Fund		00001	55,891.46		55,891.46
19021	FAIRHOPE, CITY OF (UTILITIES)		00104	70.98		70.98
	Legislative Del Off Fund		00104	70.98		70.98
14397	AT&T MOBILITY (WIRELESS) **		00105	27.93		27.93
	Juvenile Detention Fac Fund		00105	27.93		27.93
10394	AL STATE DEPT OF TRANSPORTATIO		00111	94,064.00		94,064.00
14005	BALDWIN EMC	251 9890118	00111	136.00		136.00
14397	AT&T MOBILITY (WIRELESS) **		00111	77.21		77.21
51003	RIVIERA UTILITIES		00111	1,066.83		1,066.83
54017	AT&T (BELLSOUTH)*		00111	458.48		458.48
	7 Cent Gasoline Tax Fund		00111	95,802.52		95,802.52
14397	AT&T MOBILITY (WIRELESS) **		00120	50.18		50.18
	Reappraisal Fund		00120	50.18		50.18
14005	BALDWIN EMC	251 9890118	00140	334.00		334.00
54017	AT&T (BELLSOUTH)*		00140	137.71		137.71
	Council on Aging Fund		00140	471.71		471.71
19003	NORTH BALDWIN UTILITIES		00143	88.83		88.83
19021	FAIRHOPE, CITY OF (UTILITIES)		00143	309.15		309.15
	Section 18 Fund		00143	397.98		397.98
14005	BALDWIN EMC	251 9890118	00144	86.00		86.00
19003	NORTH BALDWIN UTILITIES		00144	181.75		181.75
	Parks Fund		00144	267.75		267.75
14005	BALDWIN EMC	251 9890118	00510	272.00		272.00

..... Supplier .....			..... Aging				
Number	Name	Phone Number	Co	Balance Open	Current	1 - 0	Over 0
	Solid Waste Fund		00510	272.00			272.00
19003	NORTH BALDWIN UTILITIES		00708	77.84			77.84
	Community Corrections		00708	77.84			77.84
128434	PRESCOTT, TYLER MONTANA JUL	334 456-9822	00725	1,686.79			1,686.79
174393	PRESCOTT, JEAN MARC OR TYLER P		00725	1,236.56			1,236.56
181971	PS PROPERTIES, LLC		00725	9,761.69			9,761.69
184439	ARC HOLDINGS 2014 LLC		00725	386.49			386.49
184452	WILSON, MICHAEL B.		00725	9,671.87			9,671.87
186452	BANKS, PERCEL		00725	10,000.00			10,000.00
	Land Redemption Fund		00725	32,743.40			32,743.40
	Grand Total(s)		00725	186,073.75			186,073.75

186,073.75

Document				Date	Co.	Name	Address Number	Amounts							Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type		
G/L Bank Account 00018481						Cash	Batch Number 2829404								
PN	9203586			11/21/2016	00001	HANCOCK BANK	185975	8.00-					D		
PV	423231	00001	001	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481		8.00-	AA					
PN	9203586			11/21/2016	00001	HANCOCK BANK	185975	153.00-					D		
PV	423231	00001	002	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481		153.00-	AA					
PN	9203586			11/21/2016	00111	HANCOCK BANK	185975	238.96-					D		
PV	423231	00001	003	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481		238.96-	AA					
PN	9203586			11/21/2016	00001	HANCOCK BANK	185975	525.00-					D		
PV	423231	00001	004	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481		525.00-	AA					
PN	9203586			11/21/2016	00001	HANCOCK BANK	185975	139.83-					D		
PV	423231	00001	005	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481		139.83-	AA					
PN	9203586			11/21/2016	00510	HANCOCK BANK	185975	600.00-					D		
PV	423231	00001	006	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481		600.00-	AA					
PN	9203586			11/21/2016	00510	HANCOCK BANK	185975	334.86-					D		
PV	423231	00001	007	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481		334.86-	AA					
PN	9203586			11/21/2016	00001	HANCOCK BANK	185975	123.17-					D		
PV	423231	00001	008	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								

..... Document				Date	Co.	Name	Address Number Amounts			LT	PC	PI	Subledger /Type	Tax Amount
Ty	Payment	Co.	Item	Payment	G/L Class	Invoice Number	Remark	Payment Amount		G/L					
	Voucher			Voucher		Account Description	Account Number	Discount Taken		Distribution					
						Cash	00018481			123.17-			AA		
PN	9203586			11/21/2016	00001	HANCOCK BANK	185975	175.00-					D		
PV	423231	00001	009	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481			175.00-			AA		
PN	9203586			11/21/2016	00120	HANCOCK BANK	185975	3,006.55-					D		
PV	423231	00001	010	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481			3,006.55-			AA		
PN	9203586			11/21/2016	00001	HANCOCK BANK	185975	223.74-					D		
PV	423231	00001	011	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481			223.74-			AA		
PN	9203586			11/21/2016	00001	HANCOCK BANK	185975	112.88-					D		
PV	423231	00001	012	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481			112.88-			AA		
PN	9203586			11/21/2016	00120	HANCOCK BANK	185975	430.00-					D		
PV	423231	00001	013	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481			430.00-			AA		
PN	9203586			11/21/2016	00001	HANCOCK BANK	185975	1,452.00-					D		
PV	423231	00001	014	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481			1,452.00-			AA		
PN	9203586			11/21/2016	00780	HANCOCK BANK	185975	59.40-					D		
PV	423231	00001	015	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								
						Cash	00018481			59.40-			AA		
PN	9203586			11/21/2016	00780	HANCOCK BANK	185975	475.00-					D		
PV	423231	00001	016	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16								

12/6/2016 Item EA2

..... Document				Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	..... Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item					Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		475.00-	AA				
PN	9203586			11/21/2016	00780	HANCOCK BANK	185975	721.46-				D		
PV	423231	00001	017	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16							
						Cash	00018481		721.46-	AA				
PN	9203586			11/21/2016	00001	HANCOCK BANK	185975	51.52-				D		
PV	423231	00001	018	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16							
						Cash	00018481		51.52-	AA				
PN	9203586			11/21/2016	00001	HANCOCK BANK	185975	300.00-				D		
PV	423231	00001	019	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16							
						Cash	00018481		300.00-	AA				
PN	9203586			11/21/2016	00001	HANCOCK BANK	185975	101.63-				D		
PV	423231	00001	020	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16							
						Cash	00018481		101.63-	AA				
PN	9203586			11/21/2016	00001	HANCOCK BANK	185975	175.00-				D		
PV	423231	00001	021	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16							
						Cash	00018481		175.00-	AA				
PN	9203586			11/21/2016	00120	HANCOCK BANK	185975	3,079.25-				D		
PV	423231	00001	022	11/21/2016		OCT '16	CREDIT CARD SVC; OCT '16							
						Cash	00018481		3,079.25-	AA				
Totals for Bank Account									12,486.25-	12,486.25-				
Totals for Batch									12,486.25-	12,486.25-				
User Total									12,486.25-	12,486.25-				

12/6/2016 Item EA2

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Number	Supplier		Co	Balance Open	Aging			
	Name	Phone Number			Current	1 - 0	Over 0	
27007	CENTURYLINK (GULFTEL) **		00001	2,575.36				2,575.36
51003	RIVIERA UTILITIES		00001	178.06	178.06			
63589	AT&T (BELLSOUTH)**		00001	294.89				294.89
97691	BALDWIN CNTY SEWER SERVICE LLC		00001	508.94	508.94			
50087757	BAGBY, CHERYL O		00001	125.00				125.00
	General Fund		00001	3,682.25	687.00			2,995.25
14005	BALDWIN EMC	251 9890118	00111	259.00	259.00			
27007	CENTURYLINK (GULFTEL) **		00111	77.12				77.12
51003	RIVIERA UTILITIES		00111	1,544.47	1,544.47			
97691	BALDWIN CNTY SEWER SERVICE LLC		00111	228.90	228.90			
	7 Cent Gasoline Tax Fund		00111	2,109.49	2,032.37			77.12
27007	CENTURYLINK (GULFTEL) **		00140	116.38				116.38
	Council on Aging Fund		00140	116.38				116.38
51003	RIVIERA UTILITIES		00143	13.00	13.00			
	Section 18 Fund		00143	13.00	13.00			
14005	BALDWIN EMC	251 9890118	00144	863.00	863.00			
19021	FAIRHOPE, CITY OF (UTILITIES)		00144	14.22	14.22			
97691	BALDWIN CNTY SEWER SERVICE LLC		00144	68.25	68.25			
	Parks Fund		00144	945.47	945.47			
27007	CENTURYLINK (GULFTEL) **		00510	204.57				204.57
97691	BALDWIN CNTY SEWER SERVICE LLC		00510	655.00	655.00			
	Solid Waste Fund		00510	859.57	655.00			204.57
165340	MAGNOLIA PARTNERS LLC		00725	663.41				663.41
174019	AUSTILL, J	251 6267972	00725	5,399.32				5,399.32
181976	VDL HOLDINGS LLC		00725	929.89				929.89
183258	ALABAMA WIDESPREAD HOLDINGS LL		00725	5,934.43				5,934.43
184841	TWR AS CST FOR EBURY FUND 2 LP		00725	11,242.24				11,242.24
185808	MOSS & HOUGH INVESTMENTS, LLC		00725	745.98				745.98
	Land Redemption Fund		00725	24,915.27				24,915.27
Grand Total(s)				32,641.43	4,332.84			28,308.59

12/6/2016 Item EA2

Document		Date	Co.	Name	Address Number	Amounts							Tax Amount
Payment Ty	Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken		G/L Distribution	LT	PC	PI	Subledger /Type	
G/L Bank Account		00018991		Cash	Batch Number	2829426	Type	M	Date	11/22/2016	User ID	DGBRYARS	
PN	9203587		11/25/2016	00790	BLUE CROSS & BLUE SHIELD OF AL	14125							12,441.56-
PV	423336	00790 001	11/25/2016		112516ACH								DENTAL PMT 111416-111816
Totals for Bank Account						12,441.56-							
Totals for Batch						12,441.56-							
User Total						12,441.56-							
Grand Total						12,441.56-							

Document Payment				Date Payment	Co. G/L Class	Name Invoice Number	Address Number Remark	Amounts				G/L	LT	PC	PI	Subledger /Type	Tax Amount	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Payment Amount	Discount Taken			Distribution						
G/L Bank Account 00018481						Cash	Batch Number	2829457		Type	M	Date	11/28/2016	User ID	DGBRYARS			
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	129,840.32-									D	
T7	421691	00001	001	11/4/2016		11011610434148	BCBS 120116-010117											
						Cash	00018481					129,840.32-		AA				
PN	9203587			11/28/2016	00103	BLUE CROSS & BLUE SHIELD OF AL	14125	2,072.88-									D	
T7	421692	00103	001	11/4/2016		11011610434149	BCBS 120116-010117											
						Cash	00018481					2,072.88-		AA				
PN	9203587			11/28/2016	00104	BLUE CROSS & BLUE SHIELD OF AL	14125	1,314.12-									D	
T7	421694	00104	001	11/4/2016		11011610434150	BCBS 120116-010117											
						Cash	00018481					1,314.12-		AA				
PN	9203587			11/28/2016	00105	BLUE CROSS & BLUE SHIELD OF AL	14125	10,919.76-									D	
T7	421695	00105	001	11/4/2016		11011610434151	BCBS 120116-010117											
						Cash	00018481					10,919.76-		AA				
PN	9203587			11/28/2016	00106	BLUE CROSS & BLUE SHIELD OF AL	14125	876.08-									D	
T7	421696	00106	001	11/4/2016		11011610434152	BCBS 120116-010117											
						Cash	00018481					876.08-		AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	93,156.63-									D	
T7	421697	00111	001	11/4/2016		11011610434153	BCBS 120116-010117											
						Cash	00018481					93,156.63-		AA				
PN	9203587			11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	20,714.43-									D	
T7	421698	00120	001	11/4/2016		11011610434154	BCBS 120116-010117											
						Cash	00018481					20,714.43-		AA				
PN	9203587			11/28/2016	00140	BLUE CROSS & BLUE SHIELD OF AL	14125	5,459.88-									D	
T7	421699	00140	001	11/4/2016		11011610434155	BCBS 120116-010117											

Document Payment				Date Payment	Co. G/L Class	Name Invoice Number	Address Number Remark	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Payment Amount	G/L Distribution					
								Discount Taken						
						Cash	00018481		5,459.88-				AA	
PN	9203587			11/28/2016	00143	BLUE CROSS & BLUE SHIELD OF AL	14125	21,796.48-					D	
T7	421700	00143	001	11/4/2016		11011610434156	BCBS 120116-010117							
						Cash	00018481		21,796.48-				AA	
PN	9203587			11/28/2016	00144	BLUE CROSS & BLUE SHIELD OF AL	14125	10,161.00-					D	
T7	421701	00144	001	11/4/2016		11011610434157	BCBS 120116-010117							
						Cash	00018481		10,161.00-				AA	
PN	9203587			11/28/2016	00146	BLUE CROSS & BLUE SHIELD OF AL	14125	438.04-					D	
T7	421702	00146	001	11/4/2016		11011610434158	BCBS 120116-010117							
						Cash	00018481		438.04-				AA	
PN	9203587			11/28/2016	00510	BLUE CROSS & BLUE SHIELD OF AL	14125	20,642.72-					D	
T7	421703	00510	001	11/4/2016		11011610434159	BCBS 120116-010117							
						Cash	00018481		20,642.72-				AA	
PN	9203587			11/28/2016	00511	BLUE CROSS & BLUE SHIELD OF AL	14125	39,490.24-					D	
T7	421705	00511	001	11/4/2016		11011610434160	BCBS 120116-010117							
						Cash	00018481		39,490.24-				AA	
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	5,303.45-					D	
T7	422702	00001	001	11/18/2016		111416907063	BCBS 120116-010117							
						Cash	00018481		5,303.45-				AA	
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	19,530.22-					D	
T7	422902	00001	001	11/18/2016		11151611311847	BCBS 120116-010117							
						Cash	00018481		19,530.22-				AA	
PN	9203587			11/28/2016	00103	BLUE CROSS & BLUE SHIELD OF AL	14125	337.02-					D	
T7	422903	00103	001	11/18/2016		11151611311848	BCBS 120116-010117							

Document Payment				Date Payment	Co. G/L Class	Name Invoice Number	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description		Payment Amount	G/L Distribution					
								Discount Taken						
						Cash	00018481		337.02-	AA				
PN	9203587			11/28/2016	00104	BLUE CROSS & BLUE SHIELD OF AL	14125	136.83-					D	
T7	422904	00104	001	11/18/2016		11151611311849	BCBS 120116-010117							
						Cash	00018481		136.83-	AA				
PN	9203587			11/28/2016	00105	BLUE CROSS & BLUE SHIELD OF AL	14125	1,621.74-					D	
T7	422906	00105	001	11/18/2016		11151611311850	BCBS 120116-010117							
						Cash	00018481		1,621.74-	AA				
PN	9203587			11/28/2016	00106	BLUE CROSS & BLUE SHIELD OF AL	14125	91.22-					D	
T7	422907	00106	001	11/18/2016		11151611311851	BCBS 120116-010117							
						Cash	00018481		91.22-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	15,281.15-					D	
T7	422908	00111	001	11/18/2016		11151611311852	BCBS 120116-010117							
						Cash	00018481		15,281.15-	AA				
PN	9203587			11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	3,102.83-					D	
T7	422909	00120	001	11/18/2016		11151611311853	BCBS 120116-010117							
						Cash	00018481		3,102.83-	AA				
PN	9203587			11/28/2016	00140	BLUE CROSS & BLUE SHIELD OF AL	14125	810.87-					D	
T7	422910	00140	001	11/18/2016		11151611311854	BCBS 120116-010117							
						Cash	00018481		810.87-	AA				
PN	9203587			11/28/2016	00143	BLUE CROSS & BLUE SHIELD OF AL	14125	3,824.13-					D	
T7	422911	00143	001	11/18/2016		11151611311855	BCBS 120116-010117							
						Cash	00018481		3,824.13-	AA				
PN	9203587			11/28/2016	00144	BLUE CROSS & BLUE SHIELD OF AL	14125	1,421.55-					D	
T7	422912	00144	001	11/18/2016		11151611311856	BCBS 120116-010117							

Document Payment Ty	Voucher	Co.	Item	Date Payment Voucher	Co. G/L Class	Name Invoice Number Account Description	Address Number Remark Account Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
								Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		1,421.55-				AA	
PN	9203587			11/28/2016	00146	BLUE CROSS & BLUE SHIELD OF AL	14125	45.61-					D	
T7	422913	00146	001	11/18/2016		11151611311857	BCBS 120116-010117							
						Cash	00018481		45.61-				AA	
PN	9203587			11/28/2016	00510	BLUE CROSS & BLUE SHIELD OF AL	14125	2,682.54-					D	
T7	422914	00510	001	11/18/2016		11151611311858	BCBS 120116-010117							
						Cash	00018481		2,682.54-				AA	
PN	9203587			11/28/2016	00511	BLUE CROSS & BLUE SHIELD OF AL	14125	4,974.50-					D	
T7	422915	00511	001	11/18/2016		11151611311859	BCBS 120116-010117							
						Cash	00018481		4,974.50-				AA	
PN	9203587			11/28/2016	00143	BLUE CROSS & BLUE SHIELD OF AL	14125	392.43-					D	
PV	423463	00143	001	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		392.43-				AA	
PN	9203587			11/28/2016	00143	BLUE CROSS & BLUE SHIELD OF AL	14125	91.22-					D	
PV	423463	00143	002	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		91.22-				AA	
PN	9203587			11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	392.43-					D	
PV	423463	00143	003	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		392.43-				AA	
PN	9203587			11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	91.22-					D	
PV	423463	00143	004	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		91.22-				AA	
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	91.22-					D	
PV	423463	00143	005	11/28/2016		11282016	BCBS 120116-010117							

Document Payment				Date Payment	Co. G/L Class	Name Invoice Number	Address Number Remark	Amounts		LT PC PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Payment Amount	G/L Distribution			
						Cash	00018481		91.22-		AA	
PN	9203587			11/28/2016	00143	BLUE CROSS & BLUE SHIELD OF AL	14125	45.61			D	
PV	423463	00143	006	11/28/2016		11282016	BCBS 120116-010117					
						Cash	00018481		45.61		AA	
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	867.93-			D	
PV	423463	00143	007	11/28/2016		11282016	BCBS 120116-010117					
						Cash	00018481		867.93-		AA	
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	337.02-			D	
PV	423463	00143	008	11/28/2016		11282016	BCBS 120116-010117					
						Cash	00018481		337.02-		AA	
PN	9203587			11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	472.69-			D	
PV	423463	00143	009	11/28/2016		11282016	BCBS 120116-010117					
						Cash	00018481		472.69-		AA	
PN	9203587			11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	732.26-			D	
PV	423463	00143	010	11/28/2016		11282016	BCBS 120116-010117					
						Cash	00018481		732.26-		AA	
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	472.69-			D	
PV	423463	00143	011	11/28/2016		11282016	BCBS 120116-010117					
						Cash	00018481		472.69-		AA	
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	10.96-			D	
PV	423463	00143	012	11/28/2016		11282016	BCBS 120116-010117					
						Cash	00018481		10.96-		AA	
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	472.69-			D	
PV	423463	00143	013	11/28/2016		11282016	BCBS 120116-010117					

Document				Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution					
						Cash	00018481		472.69-	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	10.96-					D	
PV	423463	00143	014	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		10.96-	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	472.69-					D	
PV	423463	00143	015	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		472.69-	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	10.96-					D	
PV	423463	00143	016	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		10.96-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	472.69-					D	
PV	423463	00143	017	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		472.69-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	10.96-					D	
PV	423463	00143	018	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		10.96-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	472.69-					D	
PV	423463	00143	019	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		472.69-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	10.96-					D	
PV	423463	00143	020	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		10.96-	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	472.69-					D	
PV	423463	00143	021	11/28/2016		11282016	BCBS 120116-010117							

Document		Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger	Type	Tax Amount
Ty	Payment Voucher Co. Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount	G/L Distribution						
						Discount Taken							
				Cash	00018481		472.69-	AA					
PN	9203587	11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	10.96-						D	
PV	423463 00143 022	11/28/2016		11282016	BCBS 120116-010117								
				Cash	00018481		10.96-	AA					
PN	9203587	11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	472.69-						D	
PV	423463 00143 023	11/28/2016		11282016	BCBS 120116-010117								
				Cash	00018481		472.69-	AA					
PN	9203587	11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	10.96-						D	
PV	423463 00143 024	11/28/2016		11282016	BCBS 120116-010117								
				Cash	00018481		10.96-	AA					
PN	9203587	11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	472.69-						D	
PV	423463 00143 025	11/28/2016		11282016	BCBS 120116-010117								
				Cash	00018481		472.69-	AA					
PN	9203587	11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	10.96-						D	
PV	423463 00143 026	11/28/2016		11282016	BCBS 120116-010117								
				Cash	00018481		10.96-	AA					
PN	9203587	11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	472.69-						D	
PV	423463 00143 027	11/28/2016		11282016	BCBS 120116-010117								
				Cash	00018481		472.69-	AA					
PN	9203587	11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	10.96-						D	
PV	423463 00143 028	11/28/2016		11282016	BCBS 120116-010117								
				Cash	00018481		10.96-	AA					
PN	9203587	11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	472.69-						D	
PV	423463 00143 029	11/28/2016		11282016	BCBS 120116-010117								

Document				Date	Co.	Name	Address Number	Amounts				Tax Amount		
Payment Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	
						Cash	00018481		472.69-	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	10.96-					D	
PV	423463	00143	030	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		10.96-	AA				
PN	9203587			11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	472.69-					D	
PV	423463	00143	031	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		472.69-	AA				
PN	9203587			11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	732.26-					D	
PV	423463	00143	032	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		732.26-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	472.69-					D	
PV	423463	00143	033	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		472.69-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	10.96-					D	
PV	423463	00143	034	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		10.96-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-					D	
PV	423463	00143	035	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		372.69-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-					D	
PV	423463	00143	036	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		110.96-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-					D	
PV	423463	00143	037	11/28/2016		11282016	BCBS 120116-010117							

12/6/2016 Item EA2

Document				Date	Co.	Name	Address Number	Amounts				Tax Amount		
Ty	Payment Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger /Type	Tax Amount
						Cash	00018481		372.69-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-					D	
PV	423463	00143	038	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		110.96-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-					D	
PV	423463	00143	039	11/28/2016		11282016	BCBS 120116-010117							
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PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-					D	
PV	423463	00143	040	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		110.96-	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-					D	
PV	423463	00143	041	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		372.69-	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-					D	
PV	423463	00143	042	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		110.96-	AA				
PN	9203587			11/28/2016	00511	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-					D	
PV	423463	00143	043	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		372.69-	AA				
PN	9203587			11/28/2016	00511	BLUE CROSS & BLUE SHIELD OF AL	14125	832.26-					D	
PV	423463	00143	044	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		832.26-	AA				
PN	9203587			11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-					D	
PV	423463	00143	045	11/28/2016		11282016	BCBS 120116-010117							

Document Payment				Date Payment	Co. G/L Class	Name Invoice Number	Address Number Remark	Amounts		LT	PC	PI	Subledger /Type	Tax Amount
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Payment Amount	G/L Distribution					
								Discount Taken						
						Cash	00018481		372.69-	AA				
PN	9203587			11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-					D	
PV	423463	00143	046	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		110.96-	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-					D	
PV	423463	00143	047	11/28/2016		11282016	BCBS 120116-010117							
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PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-					D	
PV	423463	00143	048	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		110.96-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-					D	
PV	423463	00143	049	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		372.69-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-					D	
PV	423463	00143	050	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		110.96-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-					D	
PV	423463	00143	051	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		372.69-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-					D	
PV	423463	00143	052	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		110.96-	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-					D	
PV	423463	00143	053	11/28/2016		11282016	BCBS 120116-010117							

Document		Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger	Type	Tax Amount
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number	Remark	Account Number	Payment Amount	Discount Taken	G/L Distribution		
						Cash		00018481			372.69-	AA	
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125		110.96-				D
PV	423463	00143	054	11/28/2016		11282016	BCBS 120116-010117						
						Cash		00018481			110.96-	AA	
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125		372.69-				D
PV	423463	00143	055	11/28/2016		11282016	BCBS 120116-010117						
						Cash		00018481			372.69-	AA	
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125		110.96-				D
PV	423463	00143	056	11/28/2016		11282016	BCBS 120116-010117						
						Cash		00018481			110.96-	AA	
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125		372.69-				D
PV	423463	00143	057	11/28/2016		11282016	BCBS 120116-010117						
						Cash		00018481			372.69-	AA	
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125		110.96-				D
PV	423463	00143	058	11/28/2016		11282016	BCBS 120116-010117						
						Cash		00018481			110.96-	AA	
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125		372.69-				D
PV	423463	00143	059	11/28/2016		11282016	BCBS 120116-010117						
						Cash		00018481			372.69-	AA	
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125		110.96-				D
PV	423463	00143	060	11/28/2016		11282016	BCBS 120116-010117						
						Cash		00018481			110.96-	AA	
PN	9203587			11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125		372.69-				D
PV	423463	00143	061	11/28/2016		11282016	BCBS 120116-010117						

Document				Date	Co.	Name	Address Number	Amounts							
Ty	Voucher	Co.	Item	Payment Voucher	G/L Class	Invoice Number Account Description	Remark Account Number	Payment Amount Discount Taken	G/L Distribution	LT	PC	PI	Subledger	Type	Tax Amount
						Cash	00018481		372.69-	AA					
PN	9203587			11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-						D	
PV	423463	00143	062	11/28/2016		11282016	BCBS 120116-010117								
						Cash	00018481		110.96-	AA					
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-						D	
PV	423463	00143	063	11/28/2016		11282016	BCBS 120116-010117								
						Cash	00018481		110.96-	AA				D	
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-						D	
PV	423463	00143	064	11/28/2016		11282016	BCBS 120116-010117								
						Cash	00018481		372.69-	AA				D	
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-						D	
PV	423463	00143	065	11/28/2016		11282016	BCBS 120116-010117								
						Cash	00018481		372.69-	AA				D	
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-						D	
PV	423463	00143	066	11/28/2016		11282016	BCBS 120116-010117								
						Cash	00018481		110.96-	AA				D	
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-						D	
PV	423463	00143	067	11/28/2016		11282016	BCBS 120116-010117								
						Cash	00018481		372.69-	AA				D	
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-						D	
PV	423463	00143	068	11/28/2016		11282016	BCBS 120116-010117								
						Cash	00018481		110.96-	AA				D	
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-						D	
PV	423463	00143	069	11/28/2016		11282016	BCBS 120116-010117								

Document		Date	Co.	Name	Address Number	Amounts		LT	PC	PI	Subledger	Type	Tax Amount
Payment		Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L						
Type	Voucher	Voucher		Account Description	Account Number	Discount Taken	Distribution						
				Cash	00018481		372.69-	AA					
PN	9203587	11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-						D	
PV	423463	00143	070	11/28/2016	11282016								BCBS 120116-010117
				Cash	00018481		110.96-	AA					
PN	9203587	11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-						D	
PV	423463	00143	071	11/28/2016	11282016								BCBS 120116-010117
				Cash	00018481		372.69-	AA					
PN	9203587	11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	832.26-						D	
PV	423463	00143	072	11/28/2016	11282016								BCBS 120116-010117
				Cash	00018481		832.26-	AA					
PN	9203587	11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-						D	
PV	423463	00143	073	11/28/2016	11282016								BCBS 120116-010117
				Cash	00018481		372.69-	AA					
PN	9203587	11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-						D	
PV	423463	00143	074	11/28/2016	11282016								BCBS 120116-010117
				Cash	00018481		110.96-	AA					
PN	9203587	11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-						D	
PV	423463	00143	075	11/28/2016	11282016								BCBS 120116-010117
				Cash	00018481		372.69-	AA					
PN	9203587	11/28/2016	00120	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-						D	
PV	423463	00143	076	11/28/2016	11282016								BCBS 120116-010117
				Cash	00018481		110.96-	AA					
PN	9203587	11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-						D	
PV	423463	00143	077	11/28/2016	11282016								BCBS 120116-010117

..... Document				Date	Co.	Name	Address Number	..... Amounts				Tax Amount		
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution					
						Cash	00018481		372.69-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-					D	
PV	423463	00143	078	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		110.96-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-					D	
PV	423463	00143	079	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		372.69-	AA				
PN	9203587			11/28/2016	00111	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-					D	
PV	423463	00143	080	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		110.96-	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	372.69-					D	
PV	423463	00143	081	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		372.69-	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	110.96-					D	
PV	423463	00143	082	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		110.96-	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	483.65					D	
PV	423463	00143	083	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		483.65	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	483.65					D	
PV	423463	00143	084	11/28/2016		11282016	BCBS 120116-010117							
						Cash	00018481		483.65	AA				
PN	9203587			11/28/2016	00001	BLUE CROSS & BLUE SHIELD OF AL	14125	1,204.95					D	
PV	423463	00143	085	11/28/2016		11282016	BCBS 120116-010117							

Document				Date	Co.	Name	Address Number	Amounts				Tax Amount		
Payment				Payment	G/L Class	Invoice Number	Remark	Payment Amount	G/L	LT	PC	PI	Subledger /Type	
Ty	Voucher	Co.	Item	Voucher		Account Description	Account Number	Discount Taken	Distribution					
						Cash	00018481		1,204.95				AA	
Totals for Bank Account								436,872.10-	436,872.10-					
Totals for Batch								436,872.10-	436,872.10-					
User Total								436,872.10-	436,872.10-					
Grand Total								436,872.10-	436,872.10-					

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	OTHER STAFF RECOMMENDATIONS: - BUILDING INSPECTION
Item Status:	New
Submitted By:	Kim Nelson
From:	Mike Howell, CBO, CFM Kim Nelson, Office Administrator, CFM
ITEM TITLE	
New Road Name - Unnamed Road off County Road 112 to Denton Ford Road	
STAFF RECOMMENDATION	
Approve the new road name of Unnamed Road off County Road 112 to <i>Denton Ford Road</i> .	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	Yes
Date(s) of Previous Commission Action:	Worksession - November 22, 2016
<p>Staff is requesting naming the Unnamed Road off County Road 112 to <i>Denton Ford Road</i>. It was brought to our attention by a citizen that the road does not have a road sign identifying it. Historically the road has been known as Denton Fork Road and Denton Ford Road.</p> <p>At the Work Session of November 22, 2016, it was determined that there is a cemetery (High Pine Cemetery) located at the end of the road and that this request compiles with Road Name Policy #4.3.</p>	
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	

Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	Road Name Policy #4.3
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	<p>Bay Minette Administration staff to prepare letter and notify E911 Addressing. Bay Minette Highway Department/Sign Division to install new road sign.</p> <p>Contact person:</p> <p>Ms. Christine Heger - Director E911 Addressing P. O. Box 924 Robertsdale, AL 36567</p> <p>Building Inspection staff</p>
ATTACHMENTS	
<p>1. Denton Ford Road.pdf 2. Policy 4.3 - Road Name Policy</p>	
APPROVALS	
Budget	
Personnel	
Administration	Keri Green 12/1/2016 8:50:18 AM
Chairman and County Administrator	Ronald Cink 12/1/2016 9:21:14 AM

Proposed Road Name - Denton Ford Road





BALDWIN COUNTY COMMISSION

POLICY #4.3	
Subject	Road Name Policy
Date Adopted	March 17, 2009
Agenda Item	Agenda Item E 25, Minutes pg. 11
Obsolete Versions	May 16, 1995 Minute Book 16, pg. 177-179 October 4, 2005 Minutes pg. 11-13 February 19, 2008 Minutes pg. 26

POLICY STATEMENT

This policy allows the Baldwin County Building Official to approve a **Road Name Change** or a **New Road Name** application and submit to E911 Addressing and or the Baldwin County Commission for approval as directed by [Resolution #2017-036 dated December 6, 2016](#).

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. An application is received by the Building Inspection Department. They in turn verify that all information is correct and that the requirements are met and processed accordingly.
2. If the application is for a **New Road Name** and all requirements have been met, the application is forwarded to E911 Addressing for processing.
3. The Building Official shall have the authority to reject any proposed New Road Name that in his opinion may increase the unauthorized removal of the road name sign.

4. If the application is for a **Road Name Change**, the following will apply:
 - a. Building Inspection staff receives request from either E911 Addressing or the Public, maps out the road and verifies all information is correct.
 - b. A non-refundable processing fee of \$50.00 must accompany the application.
 - c. Building Inspection staff presents request to the Baldwin County Commission at a work session. If at the work session there are no issues or questions, the request is then forwarded to the Baldwin County Commission for approval at the next regularly scheduled meeting.
 - d. Once the request is approved by the Baldwin County Commission, the request is forwarded to the Sign Division of The Baldwin County Highway Department for ordering of sign and installation, and a letter sent to E911 Addressing notifying of Road Name Change.

FORMS/ATTACHMENTS/EXHIBITS

1. [Resolution #2017-036 of the Baldwin County Commission – adopted 20161206](#)
2. [New Road Name petition \(application\) – revised 20161206](#)
3. [Road Name Change petition \(application\) – revised 20161206](#)

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	OTHER STAFF RECOMMENDATIONS: - JUVENILE DETENTION
Item Status:	New
Submitted By:	Ron Ballard
From:	Ronald Ballard, Juvenile Detention Center Director
ITEM TITLE	
Department of Youth Services (DYS) Part 1 and Part 2 Grant/Subsidy Agreement Fiscal Year 2016-2017	
STAFF RECOMMENDATION	
<p>Take the following actions:</p> <p>1) Execute the Alabama Department of Youth Services Part 1 Grant/Subsidy Agreement Fiscal Year 2016-2017, which awards the Baldwin County Regional Juvenile Detention Center \$14,000 per county for providing 6 counties at a minimum of one bed per day per county for a total of \$84,000 for the following counties: Baldwin, Choctaw, Clarke, Conecuh, Escambia and Washington; and</p> <p>2) Execute the Alabama Department of Youth Services Part 2 Grant/Subsidy Agreement Fiscal Year 2016-2017, which awards the Baldwin County Regional Juvenile Detention Center \$69,966 for the population of the regional service area. The formula provides \$0.2682012 per person based on the 2010 U.S. Census; and</p> <p>3) Authorize the Commission Chairman to sign the agreement and any related documents.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>The Baldwin County Regional Juvenile Detention Center in correlation with the Alabama Department of Youth Services provides a safe and secure environment for juveniles accused of committing a criminal act or are a risk to public safety, pending adjudication by the court. The Subsidy/Grant amount incorporates the distribution formula as required by Legislative Act 16-116.</p>	
FINANCIAL IMPACT	

Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	Yes
Does this documentation require County Attorney's review and approval?	No
Is this routine documentation reviewed and approved by Department Head?	Yes
Has the documentation been reviewed and approved by the Department Head?	Yes
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Please mail the signed agreement to: Department of Youth Services Attn: LeTonya Bowman P.O. Box 66 Mount Meigs, AL. 36057
ATTACHMENTS	
1. Department of Youth Services - FY17 Grant Agreement for Local Detention Center Subsidy.pdf	
APPROVALS	
Budget	
Personnel	
Administration	Keri Green 11/30/2016 9:33:17 AM
Chairman and County Administrator	Chris Elliott 11/30/2016 2:58:8 PM

STATE OF ALABAMA

DEPARTMENT OF YOUTH SERVICES

ROBERT BENTLEY
GOVERNOR

POST OFFICE Box 66
MT. MEIGS, ALABAMA 36057

STEVEN P. LAFRENIERE
EXECUTIVE DIRECTOR

November 2, 2016

Mr. Charles F. Gruber, Chairman
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

4 BCC
RB
KC

Dear Mr. Gruber:

Please find the enclosed FY 2017 grant agreement for the Local Detention Center Subsidy. This agreement incorporates the new distribution formula as required by Legislative Act 16-116. Population numbers are based on the 2010 U. S. Census.

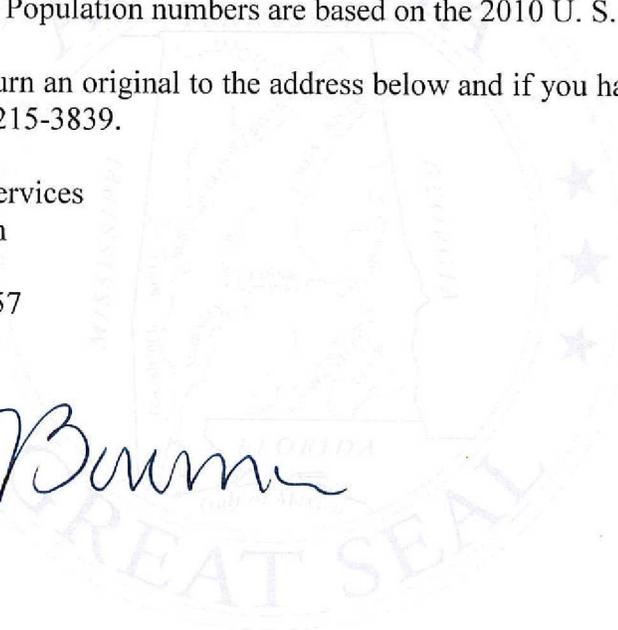
Once signed, please return an original to the address below and if you have any questions please call me at (334) 215-3839.

Department of Youth Services
Attn: LeTonya Bowman
P.O. Box 66
Mount Meigs, AL 36057

Sincerely,



LeTonya Bowman
Chief Accountant



**ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
Fiscal Year 2016 – 2017**

The Alabama Department of Youth Services hereby awards to **Baldwin County Commission** (hereinafter called Recipient) the total amount of **One hundred fifty-three thousand, nine hundred sixty-six and no/100 dollars (\$153,966.00)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975). These funds shall provide at least one detention bed for each of the following counties: **Baldwin, Choctaw, Clarke, Conecuh, Escambia, Washington**. These funds are formula driven by Legislative Act 16-116 as summarized in the table below.

#	#	Part I	Part II			2010 U S Census
Beds	COs	\$14,000	\$0.2682012		FY16	Combined County
		per county	per person		TOTAL	Population
30	6	84,000	69,966		153,966	291,085

The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2016.

Accepted by: _____ Title _____

Alabama Department of Youth Services

Steven P. Lafreniere
Executive Director

Legal Counsel
Reviewed for legal form.

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	OTHER STAFF RECOMMENDATIONS: - PERSONNEL
Item Status:	New
Submitted By:	Andrea Rider
From:	Andrea Roberson, Personnel Director
ITEM TITLE	
Personnel Appeals Board Decision - Employee #183590	
STAFF RECOMMENDATION	
<p>Acknowledge and consider the attached recommendation of the Personnel Appeals Board and choose one of the following:</p> <p>1) Approve the recommendation of the Personnel Appeals Board, and affirm the decision to terminate employee #183590, OR</p> <p>2) Disapprove the recommendation of the Personnel Appeals Board, and reverse the decision to terminate employee #183590 and reinstate to previous position with back pay, OR</p> <p>3) Modify the recommendation of the Personnel Appeals Board, so as to provide for a disciplinary action less stringent than action recommended by the Personnel Appeals Board.</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
<p>A recommendation was made by the Development and Environmental Director to terminate the employment of an employee on September 26, 2016. An informal pre-disciplinary hearing was held on September 28, 2016. The County Administrator upheld the recommendation of the Development and Environmental Director to terminate the employment of the employee to be effective at the end of business on September 29, 2016.</p> <p>The Personnel Appeals Board met on November 9, 2016, to hear the employee's appeal of this decision. At the conclusion of the hearing, the Board unanimously affirmed the recommendation of the Development and Environmental Director that the employee be terminated from employment with Baldwin County Commission. All decisions of the Board are recommendations to the County Commission which shall act upon the recommendation at its</p>	

next regular or specially called meeting. The commission must vote its approval, disapproval, or modification (if the modification is less stringent than that of the Board).

From any adverse decision of the County Commission, the employee may appeal the decision to the Circuit Court of Baldwin County for a non-jury trial, provided he/she files the appeal within seven (7) days of the adverse decision taken.

FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals set forth in the Strategic Plan?	Yes
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	Personnel Appeals Hearing Procedures
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	Yes
Open funded position?	No
Newly created position?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	No
ATTACHMENTS	
1. Board Recommendation (CONFIDENTIAL).pdf	
APPROVALS	
Budget	
Personnel	Andrea Rider 11/17/2016 9:24:52 AM
Administration	Keri Green 11/23/2016 1:27:44 PM
Chairman and County Administrator	Chris Elliott 11/28/2016 9:55:46 AM

BALDWIN COUNTY COMMISSION AGENDA ACTION FORM	
Meeting Type:	Baldwin County Commission – Regular
Meeting Date:	12/06/2016
Placement of Item on the Agenda:	OTHER STAFF RECOMMENDATIONS: - PERSONNEL
Item Status:	New
Submitted By:	Andrea Rider
From:	Brian Peacock, CIS Director Andrea Roberson, Personnel Director
ITEM TITLE	
Request for Leave of Absence	
STAFF RECOMMENDATION	
<p>At the request of the CIS Director, approve a Leave of Absence for employee #186128 (a probationary employee), commencing on November 28, 2016, and ending February 24, 2017, as outlined in the Baldwin County Employee Handbook, Section IV. I. "If an employee exhausts all of his or her annual, sick and FMLA leave and still needs additional time off for personal or health reason, he or she may apply for an unpaid leave of absence for a period of up to three (3) months. The request for leave must be given to the employee's supervisor and Appointed Department Head at least thirty (30) days prior to the start of the requested leave date unless the leave is an emergency. Any request for leave of absences must be approved or denied by the County Commission."</p>	
BACKGROUND INFORMATION	
Previous Commission Action/Background Information:	No
FINANCIAL IMPACT	
Does the recommendation have a financial impact?	No
LEGAL IMPACT	
Are there any legal documents required to be executed if this recommendation is approved?	No
ADVERTISING REQUIREMENTS	
Is advertising required for this recommendation?	No
CONSISTENCY WITH B.C. STRATEGIC PLAN - 2006-2016	
Is the recommendation applicable to the goals	Yes

set forth in the Strategic Plan?	
POLICY IMPACT	
Is the recommendation consistent with Commission Policy?	Yes
Which Commission policy is applicable to this recommendation?	Personnel Policy IV.H. Leave of Absence
PERSONNEL IMPACT	
Does the recommendation have personnel impact?	Yes
Open funded position?	No
Newly created position?	No
IMPLEMENTATION	
Is implementation for this item time sensitive?	Yes
Required Action and Time Line for Implementation:	Letter to employee information the approval or denial of the requested leave of absence.
Department(s)/Individual(s) responsible for follow up activities and specific actions required:	Personnel
ATTACHMENTS	
N/A	
APPROVALS	
Budget	
Personnel	Andrea Rider 11/30/2016 3:27:54 PM
Administration	Keri Green 11/30/2016 3:58:33 PM
Chairman and County Administrator	Ronald Cink 11/30/2016 4:01:26 PM