

# **Baldwin County Commission**



## **Baldwin County Commission Work Session Meeting Agenda**

**Tuesday, May 14, 2019  
8:30 AM**

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

District 1 – Commissioner James E. Ball  
District 2 – Commissioner Joe Davis, III  
District 3 – Commissioner Billie Jo Underwood  
District 4 – Commissioner Charles F. Gruber

Wayne A. Dyess, County Administrator

All supporting documentation for the agenda can be viewed in the File ID link of each item. Revisions to agenda items or supporting documentation made after the initial publication are denoted by an asterisk.

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

### **A ELECTED OFFICIALS**

- A1** Space Allocation in County Facilities - Allocation of Space at the Baldwin County Courthouse in Bay Minette, Alabama and Adoption of Resolution #2019-082 [19-1132](#)

### **B BUDGET/PURCHASING**

- B1** Baldwin County Resurfacing Projects 2019: Group #3 - BCR-2019-3 [19-1127](#)
- B2** Competitive Bid #WG17-21 - Provision of Aftermarket Heavy Duty Truck Parts for the Baldwin County Commission [19-1187](#)
- B3** Competitive Bid #WG19-22A - Provision of Uniforms for the Baldwin County Sheriff's Office and Corrections Center [19-1164](#)
- B4** Competitive Bid #WG19-27A - Provision of Road Signs for the Baldwin County Commission [19-1214](#)
- B5** Competitive Bid #WG19-32 - Provision of Services to Convert Microfilm to Digital Images for the Baldwin County Revenue Commission [19-1121](#)
- B6** Competitive Bid #WG19-34 - Purchase of Equipment for Multi-channel Video and Streaming Server for the Baldwin County Commission [19-1143](#)
- B7** Competitive Bid #WG19-35 - Purchase and Delivery of Pre-cast Concrete Restroom Building at the Bicentennial Park Located in Bay Minette, Alabama for the Baldwin County Commission [19-1182](#)
- B8** Competitive Bid #WG19-36 - Provision of Fleet Fuel Management Program for the Baldwin County Commission [19-1206](#)
- B9** Competitive Bid #WG19-38 - Provision of Hydraulic Mulches for the Baldwin County Commission [19-1189](#)
- B10** Competitive Bid #WG19-39 - Annual Sand Removal, Sifting and Disposition of sand from County Right-of-Ways onto the Beach on the Fort Morgan Peninsula for the Baldwin County Commission [19-1194](#)
- B11** Competitive Bid #WG19-40 - Provision of Emulsified Asphalt (Bituminous Materials) for the Baldwin County Commission [19-1200](#)



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- |            |  |                                |
|------------|--|--------------------------------|
| <b>B12</b> | Competitive Bid #WG19-41 - Provision of Off-site Printing, Imaging and Mailing of Tax Notices for the Baldwin County Revenue Commissioner                              | <a href="#"><u>19-1201</u></a> |
| <b>B13</b> | Fiscal Year 2018-2019 Mid-year Budget Amendment - Resolution #2019-083   | <a href="#"><u>19-1183</u></a> |
| <b>B14</b> | Request for Proposals (RFP) for Eastern Shore Metropolitan Planning Organization Long Range Transportation Plan for the Baldwin County Commission                      | <a href="#"><u>19-1179</u></a> |
| <b>B15</b> | Request for Proposals (RFP) for Temporary Clerical and Labor Services for the Baldwin County Commission  | <a href="#"><u>19-1166</u></a> |
| <b>B16</b> | Rental of Four (4) Copy Machines for Various Baldwin County Departments  | <a href="#"><u>19-1122</u></a> |
| <b>C</b>   | <b>HIGHWAY</b>   |                                |
| <b>C1</b>  | Resolution #2019-089 - 2019 High Risk Rural Roads Program for Repair of Unshielded Bridge Ends   | <a href="#"><u>19-1167</u></a> |
| <b>C2</b>  | 2019 High Risk Rural Roads Program for Unshielded Bridge Ends - Request Permission to Advertise  | <a href="#"><u>19-1211</u></a> |
| <b>C3</b>  | Alabama Department of Transportation (ALDOT) - Intersection Improvements at Bromley Road and State Highway 225 - Rescind Utility Relocation Agreement with Baldwin EMC | <a href="#"><u>19-1088</u></a> |
| <b>C4</b>  | Baldwin Regional Area Transit System (BRATS) Seasonal Summer Routes  | <a href="#"><u>19-1207</u></a> |
| <b>C5</b>  | Case S-15029 - Bridlewood Farms - Release Maintenance Bond   | <a href="#"><u>19-1126</u></a> |
| <b>C6</b>  | Case S-19023 - Kirkland Subdivision - Refund Application Fees  | <a href="#"><u>19-1186</u></a> |
| <b>C7</b>  | License Agreement No. 19006 - Perdido Street and Pound Road Right-of-Way   | <a href="#"><u>19-1169</u></a> |
| <b>C8</b>  | Edmond G. Eslava, III - Right-of-Way Acquisition Appraisal Contract  | <a href="#"><u>19-1217</u></a> |
| <b>C9</b>  | James H. Faulkner, III - Right-of-Way Acquisition Appraisal Contract   | <a href="#"><u>19-1218</u></a> |
| <b>C10</b> | James K. Green, Jr. - Right-of-Way Acquisition Appraisal Contract  | <a href="#"><u>19-1220</u></a> |
| <b>C11</b> | Transfer of a Portion of County Road 12 South to the City of Foley   | <a href="#"><u>19-1197</u></a> |
| <b>C12</b> | Weeks Bay Foundation - Request to Install Signage at Mullet Point and View Point Boat Ramps  | <a href="#"><u>19-1215</u></a> |
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**D FINANCE AND ACCOUNTING**

**D1** Additional Cash for Back-up Cash Drawer for Solid Waste Department at the MacBride Landfill [19-1125](#)

**D2** Banking Services [19-1163](#)

**E ENVIRONMENTAL MANAGEMENT (SOLID WASTE)**

**E1** Baldwin County Sewer Service Utility Easement Request - Magnolia Landfill [19-1173](#)

**E2** Baldwin County Solid Waste Uncollectible Residential Accounts [19-1198](#)

**F BUILDING INSPECTION**

**F1** Adoption of 2018 International Code Council (ICC) Building Codes and Supplemental Codes [19-1180](#)

**G PLANNING AND ZONING**

**G1** 2018-2019 Municipal Separate Storm Sewer Systems (MS4) Annual Report [19-1213](#)

**G2** Baldwin County Flood Hazard Management Plan [19-1223](#)

**G3** Discussion of Proposed Zoning Text Amendments and Master Planning Efforts [19-1222](#)

**H COMMUNICATIONS/INFORMATION SYSTEMS (CIS)**

**H1** Discussion and Demonstration from Tyler Technologies on Software and Services [19-1165](#)

**I ARCHIVES AND HISTORY**

**I1** Reproduction of Prints - Historical Painting of the Battle at Historic Blakeley State Park - "The Last Stand of Mobile" [19-1192](#)

**J BUILDING MAINTENANCE**

**J1** Sale of Six (6) Building Maintenance Department Vehicles on GovDeals.com [19-1188](#)

**K COUNCIL ON AGING**

**L EMERGENCY MANAGEMENT AGENCY (EMA)**

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- |            |   |                                |
|------------|---|--------------------------------|
| <b>L1</b>  | License to Park Vehicles on Licensor's Land Agreement between the Baldwin County Commission and the American Red Cross  | <a href="#"><u>19-1202</u></a> |
| <b>M</b>   | <b>JUVENILE DETENTION</b>   |                                |
| <b>N</b>   | <b>PERSONNEL</b>  |                                |
| <b>N1</b>  | Finance and Accounting Department - Discussion of Clerk/Treasurer Position  | <a href="#"><u>19-1195</u></a> |
| <b>O</b>   | <b>ANIMAL CONTROL</b>   |                                |
| <b>O1</b>  | Baldwin County Trap-Neuter-Return (TNR) - Renewal of Lillian Veterinary Hospital Agreement  | <a href="#"><u>19-1172</u></a> |
| <b>P</b>   | <b>ADMINISTRATION</b>   |                                |
| <b>P1</b>  | Presentation by Eye Heart World - 2018 Impact Report  | <a href="#"><u>19-1184</u></a> |
| <b>P2</b>  | Request for Assistance by Bay Minette Middle School's National Technology Student Association - Leadership Conference and Competition   | <a href="#"><u>19-1216</u></a> |
| <b>P3</b>  | Request from North Baldwin Chamber of Commerce - Moving Annual Delta Dash 5K Obstacle Course Race Event to Live Oak Landing and Discussion Regarding Annual Christmas Fest Event in Bay Minette | <a href="#"><u>19-1210</u></a> |
| <b>P4</b>  | Voting Precinct No. 43 - Use of 3Circle Church as a Voting Place  | <a href="#"><u>19-0779</u></a> |
| <b>P5</b>  | Revision of Baldwin County Commission Policy #2.23 - Reservation of Live Oak Landing and Bicentennial Park Facilities   | <a href="#"><u>19-1185</u></a> |
| <b>P6</b>  | Baldwin County Bicentennial Park  | <a href="#"><u>19-1225</u></a> |
| <b>P7</b>  | Baldwin County Commission Promotional Items   | <a href="#"><u>19-1064</u></a> |
| <b>P8</b>  | Discussion of Annual Appropriation of Public Funds  | <a href="#"><u>19-1203</u></a> |
| <b>P9</b>  | Discussion Regarding the Development of a Strategic Plan  | <a href="#"><u>19-1227</u></a> |
| <b>P10</b> | Baldwin County Investment Policy and Strategy   | <a href="#"><u>19-1221</u></a> |
| <b>Q</b>   | <b>ADDENDA</b>  |                                |
| <b>R</b>   | <b>PUBLIC COMMENT</b>   |                                |
| <b>S</b>   | <b>PRESS QUESTIONS</b>  |                                |
| <b>T</b>   | <b>COMMISSIONER COMMENTS</b>  |                                |
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**U      ADJOURNMENT**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1132, **Version:** 1

**Item #:** A1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Wayne Dyess, County Administrator

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

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### **ITEM TITLE**

Space Allocation in County Facilities - Allocation of Space at the Baldwin County Courthouse in Bay Minette, Alabama and Adoption of Resolution #2019-082

### **STAFF RECOMMENDATION**

Baldwin County Courthouse - Bay Minette

In the City of Bay Minette, and pursuant to the authority granted the Baldwin County Commission at § 11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, and without limitation, adopt Resolution #2019-082 of the Baldwin County Commission, which designates the rooms to be occupied in the Baldwin County Courthouse and further, to authorize the space allocations and offices applicable to the Baldwin County Courthouse.

(Resolution #2019-082 repeals Resolution #2017-133, adopted by the Baldwin County Commission on September 5, 2017.)

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** September 5, 2017

**Background:** According to Alabama General Law and Baldwin County Local Law, as recited in the attached resolution, the Baldwin County Commission has the sole authority to locate the courts and designate the office space to be utilized by the various county officers and/ or offices at all Baldwin County Commission facilities.

At the request of Honorable Presiding Circuit Judge Scott P. Taylor to designate additional space for court reporters and court security on the second floor of the Bay Minette Courthouse, staff is proposing the Commission to adopt the attached resolution which changes the space allocation as requested. Previously, this space was occupied by Alabama Supreme Court Justice Lyn Stuart.

The last space allocation change done for the Baldwin County Courthouse in Bay Minette was approved by Resolution #2017-133, adopted September 5, 2017. The proposed Resolution #2019-

082 would repeal Resolution #2017-133

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration - Update Space Allocations and Resolutions Library on BCAP

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

cc

Honorable Judge Taylor

Karen McGhee, Judicial Assistant [karen.mcghee@alacourt.gov](mailto:karen.mcghee@alacourt.gov)

[<mailto:karen.mcghee@alacourt.gov>](mailto:karen.mcghee@alacourt.gov)

Sherriff Hoss Mack

Chief Deputy Lowery

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

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**RESOLUTION # 2019-082  
OF THE  
BALDWIN COUNTY COMMISSION**

**EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO AUTHORIZE, BY ORDER AS ENTERED UPON THE MINUTES OF THE MAY 21, 2019, REGULAR MEETING, THE LOCATION OF THE COURTS IN THE ROOMS OF THE BALDWIN COUNTY COURTHOUSE AND DESIGNATION OF THE ROOMS TO BE OCCUPIED BY THE DIFFERENT OFFICERS ENTITLED TO ROOMS THEREIN AND PROVIDING DISCRETIONARY OFFICE SPACE TO PRESIDING CIRCUIT JUDGE SCOTT P. TAYLOR.**

WHEREAS, §11-3-11 (a) (1) of the Code of Alabama 1975 provides, in pertinent part, that the Baldwin County Commission shall have authority to direct, control and maintain the property of the county as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the officers entitled to rooms therein, including the circuit judge if resident in the county, and to change the location of the courts and the designation of the rooms for officers as it may deem best and most expedient, and this shall be done by order of the county commission entered upon the minutes of the county commission at a regular meeting of the county commission; and

WHEREAS, further, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, that the Baldwin County Commission shall have the duty, power, jurisdiction, authority and privilege to direct and control the property of Baldwin County, as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the different officers entitled to rooms therein, and to change the location of courts and designation of rooms for officers as it may deem best and most expedient; and this shall be done by order of the Commission entered upon its minutes at a regular term of the Commission.

COMES NOW, this honorable county governing body, and by this instrument, desiring to update the designation of the location of the courts in the rooms of the Baldwin County Courthouse and to update the designation of the rooms to be occupied by the officers in said Baldwin County Courthouse and, furthermore, providing discretionary office space to Presiding Circuit Judge Scott P. Taylor therein pursuant to a floor plan rendering of the first floor of said Baldwin County Courthouse which is attached as **Exhibit A** and a floor plan rendering of the second floor of said Baldwin County Courthouse which is attached as **Exhibit B**; and



BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority granted the Baldwin County Commission in §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, as referenced herein and without limitation, the Baldwin County Commission hereby, and by this instrument, deems it best and most expedient to locate the courts in the rooms of the Baldwin County Courthouse and designate the rooms to be occupied by the officers in said **Baldwin County Courthouse**, as follows:

**First Floor**

Baldwin County Courthouse  
Located at the County Seat in Bay Minette, Alabama  
(See **Exhibit A**)

**Second Floor**

Baldwin County Courthouse  
Located at the County Seat in Bay Minette, Alabama  
(See **Exhibit B**)

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as *Resolution #2019-082 of the Baldwin County Commission*, be entered and spread upon the minutes of this May 21, 2019, regular meeting (term) of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, That *Resolution #2008-112 of Baldwin County Commission*, as amended by *Resolution #2010-42*, as amended by *Resolution #2011-127*, as amended by *Resolution #2017-035*, as amended by *Resolution #2017-058*, as amended by *Resolution #2017-133*, is hereby repealed.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 21st day of May, 2019.

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Commissioner Charles F. Gruber, Chairman

ATTEST:

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Wayne Dyess, County Administrator

Exhibit A

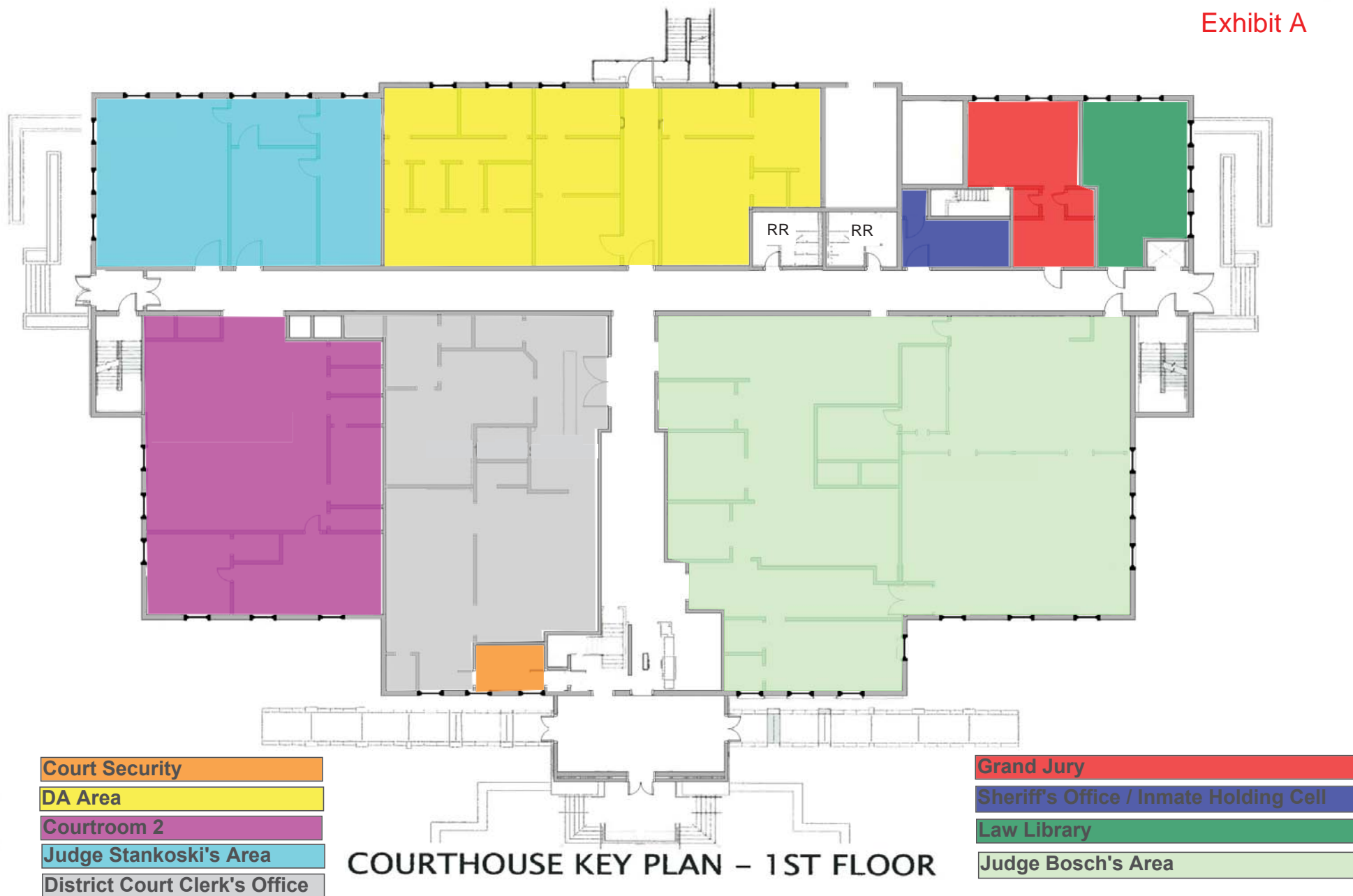
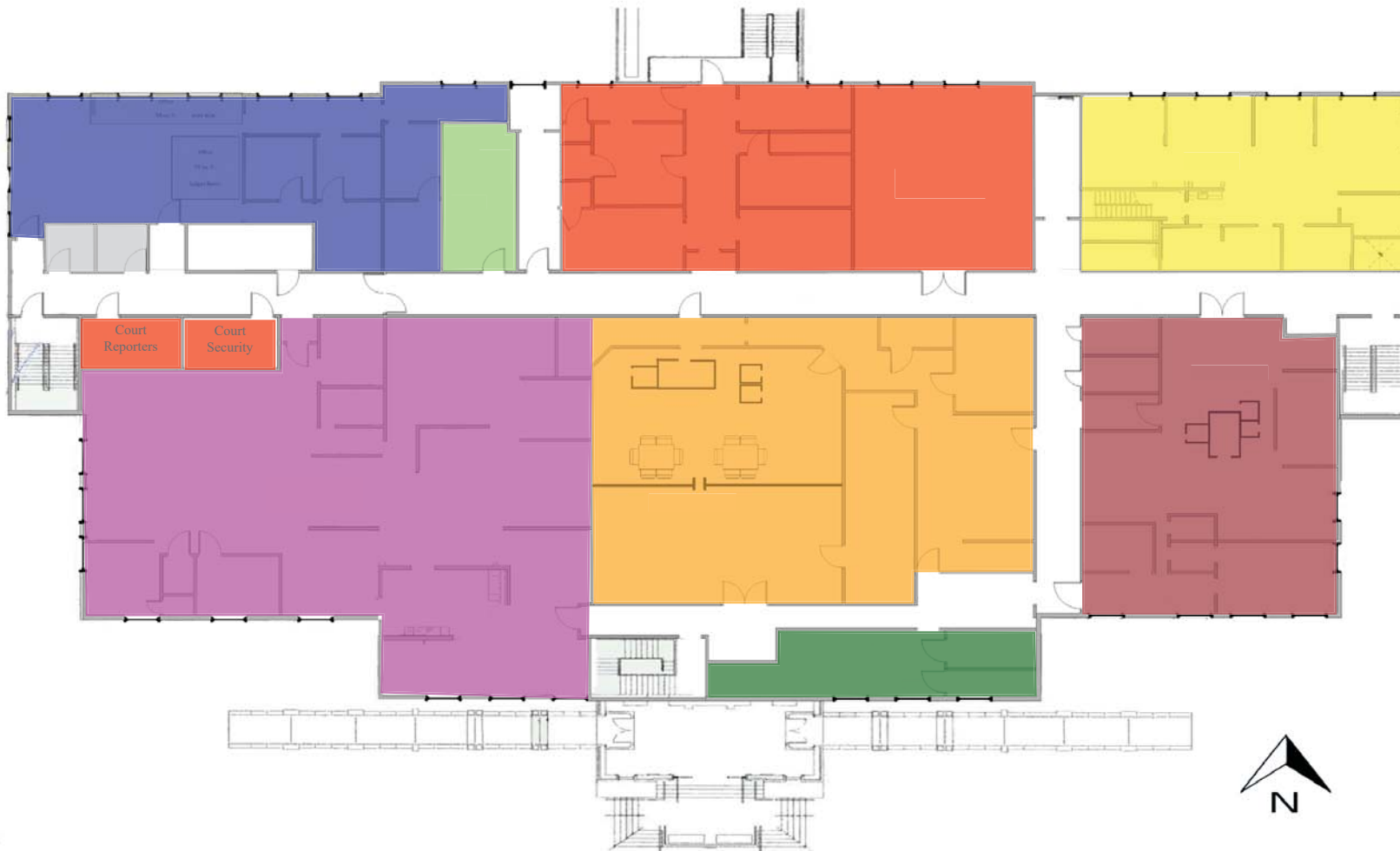


Exhibit B



COURTHOUSE KEY PLAN – 2ND FLOOR

- Judge Taylor's Area
- Court Referral
- Courtroom 7
- Video Conference Room

- District Attorney's Office
- Judge Bishop's Area
- Jury Lounge

- Judge Norton's Area
- Circuit Court Clerk Area



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1127, **Version:** 1

**Item #:** B1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

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

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

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### **ITEM TITLE**

Baldwin County Resurfacing Projects 2019: Group #3 - BCR-2019-3

### **STAFF RECOMMENDATION**

Award the bid for Baldwin County Resurfacing Projects 2019: Group #3 - BCR-2019-3 to the lowest bidder, **Ammons & Blackmon Construction, LLC, Bid Amount \$503,097.92 for Alternative 2 (lay down only)** with Baldwin County providing the plant mix; Completion Time: 60 working days; and authorize the Chairman to execute the Contract.

### **BACKGROUND INFORMATION**

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

03/06/2019 meeting: 1) Authorized the Purchasing Director to place a competitive bid for Fiscal Year 2019 Resurfacing Projects, Group 3, as the design plans are completed; and 2) Authorized the Chairman to execute any project related documents.

**Background:** Bids were opened in the Purchasing Conference Room on April 16, 2019, at 2:00 p.m. Three (3) bids were received. The lowest bid was received from Ammons & Blackmon Construction, LLC, in the bid amount of \$503,097.92 for Alternate 2 (lay down only) with Baldwin County providing the plant mix. The County will use the annual asphalt bid to supply the mix. The cost of the County supplied plant mix will be approximately \$1,484,972.67. The estimated total cost of the project including labor will be \$1,988,070.59. The Baldwin County Engineer, Joey Nunnally, has reviewed the bid responses and has submitted the certified Bid Tabulation and a letter recommending that the bid be awarded to the lowest bidder on Alternate 2, Ammons & Blackmon Construction, LLC. Bid Tabulation attached.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Total estimated cost including asphalt \$1,988,070.59

**Budget line item(s) to be used:** various project numbers

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

N/A

### **LEGAL IMPACT**

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

Standard County Contract

**Reviewed/approved by:** David Conner

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 05/21/2019

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

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

Letter to Bidders

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



## BALDWIN COUNTY

### HIGHWAY DEPARTMENT

P.O. Box 220

SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 937-0371

FAX (251) 937-0201

*JOEY NUNNALLY, P.E.  
COUNTY ENGINEER*

April 22, 2019

Baldwin County Commission  
312 Courthouse Square  
Bay Minette, AL 36507

Re: Baldwin County Resurfacing Projects FY 2019: Group 3, BCR-2019-3  
BALDWIN COUNTY  
AREA 300

Dear Commissioners:

My office has thoroughly reviewed the bids taken on April 16, 2019, for the above referenced projects. Ammons & Blackmon Construction LLC, was the low bidder under Alternative 2 (lay down only) with a bid of \$503,097.92. The County will use its annual bid to supply asphalt at a cost of approximately \$1,484,972.67. The total project cost is estimated to be around \$1,988,070.59. The estimated budget amount for FY19 Resurfacing Projects Group 3 was \$1,817,666, but underruns from Group 2 will cover this shortfall.

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

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

If you have any questions or comments, please give me a call at 251-937-0371

Sincerely,

  
Joey Nunnally, P.E.  
County Engineer

JN/msb

ATTACHMENT

cc:File

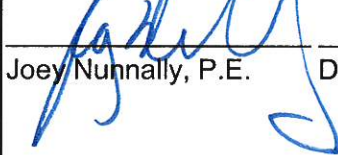


BID TAB SUMMARY - RESURFACING GROUP 3 (4/16/2019)				
	Indexed Asphalt Cost:	John G. Walton	Ammons & Blackmon	Mobile Asphalt Co.
Alternate 1 - Nine Roads - All Labor and Material	N/A	TOTAL: \$ 2,267,777.00	TOTAL: NO BID	TOTAL: NO BID
Alternate 2 - Nine Roads - All Labor and Material Except County Shall Provide Plant Mix	\$ 1,484,972.67	Lay Down: NO BID	Lay Down: \$ 503,097.92	Lay Down: \$ 523,144.00
		TOTAL: N/A	TOTAL: \$ 1,988,070.59	TOTAL: \$ 2,008,116.67
	Addendum 1	Yes	Yes	Yes
	Bid Bond Included	Yes	Yes	Yes
	Contract Included	Yes	Yes	Yes

Alternate 2 (Lay Down Only) \$ 1,988,070.59 Ammons And Blackmon. (actual low bid is \*\$503,097.92 for asphalt lay down)

ENGINEER'S CERTIFICATE:

I, JOEY NUNNALLY, P.E., COUNTY ENGINEER, HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT BID TABULATION FOR THE ABOVE REFERENCED PROJECT AND TO THE BEST OF MY KNOWLEDGE .

 4/22/19  
Joey Nunnally, P.E. Date

## ITEM IX

### **CONTRACT FOR CONSTRUCTION SERVICES**

State of Alabama     )  
County of Baldwin    )

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

#### **WITNESSETH:**

**Whereas**, the Baldwin County Commission at its May 21, 2019 meeting awarded the bid for the resurfacing of several Baldwin County road projects hereinafter referred to as **BALDWIN COUNTY RESURFACING PROJECTS 2019: Group # 3/BCR-2019-3** to Ammons and Blackmon Construction LLC., in the amount of Five Hundred Three Thousand, Ninety-Seven Dollars Ninety-Two Cents (\$ 503,097.92) with a completion time of **SIXTY (60) WORKING DAYS**;

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

- I. 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. Time is of the essence for all provisions of this Contract.
- II. 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.
- III. 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.
- IV. 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.
- V. 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.

- VI. Legal Compliance. The PROVIDER shall at all times comply with all applicable federal, state, local and municipal laws and regulations.
- VII. 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.
- VIII. 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.
- IX. 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.
- X. 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 agreement may be amended only by written instrument signed by all parties.
- XI. 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.
- XII. 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.

XIII. 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.

XIV. 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: Ammons And Blackmon Construction LLC.  
c/o Chad Ammons  
PO Box 7486  
Spanish Fort, AL 36577

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

XV. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and conditions being expressly incorporated herein by reference, and without limitation will encompass:

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

**FOR CONSTRUCTION OF BALDWIN COUNTY RESURFACING PROJECTS  
2019: Group # 3/BCR-2019-3;**

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

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

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

#### ATTACHMENTS:

The exhibits and/or attachments listed below are specifically included as a necessary part of this Contract, and the same shall not be complete without such items, to wit:

- **Construction Plans for BALDWIN COUNTY RESURFACING PROJECTS 2019: Group # 3/BCR-2019-3**
- **Scope of Work**
- **Baldwin County Asphalt Specification # WG18-40**

County and Provider/Contractor jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Contract noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

#### XVI. General Responsibilities of the COUNTY.

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

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

#### XVII. Termination of Services. The COUNTY may terminate this Contract, with or without cause or reason, by giving fifteen (15) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

#### XVIII. 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.

#### XIX. Direct Expenses. Compensation to PROVIDER for work shall be paid on contract unit prices for work completed by Provider upon approval of the County Engineer. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

- XX. 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.

In making the partial payments, there shall be retained not more than **five percent** of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and **after 50 percent completion** has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance of all work covered by the contract unless the escrow or deposit arrangement as described in Code of Alabama 1975 Section 39-2-12 subsections (f) and (g) is utilized. Provided, however, no retainage shall be withheld on contracts entered into by the Alabama Department of Transportation for the construction or maintenance of public highways, bridges, or roads.

Upon completion of work, the contractor must advertise for 30 days, once per week for 4 straight weeks in a newspaper of general circulation and provide proof of advertisement. Final payment will be made 30 days after the last day of advertisement.

- XXI. Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The Contractor shall have **SIXTY (60) WORKING DAYS** after the notification to proceed to complete the work. The contract shall terminate upon either the expiration of no more than **SIXTY (60) WORKING DAYS** after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen (15) day period, unless extended by the County. [Nothing herein stated shall prohibit the County from otherwise terminating this Contract according to the provisions herein.]
- XXII. 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.
- XXIII. Indemnification. Provider shall indemnify, defend and hold the County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. 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.

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

XXV. 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.

XXVI. Insurance. The Provider shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof: Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. (Note: The Provider shall be required to provide the insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

XXVII. Surety. As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

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

B. Value of Surety. The bond and/or surety guarantee shall be of an amount equal

to or greater than 100 percent of the total cost identified in the bid response.

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

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

XXVIII. Liquidated Damages

Liquidated damages will be assessed according to the Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition, Section 108.11.

XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Sections 39-1-1, et seq., Code of Alabama (1975), as amended. More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

"(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . . §39-1-1(f) Code of Alabama (1975), as amended.

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the

contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of Alabama (1975), as amended.

- XXIX. The public works project which is the subject of this invitation to bid is funded by County funding.

**NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.**

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

COUNTY  
BALDWIN COUNTY COMMISSION

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
Chairman /Date

\_\_\_\_\_/\_\_\_\_\_  
County Administrator /Date

PROVIDER:

\_\_\_\_\_/\_\_\_\_\_:   
By \_\_\_\_\_/Date   
Its \_\_\_\_\_

***NOTARY PAGE TO FOLLOW:***



State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, as **Chairman** of the **Baldwin County Commission**, and \_\_\_\_\_, as **County Administrator** of the Baldwin County Commission, whose names are signed to the foregoing in that capacity, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date for and as an act of the Baldwin County Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

State of Alabama)

County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, 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/she 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

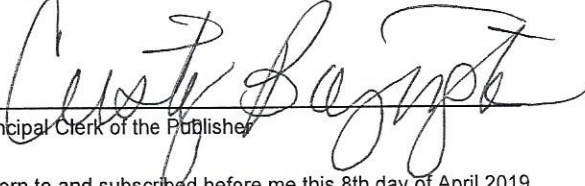
My Commission Expires: \_\_\_\_\_



State of Alabama,) ss  
County of Mobile)

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

Press Register 03/22, 03/29, 04/05/2019

  
Principal Clerk of the Publisher

Sworn to and subscribed before me this 8th day of April 2019

  
Notary Public



ADVERTISEMENT FOR BIDS  
Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama 36507, until 2:00 PM on April 16, 2019, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

BALDWIN COUNTY RESURFACING PROJECTS  
2019: Group # 3/BCR-2019-3

The estimated total tonnage of bituminous plant mix for Group 3 is 25,262 tons. Details concerning these roads and a map of their locations are included within the Contract Documents. The construction start date will be on or about July 1, 2019. If the Contractor wishes to begin work early, approval from Baldwin County must be obtained first. Sixty (60) WORKING DAYS are allowed for the construction of the project.

A Working Day is defined as any calendar day from midnight to midnight, exclusive of Sundays and Legal Holidays, on which the Contractor could proceed with construction operations. Bad weather days may be considered non-working days at Baldwin County's discretion.

All bids must be on blank forms provided in the Specifications and submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Baldwin County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than fifty thousand dollars, shall be filed with the proposal. The bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.

Specifications are on file and may be obtained in the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Plans and specifications may be obtained by contacting Tony Boutwell at 251-937-0371. TBoutwell@baldwincountyal.gov No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on April 9, 2019, at 2:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34 of the Code of Alabama (1975). In addition, non-residents of the State, if a corporation or any other entity, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, if required by law.

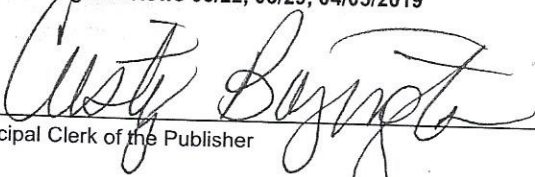
No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama. COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA  
Charles F. Gruber  
Chairman, Baldwin County Commission  
PRESS REGISTER  
March 22, 29, April 5, 2019

State of Alabama,) ss

County of Jefferson)

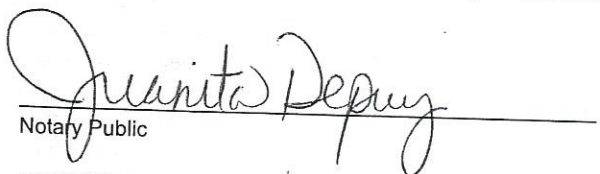
Cristy Boyington being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Birmingham News is a public newspaper published in the city of Birmingham, with general circulation in Jefferson County, and this notice is an accurate and true copy of this notice as printed in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

The Birmingham News 03/22, 03/29, 04/05/2019

  
Principal Clerk of the Publisher

Sworn to and subscribed before me this 5th day of April 2019



  
Notary Public

**ADVERTISEMENT FOR BIDS**

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No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama.

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA  
Charles F. Gruber  
Chairman, Baldwin County Commission

Bham News: March 22, 29, April 5, 2019



TO: BALDWIN COUNTY COMMISSION  
312 COURTHOUSE SQ STE 11  
BAY MINETTE, AL 36507

choose to know

**Montgomery Advertiser**  
montgomeryadvertiser.com

Daily-Montgomery, Montgomery County, AL

E-Verify#: DHS72179

**PROOF OF PUBLICATION**

State of Alabama

County of Montgomery:

Before the undersigned authority personally appeared Crystal Jones who on oath, says that she is a personal representative of the *Montgomery Advertiser*, a daily newspaper published in Montgomery, Alabama: that the attached copy of advertisement, being a Legal in the matter of:

**ADVERTISEMENT FOR BIDS SEALED PROPOSALS WILL BE RECEIVED**

Ad Number: 0003448320

Was published in said newspaper in the issue(s) of:

03/22/19, 03/29/19, 04/05/19

Affiant further says that the said *Montgomery Advertiser* is a newspaper published in said Montgomery County, Alabama, and that the said newspaper has heretofore been published in said Montgomery County, Alabama, and has been entered as second class matter at the Post Office in said Montgomery County, Alabama, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

**ADVERTISEMENT FOR BIDS**

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A performance bond in the form and terms approved by the County in an amount

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COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

Charles F. Gruber  
Chairman, Baldwin County Commission  
Mont. Adv. 3/22, 3/29, 4/5/2019  
3448320

ADVERTISEMENT FOR BIDS SEALED PROPOSALS WILL BE



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1187, **Version:** 1

**Item #:** B2

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

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

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

---

### **ITEM TITLE**

Competitive Bid #WG17-21 - Provision of Aftermarket Heavy Duty Truck Parts for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Extend Bid #WG17-21 - Provision of Aftermarket Heavy Duty Truck Parts with Fleet Pride, Inc., for an additional twelve (12) months at the same prices and terms as stated in the original bid award dated June 22, 2017. The bid extension will expire on June 22, 2020.

### **BACKGROUND INFORMATION**

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

05/16/2017 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Aftermarket Heavy Duty Truck Parts; 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.

06/22/2017 meeting: Awarded the bid to the lowest responsible bidder, who met all the specifications, Fleet Pride, Inc., for the Provision of Aftermarket Heavy Duty Truck Parts as per the attached Award Listing.

05/15/2018 meeting: Extended Bid #WG17-21 - Provision of Aftermarket Heavy Duty Truck Parts with Fleet Pride, Inc., for an additional twelve (12) months at the same prices and terms as stated in the original bid award dated June 22, 2017. The bid extension will expire on June 22, 2019.

**Background:** The Solid Waste Department is requesting that the Commission extend the bid for the Provision of Aftermarket Heavy Duty Truck Parts that was awarded to Fleet Pride, Inc., on June 22, 2017, 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, Fleet Pride, Inc., who was awarded the bid, has submitted

an email agreeing to extend the bid prices for an additional twelve (12) months. The current bid prices are attached. The extension will expire on June 22, 2020.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Variable

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 05/21/2019

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

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

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

**From:** [Fillingim, Marty](#)  
**To:** [Wanda Gautney](#)  
**Subject:** <EXTERNAL> Re: Baldwin County Commission Bid #WG17-21 - Provision of Aftermarket Heavy Duty Truck Parts  
**Date:** Wednesday, May 1, 2019 4:22:46 PM

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Wanda ,

Yes , FleetPride would like to renew for another year

Thank you for the opportunity

Marty Fillingim

On Wed, May 1, 2019 at 1:42 PM Wanda Gautney <[wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov)> wrote:

Mr. Fillingim,

Competitive Bid #WG17-21 – Provision of Aftermarket Heavy Duty Truck Parts will expire on June 22, 2019. The bid specifications included an option to renew the bid for an additional twelve (12) months if the vendor agrees, at the same prices and terms as the original bid award. Baldwin County would like to extend the bid for the last twelve (12) month period. I have attached a copy of the Award Listing for your review.

Please let me know if FleetPride, Inc., agrees to a twelve (12) month extension at the same prices and terms as the original bid award dated June 22, 2017.

Thanks

*Wanda Gautney, Purchasing Director*

*Baldwin County Purchasing Department*

*Phone: (251) 580-2520*

*Fax: (251) 580-2536*

*Email: [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov)*



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**MARTY FILLINGIM**  
TERRITORY SALES MANAGER

 251.438.2489

 251.243.3862

[marty.fillingim@fleetpride.com](mailto:marty.fillingim@fleetpride.com)

**COMPETITIVE BID #WG17-21 AWARD LISTING**

Provision of Aftermarket Heavy Truck Parts

Effective June 22, 2017 through June 22, 2018

BIDDER: FLEET PRIDE, INC.				
AMOUNT BID:		COST + 16%		
TARGET LIST				
DESCRIPTION	RECOMMENDED MFR/ITEM #	MFR/ITEM # BEING BID	U/M	UNIT PRICE
Air Tanks	Federal Hose / DRC601-4 Drain Cock 1/4	same	EACH	\$3.25
Brake Drum	Webb OTR1601B	same	EACH	\$55.00
Spring Brake	Ranger Brake OTR3030SB	same	EACH	\$29.50
Brake Shore	Meritor SDA4707Q	same	EACH	\$22.15
Hood Straps	Doorman HUN66D638	same	EACH	\$6.22
Wiper Blades	ANCO 91-16	same	EACH	\$3.95
Hub Cap Plug	Prima PL5990	same	EACH	\$0.85
Pigtail RT Angle S/T/T 3 Wire 3 Prong	Primatronics PT4993	same	EACH	\$0.95
Clamp 3-3/4 to 4-5/8 Constant Torque	Federal Hose CT450LSS	same	EACH	\$3.95
Filter	Baldwin BD7154	same	EACH	\$26.60
Filter	Baldwin BF7587	same	EACH	\$8.54
Filter	Baldwin BW5071	same	EACH	\$6.62
6" Convex Mirror w/Bracket	Primatronics PTM9206	same	EACH	\$5.50
4" Oval Flashing LED Kit	Federal Signal 607101-02	same	EACH	\$55.00
Clearance Marker Lamp	Truck Lite 30200R	same	EACH	\$1.05
Rotating Bar Pin End Bushing	Hendrickson 34013-188L	same	EACH	\$125.00
Grit Guard Hub Seal Set Drive Axle	Stemco 392-9131	same	EACH	\$36.06
Heavy Duty Anti-Spray Flap	Global Tech GT-2430HD	same	EACH	\$7.25

Fleet Pride, Inc.

5245 Hall Mill Road

Mobile, AL 36619

Attn: Maurice Fillingim

Phone: 251.438.2489

Fax: 251.438.3946





# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1164, **Version:** 1

**Item #:** B3

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Chief Deputy, Anthony Lowery/Connie Dudgeon, Finance Director

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

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### **ITEM TITLE**

Competitive Bid #WG19-22A - Provision of Uniforms for the Baldwin County Sheriff's Office and Corrections Center

### **STAFF RECOMMENDATION**

Award the bid to the lowest responsible bidder, who met the specifications, **Galls, LLC**, per the attached Award Listing.

### **BACKGROUND INFORMATION**

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

04/02/19 Meeting: 1) Awarded the bid to the lowest responsible bidders who met the specifications, Leo's Uniforms & Supply; Bob Barker Co., Inc.; Uniforms and More, LLC; Galls, LLC; and The Golden Standard Uniform Co. per the attached Award Listings; and 2) Approved the attached specifications and authorized the Purchasing Director to re-bid the items that did not meet the specifications and authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

02/05/19 meeting: 1) Approved the specifications for the Provision of Uniforms for the Baldwin County Sheriff's Office and Corrections Center and authorized the Purchasing Director 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.

**Background:** Bids were opened in the Purchasing Conference Room on April 18, 2019, at 1:30 P.M. Two (2) bids were received. The award recommendations are to the lowest responsible bidder, who met the specifications as per the attached Award Listing per line item. Several of the items required samples and brochures to be submitted so the Sheriff's Department could make sure that uniform matches their current uniforms. The Golden Standard did not submit their brochures that were required in the bid specifications. Recommend the Baldwin County

Commission award the bid to the lowest responsible bidder, Galls, LLC. Bid Tabulation attached.

One Hundred and Seventy-Four (174) Vendors registered on the County website were notified by email and sent by postal service a postcard notifying them of this solicitation.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Variable

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 05/21/2019

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

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

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

**Competitive Bid WG19-22A Award Listing**  
**Provision of Uniforms**  
**Effective May 21, 2019 through May 21, 2020**

			<b>BIDDER</b>	
			<b>Galls, LLC</b>	
<b>Item #</b>	<b>Description</b>	<b>Style</b>		
1	Raincoat Reversible Hi Visibility	5.11 Style 48125 Reversible		\$ 105.00
2	Sheriff Logo Safety Vest (w/Optional Body Worn)	Oralite Zip-Front 343R-S		\$ 78.00
3	Trousers, Men	Fechheimer42283		\$ 78.00
4	Trousers, Women	Flying Cross/ Fechheimer 47293		\$ 78.00
5	Ripstop TDU Shirt – Long Sleeve – OD Green & Khaki	5.11 Tactical #72054		\$ 42.00
	Ripstop TDU Shirt – Long Sleeve – OD Green Khaki with 5.11 Tactical Chroma Flex Template Badges 5 Point Star	5.11 Tactical Chroma Flex #81030		\$ 57.00
	Ripstop TDU Shirt – Short Sleeve – OD Green & Khaki	5.11 Tactical #81030		\$ 42.00
	Ripstop TDU Shirt – Short Sleeve – OD Green & Khaki with 5.11 Tactical Chroma Flex Template Badges 5 Point Star	5.11 Tactical Chroma Flex #81030		\$ 57.00
6	Ripstop TDU Pants – OD Green, Khaki	5.11 Tactical 74003		\$ 39.50
7	5.11 Tactical Polo Shirts – Blk, Hun Grn, Tan, Red, Whi	5.11 Tactical Style #71049		\$ 34.00
	5.11 Tactical ChromaFlex Template Badge	#81030		\$ 49.00
8	5.11 Tactical Polo Shirts – Women's Blk,Hun Grn, Tan, Red, White	5.11 Tactical Style#61165		\$ 34.00
	5.11 Tactical ChromaFlex Template Badge	#81030		\$ 49.00
9	Short Sleeve Street Shirt - Brown	Style# 8972		\$ 44.00
10	Long Sleeve Street Shirt – Brown	Style# 8971		\$ 49.00
11	Armorskin Vest – Sheriff Brown (w/Optional Body Worn)	Style# 8970		\$ 102.00
12	Ripstop BDU Armorskin – Color: Silver Tan	Style# 8470		\$ 86.00
13	Long Sleeve Ripstop Armorskin Base Shirt – Color: Silver Tan	Style# 8471		\$ 54.00
14	Short Sleeve Ripstop Armorskin Base Shirt - Color: Silver Tan	Style# 8472		\$ 46.00
15	Operational Trouser – Color: Silver Tan	Style# 8835		\$ 56.00
16	Soft Shell Active Duty Jacket	Style# 4660		\$ 110.00

**Competitive Bid WG19-22A Bid Tabulation**  
**Provision of Uniforms**

			BIDDER		BIDDER	
			Golden Standard Uniform		Galls, LLC	
Item #	Description	Style	Bid Bond	Yes	Bid Bond	Yes
1	Raincoat Reversible Hi Visibility	5.11 Style 48125 Reversible		No Bid		\$ 105.00
2	Sheriff Logo Safety Vest (w/Optional Body Worn)	Oralite Zip-Front 343R-S		No Bid		\$ 78.00
3	Trousers, Men	Fechheimer42283		No Bid		\$ 78.00
4	Trousers, Women	Flying Cross/ Fechheimer 47293		No Bid		\$ 78.00
5	Ripstop TDU Shirt – Long Sleeve – OD Green & Khaki	5.11 Tactical #72054		No Bid		\$ 42.00
	Ripstop TDU Shirt – Long Sleeve – OD Green Khaki with 5.11 Tactical Chroma Flex Template Badges 5 Point Star	5.11 Tactical Chroma Flex #81030		No Bid		\$ 57.00
	Ripstop TDU Shirt – Short Sleeve – OD Green & Khaki	5.11 Tactical #81030		No Bid		\$ 42.00
	Ripstop TDU Shirt – Short Sleeve – OD Green & Khaki with 5.11 Tactical Chroma Flex Template Badges 5 Point Star	5.11 Tactical Chroma Flex #81030		No Bid		\$ 57.00
6	Ripstop TDU Pants – OD Green, Khaki	5.11 Tactical 74003		No Bid		\$ 39.50
7	5.11 Tactical Polo Shirts – Blk, Hun Grn, Tan, Red, Whi	5.11 Tactical Style #71049		\$ 44.75		\$ 34.00
	5.11 Tactical ChromaFlex Template Badge	#81030		No Bid		\$ 49.00
8	5.11 Tactical Polo Shirts – Women's Blk,Hun Grn, Tan, Red, White	5.11 Tactical Style#61165		\$ 44.75		\$ 34.00
	5.11 Tactical ChromaFlex Template Badge	#81030		No Bid		\$ 49.00
9	Short Sleeve Street Shirt - Brown	Style# 8972		No Bid		\$ 44.00
10	Long Sleeve Street Shirt – Brown	Style# 8971		No Bid		\$ 49.00
11	Armorskin Vest – Sheriff Brown (w/Optional Body Worn)	Style# 8970		No Bid		\$ 102.00
12	Ripstop BDU Armorskin – Color: Silver Tan	Style# 8470		No Bid		\$ 86.00
13	Long Sleeve Ripstop Armorskin Base Shirt – Color: Silver Tan	Style# 8471		No Bid		\$ 54.00
14	Short Sleeve Ripstop Armorskin Base Shirt - Color: Silver Tan	Style# 8472		No Bid		\$ 46.00
15	Operational Trouser – Color: Silver Tan	Style# 8835		No Bid		\$ 56.00
16	Soft Shell Active Duty Jacket	Style# 4660		\$ 95.00		\$ 110.00

Notes: Orange Hi-Lite indicates you must have samples.

Exceptions:

Golden Standard Uniform did not supply Brochures for the items they Bid on as per the Specifications.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1214, **Version:** 1

**Item #:** B4

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

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

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

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### **ITEM TITLE**

Competitive Bid #WG19-27A - Provision of Road Signs for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award the bid to the lowest bidder, **Vulcan Signs**, for the Provision of Road Signs as per the attached Award Listing.

### **BACKGROUND INFORMATION**

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

03/06/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Road Signs; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

04/16/2019 meeting: 1) Rejected the bid received for the Provision of Road Signs and authorized the Purchasing Director to re-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.

**Background:** Bids were opened in the Purchasing Conference Room on May 2, 2019, at 1:30 P.M. Two (2) bids were received. The lowest bid was received from Vulcan Signs as per the attached Award Listing. Bid Tabulation attached for review.

One-Hundred Forty (140) Vendors registered on the County website and were notified by email as well as sent a postcard, via U.S. Postal Service notifying them of this solicitation.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Variable

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

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

N/A

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 05/21/2019

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

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

Letter to Bidders

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

**COMPETITIVE BID #WG19-27A - Award Listing****Provision of Road Signs****Effective Date: 05/21/2019 through 05/21/2020**

<b>BIDDERS:</b>				<b>VULCAN SIGNS</b>
<b>ITEM NO</b>	<b>SIGNS COMPLETE - DESCRIPTION</b>	<b>Unit</b>	<b>SHEET GRADE (ALDOT)</b>	<b>Unit Price per Sign</b>
S1	Stop Sign, R1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV	26.86
			TYPE VIII	31.80
			TYPE IX	31.80
			TYPE XI	32.86
S2	Stop Sign, R1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV	37.73
			TYPE VIII	45.79
			TYPE IX	45.79
			TYPE XI	46.26
S3	Stop Sign, R1-1, 48" x 48"	Each - Price per Complete Sign	TYPE III	68.74
			TYPE IV	68.74
			TYPE VIII	81.39
			TYPE IX	81.39
S4	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Complete Sign	TYPE XI	84.11
			TYPE IV	26.63
			TYPE VIII	31.34
			TYPE IX	31.34
S5	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Complete Sign	TYPE XI	32.83
			TYPE IV	37.95
			TYPE VIII	44.99
			TYPE IX	44.99
S6	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Complete Sign	TYPE XI	46.89
			TYPE IV	69.15
			TYPE VIII	80.69
			TYPE IX	80.69
S7	Yield, R1-2, 30" x 30" x 30"	Each - Price per Complete Sign	TYPE XI	83.63
			TYPE IV	15.96
			TYPE VIII	18.88
			TYPE IX	18.88
S8	Yield, R1-2, 36" x 36" x 36"	Each - Price per Complete Sign	TYPE XI	19.57
			TYPE IV	20.91
			TYPE VIII	26.73
			TYPE IX	26.73
S9	Yield, R1-2, 48" x 48" x 48"	Each - Price per Complete Sign	TYPE XI	31.48
			TYPE IV	48.92
			TYPE VIII	58.59
			TYPE IX	58.59
			TYPE XI	62.24

S10	Highway-Rail Grade Crossing W10-1, 36" Dia	Each - Price per Complete Sign	TYPE IV	37.74
			TYPE VIII	45.84
			TYPE IX	45.84
			TYPE XI	47.55
S11	Highway-Rail Grade Crossing W10-1, 30" Dia	Each - Price per Complete Sign	TYPE IV	27.05
			TYPE VIII	31.06
			TYPE IX	31.06
			TYPE XI	32.25
S12	County Route Sign (M1-6) with County Name and Border; MUTCD Chapter 2D	Each - Price per Complete Sign	TYPE IV	32.61
			TYPE VIII	37.36
			TYPE IX	37.36
S13	County Route Sign (M1-6) with County Name, Road Number and Border; MUTCD Chapter 2D (Route signs with different numbers are not included in total for quantity pricing)	Each - Price per Complete Sign	TYPE IV	35.12
			TYPE VIII	40.23
			TYPE IX	40.23
S14	School Advanced Warning S1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV	24.58
			TYPE VIII	30.16
			TYPE IX	30.16
			TYPE XI	32.53
			Fluorescent Y-G	32.53
S15	School Advanced Warning S1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV	35.39
			TYPE VIII	43.43
			TYPE IX	43.43
			TYPE XI	46.84
			Fluorescent Y-G	46.84
S16	ROW sign, white background with black letters, no border 6" X 12"	Each - Price per Complete Sign	TYPE II	2.54
			TYPE III	2.54

BIDDERS:				VULCAN SIGNS		
ITEM NO	SIGNS DESCRIPTION	Unit	SHEET GRADE (ALDOT)	Unit Price per Sign		
				QUANTITIES 1- 10	QUANTITIES 11- 25	QUANTITIES 26+
S17	Weight limit signs (R12-5 with 6 truck silhouettes; design available on request) 24" X 48"	Each - Price per Complete Sign	TYPE IV	39.25	39.25	39.25
			TYPE VIII	49.74	49.74	49.74
			TYPE IX	49.74	49.74	49.74
S18	All regulatory signs (except R12-5 below), MUTCD Chapters 2B & 5B	Price per Square Foot	TYPE IV	4.25	4.25	4.25
			TYPE VIII	5.05	5.05	5.05
			TYPE IX	5.05	5.05	5.05



S19	All warning signs, MUTCD Chapters 2C & 5C (except W3-1, W3-2, W3-3) to also include all object markers	Price per Square Foot	TYPE IV	4.25	4.25	4.25
			TYPE VIII	5.05	5.05	5.05
			TYPE IX	5.05	5.05	5.05
			TYPE XI Fluorescent Y-G	5.25	5.25	5.25
S20	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Square Foot	TYPE IV	4.25	4.25	4.25
			TYPE VIII	5.05	5.05	5.05
			TYPE IX	5.05	5.05	5.05
			TYPE XI Fluorescent	5.25	5.25	5.25
S21	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Square Foot	TYPE IV	4.25	4.25	4.25
			TYPE VIII	5.05	5.05	5.05
			TYPE IX	5.05	5.05	5.05
			TYPE XI Fluorescent Y-G	5.25	5.25	5.25
S22	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Square Foot	TYPE IV	4.25	4.25	4.25
			TYPE VIII	5.05	5.05	5.05
			TYPE IX	5.05	5.05	5.05
S23	All Guide signs, MUTCD Chapters 2D & 5D	Price per Square Foot	TYPE IV	5.25	5.25	5.25
			TYPE VIII	6.45	6.45	6.45
			TYPE IX	6.45	6.45	6.45
S24	Hazard Board, yellow and black, 48"x24"	Price per Square Foot	TYPE IV	4.25	4.25	4.25
			TYPE VIII	5.05	5.05	5.05
			TYPE IX	5.05	5.05	5.05
S25	Flat Blade Street Name Signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 8" uppercase w/ 6" lowercase letters on <b>BOTH</b> sides, 0.100" thick, 12" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV	12.67	12.67	12.67
			TYPE VIII	15.23	15.23	15.23
			TYPE IX	15.23	15.23	15.23
S26	Flat Blade Street Name Signs with green or blue sheeting on <b>ONE</b> side, street name, white 8" uppercase w/ 6" lowercase letters on <b>ONE</b> side, 0.100" thick, 12" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV	8.62	8.62	8.62
			TYPE VIII	9.43	9.43	9.43
			TYPE IX	9.43	9.43	9.43
S27	Flat Blade Street Name Signs with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.100" thick, 12" wide, various lengths to be specified at time of order	Price per Square Foot per Sign	TYPE IV	8.52	8.52	8.52
			TYPE VIII	12.08	12.08	12.08
			TYPE IX	12.08	12.08	12.08
S28	Extruded Blade Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 6" uppercase w/ 4.5" lowercase letters <b>ON BOTH SIDES</b> , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	13.50	13.50	13.50
			TYPE VIII	15.98	15.98	15.98
			TYPE IX	15.98	15.98	15.98
S29	Extruded Blade Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.080" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	9.29	9.29	9.29
			TYPE VIII	12.69	12.69	12.69
			TYPE IX	12.69	12.69	12.69
S30	Extruded Blade Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	10.24	10.24	10.24
			TYPE VIII	13.76	13.76	13.76
			TYPE IX	13.76	13.76	13.76

S31	Extruded Blade Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 4" uppercase w/ 3" lowercase letters <b>ON BOTH SIDES</b> , 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	12.95	12.95	12.95
			TYPE VIII	15.79	15.79	15.79
			TYPE IX	15.79	15.79	15.79
S32	Street name sign with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.100" thick, 9" wide, various lengths to be specified at time of order	Price per Square Foot	TYPE IV	7.45	7.45	7.45
			TYPE VIII	11.60	11.60	11.60
			TYPE IX	11.60	11.60	11.60
S33	Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 6" uppercase w/ 4.5" lowercase letters <b>ON BOTH SIDES</b> , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	11.35	11.35	11.35
			TYPE VIII	15.64	15.64	15.64
			TYPE IX	15.64	15.64	15.64
S34	Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	6.85	6.85	6.85
			TYPE VIII	11.67	11.67	11.67
			TYPE IX	11.67	11.67	11.67
S35	Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 4" uppercase w/ 3" lowercase letters <b>ON BOTH SIDES</b> , 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	10.70	10.70	10.70
			TYPE VIII	14.82	14.82	14.82
			TYPE IX	14.82	14.82	14.82
<b>BIDDERS:</b>				<b>VULCAN SIGNS</b>		
<b>ITEM NO</b>	<b>SIGN POST</b>	<b>UNIT</b>	<b>PRICE EACH POST</b>			
			<b>(50 POSTS)</b>	<b>(orders of 100, 150, OR 200 POSTS)</b>	<b>( 250, 250+ increments of 50)</b>	
S36	Sign Post - Galvanized - 2.0 lb./Ft. - 8 FT. "U" Channel	Each	16.92	16.92	16.92	
S37	Sign Post - Galvanized - 2.0 lb./Ft. - 10 FT. "U" Channel	Each	21.51	21.51	21.51	
S38	Sign Post - Galvanized - 2.0 lb./Ft. - 12 FT. "U" Channel	Each	25.39	25.39	25.39	
S39	Sign Post - Galvanized - 2.0 lb./Ft. - 14 FT. "U" Channel	Each	29.60	29.60	29.60	
S40	Sign Post - Galvanized - 3.0 lb./FT - 10 FT "U" Channel	Each	29.84	29.84	29.84	
S41	Sign Post - Galvanized - 3.0 lb./FT - 12 FT "U" Channel	Each	35.38	35.38	35.38	
S42	Sign Post - Galvanized - 3.0 lb./FT - 14 FT "U" Channel	Each	43.54	43.54	43.54	
S43	Sign Post - Galvanized - 2" x 2" - 10 FT, Square Tube	Each	24.25	24.25	24.25	
S44	Sign Post - Galvanized - 2" x 2" - 12 FT, Square Tube	Each	29.15	29.15	29.15	
S45	Sign Post - Galvanized - 2" x 2" - 14 FT, Square Tube	Each	33.95	33.95	33.95	
S46	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 10 FT, Square Tube	Each	26.93	26.93	26.93	
S47	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 12 FT, Square Tube	Each	32.32	32.32	32.32	
S48	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 14 FT, Square Tube	Each	37.72	37.72	37.72	
S49	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 10 FT, Square Tube	Each	38.13	38.13	38.13	
S50	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 12 FT, Square Tube	Each	45.75	45.75	45.75	
S51	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 14 FT, Square Tube	Each	53.38	53.38	53.38	
S52	Delineator Green Painted Post - 1.12 lb./Ft. - 6Ft.	Each	6.53	6.53	6.53	
S53	Delineator Galvanized Post - 1.12 lb./Ft. - 6 Ft.	Each	8.01	8.01	8.01	

BIDDERS:				VULCAN SIGNS	
ITEM NO	STREET NAME MOUNTING BRACKETS		UNIT	PRICE EACH BRACKET (50 each order)	PRICE EACH BRACKET (100 each order)
S54	For extruded blade 5 1/2" blade holder used for U-Channel Post, supplied with set screws		Each	3.64	3.64
S55	For extruded blade 5 1/2" blade holder used for round Post, supplied with set screws		Each	3.96	3.96
S56	For extruded blade 5 1/2" blade holder with 90 degree cross used for any cap, supplied with set screws		Each	4.04	4.04
S57	For Flat or Extruded Blades 12" U-channel Cap with adjustable blade holder, supplied with set screws		Each	15.70	15.70
S58	For Flat or Extruded Blades 12" Cross with adjustable blade holder, supplied with set screws		Each	15.70	15.70
S59	5/16" x 3/4" Vandal Proff button head bolt with 5/32" pinned allen head socket		Each	0.45	0.45
BIDDERS:			VULCAN SIGNS		
ITEM NO	Hand-Signaling Devices	Unit	Unit Price per Sign		
			QUANTITIES 1-10	QUANTITIES 11- 25	QUANTITIES 26+
S60	Stop/Slow Paddle, Octagonal Shape, on a 72" rigid handle, 18" wide with letters 6" high, The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background, Retroreflectorized	Each	24.10	24.10	24.10
S61	Stop/Slow Paddle, Octagonal Shape, on a 72" rigid handle, 24" wide with letters 8" high, The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background, Retroreflectorized	Each	35.50	35.50	35.50
BIDDERS:				VULCAN SIGNS	
ITEM NO	CHEVRON SIGN MOUNTING BRACKETS	UNIT	Unit Price per Bracket		
			QUANTITIES 1-25	QUANTITIES 26-50	QUANTITIES 51+
S62	Chevron adjustable aluminum bracket with hardware (For 18"x24" and 24"x30" chevron signs), connects to U-channel post	Each	27.00	27.00	27.00

BIDDERS:				VULCAN SIGNS	
ITEM NO	ROLL GOODS	UNIT	SHEET GRADE (ALDOT)	PRICE PER ROLL	
S63	Sheeting, 6"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	80.70	
			TYPE III	80.70	
			TYPE IV	80.70	
S64	Sheeting, 9"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	121.50	
			TYPE III	121.50	
			TYPE IV	121.50	
S65	Sheeting, 12"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	162.00	
			TYPE III	162.00	
			TYPE IV	162.00	
S66	Sheeting, 18"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	243.00	
			TYPE III	243.00	
			TYPE IV	243.00	
S67	Sheeting, 24"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	324.00	
			TYPE III	324.00	
			TYPE IV	324.00	
S68	Sheeting, 30"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	405.00	
			TYPE III	405.00	
			TYPE IV	405.00	
S69	Sheeting, 36"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	486.00	
			TYPE III	486.00	
			TYPE IV	486.00	
S70	Sheeting, 48"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	648.00	
			TYPE III	648.00	
			TYPE IV	648.00	
S71	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow-Green	PER ROLL	24" x 50 Yard	694.26	
			30" x 50 Yard	867.83	
			36" x 50 Yard	1041.39	
			48" x 50 Yard	1388.52	
S72	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow	PER ROLL	24" x 50 Yard	694.26	
			30" x 50 Yard	867.83	
			36" x 50 Yard	1041.39	
			48" x 50 Yard	1388.52	
S73	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Orange	PER ROLL	24" x 50 Yard	694.26	
			30" x 50 Yard	867.83	
			36" x 50 Yard	1041.39	
			48" x 50 Yard	1388.52	
S74	Low Tack Application Tape 6"x100 yard roll	PER ROLL	N/A	22.75	

BIDDERS:				VULCAN SIGNS		
ITEM NO	Sign Blanks	UNIT	Unit Price per Sq. Ft.			
			QUANTITIES 1-25 Blanks	QUANTITIES 26-50 Blanks	QUANTITIES 51+ Blanks	
S75	Aluminum Diamond/Square, 0.080 Ga.	Sq. Ft.	2.55	2.55	2.55	
S76	Aluminum Rectangular, 0.080 Gage	Sq. Ft.	2.55	2.55	2.55	
S77	Aluminum Circle, 0.080 Gage	Sq. Ft.	2.55	2.55	2.55	
S78	Aluminum Octagon, 0.080 Gage	Sq. Ft.	2.55	2.55	2.55	
S79	County Route Sign (M1-6) Blanks; MUTCD Chapter 2D; 0.080 gage	Sq. Ft.	2.55	2.55	2.55	
BIDDERS:				VULCAN SIGNS		
ITEM NO	SIGN FACE DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Face		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S80	Stop Sign Face, R1-1, 30" x 30"	Each - Price per Face	TYPE IV	8.13	8.13	8.13
			TYPE VIII	15.73	15.73	15.73
			TYPE IX	15.73	15.73	15.73
			TYPE XI	19.50	19.50	19.50
S81	Stop Sign Face, R1-1, 36" x 36"	Each - Price per Face	TYPE IV	11.69	11.69	11.69
			TYPE VIII	22.65	22.65	22.65
			TYPE IX	22.65	22.65	22.65
			TYPE XI	28.08	28.08	28.08
S82	Stop Sign Face, R1-1, 48" x 48"	Each - Price per Face	TYPE IV	20.79	20.79	20.79
			TYPE VIII	40.28	40.28	40.28
			TYPE IX	40.28	40.28	40.28
			TYPE XI	49.92	49.92	49.92
S83	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Face	TYPE IV	8.38	8.38	8.38
			TYPE VIII	16.38	16.38	16.38
			TYPE IX	16.38	16.38	16.38
			TYPE XI	19.31	19.31	19.31
S84	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Face	TYPE IV	12.06	12.06	12.06
			TYPE VIII	23.58	23.58	23.58
			TYPE IX	23.58	23.58	23.58
			TYPE XI	27.81	27.81	27.81
S85	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Face	TYPE IV	21.44	21.44	21.44
			TYPE VIII	42.24	42.24	42.24
			TYPE IX	42.24	42.24	42.24
			TYPE XI	49.92	49.92	49.92
S86	Yield Sign Face, R1-2, 30"x30"x30"	Each - Price per Face	TYPE IV	4.92	4.92	4.92
			TYPE VIII	8.96	8.96	8.96
			TYPE IX	8.96	8.96	8.96
			TYPE XI	11.47	11.47	11.47

S87	Yield Sign Face, R1-2, 36"x36" x36"	Each - Price per Face	TYPE IV	6.15	6.15	6.15
			TYPE VIII	11.16	11.16	11.16
			TYPE IX	11.16	11.16	11.16
			TYPE XI	18.26	18.26	18.26
S88	Yield Sign Face, R1-2, 48"x48"x48"	Each - Price per Face	TYPE IV	13.47	13.47	13.47
			TYPE VIII	24.88	24.88	24.88
			TYPE IX	24.88	24.88	24.88
			TYPE XI	35.91	35.91	35.91
S89	Highway-Rail Grade Crossing Sign Face W10-1, 36" Dia	Each - Price per Face	TYPE IV	12.15	12.15	12.15
			TYPE VIII	22.65	22.65	22.65
			TYPE IX	22.65	22.65	22.65
			TYPE XI	28.08	28.08	28.08
S90	Highway-Rail Grade Crossing Sign Face W10-1, 30" Dia	Each - Price per Face	TYPE IV	8.38	8.38	8.38
			TYPE VIII	15.81	15.81	15.81
			TYPE IX	15.81	15.81	15.81
			TYPE XI	19.50	19.50	19.50
S91	School Advanced Warning Sign Face S1-1, 30" x 30"	Each - Price per Face	TYPE IV	8.50	8.50	8.50
			TYPE VIII	16.81	16.81	16.81
			TYPE IX	16.81	16.81	16.81
			TYPE XI	19.50	19.50	19.50
			Fluorescent Y-G	19.50	19.50	19.50
S92	School Advanced Warning Sign Face S1-1, 36" x 36"	Each - Price per Face	TYPE IV	12.15	12.15	12.15
			TYPE VIII	24.21	24.21	24.21
			TYPE IX	24.21	24.21	24.21
			TYPE XI	28.08	28.08	28.08
			Fluorescent Y-G	28.08	28.08	28.08
BIDDERS:				VULCAN SIGNS		
ITEM NO	SIGN FACES ONLY - DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Sign Face Sq. Ft.		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S93	All regulatory sign faces , MUTCD Chapters 2B & 5B	Price per Face Square Foot	TYPE IV	1.30	1.30	1.30
			TYPE VIII	2.65	2.65	2.65
			TYPE IX	2.65	2.65	2.65
S94	All warning signs, MUTCD Chapters 2C & 5C	Price per Face Square Foot	TYPE IV	1.30	1.30	1.30
			TYPE VIII	2.65	2.65	2.65
			TYPE IX	2.65	2.65	2.65
S95	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Face Square Foot	TYPE IV	1.30	1.30	1.30
			TYPE VIII	2.65	2.65	2.65
			TYPE IX	2.65	2.65	2.65
			Fluorescent	2.75	2.75	2.75
S96	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Face Square Foot	TYPE IV	1.35	1.35	1.35
			TYPE VIII	2.65	2.65	2.65
			TYPE IX	2.65	2.65	2.65
			Fluorescent Y-G	2.75	2.75	2.75

S97	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Face Square Foot	TYPE IV	1.35	1.35	1.35
			TYPE VIII	2.65	2.65	2.65
			TYPE IX	2.65	2.65	2.65
S98	All Guide signs, MUTCD Chapters 2D & 5D	Price per Face Square Foot	TYPE IV	1.35	1.35	1.35
			TYPE VIII	2.65	2.65	2.65
			TYPE IX	2.65	2.65	2.65
S99	County Route Sign (M1-6) Face with County Name and Border; MUTCD Chapter 2D	Price per Square Foot per Sign	TYPE IV	1.35	1.35	1.35
			TYPE VIII	2.65	2.65	2.65
			TYPE IX	2.65	2.65	2.65
S100	County Route Sign (M1-6) Face with County Name, Road Number and Border; MUTCD Chapter 2D (Route signs with different numbers are not included in total for quantity pricing)	Price per Square Foot per Sign	TYPE IV	1.35	1.35	1.35
			TYPE VIII	2.65	2.65	2.65
			TYPE IX	2.65	2.65	2.65
S101	Hazard Board, yellow and black, 48"x24"	Price per Face Square Foot	TYPE IV	1.30	1.30	1.30
			TYPE VIII	2.65	2.65	2.65
			TYPE IX	2.65	2.65	2.65
BIDDERS:				VULCAN SIGNS		
ITEM NO	Pressure Sensitive Cut Upper/Lower Letters and Numbers	UNIT	SHEET GRADE (ALDOT)	Price per Packet of 25 of same Letter/No.		
				Series B	Series D	Series E(M)
S102	<u>2 Inch</u> Cut Letters and Numbers	Pack of 25	Black	1.94	2.58	No Bid
S103	<u>3 Inch</u> Cut Letters and Numbers	Pack of 25	Black	2.58	2.80	No Bid
S104	<u>5 Inch</u> Cut Letters and Numbers	Pack of 25	Black	3.92	5.04	6.05
S105	<u>8 Inch</u> Cut Letters and Numbers	Pack of 25	Black	7.05	9.85	12.62
S106	<u>2 inch White Reflective</u> Cut Letters and Numbers	Pack of 25	TYPE II	2.25	4.30	No Bid
			TYPE III	2.25	4.30	No Bid
			TYPE IV	2.25	4.30	No Bid
S107	<u>3 Inch White Reflective</u> Cut Letters and Numbers	Pack of 25	TYPE II	4.30	4.99	No Bid
			TYPE III	4.30	4.99	No Bid
			TYPE IV	4.30	4.99	No Bid
S108	<u>4.5 Inch White Reflective</u> Cut Letters and Numbers	Pack of 25	TYPE II	8.00	No Bid	No Bid
			TYPE III	8.00	No Bid	No Bid
			TYPE IV	8.00	No Bid	No Bid
S109	<u>5 Inch White Reflective</u> Cut Letters and Numbers	Pack of 25	TYPE II	8.08	11.66	14.96
			TYPE III	8.08	11.66	14.96
			TYPE IV	8.08	11.66	14.96
S110	<u>6 Inch White Reflective</u> Cut Letters and Numbers	Pack of 25	TYPE II	10.93	16.01	18.07
			TYPE III	10.93	16.01	18.07
			TYPE IV	10.93	16.01	18.07
S111	<u>8 Inch White Reflective</u> Cut Letters and Numbers	Pack of 25	TYPE II	18.12	27.11	32.69
			TYPE III	18.12	27.11	32.69
			TYPE IV	18.12	27.11	32.69





**COMPETITIVE BID #WG19-27A**  
**Provision of Road Signs**

**BID TABULATION**

BIDDERS:				VULCAN SIGNS	Nippon Carbide Industries
ITEM NO	SIGNS COMPLETE - DESCRIPTION	Unit	SHEET GRADE (ALDOT)	Unit Price per Sign	Unit Price per Sign
S1	Stop Sign, R1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV	26.86	No Bid
			TYPE VIII	31.80	No Bid
			TYPE IX	31.80	No Bid
			TYPE XI	32.86	No Bid
S2	Stop Sign, R1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV	37.73	No Bid
			TYPE VIII	45.79	No Bid
			TYPE IX	45.79	No Bid
			TYPE XI	46.26	No Bid
S3	Stop Sign, R1-1, 48" x 48"	Each - Price per Complete Sign	TYPE III	68.74	No Bid
			TYPE IV	68.74	No Bid
			TYPE VIII	81.39	No Bid
			TYPE IX	81.39	No Bid
			TYPE XI	84.11	No Bid
S4	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Complete Sign	TYPE IV	26.63	No Bid
			TYPE VIII	31.34	No Bid
			TYPE IX	31.34	No Bid
			TYPE XI	32.83	No Bid
S5	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Complete Sign	TYPE IV	37.95	No Bid
			TYPE VIII	44.99	No Bid
			TYPE IX	44.99	No Bid
			TYPE XI	46.89	No Bid
S6	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Complete Sign	TYPE IV	69.15	No Bid
			TYPE VIII	80.69	No Bid
			TYPE IX	80.69	No Bid
			TYPE XI	83.63	No Bid
S7	Yield, R1-2, 30" x 30" x 30"	Each - Price per Complete Sign	TYPE IV	15.96	No Bid
			TYPE VIII	18.88	No Bid
			TYPE IX	18.88	No Bid
			TYPE XI	19.57	No Bid
S8	Yield, R1-2, 36" x 36" x 36"	Each - Price per Complete Sign	TYPE IV	20.91	No Bid
			TYPE VIII	26.73	No Bid
			TYPE IX	26.73	No Bid
			TYPE XI	31.48	No Bid
S9	Yield, R1-2, 48" x 48" x 48"	Each - Price per Complete Sign	TYPE IV	48.92	No Bid
			TYPE VIII	58.59	No Bid
			TYPE IX	58.59	No Bid
			TYPE XI	62.24	No Bid
			TYPE IV	37.74	No Bid

S10	Highway-Rail Grade Crossing W10-1, 36" Dia	Each - Price per Complete Sign	TYPE VIII	45.84	No Bid
			TYPE IX	45.84	No Bid
			TYPE XI	47.55	No Bid
S11	Highway-Rail Grade Crossing W10-1, 30" Dia	Each - Price per Complete Sign	TYPE IV	27.05	No Bid
			TYPE VIII	31.06	No Bid
			TYPE IX	31.06	No Bid
			TYPE XI	32.25	No Bid
S12	County Route Sign (M1-6) with County Name and Border; MUTCD Chapter 2D	Each - Price per Complete Sign	TYPE IV	32.61	No Bid
			TYPE VIII	37.36	No Bid
			TYPE IX	37.36	No Bid
S13	County Route Sign (M1-6) with County Name, Road Number and Border; MUTCD Chapter 2D (Route signs with different numbers are not included in total for quantity pricing)	Each - Price per Complete Sign	TYPE IV	35.12	No Bid
			TYPE VIII	40.23	No Bid
			TYPE IX	40.23	No Bid
S14	School Advanced Warning S1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV	24.58	No Bid
			TYPE VIII	30.16	No Bid
			TYPE IX	30.16	No Bid
			TYPE XI	32.53	No Bid
			Fluorescent Y-G	32.53	No Bid
S15	School Advanced Warning S1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV	35.39	No Bid
			TYPE VIII	43.43	No Bid
			TYPE IX	43.43	No Bid
			TYPE XI	46.84	No Bid
			Fluorescent Y-G	46.84	No Bid
S16	ROW sign, white background with black letters, no border 6" X 12"	Each - Price per Complete Sign	TYPE II	2.54	No Bid
			TYPE III	2.54	No Bid

BIDDERS:				VULCAN SIGNS			Nippon Carbide Industries		
ITEM NO	SIGNS DESCRIPTION	Unit	SHEET GRADE (ALDOT)	Unit Price per Sign			Unit Price per Sign		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+	QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S17	Weight limit signs (R12-5 with 6 truck silhouettes; design available on request) 24" X 48"	Each - Price per Complete Sign	TYPE IV	39.25	39.25	39.25	No Bid	No Bid	No Bid
			TYPE VIII	49.74	49.74	49.74	No Bid	No Bid	No Bid
			TYPE IX	49.74	49.74	49.74	No Bid	No Bid	No Bid
S18	All regulatory signs (except R12-5 below), MUTCD Chapters 2B & 5B	Price per Square Foot	TYPE IV	4.25	4.25	4.25	No Bid	No Bid	No Bid
			TYPE VIII	5.05	5.05	5.05	No Bid	No Bid	No Bid
			TYPE IX	5.05	5.05	5.05	No Bid	No Bid	No Bid
S19	All warning signs, MUTCD Chapters 2C & 5C (except W3-1, W3-2, W3-3) to also include all object markers	Price per Square Foot	TYPE IV	4.25	4.25	4.25	No Bid	No Bid	No Bid
			TYPE VIII	5.05	5.05	5.05	No Bid	No Bid	No Bid
			TYPE IX	5.05	5.05	5.05	No Bid	No Bid	No Bid

			TYPE XI Fluorescent Y-G	5.25	5.25	5.25	No Bid	No Bid	No Bid
S20	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Square Foot	TYPE IV	4.25	4.25	4.25	No Bid	No Bid	No Bid
			TYPE VIII	5.05	5.05	5.05	No Bid	No Bid	No Bid
			TYPE IX	5.05	5.05	5.05	No Bid	No Bid	No Bid
			TYPE XI Fluorescent	5.25	5.25	5.25	No Bid	No Bid	No Bid
S21	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Square Foot	TYPE IV	4.25	4.25	4.25	No Bid	No Bid	No Bid
			TYPE VIII	5.05	5.05	5.05	No Bid	No Bid	No Bid
			TYPE IX	5.05	5.05	5.05	No Bid	No Bid	No Bid
			TYPE XI Fluorescent Y-G	5.25	5.25	5.25	No Bid	No Bid	No Bid
S22	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Square Foot	TYPE IV	4.25	4.25	4.25	No Bid	No Bid	No Bid
			TYPE VIII	5.05	5.05	5.05	No Bid	No Bid	No Bid
			TYPE IX	5.05	5.05	5.05	No Bid	No Bid	No Bid
S23	All Guide signs, MUTCD Chapters 2D & 5D	Price per Square Foot	TYPE IV	5.25	5.25	5.25	No Bid	No Bid	No Bid
			TYPE VIII	6.45	6.45	6.45	No Bid	No Bid	No Bid
			TYPE IX	6.45	6.45	6.45	No Bid	No Bid	No Bid
S24	Hazard Board, yellow and black, 48"x24"	Price per Square Foot	TYPE IV	4.25	4.25	4.25	No Bid	No Bid	No Bid
			TYPE VIII	5.05	5.05	5.05	No Bid	No Bid	No Bid
			TYPE IX	5.05	5.05	5.05	No Bid	No Bid	No Bid
S25	Flat Blade Street Name Signs with green or blue sheeting <u>ON BOTH SIDES</u> , street name, white 8" uppercase w/ 6" lowercase letters on <u>BOTH</u> sides, 0.100" thick, 12" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV	12.67	12.67	12.67	No Bid	No Bid	No Bid
			TYPE VIII	15.23	15.23	15.23	No Bid	No Bid	No Bid
			TYPE IX	15.23	15.23	15.23	No Bid	No Bid	No Bid
S26	Flat Blade Street Name Signs with green or blue sheeting on <u>ONE</u> side, street name, white 8" uppercase w/ 6" lowercase letters on <u>ONE</u> side, 0.100" thick, 12" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV	8.62	8.62	8.62	No Bid	No Bid	No Bid
			TYPE VIII	9.43	9.43	9.43	No Bid	No Bid	No Bid
			TYPE IX	9.43	9.43	9.43	No Bid	No Bid	No Bid
S27	Flat Blade Street Name Signs with green or blue sheeting <u>ON BOTH SIDES</u> , no message, 0.100" thick, 12" wide, various lengths to be specified at time of order	Price per Square Foot per Sign	TYPE IV	8.52	8.52	8.52	No Bid	No Bid	No Bid
			TYPE VIII	12.08	12.08	12.08	No Bid	No Bid	No Bid
			TYPE IX	12.08	12.08	12.08	No Bid	No Bid	No Bid
S28	Extruded Blade Street name signs with green or blue sheeting <u>ON</u> <u>BOTH SIDES</u> , street name, white 6" uppercase w/ 4.5" lowercase letters <u>ON BOTH SIDES</u> , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	13.50	13.50	13.50	No Bid	No Bid	No Bid
			TYPE VIII	15.98	15.98	15.98	No Bid	No Bid	No Bid
			TYPE IX	15.98	15.98	15.98	No Bid	No Bid	No Bid
S29	Extruded Blade Street name signs with green or blue sheeting <u>ON</u> <u>BOTH SIDES</u> , no message, 0.080" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	9.29	9.29	9.29	No Bid	No Bid	No Bid
			TYPE VIII	12.69	12.69	12.69	No Bid	No Bid	No Bid
			TYPE IX	12.69	12.69	12.69	No Bid	No Bid	No Bid
S30	Extruded Blade Street name signs with green or blue sheeting <u>ON</u> <u>BOTH SIDES</u> , no message, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	10.24	10.24	10.24	No Bid	No Bid	No Bid
			TYPE VIII	13.76	13.76	13.76	No Bid	No Bid	No Bid
			TYPE IX	13.76	13.76	13.76	No Bid	No Bid	No Bid
S31	Extruded Blade Street name signs with green or blue sheeting <u>ON</u> <u>BOTH SIDES</u> , street name, white 4" uppercase w/ 3" lowercase	Price per Square	TYPE IV	12.95	12.95	12.95	No Bid	No Bid	No Bid
			TYPE VIII	15.79	15.79	15.79	No Bid	No Bid	No Bid

S31	letters <b>ON BOTH SIDES</b> , 0.080" thick, 6" wide, various lengths to be specified at time of order.	Foot	TYPE IX	15.79	15.79	15.79	No Bid	No Bid	No Bid
S32	Street name sign with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.100" thick, 9" wide, various lengths to be specified at time of order	Price per Square Foot	TYPE IV	7.45	7.45	7.45	No Bid	No Bid	No Bid
			TYPE VIII	11.60	11.60	11.60	No Bid	No Bid	No Bid
			TYPE IX	11.60	11.60	11.60	No Bid	No Bid	No Bid
S33	Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 6" uppercase w/ 4.5" lowercase letters <b>ON BOTH SIDES</b> , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	11.35	11.35	11.35	No Bid	No Bid	No Bid
			TYPE VIII	15.64	15.64	15.64	No Bid	No Bid	No Bid
			TYPE IX	15.64	15.64	15.64	No Bid	No Bid	No Bid
S34	Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	6.85	6.85	6.85	No Bid	No Bid	No Bid
			TYPE VIII	11.67	11.67	11.67	No Bid	No Bid	No Bid
			TYPE IX	11.67	11.67	11.67	No Bid	No Bid	No Bid
S35	Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 4" uppercase w/ 3" lowercase letters <b>ON BOTH SIDES</b> , 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	10.70	10.70	10.70	No Bid	No Bid	No Bid
			TYPE VIII	14.82	14.82	14.82	No Bid	No Bid	No Bid
			TYPE IX	14.82	14.82	14.82	No Bid	No Bid	No Bid

BIDDERS:			VULCAN SIGNS			Nippon Carbide Industries		
ITEM NO	SIGN POST	UNIT	PRICE EACH POST			PRICE EACH POST		
			(50 POSTS)	(orders of 100, 150, OR 200 POSTS)	( 250, 250+ increments of 50)	(50 POSTS)	(orders of 100, 150, OR 200 POSTS)	( 250, 250+ increments of 50)
S36	Sign Post - Galvanized - 2.0 lb./Ft. - 8 FT. "U" Channel	Each	16.92	16.92	16.92	No Bid	No Bid	No Bid
S37	Sign Post - Galvanized - 2.0 lb./Ft. - 10 FT. "U" Channel	Each	21.51	21.51	21.51	No Bid	No Bid	No Bid
S38	Sign Post - Galvanizededd - 2.0 lb./Ft. - 12 FT. "U" Channel	Each	25.39	25.39	25.39	No Bid	No Bid	No Bid
S39	Sign Post - Galvanizededd - 2.0 lb./Ft. - 14 FT. "U" Channel	Each	29.60	29.60	29.60	No Bid	No Bid	No Bid
S40	Sign Post - Galvanized - 3.0 lb./FT - 10 FT "U" Channel	Each	29.84	29.84	29.84	No Bid	No Bid	No Bid
S41	Sign Post - Galvanized - 3.0 lb./FT - 12 FT "U" Channel	Each	35.38	35.38	35.38	No Bid	No Bid	No Bid
S42	Sign Post - Galvanized - 3.0 lb./FT - 14 FT "U" Channel	Each	43.54	43.54	43.54	No Bid	No Bid	No Bid
S43	Sign Post - Galvanized - 2" x 2" - 10 FT, Square Tube	Each	24.25	24.25	24.25	No Bid	No Bid	No Bid
S44	Sign Post - Galvanized - 2" x 2" - 12 FT, Square Tube	Each	29.15	29.15	29.15	No Bid	No Bid	No Bid
S45	Sign Post - Galvanized - 2" x 2" - 14 FT, Square Tube	Each	33.95	33.95	33.95	No Bid	No Bid	No Bid
S46	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 10 FT, Square Tube	Each	26.93	26.93	26.93	No Bid	No Bid	No Bid
S47	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 12 FT, Square Tube	Each	32.32	32.32	32.32	No Bid	No Bid	No Bid
S48	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 14 FT, Square Tube	Each	37.72	37.72	37.72	No Bid	No Bid	No Bid
S49	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 10 FT, Square Tube	Each	38.13	38.13	38.13	No Bid	No Bid	No Bid
S50	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 12 FT, Square Tube	Each	45.75	45.75	45.75	No Bid	No Bid	No Bid
S51	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 14 FT, Square Tube	Each	53.38	53.38	53.38	No Bid	No Bid	No Bid
S52	Delineator Green Painted Post - 1.12 lb./Ft. - 6Ft.	Each	6.53	6.53	6.53	No Bid	No Bid	No Bid
S53	Delineator Galvanized Post - 1.12 lb./Ft. - 6 Ft.	Each	8.01	8.01	8.01	No Bid	No Bid	No Bid

BIDDERS:				VULCAN SIGNS		Nippon Carbide Ind.		
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ITEM NO	STREET NAME MOUNTING BRACKETS		UNIT	PRICE EACH BRACKET (50 each order)	PRICE EACH BRACKET (100 each order)	PRICE EACH BRACKET (50 each order)	PRICE EACH BRACKET (100 each order)
S54	For extruded blade 5 1/2" blade holder used for U-Channel Post, supplied with set screws		Each	3.64	3.64	No Bid	No Bid
S55	For extruded blade 5 1/2" blade holder used for round Post, supplied with set screws		Each	3.96	3.96	No Bid	No Bid
S56	For extruded blade 5 1/2" blade holder with 90 degree cross used for any cap, supplied with set screws		Each	4.04	4.04	No Bid	No Bid
S57	For Flat or Extruded Blades 12" U-channel Cap with adjustable blade holder, supplied with set screws		Each	15.70	15.70	No Bid	No Bid
S58	For Flat or Extruded Blades 12" Cross with adjustable blade holder, supplied with set screws		Each	15.70	15.70	No Bid	No Bid
S59	5/16" x 3/4" Vandal Proff button head bolt with 5/32" pinned allen head socket		Each	0.45	0.45	No Bid	No Bid

BIDDERS:			VULCAN SIGNS			Nippon Carbide Industries		
ITEM NO	Hand-Signaling Devices	Unit	Unit Price per Sign			Unit Price per Sign		
			QUANTITIES 1-10	QUANTITIES 11- 25	QUANTITIES 26+	QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S60	Stop/Slow Paddle, Octagonal Shape, on a 72" rigid handle, 18" wide with letters 6" high, The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background, Retroreflectorized	Each	24.10	24.10	24.10	No Bid	No Bid	No Bid
S61	Stop/Slow Paddle, Octagonal Shape, on a 72" rigid handle, 24" wide with letters 8" high, The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background, Retroreflectorized	Each	35.50	35.50	35.50	No Bid	No Bid	No Bid

BIDDERS:			VULCAN SIGNS			Nippon Carbide Industries		
ITEM NO	CHEVRON SIGN MOUNTING BRACKETS	UNIT	Unit Price per Bracket			Unit Price per Bracket		
			QUANTITIES 1-25	QUANTITIES 26-50	QUANTITIES 51+	QUANTITIES 1-25	QUANTITIES 26-50	QUANTITIES 51+
S62	Chevron adjustable aluminum bracket with hardware (For 18"x24" and 24"x30" chevron signs), connects to U-channel post	Each	27.00	27.00	27.00	No Bid	No Bid	No Bid

BIDDERS:			VULCAN SIGNS	Nippon Carbide Industries
ITEM		SHEET GRADE	PRICE PER	PRICE PER

NO	ROLL GOODS	UNIT	(ALDOT)	ROLL	ROLL
S63	Sheeting, 6"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	80.70	No Bid
			TYPE III	80.70	No Bid
			TYPE IV	80.70	No Bid
S64	Sheeting, 9"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	121.50	No Bid
			TYPE III	121.50	No Bid
			TYPE IV	121.50	No Bid
S65	Sheeting, 12"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	162.00	142.50
			TYPE III	162.00	232.50
			TYPE IV	162.00	202.50
S66	Sheeting, 18"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	243.00	No Bid
			TYPE III	243.00	No Bid
			TYPE IV	243.00	No Bid
S67	Sheeting, 24"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	324.00	285.00
			TYPE III	324.00	465.00
			TYPE IV	324.00	405.00
S68	Sheeting, 30"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	405.00	356.25
			TYPE III	405.00	581.25
			TYPE IV	405.00	506.25
S69	Sheeting, 36"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	486.00	427.50
			TYPE III	486.00	697.50
			TYPE IV	486.00	607.50
S70	Sheeting, 48"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	648.00	507.00
			TYPE III	648.00	930.00
			TYPE IV	648.00	810.00
S71	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow-Green	PER ROLL	24" x 50 Yard	694.26	1050.00
			30" x 50 Yard	867.83	1312.50
			36" x 50 Yard	1041.39	1575.00
			48" x 50 Yard	1388.52	2100.00
S72	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow	PER ROLL	24" x 50 Yard	694.26	1050.00
			30" x 50 Yard	867.83	1312.50
			36" x 50 Yard	1041.39	1575.00
			48" x 50 Yard	1388.52	2100.00
S73	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Orange	PER ROLL	24" x 50 Yard	694.26	705.00
			30" x 50 Yard	867.83	881.25
			36" x 50 Yard	1041.39	1057.50
			48" x 50 Yard	1388.52	1410.00
S74	Low Tack Application Tape 6"x100 yard roll	PER ROLL	N/A	22.75	37.50

BIDDERS:			VULCAN SIGNS			Nippon Carbide Industries		
ITEM NO	Sign Blanks	UNIT	Unit Price per Sq. Ft.			Unit Price per Sq. Ft.		
			QUANTITIES 1-25 Blanks	QUANTITIES 26-50 Blanks	QUANTITIES 51+ Blanks	QUANTITIES 1-25 Blanks	QUANTITIES 26-50 Blanks	QUANTITIES 51+ Blanks
S75	Aluminum Diamond/Square, 0.080 Ga.	Sq. Ft.	2.55	2.55	2.55	No Bid	No Bid	No Bid
S76	Aluminum Rectangular, 0.080 Gage	Sq. Ft.	2.55	2.55	2.55	No Bid	No Bid	No Bid

S77	Aluminum Circle, 0.080 Gage		Sq. Ft.	2.55	2.55	2.55	No Bid	No Bid	No Bid
S78	Aluminum Octagon, 0.080 Gage		Sq. Ft.	2.55	2.55	2.55	No Bid	No Bid	No Bid
S79	County Route Sign (M1-6) Blanks; MUTCD Chapter 2D; 0.080 gage		Sq. Ft.	2.55	2.55	2.55	No Bid	No Bid	No Bid
BIDDERS:				VULCAN SIGNS			Nippon Carbide Industries		
ITEM NO	SIGN FACE DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Face			Unit Price per Face		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+	QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S80	Stop Sign Face, R1-1, 30" x 30"	Each - Price per Face	TYPE IV	8.13	8.13	8.13	No Bid	No Bid	No Bid
			TYPE VIII	15.73	15.73	15.73	No Bid	No Bid	No Bid
			TYPE IX	15.73	15.73	15.73	No Bid	No Bid	No Bid
			TYPE XI	19.50	19.50	19.50	No Bid	No Bid	No Bid
S81	Stop Sign Face, R1-1, 36" x 36"	Each - Price per Face	TYPE IV	11.69	11.69	11.69	No Bid	No Bid	No Bid
			TYPE VIII	22.65	22.65	22.65	No Bid	No Bid	No Bid
			TYPE IX	22.65	22.65	22.65	No Bid	No Bid	No Bid
			TYPE XI	28.08	28.08	28.08	No Bid	No Bid	No Bid
S82	Stop Sign Face, R1-1, 48" x 48"	Each - Price per Face	TYPE IV	20.79	20.79	20.79	No Bid	No Bid	No Bid
			TYPE VIII	40.28	40.28	40.28	No Bid	No Bid	No Bid
			TYPE IX	40.28	40.28	40.28	No Bid	No Bid	No Bid
			TYPE XI	49.92	49.92	49.92	No Bid	No Bid	No Bid
S83	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Face	TYPE IV	8.38	8.38	8.38	No Bid	No Bid	No Bid
			TYPE VIII	16.38	16.38	16.38	No Bid	No Bid	No Bid
			TYPE IX	16.38	16.38	16.38	No Bid	No Bid	No Bid
			TYPE XI	19.31	19.31	19.31	No Bid	No Bid	No Bid
S84	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Face	TYPE IV	12.06	12.06	12.06	No Bid	No Bid	No Bid
			TYPE VIII	23.58	23.58	23.58	No Bid	No Bid	No Bid
			TYPE IX	23.58	23.58	23.58	No Bid	No Bid	No Bid
			TYPE XI	27.81	27.81	27.81	No Bid	No Bid	No Bid
S85	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Face	TYPE IV	21.44	21.44	21.44	No Bid	No Bid	No Bid
			TYPE VIII	42.24	42.24	42.24	No Bid	No Bid	No Bid
			TYPE IX	42.24	42.24	42.24	No Bid	No Bid	No Bid
			TYPE XI	49.92	49.92	49.92	No Bid	No Bid	No Bid
S86	Yield Sign Face, R1-2, 30"x30"x30"	Each - Price per Face	TYPE IV	4.92	4.92	4.92	No Bid	No Bid	No Bid
			TYPE VIII	8.96	8.96	8.96	No Bid	No Bid	No Bid
			TYPE IX	8.96	8.96	8.96	No Bid	No Bid	No Bid
			TYPE XI	11.47	11.47	11.47	No Bid	No Bid	No Bid
S87	Yield Sign Face, R1-2, 36"x36" x36"	Each - Price per Face	TYPE IV	6.15	6.15	6.15	No Bid	No Bid	No Bid
			TYPE VIII	11.16	11.16	11.16	No Bid	No Bid	No Bid
			TYPE IX	11.16	11.16	11.16	No Bid	No Bid	No Bid
			TYPE XI	18.26	18.26	18.26	No Bid	No Bid	No Bid
S88	Yield Sign Face, R1-2, 48"x48"x48"	Each - Price per Face	TYPE IV	13.47	13.47	13.47	No Bid	No Bid	No Bid
			TYPE VIII	24.88	24.88	24.88	No Bid	No Bid	No Bid
			TYPE IX	24.88	24.88	24.88	No Bid	No Bid	No Bid
			TYPE XI	35.91	35.91	35.91	No Bid	No Bid	No Bid
S89	Highway-Rail Grade Crossing Sign Face	Each - Price per	TYPE IV	12.15	12.15	12.15	No Bid	No Bid	No Bid
			TYPE VIII	22.65	22.65	22.65	No Bid	No Bid	No Bid

S89	W10-1, 36" Dia	Face	TYPE IX	22.65	22.65	22.65	No Bid	No Bid	No Bid
			TYPE XI	28.08	28.08	28.08	No Bid	No Bid	No Bid
S90	Highway-Rail Grade Crossing Sign Face  W10-1, 30" Dia	Each - Price per Face	TYPE IV	8.38	8.38	8.38	No Bid	No Bid	No Bid
			TYPE VIII	15.81	15.81	15.81	No Bid	No Bid	No Bid
			TYPE IX	15.81	15.81	15.81	No Bid	No Bid	No Bid
			TYPE XI	19.50	19.50	19.50	No Bid	No Bid	No Bid
S91	School Advanced Warning Sign Face S1-1, 30" x 30"	Each - Price per Face	TYPE IV	8.50	8.50	8.50	No Bid	No Bid	No Bid
			TYPE VIII	16.81	16.81	16.81	No Bid	No Bid	No Bid
			TYPE IX	16.81	16.81	16.81	No Bid	No Bid	No Bid
			TYPE XI	19.50	19.50	19.50	No Bid	No Bid	No Bid
			Fluorescent Y-G	19.50	19.50	19.50	No Bid	No Bid	No Bid
S92	School Advanced Warning Sign Face S1-1, 36" x 36"	Each - Price per Face	TYPE IV	12.15	12.15	12.15	No Bid	No Bid	No Bid
			TYPE VIII	24.21	24.21	24.21	No Bid	No Bid	No Bid
			TYPE IX	24.21	24.21	24.21	No Bid	No Bid	No Bid
			TYPE XI	28.08	28.08	28.08	No Bid	No Bid	No Bid
			Fluorescent Y-G	28.08	28.08	28.08	No Bid	No Bid	No Bid
BIDDERS:				VULCAN SIGNS			Nippon Carbide Industries		
ITEM NO	SIGN FACES ONLY - DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Sign Face Sq. Ft.			Unit Price per Sign Face Sq. Ft.		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+	QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S93	All regulatory sign faces , MUTCD Chapters 2B & 5B	Price per Face Square Foot	TYPE IV	1.30	1.30	1.30	No Bid	No Bid	No Bid
			TYPE VIII	2.65	2.65	2.65	No Bid	No Bid	No Bid
			TYPE IX	2.65	2.65	2.65	No Bid	No Bid	No Bid
S94	All warning signs, MUTCD Chapters 2C & 5C	Price per Face Square Foot	TYPE IV	1.30	1.30	1.30	No Bid	No Bid	No Bid
			TYPE VIII	2.65	2.65	2.65	No Bid	No Bid	No Bid
			TYPE IX	2.65	2.65	2.65	No Bid	No Bid	No Bid
S95	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Face Square Foot	TYPE IV	1.30	1.30	1.30	No Bid	No Bid	No Bid
			TYPE VIII	2.65	2.65	2.65	No Bid	No Bid	No Bid
			TYPE IX	2.65	2.65	2.65	No Bid	No Bid	No Bid
			Fluorescent	2.75	2.75	2.75	No Bid	No Bid	No Bid
S96	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Face Square Foot	TYPE IV	1.35	1.35	1.35	No Bid	No Bid	No Bid
			TYPE VIII	2.65	2.65	2.65	No Bid	No Bid	No Bid
			TYPE IX	2.65	2.65	2.65	No Bid	No Bid	No Bid
			Fluorescent Y-G	2.75	2.75	2.75	No Bid	No Bid	No Bid
S97	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Face Square Foot	TYPE IV	1.35	1.35	1.35	No Bid	No Bid	No Bid
			TYPE VIII	2.65	2.65	2.65	No Bid	No Bid	No Bid
			TYPE IX	2.65	2.65	2.65	No Bid	No Bid	No Bid
S98	All Guide signs, MUTCD Chapters 2D & 5D	Price per Face Square Foot	TYPE IV	1.35	1.35	1.35	No Bid	No Bid	No Bid
			TYPE VIII	2.65	2.65	2.65	No Bid	No Bid	No Bid
			TYPE IX	2.65	2.65	2.65	No Bid	No Bid	No Bid
S99	County Route Sign (M1-6) Face with County Name and Border; MUTCD Chapter 2D	Price per Square Foot per Sign	TYPE IV	1.35	1.35	1.35	No Bid	No Bid	No Bid
			TYPE VIII	2.65	2.65	2.65	No Bid	No Bid	No Bid
			TYPE IX	2.65	2.65	2.65	No Bid	No Bid	No Bid
S100	County Route Sign (M1-6) Face with County Name, Road Number and Border; MUTCD Chapter 2D (Route signs with	Price per Square	TYPE IV	1.35	1.35	1.35	No Bid	No Bid	No Bid
			TYPE VIII	2.65	2.65	2.65	No Bid	No Bid	No Bid



	Number and Letter, MUTCD Chapter 2B (Note: Signs with different numbers are not included in total for quantity pricing)	Foot per Sign	TYPE IX	2.65	2.65	2.65	No Bid	No Bid	No Bid
S101	Hazard Board, yellow and black, 48"x24"	Price per Face Square Foot	TYPE IV	1.30	1.30	1.30	No Bid	No Bid	No Bid
			TYPE VIII	2.65	2.65	2.65	No Bid	No Bid	No Bid
			TYPE IX	2.65	2.65	2.65	No Bid	No Bid	No Bid
BIDDERS:				VULCAN SIGNS			Nippon Carbide Industries		
ITEM NO	Pressure Sensitive Cut Upper/Lower Letters and Numbers	UNIT	SHEET GRADE (ALDOT)	Price per Packet of 25 of same Letter/No.			Price per Packet of 25 of same Letter/No.		
				Series B	Series D	Series E(M)	Series B	Series D	Series E(M)
S102	<b>2 Inch</b> Cut Letters and Numbers	Pack of 25	Black	1.94	2.58	No Bid	No Bid	No Bid	No Bid
S103	<b>3 Inch</b> Cut Letters and Numbers	Pack of 25	Black	2.58	2.80	No Bid	No Bid	No Bid	No Bid
S104	<b>5 Inch</b> Cut Letters and Numbers	Pack of 25	Black	3.92	5.04	6.05	No Bid	No Bid	No Bid
S105	<b>8 Inch</b> Cut Letters and Numbers	Pack of 25	Black	7.05	9.85	12.62	No Bid	No Bid	No Bid
S106	<b>2 inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	2.25	4.30	No Bid	No Bid	No Bid	No Bid
			TYPE III	2.25	4.30	No Bid	No Bid	No Bid	No Bid
			TYPE IV	2.25	4.30	No Bid	No Bid	No Bid	No Bid
S107	<b>3 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	4.30	4.99	No Bid	No Bid	No Bid	No Bid
			TYPE III	4.30	4.99	No Bid	No Bid	No Bid	No Bid
			TYPE IV	4.30	4.99	No Bid	No Bid	No Bid	No Bid
S108	<b>4.5 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	8.00	No Bid	No Bid	No Bid	No Bid	No Bid
			TYPE III	8.00	No Bid	No Bid	No Bid	No Bid	No Bid
			TYPE IV	8.00	No Bid	No Bid	No Bid	No Bid	No Bid
S109	<b>5 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	8.08	11.66	14.96	No Bid	No Bid	No Bid
			TYPE III	8.08	11.66	14.96	No Bid	No Bid	No Bid
			TYPE IV	8.08	11.66	14.96	No Bid	No Bid	No Bid
S110	<b>6 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	10.93	16.01	18.07	No Bid	No Bid	No Bid
			TYPE III	10.93	16.01	18.07	No Bid	No Bid	No Bid
			TYPE IV	10.93	16.01	18.07	No Bid	No Bid	No Bid
S111	<b>8 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	18.12	27.11	32.69	No Bid	No Bid	No Bid
			TYPE III	18.12	27.11	32.69	No Bid	No Bid	No Bid
			TYPE IV	18.12	27.11	32.69	No Bid	No Bid	No Bid
BIDDERS:				VULCAN SIGNS			Nippon Carbide Industries		
ITEM NO	TYPE III BARRICADES ASSEMBLY	UNIT	TYPE III PANEL TYPE	Unit Price Per Barricade Assembly			Unit Price Per Barricade Assembly		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+	QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S112	Type III Barricades, PSST, Complete Assembly*, MUTCD Chapter 6F, 6" stripe w/ Left or Right Slant, <b>PANELS 8 Inches wide x 8 Feet Long</b>	8" - Price per each Complete Barricade Assembly	Plastic	297.50	275.00	250.00	No Bid	No Bid	No Bid
			3/4" ACX Plywood	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
			Aluminum	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
S113	Type III Barricades, PSST, Complete Assembly*, MUTCD Chapter 6F, 6" stripe w/ Left or Right Slant, <b>PANELS 10 Inches wide x 8 Feet Long</b>	10" - Price per each Complete Barricade Assembly	Plastic	325.00	302.50	275.00	No Bid	No Bid	No Bid
			3/4" ACX Plywood	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
			Aluminum	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

\* PSST (perforated square steel tube) barricade assembly that meets or exceeds the following specs and FHWA criteria:

- 1) Plastic Panel: Hollow extruded rigid polyolefin or HD polyethylene. Frangible plastics such as PVC may not be used.
- 2) 2ea. Horizontal legs: 1.75" PSST, 60" long with stub tube / 2 ea. Vertical supports: 1.5" PSST, 62" tall
- 3) Frame: Telespar (or equiv) PSST, galvanized, 14 gage, hot rolled high carbon steel
- 4) Panel Bolts: 3/8" STD strength steel bolts with nuts and lock washers. 1" o.d. washers with wood or plastic panels
- 5) Type III Barricades Panels shall be Type IV sheeting with alternating Orange and White Stripes

BIDDERS:				VULCAN SIGNS			Nippon Carbide Industries		
ITEM NO	BARREL WRAP		UNIT	Unit price per 72" x 36" sections			Unit price per 72" x 36" sections		
				QUANTITIES 1-10	QUANTITIES 11-20	QUANTITIES 21-30	QUANTITIES 1-10	QUANTITIES 11-20	QUANTITIES 21-30
S114	72" x 36" Sections with 6" Alternating HIP black/yellow stripes on <b>040 Gauge Metal</b>		Price Per Each Section w/ metal	96.95	96.95	96.95	No Bid	No Bid	No Bid

**NOTE: Quantity pricing, if applicable, will only apply to individual orders of identical signs, blanks, faces, post etc....**

**BID NOTES :**

**Vulcan:** Add 5% for each additional Color; S19, S20, S21, S96 Fluorescent prices do not include signs that require patches.

Nippon Carbide Industries: Roll Goods - S65, S67, s70 - all items except 6", 9", 18" ; Type II - Available in all colors, Type III - Available in all colors,

Type IV - Available in All Colors except Brown



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1121, **Version:** 1

**Item #:** B5

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Teddy Faust, Revenue Commissioner/Brian Peacock, CIS Director/Adam Scarborough, Assistant CIS Director

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

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### **ITEM TITLE**

Competitive Bid #WG19-32 - Provision of Services to Convert Microfilm to Digital Images for the Baldwin County Revenue Commission

### **STAFF RECOMMENDATION**

Award the bid to the lowest bidder, **Scanning America, Inc.**, for the Provision of Services to convert Microfilm to Digital Images as follows and authorize the Chairman to execute the Contract.

**Cost per Digitally converted Microfilm Image: \$0.008 per Image**

**Image Scanner Model: NextScan Eclipse 1200**

### **BACKGROUND INFORMATION**

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

03/19/19 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Services to Convert Microfilm to Digital Images; and 2) Further, authorized the Chairman/ Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addenda or clarifications if required after the bid is advertised.

**Background:** Bids opened in the Purchasing Conference Room on April 12, 2019, at 1:30 P.M. Eight (8) bids were received. The lowest bid was received from Scanning America, Inc. The scope of work is to convert approximately 2,147,400 microfilm images of public records to digital PDF file format. Recommend the Commission award the bid to the lowest bidder, Scanning America, Inc., as per the attached bid tabulation and authorize the Chairman to execute the Contract.

Twenty (20) Vendors registered on the County website were notified by email and sent a postcard, via U.S. Postal Service notifying them of this solicitation.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** estimated \$20,000.00

**Budget line item(s) to be used:** 51810.5499.3

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

### **LEGAL IMPACT**

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

**Reviewed/approved by:** David Conner

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 05/21/2019

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

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

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

**COMPETITIVE BID #WG19-32 - BID TABULATION**  
**Provision of Services to Convert Microfilm to Digital Images**

<b>BIDDER: Business Systems &amp; Consultants, Inc.</b>	
Bid Amount:	
Image Scanner Model:	Nexscan Flexscan
Total Cost per digitally converted Microfilm Image:	<b>\$0.01</b> per Image
Bid Bond: Yes	

<b>BIDDER: The Crowley Company</b>	
Bid Amount:	
Image Scanner Model:	Crowley/Mekel Mach 10 Microfilm Scanner
Total Cost per digitally converted Microfilm Image:	<b>\$0.013</b> per Image
Bid Bond: Yes	

<b>BIDDER: NMS Imaging, Inc.</b>	
Bid Amount:	
Image Scanner Model:	FlexScan 600
Total Cost per digitally converted Microfilm Image:	<b>\$0.0167</b> per Image
Bid Bond: Yes	

<b>BIDDER: Vital Records Control</b>	
Bid Amount:	
Image Scanner Model:	NextScan FlexScan 800
Total Cost per digitally converted Microfilm Image:	<b>\$0.0297</b> per Image
Bid Bond: Yes	

<b>BIDDER: Scanning America, Inc.</b>	
Bid Amount:	
Image Scanner Model:	NextScan Eclipse 1200
Total Cost per digitally converted Microfilm Image:	<b>\$0.008</b> per Image
Bid Bond: Yes	

<b>BIDDER: Pioneer Records Management</b>	
Bid Amount:	
Image Scanner Model:	Sunrise Apollo
Total Cost per digitally converted Microfilm Image:	<b>\$0.23</b> per Image
Bid Bond: Yes	

<b>BIDDER: Infovision21, Inc.</b>	
Bid Amount:	
Image Scanner Model:	NextScan FlexScan
Total Cost per digitally converted Microfilm Image:	<b>\$0.0106</b> per Image
Bid Bond: Yes	

<b>BIDDER: Konica Minolta Business Solutions U.S.A., Inc.</b>	
Bid Amount:	
Image Scanner Model:	NextScan FlexScan or similar
Total Cost per digitally converted Microfilm Image:	<b>\$0.02.6</b> per Image
Bid Bond: Yes	

Tameran Graphic Systems, Inc.  
 Bid Package was refused. UPS delivered at 1:29PM.  
 Bid Packages were due by 1:00 PM. UPS took the package back.

State of Alabama )

County of Baldwin )

## CONTRACT FOR PROFESSIONAL SERVICES

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

### WITNESSETH:

**Whereas**, at its regular meeting on Tuesday, March 19, 2019, the COUNTY authorized staff to solicit bids for the Provision of Services to Convert Microfilm to Digital Images for the Baldwin County Revenue Commission; and

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

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

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

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

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

XIV. Ownership of Documents/Work. The COUNTY shall be the 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:                      Scanning America, Inc.  
   1440 N. 3<sup>rd</sup> Street  
   Lawrence, KS 66044  
   ATTN: Terry Borovitchky

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 #WG19-32**", the same being expressly incorporated herein by reference, and without limitation will encompass:

**"Competitive Bid #WG19-32 – Provision of Services to Convert Microfilm to Digital Images for the Baldwin County Revenue 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 **\$0.008 per image.** 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 originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

\_\_\_\_\_  
CHARLES F. GRUBER/                      Date  
Chairman

\_\_\_\_\_  
WAYNE DYESS/                      Date  
County Administrator

State of Alabama                      )

County of Baldwin                      )

I, \_\_\_\_\_ Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administration, 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**PROVIDER:**

*Scanning America, Inc.*

\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

**NOTARY PAGE TO FOLLOW**

State of Alabama)

County of \_\_\_\_\_)

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1143, **Version:** 1

**Item #:** B6

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

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

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

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### ITEM TITLE

Competitive Bid #WG19-34 - Purchase of Equipment for Multi-channel Video and Streaming Server for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the bid to the lowest bidder, **Castus Corporation**, for the Purchase of Equipment for Multi-channel Video and Streaming Server as per the attached Award Listing.

### BACKGROUND INFORMATION

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

02/5/2019 meeting: Authorized the Communications and Information Systems (CIS) to begin Phase II of the video production and streaming of Baldwin County Commission Content.

04/2/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Purchase of Equipment for Multi-Channel Video and Streaming Server; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**Background:** Bids opened in the Purchasing Conference Room on April 23, 2019, at 1:30 P.M. Two (2) bids were received. The lowest bid was received from Castus Corporation for the purchase of equipment for multi-channel video and streaming server that will provide resources needed for video scheduling and broadcast automation. CIS will be able to integrate multi-channel scheduled playout, have multi-input ingest capability, allow for graphic overlays, video editing, and file management through use of a web interface. It will also allow for streaming of customized channels live to the web and allow for video on demand for both internal and external users. Through the use of these resources CIS will also provide a cloud-based solution to host, archive, maintain, and serve publicly accessible live and on-demand CCM audio, video, and associated content and metadata, 24 hours a day, 7 days per week online to multiple PEG channel providers. Staff recommendation is to award the bid to the lowest bidder, Castus Corporation per the attached Award Listing. Bid tabulation attached.

Two Hundred and Six (206) Vendors registered on the County website were notified by email and sent a postcard, via U.S. Postal Service notifying them of this solicitation.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$40,920.00 for first 3 years

**Budget line item(s) to be used:** 51125.5500

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

### LEGAL IMPACT

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

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

**Additional comments:** N/A

### ADVERTISING REQUIREMENTS

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

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

### FOLLOW UP IMPLEMENTATION

**For time-sensitive follow up, select deadline date for follow up:** 05/21/2019

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

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

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

**COMPETITIVE BID #WG19-34 Award Listing**  
**Purchase of Equipment for Multi-Channel Video & Streaming Server**

<b>BIDDER:</b>		<b>Castus Corporation</b>
<b><u>Bid Amount</u></b>		
HD/SD Multi Channel Video Server with 3-year Hardware Support:		\$18,995.00
HD/SD VOD & Streaming Server with 3-year Hardware Support:		\$6,255.00
Phone support for installation and training:		\$4,000.00
3 years Hosted CDN Streaming Services:		\$2,985.00
3 years Hosted Streaming storage and unlimited streaming:		\$5,985.00
3 years 24/7 software and design support:		\$2,700.00
<b><u>Recurring Annual Charges Beyond Three Years</u></b>		
HD/SD Multi Channel Video Server Hardware Support:		\$500.00
HD/SD VOD & Streaming Server Hardware Support:		\$500.00
Hosted CDN Streaming Services:		\$995.00
Hosted Streaming storage and unlimited streaming:		\$1,995.00
24/7 software and design support:		\$1,200.00

**COMPETITIVE BID #WG19-34 - Bid Tabulation****Purchase of Equipment for Multi-Channel Video & Streaming Server**

<b>BIDDER: Castus Corporation</b>	
<b><u>Bid Amount</u></b>	
HD/SD Multi Channel Video Server with 3-year Hardware Support:	\$18,995.00
HD/SD VOD & Streaming Server with 3-year Hardware Support:	\$6,255.00
Phone support for installation and training:	\$4,000.00
3 years Hosted CDN Streaming Services:	\$2,985.00
3 years Hosted Streaming storage and unlimited streaming:	\$5,985.00
3 years 24/7 software and design support:	\$2,700.00
<b><u>Recurring Annual Charges Beyond Three Years</u></b>	
HD/SD Multi Channel Video Server Hardware Support:	\$500.00
HD/SD VOD & Streaming Server Hardware Support:	\$500.00
Hosted CDN Streaming Services:	\$995.00
Hosted Streaming storage and unlimited streaming:	\$1,995.00
24/7 software and design support:	\$1,200.00
Bid Bond: Yes	

<b>BIDDER: TelVue Corporation</b>	
<b><u>Bid Amount</u></b>	
HD/SD Multi Channel Video Server with 3-year Hardware Support:	\$25,935.00
HD/SD VOD & Streaming Server with 3-year Hardware Support:	\$7,920.00
Phone support for installation and training:	\$0.00
3 years Hosted CDN Streaming Services:	\$10,350.00
3 years Hosted Streaming storage and unlimited streaming:	combined above
3 years 24/7 software and design support:	\$3,390.00
<b><u>Recurring Annual Charges Beyond Three Years</u></b>	
HD/SD Multi Channel Video Server Hardware Support:	\$2,190.00
HD/SD VOD & Streaming Server Hardware Support:	combined above
Hosted CDN Streaming Services:	\$3,450.00
Hosted Streaming storage and unlimited streaming:	combined above
24/7 software and design support:	\$0.00
Bid Bond: Yes	





# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1182, **Version:** 1

**Item #:** B7

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

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

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

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### ITEM TITLE

Competitive Bid #WG19-35 - Purchase and Delivery of Pre-cast Concrete Restroom Building at the Bicentennial Park Located in Bay Minette, Alabama for the Baldwin County Commission

### STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Purchasing Director to re-bid for the Purchase and Delivery of Pre-Cast Concrete Restroom Building at the Bicentennial Park located in Bay Minette; and
- 2) Authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### BACKGROUND INFORMATION

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

04/02/19 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Purchase and Delivery of Pre-Cast Concrete Restroom Building at the Bicentennial Park located in Bay Minette, AL; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**Background:** Bids were set to open in the Purchasing Conference Room on April 30, 2019, at 2:00 P.M. No bids were received by the required 1:30 P.M. deadline. Recommend the Commission authorize the Purchasing Director re-bid for the Purchase and Delivery of Pre-Cast Concrete Restroom Building at the Bicentennial Park located in Bay Minette, AL.

### FINANCIAL IMPACT

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

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

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

**LEGAL IMPACT**

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

Reviewed/approved by: N/A

Additional comments: N/A

**ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

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

**FOLLOW UP IMPLEMENTATION**

For time-sensitive follow up, select deadline date for follow up: 05/21/2019

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

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

Additional instructions/notes: N/A

### **BID #WG19-35A 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.

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

### **PREPARATION OF BIDS**

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

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

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.

### **BID RESPONSE FORM**

**Each bidder shall 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.**

### **DELIVERY**

As soon as possible, but not more than Ninety (90) to One-Hundred Twenty (120) days after the bid award. Delivery time shall be designated on the Bid Response Form. Delivery shall be to the Baldwin County Bicentennial Park, located at 51233 State Highway 225, Bay Minette, Alabama, 36567. Delivery shall be setup with Matthew Brown at (251) 937-9561 Ext. 4055.

### **BIDDERS QUALIFICATIONS**

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

### **LAWS AND REGULATIONS**

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

### **CONTRACTORS AND SUBCONTRACTORS AND INSURANCE**

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

### **COMPENSATION INSURANCE**

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

### **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

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

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

### **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

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

### **COUNTY'S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County's protective Liability policies issued in the

names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

**HOLD HARMLESS PROVISION**

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

**SUBCONTRACTOR’S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

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

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

**BASE BID SCOPE AND SPECIFICATIONS**

**1.0 SCOPE**

This specification covers the construction and delivery of a pre-cast concrete restroom facility.

**2.0 SPECIFICATIONS**

ASTM C33	Concrete Aggregates
ASTM C39	Method of Test for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C143	Method of Test for Slump of Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM A185	Standard Specification for Steel Welded Wire Reinforcement, Plain, or Concrete
ASTM C192	Method of Making and Curing Test Specimens in the Laboratory
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C309	Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bar for Concrete Reinforcement

ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcine Natural Pozzolan for Use in Concrete
ASTM C979	Standard Specification for Pigments for Integrally Colored Concrete
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
ACI 211.1	Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 306	Cold Weather Concreting
ACI 318	Building Code Requirements Structural Concrete and Commentary (includes Errata)
PCI MNL 116	Quality Control for Plants and Production of Precast Prestressed Concrete Products

### **3.0 MANUFACTURING CRITERIA**

The manufacturer supplying the requested precast concrete restroom facility must meet the following manufacturing criteria:

- A.** Manufacturing plant must be ISO 9001 certified at the time of bid.
- B.** Manufacturing plant must be PCI certified at the time of bid.
- C.** Contractor must not have defaulted on any contract within the last five (5) years.
- D.** Contractor must provide stamped, engineered drawings prior to acceptance of bid and award contract.
- E.** Manufacturer must show four (4) examples of precast concrete restroom facility produced, installed and in use as an example of their ability to perform this contract.
- F.** Manufacturer shall provide a warranty against defects in material and workmanship for a period of twenty (20) years on all concrete components.

### **4.0 DESIGN CRITERIA**

The restroom facility shall be designed to individually meet the following criteria. The low bidder shall provide calculations and engineer's stamped drawings to County for approval prior to manufacturing the building. The design criteria shall ensure that the restroom facility shall not only withstand the forces of nature listed below, but to provide protection from vandalism and other unforeseen hazards. The building's structural and foundation design must be relevant to the region and properties associated with its final placement. Design shall also meet all applicable accessibility and building code requirements for the site. The building shall also meet various structural loads such as below, but not limited to/or restricted by them.

#### **A. Floor Load**

- 1.** The restroom facility shall be designed to withstand 400 PSF floor load.

**B. Wind Load**

1. The restroom facility shall withstand the effects of 150 miles per hour (3-second gust) wind exposure C.

**C. Earthquake**

1. The restroom facility shall withstand the effects of a seismic group 1 design category E earthquake.

**D. Additional Design Standards**

1. The restroom facility shall be designed to meet the accessibility requirements put forth by federal, state, and local statutes.
2. The restroom facility shall be an all concrete design with a minimum 3/12 roof pitch. The restroom facility shall have a minimum 4" wall, 4½" roof, and 5" floor thickness.
3. All wall to floor interior surface seams shall have a minimum 1" radius coving made of high strength grout.
4. Design and specifications for rigging and crane necessary to offload building at final site.

**5.0 MATERIALS**

**A. Concrete – General**

1. The concrete mix design shall be ACI 211.1 to produce concrete of good workability.
2. Concrete shall contain a minimum of 675 pounds of cementitious material per yard. Cement shall be a low alkali type I/II or III conforming to ASTM C150.
3. Coarse aggregates used in the concrete mix design shall conform to ASTM C33 with the designated size of coarse aggregate #67.
4. Maximum water/cement ratio shall not exceed .45.
5. Air-entraining admixtures shall conform to ASTM C260. Water reducing admixtures shall conform to ASTM C494, Type A.
6. If Self Compacting Concrete (SCC) shall be used, it must conform to ASTM C1611.

**B. Colored Concrete**

1. Color additives shall conform to ASTM C979. A 12" x 12" x 1" color samples shall be provided for County approval.
2. The following shall contain colored concrete:
  - a. Toilet building roof panels.
  - b. Building walls.
  - c. Screen panels.
3. The same brand and type of color additive shall be used throughout the manufacturing process.

4. All ingredients shall be weighed and the mixing operation shall be adequate to ensure uniform dispersion of the color.

**C. Concrete Reinforcement**

1. All reinforcing steel shall conform to ASTM A615. All welded wire fabric shall conform to ASTM A185.
2. All reinforcements shall be new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.
3. Details not shown on drawings or specified shall be to ACI 318.
4. Steel reinforcement shall be centered in the cross-sectional area of the walls and shall have at least 1 1/4" of cover on the under surface of the floor.
5. The maximum allowable variation for center-center spacing of reinforcing steel shall be 1/2".
6. Full lengths of reinforcing steel shall be used when possible. When splices shall be necessary on long runs, splices shall be alternated from opposite sides of the components for adjacent steel bars.
7. Lap bars under #4 a minimum of 12" bar diameters.
8. Lap bars larger than #4 a minimum of 24" bar diameters.
9. Reinforcing bars shall be bent cold. No bars partially embedded in concrete shall be field bent unless approved by the County.

**D. Caulking, Grout, Adhesive and Sealer**

1. Caulking service temperatures from -40°F to +194°F.
2. Interior and exterior joints shall be caulked with a paintable polyurethane sealant.
3. Grout shall be a non-shrink type and shall be painted to match the color of surrounding concrete as nearly as possible.
4. Cement base coating shall be formulated with a very fine aggregate system.

**E. Paint**

1. All paints and materials shall conform to all federal specifications or be similar "top-of-the-line-components."
2. Type of paints for toilets.
  - a. Inside concrete surfaces.
    - i. Interior floors shall be a chemical resistant urethane. The color shall be gray.
    - ii. Interior walls and ceilings shall be a modified acrylic, water repellent penetrating stain. The color shall be white followed by a clear acrylic anti-graffiti sealer.
  - b. Metal surfaces both inside and out.
    - i. DTM ALKYD (rust control metal primer).
  - c. Exterior concrete surfaces.
    - i. Exterior slab shall be clear sealer.



- ii. Exterior walls and roof shall be a water repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti-graffiti sealer.

**F. Grab Bars**

1. Grab bars shall be 18-gauge, type 304 stainless steel with 1½" clearance. Grab bars shall each be able to withstand 300-pound top loading.

**G. Toilet Paper Dispenser**

1. Dispenser shall be constructed of ¼" thick, type 304 stainless steel. Dispenser shall be capable of holding (can hold) three (3) standard rolls of toilet paper. Toilet paper holder fastening system must be able to withstand 300-pound top loading.

**H. Steel Doors**

1. Doors shall be flush panel type 1¾" thick, minimum 16-gauge galvanized steel, top painted with DTM ALKYD.
2. Door frames shall be knockdown or welded type, single rabbet, minimum 16-gauge prime coated steel top painted with DTM ALKYD, width to suit wall thickness. Three (3) rubber door silencers shall be provided on latch side of frame.

**I. Door Hinges**

1. Door hinges shall be three (3) per door with dull chrome plating 4½" x 4½", adjustable tension, and automatic closing for each door.

**J. Lockset**

1. Lockset shall meet ANSI A156.2 Series 4000, Grade 1 cylindrical lockset for exterior door.
2. Lever handle both inside and out.
3. Either handle operates latch unless outside handle shall be locked by inside push-button.
4. Push-button shall automatically release when inside lever handle shall be turned or door shall be closed.
5. Emergency slot on exterior so door can be unlocked from the outside with a coin, screwdriver, etc.
6. Inside lever always active.
7. U.S. 26D finish.

**K. Dead Bolt**

1. Certified ANSI/BHMA A156.5-2001 Grade 1.
2. Heavy duty tamper resistant.
3. 2¾" backset.
4. U.S. 26D finish.

**L. Doorstop**

1. Doorstop shall be a dome style stop meeting ANSI 156.16.

**M. Double Coat Hook**

1. Coat hook shall be 304 stainless steel 16-gauge (1.5mm), formed construction with a satin finish and have  $\frac{3}{8}$ " x  $\frac{7}{8}$ " nail in anchor. Upper hook shall extend at least 2½" from the wall. Lower hook shall extend at least 1¼" from the wall.

**N. Door Sweep**

1. Door sweep shall be provided at the bottom of door and shall be an adjustable brush type.

**O. Wall Vent**

1. Wall vent shall be crank operated allowing the unit to be opened or closed. Crank shall be removable. Vent cover shall be 14-gauge 304 stainless steel and anchored into the concrete wall with high strength anti-rust tap con fasteners. Vent to come with insect screen. Cover to be recessed a minimum  $\frac{3}{4}$ " on exterior walls with a 45-degree bevel. Interior to be flush mounted. Wall vent shall not protrude from the wall.

**P. Signs**

1. Signs to have raised pictograms, letters, and braille to meet ADA.

**Q. Windows**

1. Window frames shall be constructed from steel.
2. Window glazing shall be  $\frac{3}{8}$ " thick translucent pebble finished mar-resistant Lexan.
3. Windows to have  $\frac{3}{4}$ " recess with 45-degree bevel.
4. Window frames to have vandal resistant fasteners.

**R. Mirrors**

1. Mirror to be 18" x 36" frameless 430 18-gauge stainless steel with #8 bright polish.

**S. Plumbing**

1. All fixtures to meet ANSI A112.19.2.
2. Plumbing shall be concealed in the service area.
3. *Flush valve* – Concealed closet flush-o-meter constructed of rough brass. Furnish valve with integral vacuum breaker and wall mounted push button. Valve shall be of a water saver type with a flow of 1.6 gallons per flush.
4. *Hammer arrester* – Installed on water line.
5. *Hose bib* – Available in the chase area.
6. *Lavatory* – Vitreous china with back splashguard, front overflow opening, equipped with brass trap and drainpipe without stopper. Sink shall be 20" wide x 18" front to back x  $5\frac{3}{4}$ " deep with ADA trap cover. Optional stainless-steel fixtures available.
7. Main shut-off valve and drain.

8. *Toilet* – Constructed of vitreous china, wall hung, with siphon jet action. Toilet shall have a back spud for a concealed flush valve connection and shall be mounted with the top of the seat 18” above the finished floor. Seat shall be heavy duty solid plastic with an open front. Optional stainless-steel fixtures available.
9. Trap primer distribution unit.
10. *Waste and vent material* – ABS or PVC plastic and shall be plumbed to meet Uniform Building Codes.
11. *Water material* – Copper tubing Type L, hard drawn. A gate valve shall be provided at the inlet end of the water line. All water lines shall be of a size to provide proper flushing action based on a nominal water pressure of 40 psi.
12. *Water valve* – Self-closing water set with indexed push button.

**T. Electrical**

1. All components shall be UL listed.
2. *Breaker panel* – 100 amps, mounted to meet electrical code.
3. *Interior lighting* – Vandal resistant fixtures with built-in occupancy sensor, energy efficient LED lights, and lifetime warranty.
4. *Exterior lighting* – Vandal resistant fixtures with built-in photoelectric switch, energy efficient LED lights.
5. *Exhaust fans* – All wet location motion activated with speed control in chase area to control CFM.
6. *Wiring* – Conduit, surface mounted in the service area and concealed in the user compartments. All wire shall be copper.

## **6.0 MANUFACTURE**

**A. Finishing Concrete**

1. All exterior building walls and exterior screen walls shall be barnwood texture.
2. All exterior surfaces of the roof panels shall be cast to simulate cedar shake texture. The underside of the overhang shall have a smooth finish.

**B. Cracks and Patching**

1. Cracks in concrete components which shall be judged to affect the structural integrity of the building shall be rejected.
2. Small holes, depressions, and air voids shall be patched with a suitable material. The patch shall match the finish and texture of the surrounding surface.
3. Patching shall not be allowed on defective areas if the structural integrity of the building shall be affected.

## **7.0 FINISHING AND FABRICATION**

**A. Structural Joints**

1. Wall components shall be joined together in the manner specified in the engineer's plans.
  2. The inside seams shall be a paintable caulk. The outside seams shall use a caulk in a coordinating building color or clear.
  3. Walls and roof shall be joined in the manner specified in the engineer's plans.
  4. The joint between the floor slab and walls shall be joined with a grout mixture on the inside, a matching colored caulk on the outside and two (2) weld plates 6" long per wall.
- B. Painting/Staining**
1. An appropriate curing time shall be allowed before paint shall be applied to concrete.
  2. Schedule of finishes.
    - a. Inside concrete surfaces.
      - i. Inside floors shall be one (1) coat of 1-part water based chemical resistant urethane.
      - ii. Interior walls and ceilings shall be two (2) coats of a modified acrylic, water repellent penetrating stain, followed by one (1) coat of clear sealer.
    - b. Metal surfaces both inside and out.
      - i. Two (2) coats of DTM ALKYD.
    - c. Exterior concrete surfaces.
      - i. Exterior walls shall be two (2) coats of water repellent penetrating stain in the same color as the walls or roof followed by one (1) coat of clear acrylic anti-graffiti sealer.

## **8.0 TESTING**

The following tests shall be performed on concrete used in the manufacture of toilets. All testing shall be performed in a PCI certified laboratory. Testing shall only be performed by qualified individuals who have been certified ACI Technician Grade 1. Sampling shall be in accordance with ASTM C172.

- A.** The air content of the concrete shall be checked per ASTM C231 on the first batch of concrete. The air content shall be in the range of 5.0% +/- 2.0%.
- B.** The compressive strength of the cylinders shall be tested to ASTM C39. We shall make one (1) cylinder for release, one (1) for seven (7) days and one (1) for 28 days. The release must be a minimum strength of 2500 psi, the 7-day must be a minimum of 4500 psi and the 28-day must be a minimum of 5000 psi.
- C.** A copy of all test reports shall be available to the County as soon as 28-day test results shall be available.

## **9.0 INSTALLATION**

- A. Scope of Work**

1. Work specified under this section relates to the placement of the unit on County prepared foundation.
- B. Work to be performed by Contractor**
  1. Provide site and equipment requirements for off-loading restroom facility.
  2. Deliver restroom facility to address set forth on the attached location map.
- C. Work to be performed by County**
  1. It shall be the responsibility of the County to:
    - a. Provide exact location by stakes or other approved method.
    - b. Provide clear and level site free of overhead and/or underground obstructions.
    - c. Provide access to the site for truck delivery and sufficient area for the crane to install and the equipment to perform the contract requirements.
    - d. Provide crane for off-loading and placing of the restroom facility.
    - e. Construct utility pad with water, electrical, and sewage site connections to be placed per the Contractor-supplied engineer's drawings.
    - f. Compacting - The bottom of the area must be compacted after it has been dug out. After the base has been placed, it must be compacted as well. The bearing of the soil and base should be a minimum of 1,500 pounds per square foot.
    - g. Base - After compacting the bottom of the area, a minimum of 6" thick and consist of  $\frac{3}{4}$ " minus crushed rock (i.e. road base material) compacted to 95% of optimal density in accordance with ASTM D1557. Finished surface of sub-base shall be flat and level, with a maximum deviation of  $-\frac{1}{2}$ ",  $+0$ " from a true horizontal plane. The base should be placed for support, leveling and drainage purposes, and to limit frost action. The base must be confined to prevent washout, erosion, or any other undermining.

## **10.0 WARRANTY**

The Contractor shall provide a warranty against defects in material or workmanship for a period of twenty (20) years on all concrete components. The contract shall provide a warranty against defects in material and workmanship for a period of one (1) year on all non-concrete component

## **BID ALTERNATES/ADDITIVES**

The County requests that each bidder provide bids for the following alternates/additive items. The bidder shall bid these items as an additional cost to the base bid and County shall select any additives/alternates at time of award.

- A. Exterior ADA Compliant Drinking Fountain**
- B. 4-gallon Electric Water Heater**
- C. Warm Air, ADA Compliant, Vandal Resistant Electric Hand Dryers**

**BID #WG19-35A RESPONSE FORM**

Purchase & Delivery of Pre-Cast Concrete Restroom Building

Page 1 of 2

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

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

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

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

Company Rep \_\_\_\_\_

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

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

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

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

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

**BID #WG19-35A RESPONSE FORM**

Purchase &amp; Delivery of Pre-Cast Concrete Restroom Building

Page 2 of 2

**BID TABLE**

<b>BASE BID</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>BID PRICE</b>
Pre-cast Concrete Restroom Facility	Lump Sum	1		

<b>ADDITIVES</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>BID PRICE</b>
ADA Compliant Drinking Fountain	Lump Sum	1		
4-Gallon Electric Water Heater	Lump Sum	1		

<b>ALTERNATES</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>BID PRICE</b>
Electric Hand Dryers (Instead of Paper Towel Dispenser)	Lump Sum	2		

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

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 #WG19-35A**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“Competitive Bid #WG19-35A – Purchase and Delivery of a Pre-Cast Concrete Restroom Building at the Bicentennial Park Located in Bay Minette, Alabama for the Baldwin County Commission.**

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

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

- XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving 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 **Ninety (90) to One Hundred and Twenty days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker’s Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer’s Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days’ notice to County in the event of cancellation, termination or any change in such insurance policies. The 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.

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

COUNTY

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
CHARLES F. GRUBER/ Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
WAYNE DYESS/ Date  
County Administrator

State of Alabama )

County of Baldwin )

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

GIVEN under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
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, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

Notary Public  
My Commission Expires



# Baldwin County Commission

## Agenda Action Form

**File #:** 19-1206, **Version:** 1

**Item #:** B8

**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director

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

### ITEM TITLE

Competitive Bid #WG19-36 - Provision of Fleet Fuel Management Program for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the bid to the lowest bidder, **The McPherson Companies, Inc.**, for the Provision of the Fleet Fuel Management Program as follows:

#### ON-SITE FUELING

Service Fee for on-site Fuel Management Program

Product	Service Fee
Unleaded	\$0.045 / gal.
Diesel	\$0.045 / gal.

#### INFORMATION PURPOSES

#### OFF-SITE FUELING

Product	OPIS Average	Service Fee	Total Taxes (not exempted)	Total Bid Price (per gallon)
Unleaded	\$2.1083	\$0.10	\$0.0311	\$2.2394
Diesel	\$2.1141	\$0.10	\$0.0311	\$2.2452

\*\*\*Prices quoted are good for 5/2/19 average rack price\*\*\*

### BACKGROUND INFORMATION

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

04/16/19 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the provision of the fleet fuel management program and; 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**Background:** Bids were opened in the Purchasing Conference Room on May 6, 2019, at 1:30 P.M. Two (2) bid were received. The lowest bid was received from The McPherson Companies, Inc. This

is a three (3) year bid. Recommend the Commission award the bid to The McPherson Companies, Inc., as listed above. Bid Tabulation attached.

Thirty-Six (36) Vendors registered on the County website and were notified by email as well as sent a postcard, via U.S. Postal Service notifying them of the solicitation.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** approximately \$71,000.00 yearly

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 05/21/2019

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

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

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



**COMPETITIVE BID #WG19-36 Bid Tabulation**  
**FLEET FUEL MANAGEMENT PROGRAM**

**BIDDER:** The McPherson Companies, Inc.

**ON-SITE FUELING:**

Service Fee for on site Fuel Managment Program

**Product:**

Unleaded

Diesel

New Site Equipment Installation

**Service Fee:**

\$0.045

\$0.045

\$6,500.00

**INFORMATION PURPOSES**

**OFF SITE FUELING:**

Product	OPIS Average	Service Fee	Total Taxes (not exempted)	Total Bid Price (per gallon)
Unleaded	\$2.1083	\$0.10	\$0.0311	\$2.2394
Diesel	\$2.1141	\$0.10	\$0.0311	\$2.2452

\*\*\*Prices quoted are good for 05/02/19 average rack price\*\*\*

**Exceptions: None**

**BIDDER:** Retiff Oil & Fuel, LLC

**ON-SITE FUELING:**

Service Fee for on site Fuel Managment Program

**Product:**

Unleaded

Diesel

New Site Equipment Installation

**Service Fee:**

\$0.085

\$0.085

\$12,000.00

**INFORMATION PURPOSES**

**OFF SITE FUELING:**

Product	OPIS Average	Service Fee	Total Taxes (not exempted)	Total Bid Price (per gallon)
Unleaded	\$2.0194	\$0.25	\$0.424	\$2.6934
Unleaded Plus	\$2.1641	\$0.25	\$0.424	\$2.8381
Diesel	\$2.1198	\$0.25	\$0.5015	\$2.8713

\*\*\*Prices quoted are good for 4/29/19 average rack price\*\*\*

**Exceptions: None**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1189, **Version:** 1

**Item #:** B9

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

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

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

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### **ITEM TITLE**

Competitive Bid #WG19-38 - Provision of Hydraulic Mulches for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

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

### **BACKGROUND INFORMATION**

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

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

### **FINANCIAL IMPACT**

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

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

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

**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 5/21/2019

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

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

Mail Bids

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

### **BID #WG19-38 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 product shall be furnished.

Bidders shall be prepared to give a complete demonstration of the merits of the products offered as directed by the County Engineer or his assigned personnel. The products so demonstrated shall be complete as offered by the bidder for the bid. In the event that the County Engineer or his assigned personnel does not obtain the desired effects from the demonstrated products, then the next bidder will be requested to demonstrate their products for bid award consideration.

Bid award will not be made until the County Engineer or his designed personnel have been completely satisfied with the product results. Prime consideration for bid award will be the performance of the product.

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

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.

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

### **BID RESPONSE FORM**

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

### **DELIVERY**

Delivery as soon as possible, but not more than fifteen (15) business days after receipt of order.

A Purchase Order will be issued for the materials and quantities listed. Delivery shall be made to the location listed on the Purchase Order.

### **GENERAL SPECIFICATIONS**

#### **Wood Fiber Mulch - Conweb Fibers 2000 by Profile Products LLC or equal**

The mulch material shall consist of pure wood fibers manufactured expressly from virgin wood chips. The chips shall be processed in such manner as to contain no trace of lead paint, varnish, printing ink, petroleum based compounds or seed germination inhibitors.

**Fiber shall not be produced from unknown origin recycled material such as sawdust, paper, cardboard, or residue from chlorine bleached paper mills.**

1. Materials: 100% wood fiber, dark green marker dye, guar gum hydro-colloid tackifier.
2. pH Range: 4.8 +-2.
3. Moisture Content: 12 +-3% percent maximum.
4. Wood Fiber: 97%
5. Organic Content: 96.2% +-4.
6. Tackifier: 3% Guar Gum Hidro-colloid Tackifier.

7. Ash Content: .8%  $\pm$ .4.
8. Water Holding Capacity: 1350% percent minimum.
9. Packaging: 50-pound UV resistant bags, with UV resistant pallet cover.

**Wood Fiber and Cellulose Fiber Mulch - Conweb Fibers Enviroblend by Profile Products LLC or equal**

1. Materials: Wood Fiber, Cellulose Fiber, dark green marker dye.
2. pH Range: 4.8  $\pm$ 2.
3. Moisture Content: 12  $\pm$ 3% percent maximum.
4. Wood Fiber: 70% minimum.
5. Cellulose Fiber: 30% maximum.
6. Organic Content: 97%.
7. Ash Content: 1.6%  $\pm$ 2.
8. Water Holding Capacity: 1100% percent minimum.
9. Packaging: 50-pound UV resistant bags, with UV resistant pallet cover.

**APS 700 Series Silt Stop (Polyacrylamide Erosion Control Emulsion) by Applied Polymer Systems or equal**

APS 700 Series Silt Stop is a soil specific tailored polyacrylamide co-polymer emulsion for erosion control. It reduces and prevents erosion of fine particles and colloidal clays for water.

Specifications/Compliances:

- ANSI/NSF Standard 60 Drinking water treatment chemicals.
- EPS/600/4-90/027F 48 Hr. Acute Static Toxicity Test (Daphnia Magna)

Packaging: APS 700 Series Silt Stop is packaged in 50-pound bags.

Technical Information:

Appearance / White Granular Powder  
Bulk Density - 40-50 Lbs/Cubic Foot  
Percent Moisture - 15% Maximum  
pH 0.5% Solution - 6-8  
Shelf Life - 1 year

Coverage:

- 1.3 - 10.0 Lbs/Acre (Dry)
- 1.3 - 10.0 Lbs/Acre (Liquid)

**BID #WG19-38 RESPONSE FORM**

Hydraulic Mulches

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

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

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

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

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

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

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

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

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

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

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

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

Any brochures or specification material that shows the materials that is being offered should be attached to this Response Form.

**Wood Fiber Mulch**

**Wood Fiber & Cellulose Fiber Mulch**

Amount Bid: \$ \_\_\_\_\_  
50 lb. bag

Amount Bid: \$ \_\_\_\_\_  
50 lb. bag

**APS 700 Series Silt Stop (Polyacrylamide Erosion Control Emulsion)**

Amount Bid: \$ \_\_\_\_\_  
50 lb. bag



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1194, **Version:** 1

**Item #:** B10

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

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

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

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### ITEM TITLE

Competitive Bid #WG19-39 - Annual Sand Removal, Sifting and Disposition of sand from County Right-of-Ways onto the Beach on the Fort Morgan Peninsula for the Baldwin County Commission

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Annual Sand Removal, Sifting and Disposition of Sand from County Right-of-Ways onto the Beach on the Fort Morgan Peninsula; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### BACKGROUND INFORMATION

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

**Background:** The bid for the annual sand removal, sifting and disposition of sand from County right-of-ways onto the beach on the Fort Morgan Peninsula will expire on June 21, 2019. This bid will be for a two (2) year period with the option for a twelve (12) month extension. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### FINANCIAL IMPACT

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

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 05/21/2019

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

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

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



## **Scope Of Work**

This project will consist of one or all of the following activities:

- 1) Removal of **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, depositing the said sand back on other washed out areas on Baldwin County rights-of-way as directed by the Baldwin County Engineer. All sand deposited on right-of-ways shall be free of objectionable objects as determined by the Baldwin County Engineer. Objectionable objects are defined as any material that is not suitable to be in a roadbed, including but not limited to wood, vegetation, plastics, metal or other organic building materials.;
- 2) Removal of **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, sifting the said sand to remove all deleterious materials and depositing the sand back on the beaches as directed by the Baldwin County Engineer, and spreading the sand as directed by the Baldwin County Engineer. All sand deposited on the beach shall be sifted and be free from excess deleterious materials. Deleterious material is defined as material other than natural beach sand, including but not limited to rocks, asphalt, concrete, plastics, metal, wood and other building materials. All sand to be placed back on the beaches must be sifted through a sieve with openings no larger than 5/8". All areas where sand is to be deposited on beach shall be cleaned to remove all deleterious material as directed by the Baldwin County Engineer immediately prior to deposition of cleaned sand. Upon completion, all roads shall be swept from edge of pavement to edge of pavement to clear off any excess sand on roads as part of the final cleanup operation.
- 3) Disposal of all deleterious materials removed from said sand by the sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.
- 4) Disposal of all objectionable objects or large deleterious material (i.e. C&D materials and vegetative debris generated by either natural storm event or by adjacent property owners following natural storm event) removed prior to or during the sand sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.
- 5) Repair any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per ALDOT Standard Specifications for Highway Construction Section 430 B.
- 6) Installation of an inspection tower meeting all OSHA regulations shall be erected by the contractor and paid for under appropriate line item, if required by the County. The platform shall be large enough for 3 inspectors and tall enough to adequately see inside the bed of trucks.

The CONTRACTOR(S) is required to remove all excess sand on all Baldwin County Rights-of-Ways and County owned public Lands, INCLUDING SAND THAT IS MIXED WITH C&D (CONSTRUCTION AND DEMOLITION) AND VEGETATIVE DEBRIS.

If the existing rights-of-ways or county owned public land in the Ft. Morgan are not adequate to perform the sifting operation, it is the responsibility of the CONTRACTOR(S) to acquire temporary right-of-entry permission to use other private property for this operation.

In addition, all Baldwin County rights-of-ways, and County owned public land, must be restored to a relatively uniform "condition" and to allow safe vehicular travel as determined by the Baldwin County Engineer.

Any large amounts of aggregate materials (crushed limestone base, asphalt, etc) separated from sifting operations will be loaded by CONTRACTOR(S) and hauled and spread on County rights-of-ways as directed by the Baldwin County Engineer. If approved by the engineer, this material may be used for driveway repairs at no cost to the County.

All work is to be completed by the Contractor as efficiently and effectively as possible and under the direction of the Baldwin County Highway Department, with concurrence by FEMA (if applicable), the U.S. Fish and Wildlife Service, State Lands ADEM and CORPs of Engineers. The Contractor shall employ enough forces and equipment to complete the project in a timely manner and within the agreed time frame.

The most current applicable laws, rules and guidance from FEMA, the U.S. Fish and Wildlife Service, State Lands ADEM and CORPs of Engineers shall be followed by the Contractor.

### **Time to Complete**

The Contractor shall complete all directed work as set out herein. An estimated time for completion will be determined once extent of damage has been determined and in accordance with this Contract. If the completion of this Contract is delayed by actions of the **County**, then and in such event the time of completion of the Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **County** and the **Contractor** for reasons of additional time, additional services and/or additional areas of work.

### **Equipment Use**

Equipment which is designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor(s) shall not solicit or perform work from private citizens or others to be performed in designated work areas during the duration of this contract.

### **Environmental**

Contractor will be responsible for all environmental permits (if applicable), erosion control, and compliance with Local, State, and Federal laws.

### **Certification of Load Carrying Capacity**

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

### **Traffic Control**

Traffic control is considered incidental to the Project and the contractor is responsible for all traffic control personnel, signage, markings, lights, etc., to be in compliance with the latest edition of the Manual of Uniform Traffic Control Devices, Chapter VI. Work shall be performed so as to allow the least adverse impact to the traveling public.

### **Protection of Existing Structures**

All work shall be accomplished without adversely affecting existing utilities. The selected Contractor(s) shall contact all Utilities, to determine the location of underground utilities (i.e. gas, electric, telephone, cable television) that may be impacted 48 hours before commencement of related debris operations. The Contractor(s) shall be responsible to coordinate the location and relocation of any and all affected utilities. Any damages caused by the contractor shall be repaired to satisfactory condition at no cost to the owner of the said utilities or Baldwin County.

### **Owner Furnished Materials**

Each Bidder is responsible for conducting their own inspection and investigations necessary to determine the extent of the repairs to be made.

### **Bid Response**

Bidder shall provide a unit price bid for all labor, equipment, and materials required to:

**REMOVE** all sand from County rights-of-ways as directed, and **either LOAD** material onto trucks and **HAUL** to a sifter where it shall be **SIFTED**, then **LOADED** onto trucks, and **HAULED** to the beach via the nearest access point and **DEPOSITED** and **SPREAD** on the beach as directed by the County **or**, **REMOVE** objectionable objects, **LOAD** sand material onto trucks and **HAUL** to other County right-of-ways and **SPREAD** on said right-of-ways as directed by the County.

**DISPOSE** of all objectionable objects and deleterious material at a Baldwin County Solid Waste facility.

**REPAIR** any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per ALDOT Standard Specifications for Highway Construction Section 430 B.

**INSTALL** an inspection tower meeting all OSHA regulations with platform large enough for 3 inspectors and tall enough to adequately see inside beds of trucks.

**III. PROPOSAL FOR BID ANNUAL SAND REMOVAL/SIFTING/ DEPOSITION -  
FORT MORGAN PENINSULA, BID #WG19-39**

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

Proposal of \_\_\_\_\_ (Company Name)

Address \_\_\_\_\_

Company Representative Name (Print or Type) \_\_\_\_\_

Position \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

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

**Base Bid #1.**

Bidder shall provide unit price bid to remove **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, depositing the said sand back on other washed out areas on Baldwin County rights-of-way as directed by the Baldwin County Engineer. All sand deposited on right-of-ways shall be free of objectionable objects as determined by the Baldwin County Engineer.

\$\_\_\_\_\_/cy

**Base Bid #2.**

Bidder shall provide unit price bid to remove **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, sifting the said sand to remove all deleterious materials and depositing the sand back on the beaches as directed by the Baldwin County Engineer, and spreading the sand as directed by the Baldwin County Engineer. All sand deposited on the beach shall be sifted and be free from excess deleterious materials. All sand to be placed back on the beaches must be sifted through a sieve with openings no larger than 5/8". All areas where sand is to be deposited on beach shall be cleaned to remove all deleterious material as directed by the Baldwin County Engineer immediately prior to deposition of cleaned sand. Upon completion, all roads shall be swept from edge of pavement to edge of pavement to clear off any excess sand on roads as part of the final cleanup operation.

\$\_\_\_\_\_/cy

**Base Bid #3.**

Bidder shall provide unit price bid to dispose of all deleterious materials removed from said sand by the sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.

\$\_\_\_\_\_/ton

**Base Bid #4.**

Bidder shall provide unit price bid to dispose of all objectionable objects or large deleterious material (i.e. C&D materials and vegetative debris generated by either natural storm event or by adjacent property owners following natural storm event) removed prior to or during the sand sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.

\$\_\_\_\_\_/ton

**Base Bid #5.**

Bidder shall provide unit price bid to repair any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per ALDOT Standard Specifications for Highway Construction Section 430 B.

\$\_\_\_\_\_/ton

**Base Bid #6.**

Bidder shall provide unit price bid to install an inspection tower meeting all OSHA regulations with platform large enough for 3 inspectors and tall enough to adequately see inside bed of trucks.

\$\_\_\_\_\_/each

#### IV. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_  
(Contractor Name) (Company Address)

as Principal, and \_\_\_\_\_ of \_\_\_\_\_  
(Surety Name) (Surety Address)

as Surety, is held and firmly bound with the **BALDWIN COUNTY COMMISSION**, Obligee, in the full and just sum of \$\_\_\_\_\_ lawful money of the United States (Maximum Amount of Bond is \$10,000) for the payment of which sum, well and truly to be made, we bond ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for:

**ANNUAL SAND REMOVAL/SIFTING/DEPOSITION -  
FORT MORGAN PENINSULA  
BID #WG19-39**

The primary condition of this obligation is such that, if the aforesaid Principal shall be awarded the contract, the Principal will, within the time required, enter into the formal contract as provided and give a good and sufficient performance bond to secure the performance of the terms and conditions of the contract as awarded. Upon the Principal's timely signature and submittal of the awarded contract, this Bid Bond will be returned by the County.

In the event that the Principal does not timely sign and submit the awarded contract, then the Principal shall pay to the Obligee the difference between the Principal's total bid amount and that amount of the bid as was submitted by the next lowest bidder.

In the event that the Principal is the sole bidder on the project in question, then the total amount of this bond, as noted hereon, shall be retained and/or payable to the Obligee. Any such failure to sign or fully execute the contract as awarded will be deemed as a default of this Bond and any amount deemed by the Obligee to be owed by the Principal will be considered as liquidated damages.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Contractor's Firm)

Witness as to Principal: \_\_\_\_\_ By: \_\_\_\_\_

Countersigned: \_\_\_\_\_ By: \_\_\_\_\_  
(Name of Surety)

**PROPOSALS WILL NOT BE ACCEPTED UNLESS THIS FORM OF BID BOND IS USED. BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY. POWER OF ATTORNEY FORMS SHALL BE AFFIXED TO BID BOND WHEN SUBMITTING BID.**

**V. PERFORMANCE, MATERIAL AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_

(Name of Contractor)

a corporation, partnership, individual, (underline correct legal title of Contractor), hereinafter called the principal, and

\_\_\_\_\_  
(Name and Address or Legal Title of One or More Sureties)

\_\_\_\_\_  
\_\_\_\_\_,

hereinafter called the "Surety", or "Sureties", are held firmly bound unto \_\_\_\_\_ the Baldwin County Commission, hereinafter called the "Owner", in the sum of \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$ \_\_\_\_\_) for the payment whereof the Principal and surety, or Sureties, bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a contract with the Owner for

**ANNUAL SAND REMOVAL/SIFTING/DEPOSITION-  
FORT MORGAN PENINSULA  
BID #WG19-39**

which agreement is by reference made a part hereof:

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

PROVIDED, however, that no suit, action or proceedings by reason of any default whatever be brought on his bond after twelve (12) months from the day on which the final payment under the contract fall due.

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

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(individual Principals sign here)

Witnesses: \_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)

(Corporate Principal sign here)

Attest: \_\_\_\_\_  
BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Surety Sign Here)

Attest: \_\_\_\_\_  
BY: \_\_\_\_\_  
BY: \_\_\_\_\_  
\_\_\_\_\_



## **VI. INSTRUCTIONS TO CONTRACTORS AND INSURERS**

**Note: The Baldwin County Commission must be listed as additional insured for the following:**

### **A. CONTRACTORS AND SUBCONTRACTORS AND INSURANCE**

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

#### **COMPENSATION INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all 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. The Contractor shall provide and shall cause each subcontractor to provide adequate Employer's General Liability Insurance for the protection of such of his employees as are not otherwise protected. Baldwin County, its departments and its employees shall be named as additional insureds.

### **B. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

1. 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 and property damage coverage on an accident basis, including damages arising from blasting, explosion or collapse, mechanical equipment, digging in streets or highways, and including completed operations, and Contractual General Liability Insurance shall be \$500,000.00 combined single limit per occurrence for bodily injury and property damage; \$1,000,000.00 aggregate. Baldwin County, its departments and employees shall be named as additional insured.

2. 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.

### **C. 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 per occurrence for bodily injury and property damage. Baldwin County, its departments and employees shall be named as additional insured.

**D. 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.

**E. INDEMNITY AND HOLD HARMLESS PROVISION**

The Contractor shall at all times indemnify and hold harmless the County, and its Commissioners, officers, agents, employees and representatives, from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including, but not limited to, attorneys' fees and costs arising out of, resulting from or related to the performance of the work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

**F. 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.

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

**G. AWARD OR REJECTION OF BIDS**

The bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of Baldwin County to accept. The lowest bid will be determined by the lowest average of Base Bids 1 and 2. The Bidder to whom the award is made will be notified at the earliest possible date. Baldwin County, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County.

**H. CONTRACT PERIOD**

A twenty-four (24) month contract will be established to begin on the date of award with an option to issue one twelve (12) month contract, 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.

**I. CANCELLATION CLAUSE**

Baldwin County reserves the right to terminate the contracts prior to the end of the period indicated upon ten (10) day's written notice, for failure to meet required specifications outlined in the bid specifications. In the event of termination, **only work completed prior to the effective date of termination that meets specifications and that has been completed in full** shall be paid by Baldwin County.

**J. PERFORMANCE/BID BOND**

All vendors shall submit a **\$10,000.00 Bid Bond** with their Bid Response. The awarded vendor shall provide the County a **\$200,000.00 Performance Bond** within 15 days after the contract is awarded. Proof of bonding ability for this project must be submitted with bid. The inability to provide a performance bond shall disqualify the contractor, and the vendor shall forfeit their Bid Bond. The performance bond shall be required for the length of the contract.

The Contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. **NO BID WILL BE ACCEPTED WITHOUT THE CERTIFICATION OF INSURANCE.** Bidder(s) must have Contractor's License issued by the Alabama State Licensing

Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

**K. 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.

**L. BIDDER QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidder's qualifications to perform the work, 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. Conditional bids will not be accepted.

**M. PAYMENT**

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

Contract payments shall be made by the County to the Contractor upon submitting of a billing statement for actual work done by the Contractor. All billing statements must include load tickets verified by the disposal site monitor or weight ticket.

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

**N. DEFAULT OF CONTRACT**

If the Contractor fails to begin the work under the contract within the time specified once the Notice to Proceed is issued, or fails to perform the Work with sufficient workers, equipment, or materials to ensure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the County may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within ten (10) day after such notice the Contractor does not proceed to remedy the fault specified in said notice, or the Surety does not proceed to take over the work for completion, the County shall have full power and authority, without impairing the obligation of the Contract or the Contract Bond, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract, according to the terms and provisions thereof, or to use such other methods as in its opinion may be required for the completion of the contract. The Contractor and his Surety shall be liable for all costs and expenses incurred

by the County, in completing the Work and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such expense and such liquidated damages exceed the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the County the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge or any office used by the Contractor his representative at or near the work or by registered mail addressed to the Contractor at his last known place of business.

**O. CONTRACT AND BOND**

The Bidder to whom award is made, must when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period as specified, or, if no period is specified, within fifteen (15) days after the required forms are presented to him for signature. Bidder acknowledges and agrees that the terms of the standard form contract shall prevail respecting any conflict between said contract and these bid documents.

3 originals Contracts.

1 original Performance Bond.

1 original Certificate of Insurance certifying compliance with all insurance requirements specified in the bid.

State of Alabama       )  
County of Baldwin    )

## **CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES**

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

The bid specifications are fully set forth as part of this contract.

### **WITNESSETH:**

**Whereas,**

**Whereas,**

**Whereas,**

**Whereas,**

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, CONTRACTOR 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. CONTRACTOR:            [CONTRACTOR NAME]
- D. DELETERIOUS MATERIAL: Material other than natural beach sand, including but not limited to rocks, asphalt, concrete, plastics, metal, wood and other building materials;
- E. OBJECTIONABLE OBJECTS: Any material that is not suitable to be in a roadbed, including but not limited to wood, vegetation, plastics, metal or other organic building materials

**II.   Obligations Generally.** The COUNTY hereby retains, and the CONTRACTOR agrees to perform for the COUNTY, those construction services as hereinafter set forth. This document shall serve as the binding contract for the services of CONTRACTOR. CONTRACTOR shall be on standby upon full execution of this Contract. CONTRACTOR shall immediately commence performance of the

services outlined herein upon issuance of a Notice to Proceed by the Baldwin County Commission or County Engineer as directed by the Baldwin County Commission. 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 CONTRACTOR represents and warrants to the COUNTY that it and any and all agents, assigns and subcontractors retained by it to perform work required by this contract possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. CONTRACTOR represents and warrants that CONTRACTOR is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that CONTRACTOR 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. CONTRACTOR shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. CONTRACTOR acknowledges that it is an independent contractor, and CONTRACTOR shall at all times remain as such in performing the services under this Contract. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR is not entitled to unemployment insurance benefits, and CONTRACTOR 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 CONTRACTOR or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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:

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

**XVI.** Services to be Rendered. CONTRACTOR is retained by the COUNTY as a licensed and qualified contractor. The general scope of work for the services will encompass the following activities and shall include all the terms and conditions of **Competitive Bid #WG19-39**, the same being expressly incorporated herein by reference, and without limitations will encompass:

- 1) Removal of all excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, depositing the said sand back on other washed out areas on Baldwin County rights-of-way as directed by the Baldwin County Engineer. All sand deposited on right-of-ways shall be free of objectionable objects as determined by the Baldwin County Engineer. Objectionable objects are defined as any material that is not suitable to be in a roadbed, including but not limited to wood, vegetation, plastics, metal or other organic building materials.
- 2) Removal of all excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, sifting the said sand to remove all deleterious materials and depositing the sand back on the beaches as directed by the Baldwin County Engineer, and spreading the sand as directed by the Baldwin County Engineer. All sand deposited on the beach shall be sifted and be free from excess deleterious materials. Deleterious material is defined as material other than natural beach sand, including but not limited to rocks, asphalt, concrete, plastics, metal, wood and other building materials. All sand to be placed back on the beaches must be sifted through a sieve with openings no larger than 5/8". All areas where sand is to be deposited on beach shall be cleaned to remove all deleterious material as directed by the Baldwin County Engineer immediately prior to deposition of cleaned sand. Upon completion, all roads shall be swept from edge of pavement to edge of pavement to clear off any excess sand on roads as part of the final cleanup operation
- 3) Disposal of all deleterious materials removed from said sand by the sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR will be responsible for the payment of all applicable tipping fees.

- 4) Disposal of all objectionable objects or large deleterious material (i.e. C&D materials and vegetative debris generated by either natural storm event or by adjacent property owners following natural storm event) removed prior to or during the sand sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR will be responsible for the payment of all applicable tipping fees.
- 5) Repair any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per ALDOT Standard Specifications for Highway Construction Section 430 B.
- 6) Installation of an inspection tower meeting all OSHA regulations shall be erected by the contractor and paid for under appropriate line item, if required by the County. The platform shall be large enough for 3 inspectors and tall enough to adequately see inside the bed of trucks.

The CONTRACTOR is required to remove all excess sand on all Baldwin County Rights-of-Ways and County owned public Lands, INCLUDING SAND THAT IS MIXED WITH C&D (CONSTRUCTION AND DEMOLITION) AND VEGETATIVE DEBRIS.

If the existing rights-of-ways or county owned public land in the Ft. Morgan are not adequate to perform the sifting operation, it is the responsibility of the CONTRACTOR to acquire temporary right-of-entry permission to use other private property for this operation.

In addition, all Baldwin County rights-of-ways, and County owned public land, must be restored to be relatively uniform manner and to allow safe vehicular travel as determined by the Baldwin County Engineer.

Any large amounts of aggregate materials (crushed limestone base, asphalt, etc) separated from sifting operations will be loaded by CONTRACTOR and hauled and spread on County rights-of-ways as directed by the Baldwin County Engineer.

All work is to be completed by the Contractor as efficiently and effectively as possible and under the direction of the Baldwin County Highway Department, with concurrence by the U.S. Fish and Wildlife Service, State Lands and CORPs of Engineers. The Contractor shall employ enough forces and equipment to complete the project in a timely manner within the agreed time frame.

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

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

CONTRACTOR 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, by and through its County Engineer, shall provide reasonable notice to CONTRACTOR whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of CONTRACTOR's services hereunder or any defect or nonconformance in the work of CONTRACTOR.

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

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

In the event of termination, the COUNTY shall pay CONTRACTOR 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 CONTRACTOR shall be the full compensation for all work performed by CONTRACTOR under this Contract. Any and all additional expenditures or expenses of CONTRACTOR, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by CONTRACTOR or paid by COUNTY.

**XX. Direct Expenses.** Compensation to CONTRACTOR for work shall be paid **[specify applicable rate or lump sum]**. 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.** CONTRACTOR 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 CONTRACTOR.

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

- XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon both the expiration of twenty-four (24) months or upon a written notification thereof received by either party within the required thirty (30) day period. This Contract may be extended for up one (1) additional twelve (12) month period, with the written consent of both parties. 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.** Contractor shall indemnify, defend and hold the 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 the provision of services hereunder, or any act or omission, by CONTRACTOR. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as additional insured. This indemnification shall survive the expiration or termination of this Contract.
- XXV. Number of Originals.** This Contract shall be executed with three 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, by and through their duly authorized representatives, have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
CHARLES F. GRUBER, Chairman / Date

\_\_\_\_\_  
WAYNE DYESS, /Date  
County Administrator

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officer 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

CONTRACTOR:

*INSERT NAME OF CONTRACTOR*

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_, 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/she 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 \_\_\_\_\_, 2019.

Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1200, **Version:** 1

**Item #:** B11

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

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

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

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### **ITEM TITLE**

Competitive Bid #WG19-40 - Provision of Emulsified Asphalt (Bituminous Materials) for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

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

### **BACKGROUND INFORMATION**

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

**Background:** This is an annual bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the provision of Emulsified Asphalt (Bituminous Materials).

### **FINANCIAL IMPACT**

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

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

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

**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 05/21/2019

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

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

Mail Bids

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



## **BID #WG19-40 SPECIFICATIONS**

### **EMULSIFIED ASPHALT (Bituminous Materials)**

Bituminous Materials shall be in accordance with Section 804 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Sections 109.02 (b) (c) and 109.03 (e)** regarding Bituminous Material Temperature Correction and Price Adjustments.

**All Temperature Correction calculations and Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.**

\*The Volumetric Measurement shall be based upon a temperature of 60-degree F.

Test reports shall be furnished as requested.

Prices shall be offered for product delivered F.O.B. to Baldwin County and at Bidders facility F.O.B. Picked up by Baldwin County Vehicle. Location of such facility must be noted.

All Bid unit prices shall include delivery fees to Baldwin County facility.

Detention charges at Alabama Service Commission Rates, but not exceeding actual cost to vendor, will be allowed for delivered truck units held beyond Two (2) hours at the Baldwin County Facility or job site, which is the free period. This will only be allowed when a truck unit is held beyond two (2) hours as a direct result of neglect or cause by Baldwin County and in no way will be allowed due to equipment failure, personal neglect or otherwise by the vendor. Proper detention forms will be signed by an authorized employee of Baldwin County for each material involving detention time.

Bids will only be accepted from organizations ordering the material from an ALDOT approved Vendor.

In the event that the awarded bidders Facility is not open for business then the secondary awarded bidder will become the prime supplier for that day. This will be noted by a notation being placed at the bottom of the request for materials by the County Representative that has contacted the awarded bidder.

Supply Location will play a big factor in determining the bid award for materials being picked up by Baldwin County Vehicles. The County Engineer or his designee will factor in the supply location in determining the low bidder. A per-road mile truck operating cost will be multiplied by the road miles of the best route between the supply location and Baldwin County.

The estimated quantities shown reflect the approximate number of gallons of each specified product that Baldwin County will theoretically use during the course of one (1) year. This is merely indicated to assist vendors for bidding purposes and in no way binds Baldwin County to purchase the quantities shown.

**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 (2020 and 2021), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Supplier thirty (30) days prior to expiration of the 2019 contract with its intent to extend the contract. The prices for 2019 shall also apply to the extension period(s).**

**BID #WG19-40 RESPONSE FORM**  
**Emulsified Asphalt**

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

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

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

Phone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
(Please Print or Type Name)

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

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

<b>Description Of Item</b>	<b>Estimated Quantity (Gallons*)</b>	<b>FOB</b>	<b>FOB</b>
		<b>Picked up by Baldwin County (Price Per Gallon*)</b>	<b>Delivered to Baldwin County (Price Per Gallon*)</b>
CSS-1	5,000	\$ _____	\$ _____
CSS-1h	5,000	\$ _____	\$ _____
CRS-2	5,000	\$ _____	\$ _____
CRS-2h	5,000	\$ _____	\$ _____
CQS-1h	5,000	\$ _____	\$ _____
AE-P	5,000	\$ _____	\$ _____
MC-70	1,000	\$ _____	\$ _____
NTSS-1HM	5,000	\$ _____	\$ _____

		<b>FOB</b>	<b>FOB</b>
		<b>Picked up by Baldwin County (Price Per 5 Gallon Bucket) Minimum 16 Buckets per order</b>	<b>Delivered to Baldwin County (Price Per 5 Gallon Bucket) Minimum 16 Bucket per order</b>
CSS-1h	Per 5 Gallon Bucket	\$ _____	\$ _____



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1201, **Version:** 1

**Item #:** B12

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Revenue Commissioner, Teddy Faust

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

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### **ITEM TITLE**

Competitive Bid #WG19-41 - Provision of Off-site Printing, Imaging and Mailing of Tax Notices for the Baldwin County Revenue Commissioner

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Off-Site Printing, Imaging & Mailing of Tax Notices for the Baldwin County Revenue Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

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

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

### **FINANCIAL IMPACT**

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

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

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

**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 05/21/2019

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

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

Mail Bids

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

### **BID #WG19-41 SPECIFICATIONS**

The Baldwin County Revenue Commission is soliciting bids for Off Site Printing, Imaging and Mailing of the annual Appraisal Notices, Property Tax Bills and Delinquent Tax Bills and Business Property Return Notices.

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 unit prices as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to all setup charges including programming, preprinted forms, envelopes, services provided, etc.

Award will be to the lowest responsible bidder meeting specifications. Is it not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery 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. Exceptions are to be attached to the back of the Response Form.

### **INTENT TO AWARD TO ONE BIDDER**

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

**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 (2020 and 2021), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2019 contract with its intent to extend the contract. The prices for 2019 shall also apply to the extension period(s).**

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.

### **HOURS OF OPERATION**

The Baldwin County Revenue Commission's normal hours of operation are 8:00 a.m. to 4:30 p.m. Vendor must adhere to the hours of operation to accommodate effective and timely communications.

**Off Site Printing, Imaging and Mailing of Appraisal Notices, Property Tax Bills, Delinquent Tax Bills and Personal Property Return Notices, and digital copy/backup.**

### **SPECIFIC REQUIREMENTS**

#### **VENDOR BACKGROUND & PERSONNEL**

Will one primary contact be assigned to our account? If so, from which area of the organization?

How many employees does the Vendor have in key areas providing the service?

### **EXPERIENCE**

How long has Vendor firm offered the service being requested in this Bid?

At which locations does Vendor offer these services?

For each location, what were the average monthly volumes for your operation during the last twelve (12) months (items and number of customers)?

### **COMPETITIVE POSITION AND FUTURE COMMITMENT**

What differentiates your service from other providers?

How do you plan to keep this product or service current and competitive?

- A. What approach is Vendor taking in the development of new services?
- B. What new services or features does Vendor plan to offer, and within what time frame?

### **REFERENCES**

Provide names and phone numbers of three references that are currently using the service requested in this bid. Select a mix of long-standing and recent customers.

Provide any additional information that you believe to be relevant to this Bid and your Capabilities to provide the services requested, *e.g.*, product brochures, articles in trade journals.

### **CUSTOMER PROFILES**

How many customers does your service support?

What are the major industries represented in your customer base?

How many government agencies do you support?

What type of government agencies do you support?

Please list three major government agencies you are working with.

We will contact these agencies as reference. Please provide name, position, phone number and address of each reference.

Does vendor currently have any other contracts with the Baldwin County Commission or related County entities?

## ***PRINTING, INSERTING AND MAIL PROCESSING***

Describe Vendor's department processing workflow. Highlight your quality control checkpoints. Include a schematic or flow chart of the processing procedures.

What controls does Vendor have in place to ensure accuracy of the bill inserting process?

In the case of an automated system failure, what back-up (Disaster Recovery) arrangements are in place for processing?

Does Vendor use a third-party processor for any part of this service? If yes, explain which services, how long the relationship has been in place and what alternative support mechanisms are in place with the third party.

What file transfer protocols do you currently use to receive files from your clients? Are you able to receive multiple types of file transfer protocols?

What procedures do you have in place to verify transmission data?

Please include any sample statements that you currently produce.

## **IMPLEMENTATION**

Provide a detailed description of the implementation process, including testing, and a implementation schedule.

What is the average lead-time for implementation? What are the critical factors, which may impact that lead-time?

Describe support provided during implementation, including training, technical assistance, user manuals and on-site visits. Does the firm assign an implementation team?

## **QUALITY**

Does Vendor have a formal quality improvement program for this service? If yes, describe.

How do you ensure that the correct undamaged data production file was received?

What are your quality control check points within the printing and inserting operation?

Describe the quality procedures your operation uses to ensure that the print quality is consistent and that no smudging occurs.

Describe, in detail, the method in which damaged statements are recreated and re-entered into the job stream.



Describe how your operation has the ability to pull individual pieces based upon an account number or list of account numbers.

Describe all reports your system generates as pertaining to (but not limited by) number of bills printed, total billing amount, total inserts used in a billing cycle, etc.

## **MINIMUM REQUIREMENTS**

Preprinted forms to be laser variable imaged, folded, inserted and mailed from one (1) location.

Vendor will batch notices by mailing address. Full Service Intelligent Mail barcode system should be used to improve the delivery time of the mail, provide for the tracking of mail to automated centers, and provide the County free address correction services. The full service Intelligent Mail provides for the lowest possible postage available to the County. The full service Intelligent Mail includes the date that the piece of mail was received by the USPS in the barcode on the envelope.

Vendor to mail to Property Owner (mail together) by account number and provide 100% matching of forms.

Vendor to provide print and data proofs.

Vendor to mail within 3 days after receiving data file and meet mail dates below.

Vendor to sort addresses to lowest possible postage rate and provide postage report.

Baldwin County to pay postage within thirty (30) days after mailing.

Bid price(s) to include all setup charges including programming, preprinted forms, envelopes, services provided and to remain firm for one (1) year.

The print files that the County will provide are generated on an AS/400. The County can provide these in a native AS/400 format or can convert them to an ASC Text file. Vendor must be able to take the file provided by the County as is without requiring any format changes to be made to the current print files. The current print files are designed to be printed on custom forms, so they only have the variable data related to the statements. Vendor must then have the capability to read the file provided by the County, reformat the data, merge it with additional form type data (i.e. Logo, Headings, static notes, etc.), and generate the Laser forms described for each statement.

Transfer of source print file from the County must be accomplished via FTP. Either via placement on County FTP site such that vendor pulls file or via push from the County to the vendors FTP site.

### **Appraisal Notices - Approx. Mail Date April 1 - May 1**

White 8.5 x 11 28# laser sheets preprinted in reflex blue and red ink face only, variable imaged, folded, inserted into #10 window envelope with preprinted return address in reflex blue ink, presorted and delivered to post office. Ranging from 40,000 to 150,000.

### **Property Tax Bills - Approx. Mail Date October 1**

White 8.5 x 11 28# laser sheets with perforated return stub preprinted in reflex blue and red ink face only, variable imaged including bar coding for scanning, folded, inserted into #10 window

envelope with return envelope both with preprinted return address in reflex blue ink, presorted and delivered to post office. Approximately 150,000.

**Delinquent Tax Notices – Approx. Mail Date February**

White 8.5 x 11 laser sheets preprinted in red ink, folded, inserted into #10 window envelopes with preprinted return address in reflex blue ink, presorted and delivered to post office. Approximately 12,000.

**Tax Lien Notices – *Certified Mail Return Receipt Required* - Approx. Mail Date March**

White 8.5 x 11 28# laser sheets preprinted in black ink face only, variable imaged, folded, inserted into #10 window envelope with preprinted return address in reflex blue ink, presorted and delivered to post office. Approximately 500±

**Business Personal Property Return Notices – Approx. Mail Date October 1**

White 8.5 x 11 60# text white laser paper with variably imaged black on both sides of the page, duplexed, inserted into #10 window envelope with preprinted return address in reflex blue ink, presorted and delivered to post office. Approximately 22,000.

**Homestead/Disability Exemption Renewal Notices– Approx. Mail Date September 1<sup>st</sup>**

White 8.5 x 11 28# laser sheets with perforated return stub, inserted into #10 window envelope with return envelope both with preprinted return address in reflex blue ink, presorted and delivered to post office. Approximately 6,500.

**All mailings to be copied to electronic or digital storage and mailed to Revenue Commissioner.**

**BID#WG19-41 RESPONSE FORM**

Off Site Printing, Imaging & Mailing of Tax Notices

Page 1 of 2

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

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

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

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

Company Rep \_\_\_\_\_

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

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

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

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

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

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

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

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

**Any brochures or specification material that is being offered should be attached to this Response Form.**

**BID #WG19-41 RESPONSE FORM**

Off Site Printing, Imaging & Mailing of Tax Notices

Page 2 of 2

**1. Appraisal Notices - Approx. Mail Date May 1**

Approx. 40,000 to 150,000 @ \$\_\_\_\_\_ / each

**2. Property Tax Bills - Approx. Mail Date October 1**

Approx. 150,000 @ \$\_\_\_\_\_ / each

**3. Delinquent Tax Bills - Approx. Mail Date February**

Approx. 12,000 @ \$\_\_\_\_\_ / each

**4. Tax Lien Notification - Approx. Mail Date February**

***Certified Mail Return Receipt Required***

Approx. 500 @ \$\_\_\_\_\_ / each

**5. Homestead/Disability Exemption Renewal Notices - Approx. Mail Date September 1 - 15**

Approx. 6,500 @ \$\_\_\_\_\_ / each

**6. Business Personal Property Return Notices - Approx. Mail Date September 1 - 15**

Approx. 22,000 @ \$\_\_\_\_\_ / each

**7. Portable hard drive back-up for mailings > 100,000; flash drive backup on smaller mailings.**

**\*\*\*\* TOTAL FOR 341,000 \$\_\_\_\_\_**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1183, **Version:** 1

**Item #:** B13

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Ronald J. Cink, Budget Director

**Submitted by:** Christie Davis, Senior Budget Accountant

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### ITEM TITLE

Fiscal Year 2018-2019 Mid-year Budget Amendment - Resolution #2019-083

### STAFF RECOMMENDATION

Take the following actions:

1. Discuss the Fiscal year 2018-2019 Mid-Year Budget Amendment; and
2. Adopt Resolution #2019-083 amending the Fiscal Year 2018-2019 Budget

### BACKGROUND INFORMATION

**Previous Commission action/date:** September 18, 2018

**Background:** Fiscal Year 2018-2019 Budget (Resolution #2018-118) was adopted September 18, 2018. Budget staff is requesting that the attached list of mid-year budget adjustment entries be approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** various

**Budget line item(s) to be used:** various

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

### LEGAL IMPACT

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Christie Davis, Senior Budget Accountant

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

Christie Davis will enter the budget revision once it's been approved by the Commission and signed by the appropriate parties. Please note, the Reappraisal budget revision request additional approval from the State of Alabama. The Reappraisal budget revision will be entered once that approval is received.

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

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**RESOLUTION #2019-083  
OF THE  
BALDWIN COUNTY COMMISSION**

**BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED,** that we hereby amend the Baldwin County Fiscal Year 2019 Budget and that the following estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>Debit</u></b>	<b><u>Credit</u></b>
51125.5150	Administrator & Central Admin – Contract Services	80,000	
51125.5150.01	Administrator & Central Admin – Videoing Comm Mtgs	17,500	
51125.5211.1	Administrator & Central Admin – Office/Comp Equip	24,000	
51125.5273	Administrator & Central Admin – Surety Bonds	5,000	
51300.5150.99	Probate – Temp Labor	20,000	
51300.5211.1	Probate – Small Office/Computer Equip	2,500	
51300.5231	Probate – Building Maintenance	13,500	
51300.5273	Probate – Surety Bonds	2,700	
51555.5242.109	General Fund Bldg Costs – BM Courthouse Gas	20,000	
51555.5243.109	General Fund Bldg Costs – BM Courthouse Water/Sewer	12,000	
51555.5243.401	General Fund Bldg Costs – Foley Courthouse Water/Sewer	2,500	
51700.5235	Finance & Accounting – Computer & Software Maintenance	19,506	
51906.5103	Archives - Overtime	15,000	
51986.5231	BC Coliseum – Bldg Repairs & Maintenance	3,000	
51996.5103	Custodial - Overtime	1,000	
52400.5211.01	Coroner – Small Office Equipment	1,300	
52400.5211.1	Coroner –Office/Computer Equipment	1,500	
52400.5219.01	Coroner – Misc. Coroner Supplies	5,400	
52400.5500	Coroner - Capital	5,450	
52710.5211	Building Inspection – Office Supplies	2,000	
52710.5211.1	Building Inspection – Office/Computer Equipment	2,500	
52710.5253	Building Inspection – Advertising	2,308	
1.35000	General Fund – Fund Balance		80,000
1.43200	General Fund – Building Permits		6,808
1.41210	General Fund – Sales Tax		171,856
1.62100.106	Transfer out from General Fund to Archives	15,000	
106.61100.001	Transfer in to Archives from General Fund		15,000
53112.5500	Highway – Area 200 Barn - Capital	138,677	
53000.5290	Highway – PW Dept Misc – Emergency Reserve		32,000
53113.5500	Highway – Area 300 Barn - Capital		23,575
53135.5500	Highway – Traffic Operations - Capital		56,375
111.41220	Highway Fund – BC 5 Cent Gas Tax		26,727
0203317.5150	Highway project – Sidewalk Construction CR 1		
1.35000	Highway Fund – Fund Balance		

51810.5550	Reappraisal – Motor Vehicles	25,100	
120.61200	Reappraisal – Proceeds from Sale of Assets		25,100
52708.5550	Community Corrections – Motor Vehicles	35,000	
1.35000	General Fund – Fund Balance		35,000
1.62100.708	Transfer out from General Fund to Community Corrections	35,000	
708.61100.001	Transfer in to Community Corrections from General Fund		35,000

**DONE**, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama,  
on this the 21<sup>st</sup> day of May 2019.

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Commissioner Charles F. Gruber, Chairman

ATTEST:

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Wayne A. Dyess, County Administrator



## **Resolution #2019-083 Detailed Explanation of Requested Budget Adjustments**

1. Administrator & Central Admin – The first budget adjustment is related to funding for a strategic plan. This expense adjustment is being covered by General Fund – Fund Balance. The remaining budget adjustments are related to approved purchases of Commissioner furniture, Commission meeting video equipment, and surety bonds related to the bonds for Commissioner Underwood, Commissioner Davis, and Commissioner Ball. These expense adjustments are being covered by an increase to the Sales Tax revenues.
2. Probate – Budget adjustments are related to the increased usage of temporary labor, a computer purchase, an unexpected building maintenance issue, and a surety bond related to the bond for Judge D'Olive. These expense adjustments are being covered by an increase to the Sales Tax revenues.
3. General Fund Building Costs – The Bay Minette Courthouse is having boiler issues. Building Maintenance is aware of the problem. These issues have caused certain utilities costs to rise. The Foley Courthouse water/sewer budget was originally budgeted lower than the previous years, and an adjustment is needed to accommodate this issue. These expense adjustments are being covered by an increase to the Sales Tax revenues.
4. Finance & Accounting – Oracle software maintenance expenses were left out of the original budget and need to be accommodated. This expense adjustment is being covered by an increase to the Sales Tax revenues.
5. Archives – An additional overtime budget is needed to cover the costs associated with Alabama 200 (the 200<sup>th</sup> anniversary of our statehood). This expense adjustment is being covered by an increase to the Sales Tax revenues.
6. BC Coliseum – The budget adjustment is related to an unexpected building maintenance issue. This expense adjustment is being covered by an increase to the Sales Tax revenues.
7. Custodial – The budget adjustment is related to the funding of overtime for a custodial employee who is currently helping temporarily fill the Part Time Gatekeeper position that is vacant. This overtime is temporary in nature and will cease once a new Part Time Gatekeeper is hired. This expense adjustment is being covered by an increase to the Sales Tax revenues.
8. Coroner – Budget adjustments are related to increased supplies purchases and an unexpected building maintenance issue. These expense adjustments are being covered by an increase to the Sales Tax revenues.
9. Building Inspection – Budget adjustments are related to the approval of a new employee for the Bay Minette office and additional advertising requirements for the Flood Damage Prevention

Ordinance amendments. These expense adjustments are being covered by an increase to Building Permit revenues.

10. Highway – The first budget adjustment is related to three pole barns and one pump house that were approved during the budget process. It was later determined that the barns would have to be different than what was originally budgeted. The Commission approved the change, and these budget adjustments reflect that change. For purchasing purposes, funding from Traffic Operations and the Area 300 Barn are being moved to Area 200 to accommodate the purchase order, and the additional cost of \$26,727 is being covered by an increase to Gas Tax revenues. The second budget adjustment is related to project # 0203317. This project was budgeted FY18 and FY19, and some of the unused funding from last year is needed to cover the cost of the project this year. This expense adjustment is being covered by Highway Fund – Fund Balance.
11. Reappraisal – The budget adjustment is related to Revenue Commissioner Faust’s request for a new vehicle for Reappraisal. This expense adjustment is being covered by the proceeds from the sale of four old Reappraisal vehicles.
12. Community Corrections – The budget adjustment is related to Sheriff Mack’s request for a new vehicle for Community Corrections. This expense adjustment is being covered by General Fund – Fund Balance.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1179, **Version:** 1

**Item #:** B14

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Sarah Hart Sislak, MPO Coordinator/Joey Nunnally, County Engineer

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

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### ITEM TITLE

Request for Proposals (RFP) for Eastern Shore Metropolitan Planning Organization Long Range Transportation Plan for the Baldwin County Commission

### STAFF RECOMMENDATION

Approve the attached Request for Proposals (RFP) for Eastern Shore Metropolitan Planning Organization Long Range Transportation Plan and authorize the Purchasing Director to advertise the RFP.

### BACKGROUND INFORMATION

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

**Background:** The Metropolitan Planning Organization Department is requesting that the Commission approve the attached solicitation for professional services. The Eastern Shore Metropolitan Planning Organization (ESMPO) is responsible for carrying out the metropolitan transportation planning process for the Cities of Fairhope, Daphne, Spanish Fort, the Town of Loxley, and portions of Baldwin County. This responsibility includes preparing and presenting necessary documents, plans, data and resolutions to the ESMPO Policy Board so informed decisions can be made on transportation planning matters. One of the required plans is a Long Range (25 year) Transportation Plan (LRTP). Federal regulations require the plan to be updated every five (5) years in order to receive federal transportation funds. The last LRTP was updated in 2015 and was applicable through 2040. The new plan will be adopted in 2020 and will be applicable through 2045.

The Policy Board has authorized MPO staff to solicit proposals for assistance with developing the 2045 Long Range Transportation Plan.

### FINANCIAL IMPACT

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

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 05/21/2019

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

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

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

# **REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES FOR EASTERN SHORE METROPOLITAN PLANNING ORGANIZATION 2045 LONG RANGE TRANSPORTATION PLAN**

The Eastern Shore Metropolitan Planning Organization (ESMPO) will be developing the 2045 Long Range Transportation Plan (LRTP) which will serve as the official, adopted plan for the Metropolitan Planning Area (MPA) and will direct transportation decision-making for the Urbanized Area (UZA). Federal regulations require that long range transportation plans be updated every five (5) years in order for an MPO to maintain its eligibility to receive federal transportation funds.

The ESMPO is responsible for carrying out the metropolitan transportation planning process for the Cities of Fairhope, Daphne, Spanish Fort, the Town of Loxley, and portions of Baldwin County. This responsibility includes preparing and presenting necessary documents, plans, data and resolutions to the ESMPO Policy Board so informed decisions can be made on transportation planning matters and to the Technical Advisory Committee, Citizen Advisory Committee, and Bicycle and Pedestrian Advisory Committee so they may offer informed recommendations to the Policy Board.

As administrator of the Eastern Shore MPO, the Baldwin County Commission (BCC) is seeking to identify and select an outside, independent organization to develop the LRTP in partnership with the ESMPO, City of Fairhope, the City of Daphne, the City of Spanish Fort, the Town of Loxley, Baldwin County, the Alabama Department of Transportation, the Federal Transit Administration and the Federal Highway Administration. The remainder of this document provides additional information as to the scope of work and the specifics needed to develop a proposal in the format preferred by the BCC.

## **PRIME SERVICE PROVIDER RESPONSIBILITIES**

Service provider will assume responsibility for delivery of services and application performance, regardless whether or not the Service provider subcontracts any of these services. The Service provider will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Service provider will be totally responsible for all obligations outlined under this RFP.

## **HOLD HARMLESS PROVISION**

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

## **SERVICE PROVIDER QUALIFICATIONS**

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within

Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating the fact that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

**All vendors, contractors and the grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at [www.baldwincountyal.gov](http://www.baldwincountyal.gov)**

**All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.**

### **GENERAL SUBMISSION INFORMATION**

Baldwin County intends to award a contract to a qualified consultant for the services. The proposal should address the Consultant's capabilities for performing all aspects of the project development process while presenting specific project information and substantiating the Consultant's methodologies and approach for completing the work requested.

### **PREPARATION COST**

The County shall be not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

### **EXAMINATION OF PROPOSALS**

Proposers should carefully examine the entire RFP, and addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the Work and the conditions likely to be encountered in performing the Work.

### **CONFIDENTIALITY**

The content of all proposals will be kept confidential until the selection of the Consultant is publicly announced. At that time, the selected proposal is open for review. After the award of the Contract, all proposals will then become public information.

### **LATE SUBMISSIONS**

Proposals not received prior to the Date and Time specified in this document will not be considered and will be returned unopened after recommendation of award.

### **REJECTION OF PROPOSALS**

The County reserves the right to reject any and all proposals if determined to be in the best interest of the County.

## **SCOPE OF WORK**

The 2045 LRTP shall consider all modes of transportation and have a base year of 2015. Development of the LRTP requires a thorough knowledge of transportation planning practices with demonstrated knowledge and experience using CUBE Voyager software. Three rounds of public involvement meetings will be required, each comprising a mid-day and evening session at separate locations.

The Scope of Work shall include, but is not limited to, the following tasks:

- Task 1: Review of Socioeconomic Data
- Task 2: Public Involvement Meetings
- Task 3: Forecast Future Socioeconomic Data
- Task 4: Prepare Base Year, 2 Interim Years, and Horizon Year Model
- Task 5: Trip Generation
- Task 6: Network/Model Calibration
- Task 7: Network/Model Validation
- Task 8: Construct Plan Network
- Task 9: Test Future
- Task 10: Draft Plan Report – *NLT January 17, 2020*
- Task 11: Final Plan Report – *NLT June 1, 2020*

## **SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

Please note that the consultant selected to complete this study must be included on the Alabama Department of Transportation's list of pre-qualified firms interested in providing services. Please limit proposals to ten (10) pages, not including (1) a two-page maximum Letter of Transmittal, (2) Table of Contents and (3) up to fifteen (15) pages for Appendices. Consultants interested in performing the work will be considered based on their submittal of the following:

1. Statement as to professional standing including any pending controversies outstanding. If none exists, such a statement should be made.
2. Statement of specific experience in the fields that the proposed services are requested and specific work of similar nature which the proposed staff for requested services was in responsible charge. Proposed staff names and specific individual experience are to be provided. Names and contact information for all LRTP clients from the last five (5) years.
3. Statement of availability and adequacy, in both number and quality of remaining staff, to perform all other functions needed in the proposed services.
4. List of qualified personnel in other disciplines required for the proposed services, both in-house and those to be acquired outside the firm.
5. Statement as to whether or not the firm is operating on a sound financial basis.
6. Statement of the firm's overhead or administrative cost, expressed as a percentage of direct labor for the last fiscal year.
7. Statement of labor additive or fringe benefits, expressed as a percentage of direct labor for the last fiscal year.

8. Estimated man-days by professional, sub-professional, and other.
9. Statement of billing rates for professional, sub-professional, and others.
10. Statement of where work will actually be accomplished.
11. Statement of whether or not and when a site visit has been made prior to submittal of interest.
12. Statement of last fiscal year firm was audited by a state or federal agency. If no audit has been made, a statement to this effect should be submitted.
13. Proposed approach to the scope of services and the proposed procedures for accomplishing each task in the work scope.
14. Estimated time to perform the work (entire project and by major task/benchmark) and ability of the firm to meet established schedules.
15. Estimated cost for the project, broken down in two ways:
  - A. By Major Project Task
  - B. By Man-Day Fee
16. Other information significant to a complete understanding of the proposed approach to this project.

### **TECHNICAL AND CONTRACTUAL CONTACTS**

Any questions concerning technical specifications, contractual terms & conditions and/or proposal format should be directed to:

Sarah Hart Sislak  
1100 Fairhope Avenue  
Fairhope, AL 36532  
251-990-4643  
[shart@baldwincountyal.gov](mailto:shart@baldwincountyal.gov)

Wanda Gautney  
312 Courthouse Square, Suite 15  
Bay Minette, AL 36507  
(251) 580-2520  
[wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov)

### **PROPOSALS SUBMISSION**

**Five (5) copies** are to be submitted no later than **2:00 P.M. CST on Thursday, June 6, 2019.**

Wanda Gautney, Purchasing Director  
Baldwin County Commission  
312 Courthouse Square, Suite 15  
Bay Minette, AL 36507

In addition, an electronic copy (PDF) is to be simultaneously submitted to the following recipients:

[wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov)  
[shart@baldwincountyal.gov](mailto:shart@baldwincountyal.gov)

Please do not send any materials via fax.

After the submittal date, the Baldwin County Commission may request interviews, to be conducted in person, from the firms determined to be most qualified to perform the work based on the proposal package (including letter of interest and qualifications) submitted. These interviews are tentatively scheduled for **Tuesday, June 25, 2019.**



**RFP Response Form**

**ESMPO 2045 LONG RANGE TRANSPORTATION PLAN**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Name of Company Representative: \_\_\_\_\_

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

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

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1166, **Version:** 1

**Item #:** B15

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Deidra Hanak, Personnel Director

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

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### ITEM TITLE

Request for Proposals (RFP) for Temporary Clerical and Labor Services for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the Request for Proposals (RFP) for Temporary Clerical and Labor Services to the lowest responsible bidder, **South Alabama Regional Planning Commission**, as per the attached Fee Schedule and authorize the Chairman to execute the Contract for thirty-six (36) months. (Contract effective upon full execution.)

### BACKGROUND INFORMATION

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

03/06/19 meeting: Approved the attached Request for Proposal (RFP) for Temporary Clerical and Labor Services and authorized the Purchasing Director to advertise the RFP.

**Background:** The Commission approved during their March 6, 2019 meeting, the Requests for Proposal (RFPs) for Temporary Clerical and Labor Services. The RFPs were received in the Purchasing Office on April 3, 2019, at 3:00 P.M. Eight (8) firms submitted a proposal. The RFPs were tabulated based on the information and pricing provided. The lowest prices were received from R & M Staffing but they were unable to comply with the insurance requirements listed in the RFP. South Alabama Regional Planning Commission was the next lowest responsible bidder with an office located near Baldwin County. Recommend the Commission award the RFP to South Alabama Planning Commission as per the attached Fee Schedule and authorize the Chairman to execute the Contract.

### FINANCIAL IMPACT

**Total cost of recommendation:** Variable

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

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

**LEGAL IMPACT**

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

**Reviewed/approved by:** David Conner

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 05/21/2019

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

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

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

## FEE SCHEDULE

Item #	Job Title	Minimum Hourly Rate	Payroll Rates			
			Temporary Hourly Rate	Baldwin County Bill Rate	Temporary OT Hourly Pay Rate	Baldwin County OT Bill Rate
1	Custodian	\$10.50	\$10.50	\$14.18	\$15.75	\$21.26
2	Laborer	\$10.50	\$10.50	\$14.18	\$15.75	\$21.26
3	Office Assistant/File Clerk	\$10.50	\$10.50	\$14.18	\$15.75	\$21.26
4	Shelter Manager	\$25.00	\$25.00	\$33.75	\$37.50	\$50.63
5	Assistant Shelter Manager	\$20.00	\$20.00	\$27.00	\$30.00	\$40.50
6	Shelter Support Staff	\$15.00	\$15.00	\$20.25	\$22.50	\$30.38
7	Cafeteria Manager	\$20.00	\$20.00	\$27.00	\$30.00	\$40.50
8	Cafeteria Support Staff	\$15.00	\$15.00	\$20.25	\$22.50	\$30.38
9	Custodian Manager	\$20.00	\$20.00	\$27.00	\$30.00	\$40.50
10	Custodian Support Staff	\$20.00	\$20.00	\$27.00	\$30.00	\$40.50
11	Interpreter	\$20.00	\$20.00	\$27.00	\$30.00	\$40.50
12	Bus Driver	\$15.00	\$15.00	\$20.25	\$22.50	\$30.38

## RFP Temporary Clerical and Labor Services

	Job Title	Min Rate	Temp Rate	Bill Rate	Bill Rate % over minimum rate	Notes
1	<b>Custodian</b>					
	Long's Personnel Service	\$10.50	\$10.50	\$ 15.22	45%	Offers health insurance
	SARPC	\$10.50	\$10.50	\$ 14.18	35%	No Baldwin County office / Mobile only
	Flex Force	\$10.50	\$10.50	\$ 14.75	40%	No quote Custodian Support Staff
	Express Employment	\$10.50	\$11.00	\$ 15.33	46%	Does not cover Bus Drivers
	The Wright Way	\$10.50	\$10.50	\$ 14.18	35%	Located in Birmingham, no remote offices
	Diskriter	\$10.50	\$12.00	\$ 16.75	60%	No Alabama locations
	R&M Staffing	\$10.50	\$10.75	\$ 12.75	21%	No local offices, can only provide \$300K in insurance
	22nd Century Staffing	\$10.50	\$11.55	\$ 15.59	48%	Located in Montgomery, no remote offices

2	<b>Laborer</b>				
	Long's Personnel Service	\$10.50	\$10.50	\$ 15.22	45%
	SARPC	\$10.50	\$10.50	\$ 14.18	35%
	Flex Force	\$10.50	\$10.50	\$ 14.75	40%
	Express Employment	\$10.50	\$11.50	\$ 15.87	51%
	The Wright Way	\$10.50	\$10.50	\$ 14.18	35%
	Diskriter	\$10.50	\$12.00	\$ 16.75	60%
	R&M Staffing	\$10.50	\$10.75	\$ 12.75	21%
	22nd Century Staffing	\$10.50	\$11.75	\$ 15.86	51%

3	<b>Office Assistant/File Clerk</b>				
	Long's Personnel Service	\$10.50	\$10.50	\$ 14.17	35%
	SARPC	\$10.50	\$10.50	\$ 14.18	35%
	Flex Force	\$10.50	\$10.50	\$ 14.50	38%
	Express Employment	\$10.50	\$11.00	\$ 14.89	42%
	The Wright Way	\$10.50	\$10.50	\$ 14.18	35%
	Diskriter	\$10.50	\$12.00	\$ 16.75	60%
	R&M Staffing	\$10.50	\$10.75	\$ 12.75	21%
	22nd Century Staffing	\$10.50	\$11.65	\$ 15.73	50%

4	<b>Shelter Manager</b>				
	Long's Personnel Service	\$25.00	\$25.00	\$ 33.75	35%
	SARPC	\$25.00	\$25.00	\$ 33.75	35%
	Flex Force	\$25.00	\$25.00	\$ 35.00	40%
	Express Employment	\$25.00	\$25.00	\$ 31.24	25%
	The Wright Way	\$25.00	\$25.00	\$ 33.75	35%
	Diskriter	\$25.00	\$25.00	\$ 34.89	40%
	R&M Staffing	\$25.00	\$25.50	\$ 30.25	21%
	22nd Century Staffing	\$25.00	\$25.15	\$ 33.95	36%

5	<b>Asst. Shelter Manager</b>				
	Long's Personnel Service	\$20.00	\$20.00	\$ 27.00	35%
	SARPC	\$20.00	\$20.00	\$ 27.00	35%
	Flex Force	\$20.00	\$20.00	\$ 28.00	40%
	Express Employment	\$20.00	\$20.00	\$ 25.59	28%
	The Wright Way	\$20.00	\$20.00	\$ 27.00	35%
	Diskriter	\$20.00	\$20.00	\$ 27.91	40%
	R&M Staffing	\$20.00	\$20.50	\$ 24.25	21%
	22nd Century Staffing	\$20.00	\$21.00	\$ 28.35	42%

### RFP Temporary Clerical and Labor Services

6	Shelter Support Staff				
	Long's Personnel Service	\$15.00	\$15.00	\$ 20.25	35%
	SARPC	\$15.00	\$15.00	\$ 20.25	35%
	Flex Force	\$15.00	\$15.00	\$ 21.00	40%
	Express Employment	\$15.00	\$15.00	\$ 19.95	33%
	The Wright Way	\$15.00	\$15.00	\$ 20.25	35%
	Diskriter	\$15.00	\$15.00	\$ 20.94	40%
	R&M Staffing	\$15.00	\$15.25	\$ 18.00	20%
	22nd Century Staffing	\$15.00	\$15.27	\$ 20.61	37%

7	Cafeteria Manager				
	Long's Personnel Service	\$20.00	\$20.00	\$ 27.00	35%
	SARPC	\$20.00	\$20.00	\$ 27.00	35%
	Flex Force	\$20.00	\$20.00	\$ 28.00	40%
	Express Employment	\$20.00	\$20.00	\$ 25.59	28%
	The Wright Way	\$20.00	\$20.00	\$ 27.00	35%
	Diskriter	\$20.00	\$20.00	\$ 27.91	40%
	R&M Staffing	\$20.00	\$20.50	\$ 24.25	21%
	22nd Century Staffing	\$20.00	\$22.00	\$ 29.70	49%

## RFP Temporary Clerical and Labor Services

8	Cafeteria Support Staff				
	Long's Personnel Service	\$15.00	\$15.00	\$ 21.75	45%
	SARPC	\$15.00	\$15.00	\$ 20.25	35%
	Flex Force	\$15.00	\$15.00	\$ 21.00	40%
	Express Employment	\$15.00	\$15.00	\$ 19.95	33%
	The Wright Way	\$15.00	\$15.00	\$ 20.25	35%
	Diskriter	\$15.00	\$15.00	\$ 20.94	40%
	R&M Staffing	\$15.00	\$15.25	\$ 18.00	20%
	22nd Century Staffing	\$15.00	\$15.00	\$ 20.25	35%

9	Custodian Manager				
	Long's Personnel Service	\$20.00	\$20.00	\$ 29.00	45%
	SARPC	\$20.00	\$20.00	\$ 27.00	35%
	Flex Force	\$20.00	\$20.00	\$ 28.00	40%
	Express Employment	\$20.00	\$20.00	\$ 25.59	28%
	The Wright Way	\$20.00	\$20.00	\$ 27.00	35%
	Diskriter	\$20.00	\$20.00	\$ 27.91	40%
	R&M Staffing	\$20.00	\$20.50	\$ 24.25	21%
	22nd Century Staffing	\$20.00	\$20.45	\$ 27.61	38%

10	Custodian Support Staff				
	Long's Personnel Service	\$20.00	\$20.00	\$ 29.00	45%
	SARPC	\$20.00	\$20.00	\$ 27.00	35%
	Flex Force				
	Express Employment	\$20.00	\$15.00	\$ 19.95	0%
	The Wright Way	\$20.00	\$20.00	\$ 27.00	35%
	Diskriter	\$20.00	\$20.00	\$ 27.91	40%
	R&M Staffing	\$20.00	\$20.50	\$ 24.25	21%
	22nd Century Staffing	\$20.00	\$20.00	\$ 27.00	35%

11	Interpreter				
	Long's Personnel Service	\$20.00	\$20.00	\$ 27.00	35%
	SARPC	\$20.00	\$20.00	\$ 27.00	35%
	Flex Force	\$20.00	\$20.00	\$ 28.00	40%
	Express Employment	\$20.00	\$20.00	\$ 24.78	24%
	The Wright Way	\$20.00	\$20.00	\$ 27.00	35%
	Diskriter	\$20.00	\$20.00	\$ 27.91	40%
	R&M Staffing	\$20.00	\$20.50	\$ 24.25	21%
	22nd Century Staffing	\$20.00	\$20.00	\$ 27.00	35%

12	Bus Driver				
	Long's Personnel Service	\$15.00	\$15.00	\$ 22.50	50%
	SARPC	\$15.00	\$15.00	\$ 20.25	35%
	Flex Force	\$15.00	\$15.00	\$ 21.00	40%
	Express Employment				
	The Wright Way	\$15.00	\$15.00	\$ 20.25	35%
	Diskriter	\$15.00	\$15.00	\$ 20.94	40%
	R&M Staffing	\$15.00	\$15.25	\$ 18.00	20%
	22nd Century Staffing	\$15.00	\$15.00	\$ 20.25	35%

Exceptions:

SARPC has no Baldwin County office/Mobile only

Flex Force did not submit a quote for Custodian Support Staff

Express Employment does not cover Bus Drivers

The Wright Way is located in Birmingham and does not have a remote office

Diskriter no Alabama locations

R & M Staffing no locate office and cannot provide the insurance amount that is required in the RFP

22nd Century Staffing located in Montgomery, no remote offices

State of Alabama )

County of Baldwin )

### CONTRACT FOR PROFESSIONAL SERVICES

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

#### WITNESSETH:

**Whereas**, at its regular held meeting on Tuesday, March 6, 2019, the COUNTY authorized staff to solicit a Request for Proposals (RFP's) for Temporary Clerical and Labor Services; and

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

PROVIDER: South Alabama Regional Planning Commission  
P. O. Box 1665  
Mobile, AL 36633  
ATTN: Terri Pringle

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

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services

shall include all the terms and Conditions of **“Request for Proposals”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in the Request for Proposals for Temporary Clerical and Labor Services for the Baldwin County Commission”.**

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

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, PROVIDER shall closely coordinate the subject services with the COUNTY and designated personnel.

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. Attachments:** The exhibits and/or attachments listed below are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

A. Attachment A – Cover Sheet

B. Attachment B – Fee Schedule

C. Attachment C – Certificate of Insurance

COUNTY and PROVIDER, if necessary, shall jointly cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

**XVIII. 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.

C. The COUNTY shall provide any necessary notices to commence, Discontinue, or terminate the services herein described.

**XIX. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving the (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.

**XX. 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 unless the additional costs are approved by the COUNTY in the form of a written Change Order. Compensation to PROVIDER for work shall be paid in accordance with the Scope of Work. Said compensation shall be all inclusive, including without limitations, reimbursement of all cost, incidents and operating expenses associated with those directly engaged in performance of the requested services.

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

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

**XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and same shall terminate upon either the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

**XXIV. Indemnification.** Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities,

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

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

**XXVII: 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.

**XXVIII: 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. Said Certificate of Insurance evidencing the requisite coverage is attached hereto as *Attachment C* as if fully set forth.

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

**SIGNATURE AND NOTARY PAGES TO FOLLOW**

COUNTY

ATTEST:

\_\_\_\_\_  
CHARLES F. GRUBER, Chairman /Date

\_\_\_\_\_  
WAYNE DYESS /Date  
County Administrator

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires

PROVIDER:

*South Alabama Regional Planning Commission*

\_\_\_\_\_  
By \_\_\_\_\_ /Date  
Its \_\_\_\_\_

**NOTARY PAGE TO FOLLOW**

State of Alabama)

County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that  
\_\_\_\_\_ as \_\_\_\_\_ of South Alabama Regional Planning Commission,  
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 South Alabama Regional Planning Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Attachment A:

**BALDWIN COUNTY RFP**  
**Temporary Clerical, Labor and Shelter Workers**

**Date:** March 30, 2019

**Out of State:** No

**Company Name:** South Alabama Regional Planning Commission

**Name of Company Representative:** Terri Pringle

**Position:** Director, Employment/Economic Development Services

**Address:** Physical: 110 Beauregard Street  
Mobile, AL 36602

Mailing: Post Office Box 1665  
Mobile, AL 36633

**Email Address:** [tpringle@sarpc.org](mailto:tpringle@sarpc.org)

**Company Web Page:** [www.sarpc.org](http://www.sarpc.org)

**Phone:** (251) 652-0585

**Fax:** (251) 433-0148

**Signature:** Terri Pringle



## ATTACHMENT B

## FEE SCHEDULE

Item #	Job Title	Minimum Hourly Rate	Payroll Rates			
			Temporary Hourly Rate	Baldwin County Bill Rate	Temporary OT Hourly Pay Rate	Baldwin County OT Bill Rate
1	Custodian	\$10.50	\$10.50	\$14.18	\$15.75	\$21.26
2	Laborer	\$10.50	\$10.50	\$14.18	\$15.75	\$21.26
3	Office Assistant/File Clerk	\$10.50	\$10.50	\$14.18	\$15.75	\$21.26
4	Shelter Manager	\$25.00	\$25.00	\$33.75	\$37.50	\$50.63
5	Assistant Shelter Manager	\$20.00	\$20.00	\$27.00	\$30.00	\$40.50
6	Shelter Support Staff	\$15.00	\$15.00	\$20.25	\$22.50	\$30.38
7	Cafeteria Manager	\$20.00	\$20.00	\$27.00	\$30.00	\$40.50
8	Cafeteria Support Staff	\$15.00	\$15.00	\$20.25	\$22.50	\$30.38
9	Custodian Manager	\$20.00	\$20.00	\$27.00	\$30.00	\$40.50
10	Custodian Support Staff	\$20.00	\$20.00	\$27.00	\$30.00	\$40.50
11	Interpreter	\$20.00	\$20.00	\$27.00	\$30.00	\$40.50
12	Bus Driver	\$15.00	\$15.00	\$20.25	\$22.50	\$30.38



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2019

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

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

PRODUCER (251)471-4352  
Courtney & Pharr, Inc.

PO Box 16125  
Mobile, AL 36616

INSURED South Alabama Regional Planning Commission  
P.O. Box 1665  
Mobile, AL 36633

## CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Alabama Municipal Insurance Co.

INSURER B: American Alternative Insurance

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	[REDACTED]	01/01/10	01/01/20	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG					GENERAL AGGREGATE \$ 4,000,000
A	AUTOMOBILE LIABILITY	X	[REDACTED]	01/01/19	01/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
B	UMBRELLA LIAB	X	[REDACTED]	01/01/19	01/01/20	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE					
	DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is Additional Insured under General Liability per written contract

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1122, **Version:** 1

**Item #:** B16

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Terri Graham, Solid Waste Director/Chandra Middleton, Assistant BRATS Director/Felisha Anderson, Archives Director/Deidra Hanak, Personnel Director

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

---

### ITEM TITLE

Rental of Four (4) Copy Machines for Various Baldwin County Departments

### STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the rental agreements with **Sharp Electronics Corporation** for the rental of four (4) new copy machines off the State of Alabama bid for thirty-six (36) months effective the date of execution as follows:

Solid Waste Transfer Station - Bay Minette

Model: Sharp MX-4071

Price: \$170.08

Excess Charge/copy: B/W \$0.0065/copy Color \$0.045/copy

BRATS - Robertsedale

Model: Sharp MX-6070V

Price: \$199.69

Excess Charge/copy: B/W \$0.0054/copy Color \$0.0400/copy

Baldwin County Archives - Bay Minette

Model: Sharp MX-6070V

Price: \$207.29

Excess Charge/copy: B/W \$0.0054/copy Color \$0.04/copy

Baldwin County Personnel Dept. - Bay Minette

Model: Sharp MX-6070V

Price: \$262.09

Excess Charge/copy: B/W \$0.0054/copy Color \$0.0400/copy

### BACKGROUND INFORMATION

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

**Background:** The current rental agreements for the four (4) copy machines located in various County Departments are expiring. Sharp Electronics Corporation has submitted the rental agreements to replace the current machines with new machines. The rental agreements are for thirty-six (36) months and will be rented off the State of Alabama bid and will include all supplies, toner and developer for the machines.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$10,069.80/year

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

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

### **LEGAL IMPACT**

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

Standard State of Alabama Bid Rental Agreements

**Reviewed/approved by:** David Conner

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 05/21/2019

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

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

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

Order # B253

## Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

### STATE CONTRACT RENTAL AGREEMENT

**BILL TO:**

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE

**SHIP TO:**

Baldwin County Solid Waste

Collection Division

42901 Nicholasville Rd

Bay Minette, AL 36507

TELEPHONE # 251-972-6878

Contact: Terri Graham

BEGINNING METER READ

**TERM: 3 YR. Agreement under the provisions of State of Alabama**  
Contract # T190-PA3091-AL04

**RATE: Monthly**  
**Base Charge:** \$170.08 **Copies** N/A **Excess Charge**  
**Included** Per Copy \$ \$ .0065 B/W \$ .045 CLR

**3 Yr Equip. Total** \$6,122.88

**Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment**

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-4071			
	MX-DE25N			
	MX-FX15			
	MX-FN27N			
		REPLACES S/N 65069083		

(PAGE 2)

**SUPPLIES**

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

**SERVICE**

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

**TERMS AND CONDITIONS**

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE	_____	TITLE	_____	DATE	_____
LESSOR	<u>Christina Bush</u>	TITLE	Senior Government Account Manager	DATE	<u>4/17/19</u>

Order # B252

## Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

### STATE CONTRACT RENTAL AGREEMENT

**BILL TO:**

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE

**SHIP TO:**

BRATS - Baldwin Rural Area Transportation System

18100 County Road 54

Robertsdale, AL 36567

TELEPHONE # 251-972-8577

Contact: Chandra Middleton

BEGINNING METER READ

**TERM: 3 YR. Agreement under the provisions of State of Alabama**  
Contract # T190-PA3091-AL04

RATE: Monthly  
Base Charge: \$199.69 Copies Included N/A Excess Charge Per Copy \$ \$ .0054 B/W & \$.0400 Color

3 Yr Equip. Total \$7,188.84

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-6070V			
	MX-DE25N			
	MX-FN27N			
		REPLACES S/N 65004682		

(PAGE 2)

**SUPPLIES**


Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

**SERVICE**

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

**TERMS AND CONDITIONS**

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE	_____	TITLE	_____	DATE	_____
LESSOR		TITLE	Senior Government Account Manager	DATE	4/17/19



Order # B251

## Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

### STATE CONTRACT RENTAL AGREEMENT

**BILL TO:**

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE

**SHIP TO:**

Baldwin County Archives

305 East 2nd Street

Bay Minette, AL 36507

TELEPHONE # 251-580-1897

Contact: Felisha Anderson

BEGINNING METER READ

**TERM: 3 YR. Agreement under the provisions of State of Alabama**  
Contract # T190-PA3091-AL04

RATE: Monthly  
Base Charge: \$207.29 Copies Included N/A Excess Charge Per Copy \$ \$0.054 B/W \$0.04 CLR

3 Yr Equip. Total \$7,462.44

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-6070V			
	MX-FN27N			
	MX-DE27N			
		replaces S/N 55072010		

(PAGE 2)

**SUPPLIES**

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

**SERVICE**

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

**TERMS AND CONDITIONS**

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
LESSOR Christine Bush TITLE Senior Government Account Manager DATE 4/17/19

Order # B254

## Sharp Electronics Corporation

Order Address: One Sharp Plaza Box Q, Mahwah, NJ 07495

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

### STATE CONTRACT RENTAL AGREEMENT

**BILL TO:**

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE

**SHIP TO:**

Baldwin County Personnel Dept

312 Courthouse Square Suite 17

Bay Minette, AL 36507

TELEPHONE # 251-937-0337

Contact: Deidra Hanak

BEGINNING METER READ

**TERM: 3 YR. Agreement under the provisions of State of Alabama**  
Contract # T190-PA3091-AL04

**RATE: Monthly**

**Base Charge:** \$262.09 **Copies** Included N/A **Excess Charge**  
**Per Copy \$** \$0.054 B/W & \$0.400 Color

**3 Yr Equip. Total** \$9,435.24

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-6070V			
Category 11.3	MX-FN30			
	MX-RB25N			
	MX-DE28N			
	MX-LC17N			
	MX-TR19N			
	MX-PN16B			
		REPLACES S/N 65004002		

(PAGE 2)

**SUPPLIES**

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

**SERVICE**

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

**TERMS AND CONDITIONS**

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
LESSOR Christina Bush TITLE Senior Government  
Account Manager DATE 4/17/19



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1167, **Version:** 1

**Item #:** C1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** John Sedlack, Design Tech III

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### **ITEM TITLE**

Resolution #2019-089 - 2019 High Risk Rural Roads Program for Repair of Unshielded Bridge Ends

### **STAFF RECOMMENDATION**

Approve Resolution #2019-089 for the repair of unshielded bridge ends at the following locations:

County Road 87 over Styx River

Scrannage Road over Horseneck Creek

Hoyle Bryars Road over Interstate 65

### **BACKGROUND INFORMATION**

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

**March 19, 2019:** Approved Resolution #2019-061 and a construction funding agreement between the Baldwin County Commission and the Alabama Department of Transportation to repair Unshielded Bridge Ends at the following locations for an estimated construction cost of \$184,870.00 with 90% funding (\$166,383.00) provided by the 2019 High Risk Rural Roads Program and the remaining 10% match (\$18,487.00) funded by Baldwin County:

County Road 87 over Styx River

Scrannage Road over Horseneck Creek

Hoyle Bryars Road over Interstate 65.

**July 3, 2018:** The Commission authorized the Chairman to send a letter of intent to the Alabama Department of Transportation (ALDOT) for funding through the Fiscal Year 2019 High Risk Rural Roads (HRRR) Safety Program for guardrail and end anchor installation on Unshielded Bridge Ends at the following locations:

County Road 87 over Styx River

Scrannage Road over Horseneck Creek

Hoyle Bryars Road over Interstate 65

**Background:**

This Resolution was requested by the Alabama Department of Transportation (ALDOT) for initiation as outlined in the Procedural Guidelines for County Projects.

On January 11, 2019, Baldwin County was approved for the 2019 High Risk Rural Roads Program for Unshielded Bridge Ends (Project No. 02-064-18). There were three (3) bridge locations that met the requirements under the program. The Project estimate is \$184,870.00 with 90% (\$166,383.00) being reimbursed through the program and the remaining 10% (\$18,487.00) coming from County matching funds.

**FINANCIAL IMPACT**

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

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration Staff have the Commission execute the resolution and return to Highway Department (John Sedlack) for submittal to the Alabama Department of Transportation.

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

Mail Correspondence contact:

Mr. D.E. Phillips, Jr., P.E.

State Local Transportation Engineer

Alabama Department of Transportation

1409 Coliseum Blvd.

Montgomery, Alabama 36110-2060

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

Resolution No. 2019-089

County of BALDWIN

STATE OF ALABAMA

Project No. HRRR-0219 ( ) – BCP 0206418

WHEREAS, the COUNTY COMMISSION of BALDWIN County, Alabama, is desirous of constructing or improving, by force account, by contract, or both, a section of road included in the Baldwin County Road System and described as follows:

Repair of Unshielded Bridge Ends at the following locations:

County Road 87 over Styx River  
Scranage Road over Horseneck Creek  
Hoyle Bryars Road over I-65

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed between the County and the State covering the construction of the project.

Done at the regular session of the Commission of Baldwin County, this 7th day of May, 2019.

BALDWIN COUNTY COMMISSION  
Governing Body

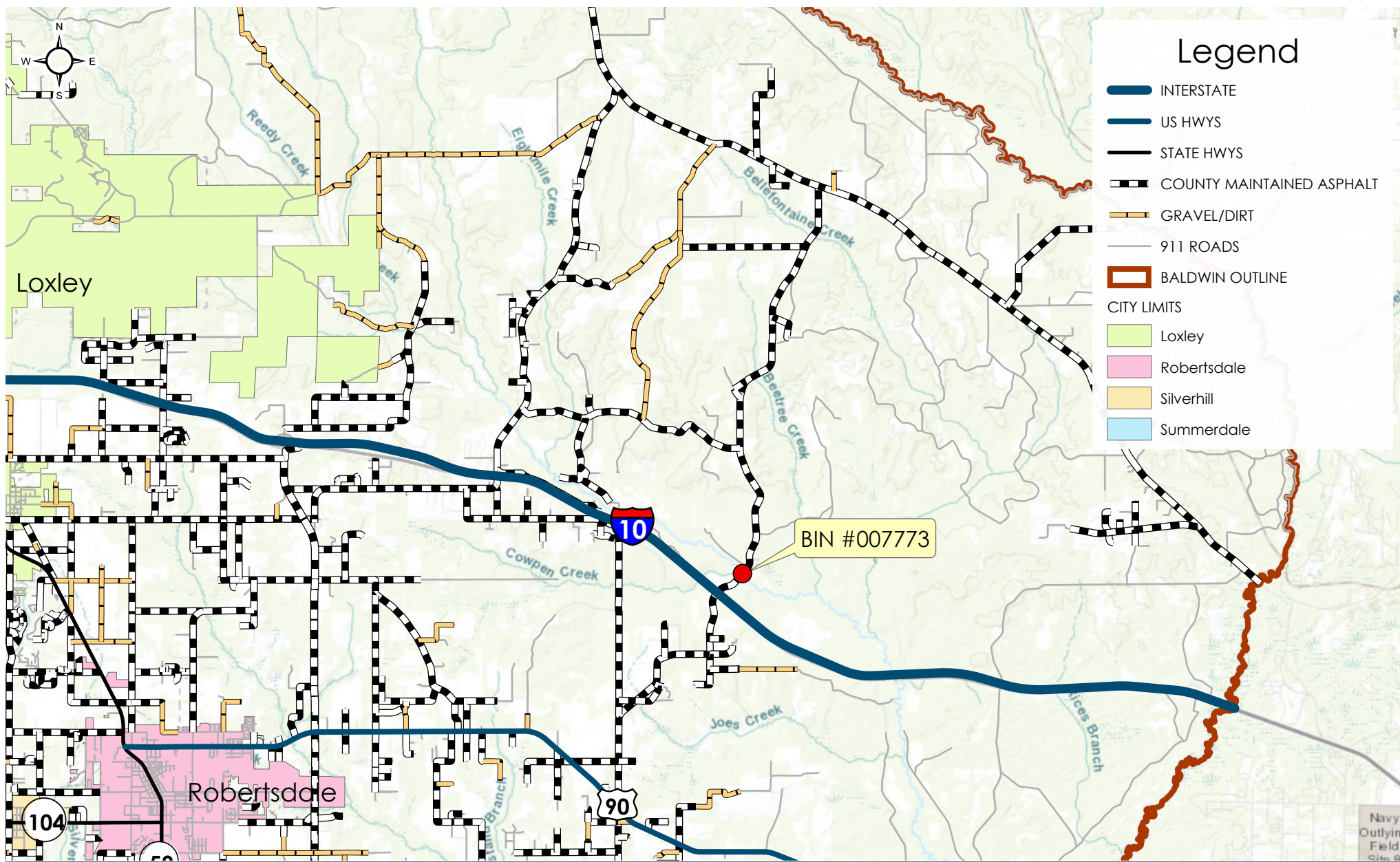
\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member





# County Rd 87 Bridge over Styx River

## Guardrail Replacement - BIN #007773

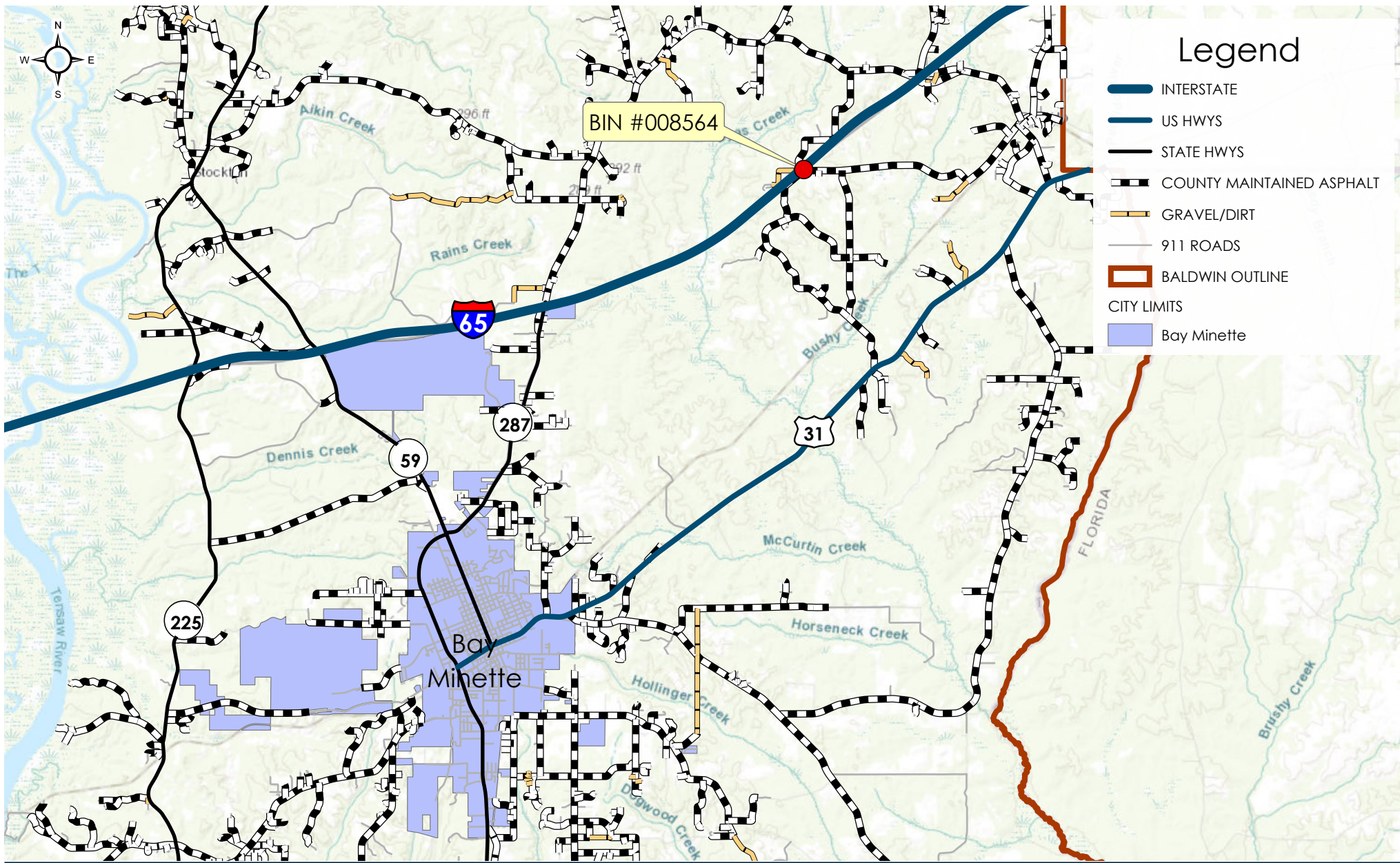
Baldwin County  
Highway Department 2018



0

8.5 Miles





## Hoyle Bryars Rd over I-65 Guardrail Replacement - BIN #008564

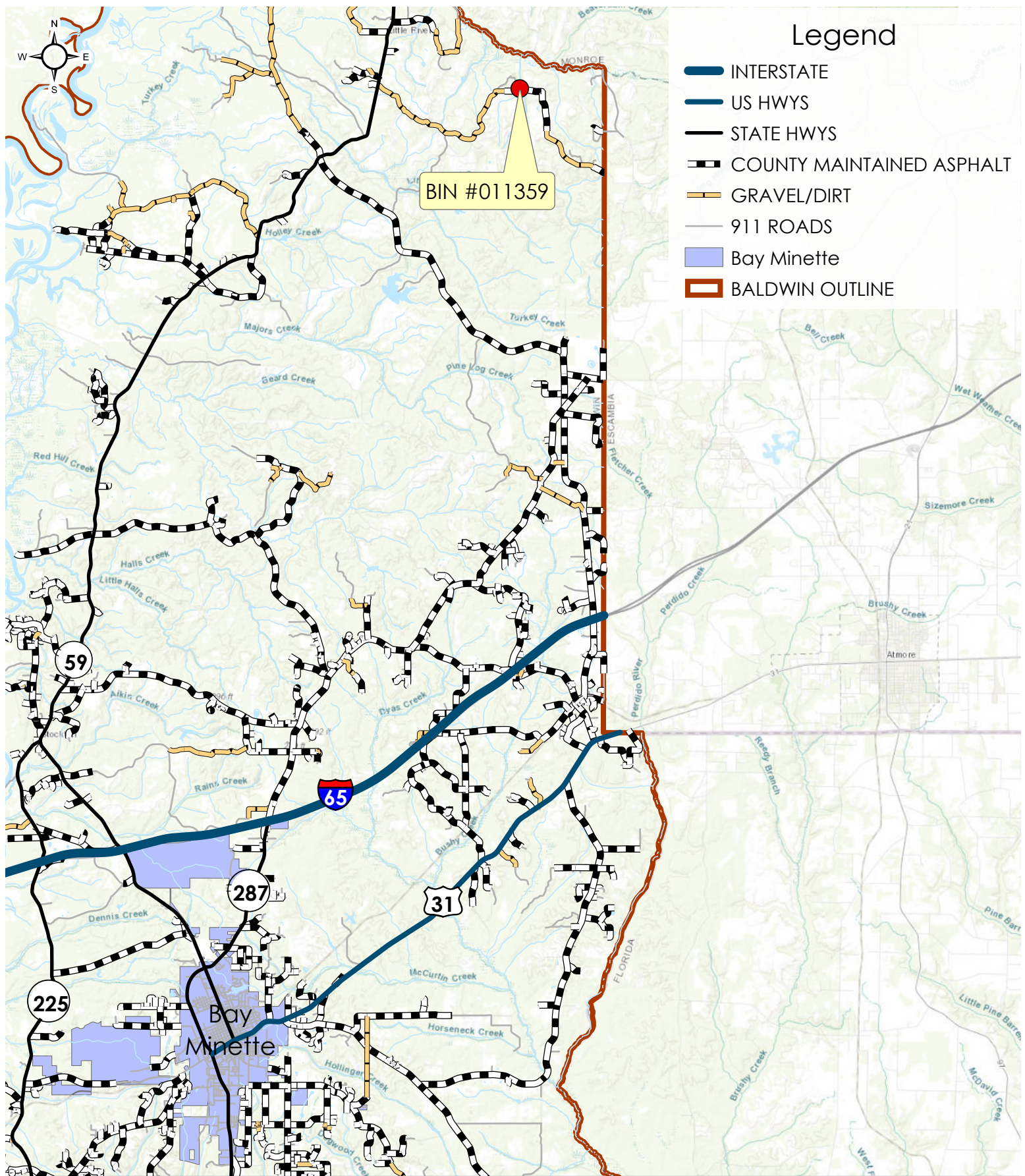
Baldwin County  
Highway Department 2018



0

8.5 Miles





# Scrannage Rd Bridge over Horseneck Creek Guardrail Replacement - BIN #011359

Baldwin County  
Highway Department 2018

**CONSTRUCTION  
AGREEMENT  
FOR A  
HIGH RISK RURAL ROADS PROGRAM  
PROJECT**

**BETWEEN THE STATE OF ALABAMA  
AND  
BALDWIN COUNTY COMMISSION  
Baldwin County**

**Project No. HRRR-0219( )  
County Project No. BCP 02-064-18  
CPMS Ref# 100069560**

**PART ONE (1): INTRODUCTION**

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Baldwin County Commission, Alabama, (FEIN [REDACTED]) hereinafter referred to as the COUNTY.

**WHEREAS**, the STATE and the COUNTY desire to cooperate in the installation of end anchors and replacement of existing metal bridge rail at BINs 7773 (CR-87) and 11359 (Scranage Rd.) and installation of end anchors at BIN 8564 (Hoyle Rd.); Project# HRRR-0219( ); BCP 02-064-18; CPMS Ref# 100069560.

**NOW, THEREFORE**, it is mutually agreed between the STATE and the COUNTY as follows:

**PART TWO (2): FUNDING PROVISIONS**

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Cost for the project will be financed, when eligible for Federal participation, on the basis of 90 percent High Risk Rural Roads funds (HRRR) and 10 percent COUNTY funds. Any deficiency in Federal Aid or overrun in costs will be borne by the COUNTY from COUNTY funds unless approved in writing by the STATE. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 90% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
HRRR Funds	\$ 166,383.00
County Funds	\$ 18,487.00
	-----
TOTAL (Incl CE&I & Indirect Cost)	\$ 184,870.00

It is further understood that this is a cost reimbursement program, and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

### **PART THREE (3): PROJECT SERVICES**

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.



- B. The COUNTY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will not be an eligible cost to the project. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will not be an eligible cost to the project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

#### **PART FOUR (4): CONTRACT PROVISIONS**

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost to the project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this

amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-

of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

#### **PART FIVE (5): ACCOUNTING PROVISIONS**

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.



- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

#### **PART SIX (6): MISCELLANEOUS PROVISIONS**

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Baldwin County, Alabama

By: Ronald J. Cink  
County Administrator (Signature)

Ronald J. Cink  
Type Name of County Administrator  
(AFFIX SEAL)

By: Charles H. Gruber  
As Chairman (Signature)

Charles H. Gruber  
Type Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: \_\_\_\_\_  
William F. Patty,  
Chief Counsel

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Vincent Calametti, P.E.  
Southwest Region Engineer

\_\_\_\_\_  
D.E. (Ed) Phillips, P.E.  
State Local Transportation Engineer

\_\_\_\_\_  
Don T. Arkle, P. E.  
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH  
THE ALABAMA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND  
SIGNED BY THE GOVERNOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
KAY IVEY  
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER 2019-061

BE IT RESOLVED by the Baldwin County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, relating to a project for:

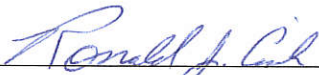
**Installation of end anchors and replacement of existing metal bridge rail at BINs 7773 (CR-87) and 11359 (Scranage Rd.) and installation of end anchors at BIN 8564 (Hoyle Rd.); Project# HRRR-0219( ); BCP 02-064-18; CPMS Ref# 100069560.**

A copy of the agreement has been submitted to the Commission, and the Commission hereby approves the agreement. The Commission hereby authorizes and directs that the agreement be executed in the name of the County, by the Chairman for and on its behalf and attested by the County Administrator, and the official seal of the County shall be affixed thereto.

BE IT FURTHER RESOLVED that upon the completion of the execution of the agreement by all parties, a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting County Administrator of Baldwin County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the 19th day of March, 20 19, and that such resolution is on file in the County Administrator's Office.

ATTESTED:

  
County Administrator

  
Chairman

19th day of March, 20 19, and that such resolution is of record in the office of the County Administrator.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 19th day of March, 20 19.

  
County Administrator

(AFFIX SEAL)

**EXHIBIT A**

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM**

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

**EXHIBIT E**

**TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

**CONTROVERSY**

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

**CONTRACT BINDING ON SUCCESSORS AND ASSIGNS**

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

## EXHIBIT H

Page 1

**EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.



EXHIBIT H  
Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**COST PRINCIPLES**

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

**EXHIBIT H**

Page 5

- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

**COUNTYS' CERTIFICATIONS**

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

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

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA  
DEPARTMENT OF TRANSPORTATION  
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL  
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:

  
BUREAU CHIEF/REGION ENGINEER

APPROVAL:

  
CHIEF ENGINEER

APPROVAL:

  
TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1211, **Version:** 1

**Item #:** C2

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Joey Nunnally, P.E. County Engineer

**Submitted by:** John Sedlack, Design Tech III

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### ITEM TITLE

2019 High Risk Rural Roads Program for Unshielded Bridge Ends - Request Permission to Advertise

### STAFF RECOMMENDATION

Authorize the Purchasing Director to place a competitive bid for the 2019 High Risk Rural Roads Program for Unshielded Bridge Ends once the Alabama Department of Transportation (ALDOT) approves the plans and contract documents.

### BACKGROUND INFORMATION

**Previous Commission action/date:** .

**March 19, 2019:** The Commission approved Resolution #2019-061 and a construction funding agreement between the Baldwin County Commission and the Alabama Department of Transportation (ALDOT) to repair Unshielded Bridge Ends at the following locations for an estimated construction cost of \$184,870.00 with 90% funding (\$166,383.00) provided by the 2019 High Risk Rural Roads Program and the remaining 10% match (\$18,487.00) funded by Baldwin County:

County Road 87 over Styx River

Scrannage Road over Horseneck Creek

Hoyle Bryars Road over Interstate 65.

**July 2, 2019:** The Commission authorized the Chairman to send a letter of intent to the Alabama Department of Transportation (ALDOT) for funding through the Fiscal Year 2019 High Risk Rural Roads (HRRR) Safety Program for guardrail and end anchor installation on Unshielded Bridge Ends at the following locations:

County Road 87 over Styx River

Scrannage Road over Horseneck Creek

Hoyle Bryars Road over Interstate 65

**Background:** On January 11, 2019, Baldwin County was approved for the 2019 High Risk Rural Roads Program for Unshielded Bridge Ends (Project No. 02-064-18). There were three (3) bridge

locations that met the requirements under the program. The Project estimate is \$184,870.00 with 90% (\$166,383.00) being reimbursed through the program and the remaining 10% (\$18,487.00) coming from County matching funds.

### **FINANCIAL IMPACT**

Total cost of recommendation: N/A

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

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

### **LEGAL IMPACT**

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

Reviewed/approved by: N/A

Additional comments: N/A

### **ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

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

### **FOLLOW UP IMPLEMENTATION**

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

Individual(s) responsible for follow up: Wanda Gautney, John Sedlack

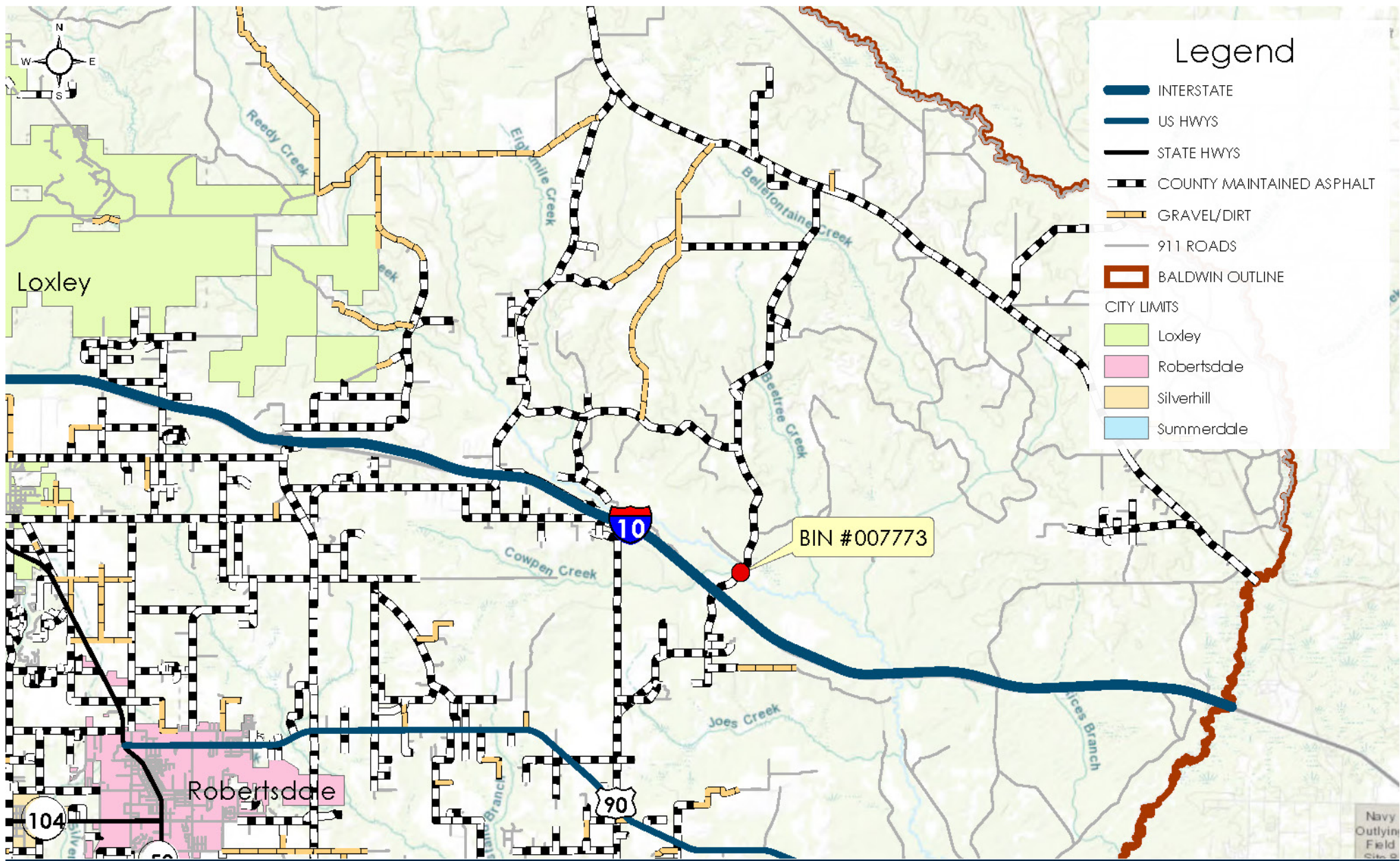
**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Purchasing Director, Wanda Gautney, will advertise project once the advertisement is submitted from Highway Department Staff.

Highway Department Staff, John Sedlack, will submit advertisement to Purchasing Director once the Alabama Department of Transportation approves the plans and contract documents.

Additional instructions/notes: N/A





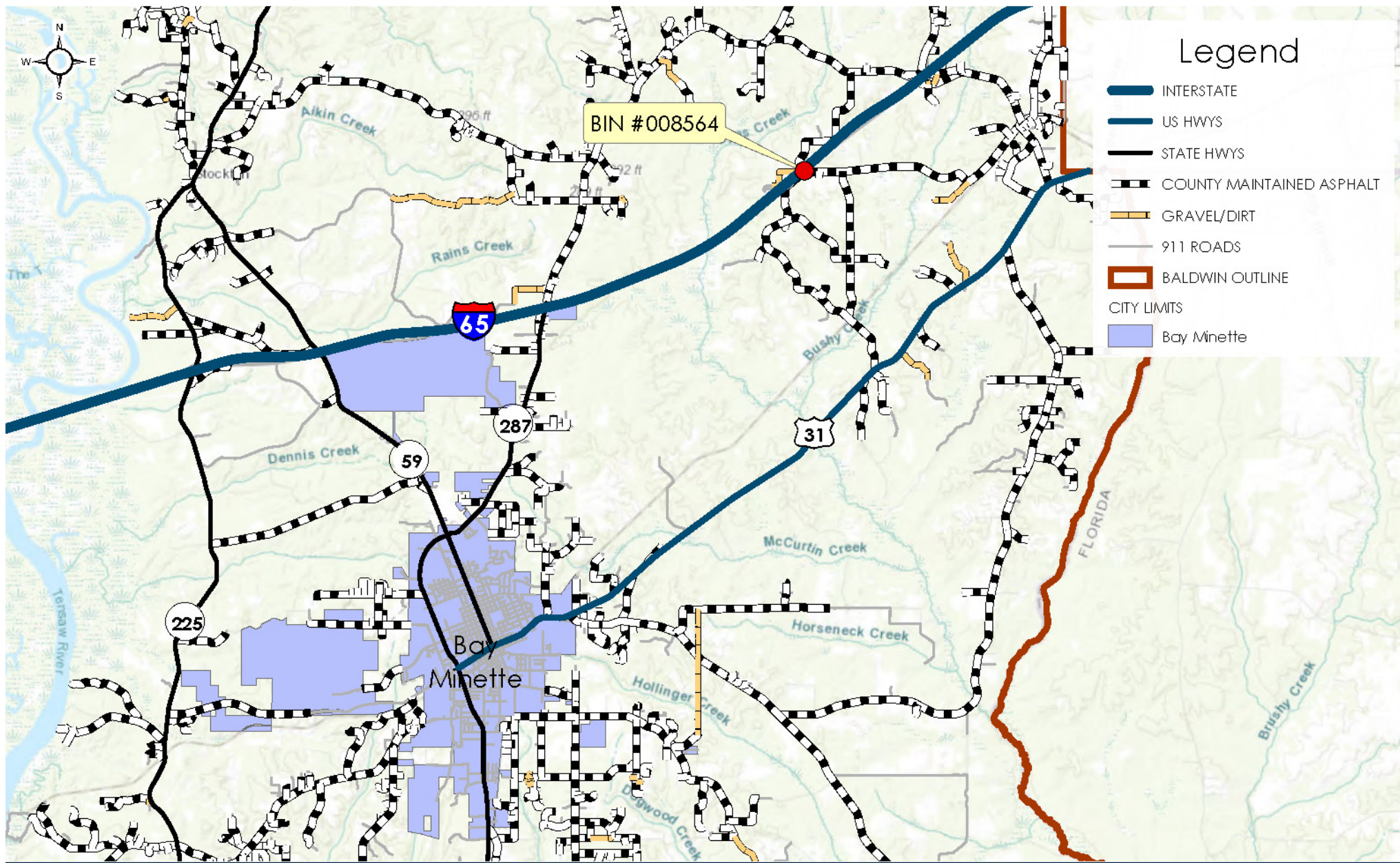
# County Rd 87 Bridge over Styx River Guardrail Replacement - BIN #007773

Baldwin County  
Highway Department 2018



0 8.5 Miles





## Hoyle Bryars Rd over I-65

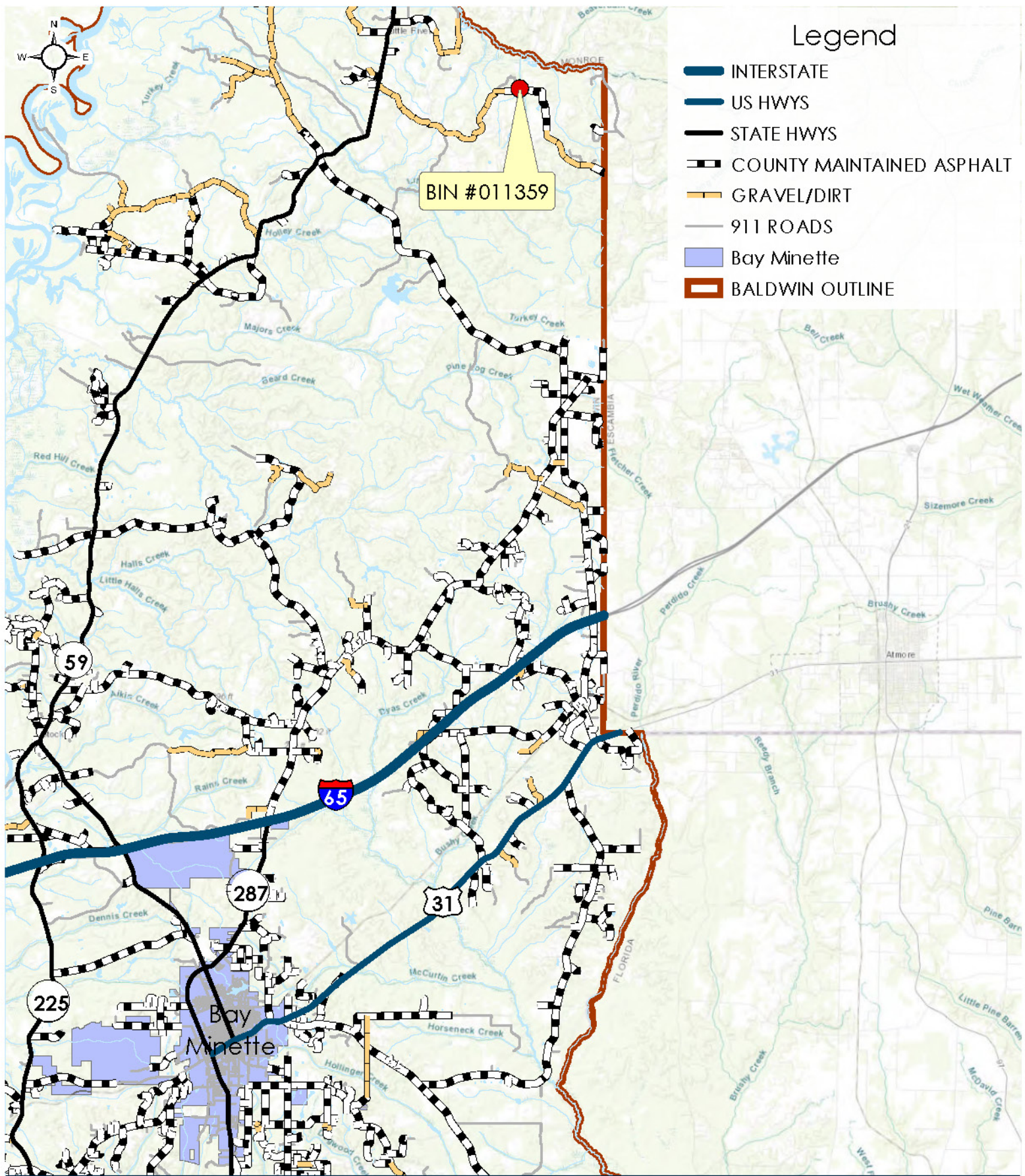
### Guardrail Replacement - BIN #008564

Baldwin County  
Highway Department 2018



0 8.5 Miles





Scrannage Rd Bridge over Horseneck Creek  
Guardrail Replacement - BIN #011359

Baldwin County  
Highway Department 2018

0 2 4 8 Miles





# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1088, **Version:** 1

**Item #:** C3

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Joey Nunnally P.E., County Engineer

**Submitted by:** John Sedlack, Design Tech III

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### ITEM TITLE

Alabama Department of Transportation (ALDOT) - Intersection Improvements at Bromley Road and State Highway 225 - Rescind Utility Relocation Agreement with Baldwin EMC

### STAFF RECOMMENDATION

Rescind the actions taken by the County Commission during its regularly scheduled meeting on February 6, 2018, more specifically, the staff recommendation regarding Agenda item BF1, which approved as follows:

*"1. APPROVE THE UTILITY RELOCATION AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION, BALDWIN EMC, AND ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT) FOR THE RELOCATION OF UTILITIES ASSOCIATED WITH THE INTERSECTION IMPROVEMENTS AT BROMLEY ROAD AND STATE HIGHWAY 225. (THIS AGREEMENT SHALL BE EFFECTIVE UPON FULL EXECUTION AND WILL TERMINATE UPON COMPLETION OF THE PROJECT.); AND*

*2. AUTHORIZE THE CHAIRMAN TO EXECUTE ANY PROJECT RELATED DOCUMENTS."*

### BACKGROUND INFORMATION

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

**Background:** This project was funded through the Alabama Department of Transportation (ALDOT) using State Transportation Safety Funds. ALDOT has determined that Utility Relocation is not reimbursable through this funding source. Baldwin EMC performed this work at no cost to the project.

### FINANCIAL IMPACT

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

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

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

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**LEGAL IMPACT**

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

Reviewed/approved by: N/A

Additional comments: N/A

**ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

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

**FOLLOW UP IMPLEMENTATION**

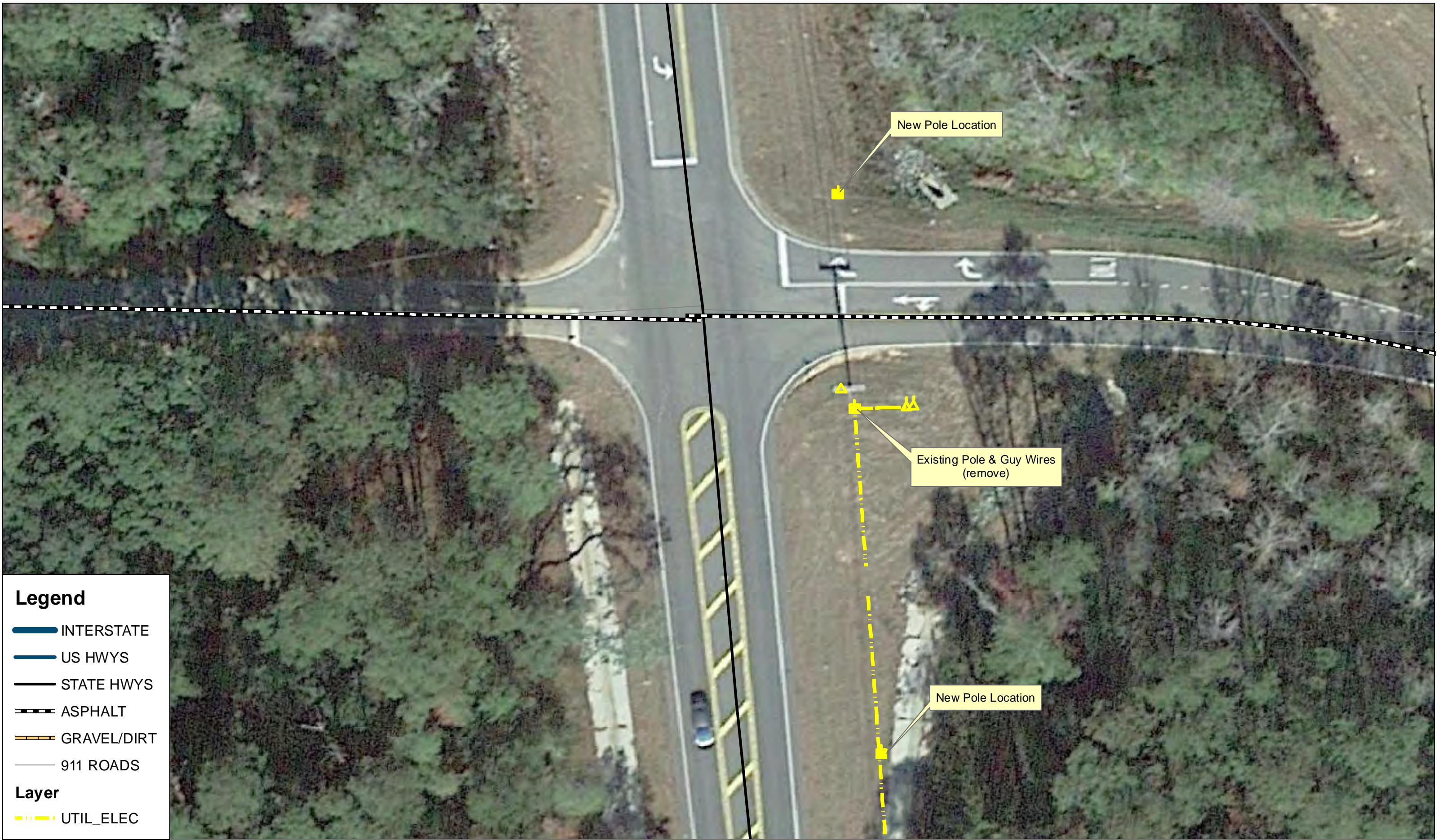
For time-sensitive follow up, select deadline date for follow up: N/A

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

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

Additional instructions/notes: N/A





**Legend**

- INTERSTATE
- US HWYS
- STATE HWYS
- ASPHALT
- GRAVEL/DIRT
- 911 ROADS

**Layer**

- UTIL\_ELEC





# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1207, **Version:** 1

**Item #:** C4

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Matthew Brown, BRATS Director of Transportation

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### ITEM TITLE

Baldwin Regional Area Transit System (BRATS) Seasonal Summer Routes

### STAFF RECOMMENDATION

Discuss the Baldwin Regional Area Transit System Seasonal Summer Routes.

### BACKGROUND INFORMATION

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

#### **Background:**

In the summer of 2018, the Baldwin Regional Area Transit System (BRATS) offered five (5) special seasonal summer routes. Two of these routes were in coordination with Regal (a staffing agency), one route was in coordination with McDonalds in Gulf Shores, and one route was in coordination with Burger King in Gulf Shores. These entities utilize international student workers with J-1 Visas to meet their employment demands during the tourist season and are required to make sure the students get transported to their individual work places.

Due to the nature of summer hospitality work, BRATS provided additional routes with special early morning and late-night hours. BRATS's cost to run the summer routes last year was approximately \$201,655. BRATS' revenue from those routes was approximately \$38,400. This resulted in a net operating cost (after deduction of fares) of approximately \$163,255.

BRATS also provided special seasonal summer routes in 2018 to workers out of Mobile through the Youth Excelling for Success (YES) program. These routes moved students from Mobile County to places of work at Baldwin County beaches. Initially, BRATS was assured a large number of riders, but those numbers did not ultimately come to fruition.

The YES program routes cost BRATS approximately \$63,783. BRATS generated fare revenue in the amount of \$33,740 from the program. This resulted in a net operating cost of approximately \$30,043.

The combined net operating cost for all special seasonal summer routes was approximately \$193,298. While at least 50% of this cost was reimbursed through Federal Transit Administration (FTA) grants, the Commission was ultimately left with a substantial portion of the remaining costs.

Regal, Burger King, and the Yes Program managers have reached out to BRATS for assistance again for Summer 2019. BRATS has communicated to these entities that it will not be providing specialized summer routes for the 2019 season, but will do its best to leverage already existing routes (Beach Linc and Central Transfer Orange Beach/Gulf Shores) to meet as many of their transportation needs as possible.

### FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

### LEGAL IMPACT

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

No

Reviewed/approved by: N/A

Additional comments: N/A

### ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

### FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: No

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

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

Additional instructions/notes: N/A





# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1126, **Version:** 1

**Item #:** C5

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Construction/Development Manager

**Submitted by:** Laurie Rumbaugh, Office Administrator

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### **ITEM TITLE**

Case S-15029 - Bridlewood Farms - Release Maintenance Bond

### **STAFF RECOMMENDATION**

Authorize Staff to release the Surety Document (Maintenance Bond) from North American Specialty Company on behalf of Asphalt Services, Inc. in the amount of \$357,622.32 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and "As-Built" construction plans.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** April 4, 2017

**Background:** On April 4, 2017, the Baldwin County Commission accepted the following roads in Bridlewood Farms for maintenance and authorized roads to be added to the County Maintenance Road List:

Dressage Way 3850 ft. in length in Maintenance Area 200 with 20' asphalt width

Caveletti Circle 486 ft. in length in Maintenance Area 200 with 20' asphalt width

and; approved the Subdivision Roadway and Drainage Improve Acceptance Agreement and accepted the Surety Document from North America Specialty Company on behalf of Asphalt Services, Inc., in the amount of \$357,622.32 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and "As-Built" construction plans.

### **FINANCIAL IMPACT**

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

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

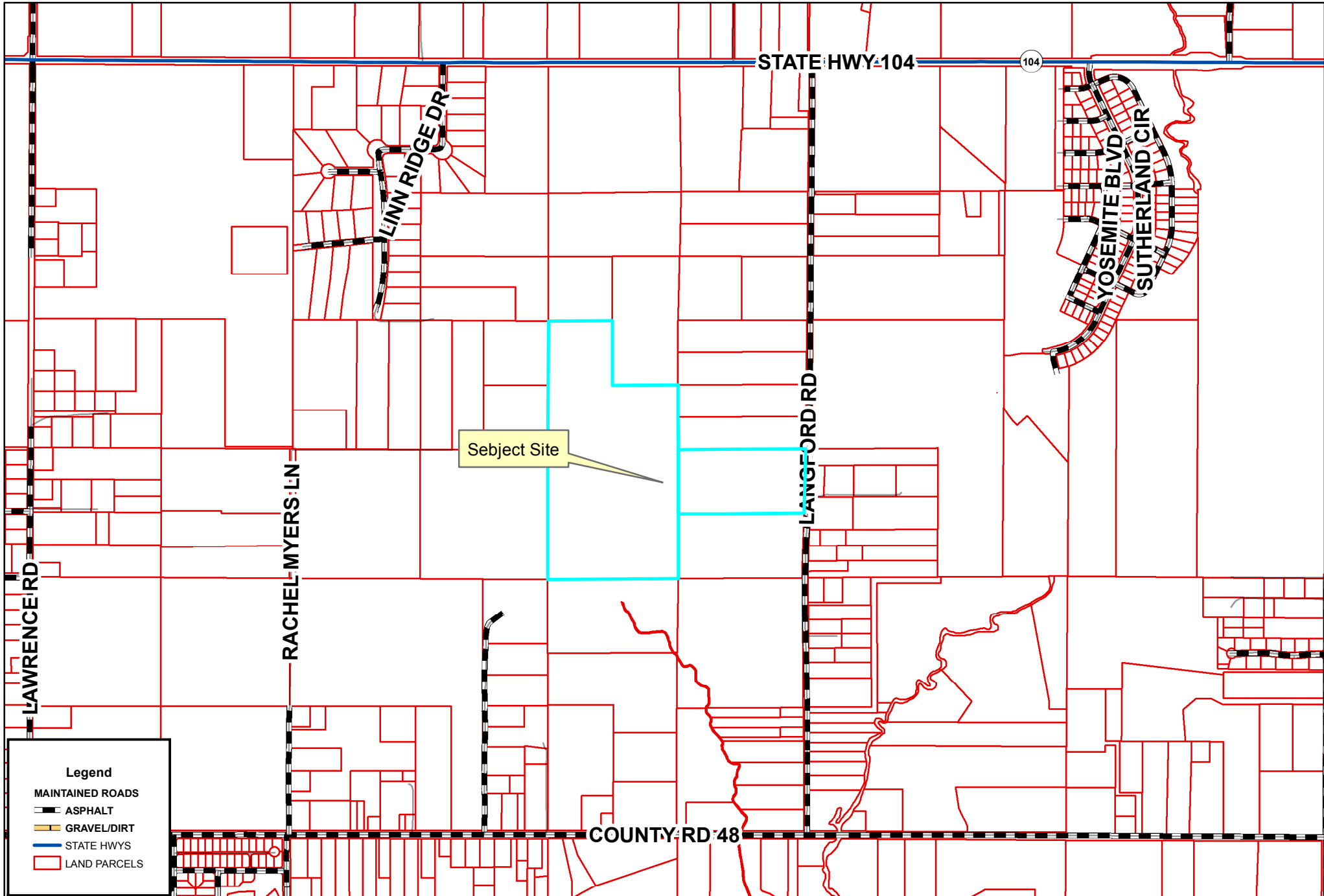
**Individual(s) responsible for follow up:** Highway Department-Permit Division to release and return Bond.

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

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



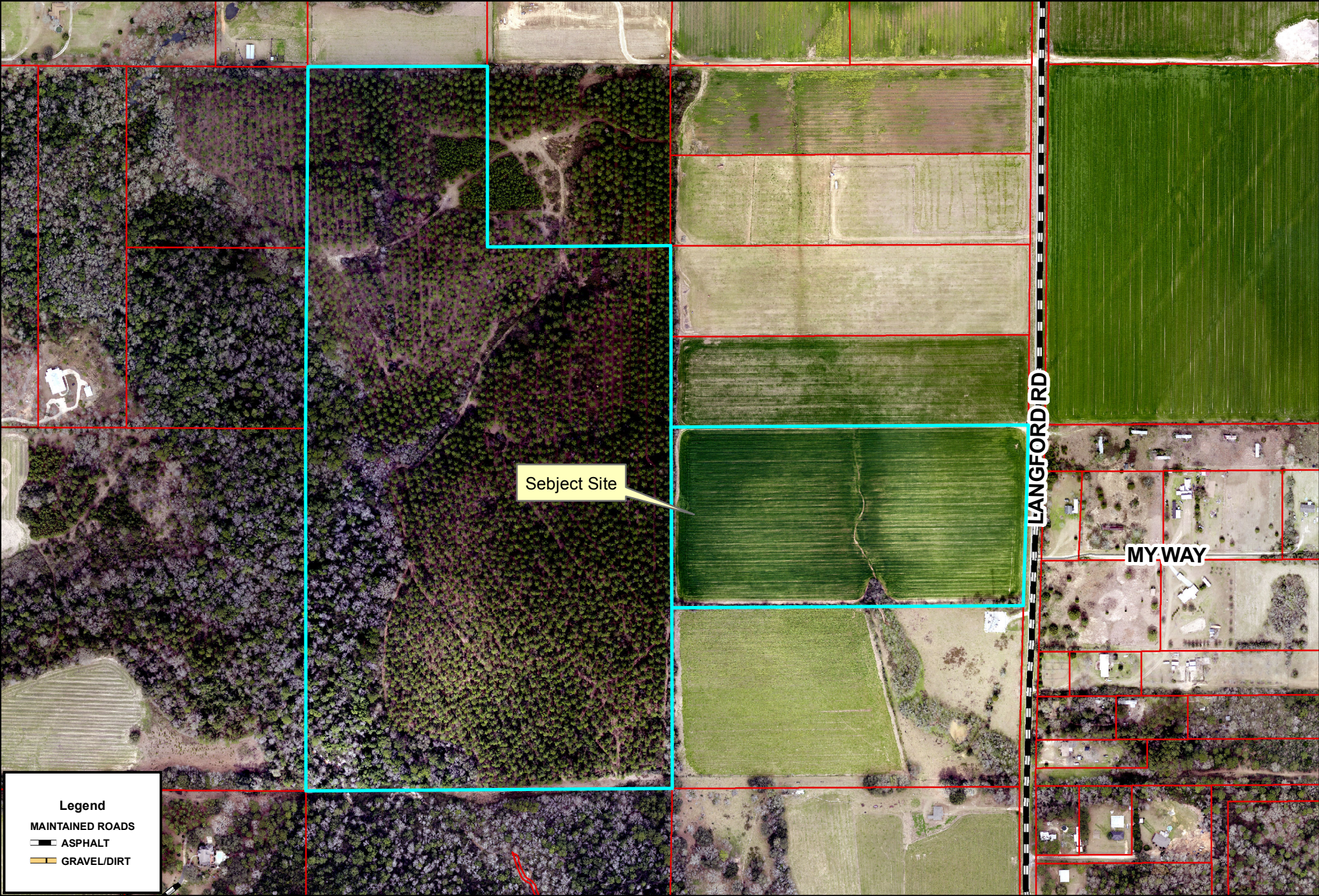
# S-15029 Bridlewood Farms Subdivision Vicinity Map







# S-15029 Bridlewood Farms Subdivision Site Map





## MAINTENANCE BOND

Bond No. KNOW ALL PERSONS BY THESE PRESENTS, That we Asphalt Services, Inc.11045 Old Highway 31, Spanish Fort, AL 36527referred to as the Principal, and North American Specialty Insurance Companyas Surety, are held and firmly bound unto Baldwin Countyof P.O. Box 220, Silverhill, AL 36576referred to as the Obligees, in the sum of Three Hundred Fifty Seven Thousand Six Hundred Twenty Two and 32/100Dollars (\$ 357,622.32), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.WHEREAS, the said Principal entered into a contract with the BR549, LLCJanuary 202016for Bridlewood Farms, Project #151201WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of Two (2) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, andWHEREAS, the said contract has been completed, and was approved on February 15, 2017NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligees for all loss that the Obligees may sustain by reason of any defective materials or workmanship which become apparent during the period of Two (2) year(s) from and after April 4, 2017 then this obligation shall be void, otherwise to remain in full force and effect.SIGNED, SEALED AND DATED this 3rd day of March, 2017Asphalt Services, Inc.

(Principal)

By 

(Seal)

Greg Smith, Project ManagerNorth American Specialty Insurance Company

(Surety)

By Jeffrey M. WilsonAttorney-in-Fact

(Seal)

## NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

MARK W. EDWARDS II, JEFFREY M. WILSON, WILLIAM M. SMITH, EVONDIA H. WOESSNER,

ROBERT R. FREEL, ALISA B. FERRIS, and RONALD B. GLADROSICH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS


This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company, and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

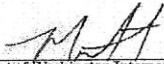


By

  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By

  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

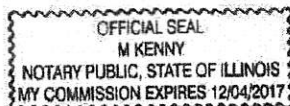
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 24th day of September, 2015.

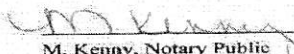
North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

ss:

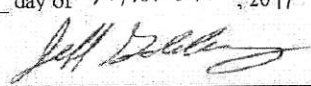
On this 24th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

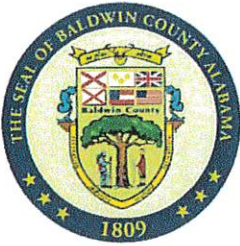


  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of MARCH, 2017.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



**BALDWIN COUNTY**  
**HIGHWAY DEPARTMENT**  
P.O. Box 220  
**SILVERHILL, ALABAMA 36576**  
TELEPHONE: (251) 937-0371  
FAX (251) 937-0201

**JOEY NUNNALLY, P.E.**  
**COUNTY ENGINEER**

April 4, 2019

Mr. Charles Renfro  
BR549, LLC  
11045 Old highway 31  
Spanish Fort, Alabama 36527

**S-15029 – Bridlewood Farms – Bond Release**

To Whom It May Concern:

The above referenced subdivision was inspected on April 4, 2019 for compliance with the submitted construction plans. There were no noted deficiencies at this time.

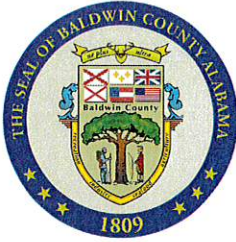
If you have any questions or concerns, do not hesitate to contact me at (251) 202-1693 or at [jlundy@co.baldwin.al.us](mailto:jlundy@co.baldwin.al.us)

Sincerely,

John Lundy  
Permit Inspector

Cc: Seth Peterson, Construction Development Manager  
Mary Booth, Permit/Subdivision Coordinator  
File





**BALDWIN COUNTY**  
HIGHWAY DEPARTMENT  
P.O. Box 220  
SILVERHILL, ALABAMA 36576  
TELEPHONE: (251) 937-0371  
FAX (251) 937-0201

*JOEY NUNNALLY, PE  
COUNTY ENGINEER*

April 22, 2019

To: Joey Nunnally, PE  
County Engineer

From: Seth L. Peterson

RE: S-15029 Bridlewood Farms  
Release of Surety-Approval of Infrastructure

Please allow this letter to serve as notification that the workmanship and materials for the roadways and drainage improvements on the above referenced subdivision have been inspected and approved in accordance with the *Baldwin County Subdivision Regulations*.

Release of surety is hereby authorized.

Please contact me if any further information is required.

Thank you.

Seth Peterson, PE  
Construction Development Manager

Cc: file





# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1186, **Version:** 1

**Item #:** C6

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Construction/Development Manager

Mary Booth, Permit Subdivision Coordinator

**Submitted by:** Laurie Rumbaugh, Office Administrator

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### **ITEM TITLE**

Case S-19023 - Kirkland Subdivision - Refund Application Fees

### **STAFF RECOMMENDATION**

Take the following actions:

1. Authorize Staff to refund a Variance application fee of \$250.00 and Final Plat application fee of \$350.00 for a total of \$600.00 to Ms. Tammy Kirkland; and
2. Authorize the Interim Clerk/Treasurer to process an interim check for refund.

### **BACKGROUND INFORMATION**

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

**Background:** The applicant has withdrawn her variance request application and final plat application for Case S-19023 - Kirkland Subdivision. Permit Staff has not performed any reviews for this case and the Permit Subdivision Coordinator respectfully requests the application fees in the amount of \$600.00 be refunded to the applicant.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$600.00

**Budget line item(s) to be used:** 111.45690

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

**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Accounting Staff send Ms. Kirkland a check for \$600.00.

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

Contact:

Tammy Kirkland

Post Office Box 693

Lillian, Alabama 36549

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1169, **Version:** 1

**Item #:** C7

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Construction /Development Manager

Mike Campbell, Engineering Technician I

**Submitted by:** Laurie Rumbaugh, Office Administrator

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### ITEM TITLE

License Agreement No. 19006 - Perdido Street and Pound Road Right-of-Way

### STAFF RECOMMENDATION

Approve License Agreement No. 19006 permitting Brian Naugher to clear approximately 405' x 25' of underbrush and a few small trees less than 8" in diameter to access his property.

### BACKGROUND INFORMATION

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

**Background:** Mr. Naugher would like to clear approximately 405' x 25' of underbrush and a few small trees less than 8" in diameter to access his property. The Licensee shall not alter the flow of stormwater. The Licensee shall have the right-of-way surveyed/staked and erosion control measures installed as needed prior to performing work. Any further development may require a new agreement. This agreement will also include installation of utilities for power, water, and sewer to provide service to the applicant with all utility guidelines being adhered to and Licensor is willing to provide such access pursuant to this Agreement.

### FINANCIAL IMPACT

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

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

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

### LEGAL IMPACT

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

Yes

**Reviewed/approved by:** County Attorney is currently reviewing.

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration Staff will have license agreement executed by the Chairman and the original forwarded to the County Engineer. Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed.

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

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

**LICENSE AGREEMENT**

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Brian Naugher** ("Licensee"), with an address at **23961 US Hwy 431 Guntersville, Alabama 35976**.

**WITNESSETH:**

WHEREAS, Licensor is the owner of the real property described as **Perdido Street and Pound Road Right-Of-Way** and more particularly as shown on **Vicinity and Site Maps** – attached hereto and included as if fully set forth herein (the "Property").

WHEREAS, Licensee desires to obtain access to the Property for the purposes of: **Clearing approximately 405' X 25' of underbrush and a few small trees less than 8" in diameter to access his property. The licensee shall not alter the flow of stormwater. The Licensee shall have the right of way surveyed/staked and erosion control measures installed as needed prior to performing work. Any further development may require a new agreement. This agreement will also include installation of utilities for power, water and sewer to provide service to the applicant with all utility guidelines being adhered to** and Licensor is willing to provide such access pursuant to this Agreement.

WHEREAS, pursuant hereto, Licensee agrees to defend, indemnify and hold the Licensor and Licensor's Representatives harmless from any and all claims or demands for injuries or damage to persons or property and further agrees to assure the Licensor that neither he or she, nor any persons using said public access in conjunction with this License, would claim any personal rights in the subject property or any rights of adverse possession.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensor, the parties agree as follows:

1. **Recitals.** The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.
2. **Grant of License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Brian Naugher**, a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to **clear underbrush and a few small trees and install utilities**. Any other use of the Property requires the prior written consent of Licensor in each instance. This License is granted to Licensee and is limited and specifically restricted to Licensee and its employees ("Licensee Representatives"). Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.
3. **Property.** The real property subject hereto is limited to and sufficiently described as: **Perdido Street and Pound Road Right-of-Way**. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.
4. **Term of License (Installation and Maintenance).** The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement and, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on **October 31, 2019** according to the terms of this Agreement, or until modified by agreement with the County.
5. **Condition of License Area: Assumption of Risk.** Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any injury, loss or damage on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons or damage to the property, whether real or personal, of Licensee or any Licensee Representatives by reason of the condition of the Property or otherwise.

6. Compliance. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities at the Property, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use said right-of-way in any fashion which will in any way damage or restrict the same for future use by the public in general for a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever.

7. Public Property. Licensee acknowledges and consents that said property/right of way is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the property. Licensee makes no claim of private ownership or other possessory interest in the property subject hereto, and any rights of the Licensee in the property will be limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all right to claims that such work or improvements are private in nature.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representatives, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative. The Licensee shall also assume the responsibility for any claims for damage done to property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives (or resulting from work under this Agreement); and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee performs at the Property shall be at Licensee's sole cost and expense.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term 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 for 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 for each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a

Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor 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 Licensor and Licensor Representatives. Should Licensee 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, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the license and permission herein granted to Licensee. Termination of the license and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. The indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. The Licensee shall incur and absorb all financial responsibility that arises to complete the said described project and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage/maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Right-of-Way caused by periodic maintenance to the property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensors below.

**LICENSEE:**

**Brian Naugher**

\_\_\_\_\_  
/Date

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, is the individual whose name 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 or she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**LICENSOR:**

BALDWIN COUNTY, ALABAMA

**ATTEST:**

\_\_\_\_\_  
Wayne Dyess /Date  
County Administrator

\_\_\_\_\_  
Charles F. Gruber /Date  
Chairman

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Charles F. Gruber, as Chairman of the Baldwin County Commission, and Wayne Dyess, as County Administrator of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

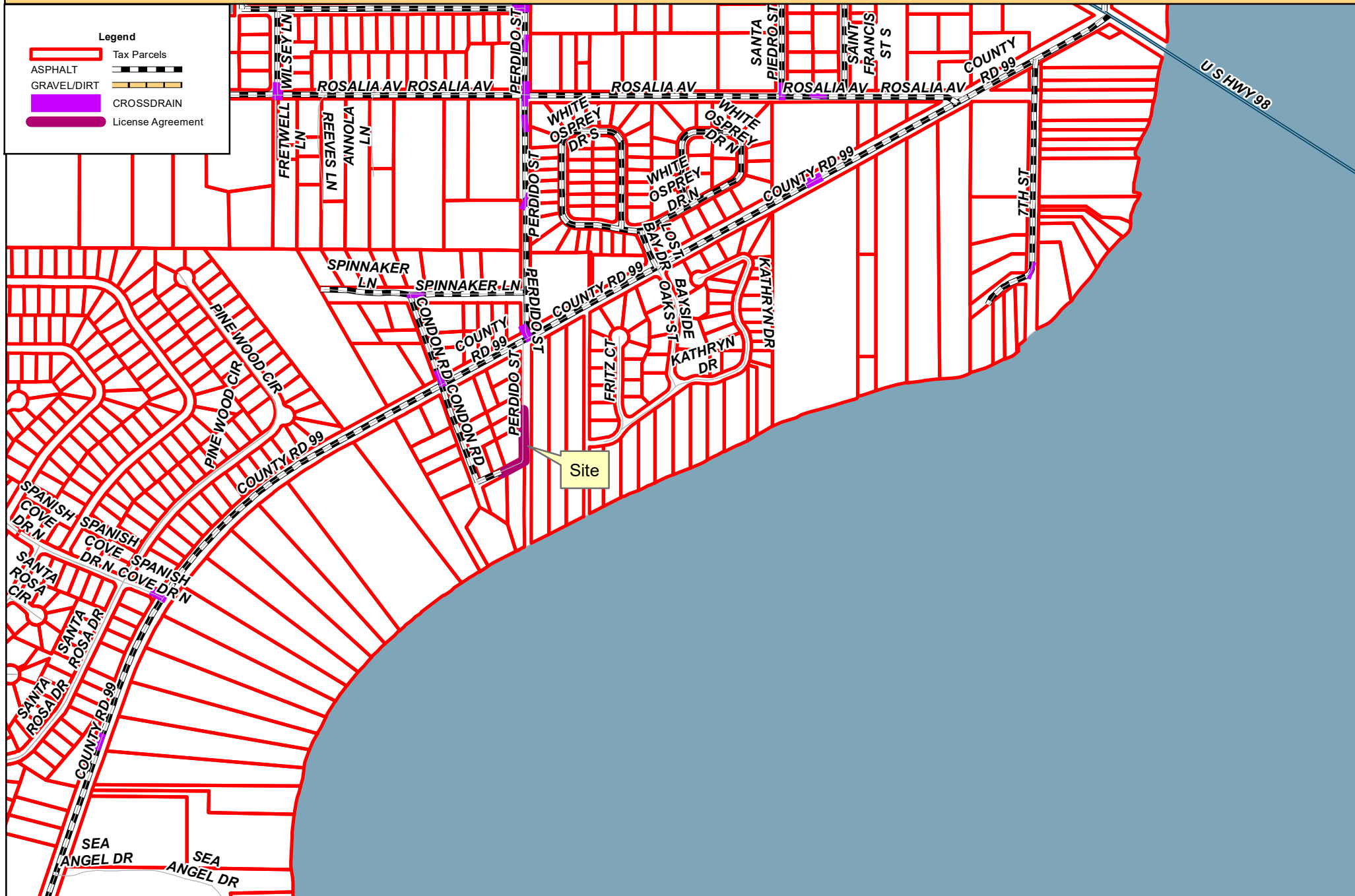
Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_





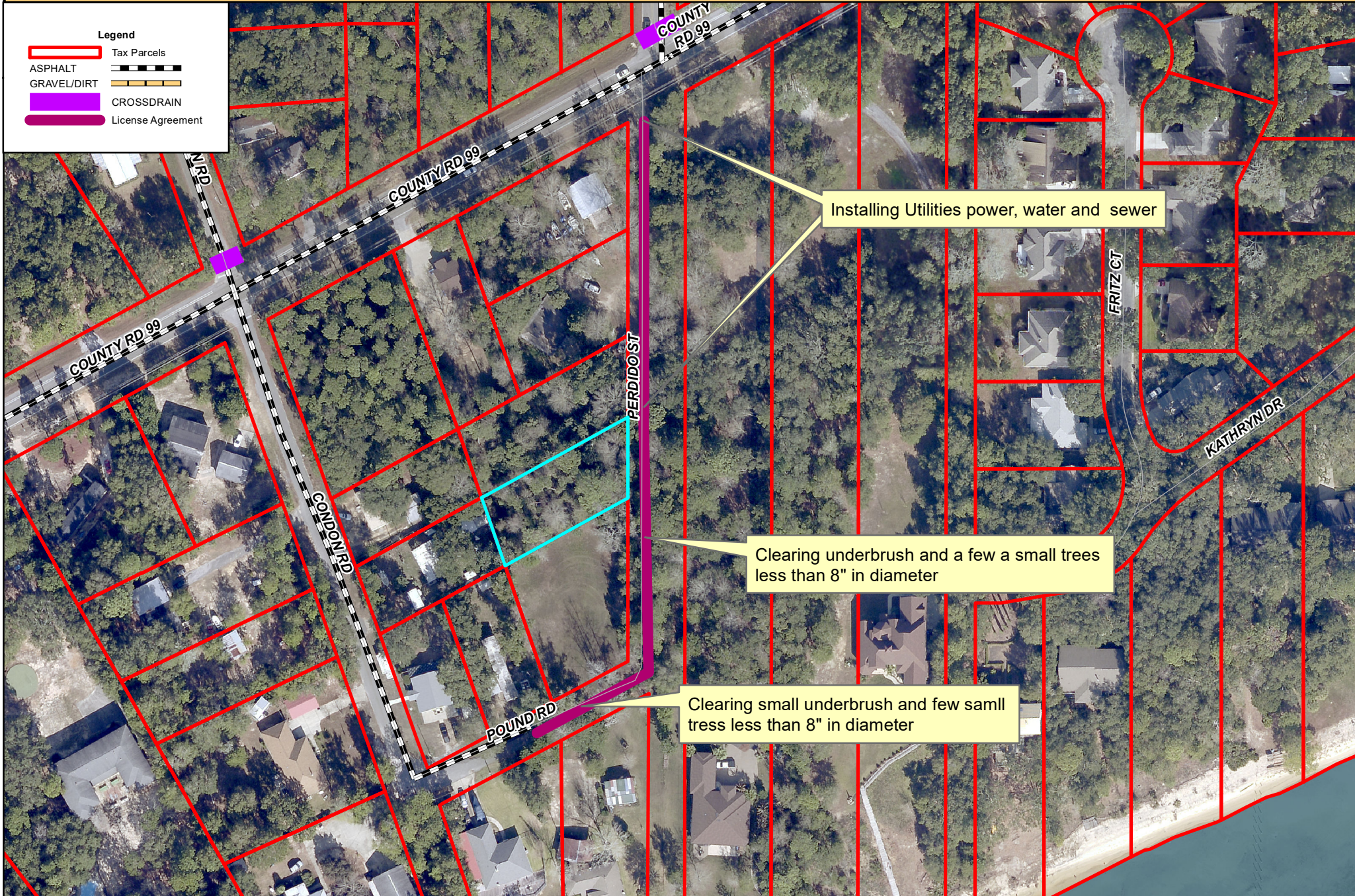
# LA# 19006 Brian Naugher Vicinity Map







# LA # 19006 Brian Naugher Site Map





4-10-18

# Perdido Street from CR 99, South

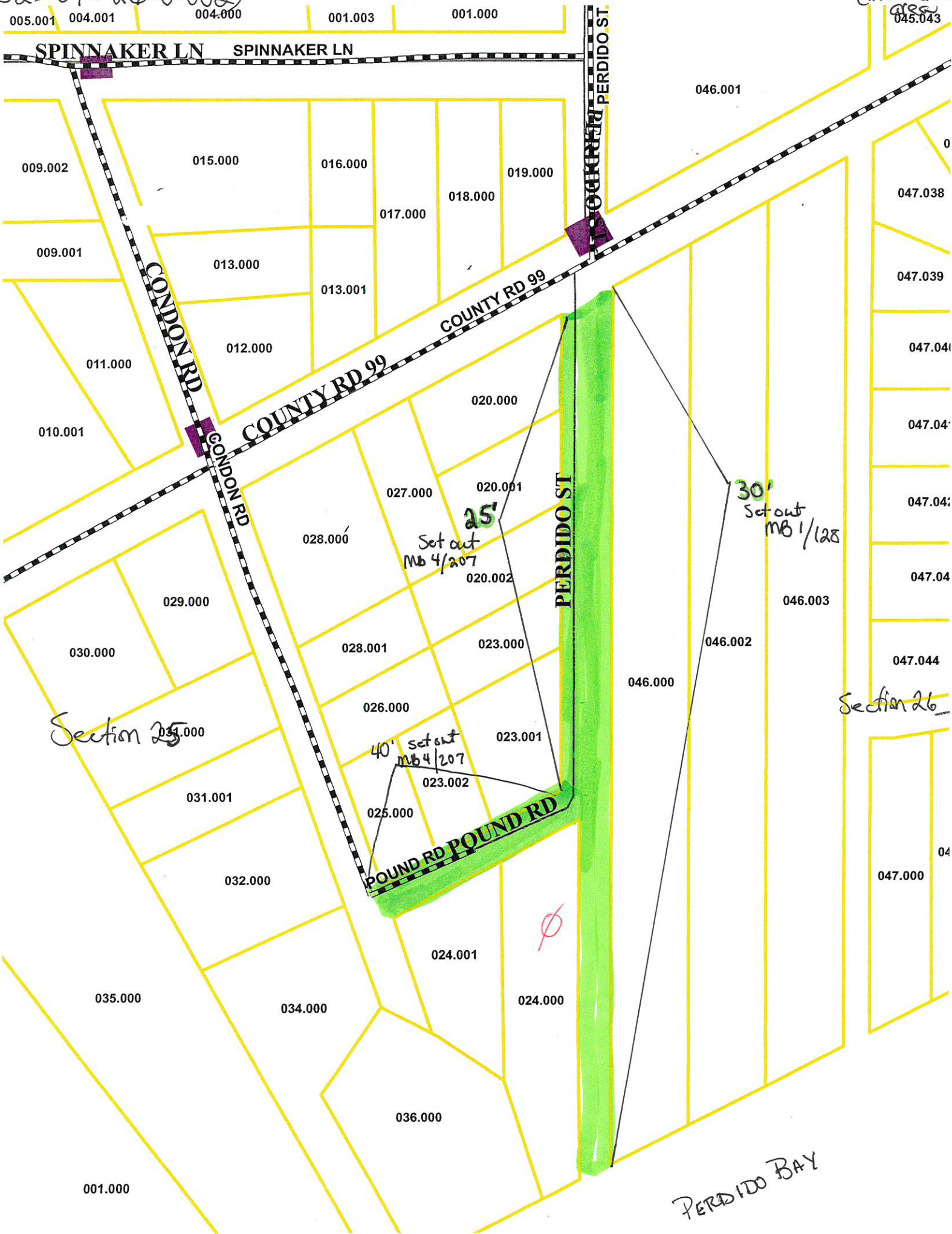
Area 300

NOT MAINTAINED

(52-08-25-1-001)  
(52-07-26-0-002)

Sections 25-76  
26-76

RD ID 301456/  
(maintained  
area)  
045.043





# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1217, **Version:** 1

**Item #:** C8

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

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### **ITEM TITLE**

Edmond G. Eslava, III - Right-of-Way Acquisition Appraisal Contract

### **STAFF RECOMMENDATION**

Approve a contract between Baldwin County and Edmond G. Eslava, III, of Appraisal and Consultant Group, Inc., for right-of-way acquisition appraisals on future projects of the Highway Department.

*(This contract shall become effective June 1, 2019 (pending full execution by both parties), and will terminate three years from effective date or five (5) days written notice by either party.)*

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** February 19, 2008; February 1, 2011; January 21, 2014; May 17, 2016

**Background:** Staff is requesting the services of Mr. Eslava due to his vast experience and longevity in his field to ensure that future right-of-way acquisition for road projects is completed in an accurate manner.

Mr. Eslava's current contract with Baldwin County expires June 1, 2019.

### **FINANCIAL IMPACT**

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

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

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

N/A

### **LEGAL IMPACT**

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

Yes

**Reviewed/approved by:** County Attorney is currently reviewing.

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration Staff have contract executed by Chairman. Keep original and send copies to Mr. Eslava and Debra Morris.

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

Contact:

Mr. Edmond G. Eslava, III  
9802 Independence Avenue  
Daphne, Alabama 36526

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

**BALDWIN COUNTY HIGHWAY DEPARTMENT  
CONTRACT FOR APPRAISAL REPORT**

Contract No.: 116  
Appraiser: Edmond G. Eslava, III  
Certification No.: G00058

THIS CONTRACT, entered into this 1st day of June, 2019, between Baldwin County, hereinafter called the "County," acting by and through the Baldwin County Highway Department, represented by the County Engineer and Edmond G. Eslava, III, of Appraisal & Consultant Group, Inc., City of Daphne, State of Alabama. (If Corporation: incorporated in State of Alabama), hereinafter called the "Appraiser", witnesseth that the parties do hereby agree as follows:

1. This contract will terminate three years from its date above written. Work authorized during the term of this contract shall be covered and reimbursable hereunder.
2. The Appraiser and its employees will not be subject to the provisions, nor entitled to the benefits, of the County Merit System law. This contract may be terminated by either party upon five days' written notice. *Exhibit A* and *Exhibit B* are attached hereto and made a part of this agreement.
3. 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.
4. The Appraiser shall appraise that certain property or properties as shown described by Project Number and Tract Number in subsequent agreements made pursuant to this contract and which will by reference become part of this contract. **The appraisal services may consist of any of the following: (1) the preparation and submission of real property appraisal reports; (2) the preparation and submission of real property appraisal review reports; (3) such miscellaneous reports, estimates, or studies as deemed necessary for required Project and/or Tract right of way acquisitions; and (4) personal appearances as expert witness on behalf of the County for valuation (deposition and/or trial) testimony and authorized pre-trial conferences relative to condemnation proceedings involving any previously submitted report by the Appraiser of the type referred to in items (1), (2) and (3) above. Fees for appraisal reports and appraisal review reports shall be quoted and approved on a per tract basis. Fees for services provided under item (3) above may be approved as appropriate by lump sum estimate, per diem rates, and/or per tract quotes. Expert witness fees provided under item (4) shall be based on current per diem rates approved for the certification classification of the Appraiser.**
5. Appraiser shall make a detailed field inspection and identification of the various items of the property or properties and shall make such investigation and studies as are appropriate and necessary to enable the Appraiser to derive sound conclusions and to prepare the appraisal report to be furnished under this contract. For the purposes of this Contract the term "appraisal" means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information. The Appraiser shall afford the property owner or the owner's representative the opportunity to accompany the Appraiser on this inspection for the purpose of pointing out any items or providing any information, which in the owner's opinion affect(s) value. Upon completion of the inspections, investigations and studies, the Appraiser shall prepare, furnish and deliver to the County an appraisal report or reports in quadruplicate covering said property or properties.
  - A. **FORM REPORTS:** The report or reports shall, in form and substance, conform with the Alabama Department of Transportation's, hereinafter called "ALDOT", Form Appraisal (ROW-FA), **which is the current version of such Form at the time of the completion of the respective report or reports.**
  - B. **NARRATIVE REPORTS:** The report or reports shall, in form and substance, conform to recognized appraisal principles and practice in accordance with existing State law and the real property acquisition appraisal requirements for Federal and federally-assisted programs as described in §24.103(a) of title 49, Code of Federal Regulations, as amended. These requirements are intended to be consistent with the Uniform Standards of Professional Appraisal Practice (USPAP), as amended. Each submitted appraisal report shall contain, as a minimum, the below listed six (6) requirements.
    - 1) An adequate description of the physical characteristics of the property being appraised (and in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property (\*\*), a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
    - 2) All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the Appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the Appraiser's opinion of value.
    - 3) Color Photographs and a description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.

4) A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.

5) The effective date of valuation, date of appraisal, signature, and certification of the Appraiser.

6) A Scope of Work statement which adequately describes what County and the contracted Appraiser each are to do, and what is the mutually expected outcome of the assignment/agreement. The Scope of Work statement will be developed with input from both County and the Appraiser.

(\*\*) In accordance with the final rule issued on January 4, 2005 (effective 2/3/05) revising title 49 CFR Part 24 [ § 24.103(a) – rule and Appendix A ] the Appraiser must now identify items in the appraisal report considered to be “real property” as well as those considered to be “personal property.” Accordingly, for each tract assignment involving structures to be acquired, the Appraiser will be required to coordinate an “on-site” meeting with appropriate County staff personnel in order to accommodate this requirement; unless informed in writing on a per tract basis by County personnel that it has been determined such a required meeting is not necessary. It is the intent of County that the Appraiser will be informed of each required realty vs personalty meeting prior to executing a Work Authorization Order issued by the County Highway Department. **The results of these meetings are to be included in the appraisal report(s) and will serve as guides in this area for the balance of the acquisition process. If needed, legal counsel is to be consulted when there are questions as to the status of a given item.**

In addition, the report or reports shall present adequate factual data to support each rate, percentage, or amount used with a reason for each in sufficient detail to permit an intelligent review of the appraisal report; shall relate a conclusion based on those facts; shall include a certificate completed and signed by the Appraiser; and shall, among other things, include wherever appropriate the utilization of the three customary approaches to market value, i.e., (a) Market Data, including all pertinent comparable sales and in what respect the subject tract is comparable, (b) Income Approach and (c) Cost Approach with depreciation and reproduction studies. Unless otherwise specified in the proposal submitted by the Appraiser, all three approaches to value are required to be submitted. Where the entire tract or parcel is to be acquired by or for the County, the ultimate determination of the Appraiser shall be the reasonable market value of the subject tract as of the time of the completion of the appraisal. Where only a part of the property is to be acquired, the ultimate determination shall be the value of the property immediately before the taking and the value immediately after the taking, giving effect to and setting out as a credit any enhancement to the remaining tract arising out of the construction or itemizing separately any damage to the remainder land or improvements, as the case may be, and in each instance setting out the value of the land and improvements to be acquired. It shall be the responsibility of the County to determine the items that are noncompensable under the existing laws of the State and the Appraiser will omit such items from his report. An appraisal review checklist, which may also serve as a narrative form appraisal report outline guide, is beneficial and may be used.

C. SHORT FORM REPORTS: The appraisal report or reports shall, in form and substance, conform with the “Short Form Appraisal Report” section of ALDOT’s Instructions for Form Appraisal report (ROW-FA-18) **which is the current version of the same at the time of the completion of the respective report or reports.**

6. County shall review all appraisal and specialty reports of real property to be acquired in connection with Federal-Aid programs or projects and establish an amount which it believes to be just compensation for such acquisition before the initiation of negotiations. The Uniform Act, Section 301 and 49 CFR 24.104, as amended require that, a) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions and b) If the reviewing appraiser is unable to approve or recommend approval of an appraisal as an adequate basis for the establishment of just compensation, and it is determined that it is not practical to obtain an additional appraisal, the reviewing appraiser may develop appraisal documentation in accordance with 49 CFR 24.103 to support an approved or recommended value. The purpose is to ensure that a qualified review appraiser determines the estimate of fair market value is reasonably supported by an acceptable appraisal. An appraisal reviewer, as identified by the County Highway Department, will determine whether a report (or reports) contains factual information, proper documentation, appropriately supported conclusions, and is in conformance with applicable laws and regulations.

The reviewer should examine each appraisal report to determine the following:

- 1) That it has been completed in accordance with the ALDOT’s appraisal specifications and/or applicable agreement with the contracted Appraiser.
- 2) That it follows accepted appraisal principles and techniques in the valuation of real property in accordance with Alabama law.
- 3) That it contains or makes reference to the information necessary to explain, substantiate, and thereby document the conclusions and estimate of fair market value indicated in the report.



- 4) That it includes consideration of compensable items, damages and benefits, if any, and does not include compensation for items that are non-compensable under Alabama law.
- 5) That it contains identification, including ownership, or listing of the buildings, structures, and improvements on the land as well as the fixtures which were considered as part of the real property.
- 6) That it contains an acceptable "Scope of Work" statement.
- 7) That it contains a complete listing of all items and improvements considered as personalty (and whether omitted from value consideration in the report) and an identification of all real property.
- 8) That it contains an estimate of fair market value for the acquisition, and as appropriate in the case of a partial acquisition, an allocation of the estimate of fair market value for the real property and for damages to the remaining property.

The review appraiser is not to substitute his/her judgment for that of the Appraiser, but where the review appraiser finds analytical and/or factual deficiencies, shall request remedial action be taken. The review appraiser should first ask the Appraiser to consider making the required corrections in the appraisal report. Any needed factual data or analytical changes that cannot be handled in this manner will result in the review appraiser, in effect, becoming the Appraiser and the review appraiser assuming the burden of substantiating and documenting the valuation in accordance with recognized appraisal standards for the type report under review. The appraisal report itself should not be changed by the review appraiser.

Upon completion of the review, the review appraiser will provide a written report on the results of his/her review(s), which will include submission of the following required ALDOT forms: 1) Appraisal Review Checklist & Visual Inspection Certificate (Form A-6); 2) Appraisal Review Report/ Summary of Appraisal (Form A-16); 3) a listing of the review appraiser's Special Assumptions and Contingent and Limiting conditions; and 4) a signed and dated certification setting forth the estimate of just compensation and other required statements and conditions of the appraisal review. The review appraiser shall identify each appraisal report as being classified in one of the following three categories:

- 1) Not Accepted (unable to obtain necessary corrections, revisions, or additional data)
- 2) Accepted (meets all requirements, but not selected as recommended or approved)
- 3) Recommended (as basis for establishment of amount believed to be just compensation).

7. The Appraiser, within the specified number of calendar days from the date of the work authorization order, said date being the day on which the County signature is perfected, shall deliver the required number of copies of the completed report(s) to the requesting County personnel. The valuation date shown on the report shall not precede the submission date by more than twenty (20) days.
8. The Appraiser shall not divulge and shall take all reasonable steps to ensure that no staff or organization member divulges any information concerning such appraisal reports to any person other than a duly authorized representative of the County or a person authorized in writing by the County to obtain such information.
9. The Appraiser agrees that for a period of two years following the date of the completion of this report covering said property, the Appraiser and the employees of said Appraiser will not, on their own account, negotiate for the property or perform services for others in connection with the said property unless the written consent of the County Engineer is first obtained.
10. Appraiser agrees that the County or any of the duly authorized representatives shall, until the expiration of three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Appraiser involving transactions related to this agreement.
11. The Appraiser agrees to indemnify, defend and hold County and its 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 arising from the performance of the work called for by this contract due to activities of the Appraiser, agents of the Appraiser, or employees of the Appraiser. Appraiser shall provide the County with proof of general liability coverage including the County as an additional insured.
12. The Appraiser agrees to comply with all Federal, State and local laws and ordinances applicable to this work. Including, without limitation, those laws listed within **Exhibit "B"**, as if fully set forth herein, to the extent applicable to this Agreement and the services herein required or incidental thereto.
13. The Appraiser agrees to abide by ALDOT'S "Principles of Business Conduct".



14. The Appraiser agrees that no part of this work shall be transferred or sublet to any persons or firms without the expressed approval of the County. Transferring or subletting of work shall consist of the Appraiser utilizing the services of others and placing sole reliance on the information furnished by such persons and assuming no responsibility for the accuracy thereof. The employment of persons to measure buildings, to estimate replacement or reproduction costs of improvements, or to gather any information to be used by the Appraiser will not be considered as transferring or subletting these portions of the appraisal assignment, provided the Appraiser assumes the responsibility for the accuracy of such measurements, estimates and any other information furnished by those whom the appraiser has employed.
15. In consideration of the performance of the undertakings under this contract, the Appraiser shall be paid by the County the lump sum of each approved proposal in agreements executed pursuant to the requirements of this contract, which shall constitute full payment to the Appraiser and shall include costs of all supplies, materials and equipment, and other expenses of any kind of nature including revisions or corrections incurred by the Appraiser in performing hereunder. The lump sum shown above shall also include the cost to the Appraiser of all necessary professional services such as that of an architect or building estimator unless otherwise stipulated by Highway Department letter to the Appraiser and in the Appraiser's proposal. Payment shall become due after the County Engineer has reviewed and approved the reports and a submission of an invoice approved by the County Engineer or his designee.

In addition to the lump sum, should it be necessary that the Appraiser appear in court on the County's behalf, or conferences preparatory thereto, the per diem fee for so doing, including all expenses, shall be \$ 500.00 per day.

16. The Appraiser warrants that no company has been retained or person has been employed, other than a bona fide employee working solely for the Appraiser, to solicit or secure this agreement and that the Appraiser has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability.
17. The County at any time, by written order, can make any changes in this contract which may affect the contents, scope or number of copies of the appraisal reports to be delivered hereunder, or the time of delivery. If such changes justify an increase or decrease in the amount provided to be paid by this contract or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly.
18. At the time of receipt and acceptance thereof, the appraisal report(s) to be furnished by the Appraiser shall become and remain the sole property of the County.
19. Except as otherwise provided in this contract, any dispute arising under this contract which is not disposed of by agreement shall be decided by the County Engineer, who shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Appraiser. Such decision shall be final and conclusive with respect to questions of fact unless, within ten days from the date of receipt of such copy, the Appraiser appeals therefrom to the Baldwin County Commission by furnishing the County Engineer a written notice of such appeal together with the grounds or position therefore; the County Engineer shall then transmit the file and issue to the Baldwin County Commission. The decision of the Baldwin County Commission or a duly authorized representative shall be final and conclusive unless determined by a court or competent jurisdiction to have been fraudulent, capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Nothing in this "Disputes" clause shall be construed as making final an administrative decision on a question on law. In connection with any appeal under the "Disputes" clause, the Appraiser shall be afforded an opportunity to be heard and to offer evidence in support of the appeal. Pending final decision of any dispute hereunder, the Appraiser shall proceed diligently with the performance of the contract and in accordance with the decision of the County Engineer or any modification thereof which may be made hereunder.
20. Failure on the part of the Appraiser to comply with the terms of this contract and to submit completed appraisals to the County Engineer within the specified time limit or to furnish supplemental information and documentation requested within the specified time limit will constitute cause for cancellation of this contract or any agreement made pursuant thereto.
21. Equal Rights Provisions: During the performance of this contract, the Appraiser, individually, and for any assignees and successors in interest of the Appraiser, agrees as follows:
  - (a) Compliance with Regulations: The Appraiser will comply with the Regulations of the Alabama Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  - (b) Nondiscrimination: The Appraiser, with regard to all work performed after award and prior to completion of the contract work, will not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of

materials and leases of equipment. The Appraiser will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

The Appraiser will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

(c) Solicitations: In all solicitations either by competitive bidding or negotiation made by the Appraiser for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the Appraiser of the Appraiser's obligations under this contract and the Regulations relative to non-discrimination on the ground of race, color, religion, sex or national origin.

(d) Information and Reports: The Appraiser will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Baldwin County Highway Department, ALDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an appraiser is in the exclusive possession of another who fails or refuses to furnish this information, the Appraiser shall so certify to the Baldwin County Highway Department, ALDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts have been made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the Appraiser's noncompliance with the nondiscrimination provisions provided for herein, the Baldwin County Highway Department shall impose such contract sanctions as it or ALDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the Appraiser under the contract until the Appraiser complies, and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions: The Appraiser will include the foregoing provisions (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instructions issued pursuant thereto. The Appraiser will take such action with respect to any subcontract, procurement, or lease as the Baldwin County Highway Department, ALDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; however that, in the event an Appraiser becomes involved in, or is threatened with, litigation with a subcontractor, supplier, or lessor as a result of such direction, the Appraiser may request the County to enter into such litigation to protect the interests of the County and, in addition, the Appraiser may request ALDOT or the United States to enter into such litigation to protect the interests of the United States.

## 22. Participation by Disadvantaged Business Enterprises in Federal-Aid Programs

Policy: It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR, Part 26, apply to this agreement.

DBE Obligation: The recipient of funds under the terms of this agreement agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, such recipient shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation-assisted contracts.

Failure of the recipient of funds under the terms of this agreement, or failure of its SUBCONSULTANT (if a SUBCONSULTANT is authorized) to carry out the DBE requirements of this agreement, shall constitute a breach of contract and may result in termination of the contract by the COUNTY or such other remedy may be undertaken by the COUNTY as it deems appropriate.

23. **This Contract shall in all respects be construed and enforced according to the laws of the State of Alabama, without regard to Alabama conflict of laws principles.**
24. **Appraiser shall use forms and form numbers as required by ALDOT at the time(s) at which related appraisal reports are submitted hereunder. Additionally, Appraiser shall comply with all federal regulations which are applicable at the time(s) services are rendered hereunder.**

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and date first above written.

APPRAISER  
EDMOND G. ESLAVA, III

\_\_\_\_\_

BALDWIN COUNTY COMMISSION

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
CHARLES F. GRUBER, CHAIRMAN WAYNE DYESS  
BALDWIN COUNTY COMMISSION COUNTY ADMINISTRATOR

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that CHARLES F. GRUBER and WAYNE DYESS, as Chairman and County Administrator of the Baldwin County Commission, respectively, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily for and as an act of the Baldwin County Commission.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Edmond G. Eslava, III, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"  
CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

## Exhibit B

**MISCELLANEOUS FEDERAL CLAUSES**

To the extent that any of the following provisions are applicable to this Agreement or to any project being performed pursuant to and at anytime during the term of this Agreement, the Appraiser agrees to be bound by these laws, without limitation. The term "Project" as used herein means, without limitation, any activity or project performed by the Appraiser pursuant to this Agreement.

**No Federal Government Obligations to Third Parties.**

In connection with the Project, the Appraiser agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any lessee, third party contractor, or other participant at any tier of the Project or this Agreement, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any lessee, third party contractor, or other participant at any tier of the Project.

**False or Fraudulent Statements or Claims.**

The Appraiser acknowledges and agrees that:

(1) **Civil Fraud.** The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the activities in connection with the Project. By executing the Agreement for the Project, the Appraiser certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Appraiser also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Appraiser the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) **Criminal Fraud.** If the Appraiser makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Appraiser the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

**Access to Third Party Contract Records.**

The Appraiser agrees to require their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Appraiser further agrees to require, and assures that its third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

**Access to Records of Appraisers.**

The Appraiser agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Appraiser pertaining to the Project, as required by 49 U.S.C. § 5325(g).

**Federal Laws, Regulations, and Directives.**

The Appraiser agrees that Federal laws and regulations control Project award and implementation.

**Civil Rights.**

The Appraiser agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. **Nondiscrimination in Federal Public Transportation Programs.** The Appraiser agrees to comply, and assures the compliance of each lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. **Nondiscrimination – Title VI of the Civil Rights Act.** The Appraiser agrees to comply, and assures the compliance of each lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of

Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Appraiser agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The Appraiser agrees to comply, and assures the compliance of each lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. The Appraiser also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Appraiser agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Appraiser agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

d. Nondiscrimination on the Basis of Sex. The Appraiser agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

e. Nondiscrimination on the Basis of Age. The Appraiser agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

f. Access for Individuals with Disabilities. The Appraiser agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Appraiser also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Appraiser agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among those regulations and directives are:

(1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

g. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Appraiser agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

h. Access to Services for Persons with Limited English Proficiency. The Appraiser agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Appraisers' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

i. Environmental Justice. The Appraiser agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

j. Other Nondiscrimination Laws. The Appraiser agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

#### **Federal Standards.**

The Appraiser agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53 and Federal laws in effect now or subsequently enacted; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and later amendments thereto.

#### **Debarment and Suspension.**

The Appraiser agrees to comply, and assures the compliance of each lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Appraiser agrees to, and assures that its lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

#### **Lobbying Restrictions.**

The Appraiser agrees that:

(1) In compliance with 31 U.S.C. § 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement;

(2) In addition, it will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

(3) It will comply, and will assure the compliance of each lessee, third party contractor, or other participant at any tier of the Project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended.

#### **Air Quality.**

Except to the extent the Federal Government determines otherwise in writing, the Appraiser agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. Specifically:

(1) The Appraiser agrees to comply with the applicable requirements of subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c); to comply with U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, Subpart A; and to comply with any other applicable Federal conformity regulations that may be promulgated at a later date. To support the requisite air quality conformity finding for the Project, the Appraiser agrees to implement each air quality mitigation or control measure incorporated in the applicable documents accompanying approval of the Project. The Appraiser further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, to the extent they apply to the Project, the Appraiser agrees to comply with U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and U.S. EPA regulations "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.

(3) The Appraiser agrees to comply with the notice of violating facility provisions of section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

#### **Clean Water.**

Except to the extent the Federal Government determines otherwise in writing, the Appraiser agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

(1) The Appraiser agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Appraiser agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

#### **Clean Air and Clean Water.**

The Appraiser agrees to include in each lease, third party contract, or other arrangement exceeding \$100,000, adequate provisions to ensure that each Project participant will agree to:

(1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"

(2) Refrain from using any violating facilities,

(3) Report violations to FTA and the Regional U.S. EPA Office, and

(4) Comply with the inspection and other applicable requirements of:

(a) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(b) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

#### **Fly America.**

The Appraiser understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.



**Seismic Safety.**

The Appraiser agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with implementing U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

**Patent Rights.**

a. **General.** If any invention, improvement, or discovery of the Appraiser or of any, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Appraiser agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.

b. **Federal Rights.** The Appraiser agrees that its rights and responsibilities, and those of each lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Appraiser agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, third party subcontract, or arrangement, as specified in 35 U.S.C. §§ 200 *et seq.*, and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401, irrespective of the status of the Appraiser, lessee, third party contractor or other participant in the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).

c. **License Fees and Royalties.** FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Appraiser has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1218, **Version:** 1

**Item #:** C9

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

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### **ITEM TITLE**

James H. Faulkner, III - Right-of-Way Acquisition Appraisal Contract

### **STAFF RECOMMENDATION**

Approve a contract between Baldwin County and James H. Faulkner, III, with Courtney & Morris Appraisals, Inc., for right-of-way acquisition appraisals on future projects of the Highway Department. *(This contract shall become effective June 1, 2019 (pending full execution by both parties), and will terminate three years from effective date or five (5) days written notice by either party.)*

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** May 18, 2010; June 4, 2013; May 17, 2016

**Background:** Staff is requesting the services of Mr. Faulkner due to his vast experience and longevity in his field to ensure that future right-of-way acquisition for road projects is completed in an accurate manner.

Mr. Faulkner's current contract with Baldwin County expires June 1, 2019.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

Yes

**Reviewed/approved by:** County Attorney is currently reviewing.

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration Staff have contract executed by Chairman. Keep original and send copies to Mr. Faulkner and Debra Morris.

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

Contact:

Mr. James H. Faulkner, III  
8477-A County Road 64  
Daphne, Alabama 36526

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

**BALDWIN COUNTY HIGHWAY DEPARTMENT  
CONTRACT FOR APPRAISAL REPORT**

Contract No.: 117  
Appraiser: James H. Faulkner, III  
Certification No.: G00316

THIS CONTRACT, entered into this 1st day of June, 2019, between Baldwin County, hereinafter called the "County," acting by and through the Baldwin County Highway Department, represented by the County Engineer and James H. Faulkner, III, of Courtney & Morris Appraisals, Inc., City of Daphne, State of Alabama. (If Corporation: incorporated in State of Alabama), hereinafter called the "Appraiser", witnesseth that the parties do hereby agree as follows:

1. This contract will terminate three years from its date above written. Work authorized during the term of this contract shall be covered and reimbursable hereunder.
2. The Appraiser and its employees will not be subject to the provisions, nor entitled to the benefits, of the County Merit System law. This contract may be terminated by either party upon five days' written notice. *Exhibit A* and *Exhibit B* are attached hereto and made a part of this agreement.
3. 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.
4. The Appraiser shall appraise that certain property or properties as shown described by Project Number and Tract Number in subsequent agreements made pursuant to this contract and which will by reference become part of this contract. **The appraisal services may consist of any of the following: (1) the preparation and submission of real property appraisal reports; (2) the preparation and submission of real property appraisal review reports; (3) such miscellaneous reports, estimates, or studies as deemed necessary for required Project and/or Tract right of way acquisitions; and (4) personal appearances as expert witness on behalf of the County for valuation (deposition and/or trial) testimony and authorized pre-trial conferences relative to condemnation proceedings involving any previously submitted report by the Appraiser of the type referred to in items (1), (2) and (3) above. Fees for appraisal reports and appraisal review reports shall be quoted and approved on a per tract basis. Fees for services provided under item (3) above may be approved as appropriate by lump sum estimate, per diem rates, and/or per tract quotes. Expert witness fees provided under item (4) shall be based on current per diem rates approved for the certification classification of the Appraiser.**
5. Appraiser shall make a detailed field inspection and identification of the various items of the property or properties and shall make such investigation and studies as are appropriate and necessary to enable the Appraiser to derive sound conclusions and to prepare the appraisal report to be furnished under this contract. For the purposes of this Contract the term "appraisal" means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information. The Appraiser shall afford the property owner or the owner's representative the opportunity to accompany the Appraiser on this inspection for the purpose of pointing out any items or providing any information, which in the owner's opinion affect(s) value. Upon completion of the inspections, investigations and studies, the Appraiser shall prepare, furnish and deliver to the County an appraisal report or reports in quadruplicate covering said property or properties.
  - A. **FORM REPORTS:** The report or reports shall, in form and substance, conform with the Alabama Department of Transportation's, hereinafter called "ALDOT", Form Appraisal (ROW-FA), **which is the current version of such Form at the time of the completion of the respective report or reports.**
  - B. **NARRATIVE REPORTS:** The report or reports shall, in form and substance, conform to recognized appraisal principles and practice in accordance with existing State law and the real property acquisition appraisal requirements for Federal and federally-assisted programs as described in §24.103(a) of title 49, Code of Federal Regulations, as amended. These requirements are intended to be consistent with the Uniform Standards of Professional Appraisal Practice (USPAP), as amended. Each submitted appraisal report shall contain, as a minimum, the below listed six (6) requirements.
    - 1) An adequate description of the physical characteristics of the property being appraised (and in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property (\*\*), a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
    - 2) All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the Appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the Appraiser's opinion of value.
    - 3) Color Photographs and a description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.

4) A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.

5) The effective date of valuation, date of appraisal, signature, and certification of the Appraiser.

6) A Scope of Work statement which adequately describes what County and the contracted Appraiser each are to do, and what is the mutually expected outcome of the assignment/agreement. The Scope of Work statement will be developed with input from both County and the Appraiser.

**(\*\*) In accordance with the final rule issued on January 4, 2005 (effective 2/3/05) revising title 49 CFR Part 24 [ § 24.103(a) – rule and Appendix A ] the Appraiser must now identify items in the appraisal report considered to be “real property” as well as those considered to be “personal property.” Accordingly, for each tract assignment involving structures to be acquired, the Appraiser will be required to coordinate an “on-site” meeting with appropriate County staff personnel in order to accommodate this requirement; unless informed in writing on a per tract basis by County personnel that it has been determined such a required meeting is not necessary. It is the intent of County that the Appraiser will be informed of each required realty vs personalty meeting prior to executing a Work Authorization Order issued by the County Highway Department. **The results of these meetings are to be included in the appraisal report(s) and will serve as guides in this area for the balance of the acquisition process. If needed, legal counsel is to be consulted when there are questions as to the status of a given item.****

**In addition, the report or reports shall present adequate factual data to support each rate, percentage, or amount used with a reason for each in sufficient detail to permit an intelligent review of the appraisal report; shall relate a conclusion based on those facts; shall include a certificate completed and signed by the Appraiser; and shall, among other things, include wherever appropriate the utilization of the three customary approaches to market value, i.e., (a) Market Data, including all pertinent comparable sales and in what respect the subject tract is comparable, (b) Income Approach and (c) Cost Approach with depreciation and reproduction studies. Unless otherwise specified in the proposal submitted by the Appraiser, all three approaches to value are required to be submitted. Where the entire tract or parcel is to be acquired by or for the County, the ultimate determination of the Appraiser shall be the reasonable market value of the subject tract as of the time of the completion of the appraisal. Where only a part of the property is to be acquired, the ultimate determination shall be the value of the property immediately before the taking and the value immediately after the taking, giving effect to and setting out as a credit any enhancement to the remaining tract arising out of the construction or itemizing separately any damage to the remainder land or improvements, as the case may be, and in each instance setting out the value of the land and improvements to be acquired. It shall be the responsibility of the County to determine the items that are noncompensable under the existing laws of the State and the Appraiser will omit such items from his report. An appraisal review checklist, which may also serve as a narrative form appraisal report outline guide, is beneficial and may be used.**

**C. SHORT FORM REPORTS:** The appraisal report or reports shall, in form and substance, conform with the “Short Form Appraisal Report” section of ALDOT’s Instructions for Form Appraisal report (ROW-FA-18) **which is the current version of the same at the time of the completion of the respective report or reports.**

6. County shall review all appraisal and specialty reports of real property to be acquired in connection with Federal-Aid programs or projects and establish an amount which it believes to be just compensation for such acquisition before the initiation of negotiations. The Uniform Act, Section 301 and 49 CFR 24.104, as amended require that, a) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions and b) If the reviewing appraiser is unable to approve or recommend approval of an appraisal as an adequate basis for the establishment of just compensation, and it is determined that it is not practical to obtain an additional appraisal, the reviewing appraiser may develop appraisal documentation in accordance with 49 CFR 24.103 to support an approved or recommended value. The purpose is to ensure that a qualified review appraiser determines the estimate of fair market value is reasonably supported by an acceptable appraisal. An appraisal reviewer, as identified by the County Highway Department, will determine whether a report (or reports) contains factual information, proper documentation, appropriately supported conclusions, and is in conformance with applicable laws and regulations.

The reviewer should examine each appraisal report to determine the following:

- 1) That it has been completed in accordance with the ALDOT’s appraisal specifications and/or applicable agreement with the contracted Appraiser.
- 2) That it follows accepted appraisal principles and techniques in the valuation of real property in accordance with Alabama law.
- 3) That it contains or makes reference to the information necessary to explain, substantiate, and thereby document the conclusions and estimate of fair market value indicated in the report.

- 4) That it includes consideration of compensable items, damages and benefits, if any, and does not include compensation for items that are non-compensable under Alabama law.
- 5) That it contains identification, including ownership, or listing of the buildings, structures, and improvements on the land as well as the fixtures which were considered as part of the real property.
- 6) That it contains an acceptable "Scope of Work" statement.
- 7) That it contains a complete listing of all items and improvements considered as personalty (and whether omitted from value consideration in the report) and an identification of all real property.
- 8) That it contains an estimate of fair market value for the acquisition, and as appropriate in the case of a partial acquisition, an allocation of the estimate of fair market value for the real property and for damages to the remaining property.

The review appraiser is not to substitute his/her judgment for that of the Appraiser, but where the review appraiser finds analytical and/or factual deficiencies, shall request remedial action be taken. The review appraiser should first ask the Appraiser to consider making the required corrections in the appraisal report. Any needed factual data or analytical changes that cannot be handled in this manner will result in the review appraiser, in effect, becoming the Appraiser and the review appraiser assuming the burden of substantiating and documenting the valuation in accordance with recognized appraisal standards for the type report under review. The appraisal report itself should not be changed by the review appraiser.

Upon completion of the review, the review appraiser will provide a written report on the results of his/her review(s), which will include submission of the following required ALDOT forms: 1) Appraisal Review Checklist & Visual Inspection Certificate (Form A-6); 2) Appraisal Review Report/ Summary of Appraisal (Form A-16); 3) a listing of the review appraiser's Special Assumptions and Contingent and Limiting conditions; and 4) a signed and dated certification setting forth the estimate of just compensation and other required statements and conditions of the appraisal review. The review appraiser shall identify each appraisal report as being classified in one of the following three categories:

- 1) Not Accepted (unable to obtain necessary corrections, revisions, or additional data)
- 2) Accepted (meets all requirements, but not selected as recommended or approved)
- 3) Recommended (as basis for establishment of amount believed to be just compensation).

7. The Appraiser, within the specified number of calendar days from the date of the work authorization order, said date being the day on which the County signature is perfected, shall deliver the required number of copies of the completed report(s) to the requesting County personnel. The valuation date shown on the report shall not precede the submission date by more than twenty (20) days.
8. The Appraiser shall not divulge and shall take all reasonable steps to ensure that no staff or organization member divulges any information concerning such appraisal reports to any person other than a duly authorized representative of the County or a person authorized in writing by the County to obtain such information.
9. The Appraiser agrees that for a period of two years following the date of the completion of this report covering said property, the Appraiser and the employees of said Appraiser will not, on their own account, negotiate for the property or perform services for others in connection with the said property unless the written consent of the County Engineer is first obtained.
10. Appraiser agrees that the County or any of the duly authorized representatives shall, until the expiration of three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Appraiser involving transactions related to this agreement.
11. The Appraiser agrees to indemnify, defend and hold County and its 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 arising from the performance of the work called for by this contract due to activities of the Appraiser, agents of the Appraiser, or employees of the Appraiser. Appraiser shall provide the County with proof of general liability coverage including the County as an additional insured.
12. The Appraiser agrees to comply with all Federal, State and local laws and ordinances applicable to this work. Including, without limitation, those laws listed within **Exhibit "B"**, as if fully set forth herein, to the extent applicable to this Agreement and the services herein required or incidental thereto.
13. The Appraiser agrees to abide by ALDOT'S "Principles of Business Conduct".

14. The Appraiser agrees that no part of this work shall be transferred or sublet to any persons or firms without the expressed approval of the County. Transferring or subletting of work shall consist of the Appraiser utilizing the services of others and placing sole reliance on the information furnished by such persons and assuming no responsibility for the accuracy thereof. The employment of persons to measure buildings, to estimate replacement or reproduction costs of improvements, or to gather any information to be used by the Appraiser will not be considered as transferring or subletting these portions of the appraisal assignment, provided the Appraiser assumes the responsibility for the accuracy of such measurements, estimates and any other information furnished by those whom the appraiser has employed.
15. In consideration of the performance of the undertakings under this contract, the Appraiser shall be paid by the County the lump sum of each approved proposal in agreements executed pursuant to the requirements of this contract, which shall constitute full payment to the Appraiser and shall include costs of all supplies, materials and equipment, and other expenses of any kind of nature including revisions or corrections incurred by the Appraiser in performing hereunder. The lump sum shown above shall also include the cost to the Appraiser of all necessary professional services such as that of an architect or building estimator unless otherwise stipulated by Highway Department letter to the Appraiser and in the Appraiser's proposal. Payment shall become due after the County Engineer has reviewed and approved the reports and a submission of an invoice approved by the County Engineer or his designee.

In addition to the lump sum, should it be necessary that the Appraiser appear in court on the County's behalf, or conferences preparatory thereto, the per diem fee for so doing, including all expenses, shall be \$ 500.00 per day.

16. The Appraiser warrants that no company has been retained or person has been employed, other than a bona fide employee working solely for the Appraiser, to solicit or secure this agreement and that the Appraiser has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability.
17. The County at any time, by written order, can make any changes in this contract which may affect the contents, scope or number of copies of the appraisal reports to be delivered hereunder, or the time of delivery. If such changes justify an increase or decrease in the amount provided to be paid by this contract or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly.
18. At the time of receipt and acceptance thereof, the appraisal report(s) to be furnished by the Appraiser shall become and remain the sole property of the County.
19. Except as otherwise provided in this contract, any dispute arising under this contract which is not disposed of by agreement shall be decided by the County Engineer, who shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Appraiser. Such decision shall be final and conclusive with respect to questions of fact unless, within ten days from the date of receipt of such copy, the Appraiser appeals therefrom to the Baldwin County Commission by furnishing the County Engineer a written notice of such appeal together with the grounds or position therefore; the County Engineer shall then transmit the file and issue to the Baldwin County Commission. The decision of the Baldwin County Commission or a duly authorized representative shall be final and conclusive unless determined by a court or competent jurisdiction to have been fraudulent, capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Nothing in this "Disputes" clause shall be construed as making final an administrative decision on a question on law. In connection with any appeal under the "Disputes" clause, the Appraiser shall be afforded an opportunity to be heard and to offer evidence in support of the appeal. Pending final decision of any dispute hereunder, the Appraiser shall proceed diligently with the performance of the contract and in accordance with the decision of the County Engineer or any modification thereof which may be made hereunder.
20. Failure on the part of the Appraiser to comply with the terms of this contract and to submit completed appraisals to the County Engineer within the specified time limit or to furnish supplemental information and documentation requested within the specified time limit will constitute cause for cancellation of this contract or any agreement made pursuant thereto.
21. Equal Rights Provisions: During the performance of this contract, the Appraiser, individually, and for any assignees and successors in interest of the Appraiser, agrees as follows:
  - (a) Compliance with Regulations: The Appraiser will comply with the Regulations of the Alabama Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  - (b) Nondiscrimination: The Appraiser, with regard to all work performed after award and prior to completion of the contract work, will not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of

materials and leases of equipment. The Appraiser will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

The Appraiser will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

(c) Solicitations: In all solicitations either by competitive bidding or negotiation made by the Appraiser for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the Appraiser of the Appraiser's obligations under this contract and the Regulations relative to non-discrimination on the ground of race, color, religion, sex or national origin.

(d) Information and Reports: The Appraiser will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Baldwin County Highway Department, ALDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an appraiser is in the exclusive possession of another who fails or refuses to furnish this information, the Appraiser shall so certify to the Baldwin County Highway Department, ALDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts have been made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the Appraiser's noncompliance with the nondiscrimination provisions provided for herein, the Baldwin County Highway Department shall impose such contract sanctions as it or ALDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the Appraiser under the contract until the Appraiser complies, and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions: The Appraiser will include the foregoing provisions (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instructions issued pursuant thereto. The Appraiser will take such action with respect to any subcontract, procurement, or lease as the Baldwin County Highway Department, ALDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; however that, in the event an Appraiser becomes involved in, or is threatened with, litigation with a subcontractor, supplier, or lessor as a result of such direction, the Appraiser may request the County to enter into such litigation to protect the interests of the County and, in addition, the Appraiser may request ALDOT or the United States to enter into such litigation to protect the interests of the United States.

## 22. Participation by Disadvantaged Business Enterprises in Federal-Aid Programs

Policy: It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR, Part 26, apply to this agreement.

DBE Obligation: The recipient of funds under the terms of this agreement agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, such recipient shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation-assisted contracts.

Failure of the recipient of funds under the terms of this agreement, or failure of its SUBCONSULTANT (if a SUBCONSULTANT is authorized) to carry out the DBE requirements of this agreement, shall constitute a breach of contract and may result in termination of the contract by the COUNTY or such other remedy may be undertaken by the COUNTY as it deems appropriate.

23. **This Contract shall in all respects be construed and enforced according to the laws of the State of Alabama, without regard to Alabama conflict of laws principles.**
24. **Appraiser shall use forms and form numbers as required by ALDOT at the time(s) at which related appraisal reports are submitted hereunder. Additionally, Appraiser shall comply with all federal regulations which are applicable at the time(s) services are rendered hereunder.**



IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and date first above written.

APPRAISER  
JAMES H. FAULKNER, III

\_\_\_\_\_

BALDWIN COUNTY COMMISSION

BY: \_\_\_\_\_  
CHARLES F. GRUBER, CHAIRMAN  
BALDWIN COUNTY COMMISSION

ATTEST: \_\_\_\_\_  
WAYNE DYESS  
COUNTY ADMINISTRATOR

STATE OF ALABAMA    )  
COUNTY OF BALDWIN )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that CHARLES F. GRUBER and WAYNE DYESS, as Chairman and County Administrator of the Baldwin County Commission, respectively, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily for and as an act of the Baldwin County Commission.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA    )  
COUNTY OF BALDWIN )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that James H. Faulkner, III, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"  
CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

## Exhibit B

**MISCELLANEOUS FEDERAL CLAUSES**

To the extent that any of the following provisions are applicable to this Agreement or to any project being performed pursuant to and at anytime during the term of this Agreement, the Appraiser agrees to be bound by these laws, without limitation. The term "Project" as used herein means, without limitation, any activity or project performed by the Appraiser pursuant to this Agreement.

**No Federal Government Obligations to Third Parties.**

In connection with the Project, the Appraiser agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any lessee, third party contractor, or other participant at any tier of the Project or this Agreement, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any lessee, third party contractor, or other participant at any tier of the Project.

**False or Fraudulent Statements or Claims.**

The Appraiser acknowledges and agrees that:

(1) **Civil Fraud.** The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the activities in connection with the Project. By executing the Agreement for the Project, the Appraiser certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Appraiser also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Appraiser the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) **Criminal Fraud.** If the Appraiser makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Appraiser the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

**Access to Third Party Contract Records.**

The Appraiser agrees to require their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Appraiser further agrees to require, and assures that its third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

**Access to Records of Appraisers.**

The Appraiser agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Appraiser pertaining to the Project, as required by 49 U.S.C. § 5325(g).

**Federal Laws, Regulations, and Directives.**

The Appraiser agrees that Federal laws and regulations control Project award and implementation.

**Civil Rights.**

The Appraiser agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. **Nondiscrimination in Federal Public Transportation Programs.** The Appraiser agrees to comply, and assures the compliance of each lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. **Nondiscrimination – Title VI of the Civil Rights Act.** The Appraiser agrees to comply, and assures the compliance of each lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of

Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Appraiser agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The Appraiser agrees to comply, and assures the compliance of each lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. The Appraiser also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Appraiser agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Appraiser agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

d. Nondiscrimination on the Basis of Sex. The Appraiser agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

e. Nondiscrimination on the Basis of Age. The Appraiser agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

f. Access for Individuals with Disabilities. The Appraiser agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Appraiser also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Appraiser agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among those regulations and directives are:

(1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

g. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Appraiser agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

h. Access to Services for Persons with Limited English Proficiency. The Appraiser agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Appraisers' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

i. Environmental Justice. The Appraiser agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

j. Other Nondiscrimination Laws. The Appraiser agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

#### **Federal Standards.**

The Appraiser agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53 and Federal laws in effect now or subsequently enacted; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and later amendments thereto.

#### **Debarment and Suspension.**

The Appraiser agrees to comply, and assures the compliance of each lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Appraiser agrees to, and assures that its lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

#### **Lobbying Restrictions.**

The Appraiser agrees that:

(1) In compliance with 31 U.S.C. § 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement;

(2) In addition, it will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

(3) It will comply, and will assure the compliance of each lessee, third party contractor, or other participant at any tier of the Project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended.

#### **Air Quality.**

Except to the extent the Federal Government determines otherwise in writing, the Appraiser agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. Specifically:

(1) The Appraiser agrees to comply with the applicable requirements of subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c); to comply with U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, Subpart A; and to comply with any other applicable Federal conformity regulations that may be promulgated at a later date. To support the requisite air quality conformity finding for the Project, the Appraiser agrees to implement each air quality mitigation or control measure incorporated in the applicable documents accompanying approval of the Project. The Appraiser further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, to the extent they apply to the Project, the Appraiser agrees to comply with U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and U.S. EPA regulations "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.

(3) The Appraiser agrees to comply with the notice of violating facility provisions of section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

#### **Clean Water.**

Except to the extent the Federal Government determines otherwise in writing, the Appraiser agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

(1) The Appraiser agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Appraiser agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

#### **Clean Air and Clean Water.**

The Appraiser agrees to include in each lease, third party contract, or other arrangement exceeding \$100,000, adequate provisions to ensure that each Project participant will agree to:

(1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"

(2) Refrain from using any violating facilities,

(3) Report violations to FTA and the Regional U.S. EPA Office, and

(4) Comply with the inspection and other applicable requirements of:

(a) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(b) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

#### **Fly America.**

The Appraiser understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

**Seismic Safety.**

The Appraiser agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with implementing U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

**Patent Rights.**

a. **General.** If any invention, improvement, or discovery of the Appraiser or of any, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Appraiser agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.

b. **Federal Rights.** The Appraiser agrees that its rights and responsibilities, and those of each lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Appraiser agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, third party subcontract, or arrangement, as specified in 35 U.S.C. §§ 200 *et seq.*, and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401, irrespective of the status of the Appraiser, lessee, third party contractor or other participant in the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).

c. **License Fees and Royalties.** FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Appraiser has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1220, **Version:** 1

**Item #:** C10

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

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### **ITEM TITLE**

James K. Green, Jr. - Right-of-Way Acquisition Appraisal Contract

### **STAFF RECOMMENDATION**

Approve a contract between Baldwin County and James K. Green, Jr., with Valbridge Property Advisors, for right-of-way acquisition appraisals on future projects of the Highway Department. *(This contract shall become effective June 1, 2019 (pending full execution by both parties), and will terminate three years from effective date or five (5) days written notice by either party.)*

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** February 1, 2011; January 21, 2014; May 17, 2016

**Background:** Staff is requesting the services of Mr. Green due to his vast experience and longevity in his field to ensure that future right-of-way acquisition for road projects is completed in an accurate manner.

Mr. Faulkner's current contract with Baldwin County expires June 1, 2019.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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



Yes

**Reviewed/approved by:** County Attorney is currently reviewing.

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration Staff have contract executed by Chairman. Keep original and send copies to Mr. Green and Debra Morris.

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

Contact:

Mr. James K. Green, Jr.

4732 Woodmere Blvd

Montgomery, Alabama 36106

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

**BALDWIN COUNTY HIGHWAY DEPARTMENT  
CONTRACT FOR APPRAISAL REPORT**

Contract No.: 117  
Appraiser: James K. Green, Jr.  
Certification No.: G00141

THIS CONTRACT, entered into this 1st day of June, 2019, between Baldwin County, hereinafter called the "County," acting by and through the Baldwin County Highway Department, represented by the County Engineer and James K. Green, Jr., of Valbridge Property Advisors, City of Montgomery, State of Alabama. (If Corporation: incorporated in State of Alabama), hereinafter called the "Appraiser", witnesseth that the parties do hereby agree as follows:

1. This contract will terminate three years from its date above written. Work authorized during the term of this contract shall be covered and reimbursable hereunder.
2. The Appraiser and its employees will not be subject to the provisions, nor entitled to the benefits, of the County Merit System law. This contract may be terminated by either party upon five days' written notice. *Exhibit A* and *Exhibit B* are attached hereto and made a part of this agreement.
3. 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.
4. The Appraiser shall appraise that certain property or properties as shown described by Project Number and Tract Number in subsequent agreements made pursuant to this contract and which will by reference become part of this contract. **The appraisal services may consist of any of the following: (1) the preparation and submission of real property appraisal reports; (2) the preparation and submission of real property appraisal review reports; (3) such miscellaneous reports, estimates, or studies as deemed necessary for required Project and/or Tract right of way acquisitions; and (4) personal appearances as expert witness on behalf of the County for valuation (deposition and/or trial) testimony and authorized pre-trial conferences relative to condemnation proceedings involving any previously submitted report by the Appraiser of the type referred to in items (1), (2) and (3) above. Fees for appraisal reports and appraisal review reports shall be quoted and approved on a per tract basis. Fees for services provided under item (3) above may be approved as appropriate by lump sum estimate, per diem rates, and/or per tract quotes. Expert witness fees provided under item (4) shall be based on current per diem rates approved for the certification classification of the Appraiser.**
5. Appraiser shall make a detailed field inspection and identification of the various items of the property or properties and shall make such investigation and studies as are appropriate and necessary to enable the Appraiser to derive sound conclusions and to prepare the appraisal report to be furnished under this contract. For the purposes of this Contract the term "appraisal" means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information. The Appraiser shall afford the property owner or the owner's representative the opportunity to accompany the Appraiser on this inspection for the purpose of pointing out any items or providing any information, which in the owner's opinion affect(s) value. Upon completion of the inspections, investigations and studies, the Appraiser shall prepare, furnish and deliver to the County an appraisal report or reports in quadruplicate covering said property or properties.
  - A. **FORM REPORTS:** The report or reports shall, in form and substance, conform with the Alabama Department of Transportation's, hereinafter called "ALDOT", Form Appraisal (ROW-FA), **which is the current version of such Form at the time of the completion of the respective report or reports.**
  - B. **NARRATIVE REPORTS:** The report or reports shall, in form and substance, conform to recognized appraisal principles and practice in accordance with existing State law and the real property acquisition appraisal requirements for Federal and federally-assisted programs as described in §24.103(a) of title 49, Code of Federal Regulations, as amended. These requirements are intended to be consistent with the Uniform Standards of Professional Appraisal Practice (USPAP), as amended. Each submitted appraisal report shall contain, as a minimum, the below listed six (6) requirements.
    - 1) An adequate description of the physical characteristics of the property being appraised (and in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property (\*\*), a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
    - 2) All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the Appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the Appraiser's opinion of value.
    - 3) Color Photographs and a description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.

4) A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.

5) The effective date of valuation, date of appraisal, signature, and certification of the Appraiser.

6) A Scope of Work statement which adequately describes what County and the contracted Appraiser each are to do, and what is the mutually expected outcome of the assignment/agreement. The Scope of Work statement will be developed with input from both County and the Appraiser.

**(\*\*) In accordance with the final rule issued on January 4, 2005 (effective 2/3/05) revising title 49 CFR Part 24 [ § 24.103(a) – rule and Appendix A ] the Appraiser must now identify items in the appraisal report considered to be “real property” as well as those considered to be “personal property.” Accordingly, for each tract assignment involving structures to be acquired, the Appraiser will be required to coordinate an “on-site” meeting with appropriate County staff personnel in order to accommodate this requirement; unless informed in writing on a per tract basis by County personnel that it has been determined such a required meeting is not necessary. It is the intent of County that the Appraiser will be informed of each required realty vs personalty meeting prior to executing a Work Authorization Order issued by the County Highway Department. **The results of these meetings are to be included in the appraisal report(s) and will serve as guides in this area for the balance of the acquisition process. If needed, legal counsel is to be consulted when there are questions as to the status of a given item.****

**In addition, the report or reports shall present adequate factual data to support each rate, percentage, or amount used with a reason for each in sufficient detail to permit an intelligent review of the appraisal report; shall relate a conclusion based on those facts; shall include a certificate completed and signed by the Appraiser; and shall, among other things, include wherever appropriate the utilization of the three customary approaches to market value, i.e., (a) Market Data, including all pertinent comparable sales and in what respect the subject tract is comparable, (b) Income Approach and (c) Cost Approach with depreciation and reproduction studies. Unless otherwise specified in the proposal submitted by the Appraiser, all three approaches to value are required to be submitted. Where the entire tract or parcel is to be acquired by or for the County, the ultimate determination of the Appraiser shall be the reasonable market value of the subject tract as of the time of the completion of the appraisal. Where only a part of the property is to be acquired, the ultimate determination shall be the value of the property immediately before the taking and the value immediately after the taking, giving effect to and setting out as a credit any enhancement to the remaining tract arising out of the construction or itemizing separately any damage to the remainder land or improvements, as the case may be, and in each instance setting out the value of the land and improvements to be acquired. It shall be the responsibility of the County to determine the items that are noncompensable under the existing laws of the State and the Appraiser will omit such items from his report. An appraisal review checklist, which may also serve as a narrative form appraisal report outline guide, is beneficial and may be used.**

**C. SHORT FORM REPORTS:** The appraisal report or reports shall, in form and substance, conform with the “Short Form Appraisal Report” section of ALDOT’s Instructions for Form Appraisal report (ROW-FA-18) **which is the current version of the same at the time of the completion of the respective report or reports.**

6. County shall review all appraisal and specialty reports of real property to be acquired in connection with Federal-Aid programs or projects and establish an amount which it believes to be just compensation for such acquisition before the initiation of negotiations. The Uniform Act, Section 301 and 49 CFR 24.104, as amended require that, a) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions and b) If the reviewing appraiser is unable to approve or recommend approval of an appraisal as an adequate basis for the establishment of just compensation, and it is determined that it is not practical to obtain an additional appraisal, the reviewing appraiser may develop appraisal documentation in accordance with 49 CFR 24.103 to support an approved or recommended value. The purpose is to ensure that a qualified review appraiser determines the estimate of fair market value is reasonably supported by an acceptable appraisal. An appraisal reviewer, as identified by the County Highway Department, will determine whether a report (or reports) contains factual information, proper documentation, appropriately supported conclusions, and is in conformance with applicable laws and regulations.

The reviewer should examine each appraisal report to determine the following:

- 1) That it has been completed in accordance with the ALDOT’s appraisal specifications and/or applicable agreement with the contracted Appraiser.
- 2) That it follows accepted appraisal principles and techniques in the valuation of real property in accordance with Alabama law.
- 3) That it contains or makes reference to the information necessary to explain, substantiate, and thereby document the conclusions and estimate of fair market value indicated in the report.

- 4) That it includes consideration of compensable items, damages and benefits, if any, and does not include compensation for items that are non-compensable under Alabama law.
- 5) That it contains identification, including ownership, or listing of the buildings, structures, and improvements on the land as well as the fixtures which were considered as part of the real property.
- 6) That it contains an acceptable "Scope of Work" statement.
- 7) That it contains a complete listing of all items and improvements considered as personalty (and whether omitted from value consideration in the report) and an identification of all real property.
- 8) That it contains an estimate of fair market value for the acquisition, and as appropriate in the case of a partial acquisition, an allocation of the estimate of fair market value for the real property and for damages to the remaining property.

The review appraiser is not to substitute his/her judgment for that of the Appraiser, but where the review appraiser finds analytical and/or factual deficiencies, shall request remedial action be taken. The review appraiser should first ask the Appraiser to consider making the required corrections in the appraisal report. Any needed factual data or analytical changes that cannot be handled in this manner will result in the review appraiser, in effect, becoming the Appraiser and the review appraiser assuming the burden of substantiating and documenting the valuation in accordance with recognized appraisal standards for the type report under review. The appraisal report itself should not be changed by the review appraiser.

Upon completion of the review, the review appraiser will provide a written report on the results of his/her review(s), which will include submission of the following required ALDOT forms: 1) Appraisal Review Checklist & Visual Inspection Certificate (Form A-6); 2) Appraisal Review Report/ Summary of Appraisal (Form A-16); 3) a listing of the review appraiser's Special Assumptions and Contingent and Limiting conditions; and 4) a signed and dated certification setting forth the estimate of just compensation and other required statements and conditions of the appraisal review. The review appraiser shall identify each appraisal report as being classified in one of the following three categories:

- 1) Not Accepted (unable to obtain necessary corrections, revisions, or additional data)
- 2) Accepted (meets all requirements, but not selected as recommended or approved)
- 3) Recommended (as basis for establishment of amount believed to be just compensation).

7. The Appraiser, within the specified number of calendar days from the date of the work authorization order, said date being the day on which the County signature is perfected, shall deliver the required number of copies of the completed report(s) to the requesting County personnel. The valuation date shown on the report shall not precede the submission date by more than twenty (20) days.
8. The Appraiser shall not divulge and shall take all reasonable steps to ensure that no staff or organization member divulges any information concerning such appraisal reports to any person other than a duly authorized representative of the County or a person authorized in writing by the County to obtain such information.
9. The Appraiser agrees that for a period of two years following the date of the completion of this report covering said property, the Appraiser and the employees of said Appraiser will not, on their own account, negotiate for the property or perform services for others in connection with the said property unless the written consent of the County Engineer is first obtained.
10. Appraiser agrees that the County or any of the duly authorized representatives shall, until the expiration of three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Appraiser involving transactions related to this agreement.
11. The Appraiser agrees to indemnify, defend and hold County and its 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 arising from the performance of the work called for by this contract due to activities of the Appraiser, agents of the Appraiser, or employees of the Appraiser. Appraiser shall provide the County with proof of general liability coverage including the County as an additional insured.
12. The Appraiser agrees to comply with all Federal, State and local laws and ordinances applicable to this work. Including, without limitation, those laws listed within **Exhibit "B"**, as if fully set forth herein, to the extent applicable to this Agreement and the services herein required or incidental thereto.
13. The Appraiser agrees to abide by ALDOT'S "Principles of Business Conduct".

14. The Appraiser agrees that no part of this work shall be transferred or sublet to any persons or firms without the expressed approval of the County. Transferring or subletting of work shall consist of the Appraiser utilizing the services of others and placing sole reliance on the information furnished by such persons and assuming no responsibility for the accuracy thereof. The employment of persons to measure buildings, to estimate replacement or reproduction costs of improvements, or to gather any information to be used by the Appraiser will not be considered as transferring or subletting these portions of the appraisal assignment, provided the Appraiser assumes the responsibility for the accuracy of such measurements, estimates and any other information furnished by those whom the appraiser has employed.
15. In consideration of the performance of the undertakings under this contract, the Appraiser shall be paid by the County the lump sum of each approved proposal in agreements executed pursuant to the requirements of this contract, which shall constitute full payment to the Appraiser and shall include costs of all supplies, materials and equipment, and other expenses of any kind of nature including revisions or corrections incurred by the Appraiser in performing hereunder. The lump sum shown above shall also include the cost to the Appraiser of all necessary professional services such as that of an architect or building estimator unless otherwise stipulated by Highway Department letter to the Appraiser and in the Appraiser's proposal. Payment shall become due after the County Engineer has reviewed and approved the reports and a submission of an invoice approved by the County Engineer or his designee.

In addition to the lump sum, should it be necessary that the Appraiser appear in court on the County's behalf, or conferences preparatory thereto, the per diem fee for so doing, including all expenses, shall be \$ 500.00 per day.

16. The Appraiser warrants that no company has been retained or person has been employed, other than a bona fide employee working solely for the Appraiser, to solicit or secure this agreement and that the Appraiser has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability.
17. The County at any time, by written order, can make any changes in this contract which may affect the contents, scope or number of copies of the appraisal reports to be delivered hereunder, or the time of delivery. If such changes justify an increase or decrease in the amount provided to be paid by this contract or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly.
18. At the time of receipt and acceptance thereof, the appraisal report(s) to be furnished by the Appraiser shall become and remain the sole property of the County.
19. Except as otherwise provided in this contract, any dispute arising under this contract which is not disposed of by agreement shall be decided by the County Engineer, who shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Appraiser. Such decision shall be final and conclusive with respect to questions of fact unless, within ten days from the date of receipt of such copy, the Appraiser appeals therefrom to the Baldwin County Commission by furnishing the County Engineer a written notice of such appeal together with the grounds or position therefore; the County Engineer shall then transmit the file and issue to the Baldwin County Commission. The decision of the Baldwin County Commission or a duly authorized representative shall be final and conclusive unless determined by a court or competent jurisdiction to have been fraudulent, capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Nothing in this "Disputes" clause shall be construed as making final an administrative decision on a question on law. In connection with any appeal under the "Disputes" clause, the Appraiser shall be afforded an opportunity to be heard and to offer evidence in support of the appeal. Pending final decision of any dispute hereunder, the Appraiser shall proceed diligently with the performance of the contract and in accordance with the decision of the County Engineer or any modification thereof which may be made hereunder.
20. Failure on the part of the Appraiser to comply with the terms of this contract and to submit completed appraisals to the County Engineer within the specified time limit or to furnish supplemental information and documentation requested within the specified time limit will constitute cause for cancellation of this contract or any agreement made pursuant thereto.
21. Equal Rights Provisions: During the performance of this contract, the Appraiser, individually, and for any assignees and successors in interest of the Appraiser, agrees as follows:
  - (a) Compliance with Regulations: The Appraiser will comply with the Regulations of the Alabama Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  - (b) Nondiscrimination: The Appraiser, with regard to all work performed after award and prior to completion of the contract work, will not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of

materials and leases of equipment. The Appraiser will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

The Appraiser will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

(c) Solicitations: In all solicitations either by competitive bidding or negotiation made by the Appraiser for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the Appraiser of the Appraiser's obligations under this contract and the Regulations relative to non-discrimination on the ground of race, color, religion, sex or national origin.

(d) Information and Reports: The Appraiser will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Baldwin County Highway Department, ALDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an appraiser is in the exclusive possession of another who fails or refuses to furnish this information, the Appraiser shall so certify to the Baldwin County Highway Department, ALDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts have been made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the Appraiser's noncompliance with the nondiscrimination provisions provided for herein, the Baldwin County Highway Department shall impose such contract sanctions as it or ALDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the Appraiser under the contract until the Appraiser complies, and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions: The Appraiser will include the foregoing provisions (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instructions issued pursuant thereto. The Appraiser will take such action with respect to any subcontract, procurement, or lease as the Baldwin County Highway Department, ALDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; however that, in the event an Appraiser becomes involved in, or is threatened with, litigation with a subcontractor, supplier, or lessor as a result of such direction, the Appraiser may request the County to enter into such litigation to protect the interests of the County and, in addition, the Appraiser may request ALDOT or the United States to enter into such litigation to protect the interests of the United States.

## 22. Participation by Disadvantaged Business Enterprises in Federal-Aid Programs

Policy: It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR, Part 26, apply to this agreement.

DBE Obligation: The recipient of funds under the terms of this agreement agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, such recipient shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation-assisted contracts.

Failure of the recipient of funds under the terms of this agreement, or failure of its SUBCONSULTANT (if a SUBCONSULTANT is authorized) to carry out the DBE requirements of this agreement, shall constitute a breach of contract and may result in termination of the contract by the COUNTY or such other remedy may be undertaken by the COUNTY as it deems appropriate.

23. **This Contract shall in all respects be construed and enforced according to the laws of the State of Alabama, without regard to Alabama conflict of laws principles.**
24. **Appraiser shall use forms and form numbers as required by ALDOT at the time(s) at which related appraisal reports are submitted hereunder. Additionally, Appraiser shall comply with all federal regulations which are applicable at the time(s) services are rendered hereunder.**

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and date first above written.

APPRAISER

JAMES K. GREEN, JR.

\_\_\_\_\_

BALDWIN COUNTY COMMISSION

BY: \_\_\_\_\_  
CHARLES F. GRUBER, CHAIRMAN  
BALDWIN COUNTY COMMISSION

ATTEST: \_\_\_\_\_  
WAYNE DYESS  
COUNTY ADMINISTRATOR

STATE OF ALABAMA    )  
COUNTY OF BALDWIN )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that CHARLES F. GRUBER and WAYNE DYESS, as Chairman and County Administrator of the Baldwin County Commission, respectively, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily for and as an act of the Baldwin County Commission.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA    )  
COUNTY OF BALDWIN )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that JAMES K. GREEN, JR., is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

EXHIBIT "A"  
CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



## Exhibit B

**MISCELLANEOUS FEDERAL CLAUSES**

To the extent that any of the following provisions are applicable to this Agreement or to any project being performed pursuant to and at anytime during the term of this Agreement, the Appraiser agrees to be bound by these laws, without limitation. The term "Project" as used herein means, without limitation, any activity or project performed by the Appraiser pursuant to this Agreement.

**No Federal Government Obligations to Third Parties.**

In connection with the Project, the Appraiser agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any lessee, third party contractor, or other participant at any tier of the Project or this Agreement, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any lessee, third party contractor, or other participant at any tier of the Project.

**False or Fraudulent Statements or Claims.**

The Appraiser acknowledges and agrees that:

(1) **Civil Fraud.** The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the activities in connection with the Project. By executing the Agreement for the Project, the Appraiser certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Appraiser also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Appraiser the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) **Criminal Fraud.** If the Appraiser makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Appraiser the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

**Access to Third Party Contract Records.**

The Appraiser agrees to require their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Appraiser further agrees to require, and assures that its third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

**Access to Records of Appraisers.**

The Appraiser agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Appraiser pertaining to the Project, as required by 49 U.S.C. § 5325(g).

**Federal Laws, Regulations, and Directives.**

The Appraiser agrees that Federal laws and regulations control Project award and implementation.

**Civil Rights.**

The Appraiser agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. **Nondiscrimination in Federal Public Transportation Programs.** The Appraiser agrees to comply, and assures the compliance of each lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. **Nondiscrimination – Title VI of the Civil Rights Act.** The Appraiser agrees to comply, and assures the compliance of each lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of

Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Appraiser agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The Appraiser agrees to comply, and assures the compliance of each lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. The Appraiser also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Appraiser agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Appraiser agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

d. Nondiscrimination on the Basis of Sex. The Appraiser agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

e. Nondiscrimination on the Basis of Age. The Appraiser agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

f. Access for Individuals with Disabilities. The Appraiser agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Appraiser also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Appraiser agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among those regulations and directives are:

(1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

g. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Appraiser agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

h. Access to Services for Persons with Limited English Proficiency. The Appraiser agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Appraisers' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

i. Environmental Justice. The Appraiser agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

j. Other Nondiscrimination Laws. The Appraiser agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

#### **Federal Standards.**

The Appraiser agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53 and Federal laws in effect now or subsequently enacted; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and later amendments thereto.

#### **Debarment and Suspension.**

The Appraiser agrees to comply, and assures the compliance of each lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Appraiser agrees to, and assures that its lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

#### **Lobbying Restrictions.**

The Appraiser agrees that:

(1) In compliance with 31 U.S.C. § 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement;

(2) In addition, it will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

(3) It will comply, and will assure the compliance of each lessee, third party contractor, or other participant at any tier of the Project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended.

#### **Air Quality.**

Except to the extent the Federal Government determines otherwise in writing, the Appraiser agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. Specifically:

(1) The Appraiser agrees to comply with the applicable requirements of subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c); to comply with U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, Subpart A; and to comply with any other applicable Federal conformity regulations that may be promulgated at a later date. To support the requisite air quality conformity finding for the Project, the Appraiser agrees to implement each air quality mitigation or control measure incorporated in the applicable documents accompanying approval of the Project. The Appraiser further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, to the extent they apply to the Project, the Appraiser agrees to comply with U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and U.S. EPA regulations "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.

(3) The Appraiser agrees to comply with the notice of violating facility provisions of section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

#### **Clean Water.**

Except to the extent the Federal Government determines otherwise in writing, the Appraiser agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

(1) The Appraiser agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Appraiser agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

#### **Clean Air and Clean Water.**

The Appraiser agrees to include in each lease, third party contract, or other arrangement exceeding \$100,000, adequate provisions to ensure that each Project participant will agree to:

(1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"

(2) Refrain from using any violating facilities,

(3) Report violations to FTA and the Regional U.S. EPA Office, and

(4) Comply with the inspection and other applicable requirements of:

(a) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(b) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

#### **Fly America.**

The Appraiser understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

**Seismic Safety.**

The Appraiser agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with implementing U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

**Patent Rights.**

a. **General.** If any invention, improvement, or discovery of the Appraiser or of any, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Appraiser agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.

b. **Federal Rights.** The Appraiser agrees that its rights and responsibilities, and those of each lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Appraiser agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, third party subcontract, or arrangement, as specified in 35 U.S.C. §§ 200 *et seq.*, and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401, irrespective of the status of the Appraiser, lessee, third party contractor or other participant in the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).

c. **License Fees and Royalties.** FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Appraiser has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1197, **Version:** 1

**Item #:** C11

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Audra E. Mize, Operations Support Specialist II

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### ITEM TITLE

Transfer of a Portion of County Road 12 South to the City of Foley

### STAFF RECOMMENDATION

Take the following actions:

1. Pursuant to Alabama Code 11-49-80, cease County control, management, supervision regulation, repair, maintenance and improvement of County Road 12 South from approximately 290 feet west of Clarke Ridge Road running west approximately 1,355 feet, and remove said portion of road from the County Maintained Road List effective May 21, 2019; and
2. Authorize the Chairman to notify the City of Foley, by letter, of the foregoing action and the City of Foley's responsibility for the said road; and
3. Authorize the Chairman to execute a Quitclaim Deed.

### BACKGROUND INFORMATION

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

**Background:** The City of Foley annexed the above portion of County Road 12 South subsequent to July 7, 1995.

### FINANCIAL IMPACT

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

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

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

### LEGAL IMPACT

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

N/A

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

**Additional comments:** Quitclaim deed template used as previously approved by County Attorney.

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administrative Staff

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

Administrative Staff prepare letter and have Chairman execute Quitclaim deed and letter. Send original quitclaim deed to Debra Morris for recording and delivery to the City of Foley.

Contact:

City of Foley

P.O. Box 1750

Foley, Alabama 36535

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



THIS INSTRUMENT PREPARED BY:  
BALDWIN COUNTY HIGHWAY DEPARTMENT  
ROBERTSDALE, ALABAMA 36567

JM  
O.K.

STATE OF ALABAMA )

COUNTY ROAD 12 SOUTH  
FROM APPROXIMATELY 290  
FEET WEST OF CLARKE  
RIDGE ROAD RUNNING WEST  
APPROXIMATELY 1,355 FEET

BALDWIN COUNTY )

### QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **Baldwin County, Alabama**, by and through the Baldwin County Commission, a political subdivision of the State of Alabama, hereinafter referred to as the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration this day paid to Grantor by the **City of Foley**, Alabama, an Alabama municipal corporation, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the Grantee, all of Grantor's right, title, interest and claim in and to the following described real property, subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Baldwin County, Alabama, to wit:

**A part of the Southwest Quarter of the Southeast Quarter of Section 12, Township 8 South, Range 4 East and a part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 8 South, Range 4 East, Baldwin County, Alabama and being more fully described as follows:**

**It is the intent of this document to remise, release, quitclaim and convey unto the City of Foley, Alabama, any and all right and title to that portion of County Road 12 South right-of-way owned and maintained by Baldwin County, beginning approximately 290 feet west of Clarke Ridge Road thence westerly for approximately 1,355 feet; said right-of-way being quitclaimed is described as portions of Real Property Book 116, page 692 and Real Property Book 116, page 694. (See attached Exhibit "A")**

**Subject to any reservations, restrictions, exceptions and encumbrances as of record.**

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT  
P.O. BOX 220  
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:

CITY OF FOLEY  
P. O. BOX 1750  
FOLEY, ALABAMA 36536



**TO HAVE AND TO HOLD** unto the said Grantee, or its successors and assigns for FOREVER.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed by its duly authorized representative on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

GRANTOR

BALDWIN COUNTY, ALABAMA,  
by and through the Baldwin County Commission,  
a political subdivision of the State of Alabama

By: \_\_\_\_\_  
Charles F. Gruber  
Chairman of Baldwin County Commission

Attest

By: \_\_\_\_\_  
Wayne Dyess  
County Administrator of Baldwin County Commission

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that Charles F. Gruber, whose name as Chairman of the County Commission of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, and Wayne Dyess, whose name as County Administrator, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision .

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT  
P.O. BOX 220  
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:

CITY OF FOLEY  
P. O. BOX 1750  
FOLEY, ALABAMA 36536



- Bay Minette
- Daphne
- Elberta
- Fairhope
- Foley
- Gulf Shores
- Loxley
- Magnolia Springs
- Orange Beach
- Perdido Beach
- Robertsdale
- Silverhill
- Spanish Fort
- Summerdale

# Foley

# Elberta



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1215, **Version:** 1

**Item #:** C12

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

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### ITEM TITLE

Weeks Bay Foundation - Request to Install Signage at Mullet Point and View Point Boat Ramps

### STAFF RECOMMENDATION

Discuss the request from Ms. Yael Girard, Executive Director of the Weeks Bay Foundation, to install signage at the Mullet Point and View Point boat ramps regarding derelict vessels in waterways.

### BACKGROUND INFORMATION

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

**Background:** Ms. Girard will update the Commission on a program to address derelict vessels in our waterways. As part of the program, she is requesting that signage be placed at Mullet Point and View Point boat ramps to help educate the public.

### FINANCIAL IMPACT

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

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

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

### LEGAL IMPACT

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

Additional instructions/notes: N/A



# DERELICT IS DANGEROUS

Abandoned and derelict vessels are serious navigational and environmental hazards



## LIABILITY

- Derelict boats can damage private and public property
- Sunken boats can cause navigational dangers and may make normal channels unpassable

## ENVIRONMENTAL ISSUES

- Long term source of marine debris, including plastics
- Contain toxic liquids such as oils, fuel, and human waste that will be ingested by fish and other aquatic life
- When vessels sink or are stranded on the shore, they can damage sensitive habitats and change hydrology, causing erosion or scouring

## HOW CAN YOU PREVENT DERELICT BOATS?

- Before predicted storms, trailer your boat or put it in dry storage when available
- If you are unable to pull your boat out of the water, ensure that it is properly moored in a sheltered location
- Prior to a storm, pump out your toilets and remove excess fuel to reduce the environmental impact if your vessel does get loose
- Ensure that your registration and contact info are current, so you can be contacted if your boat gets away

## REPORT DRIFTING OR STRANDED BOATS TO ALEA DISPATCH:

251-660-2300





# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1125, **Version:** 1

**Item #:** D1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Donna G. Bryars, Interim Clerk/Treasurer

**Submitted by:** Makayla Shiver, Jr. Staff Accountant

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### ITEM TITLE

Additional Cash for Back-up Cash Drawer for Solid Waste Department at the MacBride Landfill

### STAFF RECOMMENDATION

Related to the back-up cash drawer at MacBride Landfill, take the following action:

- 1.) Add an additional \$200.00 to the back-up cash drawer located at MacBride Landfill.

### BACKGROUND INFORMATION

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

**Background:** This request is being made to facilitate the ability to make change at the MacBride Landfill for cash customers paying for disposal. Currently, we have a back-up cash drawer in the amount of \$100.00. The cash that is collected from the previous day is not available to make change as deposits are made on a daily basis through Brinks. Our banking services are with Hancock Bank, and they do not have a branch in Loxley to make change.

### FINANCIAL IMPACT

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

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

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

### LEGAL IMPACT

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** No

**Individual(s) responsible for follow up:** Donna G. Bryars, Interim Clerk/Treasurer

**Action required (list contact persons/addresses if documents are to be mailed or emailed):** Donna G. Bryars, Interim Clerk/Treasurer will setup additional cash

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1163, **Version:** 1

**Item #:** D2

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Donna G. Bryars, Interim Clerk/Treasurer

**Submitted by:** Makayla Shiver, Jr. Staff Accountant

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### ITEM TITLE

Banking Services

### STAFF RECOMMENDATION

Related to Baldwin County Commission's basic banking services with Hancock Whitney Bank, authorize the Interim Clerk/Treasurer to accept the (3) month extension with the same terms and conditions as was approved by the Commission on April 5, 2019. The extension period is June 1, 2019, to August 31, 2019.

### BACKGROUND INFORMATION

**Previous Commission action/date:** April 5, 2016

**Background:** During the Baldwin County Commission meeting held on April 5, 2016, the following actions were taken:

1. Awarded basic banking services to Hancock Bank For the period of June 1, 2016 to May 31, 2019, with two (2) 12-month options, at an interest rate listed to the 90-day treasury bill plus 0.12% with a floor of 0.63% and the Commission will the bank service fees; and
2. Awarded the Baldwin County Merchant Services to Hancock bank for the period of June 1, 2016 to May 31, 2019, with two (2) 12-month options, at a cost-plus price with a discount rate of 0.0% and transaction fee of \$0.10; and
3. Awarded the Baldwin County Commission Lockbox Services to Hancock Bank for the period of June 1, 2016 to May 31, 2019. With two (2) 12-month options, and the Commission will pay the bank service fees.

See attached spreadsheet for historical interest rates.

### FINANCIAL IMPACT

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



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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Donna G. Bryars, Interim Clerk/Treasurer

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

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



April 24, 2019

Mrs. Donna Byars  
Baldwin County Commission  
312 Courthouse Square, Suite 11  
Bay Minette, AL 36507

Dear Donna:

As a Hancock Whitney Bank customer, we want you to know that we appreciate the Commission's business and the opportunity to serve as their fiscal agent bank. Our commitment is to provide excellent customer service and to meet the Commission's banking needs.

Our current fiscal agent agreement with the Commission is for a three (3) year period which began on June 1, 2016 and is set to end on May 31, 2019, it contains two (2) additional one (1) year renewal options.

We are happy to allow a three (3) month extension of the current agreement to allow the Commission additional time to review responses to their RFP that was issued on March 15, 2019. This extension of the fiscal agent agreement would be under the same terms and conditions which are presently in place and would expire on August 31, 2019 unless it is extended or renewed.

The Commission is a valued client to Hancock Whitney Bank and we are hopeful that the relationship will continue to grow. Thank you for your consideration. The Commission is a valued client to Hancock Whitney Bank and we are hopeful that the relationship will continue to grow. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sophia Berling', with a long horizontal line extending to the right.

Sophia Berling  
Vice President  
Institutional Banking Relationship Manager



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1173, **Version:** 1

**Item #:** E1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

**Submitted by:** Allison Owens, Office Manager

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### **ITEM TITLE**

Baldwin County Sewer Service Utility Easement Request - Magnolia Landfill

### **STAFF RECOMMENDATION**

DISCUSSION ITEM - Discuss the approval of the request made by Baldwin County Sewer Service for a 45'x45' utility easement for the installation of a lift station at the Northeast corner of PIN 213289 on County Road 28.

### **BACKGROUND INFORMATION**

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

**Background:** Baldwin County Sewer Service is requesting a 45'x45' utility easement for the installation of a lift station at the Northeast corner of PIN 213289 on County Road 28. Baldwin County Sewer Service has offered \$15,000.00 for the issuance of this utility easement. The Development and Environmental Director would like to propose a different location, the northwest corner of the landfill property.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

**Reviewed/approved by:** Attorney Brad Hicks

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

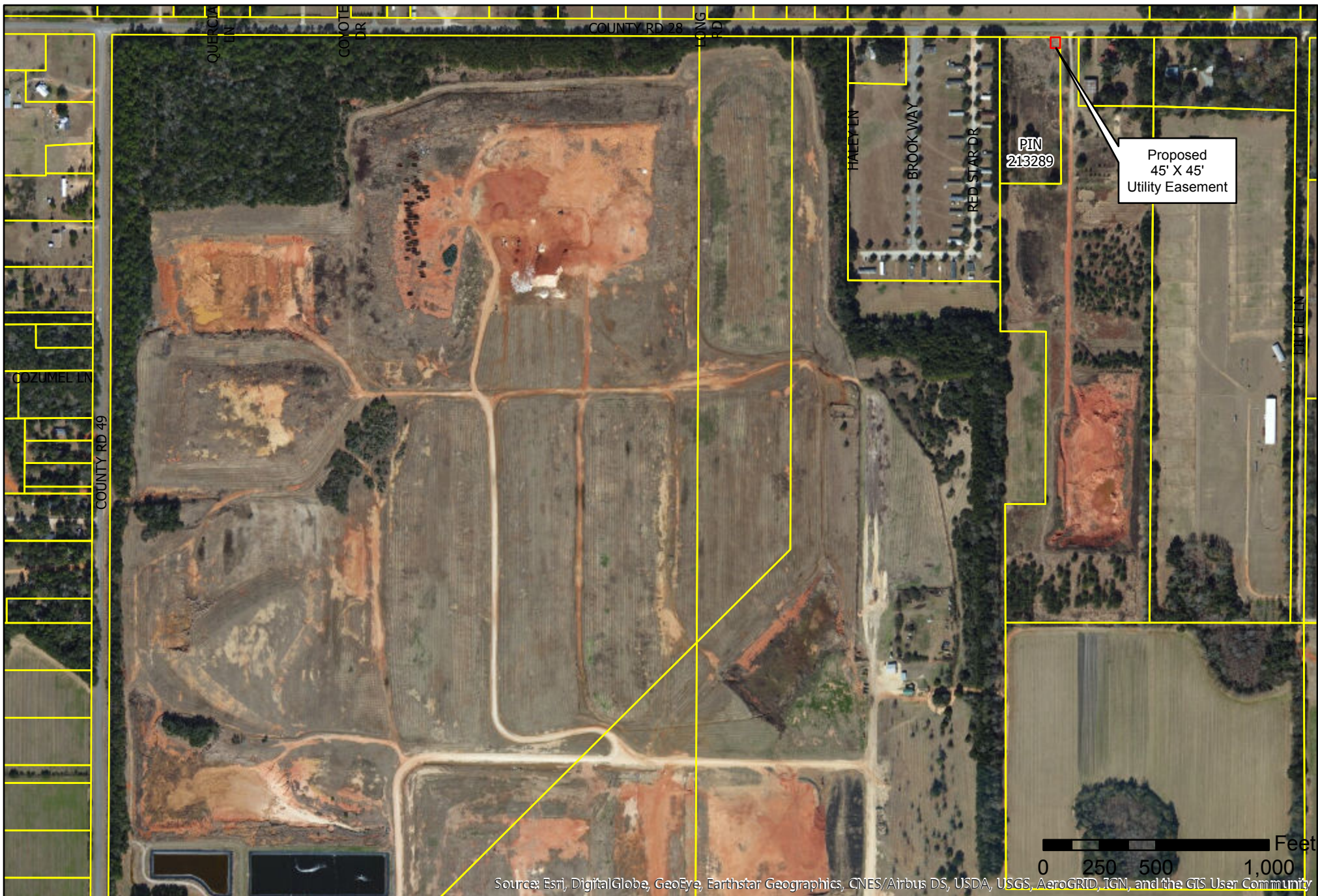
**For time-sensitive follow up, select deadline date for follow up:** N/A

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

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

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





## Proposed Utility Easement



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1198, **Version:** 1

**Item #:** E2

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

**Submitted by:** Suzanne Doughty, Senior Accountant

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### ITEM TITLE

Baldwin County Solid Waste Uncollectible Residential Accounts

### STAFF RECOMMENDATION

Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of \$859.00.

### BACKGROUND INFORMATION

**Previous Commission action/date:** No

#### **Background:**

Date: 10/16/2018 - Commission approved to write off \$506.85 of uncollectible residential garbage accounts.

Date: 11/20/2018 - Commission approved to write off \$864.10 of uncollectible residential garbage accounts.

Date: 12/18/2018 - Commission approved to write off \$706.85 of uncollectible residential garbage accounts.

Date: 01/15/2019 - Commission approved to write off \$739.90 of uncollectible residential garbage accounts.

Date: 02/19/2019 - Commission approved to write off \$436.00 of uncollectible residential garbage accounts.

Date: 03/19/2019 - Commission approved to write off \$685.00 of uncollectible residential garbage accounts.

Date: 04/16/2019 - Commission approved to write off \$248.00 of uncollectible residential garbage accounts.

The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission resolution (where forwarding address is verifiable and within Baldwin County):

1. Notice of delinquency provided. Statement contains "Past Due" watermark.
2. If account is not brought current by the first week of the following billing month, a *Notice of Show Cause Hearing* is mailed immediately.
3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney's office.
4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.
5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$859.00

**Budget line item(s) to be used:** 511.14990 Allowance for uncollectible accounts

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Solid Waste Collection Administration and Finance and Accounting Department

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

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



Baldwin County Solid Waste  
Residential Uncollectible Accounts  
May 2019

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Broadfoot, John Jason	Gulf Shores	AL	Unable to Locate	\$28.00	X	X	
Dale, Jamar	Robertsdale	AL	Unable to Locate	\$194.00	X	X	
Estes, James B.	Pascagoula	MS	Out of State	\$117.00	X	X	
Goings, Leigh	Denham Springs	LA	Out of State	\$64.00	X	X	
Jones, Jourdan	Mobile	AL	Out of County	\$76.00	X	X	
Matthews, Evelyn	Little Field	AZ	Out of State	\$13.00			
McCants, Brendon	Newport News	VA	Out of State	\$34.00	X	X	
McGuire-Jones, Dina	Woerner Robbins	GA	Out of State	\$75.00	X	X	
Pierce, James	Gulf Shores	AL	Unable to Locate	\$66.00	X	X	
Smith, Brittany	Carabelle	FL	Out of State	\$32.00		X	
Smith, Sonya Gail	Richton	MS	Out of State	\$80.00	X	X	
Williams, Mary Alice	Andalusia	AL	Out of County	\$80.00	X	X	
				<u>\$ 859.00</u>			





# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1180, **Version:** 1

**Item #:** F1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Mike Howell, Building Official

**Submitted by:** Kim Nelson, Office Administrator

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### ITEM TITLE

Adoption of 2018 International Code Council (ICC) Building Codes and Supplemental Codes

### STAFF RECOMMENDATION

Adopt Resolution #2019-075 regarding the adoption of the 2018 International Code Council (ICC) and Supplemental codes.

### BACKGROUND INFORMATION

**Previous Commission action/date:** January 17, 2012

**Background:** Baldwin County currently enforces the ICC 2012 Building code, Plumbing code, Mechanical code, Gas code, Residential supplemental code and the 2011 National Electric Code (NEC) which was adopted on January 17, 2012 and enforced on the same date.

All advertising requirements have been fulfilled, the notice advertising ran from April 17, 2019 until May 15, 2019 in Gulf Coast Newspapers. Affidavit will be present with the agenda item of May 21, 2019.

A Public Hearing will be held on May 21, 2019 during the regularly scheduled Commission Meeting.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$816.48

**Budget line item(s) to be used:** 52710-5253

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

### LEGAL IMPACT

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

Yes, copy of Resolution #2019-075 was sent to the County Attorney on April 25, 2019 for review

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

**If the proof of publication affidavit is not attached, list the reason:** Will be presented at meeting.

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration to send a copy of signed Resolution #2019-075 to Kim Nelson and she will notify all offices of adoption and distribute supplemental codes.

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

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

STATE OF ALABAMA )

COUNTY OF BALDWIN )

RESOLUTION #2019-075

OF THE

BALDWIN COUNTY COMMISSION

PROVIDING FOR THE ADOPTION OF NEW BUILDING LAWS AND CODES IN BALDWIN COUNTY PURSUANT TO AUTHORITY GRANTED AT SECTION 41-9-166 OF THE CODE OF ALABAMA 1975 AND SECTION 34-14 A-12 OF THE CODE OF ALABAMA 1975; AND OTHER APPLICABLE LAWS; FURTHER, REPEALING RESOLUTION #2007-143 OF THE BALDWIN COUNTY COMMISSION;

WHEREAS, upon the advice rendered by the Building Official of Baldwin County, Alabama, said Building Official recommends to this honorable county governing body, in the interest of the public health, safety and welfare of the general public, the adoption by the Baldwin County Commission of new building laws and codes applicable to Baldwin County, Alabama; and

WHEREAS, the Baldwin County Commission recognizes specific authority at Section 41-9-166 of the Code of Alabama 1975 and broad authority provided at Section 34-14A-12 of the Code of Alabama 1975 within the General Laws of the State of Alabama as relates to the adoption of said new building laws and codes, said authority recited as follows:

Section 41-9-166 of the Code of Alabama 1975

Adoption, etc., of building codes by municipalities and counties.

Any municipality in the State of Alabama may adopt any model building code published by the Southern Building Code Congress International and the National Electric Code published by the National Fire Protection Association as a municipal ordinance, enlarging the applicability thereof to include private buildings and structures other than private schoolhouses, hotels, public and private hospitals, and moving picture houses as it deems necessary and to prescribe penalties for violations thereof in the same manner in which other ordinances and related penalty provisions are adopted and prescribed.

Any county commission similarly may adopt and enlarge the applicability of any model building code published by the Southern Building Code Congress International and the National Electric Code published by the National Fire Protection Association for the county, prescribing penalties for violations thereof, by resolution duly recorded in its minutes and, after notice of four weeks, by publications once weekly in some county newspaper, if there is one published in the county, and posted notices at the door of each courthouse in the county.

Changes in the provisions of the building code affected by the building commission may be adopted similarly by counties and municipalities.

No county or municipality shall apply the building code to state buildings and construction of public schoolhouses.

Model building codes adopted by a county or municipality pursuant to this section only apply to structures and facilities on the customer's side of the electric meter and shall not apply to any electric power generation, transmission, or distribution on the electric service provider's side of the electric meter.

Nothing contained in this section shall be construed as requiring the advertising or posting of the code itself. The provisions of this section shall be satisfied by giving notice that it is proposed to adopt a code.

(Acts 1945, No. 290, p. 480, section 5; Act 2000-326, p. 522 section 1.)

Section 34-14A-12 of the Code of Alabama 1975

Standards of practice; building laws and codes.

- (a) The board is authorized to establish or adopt, or both, standards of practice for residential home builders within the state.
- (b) The county commissions of the several counties are authorized and empowered to adopt building laws and codes by ordinance which shall apply in the unincorporated areas of the county. The building laws and codes of the county commission shall not apply within any municipal police jurisdiction, in which that municipality is exercising its building laws or codes, without the express consent of the governing body of that municipality. The building laws and codes of the county commission may apply with the corporate limits of any municipality with the express consent of the governing body of the municipality. The county commission may employ building inspectors to see that its laws or codes are not violated and that the plans and specifications for buildings are not in conflict with the ordinances of the county and may exact fees to be paid by the owners of the property inspected.
- (c) Utilizing the same authority and procedures as municipalities pursuant to Section 11-53A-20 to 11-53A-26, inclusive, the county commission may condemn buildings, parts of buildings, or structures dangerous to the public and prohibit the use thereof and abate the same as a nuisance.
- (d) The county commission, municipalities, and other public entities are hereby authorized to enter into mutual agreements, compacts, and contracts for the administration and enforcement of their respective building laws and codes.

(Acts 1992, No. 92-608, p. 1282, Section 12; Act 2002-72, p. 163, Section 1; Act 2006-105, Section 1.)

; and

WHEREAS, applying the strict public notice and advertising requirements set forth at Section 41-9-166 of the Code of Alabama 1975, as Section 34-14A-12 of the Code of Alabama 1975 remains silent in relation to the same, and after the required four weeks public notification period as set forth by said Section 41-9-166 of the Code of Alabama 1975, the Baldwin County Commission conducted a public hearing on May 21, 2019, as relates to the adoption of the new building laws and codes; and

WHEREAS, at this time and upon the advice rendered by the Building Official of Baldwin County, Alabama, this honorable county governing body, in the interest of the public health, safety and welfare of the general public, adopts new building laws and codes applicable to Baldwin County, Alabama; now therefore

BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, by this instrument, a resolution and ordinance of the governing body of Baldwin County, Alabama, and in the interest of public health, safety and welfare of the general public, we hereby adopt, effective commencing May 21, 2019, new building laws and codes applicable to Baldwin County, Alabama, as follows:

The following codes and supplements shall apply to all buildings and structures built within the unincorporated areas of Baldwin County or as otherwise required or allowed by state law:

International Building Code, 2018

International Gas Code, 2018

International Mechanical Code, 2018

International Plumbing Code, 2018

International Residential Code, 2018

International Energy Conservation Code, 2018

National Electric Code, 2017

Baldwin County Supplemental Code for Residential Structures in addition to the IRC, 2018

FURTHER, BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, by this instrument, a resolution and ordinance of the governing body of Baldwin County, Alabama, and in the interest of public health, safety and welfare of the general public, we hereby adopt, effective May 21, 2019.

FURTHER, BE IT RESOLVED AND ORDAINED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, by this instrument, a resolution and ordinance of the governing body of Baldwin County, Alabama, the prior building laws and codes codified at Resolution #2007-143 (adopted during the July 3, 2007, regular meeting), shall be rescinded and repealed commencing May 21, 2019.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 21st day of May 2019.

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Commissioner Charles E. Gruber, Chairman

ATTEST:

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Wayne A. Dyess, County Administrator

DRAFT

## **CODE ADOPTION BY THE BALDWIN COUNTY COMMISSION**

International Building Code, 2018  
International Gas Code, 2018  
International Mechanical Code, 2018  
International Plumbing Code, 2018  
International Residential Code, 2018  
International Energy Conservation Code, 2018  
Baldwin County Supplemental Code for Residential Structures in addition to the IRC, 2018  
National Electric Code, 2017 For Commercial Buildings and Residential Building containing more than two (2) dwelling units

### **RESCIND**

International Building Code, 2012  
International Gas Code, 2012  
International Mechanical Code, 2012  
International Plumbing Code, 2012  
International Residential Code, 2012  
Baldwin County Supplemental Code for Residential Structures in addition to the IRC, 2012  
National Electric Code, 2011 For Commercial Buildings and Residential Building containing more than two (2) dwelling units  
Local Wind Load Code – 3 second gust winds: *applicable to the 2012 IRC only*

130 mph – South of I-10  
120 mph – I-10 North to I-65  
110 mph – I-65 North to County line

### **ADOPTED:**

**May 21, 2019**

### **ENFORCED:**

**May 21, 2019**

## **BALDWIN COUNTY SUPPLEMENTAL CODE IN ADDITION TO THE 2012 INTERNATIONAL RESIDENTIAL CODE**

The requirements specified in this Code Supplement apply to detached One and Two family dwellings not more than three stories above grade plane in height. The provisions of this supplement are intended to complement the locally adopted codes. The elements of design not addressed by the provisions of this supplement shall be in accordance with the locally adopted code. In the event a conflict between this document and the adopted code, the more stringent shall apply.

### **STRUCTURAL**

1. Unless balloon framed, gable ends over 4 foot high shall be braced with a minimum 2 x 6 horizontal strong back installed at midpoint of the vertical height of the gable end wall. Minimum 2 x 4 diagonal bracing not to exceed 45 degrees or 4 feet OC shall be installed on top of strong back and face nailed with 4-10d nails into side of gable wall framing studs. In addition, when ceiling joists run parallel to the gable end wall, a minimum 2 x 4 x 8 brace shall be installed at maximum 6 feet OC on top of ceiling joists and gable top plate nailed with 2-10d nails at each support. Metal 20 gauge straps shall be installed on top of 2 x 4 lateral brace and over gable top plate into stub below using 10-8d nails top and bottom. Install minimum 2 x 4 bracing under lateral braces adjacent to gable wall.
2. Wood structural panels with a minimum thickness of 7/16 inch (11 mm) and a maximum span of 8 feet (2438 mm) shall be permitted for opening protection in one and two-story buildings. Panels shall be precut and attached to the framing surrounding the opening containing the product with the glazed opening. Panels shall be predrilled as required for the anchorage method and shall be secured with the attachment hardware provided. Attachments shall be designed to resist the component and cladding loads determined in accordance with either Table R301.2(2) (See International Residential Code 2012) or ASCE 7, with the permanent corrosion-resistant attachment hardware provided and anchors permanently installed on the building. Attachment in accordance with Table R301.2.1.2 is permitted for building with a mean roof height of 33 feet (10 058 mm) or less where in Wind Zones 1 and 2 in accordance with figure R301.2(4)C. *(Plyox clips are not allowed)*



**TABLE R301.2.1.2**  
**WINDBORNE DEBRIS PRETECTION FASTENING**  
**SCHEDULE FOR WOOD STRUCTURAL PANELS a,b,c,d**

FASTENER TYPE	Panel span $\leq$ 4 feet	4 feet < panel span $\leq$ 6 feet	6 feet < panel span $\leq$ 8 feet
No. 8 wood screw based anchor with 2-inch embedment length	16	10	8
No. 10 wood screw based anchor with 2-inch embedment length	16	12	9
¼ inch lag screw based anchor with 2-inch embedment length	16	16	16

Sor SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound = 4.448N, 1 mile per hour = 0.447 m/s.

- a. This table is based on 130 mph wind speeds and a 33 foot mean roof height.
  - b. Fasteners shall be installed as opposing ends of the wood structural panel. Fasteners shall be located a minimum of 1 inch from the edge of the panel.
  - c. Anchors shall penetrate through exterior wall covering with an embedment length of 2 inches minimum into the building frame. Fasteners shall be located a minimum of 2-1/2 inches from the edge of concrete block or concrete.
  - d. Where panels are attached to masonry or masonry/stucco, they shall be attached using vibration-resistant anchors having a minimum ultimate withdrawal capacity of 1500 pounds.
3. Garage doors shall be rated to or above the applicable wind design load.
  4. Wood frame chimney chases shall be structurally connected to rafters and/or ceiling joists. The attachment must be detailed in the plans or must meet the following minimum requirements:
 

Each corner of the chimney structure must have a tension strap fastened to the corner stud and continues downward to the roof and/or ceiling support members below. The tension strap must have a minimum tension capacity of 700 lbs. at each end.

Chimney framing shall be sheathed with minimum 7/16 inch structural panel on exterior four sides.

The base perimeters of chimney framing must be continuously supported by minimum 2 x 4 blocking fastened to roof framing members with joist hangers.

5. Exterior and Interior Shear walls and/or braced wall panel locations shall be indicated on the plans and shall be nailed in accordance with the engineered drawings but no less than 6 inches OC maximum intermediate and edge using 8d irregular shank (i.e., ring shank or spiral) nails with full round heads. All exterior walls and gable ends shall be fully sheathed with structural sheathing.

## ROOF COVERINGS

### ASPHALT SHINGLES – REQUIREMENTS

Wind Speed	Shingle Testing Standard/Classification
110 mph	ASTM D3161 (Class F) or ASTM D7158 Class F, G or H
120 mph	ASTM D7158 Class G or H
130 mph	ASTM D7158 Class H

1. Asphalt shingles shall be installed according to the manufacturer recommended listed installation instructions for High Wind areas with minimum 6 nails.
2. All Asphalt shingle roof covering underlayment shall be of a synthetic tear resistant Polypropylene, polyester or fiberglass fabric certified by an approved testing agency or ICC-ES report. The Building Official may approve an equal or higher performing product. Asphalt felt roofing underlayment shall not be installed as a roof covering underlayment.
  - a. Roof underlayment shall be installed and fastened in accordance with the Manufacturer's installation instructions. NOTE – Most Manufacturers' do not allow staples as an approved fastener or staple button caps
3. Metal roof covering shall be fastened to roof assembly with a maximum 2 foot OC spacing of fasteners in the length dimensions of the panels. Minimum Number of fasteners in width dimension of the panel shall be no less than 4.
4. 2 x 4 wood purlins for attachment of metal roof coverings shall be a maximum 2 feet OC. Wood purlins shall be nailed with a maximum two deformed (spiral, ring shank) #16D nails at maximum of 24 inches OC.
5. Roof decks shall be nailed in accordance with the engineered drawings but no less than 6 inches OC maximum intermediate and edge, with minimum 8d irregular shank (i.e., ring shank or spiral) nails with full round heads. Staples are not permitted for fastening of the roof decking.
6. All Aluminum/Vinyl Soffit covering shall be attached to minimum 7/16 OSB or plywood or minimum 2 x 2 wood supports 8 inches OC maximum.

7. Roof deck sheathing seams shall be taped with minimum 4" Peel and Stick tape meeting ASTM D-1970, or sheathing seams and each side of roof support shall be sealed with closed cell foam meeting ASTM D-1622, other equal or greater methods may be approved by the Building Official.
8. Replacement of roof covering and underlayment of existing One and Two Family dwellings shall require a re-roofing permit from the Baldwin County Building Inspection Department. All roof coverings and underlayment shall be removed and any roof decking attached with staples or nailing pattern less than 6" O.C. edge and 6" O.C. intermediate shall be renailed with #8 ring shank nails to meet 6" O.C. edge and intermediate. Roof deck seams shall be taped with a minimum 4" Pell and Stick tape meeting ASTM D-1970 to achieve a sealed roof deck or closed cell foam meeting ASTM D-1622 may be applied underneath to each side of framing member and sheathing seams. A re-roofing permit fee will be \$50.00.

## **ENERGY**

1. Attic: minimum insulation R-38 Wall: minimum insulation R-13 floor: minimum insulation R-13
2. Batt insulation shall be cut neatly to fit around pipes and wires or be placed behind piping & wiring
  - a) Staple insulation to face of stud
3. Air permeable insulation shall not be used as a sealing material
4. Space between windows & door jams to be sealed
5. Corners, headers & sill plates shall be sealed
6. Rim joists are to be insulated
7. A continuous air barrier shall be installed in the building envelope
8. Break or joints in the air barrier shall be sealed (taped)
9. Access openings to un-airconditioned spaces shall be sealed (weather stripping)
10. Building cavities shall not be used as ducts or plenums
11. Programmable thermostat shall be used
12. A minimum of 75% of lights used shall be of high efficacy
13. Recessed light fixtures shall be sealed to be airtight.
14. U factor of 40 must be used and also SHGC of .25 for windows.
15. At the time of rough-in inspection Peel and Stick aluminum backed tape or other approved material shall be applied to all edges of all windows to prevent air exchange.
16. All holes interior and exterior wall top plates shall be sealed with caulking or expandable foam.
17. Space around plumbing pipes penetrating interior or exterior wall top plates shall be sealed with caulking or expandable foam.

**The Baldwin county Building Inspection Department may at any time inspect for compliance for items above.**

## PLUMBING

1. Pex supply piping shall be inspected at working water pressure, minimum Pressure shall be 50 lbs.
2. Potable water supply at working pressure shall be connected to supply piping at time of inspection
3. Top out plumbing inspection shall be preformed with Electrical, HVAC and Framing inspection
4. The Contractor responsible for construction shall call in for all 4-way inspections.
5. All Bathtubs and showers shall be connected to the drain waste and vent system at the time of top out inspection. ***Exception: Whirlpool and Garden tubs may be installed after top out inspection. The trap servicing the whirlpool and garden tub shall be installed at the time of inspection.***

## HVAC

1. Air Handler's return air filters shall have a minimum one square inch of filter for every 2 CFM of air the HVAC moves. This equals 400 CFM per ton of AC capacity. ***Example: A 3 ton system will require a minimum of 600 square inch of return air filter area.***
2. Contractor shall provide number of AC units and tonnage of each unit to this department before the rough in inspection.
3. The maximum length of flexible duct allowable in any application shall be limited to 12 feet. Any duct run longer than 12 feet shall be same size snap lock pipe or equal. ***Exception: Flexible duct may exceed the 12 feet maximum length provided a Manual D and Manual J depicting supply air CFM, duct size length and layout of system are provided to this Department before rough in inspection is scheduled.***
4. All 90 degree turns, elbows, tees or taps in rectangular duct construction with the exception of transfer duct shall have turn vanes or 2-piece 45 degree or 3-piece 90 degree elbow, 90 degree turns shall be of a long sweep design.
5. Each branch shall have a balancing damper with locking quadrant. Locations that are not accessible do not require a balancing damper.
6. All insulation shall have a continuous vapor barrier by means of same material "glass fabric tape".
7. All duct seams, joints and connections shall be sealed with sealer/mastic to prevent air leakage.
8. All duct board seams and joints shall be stapled a *maximum 2 inches OC* in addition to tape and sealer.
9. On all new construction rough ins, refrigerant tubing must be soldered closed to an air tight seal.
10. Excess plenums above the Air Handler shall not be allowed, unless Manual D

documentation of compliance is provide to this Department.

11. Secondary plenums shall not be allowed, unless Manual D documentation of compliance is provided to this Department.
12. Primary contractors are responsible to insure the design of the house will accommodate compliance with the adopted codes

## **MODULAR HOMES**

1. Submit AMHC (Alabama Manufactured Home Commission) stamped plans.
2. Modular Homes shall be certified by an Alabama Registered Engineer to meet adopted wind loads.
3. Submit foundation plans and anchorage to foundation plan. Shall equal or exceed local adopted codes.
4. And other on-site construction shall require a separate permit by the Building Inspection Department.
5. Modular Homes shall be required to have a Final Inspection after exterior of structure and any on-site construction are complete.
6. Modular Homes shall be installed as per the engineered installation instructions
7. Modular Homes shall be inspected for compliane with engineered instructions and any applicable current local adopted codes.
8. In factory construction and components are not the responsibility of the Baldwin County Building Inspection Department.
9. Existing houses that are moved from one site to another shall comply with Items 3, 4 & 5 and require a Final Inspection. Any new construction shall be in compliance with current adopted codes.

## **FLOOD ZONES**

1. One and Two Single family dwelling construction in a designated AE or VE flood zone shall require stamped and sealed Engineer plans for structural components and applicable wind loads.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1213, **Version:** 1

**Item #:** G1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

---

### ITEM TITLE

2018-2019 Municipal Separate Storm Sewer Systems (MS4) Annual Report

### STAFF RECOMMENDATION

Authorize the County Commission Chairman to sign the Signatory Page for the 2018-2019 MS4 Annual Report

### BACKGROUND INFORMATION

**Previous Commission action/date:** May 15, 2018

**Background:** In accordance with its MS4 permit, Baldwin County is required to submit an annual report which summarizes the County's activities of the previous year. The report includes a signatory page which must be signed by the County Commission Chairman. Staff therefore respectfully requests that the County Commission authorize the Chairman to sign the signatory page. A copy is attached for the convenience of the Commission.

The Annual Report is due to Alabama Department of Environmental Management (ADEM) no later than May 31, 2019. Copies of the entire report, including attachments, will be available at that time. A copy will also be posted on the Planning and Zoning Department web site.

### FINANCIAL IMPACT

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

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

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

### LEGAL IMPACT

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

N/A

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

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

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

Forward MS4 Signatory Page to the Planning and Zoning Department after obtaining the signature of the County Commission Chairman.

**Additional instructions/notes:** Planning and Zoning Department - Complete the 2018-2019 MS4 Annual Report and send to ADEM.



# 1. General Information

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## 1.1. Signatory Requirements

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Charles F. Gruber  
Name

Commission Chairman  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Address: Baldwin County Commission  
Baldwin County Administration Building  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

Phone: (251) 937-0264

Fax: (251) 580-2500





# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1223, **Version:** 1

**Item #:** G2

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Vince Jackson, Planning Director/Mike Howell, Building Official

**Submitted by:** Vince Jackson, Planning Director

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### ITEM TITLE

Baldwin County Flood Hazard Management Plan

### STAFF RECOMMENDATION

Adopt the Baldwin County Flood Hazard Management Plan.

### BACKGROUND INFORMATION

**Previous Commission action/date:** May 3, 2016, June 22, 2017, July 18, 2017, October 3, 2017, December 5, 2017, and June 19, 2018

**Background:** On May 3, 2016, the County Commission authorized the Building Official, the Emergency Management Agency (EMA) Director and the EMA Planning and Grants Coordinator to submit a planning grant application requesting \$25,000.00 in federal share funds, with the 25% cost match being met by local in-kind services, for the creation of an updated floodplain management plan covering the unincorporated areas of Baldwin County.

The Floodplain Management Plan Agreement (FMA-PL-04-AL-2016-001) with the U.S. Department of Homeland Security in the amount of \$24,999.99 for the Baldwin County Emergency Management Agency through the Baldwin County Commission, was accepted on June 22, 2017.

Wood Environment & Infrastructure Solutions, Inc. was subsequently selected to assist County staff in the development of the revised plan. Work began in early January of 2018.

The previous Flood Hazard Management Plan was adopted in 2000, but was not been updated. Baldwin County participates in the National Flood Insurance Program Community Rating System (CRS). This program enables the County to earn points for its flood hazard mitigation efforts with the result being reduced flood insurance rates for the citizens of Baldwin County. A Flood Hazard Management Plan is required as part of the CRS program.

The revised plan addresses flood hazards and was developed in accordance with CRS requirements. It is a single jurisdiction plan which geographically covers only the unincorporated area of Baldwin County. The County must review and revise the plan to reflect changes in development progress and

local mitigation efforts, and resubmit it for approval within five (5) years to continue to be eligible for mitigation project grant funding. This plan has been prepared to meet this requirement.

Opportunities for public comment on the updated plan were provided by the posting of the draft plan on the Building Inspection Department web site, and at the January 3, 2019, meeting of the of the Baldwin County Planning and Zoning Commission.

On April 4, 2019, a letter was issued by FEMA confirming completion of a review of the draft plan and providing a determination that the plan is now compliant with Federal requirements subject to formal community adoption. A copy of the letter is attached.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** EMA Planning and Grants Coordinator

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Submit adoption resolution to FEMA for issuance of final approval letter.

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



# Baldwin County, Alabama Flood Hazard Management Plan



*Prepared by:*

Wood Environment & Infrastructure Solutions, Inc.  
Hazard Mitigation and Emergency Management Program

**wood.**

# **Baldwin County**

## **Flood Hazard Management Plan**



Developed by Baldwin County with professional planning assistance from  
Wood Environment & Infrastructure Solutions, Inc.



# SPECIAL THANKS AND ACKNOWLEDGEMENTS

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## Baldwin County Floodplain Management Planning Committee

Name	Representing
Howell, Mike	Building Inspector Baldwin County Building Inspection Department
Nelson, Kim	Baldwin County Building Inspection Department
Hart, DJ	Planning & Zoning Department
Forsman, Jennifer	Baldwin County Emergency Management Agency
Summerville, Peggy	Citizen Member
Swann, Roberta Arena	Citizen Member, Mobile Bay National Estuary Program
Sims, Mitchell	Citizen Member
Bush, Johnny	Citizen Member





## EXECUTIVE SUMMARY

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The purpose of flood hazard management planning is to reduce or eliminate risk to people and property from flood hazards. Baldwin County, Alabama, has prepared this *Flood Hazard Management Plan Update* to better protect the people and property of the unincorporated areas of the County from the effects of flood hazard events. Every community faces different hazards and every community has different resources to draw upon in combating problems along with different interests that influence the solutions to those problems. Because there are many ways to deal with flood hazards and many agencies that can help, there is no one solution for managing or mitigating their effects. Planning is one of the best ways to develop a customized program that will mitigate the impacts of flood hazards while taking into account the unique character of a community. The plan provides a framework for all interested parties to work together and reach consensus on how to move forward. A well-prepared Flood Hazard Management Plan will ensure that all possible activities are reviewed and implemented so that the problem is addressed by the most appropriate and efficient solutions. It can also ensure that activities are coordinated with each other and with other goals and activities, preventing conflicts and reducing the costs of implementing each individual activity.

Baldwin County followed the planning process prescribed by the Federal Emergency Management Agency (FEMA), and this plan was developed under the guidance of a Floodplain Management Planning Committee (FMPC) comprised of representatives of County Departments, citizens and other stakeholders. The FMPC conducted a risk assessment that identified and profiled flood hazards that pose a risk to unincorporated Baldwin County, assessed the County's vulnerability to these hazards, and examined the capabilities in place to mitigate them. The flood hazards profiled in this plan include:

- Flood: 100-/500-year
- Flood: Stormwater/Localized Flooding
- Hurricane and Tropical Storms (including storm surge)
- Coastal Bank Erosion
- Dam/Levee Failure
- Changing Future Conditions and Sea Level Rise

This plan identifies activities that can be undertaken to reduce safety hazards, health hazards, and property damage caused by floods. Based on the risk assessment developed for each of the flood hazards identified above, the FMPC identified goals for reducing the County's vulnerability to the hazards. The goals and objectives are summarized as follows:

- **Goal 1: Reduce the vulnerability of the people, property, environment, and economy of unincorporated Baldwin County to the impacts of flood hazards.**



- **Goal 2: Strengthen protection critical facilities and infrastructure from flood hazards to create a safer, more sustainable community.**
- **Goal 3: Increase citizen awareness and preparedness by providing information describing all types of flood hazards, flood insurance, methods for preventing flood damage, and how to respond.**
- **Goal 4: Maintain and enhance the County's ability to manage a comprehensive flood hazard program.**

To meet the identified goals, the plan recommends the mitigation actions summarized in the table on the following pages. The FMPC also developed an implementation plan for each action, which identifies priority level, background information, ideas for implementation, responsible agency, timeline, cost estimate, potential funding sources, and more. These additional details are provided in Chapter 4.

The *Baldwin County Flood Hazard Management Plan Update* has been formally adopted by the associated County Commissions and will be updated within a five-year time frame.

**Table I. Mitigation Action Matrix**

Action	FMPC Priority	Goals Addressed	Address Current Development	Address Future Development	Continued Compliance with NFIP	Mitigation Category
Strictly administer existing flood hazard regulations (Flood Damage Prevention Ordinance) and review said regulations to determine their adequacy and whether revisions are needed.	High	1,2	X	X	X	Prevention
Provide annual notification of flood hazard determination service to lending institutions, insurance companies, real estate companies and title insurance companies.	High	3	X		X	Public Education and Awareness
Distribute outreach materials to floodplain residents at county offices and special events.	High	3	X		X	Public Education and Awareness
Develop Program for Public Information (PPI) to Increase citizen awareness and preparedness by providing information describing all types of flood hazards, flood insurance, methods for preventing flood damage, and how to protect their property. Coordinate and consolidate outreach measures identified in the local hazard mitigation plan.	High	3	X		X	Public Education and Awareness
In coordination with the Local Emergency Planning Committee (LEPC), prepare and adopt a local disaster recovery plan to aid in the recovery of flood hazard events.	High	1,2	X		X	Emergency Services
Continue to comply with the NPDES permitting requirements and insist on compliance by the development community.	Med	1,2		X	X	Prevention
Assure compliance with the existing stormwater and erosion control measures contained in the zoning and subdivision regulations.	Med	1		X	X	Prevention
Continue program to pave County dirt roads giving priority to dirt roads with known erosion problems.	Med	2	X	X	X	Structural
Research the feasibility of establishing and funding a stream maintenance and restoration program and pursue appropriate action.	Med	1	X	X	X	Natural Resource Protection
Continue participation in the CRS program to reduce flood hazards.	Med	1,2	X	X	X	Prevention





Action	FMPC Priority	Goals Addressed	Address Current Development	Address Future Development	Continued Compliance with NFIP	Mitigation Category
Continue to assist unincorporated areas to implement planning and zoning in accordance with the provisions of Act No. 91-719, as amended.	Med	1,2		X	X	Prevention
Assure compliance with the wetlands protection provisions contained in the zoning and subdivision regulations and utilize the ADID study findings in the land development review process.	Med	1		X	X	Prevention
Continue to review and comment upon ADEM and COE permit applications for dredge and fill.	Med	4	X	X	X	Prevention
Continue participation in the FEMA hazard mitigation program to purchase properties which repeatedly flood.	Med	1	X		X	Property Protection
Identify significant open space and wetland resources and pursue public and private grants for purchase as appropriate.	Med	1	X	X	X	Natural Resource Protection
Continue to coordinate flood hazard activities with state and federal environmental agencies including Health Department, ADCNR, ADEM, EPA, NRCS, FEMA, USFWS and COE.	Med	4	X	X	X	Prevention
Continue to coordinate flood hazard activities with municipal governments involved in flood hazard management.	Med	4	X	X	X	Prevention
Utilize the County's geographic information system (GIS) to identify and protect flood hazard areas.	Med	1,2	X	X	X	Prevention
Maintain an inventory of county-maintained roads and bridges which become partially or wholly submerged during rainfall events.	Med	2	X	X	X	Prevention
Research and evaluate the impact of a buyout only hazard mitigation program within the floodway and pursue appropriate action.	Med	1	X		X	Property Protection
Strengthen flood warning activities by developing programs including a flood threat recognition system, flood prediction models and a system to disseminate flood warnings to the public.	Med	1,3	X	X	X	Emergency Services



Action	FMPC Priority	Goals Addressed	Address Current Development	Address Future Development	Continued Compliance with NFIP	Mitigation Category
Through continued coordination with US Fish and Wildlife and the Alabama Dept of Conservation & Natural Resources, Baldwin County will continue to examine the appropriate use of sediment-trapping vegetation, sediment mounds, etc., in addressing the impacts of coastal erosion.	Med	4	X	X	X	Natural Resource Protection
Coordinate with the Baldwin County Local Hazard Mitigation	Med	1,2,3,4	X	X	X	Prevention
Review location of repetitive loss properties, define repetitive loss areas (RL and neighboring properties), and develop repetitive loss area analyses to provide more specific guidance on how to reduce damage from repetitive flooding.	Low	1	X		X	Property Protection
Train local Baldwin staff with specific EMI retrofitting and floodproofing courses to provide technical assistance to homeowners, builders, and developers on flood protection alternatives. Advertise service on Baldwin County Website.	Low	4	X		X	Property Protection



The following table provides the 10-step CRS planning credit activity checklist and the section/page number within this plan that describes the completion of each planning step in more detail.

**Table 2. CRS Planning Credit Activity Checklist**

CRS Step	Section/Page
<b>Step 1. Organize to Prepare the Plan</b>	
a. Involvement of office responsible for community planning	Section 1.3.4, Pg.1.11-1.13
b. Planning committee of department staff	Section 1.3.4, Pg.1.11-1.13
c. Process formally created by the community's governing board	Section 1.3.4, Pg.1.11-1.13 Appendix B
<b>Step 2. Involve the public</b>	
a. Planning process conducted through a planning committee	Section 1.3.4, Pg.1.13-1.16
b. Public meetings held at the beginning of the planning process	Section 1.3.4, Pg.1.13-1.16
c. Public meeting held on draft plan	Section 1.3.4, Pg.1.13-1.16
d. Other public information activities to encourage input	Section 1.3.4, Pg.1.13-1.16 Appendix B
<b>Step 3. Coordinate with Other Agencies</b>	
a. Review of existing studies and plans	Section 1.3.4, Pg.1.16-1.19
b. Coordinating with communities and other agencies	Section 1.3.4, Pg.1.16-1.19
<b>Step 4. Assess the hazard(s)</b>	
a. Plan includes an assessment of the flood hazard with:	
(1) A map of known flood hazards	Figure 3.2, Pg. 3.14
(2) A description of known flood hazard	Section 3.2.1, Pg. 3.9-3.17
(3) A discussion of past floods	Section 3.2.1, Pg. 3.17-3.21
b. Plan includes assessment of less frequent floods	Sections 3.2.2 – 3.2.7
c. Plan includes assessment of areas likely to flood	Section 3.2.1, Pg. 3.22
d. The plan describes other natural hazards	N/A
<b>Step 5. Assess the problem(s)</b>	
a. Summary of each hazard identified in the hazard assessment and their community impact	Section 3.3.3, Pg. 3.60
b. Description of the impact of the hazards on:	
(1) Life, safety, health, procedures for warning and evacuation	Section 3.3.3, Pg. 3.60-3.66
(2) Public health including health hazards to floodwaters/mold	Section 3.3.3, Pg. 3.60-3.66
(3) Critical facilities and infrastructure	Section 3.3.3, Pg. 3.60-3.66
(4) The community's economy and tax base	Section 3.3.3, Pg. 3.60-3.66
(5) Number and type of affected buildings	Section 3.3.3, Pg. 3.60-3.66
c. Review of all damaged buildings/flood insurance claims	Section 3.3.3, Pg. 3.60-3.66
d. Areas that provide natural floodplain functions	Section 3.3.3, Pg. 3.60-3.66
e. Development/redevelopment/Population Trends	Section 3.3.3, Pg. 3.60-3.66
f. Impact of future flooding conditions outline in Step 4, item c	Section 3.3.3, Pg. 3.60-3.66
<b>Step 6. Set goals</b>	
	Section 4.1, Pg. 4.1
<b>Step 7. Review possible activities</b>	
a. Preventive activities	Section 4.2, Pg. 4.2; Table 4.3
b. Floodplain Management Regulatory/current & future conditions	Section 4.2, Pg. 4.2; Table 4.3
c. Property protection activities	Section 4.2, Pg. 4.2; Table 4.3
d. Natural resource protection activities	Section 4.2, Pg. 4.2; Table 4.3



CRS Step	Section/Page
e. Emergency services activities	Section 4.2, Pg. 4.2; Table 4.3
f. Structural projects	Section 4.2, Pg. 4.2; Table 4.3
g. Public information activities	Section 4.2, Pg. 4.2; Table 4.3
<b>Step 8. Draft an action plan</b>	
a. Actions must be prioritized	
(1) Recommendations for activities from 2 of the 6 categories	
(2) Recommendations for activities from 3 of the 6 categories	
(3) Recommendations for activities from 4 of the 6 categories	
(4) Recommendations for activities from 5 of the 6 categories	Section 4.3, Pg. 4.3-4.12
b. Post-disaster mitigation policies and procedures	Section 4.3, Pg. 4.3-4.12
c. Action items for mitigation of other hazards	N/A
<b>Step 9. Adopt the plan</b>	
	Section 1.3.7, Pg. 1.20 Appendix A
<b>Step 10. Implement, evaluate, revise</b>	
a. Procedures to monitor and recommend revisions	Chapter 5, Pg. 5.1-5.7
b. Same planning committee or successor committee that qualifies under Section 511.a.2 (a) does the evaluation	Section 5.2.1, Pg. 5.1-5.2



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- Appendix A: Adoption Resolutions**
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- Appendix C: Mitigation Action Alternatives**



# 1 INTRODUCTION AND PLANNING PROCESS

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## 1.1 Purpose

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Baldwin County prepared this flood hazard management plan update to guide flood hazard mitigation planning to better protect the people and property of the unincorporated areas of Baldwin County from the effects of flood hazard events. This plan update demonstrates the communities' commitment to reducing risks from flood hazards and serves as a tool to help decision makers direct mitigation activities and resources.

The four goals of the *Baldwin County Flood Hazard Management Plan* are the following:

**Goal 1: Reduce the vulnerability of the people, property, environment, and economy of unincorporated Baldwin County to the impacts of flood hazards.**

**Goal 2: Strengthen protection critical facilities and infrastructure from flood hazards to create a safer, more sustainable community.**

**Goal 3: Increase citizen awareness and preparedness by providing information describing all types of flood hazards, flood insurance, methods for preventing flood damage, and how to respond.**

**Goal 4: Maintain and enhance the County's ability to manage a comprehensive flood hazard program.**

This Plan was developed in a joint and cooperative venture by members of a Floodplain Mitigation Planning Committee (FMPC) which included representatives of County departments, federal and state agencies, citizens and other stakeholders. This Plan will ensure Baldwin County's continued eligibility for federal disaster assistance including the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation Program (PDM), and the Flood Mitigation Assistance Program (FMA). This Plan has been prepared in compliance with Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act or the Act), 42 U.S. C. 5165, enacted under Section 104 of the Disaster Mitigation Act of 2000, (DMA 2000) Public Law 106-390 of October 30, 2000, as implemented at CFR 201.6 and 201.7 dated October 2007.

Baldwin County currently participants in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) and, having more than 50 repetitive loss properties, are required to prepare and maintain a floodplain management plan (FPM). This flood hazard management plan addresses the flood hazard and was developed in accordance with the CRS FPM planning requirements.

The CRS program recognizes and encourages community floodplain management activities that exceed the minimum requirements of the NFIP. Under the CRS program,



flood insurance premium rates are discounted to reflect the reduced flood risk resulting from community activities that (1) reduce flood losses, (2) facilitate accurate insurance ratings, and (3) promote the awareness of flood insurance.

Baldwin County entered the CRS program in 1995 and currently qualifies for a class 7 rating. With the class 7 rating, owners of property within the Special Flood Hazard Area (SFHA) of unincorporated Baldwin County receive a 15-percent discount on flood insurance premiums. In addition, homeowners in non-SFHA's receive a 5-percent discount of flood insurance premiums. Table 1.1 below presents the relationship of CRS class ratings and insurance premium discounts.

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**Table 1.1. CRS Classes, Credit Points, and Premium Discounts**

CRS Class	Credit Points	Flood Insurance Premium Discount	
		In SFHA <sup>1</sup>	Outside SFHA
1	4,500+	45%	10%
2	4,000-4,499	40%	10%
3	3,500-3,999	35%	10%
4	3,000-3,499	30%	10%
5	2,500-2,999	25%	10%
6	2,000-2,499	20%	10%
7	1,500-1,999	15%	5%
8	1,000-1,499	10%	5%
9	500-999	5%	5%
10	0-499	0%	0%

1 – SFHA, Special Flood Hazard Area; the floodplain delineated on the FIRM as A Zones and V Zones

In addition to reduced flood insurance rates, citizens of unincorporated Baldwin County benefit from the CRS program through:

- Enhanced public safety, reduction in damage to property and public infrastructure, avoidance of economic disruption and losses, reduction in human suffering, and protection of the environment provided by the credited flood protection activities.
- Increased outreach activities focused on flood risk enabling citizens to evaluate their individual vulnerabilities, and take action to protect themselves, as well as their homes and businesses.
- Training and technical assistance for Baldwin County staff in designing and implementing credited flood protection activities.





## 1.2 Background and Scope

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Each year in the United States, natural disasters take the lives of hundreds of people and injure thousands more. Nationwide, taxpayers pay billions of dollars annually to help communities, organizations, businesses, and individuals recover from disasters. These monies only partially reflect the true cost of disasters, because additional expenses to insurance companies and nongovernmental organizations are not reimbursed by tax dollars. Many natural disasters are predictable, and much of the damage caused by these events can be alleviated or even eliminated.

Hazard mitigation is defined by FEMA as “**any sustained action taken to reduce or eliminate long-term risk to human life and property from a hazard event.**” The National Institute of Building Sciences issued *Natural Hazard Mitigation Saves: 2017 Interim Report*. The Institute's project team looked at the results of 23 years of federally funded mitigation grants provided by the Federal Emergency Management Agency (FEMA), U.S. Economic Development Administration (EDA) and U.S. Department of Housing and Urban Development (HUD) and found mitigation funding **can save the nation \$6 in future disaster costs, for every \$1 spent** on hazard mitigation; and **save \$7 in future riverine disaster costs, for every \$1 spent** on hazard mitigation

Hazard mitigation planning is the process through which hazards that threaten communities are identified, likely impacts of those hazards are determined, mitigation goals are set, and appropriate strategies to lessen impacts are determined, prioritized, and implemented. This plan documents Baldwin County's flood hazard mitigation planning process and identifies relevant hazards, vulnerabilities, and strategies the County and participating jurisdictions will use to decrease vulnerability and increase resiliency and sustainability in the planning area.

The *Baldwin County Flood Hazard Management Plan* is a single-jurisdictional plan that geographically covers the unincorporated areas of Baldwin County (hereinafter referred to as the planning area).

Information in this plan will be used to help guide and coordinate mitigation activities and decisions for local land use policy in the future. Proactive mitigation planning will help reduce the cost of disaster response and recovery to communities and their residents by protecting critical community facilities, reducing liability exposure, and minimizing overall community impacts and disruptions. The planning area has been affected by hazards in the past and the participating jurisdictions are therefore committed to reducing future impacts from hazard events and becoming eligible for mitigation-related federal funding.



## 1.3 Planning Process

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**Requirements §201.6(d)(3): A local jurisdiction must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval within 5 years in order to continue to be eligible for mitigation project grant funding.**

The 2000 Flood Hazard Management Plan for Baldwin County Unincorporated Areas contained a risk assessment of identified hazards for the County and a mitigation strategy to address the risk and vulnerability from these hazards. Since adoption of the plan by the Baldwin County Commission, much progress has been made by the County on implementation of the mitigation strategy. This chapter includes an overview of the approach to updating the plan, identifies new analyses and information included in this plan update, and highlights key mitigation successes.

### 1.3.1 What's New in the Plan

This FHMP update involved a comprehensive review, reorganization and update of each section of the 2000 plan and includes an assessment of the success of the County in evaluating, monitoring and implementing the mitigation strategy outlined in the initial plan. Only the information and data still valid from the 2000 plan was carried forward as applicable into this FHMP update.

Within Section 5.0, implementation and maintenance of this plan update identifies key requirements for updating future plans:

- Consider changes in vulnerability due to action implementation;
- Document success stories where mitigation efforts have proven effective;
- Document areas where mitigation actions were not effective;
- Document any new hazards that may arise or were previously overlooked;
- Incorporate new data or studies on hazards and risks;
- Incorporate new capabilities or changes in capabilities;
- Incorporate growth and development-related changes to inventories; and
- Incorporate new action recommendations or changes in action prioritization.

These requirements and others as detailed throughout this plan were also addressed during this plan update process. New information and analyses contained in this plan update include the following:

- Increased flood risk analysis based on the new FIRM and the most recent Tax Assessor's Data.
- Increased discussion of hurricane, including a greater discussion of storm surge and its effects on the County.



- The Changing Future Conditions hazard, with a focus on sea level rise (SLR), was included as a separate hazard. An in-depth literature search was completed and the SLR impacts to the County were analyzed.
- GIS was used, to the extent data allowed, to analyze all priority hazards as part of the vulnerability assessment. This involved utilizing mapped hazard data, combined with the County parcel data.
- Populations at risk to identified hazards were identified utilizing GIS and 2010 Census data.
- Assets at risk were identified by property type, and values of properties included based on data from the County Tax Assessor's Database.
- The discussion on growth and development trends was enhanced utilizing 2010 Census data.
- Hazard impacts to future development were analyzed through the development of future development maps and tables by property type based on the County assessor's data.
- Critical facilities were analyzed for all mapped priority hazards. Maps of critical facilities at risk to identified hazards were included in this Update.
- Enhanced public outreach and agency coordination efforts were conducted throughout the plan update process in order to meet the more rigorous requirements of CRS.

### **1.3.2 2000 FHMP Mitigation Strategy Status and Successes**

The 2000 mitigation strategy contained 34 separate mitigation actions. Of these 34 actions, 11 have been completed, 19 are ongoing, and 4 have not yet been started due to a variety of reasons such changes in priorities, lack of funding, or changes to the projects themselves. The 19 ongoing projects are still considered viable and will be carried forward in this plan. More detail on these projects can be found in Chapter 4. The status of the 2000 mitigation actions are shown in Table 1.2 below.



**Table 1.2. 2000 Mitigation Actions and Status Summary**

Action	Status			Progress
	Complete	Ongoing	Not Yet Started	
1a. Continue to comply with the NPDES permitting requirements and insist on compliance by the development community.		X		Baldwin County continues to comply with NPDES Permit # ALR040042, annual reports and the Stormwater Management Program Plan are available on the community website: <a href="http://baldwincountyal.gov/departments/planning-zoning/stormwater">http://baldwincountyal.gov/departments/planning-zoning/stormwater</a>
1b. Assure compliance with the existing stormwater and erosion control measures contained in the zoning and subdivision regulations.		X		The Planning and Zoning Department continues to implement zoning and subdivision regulations in unincorporated Baldwin County
1c. Continue program to pave County dirt roads giving priority to dirt roads with known erosion problems.		X		The Baldwin County Highway Department continues to maintain over 500 miles of dirt roads throughout the County. Since 2012, the Baldwin County Highway Department has constructed and paved approximately 120 miles of County maintained dirt roads with County crews. The Highway Department will continue this service with the number of miles paved each year varied in accordance with available funding and other factors such as the weather.
1d. Complete the COE planning assistance drainage project and construct a demonstration regional drainage facility.			X	This proposed mitigation action did not have a positive benefit-cost ratio and will not be pursued further.
1e. Locate and inventory all existing stormwater detention facilities in the unincorporated area.			X	Baldwin County does not have legal authority to enforce maintenance of detention facilities on private land.
1f. Evaluate current annual drainage system maintenance program to determine its' effectiveness and propose program changes as necessary.	X			The Highway Department continues to maintain infrastructure in Baldwin County.
1g. Research the feasibility of a storm water utility to maintain drainage facilities and pursue appropriate action.			X	The storm water utility (Rain Tax) did not have public support.
1h. Research the feasibility of establishing and funding a stream maintenance and restoration program and pursue appropriate action.		X		Baldwin County will continue to partner with the Alabama Gulf Coast Recovery Council (AGCRC) and participate in Alabama's Multiyear Implementation Plan (MIP) for various stream restoration and conservation projects.
1i. Seek legislative authority to prepare and adopt stormwater management and erosion control regulations as recommended in the Baldwin County Erosion Control Decision Maker's Guide.	X			Stormwater management and erosion control regulations are including in the local zoning ordinance: General Requirements <ul style="list-style-type: none"> <li>Section 12.1.7 – Stormwater Management</li> <li>Section 12.1.8 – Erosion Control</li> </ul> Design Standards <ul style="list-style-type: none"> <li>Section 13.11 – Stormwater Management</li> </ul> Section 13.12 – Erosion Control
2a. Continue participation in the CRS program to reduce flood hazards.		X		Baldwin County has voluntarily participated in the Community System Program since 1994 and as a result has reduced flood insurance policies 10% for flood prone areas, and 5% in areas not designated as flood prone. Baldwin County will continue to participate in the CRS program.
2b. Strictly administer existing flood hazard regulations (Flood Damage Prevention Ordinance) and review said regulations to determine their adequacy and whether revisions are needed.		X		Baldwin County continues to administer the local flood damage prevention ordinance, as available here: <a href="http://baldwincountyal.gov/docs/default-source/building-inspection/building-codes/bc_flood_damage_prevention_ordinance.pdf?sfvrsn=f1c9bf0c_6">http://baldwincountyal.gov/docs/default-source/building-inspection/building-codes/bc_flood_damage_prevention_ordinance.pdf?sfvrsn=f1c9bf0c_6</a>
2c. Strengthen the Flood Damage Prevention Ordinance by incorporating zoning measures into the regulations as authorized by the Comprehensive Land-Use Management in Flood-Prone Areas Act of 1971 (Section 11-19-1 et seq. Code of Alabama).			X	Baldwin County does not have legal authority to enforce landuse regulations in the unzoned areas of the County.
2d. Continue to assist unincorporated areas to implement planning and zoning in accordance with the provisions of Act No. 91-719, as amended.		X		The Planning and Zoning Department continues to implement zoning and subdivision regulations in unincorporated Baldwin County
2e. Provide public infrastructure in flood hazard areas consistent with that needed to support the density and intensity of development established through land use plans adopted per actions c and d above.	X			Baldwin County subdivision regulations include retention/detention design requirements for post-development discharge to be equal to or less than pre-development conditions for a 2, 5, 10, 25, 50 & 100 year storm event. Additionally, design standards for new road construction require culverts and bridges in the SFHA to carry the 100 year storm event; and outside of the SFTA to carry the 25-yr and 50-yr events, respectively.



Action	Status			Progress
	Complete	Ongoing	Not Yet Started	
3a. Assure compliance with the wetlands protection provisions contained in the zoning and subdivision regulations and utilize the ADID study findings in the land development review process.		X		Wetland protection regulations are addressed in the local zoning ordinance: Overlay Districts • Section 10.4 – Wetland Protection Overlay District And Subdivision Regulations Section 5.2.2 – Jurisdictional wetlands
3b. Continue to review and comment upon ADEM and COE permit applications for dredge and fill.		X		Baldwin County will continue to comply with State regulations for projects which include potential impacts to waterbottoms or the dredging and/or filling of wetlands which will require permits and/or certifications from ADEM, the U.S. Army Corps of Engineers(USACE), and, in some instances, the State Oil and Gas Board, and/or the ALDCNR-State Lands Division. State/federal regulatory requirements will not be included as mitigation actions in the updated Flood Hazard Management Plan.
3c. Implement ADID study recommendations including the recommendations to pursue the purchase and preservation of highly functioning wetlands and to encourage the participation in programs that may contribute to wetland conservation (i.e. National Conservation Wetland Grants, Forever Wild, Wetland Reserve Program, Conservation Reserve Program, and Partners for Fish and Wildlife).	X			Wetlands bank in coordination with the Highway Department
3d. Develop a countywide Wetlands Conservation Plan through comprehensive inventory and assessment of area wetland resources.	X			The Baldwin County Wetland Conservation Plan was completed in 2005: <a href="http://www.bvaenviro.com/Public/Figg%20Wolf%20Bay%20GIS/Baldwin%20Potential%20Wetlands/2005-05-17_BCWCP_Final_Summary_Document.pdf">http://www.bvaenviro.com/Public/Figg%20Wolf%20Bay%20GIS/Baldwin%20Potential%20Wetlands/2005-05-17_BCWCP_Final_Summary_Document.pdf</a> Wetlands are currently mapped countywide and maintained by the GIS department and noted in the subdivision regulations.
4a. Develop a program to accept and maintain conservation easements.	X			Conservation easements are included in the zoning regulations, Section 9.3.4.1; Section 11.4.3; and Section 11.5.5
4b. Continue participation in the FEMA hazard mitigation program to purchase properties which repeatedly flood.		X		Baldwin County has mitigated 67 properties within the County utilizing FEMA mitigation assistance funds and will continue to pursue funding in the future. Additionally, 32 properties have been mitigated through ICC funding.
4c. Identify significant open space and wetland resources and pursue public and private grants for purchase as appropriate.		X		In 2011, the Baldwin County Commission approved the purchase of a 589-acre tract of damaged wetlands along the Intracoastal Waterway in Bon Secour for \$1.8 million. The County will continue to seek opportunities in the future to purchase open space/wetlands.
4d. Complete the Baldwin County Parks, Public Access and Recreation Plan as Part 3 of the Baldwin County Master Plan.	X			Parks and Recreation are addressed in Chapter 3 of the current 2013 Baldwin County Master Plan.
5a. Continue to coordinate flood hazard activities with state and federal environmental agencies including Health Department, ADCNR, ADEM, EPA, NRCS, FEMA, USFWS and COE.		X		All agencies were contacted in the planning process for this Flood Hazard Management Plan update as stakeholders. Baldwin County will continue to coordinate with state and federal agencies for flood hazard activities.
5b. Continue to coordinate flood hazard activities with municipal governments involved in flood hazard management.		X		Neighboring communities were contacted in the planning process for this Flood Hazard Management Plan update as stakeholders. Baldwin County will continue to coordinate with local agencies for flood hazard activities.
5c. Utilize the County's geographic information system (GIS) to identify and protect flood hazard areas.		X		The effective FIRM layer is available on the Baldwin County GIS Map Viewer: <a href="http://isv.kcsgis.com/al.baldwin_revenue/">http://isv.kcsgis.com/al.baldwin_revenue/</a> GIS data was provided by Baldwin County in preparation of the risk assessment for this Flood Hazard Management Plan update.
5d. Develop and maintain an environmentally sensitive land use matrix in conjunction with the GIS as recommended in the Baldwin County Erosion Control Decision Maker's Guide.	X			As noted in 3d, wetlands are currently mapped countywide and maintained by the GIS department.
5e. Maintain an inventory of county-maintained roads and bridges which become partially or wholly submerged during rainfall events.		X		The Highway Department maintains an inventory of roads/bridges that are susceptible to flood events and provides signage and/or barriers during events to deter the public from using these roadways.
5f. Research and evaluate the impact of a buyout only hazard mitigation program within the floodway and pursue appropriate action.		X		Baldwin County has mitigated 67 properties within the County utilizing FEMA mitigation assistance funds and will continue to pursue funding in the future. Additionally, 32 properties have been mitigated through ICC funding.





Action	Status			Progress
	Complete	Ongoing	Not Yet Started	
6a. Coordinate with public libraries to maintain publications and materials about flood protection. Information available will include FIRM and Floodway Maps and an explanation of their use; flood insurance information; information on measures to protect buildings from flood damage and; information about floodplain management and flood hazard mitigation.	X			In accordance with CRS Activity 350, Flood Protection Information, Baldwin County maintains the latest versions of nine FEMA publications, as defined in the CRS Coordinator's Manual, cataloged and available in the community's library.
6b. Strengthen flood warning activities by developing programs including a flood threat recognition system, flood prediction models and a system to disseminate flood warnings to the public.		X		The current flood warning system includes 3 gage locations on the Fish River, Styx River, and Magnolia River. The Emergency Management Agency notifies residents when the gages reach flood stage levels. EMA will continue to grow and expand the flood warning program.
6c. Furnish FIRM map determinations upon request.	X			In accordance with CRS Activity 320, Map Information, Baldwin County staff provide the basic information found on a Flood Insurance Rate Map (FIRM) that is needed to write a flood insurance policy, upon request.
6d. Provide annual notification of flood hazard determination service to lending institutions, insurance companies, real estate companies and title insurance companies.		X		As an updated action, Baldwin County will develop a Program for Public Information to coordinate public education and outreach measures.
6e. Maintain computer database of all Elevation Certificates through computer software provided by FEMA.	X			Elevation certificates are posted to the Baldwin County website: <a href="http://baldwincountyal.gov/docs/default-source/building-inspection/downloads---forms---certificates/elevation_certificate_fy_09-10.pdf?sfvrsn=4">http://baldwincountyal.gov/docs/default-source/building-inspection/downloads---forms---certificates/elevation_certificate_fy_09-10.pdf?sfvrsn=4</a>
6f. Distribute outreach materials to floodplain residents at county offices and special events.		X		As an updated action, Baldwin County will develop a Program for Public Information to coordinate public education and outreach measures.



### 1.3.3 2018 Plan Update Process

**Requirements §201.6(b) and §201.6(c)(1): An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:**

- 1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;**
- 2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia, and other private and nonprofit interests to be involved in the planning process; and**
- 3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.**

**[The plan shall document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.**

Baldwin County recognized the need and importance of the flood hazard management plan update and initiated its development. Baldwin County contracted with Wood Environment & Infrastructure Solutions, Inc. (Wood E&IS) to facilitate and develop the plan. Wood E&IS's role was to:

- Assist in establishing the Floodplain Management Planning Committee (FMPC);
- Support objectives under the National Flood Insurance Program's Community Rating System and the Flood Mitigation Assistance program,
- Facilitate the entire planning process;
- Identify the data requirements that FMPC participants could provide and conduct the research and documentation necessary to augment that data;
- Assist in facilitating the public input process; and
- Produce the draft and final plan documents.

Wood E&IS established the planning process for the *Baldwin County Flood Hazard Management Plan Update* using the CRS planning requirements and FEMA's associated guidance. This guidance is structured around a four-phase process:

- 1) Planning process,
- 2) Risk assessment,
- 3) Mitigation strategy, and
- 4) Plan maintenance.

Into this process, the more detailed 10-step planning process used for FEMA's Community Rating System (CRS) and Flood Mitigation Assistance programs was integrated. Thus, the modified 10-step process used for this plan meets the requirements of five major programs: FEMA's Hazard Mitigation Grant Program, Pre-Disaster Mitigation program,



Community Rating System, Flood Mitigation Assistance Program, and new flood control projects authorized by the U.S. Army Corps of Engineers.

Table 1.3 shows how the CRS 10-step process fits into FEMA’s four-phase process.

**Table 1.3. Mitigation Planning Processes Used to Update the Baldwin County *Flood Hazard Management Plan***

Community Rating System (CRS) Planning Steps (Activity 510)	FEMA Local Mitigation Planning Handbook Tasks (44 CFR Part 201)
Phase 1 – Planning Process	
Step 1. Organize to Prepare the Plan	Task 1: Determine the Planning Area and Resources
	Task 2: Build the Planning Team 44 CFR 201.6(c)(1)
Step 2. Involve the public	Task 3: Create an Outreach Strategy 44 CFR 201.6(b)(1)
Step 3. Coordinate with Other Agencies	Task 4: Review Community Capabilities 44 CFR 201.6(b)(2) & (3)
Phase 2 – Risk Assessment	
Step 4. Assess the hazard(s)	Task 5: Conduct a Risk Assessment 44 CFR 201.6(c)(2)(i) 44 CFR 201.6(c)(2)(ii) & (iii)
Step 5. Assess the problem(s)	
Phase 3 – Mitigation Strategy	
Step 6. Set goals	Task 6: Develop a Mitigation Strategy 44 CFR 201.6(c)(3)(i); 44 CFR 201.6(c)(3)(ii); and 44 CFR 201.6(c)(3)(iii)
Step 7. Review possible activities	
Step 8. Draft an action plan	
Phase 4 – Plan Maintenance	
Step 9. Adopt the plan	Task 8: Review and Adopt the Plan
Step 10. Implement, evaluate, revise	Task 7: Keep the Plan Current
	Task 9: Create a Safe and Resilient Community 44 CFR 201.6(c)(4)

Source: Local Mitigation Planning Handbook, FEMA, March 2013; NFIP CRS Coordinator’s Manual, 2013





### **1.3.4 Phase 1: Planning Process**

#### **Planning Step 1: Organize to Prepare the Plan**

With Baldwin County's commitment to participate in the CRS planning process, department and community representatives worked to establish the framework and organization for development of the plan. An initial meeting was held with representatives to discuss the organizational aspects of the plan development process.

Invitations to participate on the Floodplain Management Planning Committee (FMPC) were extended to County officials, citizens, and federal, state, and local stakeholders that might have an interest in participating in the planning process. The list of final FMPC members and formal adoption resolution by the Baldwin County Commission is included in Appendix B. The following is a list of departments and organizations represented on the FMPC:

##### ***Baldwin County***

- Building Inspection
- Planning & Zoning
- Emergency Management Agency
- GIS Administration

##### ***Local Stakeholder Representatives***

- Local Citizens
- Mobile Bay National Estuary Program

The DMA planning regulations and guidance stress that each local government seeking FEMA approval of their mitigation plan must participate in the planning effort in the following ways:

- Participate in the process as part of the FMPC;
- Detail areas within the planning area where the risk differs from that facing the entire area;
- Identify potential mitigation actions; and
- Formally adopt the plan.

For Baldwin County and the FMPC, "participation" meant the following:

- Attending and participating in the FMPC meetings;
- Providing requested data (as available);
- Reviewing and providing comments on plan drafts;
- Advertising, coordinating, and participating in the public input process; and
- Coordinating the formal adoption of the plan by the governing boards.



The planning process officially began with a kick-off meeting on June 6, 2018, held at the Emergency Operations Center in Robertsedale. The meeting covered the scope of work and an introduction to the CRS planning requirements. The FMPC continued to communicate during the planning process with a combination of face-to-face meetings, phone interviews and email correspondence. The meeting schedule and topics are listed in Table 1.4 and FMPC participation is presented in Table 1.5. The sign-in sheets and meeting minutes for each of the meetings are included in Appendix B.

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**Table 1.4. Schedule of FMPC Meetings**

Meeting	Topic	Date
Coordination	Coordination Meeting with Baldwin County to prepare for project kick-off and identify FMPC members.	May 10, 2018
FMPC #1	Kickoff meeting: Review of the hazard mitigation planning process and hazard identification	June 6, 2018
Coordination	Coordination Meeting with Baldwin County to prepare for risk assessment meeting.	June 21, 2018
FMPC #2	Review of previous risk assessment; discussion of risk assessment and data needs for plan update; and review of plan goals and objectives	August 2, 2018
FMPC #3	Update mitigation actions and prioritization; discussion of process to monitor, evaluate, and update plan	September 13, 2018

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**Table 1.5. FMPC Meeting Attendance**

Member Name	Affiliation	06/06/18	07/02/18	09/13/2018
Howell, Mike	Building Inspector Baldwin County Building Inspection Department	✓	✓	✓
Nelson, Kim	Baldwin County Building Inspection Department	✓	✓	✓
Hart, DJ	Planning & Zoning Department	✓		✓
Foresman, Jennifer	Baldwin County Emergency Management Agency	✓	✓	✓
Summerville, Peggy	Citizen Member	✓	✓	✓
Swann, Roberta Arena	Citizen Member, Mobile Bay National Estuary Program	✓		✓
Sims, Mitchell	Citizen Member	✓		✓
Bush, Johnny	Citizen Member	✓		✓



Based on the area of expertise of each jurisdictional representative participating on the FMPC, Table 1.6 demonstrates each member's expertise in the six mitigation categories (Prevention, Property Protection, Natural Resource Protection, Emergency Services, Structural Flood Control Projects and Public Information). The Planning & Zoning Department is responsible for community land use and comprehensive planning and was an active participant on the FMPC and provided data and information to support the development of the plan.

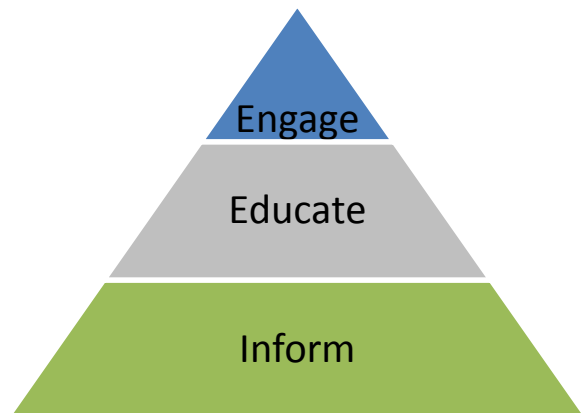
**Table 1.6 – FMPC Capability with Six Mitigation Categories**

Community Department/Office	Prevention	Property Protection	Natural Resource Protection	Emergency Services	Structural Flood Control Projects	Public Information
<b>Baldwin County</b>						
Building inspection	✓	✓	✓			✓
Planning & Zoning	✓	✓	✓	✓	✓	✓
Emergency Management Agency	✓	✓		✓		✓

## Step 2: Plan for Public Involvement

At the kick-off meeting, the FMPC discussed options for public involvement. A public outreach strategy was prepared to capture the input of the FMPC and identify tools and activities to engage, educate, and inform the citizens of Baldwin County of flood hazard mitigation planning efforts for each of the major phases of the mitigation planning process. This outreach includes:

- ▶ **Engage** the public and other stakeholders through interactive dialogue including such forums as planning committee meetings, public meetings, workshops and open house events;
- ▶ **Educate** the public and other stakeholders through a listen and learn process such as information booths, presentations, and briefings to elected officials; and
- ▶ **Inform** the public and other stakeholders through one-way communication such as written outreach materials, websites, and news media.





## **ENGAGE**

- ▶ **Public Meetings** - One public meeting was held at key points in the project timeline to obtain public input on flood hazards, problems, and possible solutions. The public meetings were held during the draft-plan development and prior to finalizing the plan. Where appropriate, stakeholder and public comments were incorporated into the final plan, including the sections that address mitigation goals and strategies. The meeting was coordinated and arranged Baldwin County with facilitation support from Wood E&IS. Meeting date included:
  - An update on the flood hazard management planning process was held with the Baldwin County Local Emergency Planning Committee Meeting to get input from the public and stakeholders on potential mitigation actions:  
10:30am Monday, September 17, 2018  
Foley Civic Center  
407 East Laurel Avenue, 36536

## **EDUCATE**

- ▶ **Presentations/Information Distribution for Stakeholder Groups** – Staff from Baldwin County coordinated additional flood hazard mitigation presentations and/or information distribution to various stakeholder groups to explain the planning process and encourage input to the FMPC.
- ▶ **Briefings to Elected Officials** – Staff from Baldwin County coordinated one-on-one meetings with elected officials, as requested, to provide updates on the flood hazard mitigation planning process.
- ▶ **Questionnaire** - A public participation questionnaire was prepared by Wood E&IS using the SurveyMonkey web hosting service, see Figure 1.1. The purpose of this questionnaire was to solicit input from the public and stakeholders in the planning area regarding hazards of concern, areas of mitigation interest, and related preparedness. The online survey gave individuals that were unable to attend the in-person meetings the opportunity to participate in the planning process. The questionnaire was made available through web links posted on community websites, circulated via email, and social media outlets. Additionally, hard copies of the questionnaire were distributed at all public meetings and presentations to stakeholders groups.



**Figure 1.1 – Public Questionnaire**

Exit

Baldwin County, Alabama  
2018 Flood Hazard Management Plan Update

Public Questionnaire

Baldwin County is beginning the process to update the existing Flood Hazard Management Plan to better protect the people and property of the unincorporated areas of Baldwin County from the effects of flood hazard events. The plan will be updated pursuant to the requirements of the National Flood Insurance Program (NFIP) Community Rating System (CRS). Participation in CRS provides flood insurance premium rate reductions to policyholders in Baldwin County in recognition of the fact that the County implements activities that exceed the minimum NFIP requirements and is working towards the three goals of the CRS:

- Reduce and avoid flood damage to insurable property;
- Strengthen and support the insurance aspects of the NFIP; and
- Foster comprehensive floodplain management.

It is important for citizens to become involved in flood hazard management planning in their community. The Baldwin County Flood Hazard Planning Committee requests your participation in this short 10-question survey. The Committee would like your input on past flood events and the types of flood hazards that are your priority concern.

Thank you for your participation!

1. As a Resident within the unincorporated area of Baldwin County, are you a homeowner or renter?

☐ Home Owner

☐ Renter

2. Do you have flood insurance?

☐ Yes

☐ No

## **INFORM**

- ▶ **Newspaper Articles** – Staff from Baldwin County coordinated public outreach through use of public information officers, press releases, and local media to generate interest and support in the mitigation planning process.
- ▶ **Website and Social Media** - Project information websites were prepared and hosted Baldwin County for the duration of the planning process with the primary purpose to share information relevant to the *Baldwin County Flood Hazard Management Plan Update*. Specific resources to be included on this site include:
  - Meeting schedule, agendas, presentations, and minutes;
  - Project information flyers for introduction, risk assessment, and notification of draft document;
  - Link to online questionnaire
  - Draft Flood Hazard Management Plan Update for review/comment; and



- Reference documents and links to planning resources.

The website address is:

- <http://baldwincounty.al.gov/departments/building-inspection>

Additionally, the community social media pages were utilized to inform the community about the planning process, the questionnaire, and upcoming meetings.

The social media sites include:

- Twitter: Baldwin County EMA @BaldwinEMA
- Facebook: Baldwin County Emergency Management Agency

- ▶ **Project Information Flyers** – Project information flyers were developed and distributed throughout the planning process to provide information on the hazard mitigation planning and opportunities for public involvement. This resource was available on the project information website as well as distributed to local libraries and at public meetings identified in the 'educate' process. Specific information to be provided in the flyers includes:
  - What is a Hazard Mitigation Plan?
  - Why is it important to me?
  - What can I do to participate?
  - Planning Status
  - Mitigation Success Stories
- ▶ **Social Media** – Baldwin County's social media outlets on Twitter and Facebook were utilized to publish information regarding public meetings, the online questionnaire, and general hazard mitigation planning information.

Documentation of all public outreach activities is included in Appendix B.

### **Step 3: Coordinate with Other Departments and Agencies**

Early in the planning process, the FMPC determined that data collection, mitigation strategy development, and plan approval would be greatly enhanced by inviting state and federal agencies and organizations to participate in the process. A detailed list of agency coordination is provided above under Planning Step 1: Organize to Prepare the Plan.

In addition, the FMPC reached out to agencies and organizations outside of Baldwin County. The following agencies and organizations were contacted, initially by formal letter, requesting data or information related to flood hazards in the planning area and offer the opportunity to participate in the planning process and on the FMPC:

- National Weather Service – Mobile, AL
- U.S. Army Corps of Engineers
- National Resource Conservation Service (NRCS), Auburn University
- FEMA Region IV - Mitigation Planning



- US Fish and Wildlife – Alabama Ecological Services Field Office
- Alabama Soil & Water Conservation
- State NFIP Coordinator
- AL - Emergency Management Agency
- AL - Historic Commission
- AL – Department of Conservation and Natural Resources – State Lands
- AL – DOT
- Alabama Forestry
- South Alabama Regional Planning Commission
- North Baldwin Chamber of Commerce
- Central Baldwin Chamber of Commerce
- South Baldwin Chamber of Commerce
- Eastern Shore Chamber of Commerce
- Baldwin County Sewer
- Baldwin County Public Schools
- Escambia County Emergency Management Agency
- Escambia County, FL Emergency Management Agency
- Mobile County Emergency Management Agency
- Clarke County Emergency Management Agency
- Town of Elberta, AL
- Town of Magnolia Springs, AL
- Town of Perdido Beach, AL
- USA-Safety & Compliance
- UTC Aerospace Systems
- Standard Furniture
- Vulcan, Inc.
- ACE Hardware Support
- Quincy Compressor
- Bon Secour Fisheries
- International Paper
- Segers Aerospace
- Ascend Performance
- Quality Filters

The agencies and organizations were contacted a second time, by formal letter, requesting review and comment on the Draft Flood Hazard Management Plan Update. The letter templates and list of addresses to which the letters were mailed can be found in Appendix B along with response documents received from stakeholders. Copies of letters sent will be provided upon request.





## Other Community Planning Efforts and Hazard Mitigation Activities

Coordination with other community planning efforts is also paramount to the success of this plan. Hazard mitigation planning involves identifying existing policies, tools, and actions that will reduce a community's risk and vulnerability to hazards. Baldwin County used a variety of comprehensive planning mechanisms, such as general plans and ordinances, to guide growth and development. Integrating existing planning efforts and mitigation policies and action strategies into this plan establishes a credible and comprehensive plan that ties into and supports other community programs. The development of this plan incorporated information from the following existing plans, studies, reports, and initiatives as well as other relevant data from neighboring communities and other jurisdictions.

**Table 1.7 – Incorporation of Data from Existing Plans**

Plan	Incorporation into 2018 Flood Hazard Management Plan
Alabama State Hazard Mitigation Plan (2018)	<ul style="list-style-type: none"> <li>Chapter 3 - Flood Risk Assessment Hazard Identification and Profiles</li> </ul>
Baldwin County Flood Hazard Management Plan (2000)	<ul style="list-style-type: none"> <li>Chapter 4.0 Mitigation Strategy Review of Goals and Mitigation Actions</li> </ul>
Baldwin County Local Hazard Mitigation Plan (2015)	<ul style="list-style-type: none"> <li>Chapter 3 - Flood Risk Assessment Hazard Identification and Profiles</li> <li>Chapter 4.0 Mitigation Strategy Review of Goals and Mitigation Actions</li> </ul>
National Flood Insurance Program Policy and Loss Statistics	<ul style="list-style-type: none"> <li>Chapter 3 - Risk Assessment Vulnerability Assessment</li> </ul>
Flood Insurance Administration, Repetitive/Severe Repetitive Loss Property Data	<ul style="list-style-type: none"> <li>Chapter 3 - Risk Assessment Vulnerability Assessment</li> </ul>
Flood Insurance Rate Maps and Flood Risk Map for Baldwin County	<ul style="list-style-type: none"> <li>Chapter 3 - Risk Assessment Hazard Profiles</li> <li>Chapter 3 - Risk Assessment Vulnerability Assessment</li> </ul>
National Inventory of Dams	<ul style="list-style-type: none"> <li>Chapter 3 - Risk Assessment Hazard Identification and Profiles</li> </ul>
US Department of Agriculture's (USDA) Risk Management Agency Crop Insurance Statistics	<ul style="list-style-type: none"> <li>Chapter 3 - Risk Assessment Hazard Identification and Profiles</li> </ul>
Various local plans such as Comprehensive Plans, Economic Development Plans, Capital Improvement Plans, etc	<ul style="list-style-type: none"> <li>Chapter 2 – Planning Area Profile and Capabilities Mitigation Capabilities</li> <li>Chapter 3.0 Flood Risk Assessment Hazard Identification and Profiles</li> <li>Chapter 4.0 Mitigation Strategy Review of Goals and Mitigation Actions</li> </ul>

These and other documents were reviewed and considered, as appropriate, during the collection of data to support Planning Steps 4 and 5, which include the hazard identification, vulnerability assessment, and capability assessment. Data from these plans and ordinances were incorporated into the risk assessment and hazard vulnerability sections of the plan as appropriate. The data was also used in determining the capability of





the community in being able to implement certain mitigation strategies. The Capability Assessment can be found in Chapter 2.

### **1.3.5 Phase 2: Risk Assessment**

#### **Planning Steps 4 and 5: Assess the Hazard(s) and Assess the Problem(s)**

Wood E&IS led the FMPC in an exhaustive research effort to identify and document all the hazards that have, or could, impact the planning area. Geographic information systems (GIS) were used to display, analyze, and quantify hazards and vulnerabilities. The FMPC also conducted a capability assessment to review and document the planning area's current capabilities to mitigate risk and vulnerability from hazards. By collecting information about existing government programs, policies, regulations, ordinances, and emergency plans, the FMPC could assess those activities and measures already in place that contribute to mitigating some of the risks and vulnerabilities identified. A more detailed description of the risk assessment process and the results are included in Chapter 3 Risk Assessment.

### **1.3.6 Phase 3: Mitigation Strategy**

#### **Planning Steps 6 and 7: Set Goals and Review Possible Activities**

Wood E&IS facilitated brainstorming and discussion sessions with the FMPC that described the purpose and the process of developing planning goals and objectives, a comprehensive range of mitigation alternatives, and a method of selecting and defending recommended mitigation actions using a series of selection criteria. This information is included in Chapter 4 Mitigation Strategy. Additional documentation on the process the FMPC used to develop the goals and strategy is in Appendix C: Mitigation Alternatives and Prioritization.

#### **Planning Step 8: Draft an Action Plan**

Based on input from the FMPC regarding the draft risk assessment and the goals and activities identified in Planning Steps 6 and 7, Wood E&IS produced a complete first draft of the plan update. This complete draft was distributed for FMPC review and comment. Other agencies were invited to comment on this draft as well. FMPC and agency comments were integrated into the second draft, which was advertised and distributed to collect public input and comments. No comments were received during the 3-week period for public review. Wood E&IS integrated internal review comments and produced a final draft for the Alabama Emergency Management Agency and FEMA Region IV to review and approve, contingent upon final adoption by the participating jurisdictions. All planning document deliverables are outlined in Table 1.8 below.

**Table 1.8. Planning Deliverables**

Deliverable	Date
Kickoff Preparation	May 10, 2018
Introduction for FMPC	May 10, 2018
FMPC #1- Meeting Minutes	June 6, 2018
Public Outreach Strategy	August 15, 2017
FMPC #2- Meeting Minutes	August 2, 2018
Public Information Flyer #1	August 2, 2018
Public Information Flyer #2	August 2, 2018
Draft Multi-Hazard Mitigation Plan - Chapters 1, 2 and 3 - Mitigation Actions	August 20, 2018
FMPC #3- Meeting Minutes	September 13, 2018
Draft Multi-Hazard Mitigation Plan - Chapters 4 and 5 - Appendices A, B, C, and D	October 15, 2018
Public Information Flyer #2	October 29, 2018
Draft Multi-Hazard Mitigation Plan for Public Review	October 29, 2018

### 1.3.7 Phase 4: Plan Maintenance

#### Planning Step 9: Adopt the Plan

In order to secure buy-in and officially implement the plan, the plan was adopted by each participating jurisdiction on the date included in the adoption resolution in Appendix A: Adoption Resolution.

#### Planning Step 10: Implement, Evaluate, and Revise the Plan

The true worth of any mitigation plan is in the effectiveness of its implementation. Up to this point in the planning process, all of the FMPC's efforts have been directed at researching data, coordinating input from participating entities, and developing appropriate mitigation actions. Each recommended action includes key descriptors, such as a lead manager and possible funding sources, to help initiate implementation. An overall implementation strategy is described in Chapter 5 Plan Implementation and Maintenance. A plan update and maintenance schedule and a strategy for continued public involvement are also included in Chapter 5.

Finally, there are numerous organizations within the planning area whose goals and interests interface with hazard mitigation. Coordination with these other planning efforts, as addressed in Planning Step 3, is paramount to the ongoing success of this plan and mitigation in Baldwin County and is addressed further in Chapter 5.



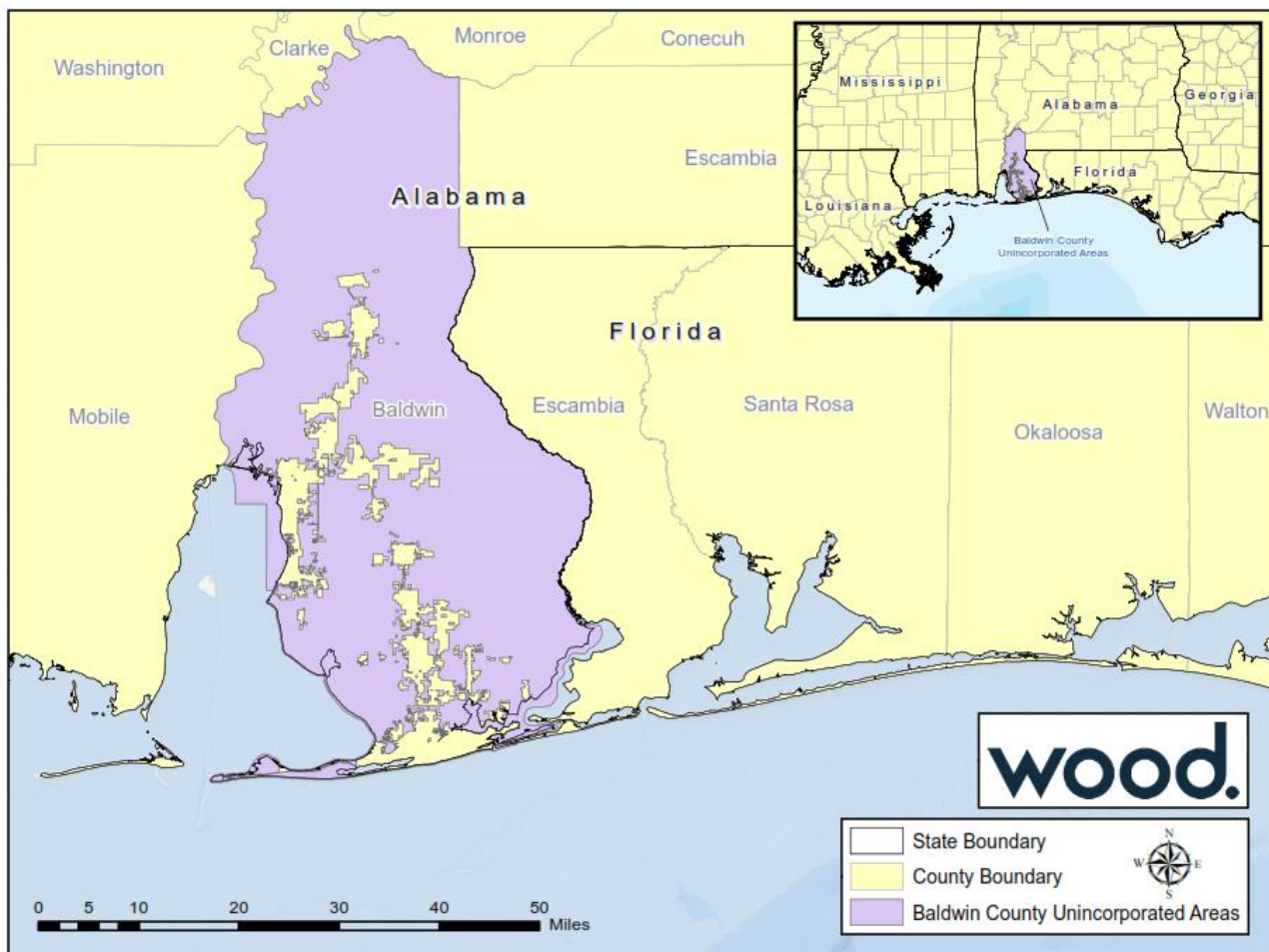
## 2 PLANNING AREA PROFILE AND CAPABILITIES

Chapter 2 provides a general profile of Baldwin County, as well as, details on existing capabilities, plans, and programs that enhance their ability to implement flood mitigation strategies.

### 2.1 Baldwin County Planning Area Profile

Figure 2.1 provides a map of the Baldwin County planning area. The planning area includes only the unincorporated areas of Baldwin County, Alabama.

**Figure 2.1** Baldwin County Planning Area





### 2.1.1 History

Baldwin County was first organized as a county in 1809 and found itself situated within the confines of the Mississippi Treaty until December 10, 1817, when the State of Mississippi entered the United States as the 20th State in the Federal Union. Thereafter, Baldwin County was absorbed into the Alabama Territory until December 14, 1819, when the State of Alabama entered the United States as the 22nd State in the Federal Union.

Early on, the Town of McIntosh Bluff (now in Mobile County, Alabama, West of Baldwin County) on the Tombigbee River was the County Seat. After being transferred to the Town of Blakeley in 1810, the County Seat was later moved to the City of Daphne in 1868. In 1900, by an Act of the Legislature of Alabama, the County Seat was authorized for relocation to the City of Bay Minette. The County is governed by a four-member county commission with all four members elected by a vote of the entire county, one of which, its chairman, serves as the presiding officer. Further, the county commission employs a county administrator who serves as its chief administrative officer in order to effect the policies adopted by the county commission.

Today, Baldwin County remains one of the fastest growing counties in Alabama. In 1990, 98,290 citizens resided in Baldwin County, in 2000 the county's population was 140,415, and the 2010 Census counted 182,265 citizens. Baldwin County's rich history and diverse cultures have created a place welcome to all, for its strength is not only found among the plethora of abundant natural resources, healthy economy or beautiful beaches, but with the people who have carved out a place to live, prosper & continuously grow.

This brief historical compilation was provided by Baldwin County and can be found on the community website: <http://baldwincountyal.gov/community/about-baldwin-county/history-of-baldwin-county>.

### 2.1.2 Geography and Topography

Baldwin County is located in the southwest corner of the State of Alabama. It is bordered by Mobile, Clarke, and Washington Counties on the west; Clarke and Monroe Counties on the north; Escambia County, Florida and Escambia County, Alabama on the east; and the Gulf of Mexico on the south. Baldwin County, the largest county in Alabama, comprises about 1600 square miles. Much of its land area is bordered by large, open bodies of water, including the 43 miles of Gulf of Mexico shoreline; 57 miles of Mobile and Bon Secour Bay shoreline to the southwest; and 60 miles of Perdido Bay shoreline to the southeast. Other than these bodies of water, several other water features define the county's borders. These include the Perdido River on the east; Tombigbee, Mobile, and Middle Rivers on the west; and the Alabama River Cutoff, the Alabama River and the Little River on the north. Also, numerous bays and shallow estuaries characterize the southernmost portion of the county interconnecting Mobile/Bon Secour Bay and Perdido Bay. These bays and estuaries include: Oyster Bay, and artificial Gulf Intracoastal



Waterway cut, Wolf Bay, Bay La Launch, Arnica Bay, and Bayou St. John. Other water bodies include Weeks Bay, Cotton Bayou, Terry Cove, the Old River, and a series of narrow lagoons, including Little Lagoon, Shelby Lake, Middle Lake, and Little Lake.

Also, within the county lie three tidal inlets, including Main Channel (Mobile Bay entrance), Little Lagoon entrance, and Perdido Pass (Perdido Bay entrance). These three inlets, particularly Main Channel and Perdido Pass, serve as the major passages through which the Gulf of Mexico tides and hurricane surges propagate in the county's estuaries.

While swampy, mildly sloping terrain fringes much of the county, particularly along the Tensaw/Mobile River system, Bon Secour Bay, upper Perdido Bay, and coastal areas, moderately sloping terrain with well-defined waterways generally characterizes most of Baldwin County topography. Ground elevation generally ranges from sea level in the southern and western extremes of the county to +200 to +300 ft NGVD (USGS, Pensacola, 1978; Bay Minette, 1981) in the central and northern portions. Wide, gently sloping beaches with low dunes characterize the Gulf of Mexico shoreline. The Mobile Bay shoreline ranges from low-lying marsh (along Bon Secour Bay) to steep bluffs in the northeast. Along Wolf Bay and Perdido Bay, moderately sloping terrain characterizes most of the shoreline with some low-lying marsh particularly at the northern end of the bays. The soil associations are generally well-drained and consist of the following types: NorfolkKleij-Goldsboro, Bowie-Lakeland-Cuthbert, Marlboro-Faceville-Greenville, Bowie-Tiftin-Sunweet, and Lakeland-Plummer (U.S. Dept. of Agriculture, 1963). Soils in the county's lower central region, the area drained by the three restudy streams; primarily consist of the latter three soil associations.

Geographic and topographic information were obtained from the 2017 Flood Insurance Study (FIS) Report for Baldwin County.

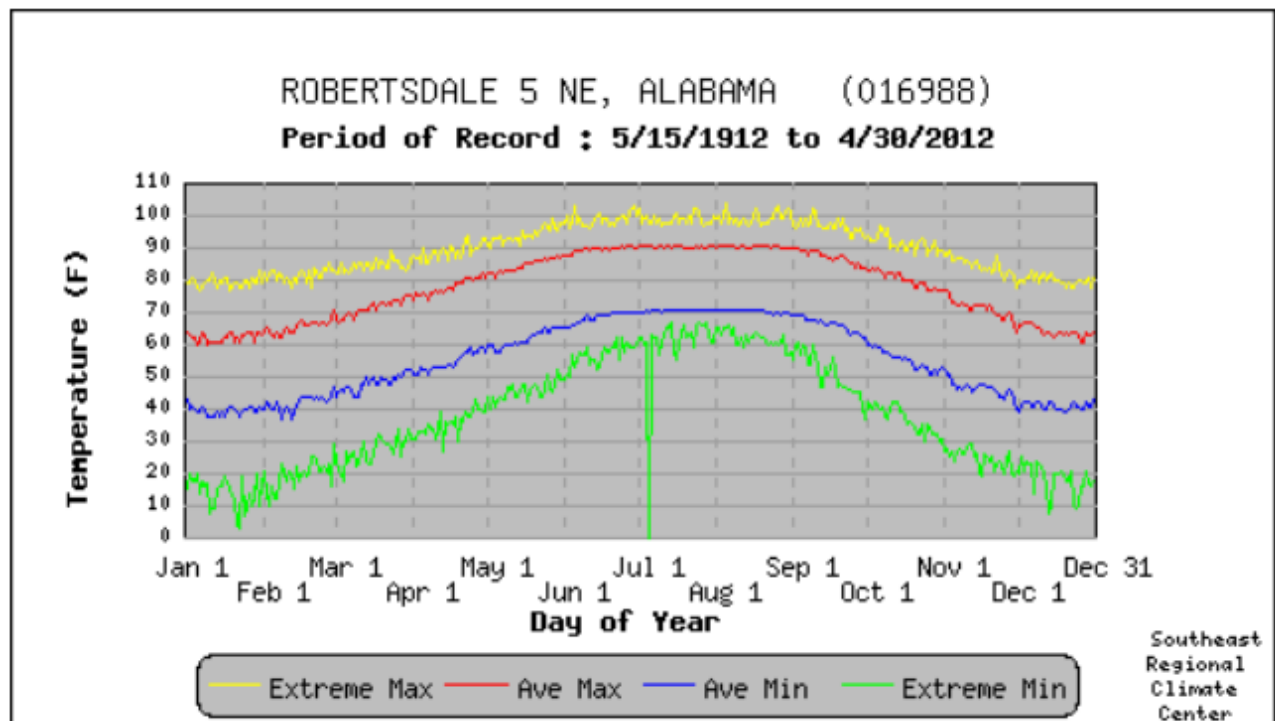
### **2.1.3 Climate**

Summers are the warmest time of year in Baldwin County, with the daily average temperature in July at 80.8°F and an average of 20.5 days per year with temperatures reaching 90°F. Winters are generally much cooler and less stable. January has a daily average temperature of 51.0°F, although in most years there is at least one day (average 9.9) where the high remains at or below freezing. The record high for the NWS station in Robertsdale is 104°F August 5, 1947 while the record low is 3°F on January 22, 1985. Annual precipitation averages 67.45 inches and normal seasonal snowfall is 0.2 inches occurring in January and February. Table 2.1 presents the monthly climate summaries for Baldwin County. Figure 2.2 presents the daily temperature averages and extremes recorded at Robertsdale.

**Table 2.1 Baldwin County Monthly Climate Summaries, 1912-2012**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	ANN
Average Mean Temperature (°F)	51.0	53.5	59.7	66.3	73.3	79.0	80.8	80.6	76.8	67.8	58.8	52.6	66.7
Average Max Temperature (°F)	62.3	65.3	71.3	77.9	84.7	89.6	90.7	90.7	87.2	80.3	71.1	64.1	77.9
Average Min Temperature (°F)	39.7	41.8	48.1	54.6	61.8	68.5	70.9	70.5	66.3	55.3	46.5	41.1	55.4
# of Days Max Temp above 90°F	0.0	0.0	0.0	0.2	4.7	16.2	20.5	20.9	10.9	1.5	0.0	0.0	74.9
# of Days Min Temp below 32°F	9.9	6.5	2.0	0.1	0.0	0.0	0.0	0.0	0.0	0.1	3.1	7.8	29.5
Average Total Precipitation (in)	5.16	4.96	6.22	4.69	5.15	6.00	8.77	7.26	6.71	3.63	4.12	4.77	67.45
Average Total Snowfall (in)	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.2

Source: Southeast Regional Climate Center; Robertsdale 5 NE, Alabama (016988)  
<https://sercc.com/cgi-bin/sercc/cliMAIN.pl?al6988>

**Figure 2.2 Baldwin County Daily Temperature Averages and Extremes, 1912-2012**





## Changing Future Conditions

The Third National Climate Assessment: *Climate Change Impacts in the United States* was published in 2014 by the National Science and Technology Council and the U.S. Global Change Research Program. The report assesses the science of climate change and its impacts across the United States, now and throughout this century. It documents climate change related impacts and responses for various sectors and regions, with the goal of better informing public and private decision-making at all levels.

According to the report, average temperatures across the Southeast have increased by an average of 2°F from 1970 to the present, with the most recent decade (2001-2010) being the warmest on record. The number of extreme hot days in the Southeast has tended to decrease or remain the same, while the number of warm summer nights has increased. The number of extreme cold days has decreased across the region. Temperatures across the Southeast are expected to continue to increase during this century, with shorter-term fluctuations over time due to natural climate variability.

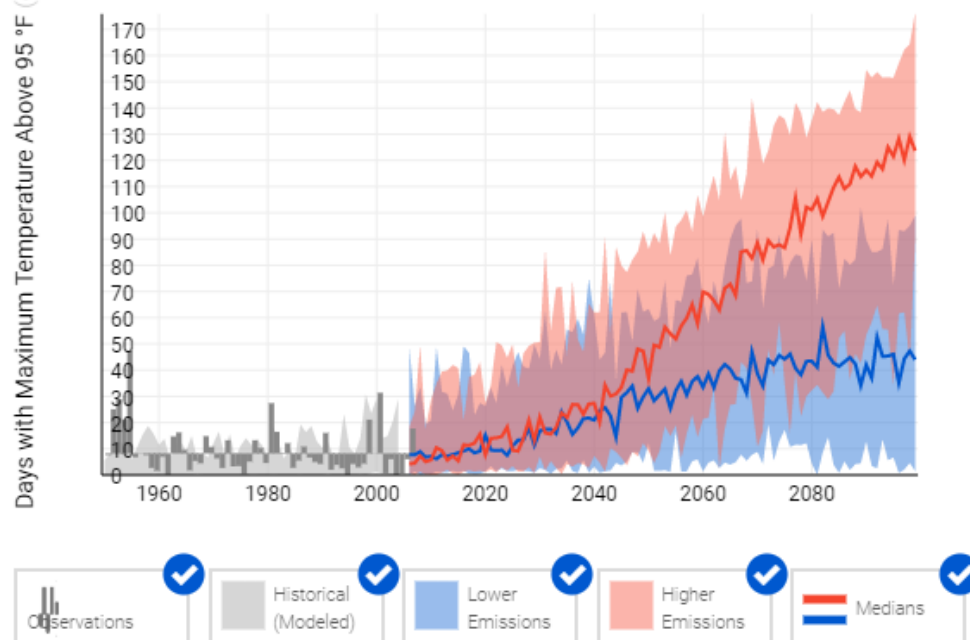
Major consequences to Baldwin County of this regional warming include significant increases in the number of hot days (95°F or above) and decreases in freezing events. Analysis specific to Baldwin County suggests a clear increase in the number of days on which maximum temperature exceeds 95°F, with an average of 40-120 more days above 95°F by 2100 when compared to a 1950-2010 reference baseline (see Figure 2.3). Similarly, analysis indicates a decrease in the number of days on which minimum temperatures fall below 32°F, with an average of approximately 10-15 fewer days reaching below 32°F by 2100 when compared to a 1950-2010 reference baseline (see Figure 2.4).

The *Climate Change Impacts in the United States* Report also notes that daily and five-day rainfall intensities have increased in the Southeast. Projections of future precipitation patterns are less certain than projections for temperature increases. Because the Southeast is located in the transition zone between projected wetter conditions to the north and drier conditions to the southwest, many of the model projections show only small changes relative to natural variations. However, many models do project drier conditions in the far southwest of the region and wetter conditions in the far northeast of the region, consistent with the larger continental-scale pattern of wetness and dryness.

Along the northern Gulf Coast, precipitation has increased annually and in summer. For the Southeast region as a whole, long-term trends in precipitation are statistically significant (at the 95% confidence level) for fall, which shows an upward trend, and summer, which shows a slight downward trend. A move toward more extreme, variable conditions can affect the profile of rain-related hazards in the region, including drought and flooding.

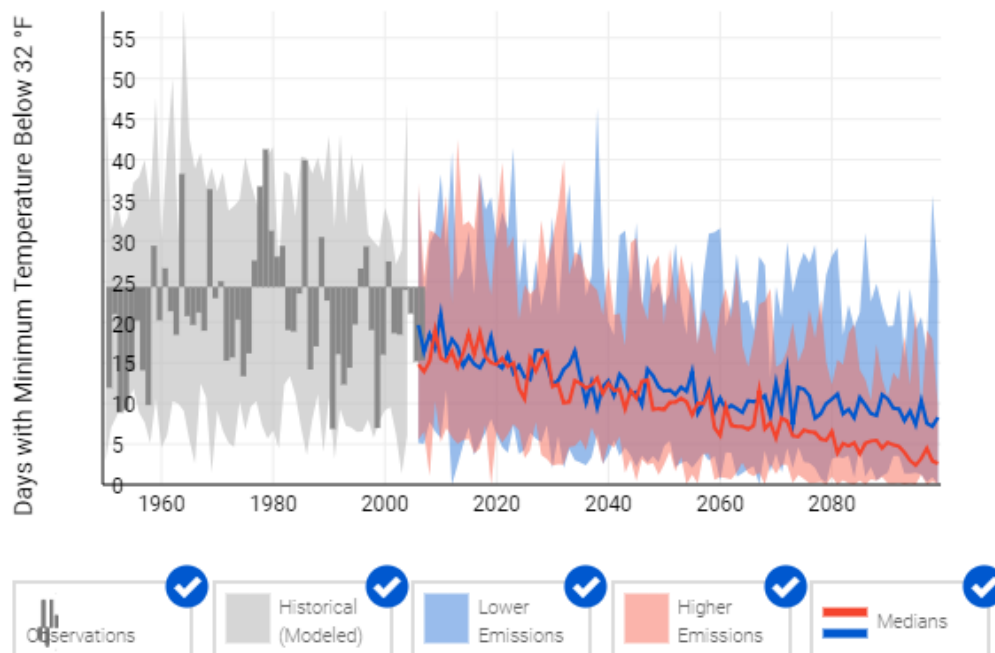


**Figure 2.3 Days with Maximum Temperature Above 95°F**



Source: National Climate Explorer; <https://toolkit.climate.gov/climate-explorer2/location.php?county=Baldwin+County&city=Baldwin+County,%20AL&fips=01003&lat=30.6010744&lon=-87.77633329999998#location-temperature>

**Figure 2.4 Days with Minimum Temperature Below 32°F**



Source: National Climate Explorer; <https://toolkit.climate.gov/climate-explorer2/location.php?county=Baldwin+County&city=Baldwin+County,%20AL&fips=01003&lat=30.6010744&lon=-87.77633329999998#location-temperature>





## 2.1.4 Population/Demographics

According to the U.S. Census, the 2010 population in unincorporated Baldwin County was 89,449. In 2016, the population is estimated as 94,523, representing a 5.7-percent increase. Table 2.2 provides the populations for Baldwin County for 2010 and 2016, as well as, population statistics for 2016. Statistics for unincorporated Baldwin County are calculated from the total values for Baldwin County less the values for the incorporated communities.

**Table 2.2 Baldwin County Population 2010-2016**

Jurisdiction	2010 Population	2016 Population	Percent Change 2010-2016	2016 Estimates		
				Under 5	Over 65	Housing Units
Baldwin County, AL	182,265	199,510	9.5%	11,432	37,338	107,579
Bay Minette, City of	8044	9,019	12.1%	841	1,322	3,263
Daphne, Town of	21570	24,295	12.6%	1,206	3,529	10,220
Elberta, Town of	1498	1,400	-6.5%	104	318	807
Fairhope, City of	15326	17,996	17.4%	986	4,298	8,040
Foley, City of	14618	16,741	14.5%	898	4,381	8,852
Gulf Shores, City of	9741	11,252	15.5%	820	2,619	12,070
Loxley, Town of	1632	1,837	12.6%	197	194	753
Magnolia Springs, Town of	723	740	2.4%	14	274	509
Orange Beach, City of	5441	5,791	6.4%	241	1,599	12,089
Perdido Beach, Town of	581	596	2.6%	13	193	406
Robertsdale, City of	5276	5,776	9.5%	258	790	2,133
Silverhill, Town of	706	809	14.6%	73	165	326
Spanish Fort, City of	6798	7,825	15.1%	309	1,093	3,432
Summerdale, Town of	862	910	5.6%	44	198	408
<b>Unincorporated Baldwin County</b>	<b>89,449</b>	<b>94,523</b>	<b>5.7%</b>	<b>5,428</b>	<b>16,365</b>	<b>44,271</b>

Source: U.S. Census Bureau: 2010 Decennial Census, 2016 American Community Survey (ACS) 5-year Estimates

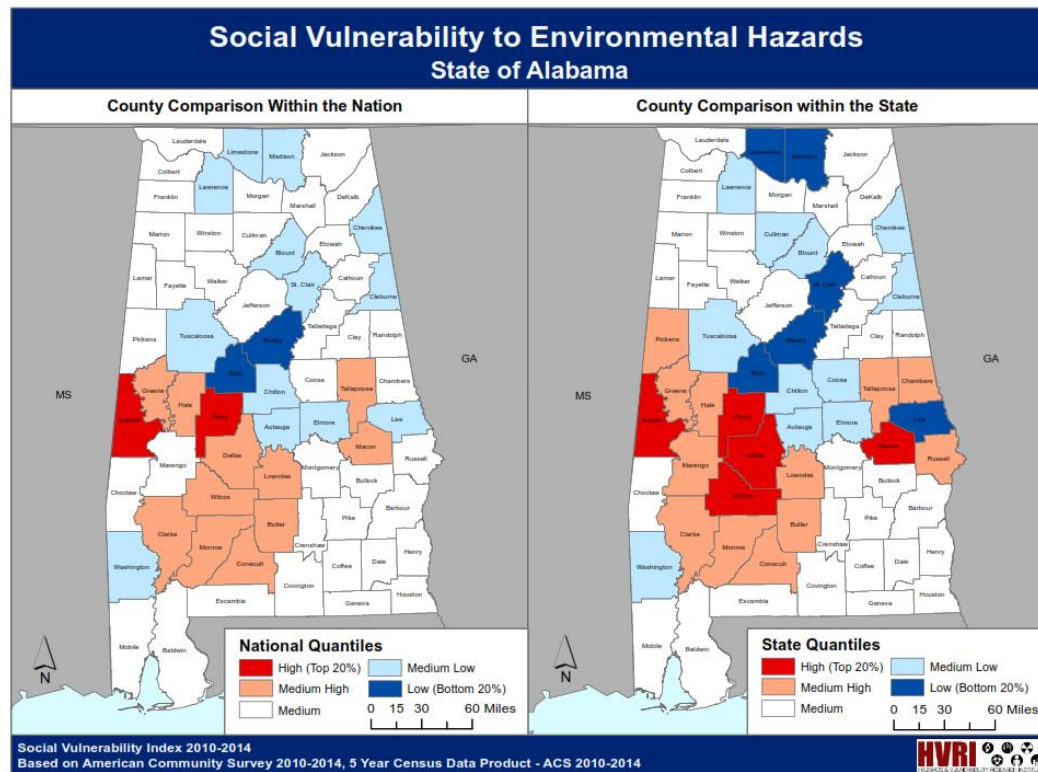
According to the 2016 American Community Survey (ACS) estimates, 5.7 percent of the population is under age 5 and 17.3 percent of the population is over age 65 in unincorporated Baldwin County. There were 44,271 households with an average household size of 2.62 people.

The Hazards and Vulnerability Research Institute at the University of South Carolina developed the Social Vulnerability Index (SoVI ®) to evaluate and rank the ability to respond to, cope with, recover from, and adapt to disasters. The index synthesizes 30 socioeconomic variables, which the research literature suggests contribute to reduction in a community's ability to prepare for, respond to, and recover from hazards. SoVI ® data sources include primarily those from the United States Census Bureau.

Figure 2.5 compares the social vulnerability of Baldwin County with counties in Alabama, as well as, the United States. To visually compare the SoVI® scores at a national level, they are mapped using quantiles. Scores in the top 20% of the United States are more vulnerable counties (red) and scores in the bottom 20% of the United States indicate the least vulnerable counties (blue). Baldwin County is shown as having a Medium Social Vulnerability Index. The Medium index indicates that Baldwin County is generally able to cope and recover from disasters.



**Figure 2.5 County Comparison for Social Vulnerability Index, 2010-2014**



Source: Hazards and Vulnerability Research Institute; file:///N:/6376171035\_Baldwin/05\_Reference/AL\_1014.pdf

Table 2.3 provides additional demographic and economic indicators for Baldwin County. Statistics for unincorporated Baldwin County are calculated from the total values for Baldwin County less the values for the incorporated communities.

**Table 2.3 Unemployment, Income, and Poverty Demographics, Baldwin County, AL, 2016**

Jurisdiction	Civilian Labor Force 16 Years and Over	Unemployment Rate (%)	Unemployment Rate (#)	Median Household Income	Persons Below Poverty Level
Baldwin County, AL	160,301	6.3	10,099	\$51,365	13,985
Bay Minette, City of	6,628	7.1	471	\$32,341	874
Daphne, Town of	19,319	5.7	1,101	\$61,508	1,860
Elberta, Town of	1,173	7.4	87	\$30,750	136
Fairhope, City of	14,116	5.1	720	\$61,723	866
Foley, City of	14,321	10.3	1475	\$42,172	2641
Gulf Shores, City of	9,402	10.4	978	\$50,814	1,166
Loxley, Town of	1,325	4.7	62	\$50,076	227
Magnolia Springs, Town of	645	1.9	12	\$49,135	44
Orange Beach, City of	4,962	5.7	283	\$59,523	205
Perdido Beach, Town of	552	14.6	81	\$46,875	63
Robertsdale, City of	4,485	3.3	148	\$38,467	526
Silverhill, Town of	632	1.2	8	\$48,021	23
Spanish Fort, City of	6,178	2.2	136	\$70,448	249
Summerdale, Town of	727	3.6	26	\$40,938	54
<b>Unincorporated Baldwin County</b>	<b>75,836</b>	<b>6.3<sup>1</sup></b>	<b>4,778</b>	<b>\$51,365<sup>1</sup></b>	<b>11,567</b>

Source: U.S. Census, 2016 ACS, 5-year Estimates; 1 – Values assumed to be the same as Baldwin County



## 2.1.5 Economy/Industry

Tables 2.4 and 2.5 present the top employers and top manufacturing employers in Baldwin County. Table 2.6 presents occupational statistics for Baldwin County. Statistics for unincorporated Baldwin County are calculated from the total values for Baldwin County less the values for the incorporated communities.

**Table 2.4 Top Employers in Baldwin County**

Company	Industry	Employees
Baldwin County Board of Education	Education	3,850
Wal-Mart	Retail	1,750
Columbia Southern University	Education	1,050
UTC Aerospace Systems	Thrust Reversers, Cawlings, and Nacelle Components	900
Thomas Hospital	Medical Care	860
South Baldwin Regional Medical Center	Medical Care	845
Marriott Grand Hotel	Hotel & Country Club	800
Baldwin County Commission	Government	650
Standard Furniture	Bedroom and Dining Furniture	575
Brett/Robinson Gulf Corp.	Vacation Rental Management	520
S.H. Enterprises	Vacation Rental Management	320
Ace Hardware Support Center	Hardware Distribution Support Center	300
Quincy Compressors	Air Compressors	250
Vulcan, Inc.	Aluminum & Steel Products	250

Source: Baldwin County Economic Development Alliance; <https://baldwineda.com/data/top-employers/>

**Table 2.5 Top Manufacturing Employers in Baldwin County**

Company	Industry	Employees
TC Aerospace Systems	Thrust Reversers, Cawlings, and Nacelle Components	900
Standard Furniture	Bedroom and Dining Furniture	575
Ace Hardware Support Center	Hardware Distribution Support Center	300
Quincy Compressors	Air Compressors	250
Vulcan, Inc.	Aluminum & Steel Products	250
Bon Secour Fisheries	Seafood Processing	150
Quality Filters	Air Filters	140
Ascend Materials	Fibers and Resins	120
Segers Aerospace	Aerospace and Defense MRO	115
Dental EZ	Medical Instruments	100

Source: Baldwin County Economic Development Alliance; <https://baldwineda.com/data/top-employers/>



**Table 2.6 Occupational Statistics, Baldwin County, 2016**

Jurisdiction	Civilian employed population 16 years and over	Management, business, science, and arts occupations	Service occupations	Sales and office occupations	Natural resources, construction, and maintenance occupations	Production, transportation, and material moving occupations
Baldwin County, AL	87,753	34.2% 30,012	17.1% 15,006	26.8% 23,518	10.5% 9,214	11.4% 10,004
Bay Minette, City of	3,077	24.4% 751	21.8% 671	24.1% 742	10.9% 335	18.8% 578
Daphne, Town of	12,148	41.8% 5,078	15.4% 1,871	27.0% 3,280	6.1% 741	9.7% 1,178
Elberta, Town of	553	17.0% 94	20.6% 114	41.0% 227	9.4% 52	11.9% 66
Fairhope, City of	7,153	46.6% 3,333	16.6% 1,187	24.8% 1,774	4.9% 350	7.0% 501
Foley, City of	6,535	33.4% 2,183	16.8% 1,098	28.4% 1,856	12.3% 804	9.0% 588
Gulf Shores, City of	4,961	35.5% 1,761	18.1% 898	28.6% 1,419	6.5% 322	11.2% 556
Loxley, Town of	849	31.6% 268	17.0% 144	29.3% 249	10.6% 90	11.5% 98
Magnolia Springs, Town of	261	42.1% 110	8.8% 23	20.3% 53	8.4% 22	20.3% 53
Orange Beach, City of	2,832	40.7% 1,153	19.5% 552	18.4% 521	11.2% 317	10.3% 292
Perdido Beach, Town of	240	37.9% 91	21.3% 51	23.8% 57	3.8% 9	13.3% 32
Robertsdale, City of	2,472	21.6% 534	15.9% 393	26.4% 653	22.9% 566	13.1% 324
Silverhill, Town of	333	22.5% 75	25.8% 86	25.8% 86	16.8% 56	9.0% 30
Spanish Fort, City of	4,010	50.1% 2,009	10.8% 433	26.9% 1,079	6.0% 241	6.1% 245
Summerdale, Town of	344	25.9% 89	25.6% 88	20.6% 71	7.3% 25	20.6% 71
<b>Unincorporated Baldwin County</b>	<b>41,985</b>	<b>29.7% 12,483</b>	<b>17.6% 7,397</b>	<b>27.3% 11,451</b>	<b>12.6% 5,284</b>	<b>12.8% 5,392</b>

Source: U.S. Census, 2016 American Community Survey, 5-year Estimates



## 2.1.6 Agriculture

According to the USDA Census of Agriculture, the area of agriculture land is increasing in Baldwin County, as well as, the market value of crops. Table 2.7 below compares number of farms and land in farms (acres) as reported in the 2002, 2007, and 2012 US Agricultural census.

**Table 2.7 Baldwin County Agricultural Census Comparisons, 2002, 2007, and 2012**

Commodity	2002	2007	2012	Percent Change 2007-2012
Farms (number)	1,062	1,139	989	-13.2%
Land in farms (acres)	181,337	189,815	192,320	1.32%
Market Value – Crops (\$1,000)	\$71,053	\$80,636	\$115,652	43.42%
Market Value – Livestock (\$1,000)	\$14,647	\$19,696	\$19,910	1.09%

Source: USDA Census of Agriculture, 2002, 2007, and 2012; <https://www.agcensus.usda.gov/>

Table 2.8 below shows the production quantity and the state rank, among the 67 counties, for agricultural products in Baldwin County. The County is first in cut Christmas trees and short rotation wood crops and other crops and hay.

**Table 2.8 Baldwin County Agricultural Commodity Groups, 2012**

Commodity	Quantity (\$)	State Rank
Grains, oilseeds, dry beans, & dry peas	17401	7
Tobacco	0	-
Cotton and cottonseed	7344	14
Vegetables, melons, potatoes, & sweet potatoes	(D)	2
Fruits, tree nuts, & berries	(D)	2
Nursery, greenhouse, floriculture, & sod	36943	2
Cut Christmas trees and short rotation woody crops	(D)	1
Other crops and hay	44800	1
Poultry and eggs	(D)	40
Cattle and calves	(D)	(D)
Milk from cows	220	20
Hogs and pigs	4	34
Sheep, goats, wool, mohair, and milk	59	30
Horses, ponies, mules, burros, and donkeys	504	8
Aquaculture	(D)	13
Other animals and other animal products	66	19

Source: U.S. Department of Agriculture, 2012 census of agriculture, Baldwin County, AL Profile.  
(D) Withheld to avoid disclosing data for individual operations.



## 2.2 Mitigation Capabilities

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This mitigation capability profile of unincorporated Baldwin includes an overview of the jurisdiction and its organizational structure; a description of staff, fiscal, and technical resources; and information regarding existing hazard mitigation capabilities such as adopted plans policies and regulations. The descriptions and capabilities assessments are based on available and applicable data, including information provided by Baldwin County collected during the planning process.

### 2.2.1 Baldwin County, Unincorporated Areas

#### **Overview**

Baldwin County has a four-member elected commission, as well as, the following elected officers of: County Coroner, District Attorney, Probate Judge, Revenue Commissioner, Sheriff, and District Court Judge, and County Board of Education. The Baldwin County government includes the following departments:

- County Administration
- Animal Shelter
- Archives and History
- Baldwin Rural Area Transportation System (BRATS Public Bus)
- Budget
- Building Inspection
- Communications and Information Systems (CIS)
- Council on Aging
- Emergency Management Agency
- Finance and Accounting
- Grants
- Highway Department
- Juvenile Detention
- Personnel Department
- Planning and Zoning
- Purchasing
- Sales and Use Tax / License Inspection
- Solid Waste



## Technical and Fiscal Resources

The table below outlines Baldwin County personnel resources in 2018.

**Table 2.9 Baldwin County Administrative and Technical Resources, 2018**

Personnel Resources	Yes/No	Department/Position
Planner/Engineer with knowledge of land development/land management practices	YES	• Planning & Zoning Department
Engineer/Professional trained in construction practices related to buildings and/or infrastructure	YES	• Building Inspection Department • Highway Department
Planner/Engineer/Scientist with an understanding of natural hazards	YES	• Planning & Zoning Department • Building Inspection Department
Personnel skilled in GIS	YES	• Communications and Information Systems (CIS) Department
Full time building official	YES	• Building Inspection Department
Floodplain Manager	YES	• Building Inspection Department
Emergency Manager	YES	• Emergency Management Agency
Grant writer	YES	• Emergency Management Agency

Source: Baldwin County's Data Collection Guide completed 2018.

Fiscal tools or resources that the County could potentially use to help fund mitigation activities include the following:

- Community Development Block Grants;
- DHS and FEMA Grant Resources;
- Capital improvements project funding;
- Authority to levy taxes for specific purposes;
- Incur debt through general obligation bonds;
- Incur debt through special tax bonds; and
- Incur debt through private activities.

## Existing Plans and Policies

Baldwin County joined the regular phase of the National Flood Insurance Program on January 12, 1973 and also participates in the Community Rating System as a Class 7. They maintain elevation certificates on properties in the floodplain. Additional regulatory tools are presented in the table below:





**Table 2.10 Baldwin County Regulatory Tools, 2018**

Regulatory Tool (ordinances, codes, plans)	Y/N	Comments
Master Plan	YES	Baldwin County Master Plan, 2013 <a href="http://baldwincountyal.gov/docs/default-source/plannin-zoning/planning-zoning-documents/bc-master-plan-da1-resolution-2013-0921.pdf?sfvrsn=4">http://baldwincountyal.gov/docs/default-source/plannin-zoning/planning-zoning-documents/bc-master-plan-da1-resolution-2013-0921.pdf?sfvrsn=4</a>
Zoning ordinance	YES	<a href="http://baldwincountyal.gov/departments/planning-zoning/planning-and-zoning-ordinances">http://baldwincountyal.gov/departments/planning-zoning/planning-and-zoning-ordinances</a>
Growth management	NO	No separate plan for growth management. Zoning guides growth and development.
Subdivision ordinance	YES	<a href="http://baldwincountyal.gov/docs/default-source/highway-department/highway-forms/baldwin-county-commission-subdivision-regulations-2018.pdf?sfvrsn=2">http://baldwincountyal.gov/docs/default-source/highway-department/highway-forms/baldwin-county-commission-subdivision-regulations-2018.pdf?sfvrsn=2</a>
Drainage Ordinance	YES	Zoning Ordinance, Article 13, Section 13.11 and 12 Subdivision Regulations, Article 5, Section 5.11
Historical Preservation Ordinance	YES	Zoning Ordinance, Article 11 Zoning Ordinance, Article 10, Section 10.3
Landscape Ordinance	YES	Zoning Ordinance, Article 17 <a href="http://baldwincountyal.gov/docs/default-source/planning-zoning/zoning-ordinances/article-17-landscaping-and-buffers.pdf?sfvrsn=9dd8be0c_2">http://baldwincountyal.gov/docs/default-source/planning-zoning/zoning-ordinances/article-17-landscaping-and-buffers.pdf?sfvrsn=9dd8be0c_2</a>
Floodplain ordinance	YES	<a href="http://baldwincountyal.gov/docs/default-source/building-inspection/building-codes/bc_flood_damage_prevention_ordinance.pdf?sfvrsn=f1c9bf0c_6">http://baldwincountyal.gov/docs/default-source/building-inspection/building-codes/bc_flood_damage_prevention_ordinance.pdf?sfvrsn=f1c9bf0c_6</a>
Flood insurance study or other engineering study for streams	YES	Current Effective FIS 01003CV001A and 2A, July 17, 2007 Preliminary FIS 01003CV001B, 2B, 3B, and 4B; July 31, 2017
Elevation certificates	YES	Building Inspection Department <a href="http://baldwincountyal.gov/docs/default-source/building-inspection/downloads---forms---certificates/elevation_certificate_fy_09-10.pdf?sfvrsn=4">http://baldwincountyal.gov/docs/default-source/building-inspection/downloads---forms---certificates/elevation_certificate_fy_09-10.pdf?sfvrsn=4</a>
Building code	YES	Adoption of 2012 International Code Councils <a href="http://baldwincountyal.gov/docs/default-source/building-inspection/building-codes/irc-2012_codes.pdf?sfvrsn=83c9bf0c_6">http://baldwincountyal.gov/docs/default-source/building-inspection/building-codes/irc-2012_codes.pdf?sfvrsn=83c9bf0c_6</a>
BCEGS Rating	YES	6-Commercial & Industrial Buildings 6-One & Two-Family Dwellings
Fire department ISO rating	YES	3/3X
Stormwater management program	YES	Stormwater Management Program (SWMP) Plan, 2017 <a href="http://baldwincountyal.gov/docs/default-source/planning-zoning/baldwin-county-storm-water-management-program-(swmp)-plan-revision-2017.pdf?sfvrsn=7cd6640b_0">http://baldwincountyal.gov/docs/default-source/planning-zoning/baldwin-county-storm-water-management-program-(swmp)-plan-revision-2017.pdf?sfvrsn=7cd6640b_0</a>





Regulatory Tool (ordinances, codes, plans)	Y/N	Comments
Erosion or sediment control program	YES	Zoning Ordinance, Article 13, Section 13.12 <a href="http://baldwincountyal.gov/docs/default-source/plannin-zoning/zoning-ordinances/article-13-design-standards.pdf?sfvrsn=acd8be0c_2">http://baldwincountyal.gov/docs/default-source/plannin-zoning/zoning-ordinances/article-13-design-standards.pdf?sfvrsn=acd8be0c_2</a> Subdivision Regulations, Article 5, Section 5.13
Wetlands and Riparian Areas Conservation Plan	YES	Zoning Ordinance, Article 11 Zoning Ordinance, Article 10, Section 10.4
Site plan review requirements	YES	<a href="http://baldwincountyal.gov/departments/planning-zoning/forms-and-applications">http://baldwincountyal.gov/departments/planning-zoning/forms-and-applications</a>
Capital improvements plan	NO	
Economic development plan	NO	Baldwin County Economic Development Alliance <a href="https://baldwineda.com/">https://baldwineda.com/</a>
Local emergency operations plan	YES	EOP, 2017 <a href="http://baldwincountyal.gov/docs/default-source/ema/pdf_2017_eop_final_combined.pdf?sfvrsn=2">http://baldwincountyal.gov/docs/default-source/ema/pdf_2017_eop_final_combined.pdf?sfvrsn=2</a>

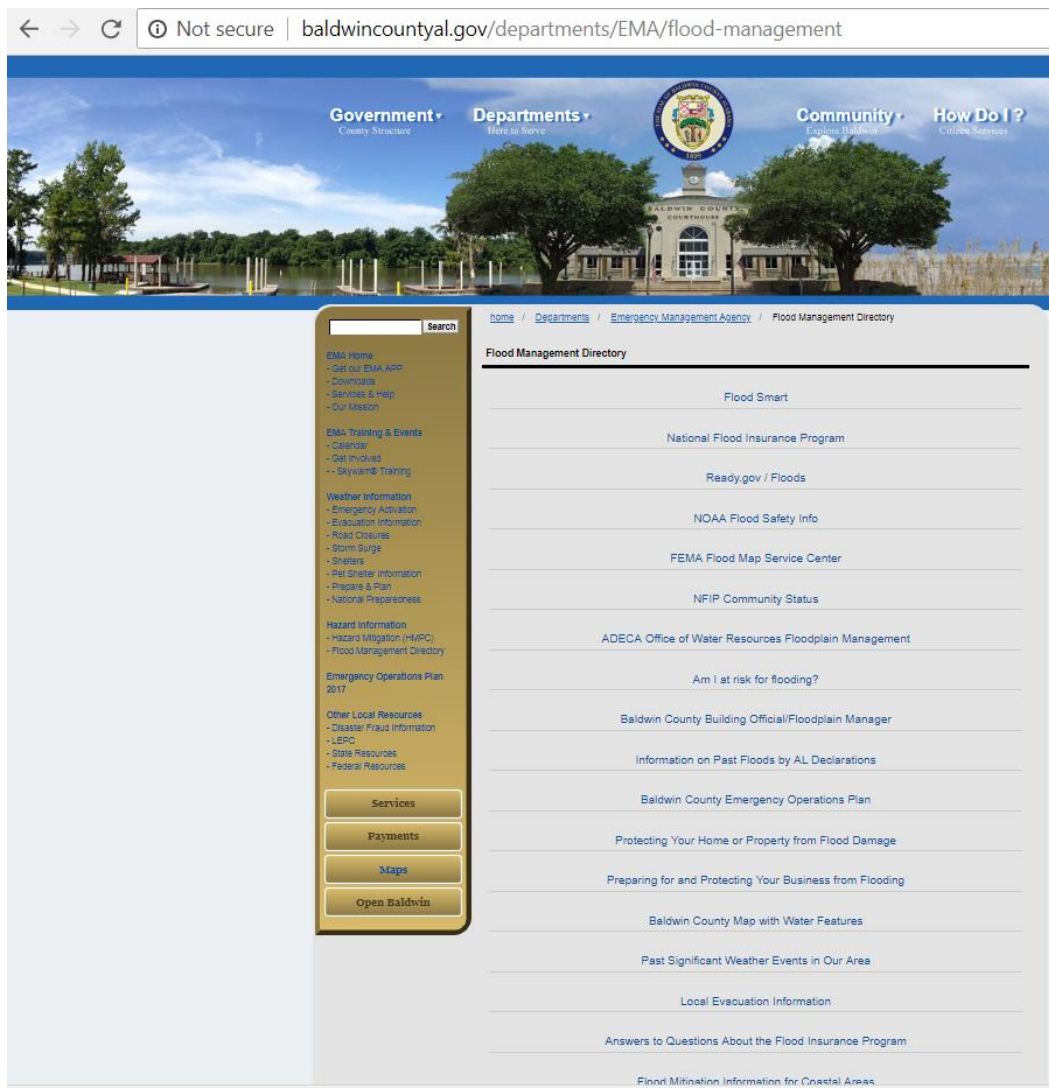
### ***Other Mitigation Activities***

Baldwin County has several mitigation type programs already established. The following are highlights from some of the departments:

#### Emergency Management Agency

- **Emergency Planning** - EMA researches, revises, prints and distributes hazard information, including a flood management directory (Figure 2.6).
- **Training to Emergency Responders and Public Organizations** - EMA will host/present training classes and/or presentations to response agencies, doctors, nurses and public organizations on topics such as Assisting Children in Disasters, Structural Collapse, Incident Command, Weather Spotter and CERT.
- **StormReady Certification**
- **Citizen Preparedness Information** - EMA is the administrator for the Baldwin County Local Emergency Planning Committee and hosts the website:  
<http://baldwincountyal.gov/ematraining/get-involved/ema-body>.
- **Participate in Emergency Exercises** - EMA participate in numerous emergency exercises every year.
- **Provide and Maintain EOC Facilities** - The 9-1-1/KEMA facility houses the EOC - Emergency Operations Center. This is the central meeting point for the City and County Mayors, Police, Fire, Emergency Medical Services, American Red Cross and others to coordinate response and recovery efforts following a disaster.
- **Grant Administration** - EMA administers several State and Federal Grants which provide emergency planning, training and equipment to emergency responders, hospitals and volunteers.
- **Duty Officer** - A duty officer is on call 24 hours a day, 7 days a week.

**Figure 2.6 Flood Management Directory, Baldwin County Website**



## Floodplain Management

Baldwin County's Floodplain Administrator also provides the following public education and outreach services:

- Flood Insurance Program Documents:
  - 2018 Flood Hazard Protection Newsletter
  - Flood\_Hazard\_Brochure\_2015
  - Coastal Barrier Resources System CBRA
  - Mandatory Purchase of Flood Insurance
  - NOAA\_snapshot
  - Baldwin\_County\_CRS\_Statistics\_2011
- CRS Mailouts
  - Repetitive Loss Properties



- Real Estate & Insurance Companies
- Hurricane Tabloid

### Stormwater

Baldwin County's Storm Water Management Program (SWMP) Plan summarizes the County's efforts to maintain compliance with the requirements of NPDES Permit ALR040042. The plan includes the following mitigation type efforts:

- Local Partnerships for educational and outreach programs:
  - Alabama Department of Environmental Management;
  - Alabama Clean Water Partnership;
  - Alabama Cooperative Extension System;
  - City of Daphne;
  - City of Fairhope;
  - City of Spanish Fort;
  - City of Foley;
  - City of Robertsdale;
  - Town of Magnolia Springs;
  - Town of Silverhill;
  - Town of Summerdale;
  - Town of Loxley;
  - Town of Perdido Beach;
  - Weeks Bay Preserve;
  - Weeks Bay Watershed Project;
  - Mobile Bay National Estuary Program;
  - Wolf Bay Watershed Watch;
  - Perdido Bay Watershed Planning;
  - Baldwin County Environmental Advisory Board;
  - Alabama Coastal Foundation; and,
  - People Against a Littered State.
- Workshops:
  - Nonpoint Education for Municipal Officials (NEMO) - Mobile Bay National Estuary Program Video "Understanding the MS4 Process" is available.
  - Erosion and Sediment Control - The County may evaluate and identify workshops that will be beneficial to city staff, professionals and development community.
  - Low Impact Development - The workshops that will be beneficial development community.
- Public Engagement Activities:
  - Baldwin County Water Festival is to educate students about all aspects of surface water and groundwater and other related natural resources
  - Earth Day is an annual celebration during which worldwide events are held for the purpose of demonstrating support for environmental protection.



## 3 RISK ASSESSMENT

**44 CFR Requirement §201.6(c)(2): [The plan shall include] A risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.**

The risk assessment process identifies and profiles relevant flood hazards and assesses the exposure of lives, property, and infrastructure to these flood hazards. The goal of the risk assessment is to estimate the potential loss in the planning area, including loss of life, personal injury, property damage, and economic loss, from a flood hazard event. The risk assessment process allows the community to better understand their potential risk to flood hazards and provides a framework for developing and prioritizing mitigation actions to reduce risk from future flood hazard events.

A Flood Hazard Management Plan was adopted in 2000. This risk assessment is an update to the risk assessment previously prepared. Updates to the risk assessment include the following:

- Identified hazards were re-evaluated and profiles were refined;
- Hazus 4.0, Alabama State Dataset was utilized to determine loss estimates;
- Hazus 4.0, results assessed vulnerability and loss estimates for flooding; and
- Critical facilities were updated with FMPC input.

The risk assessment followed the methodology described in the 2013 FEMA Local Mitigation Planning Handbook, which includes a four-step process:

- Step 1 - Describe Hazards
- Step 2 - Identify Community Assets
- Step 3 - Analyze Risk
- Step 4 - Summarize Vulnerability

This chapter is divided into four parts: hazard identification, hazard profiles, vulnerability assessment, and Summary of Key Issues.

- **Section 3.1 Hazard Identification** identifies the flood hazards that threaten the planning area and describes why some flood hazards have been omitted from further consideration.
- **Section 3.2 Hazard Profiles** discusses the threat to the planning area and describes location, extent, previous occurrences of flood hazard events and the probability of future occurrence.
- **Section 3.3 Vulnerability Assessment** assesses the planning area's total exposure to flood hazards, considering critical facilities and other community assets at risk, and assessing growth and development trends. Flood hazards that vary



geographically across the planning area are addressed in greater detail. This section includes steps 2 and 3 from above.

- **Section 3.4 Summary of Key Issues** provides a summary of the key issues or problems identified in the Risk Assessment.

## 3.1 Hazard Identification

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**Requirement §201.6(c)(2)(i): [The risk assessment shall include a] description of the type...of all natural hazards that can affect the jurisdiction.**

### 3.1.1 Review of State Hazard Mitigation Plan

The Floodplain Management Planning Committee (FMPC) reviewed data and discussed the impacts of each of the hazards of prime concern that were included and profiled in the 2018 update to the State of Alabama Hazard Mitigation Plan. The six flood-related hazards that were included in the State Plan are listed alphabetically below:

- Dam Failure;
- Flooding (riverine flooding, storm surge, flash floods);
- High Winds (hurricanes, tornadoes, windstorms);
- Sea Level Rise and Coastal Land Change;
- Sinkholes and Land Subsidence; and
- Tsunamis.

Data on the past impacts and future probability of flood hazards in the Baldwin County planning area were collected from the following sources:

- Alabama State Hazard Mitigation Plan (2018)
- Information on past hazard events from the Spatial Hazard Events and Losses Database for the United States (SHELDUS), a component of the University of South Carolina Hazards & Vulnerability and Research Institute
- Information on past extreme weather and climate events and projected trends from the National Oceanic and Atmospheric Administration's (NOAA) National Center for Environmental Information
- Disaster declaration history from the Federal Emergency Management Agency (FEMA), the Public Entity Risk Institute, and the USDA Farm Service Agency Disaster Declarations
- Information provided by members of the Floodplain Management Planning Committee
- Various articles and publications available on the internet (sources are indicated where data is cited)



### 3.1.2 Disaster Declaration History

One method used by the FMPC to identify hazards was to examine events that triggered federal and/or state disaster declarations. Federal and/or state declarations may be granted when the severity and magnitude of an event surpasses the ability of the local government to respond and recover. Disaster assistance is supplemental and sequential. When the local government's capacity has been surpassed, a state disaster declaration may be issued, allowing for the provision of state assistance. Should the disaster be so severe that both the local and state governments' capacities are exceeded, a federal emergency or disaster declaration may be issued allowing for the provision of federal assistance.

The federal government may issue a disaster declaration through FEMA, the U.S. Department of Agriculture (USDA), and/or the Small Business Administration. FEMA also issues emergency declarations, which are more limited in scope and do not include the long-term federal recovery programs of major disaster declarations. Determinations for declaration type are based on scale and type of damages and institutions or industrial sectors affected.

Table 3.1 lists federal disaster and emergency declarations received by Baldwin County. Each of the disaster events affected multiple counties. Hurricanes/Tropical Storms and flooding were the most prevalent disasters.

**Table 3.1 Flood-Related Disaster Declaration History in Baldwin County, 1969-Present**

DR #	Declaration Date	Disaster Description
<b>Disaster Declarations</b>		
280	1969-11-07	HURRICANE CAMILLE
369	1973-03-27	TORNADOES & FLOODING
563	1978-08-09	SEVERE STORMS & FLOODING
598	1979-09-13	HURRICANE FREDERIC
742	1985-09-07	HURRICANE ELENA
861	1990-03-21	SEVERE STORMS, TORNADOES & FLOODING
1070	1995-10-04	HURRICANE OPAL
1185	1997-07-25	SEVERE STORMS, FLOODING, HIGH WINDS, ASSOC WITH HURR DANNY
1250	1998-09-30	HURRICANE GEORGES - 18 SEP 98
1438	2002-10-09	TROPICAL STORM ISIDORE
1466	2003-05-12	SEVERE STORMS, TORNADOES, AND FLOODING
1549	2004-09-15	HURRICANE IVAN
1593	2005-07-10	HURRICANE DENNIS
1605	2005-08-29	HURRICANE KATRINA
1789	2008-09-10	HURRICANE GUSTAV
1797	2008-09-26	SEVERE STORMS AND FLOODING ASSOCIATED WITH HURRICANE IKE





DR #	Declaration Date	Disaster Description
<b>Disaster Declarations</b>		
1835	2009-04-28	SEVERE STORMS, FLOODING, TORNADOES & STRAIGHT-LINE
1866	2009-12-22	TROPICAL STORM IDA
1971	2011-04-28	SEVERE STORMS, TORNADOES, STRAIGHT-LINE WINDS, AND FLOODING
4082	2012-09-21	HURRICANE ISAAC
4176	2014-05-02	SEVERE STORMS, TORNADOES, STRAIGHT-LINE WINDS, AND FLOODING
4349	2017-11-16	HURRICANE NATE
<b>Emergency Declarations</b>		
3074	1979-03-17	FLOODING
3133	1998-09-28	HURRICANE GEORGES
3214	2005-08-28	HURRICANE KATRINA
3237	2005-09-10	HURRICANE KATRINA EVACUATION
3292	2008-08-30	HURRICANE GUSTAV
3319	2011-04-27	SEVERE STORMS, TORNADOES, AND STRAIGHT-LINE WINDS
3389	2017-09-11	HURRICANE IRMA
3394	2017-10-08	HURRICANE NATE

Source: FEMA Open Datasets, <https://www.fema.gov/openfema-dataset-disaster-declarations-summaries-v1>

It is also important to note that the federal government may issue a disaster declaration through the U.S. Department of Agriculture and/or the Small Business Administration, as well as through FEMA. The quantity and types of damage are the factors that determine whether such declarations are issued.

The U.S. Department of Agriculture (USDA) provides assistance to farmers and other rural residents, as the result of natural disasters. Agricultural-related disasters are quite common. One-half to two-thirds of the counties in the United States have been designated as disaster areas in each of the past several years. Agricultural producers may apply for low-interest emergency loans in counties named as primary or contiguous in a disaster designation.

USDA Secretarial disaster designations must be requested of the Secretary of Agriculture by a governor or the governor's authorized representative, or by an Indian Tribal Council leader. Primary and contiguous counties designations for Baldwin County for 2012 through 2018 were as follows:

- 2017 - Primary County – 05/01/2017-06/30/2017, Excessive rainfall, winds, flooding, flash flooding, and Tropical Storm Cindy
- 2016 – No flood-related designation, 3 drought events noted for Baldwin County
- 2015 – Contiguous County – 09/01/2015-11/20/2015, Excessive rain, wind, flooding
- 2014 - Contiguous County – 04/04/2014-05/02/2014, Excessive rain
- 2013 – Primary County – 01/01/2013-N/A, Excessive rain, flooding
- 2013 – Contiguous County – 11/13/2013-05/01/2013, Excessive rain



- 2012 - Contiguous County – 08/28/2012-08/30/2012, Excessive rain, high winds, and flooding associated with Hurricane Isaac

The Small Business Administration provides disaster assistance to families and businesses through their Disaster Assistance Program. The mission of this program is to offer financial assistance to those who are trying to rebuild their homes and businesses in the aftermath of a disaster. By offering low-interest loans, the SBA is committed to long-term recovery efforts. SBA is also committed to mitigation and has additional loan programs to help reduce future losses.

An SBA declaration may be requested by the State Governor. When the Governor's request for assistance is received, a survey of the damaged area(s) is conducted with State and local officials, and the results are submitted to the Administrator for a decision. When the Administrator of SBA declares an area, both primary and adjacent counties are eligible for the same assistance.

### 3.1.3 Hazards Identified

After review of the hazards in the Alabama State Hazard Mitigation Plan, the local Baldwin County Hazard Mitigation Plan, the previous Flood Hazard Management Plan, and the disaster declaration history, the FMPC identified six flood hazards that significantly affect the planning area. These hazards are listed below in Table 3.2, the "X" indicates if the hazard was included in the planning document. Each of these hazards is profiled in further detail in the next section.

**Table 3.2 Hazards Identified for Each Participating Jurisdiction**

Hazard	Baldwin County Flood Hazard Management Plan 2018	Alabama State Hazard Mitigation Plan 2018	Baldwin County Hazard Mitigation Plan 2015	Baldwin County Flood Hazard Management Plan 2000
Flood: 100-/500-Year	X	X	X	X
Flood: Stormwater/Localized	X	X	X	
Hurricane and Tropical Storms (including storm surge)	X	X	X	X
Coastal Bank Erosion	X	Included as a component of Flooding		X
Dam/Levee Failure	X	X	X	
Changing Future Conditions and Sea Level Rise	X	X	Included as a component of tsunamis	
Tsunami	X	X	X	





## 3.2 Hazard Profiles

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**Requirement §201.6(c)(2)(i): [The risk assessment shall include a] description of the...location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.**

### Methodology

Each hazard identified in Section 3.1 Hazard Identification is profiled individually in this section. The level of information presented in the profiles varies by hazard based on the information available. With each update of this plan, new information will be incorporated to provide for better evaluation and prioritization of the hazards that affect the planning area.

The sources used to collect information for these profiles include those mentioned in Section 3.1.1 as well as those cited individually in each hazard section.

Detailed profiles for each of the identified hazards include information categorized as follows:

### Hazard Description

This section consists of a general description of the hazard and the types of impacts it may have on a community.

### Geographic Location

This section describes the geographic location of the hazard in the planning area. Where available, the extent, or potential “size” of the hazard is discussed in this section. Where available, maps are utilized to indicate the specific locations within the planning area that are vulnerable to the subject hazard.

- **Community Wide (3):** 50-100% of planning area
- **Partial (2):** 10-50% of planning area
- **Minimal (1):** Less than 10% of planning area

### Previous Occurrences

This section includes information on historic incidents and their impacts based upon the sources described in Section 3.1 Hazard Identification and the information provided by the FMPC.



## Probability of Future Occurrence

Where applicable, the frequency of past events is used to gauge the likelihood of future occurrences. Where possible, the probability or chance of occurrence was calculated based on historical data. Probability was determined by dividing the number of events observed by the number of years and multiplying by 100. This gives the percent chance of the event happening in any given year. An example would be three droughts occurring over a 30-year period, which suggests a 10 percent chance of a drought occurring in any given year.

- **Very High (5):** Occurs annually, 100% probability in next year
- **High (4):** Occurs every 2-3 years; Between 30 and 100% probability in next year or at least one chance in ten years
- **Moderate (3):** Occurs every 3-10 years; Between 10 and 30% probability in next year or at least one chance in next 100 years
- **Low (2):** Occurs every 10 years; Between 1% and 10% probability in next 100 years
- **Very Low (1):** Rare; less than 1% probability

## Magnitude/Severity

The magnitude of the impact of a hazard event (past and perceived) is related directly to the vulnerability of the people, property, and the environment it affects. This is a function of when the event occurs, how the location affected the resilience of the community, and the effectiveness of the emergency response and disaster recovery efforts.

- **Devastating (4):**
  - Devastating casualties, business losses and structure damage
  - Complete shutdown of facilities for 30 or more days, more than 50 percent of property is severely damaged
- **Significant (3):**
  - Potential for some casualties and significant, but less than devastating, business losses and structure damage
  - Complete shutdown of critical facilities for at least two weeks, 25–50 percent of property is severely damaged
- **Moderate (2):**
  - Moderate potential for economic losses and structure damage
  - Complete shutdown of critical facilities for more than one week, 10–25 percent of property is severely damaged
- **Slight (1):**
  - Slight or minimal potential for economic losses and structure damage
  - Shutdown of critical facilities and services for 24 hours or less, less than 10 percent of property is severely damaged



## Changing Future Conditions

This section presents potential changes to each hazard that are expected to occur due to variations in environment and climate. Predictions about the changes are contingent upon available research; therefore, some hazards have limited or unknown information. It is difficult to predict the scope, severity, and pace of changing future conditions and the impacts posed by more intense storms, frequent heavy participation, heat waves, drought, and extreme flooding; none-the-less, according to the FEMA Climate Change Adaptation Policy Statement, they can significantly change the probabilities and magnitudes of hazards faced by communities.

## Hazard Summary

At the conclusion of each hazard profile, a hazard summary table is provided which includes the following elements: probability of future occurrence, potential magnitude, and spatial extent. The ratings of these elements were then used to calculate a planning significance rating. The assigned value, ratings, and defined parameters are provided below.

## Planning Significance

Significance was measured in general terms and focused on key criteria such as frequency and resulting damage, which includes deaths and injuries, as well as property and economic damage.

Based on the above methodology, Table 3.3 provides the ratings and planning significance for the flood hazards analyzed in this plan.

**Table 3.3 Planning Significance Scores**

Hazard	Geographic Location / Spatial Extent	Probability	Magnitude	Planning Significance
Flood: 100-/500-Year	Partial	Very High	Significant	High
Hurricane and Tropical Storms (including storm surge)	Community-Wide	Moderate	Significant	High
Flood: Stormwater/Localized	TBD	TBD	TBD	Moderate
Coastal Bank Erosion	Minimal	Very High	Moderate	Moderate
Changing Future Conditions and Sea Level Rise	Minimal	High	Slight	Moderate
Dam/Levee Failure	Minimal	Very Low	Slight	Low
Tsunami	Minimal	Very Low	Slight	Low



### 3.2.1 Flooding

#### Description

Flooding is defined by the rising and overflowing of a body of water onto normally dry land. Flooding can result from an overflow of inland or tidal waters or an unusual accumulation or runoff of surface waters from any source.

Certain health hazards are also common to flood events. While such problems are often not reported, three general types of health hazards accompany floods. The first comes from the water itself.

Floodwaters carry anything that was on the ground that the upstream runoff picked up, including dirt, oil, animal waste, and lawn, farm and industrial chemicals. Pastures and areas where farm animals are kept, or their wastes are stored can contribute polluted waters to the receiving streams.

Floodwaters also saturate the ground, which leads to infiltration into sanitary sewer lines. When wastewater treatment plants are flooded, there is nowhere for the sewage to flow. Infiltration and lack of treatment can lead to overloaded sewer lines that can back up into low-lying areas and homes. Even when it is diluted by flood waters, raw sewage can be a breeding ground for bacteria such as E.coli and other disease-causing agents.

The second type of health problem arises after most of the water has gone. Stagnant pools can become breeding grounds for mosquitoes, and wet areas of a building that have not been properly cleaned breed mold and mildew. A building that is not thoroughly cleaned becomes a health hazard, especially for small children and the elderly.

Another health hazard occurs when heating ducts in a forced air system are not properly cleaned after inundation. When the furnace or air conditioner is turned on, the sediments left in the ducts are circulated throughout the building and breathed in by the occupants. If the County water system loses pressure, a boil order may be issued to protect people and animals from contaminated water.

The third problem is the long-term psychological impact of having been through a flood and seeing one's home damaged and personal belongings destroyed. The cost and labor needed to repair a flood-damaged home puts a severe strain on people, especially the unprepared and uninsured. There is also a long-term problem for those who know that their homes can be flooded again. The resulting stress on floodplain residents takes its toll in the form of aggravated physical and mental health problems.



## **Sources and Types of Flooding**

Flooding within Baldwin County can be attributed to three sources: 1) tidal flooding resulting from hurricanes and tropical storms; 2) riverine flooding resulting from heavy and prolonged rainfall over a given watershed which causes the capacity of the main channel to be exceeded; and 3) flash flooding resulting from heavy rainfall that overburdens the drainage system within the community.

- ***Coastal (Tidal) Flooding:*** All lands bordering the coast are prone to tidal flooding. Coastal land such as sand bars, barrier islands and deltas provide a buffer zone to help protect human life and real property relative to the sea much as flood plains provide a buffer zone along rivers and other bodies of water. Coastal floods usually occur as a result of abnormally high tides or tidal waves, storm surge and heavy rains in combination with high tides, tropical storms and hurricanes.

The primary factors contributing to coastal flooding in Baldwin County are its location in a hurricane prone area, its openness to Gulf of Mexico storm surges and unfavorable, shallow bathymetry extending far offshore. Many of the large streams and sounds near the coast have wide mouths and are bordered by extensive areas of low marsh. In addition, the terrain at the coast is generally too low to provide an effective barrier. The offshore ocean depths are shallow for great distances, capable of generating extremely high storm surges with potential devastating impact in Baldwin County, particularly if driven at times of high tide.

- ***Riverine Flooding:*** Riverine flooding is defined as an event when a watercourse exceeds its "bank-full" capacity. Riverine floods result from precipitation over large areas. This type of flood occurs in river systems whose tributaries may drain large geographic areas and include many independent river basins. Riverine flooding generally occurs as a result of prolonged rainfall, or rainfall that is combined with soils already saturated from previous rain events. The duration of riverine floods may vary from a few hours to many days.

Factors that directly affect the amount of flood runoff include precipitation, intensity and distribution, the amount of soil moisture, seasonal variation in vegetation, snow depth, and water-resistance of the surface areas due to urbanization.

The area of low-lying ground adjacent to a river, formed mainly of river sediments and subject to flooding is defined as the floodplain. The area inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year is defined as the special flood hazard area (SFHA). The SFHA or 1-percent annual flood is the national standard to which communities regulate their floodplains through the National Flood Insurance Program.

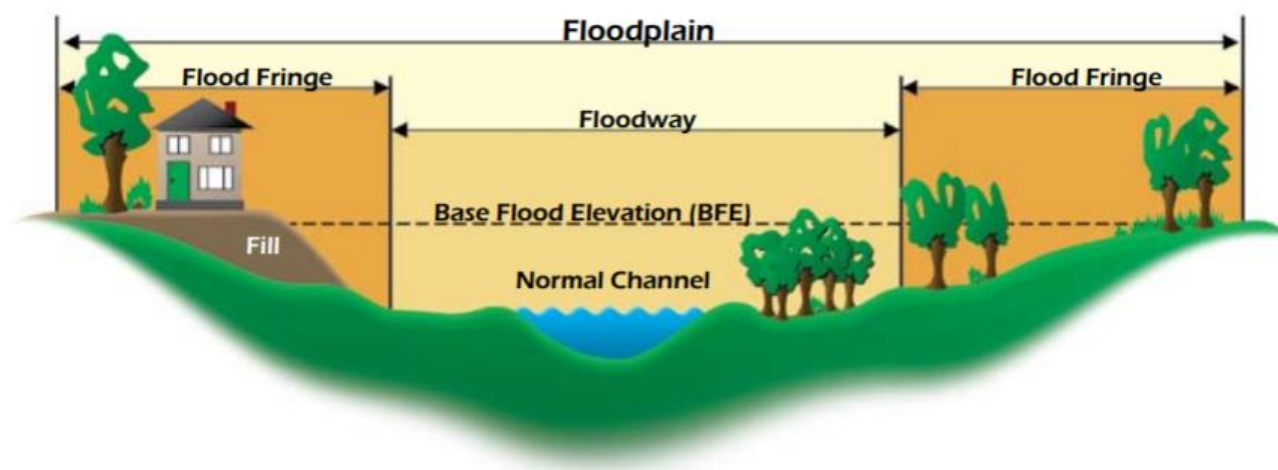
- ***Flash or Rapid Flooding:*** Flash flooding is the result of heavy, localized rainfall, possibly from slow-moving intense thunderstorms that cause small streams and drainage systems to overflow. Flash flood hazards caused by surface water runoff

are most common in urbanized cities, where greater population density generally increases the amount of impervious surface (e.g., pavement and buildings) which increases the amount of surface water generated. Flooding can occur when the capacity of the stormwater system is exceeded or if conveyance is obstructed by debris, sediment and other materials that limit the volume of drainage.

### **Flooding and Floodplains**

The area adjacent to a channel is the floodplain, as shown in Figure 3.1. A floodplain is flat or nearly flat land adjacent to a stream or river that experiences occasional or periodic flooding. It includes the floodway, which consists of the stream channel and adjacent areas that carry flood flows, and the flood fringe, which are areas covered by the flood, but which do not experience a strong current. Floodplains are made when floodwaters exceed the capacity of the main channel or escape the channel by eroding its banks. When this occurs, sediments (including rocks and debris) are deposited that gradually build up over time to create the floor of the floodplain. Floodplains generally contain unconsolidated sediments, often extending below the bed of the stream.

**Figure 3.1 Characteristics of a Floodplain**



Source: NFIP Guidebook, 2009

In its common usage, the floodplain most often refers to that area that is inundated by the 100-year flood, the flood that has a 1% chance in any given year of being equaled or exceeded. The 100-year flood is the national minimum standard to which communities regulate their floodplains through the National Flood Insurance Program (NFIP). The 500-year flood is the flood that has a 0.2 percent chance of being equaled or exceeded in any given year. The potential for flooding can change and increase through various land use changes and changes to land surface, which result in a change to the floodplain. A change in environment can create localized flooding problems inside and outside of





natural floodplains by altering or confining natural drainage channels. These changes are most often created by human activity.

The 100-year flood, which is the minimum standard used by most federal and state agencies, is used by the NFIP as the standard for floodplain management and to determine the need for flood insurance. Participation in the NFIP requires adoption and enforcement of a local floodplain management ordinance which is intended to prevent unsafe development in the floodplain, thereby reducing future flood damages. Participation in the NFIP allows for the federal government to make flood insurance available within the community as a financial protection against flood losses. Since floods have an annual probability of occurrence, have a known magnitude, depth and velocity for each event, and in most cases, have a map indicating where they will occur, they are in many ways often the most predictable and manageable hazard.

Regulated floodplains are illustrated on inundation maps called Flood Insurance Rate Maps (FIRMs). It is the official map for a community on which FEMA has delineated both the SFHAs and the risk premium zones applicable to the community. SFHAs represent the areas subject to inundation by the 100-year flood event. Structures located within the SFHA have a 26-percent chance of flooding during the life of a standard 30-year mortgage. Flood prone areas were identified within Baldwin County using the most current Flood Insurance Study (FIS) and associated FIRMs developed by FEMA preliminary on July 31, 2017. Table 3.4 summarizes the types flood insurance zones.

---

**Table 3.4 Mapped Flood Insurance Zones**

Zone	Description
<b>VE</b>	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.
<b>V</b>	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
<b>AE</b>	Base Flood Elevations determined.
<b>A</b>	No Base Flood Elevations determined.
<b>AH</b>	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevation determined.
<b>AO</b>	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
<b>AR</b>	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.



Zone	Description
<b>A99</b>	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
<b>X (shaded)</b>	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
<b>X (unshaded)</b>	Areas determined to be outside the 0.2% annual chance floodplain.
<b>D</b>	Areas in which flood hazards are undetermined, but possible.

Source: Baldwin County, Alabama FIS and FIRM, July 31, 2017

## Geographic Location

*Partial* - The mapped flood insurance zones for Baldwin County are presented in Figure 3.2. This area includes:

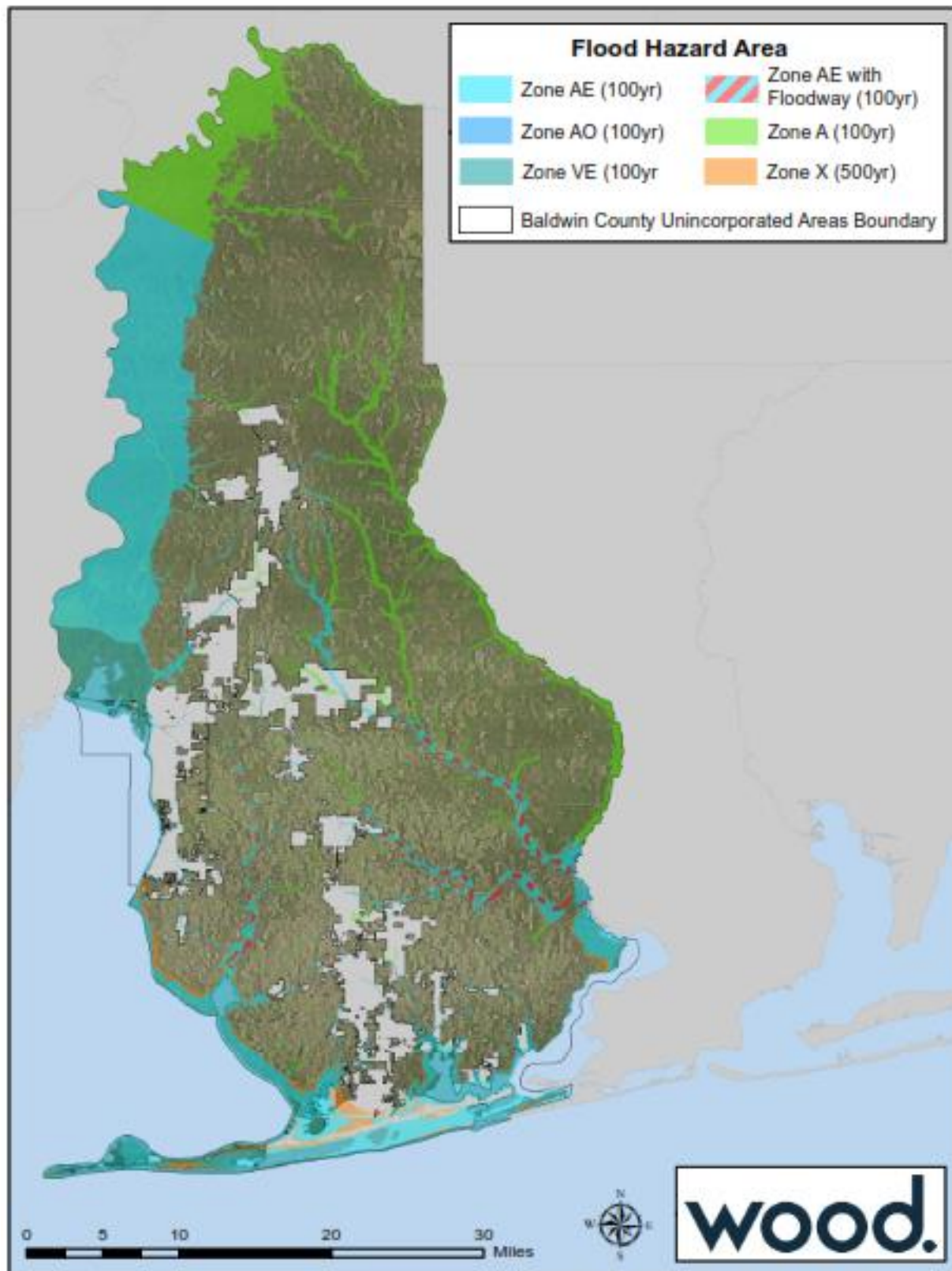
- SFHA - 353.6 square miles
- Floodway – 20.3 square miles
- Coastal High Hazard Area – 10.4 square miles

Figure 3.3 reflects the effective FIRM panel scheme for Baldwin County.

The total land area of Baldwin County is 1503.24 square miles. The total area identified as a flood hazard area (384.3 sq. mi.) is 25.5-percent of the total land area. The FMPC determined the spatial extent to be partial, 10 to 50-percent of the planning area.



**Figure 3.2 Baldwin County FIRM Flood Zones**





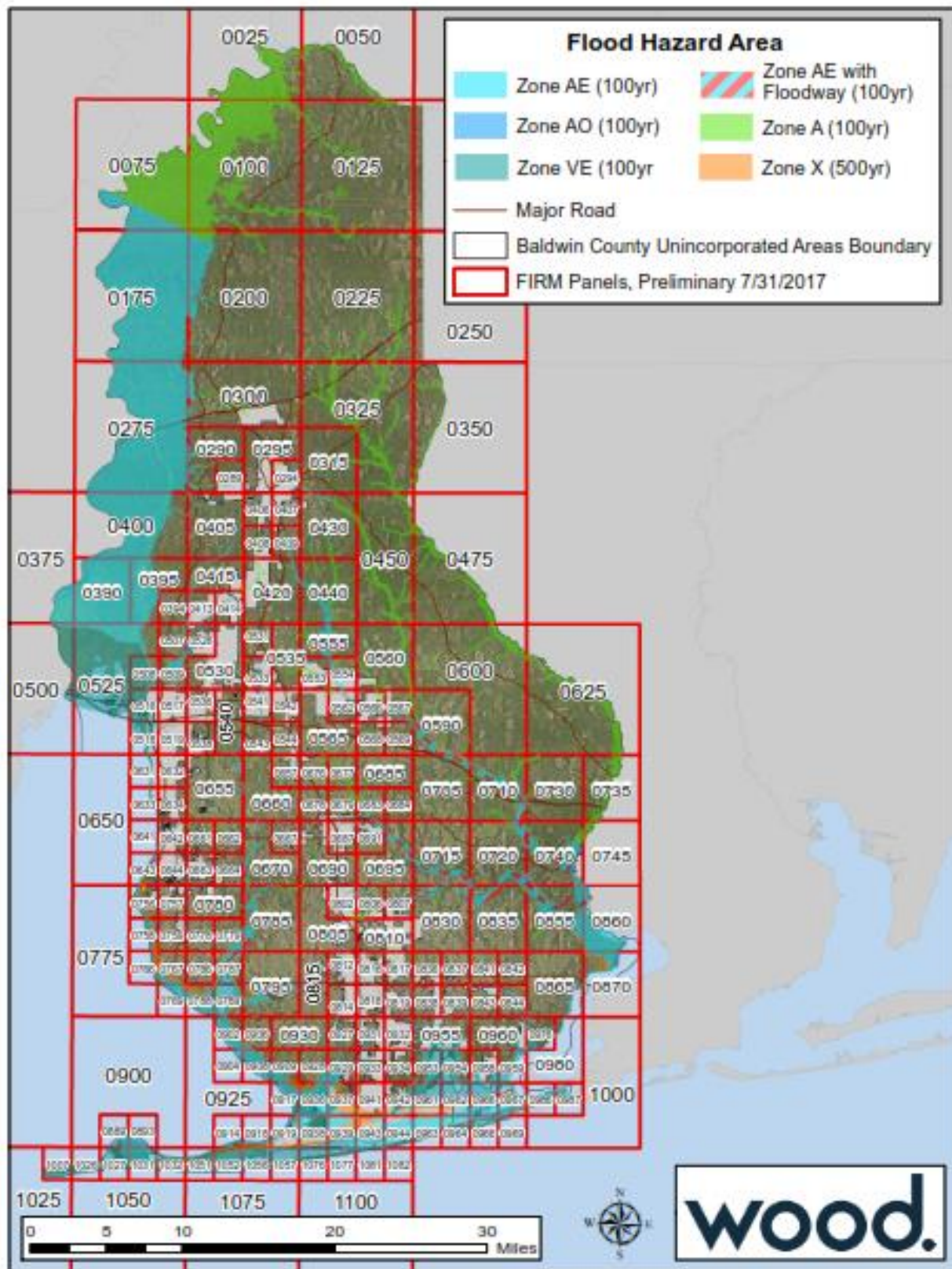
All streams within Baldwin County, as previously identified, are subject to flooding and backwater flooding. Backwater flooding is defined as upstream flooding caused by downstream conditions such as channel restriction and/ or high flow in a downstream confluence stream. The primary effect of flooding on these streams appears to be inundation, although velocities will become significant to persons and structures under more extreme flooding situations. Calculated floodplain velocities range from 0.2 to 6.5 feet per second (fps). Velocities greater than 5.0 fps which is considered to be of dangerous magnitude. Table 3.5 outlines the critical depths and velocities that will harm residents and structures during a flood event.

**Table 3.5 Critical Flood Depths and Velocities**

<b>Depth (threat to life)</b>	In stagnant backwater areas (zero velocity), depths in excess of about 1m (3.3ft) are sufficient to float young children, and depths above 1.4m (4.6ft) are sufficient to float teenage children and many adults.
<b>Velocity (threat to life)</b>	In shallow areas, velocities in excess of 1.8m/s (5.9 ft/s) pose a threat to the stability of many individuals.
<b>Depth and Velocity (threat to life)</b>	The hazards of depth and velocity are closely linked as they combine to effect instability through an upward buoyant force and a lateral force. A product of less than or equal to 0.4m <sup>2</sup> /s (43 ft <sup>2</sup> /s) defines a low hazard provided the depth does not exceed 0.8m (2.6ft) and the velocity does not exceed 1.7m/s (5.6 ft/s).
<b>Vehicular access (emergency access)</b>	Most automobiles will be halted by flood depths above 0.3-0.5m (1.0-1.7ft). A maximum flood velocity of 3m/s (9.8 ft/s) would be permissible, providing that flood depths are less than 0.3m (1.0ft). A depth of 0.9-1.2m (2.9-3.9 ft) is the maximum depth for rapid access of large emergency vehicles.
<b>Structural Integrity (structures above ground)</b>	A depth of 0.8m (2.6ft) is the safe upper limit for the above ground/super structure of conventional brick veneer, and certain types of concrete block buildings. The structural integrity of elevated structures is more a function of flood velocities (e.g. Erosion of foundations, footings or fill) than depth. The maximum velocity to maintain structural stability depends on soil type, vegetation cover, and slope but ranges between 0.8-1.5m/s (2.6-4.9 ft/s)
<b>Fill (stability)</b>	In general, fill may become susceptible to erosion/instability at depths of 1.8-2.4m (5.9-7.9ft).

Source: Technical Guide - River and Stream Systems: Flooding Hazard Limit, Ontario Ministry of Natural Resources, 2002

**Figure 3.3 Baldwin County FIRM Panel Scheme**







The NFIP utilizes the 100-year flood as a basis for floodplain management. The FIS defines the probability of flooding as flood events of a magnitude which are expected to be equaled or exceeded once on the average during any 100-year period (recurrence intervals). Or considered another way, properties within a 100-year flood zone have a one percent probability of being equaled or exceeded during any given year. Mortgage lenders require that owners of properties with federally-backed mortgages located within SFHAs purchase and maintain flood insurance policies on their properties. Consequently, newer and recently purchased properties in the community are insured against flooding. Due to the risk of flooding from hurricanes, all property owners within Baldwin County, even if the property is not located in a SFHA, should be encouraged to purchase and maintain flood insurance policies.

### Previous Occurrences

Table 3.6 shows flood events from causes other than hurricanes reported by the NCEI since 1950 for Baldwin County.

**Table 3.6 Previous Flood Events, 1996-2018**

Location	Date	Event Type	Injuries / Deaths	Property Damage	Crop Damage
STAPLETON	8/30/1996	Flash Flood	0/0	2,000	0
CENTRAL PORTION	1/7/1998	Flash Flood	0/0	20,000	0
SOUTH PORTION	1/7/1998	Flash Flood	0/0	10,000	0
COUNTYWIDE	3/8/1998	Flash Flood	0/0	1,000,000	0
COUNTYWIDE	9/28/1998	Flash Flood	0/0	0	0
FT MORGAN	3/13/1999	Coastal Flood	0/0	5,000	0
COUNTYWIDE	3/3/2001	Flash Flood	0/0	15,000	0
POINT CLEAR	9/14/2002	Flash Flood	0/0	0	0
SOUTH PORTION	9/25/2002	Flash Flood	0/0	0	0
CENTRAL PORTION	4/7/2003	Flash Flood	0/0	0	0
CENTRAL PORTION	5/18/2003	Flash Flood	0/0	500,000	0
CENTRAL PORTION	5/19/2003	Flash Flood	0/0	0	0
CENTRAL PORTION	6/6/2003	Flash Flood	0/0	0	0
COUNTYWIDE	6/30/2003	Flash Flood	0/0	0	0
COUNTYWIDE	7/1/2003	Flash Flood	0/0	0	0
STOCKTON	5/17/2004	Flash Flood	0/0	0	0
EAST PORTION	9/16/2004	Flash Flood	0/0	0	0
CENTRAL PORTION	3/31/2005	Flash Flood	0/0	10,000	0
SOUTH PORTION	4/1/2005	Flash Flood	0/0	100,000	0
SOUTH PORTION	4/6/2005	Flash Flood	0/0	150,000	0
CENTRAL PORTION	4/30/2005	Flash Flood	0/0	0	0
WEST PORTION	7/6/2005	Flash Flood	0/0	0	0
COUNTYWIDE	8/29/2005	Flash Flood	0/0	0	0



Location	Date	Event Type	Injuries / Deaths	Property Damage	Crop Damage
CENTRAL PORTION	5/29/2006	Flash Flood	0/0	0	0
EAST PORTION	6/16/2006	Flash Flood	0/0	0	0
VAUGHN	4/1/2007	Flash Flood	0/0	0	0
LILLIAN	5/30/2007	Flash Flood	0/0	0	0
LITTLE RIVER	10/23/2007	Flash Flood	0/0	0	0
STOCKTON	1/31/2008	Flash Flood	0/0	0	0
MONTROSE	5/16/2008	Flash Flood	0/0	10,000	0
MONTROSE	9/1/2008	Flash Flood	0/0	5,000	0
CROSSROADS	12/14/2009	Flash Flood	0/0	0	0
GASQUE	5/16/2010	Flash Flood	0/0	0	0
GASQUE	5/16/2010	Flash Flood	0/0	0	0
RIVER PARK	6/9/2012	Flash Flood	0/0	0	0
BARNWELL	7/11/2013	Flash Flood	0/0	0	0
HOUSTONVILLE	7/11/2013	Flash Flood	0/0	75,000	0
MONTROSE	7/11/2013	Flash Flood	0/0	0	0
YUPON	7/11/2013	Flash Flood	0/0	0	0
JOSEPHINE	7/28/2013	Flash Flood	0/0	0	0
POINT CLEAR	3/28/2014	Flood	0/0	0	0
TAYLORS CAMP	4/14/2014	Flash Flood	0/0	100,000	0
TAYLORS CAMP	4/14/2014	Flash Flood	0/0	25,000	0
LILLIAN	5/2/2014	Flood	0/1	0	0
ROMAR BEACH	2/23/2016	Flash Flood	0/0	0	0
BON SECOUR	8/12/2016	Flood	0/0	0	0
BELFOREST	1/2/2017	Flash Flood	0/0	600,000	0
ELSANOR	6/7/2017	Flash Flood	0/0	0	0
MARLOW	10/22/2017	Flash Flood	0/0	50,000	0
OAK	10/28/2017	Flash Flood	0/0	0	0

The following provides details on flood events detailed in the NCEI database and from members of the FMPC.

**August 30, 1996** - Rains of 3 to 4 inches in the Stapleton area caused Alabama 59 to be closed for an hour or so until water had drained from the road. The storm that caused the rains had dumped up to eight inches of rain over parts of Clarke, Monroe and Wilcox counties earlier in the day.

**January 7, 1998** - Three to four inches of rain across the central and south parts of the county caused many small streams to overflow their banks. Many secondary roads had standing water in them especially along US Hwy 59 south of I-10. Most secondary roads near the communities of Silverhill and Foley were impassable and some even washed out. because of the heavy rains. Because of the heavy rains earlier in the day and the resulting runoff, the Fish river started rising very rapidly, especially south of County Road 104. The water got into a couple of homes south of Marlow. The river started receding during the early evening hours, shortly after high tide. No one was forced to evacuate and



only minor damage was reported to the homes that had water in them.

**March 8, 1988** - Baldwin...Most of the flooding took place north of I-10. Most of the secondary roads were washed out by the heavy rain. Many of the paved roads in the north part of the county remained closed until the evening of March 8, when the water finally receded.

**March 3, 1999** - Southeast winds of 20 to 30 mph ahead of a cold front again caused above normal tides across the coastal areas. The west end of Dauphin Island had to close several streets due to high water from above normal tides. The eastbound lanes on the Causeway across Mobile Bay were closed for several hours because of high water. The highway (193) leading to the Dauphin Island Bridge had water blowing across it and debris was in the road. Water was also reported over some streets that run along the Gulf of Mexico in Orange Beach and Gulf Shores. Some of the tide readings were Dauphin Island 2.5 feet, Alabama State Docks 3.56 feet, Bayou La Batre 3.6 feet and Point Cadet 4.2 feet.

**March 3, 2001** - Heavy rains caused many secondary roads throughout the county to wash out. The rains ended during the afternoon in the south part of the county and most of those roads were passable during the late afternoon. Rains continued into the evening across the north parts of the county and roads remained closed until after sunset. Radar estimated three to five inches of rain fell across the area.

**May 18, 2003** - Excessive rainfall occurred over a 12-hour period, with radar estimating rainfall totals of 11 to 15 inches. This produced flooding from Bay Minette to Spanish Fort to Daphne. Bay Minette had eleven homes flooded, and several homes were also flooded in the Daphne area. Several roads were closed, and a few bridges were washed out. The bridge washouts forced residents to take long detours for several weeks, until the bridges were rebuilt.

**March 31, 2005** – Several hours of heavy rains caused many streets to flood in the central and south parts of the county. Most of the flooding was generally along and south of I-10. Radar and surface reports showed that seven to ten inches of rain fell across the area. Many streets were closed due to high water in this area. The flooding continued across the area into the next day. Several bridges in the south part of the county were damaged and were closed for days due to the high water.

**April 1, 2005** – Heavy rains that began on March 31 and continued into April 1 caused flooding in the southern parts of the county, generally south of I-10. Numerous roads had to be closed for several hours because of the heavy rains. It was estimated that ten to fifteen inches of rain fell across the area in a 24-hour period. Several homes were evacuated around the Styx river because of the threat of flooding. Several vehicles were flooded when people tried to drive on flooded roadways. Several bridges in the south part of the county also suffered damage from the water. No injuries occurred.

**April 6, 2005** - Heavy rains again caused numerous streets to flood in the southern parts of the county. Rainfall totals of six to eight inches in a twelve-hour period caused water to



pond in several locations. Many drainage systems were also still clogged from debris from Ivan and caused water to pond more quickly than would normally occur. Several bridges suffered damage from the heavy rains and had to be closed for a few days until workers could repair them. From March 31 through April 7, it was estimated that 10 to 20 inches of rain fell across the southern parts of the county.

**May 16, 2008** - Heavy rains fell across the south parts of Mobile and Baldwin counties and caused temporary flooding of streets and secondary roads. Some of the roads had to be closed for more than an hour due to the heavy rains. The roads that were flooded were generally south of I-10. The heavy rains caused soil to be washed away at a construction site in Fairhope. Rainfall totals of three to four inches fell across the area.

**September 1, 2008** - Heavy rains from Gustav brought flooding to most of the county. The heavy rains began around mid-day and lasted into the evening. Rainfall estimates of 4-6 inches were widespread across the county with isolated areas receiving more. The Loxley area measured a total of 8.40 inches of rain and Robertsedale measured 7.46 inches. Many streets had standing water in them and had to be closed for several hours due to high water.

**July 11, 2013** - Baldwin County Emergency Management relayed Baldwin County Sheriff's Office report of multiple homes flooded on Highway 181 north of Twin Beech Road and County Road 44.

**April 14, 2014** - Heavy rain caused Highway 90 just east of Highway 59 to flood. Numerous roads closed in Fairhope, Robertsedale and Silverhill. Highway Department placed warning barricades up across roads experiencing high water. One person was rescued from a residence due to flooding.

**January 2, 2017** - Significant flash flooding occurred, especially in the Foley area, due to 5 to 7 inches of rain falling the span of only a couple of hours. A water rescue had to be performed on Fernwood Circle due to the rapid rise of Sandy Creek. Numerous roads in the central and southern half of the county were flooded and closed, with several sustaining damages due to the flooding.

**October 22, 2017** - The rapid rise of the Fish River resulted in significant flooding from County 32 to Highway 104. County Road 32 was flooded just east of the bridge. Over 10 water rescues were performed from County Road 32 north to Highway 104. Multiple cars were under water.



According to the USDA's Risk Management Agency, insured crop losses in Baldwin County as a result of excessive moisture from 2007 to 2018 totaled \$6,160,894.59. According to the 2018 Alabama Crop Insurance Profile, 82 percent of insurable crops were insured in Baldwin County. Historical crop insurance claims as a result of flooding are detailed in Table 3.7.

**Table 3.7 Claims Paid in Baldwin County for Crop Loss as a Result of Excessive Moisture/Precipitation/Rain, 2007-2018**

Year	Crop	Hazard	Claims Paid
2007	Peanuts	Excess Moisture/Precip/Rain	\$22,488.00
2009	Corn, Cotton, Oats, Peanuts, Pecans, Potatoes, Soybeans, and Wheat	Excess Moisture/Precip/Rain	\$444,013.00
2010	Oats, Potatoes, Soybeans, and Wheat	Excess Moisture/Precip/Rain	\$341,070.00
2011	Corn and Soybeans	Excess Moisture/Precip/Rain	\$1,521.00
2012	Peanuts, Pecans, Soybeans, Wheat, and all other Crops	Excess Moisture/Precip/Rain	\$387,530.00
2013	Corn, Cotton, Grain Sorghum, Peanuts, Pecans, Soybeans, Wheat, and all other Crops	Excess Moisture/Precip/Rain	\$1,447,410.00
2014	Corn, Cotton, Oats, Peanuts, Pecans, Soybeans, Wheat, and all other Crops	Excess Moisture/Precip/Rain	\$780,300.66
2015	Corn, Cotton, Oats, Peanuts, Soybeans, Wheat, and all other Crops	Excess Moisture/Precip/Rain	\$884,409.86
2016	Corn, Oats, Peanuts, Pecans, Potatoes, and Wheat	Excess Moisture/Precip/Rain	\$214,257.25
2017	Corn, Cotton, Peanuts, Pecans, Soybeans, Wheat, and all other Crops	Excess Moisture/Precip/Rain	\$1,378,869.82
2018	Corn, Peanuts, Potatoes, and Soybeans	Excess Moisture/Precip/Rain	\$259,025.00
<b>Total</b>			<b>\$6,160,894.59</b>

Source: USDA Risk Management Agency, 2018  
<https://www.rma.usda.gov/data/cause.html>

### Probability of Future Occurrences

*Very High* - Based on data from FEMA, the NCEI database and local accounts, from 1996 to 2017, there were 50 records of flood or flash flood events over a 22-year period. The average number of flood and flash flood events calculates to 2.3 per year.

### Magnitude/Severity

*Significant* - The floodplain extends into some populated areas of the planning area indicating that some property damage from riverine flooding will occur during larger





events. The most frequent type of flooding and damages are as a result of the frequent flash flood events. These are especially problematic in areas where development increases the rate of water flow and decreases the ability for water to be absorbed into the ground.

### Changing Future Conditions

As previously noted in Chapter 2, precipitation along the northern Gulf Coast has increased annually and in summer. Increases in rainfall frequency and intensity are likely to put additional stress on natural hydrological systems and stormwater systems. Flood-prone areas should be prepared for a potential increase in facility closures and/or damages, as well as an increase in public demand for flood response and assistance. Natural features that experience repeated flooding may manifest changes in the form of stream bank instability and changing shoreline, floodplain, and wetland boundaries. Baldwin County may also wish to plan for the potential loss of cropland and damage to both private property and public infrastructure such as bridges.

The environmental impacts of flooding include erosion, surface and groundwater contamination, and reduced water quality. The threat of more frequent flood events may thus be a concern particularly for areas of the County which depend on rivers and/or the coastline for tourism. Rural communities may experience increases in well contamination and road washouts, while urban areas may be particularly vulnerable to flash flooding as heavy rain events quickly overwhelm the ability of a more impermeable environment to absorb excess stormwater.

### Flood Hazard Summary

Geographic Location / Spatial Extent	Probability	Magnitude	Planning Significance
Partial	Very High	Significant	High



### 3.2.2 Flooding – Stormwater/Localized

#### Description

Localized stormwater flooding can also occur throughout Baldwin County. Localized stormwater flooding occurs when heavy rainfall and an accumulation of runoff overburden the stormwater drainage system. The cause of localized flooding within Baldwin County can be attributed to a number of factors, including its low elevation, relatively flat terrain, close proximity to the coast, tides, abundance of water features, and the amount of developed and impervious land, which limits ground absorption and increases surface water runoff. Localized flooding may be also caused by the following maintenance related issues:

- **Clogged Inlets** – debris covering the asphalt apron and the top of grate at catch basin inlets may contribute to an inadequate flow of stormwater into the system which may cause flooding near the structure. Debris within the basin itself may also reduce the efficiency of the system by reducing the carrying capacity.
- **Blocked Drainage Outfalls** – debris blockage or structural damage at drainage outfalls may prevent the system from discharging runoff, which may lead to a back-up of stormwater within the system.
- **Improper Grade** – poorly graded asphalt around catch basin inlets may prevent stormwater from entering the catch basin as designed. Areas of settled asphalt may create low spots within the roadway that allow for areas of ponded water.

#### Geographic Location

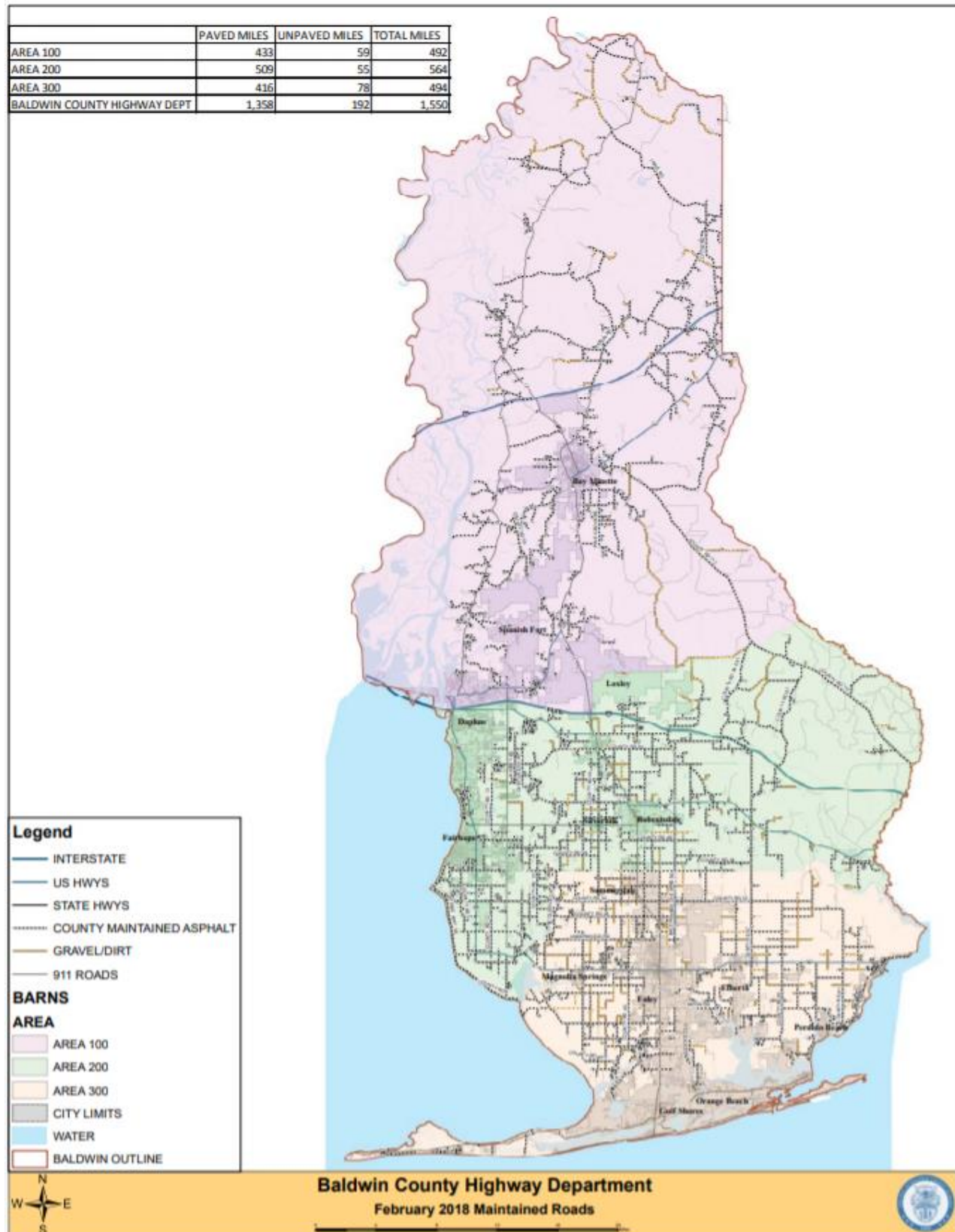
*Community Wide* – Stormwater infrastructure is maintained by the Baldwin County Highway Department and encompasses over 1,600 miles of dirt, gravel, and paved roads. Additionally, all subdivision plan submittals must include stormwater design calculations as described in the “Baldwin County Highway Department Stormwater Calculations, Submittal Requirements” and include written narrative that describes in detail the existing and proposed drainage patterns and characteristics of the proposed development as well as the proposed method of stormwater management to be used.

Figure 3.4 presents the location of all County maintained roadways.

#### Previous Occurrences

Areas of localized flooding, as provided by the Baldwin County Highway Department, are presented in Table 3.8 and include roadway locations that have experienced damage from previous flood events such as road, bridge, culvert, and abutment washouts.

**Figure 3.4 Localized Flooding Locations**



**Table 3.8 Localized Flooding Locations**

Roadway	Description
ARD RD	S OF BREWER RD
BOOTHE RD	TRIPLE PIPE
BOYNTON RD	AT 10097
BRINKS WILLIS RD	AT 20512
CHAROLAIS RD	E OF GRANTHAM RD
COUNTY RD 36	1,050 ft east of 59
COUNTY RD 10	200FT W OF WINDY WILLOW LOOP
COUNTY RD 10	800FT W OF COUNTY RD 49
COUNTY RD 10	800FT W OF COUNTY RD 49
COUNTY RD 12 S	W OF COUNTY RD 65
COUNTY RD 12 S	300FT E ROY WATERS RD
COUNTY RD 13	S OF 32 @ THOROUGHbred RUN
COUNTY RD 16	BT 17252-17746
COUNTY RD 19	AT CARVER RD
COUNTY RD 20	E OF SWIFT CHURCH RD
COUNTY RD 24	EAST OF SR 181
COUNTY RD 24	EAST OF COUNTY RD 13
COUNTY RD 24	WEST OF GREENO
UNDERWOOD RD	E OF GEORGE YOUNCE RD
COUNTY RD 26	BW 27001-27553
COUNTY RD 26	AT 15847
MAGNOLIA SPRINGS HWY	AT 10597
COUNTY RD 28	500FT W OF HICKORY ST
COUNTY RD 28	W OF MIKKELSEN RD
COUNTY RD 28	W OF GEORGE YOUNCE RD
COUNTY RD 28	800FT W OF COUNTY RD 55
COUNTY RD 28	300 FT W OF COUNTY RD 55
COUNTY RD 28	200FT E OF RED STAR DR
COUNTY RD 28	500 FT 3 COUNTY RD 9
COUNTY RD 32	500' EAST OF SR 181
COUNTY RD 32	BETWEEN COUNTY RD 3 & 98
COUNTY RD 32	E COUNTY RD 13
COUNTY RD 32	CULVERT ON UNNAMED CREEK
COUNTY RD 32	W OF COUNTY RD 83
COUNTY RD 32	W OF COUNTY RD 83
COUNTY RD 32	E OF RESMONDO DR

Roadway	Description
COUNTY RD 85	N OF WALTER WALLACE RD
COUNTY RD 87	AT 12149
COUNTY RD 87	S OF BRUHN RD
COUNTY RD 87	E OF ROSE RD
COUNTY RD 87	S OF MERCHANT LN
COUNTY RD 87	N BLACK WATER BRIDGE
COUNTY RD 9	N OF MILLER LN
COUNTY RD 9	AT POLECAT CREEK
COUNTY RD 91	AT CARRIER DR
COUNTY RD 91	AT 12181
COUNTY RD 91	N OF W MAIDMONT LN
COUNTY RD 93	13161
COUNTY RD 95	N OF TOTSCH LN
COUNTY RD 95	S OF 98
COUNTY RD 95	S OF BURKHARDT LN
COUNTY RD 95	S OF LEITERMAN RD
COUNTY RD 95	AT COUNTY RD 32
COUNTY RD 95	N OF COMSTOCK
COUNTY RD 97	AT 12291
COUNTY RD 99	PETERSON BRANCH BRIDGE
COUNTY RD 99	S OF CARRIER DR
COUNTY RD 99	N OF COYLE LN
COUNTY RD 99	BUENA VISTA DR
E RIVER RD N	250 ft N of Heidelberg Rd
EAST SILVERHILL AVE	EAST OF HUBBARD RD
FEELY RD	BW 26575-26537
FISH RIVER RD	200FT S OF MANNICH LN
FISH TRAP RD	BT 27815-28155
GEAN RD	E OF ALBRITON RD
HAMMOCK RD	BT 9001-9499
HEIDELBERG RD	BETWEEN 19058-19398
HEIDELBERG RD	525' N of BC300-401
JUNIPER LN	OFF COUNTY RD 9
JUNIPER ST N	N OF SELLERS LN
KENDRICK RD	EAST OF COUNTY RD 65
KICHLER CIR N	W OF COUNTY RD 87



Roadway	Description	Roadway	Description
COUNTY RD 33	SOUTH OF COMALANDER RD	KICHLER CIR W	BT 13401-13829
LEHMAN RD	W OF HARMS RD	KLEINSCHMIDT RD	E OF COUNTY RD 83
COUNTY RD 36	E OF BRYANT LN	MALKOSKIE RD	BT 29167-29799
COUNTY RD 38	W OF COMMUNITY LN	MCLEOD BLVD	
COUNTY RD 48	WEST OF COUNTY RD9	MIFLIN CREEK RD	AT MIFLIN RD
COUNTY RD 48	E OF BLUEBERRY LN	MIFLIN RD	W MIFLIN CREEK RD
COUNTY RD 48	WEST OF JACKSON LN	STUCKI RD	N OF COUNTY RD 20
COUNTY RD 48	BETWEEN SNARR RD & JACKSON LN	OLD BATTLES RD	TRIPLE PIPE
MAGNOLIA SPRINGS HWY	AT MAREM DR	OLD BATTLES RD	WEST OF SECTION ST.
COUNTY RD 49 S	AT 16313	RADA RD	S OF WEST BLVD
COUNTY RD 52	EAST OF ROCKWELL RD	RIVER PARK RD	N CHAMPION RD
COUNTY RD 52	AT SILVER CREEK CULVERT	SANBORN AVE	BETWEEN #20300-20398
COUNTY RD 54	BETWEEN HILL RD & FORLAND RD	SCENIC 98	BETWEEN 17583-17221
COUNTY RD 54	WEST OF CR 49 & PERONE CREEK	SECTION ST	S OF BATTLES RD
COUNTY RD 55	N OF RHODES LN	SELLERS LN	AT 20447
COUNTY RD 69	EAST OF COUNTY RD 69	SOLDIERS CREEK RD	BW 9001-9329
COUNTY RD 64	W OF COUNTY RD 65	STUCKI RD	BW 11300-11520
COUNTY RD 65	S OF ACCESS DR	TWIN BEECH RD	CULVERT
COUNTY RD 68	E OF PHILLIPS PLACE	TWIN BEECH RD	E OF COUNTY RD 13
COUNTY RD 71 EXT	BT 18501-18897	VAUGHN RD	AT 19403
COUNTY RD 71	N OF COUCH PLANT RD	W MAIDMONT LN	AT 31401
COUNTY RD 73	S OF COUNTY RD 32	WOERNER RD	W COUNTY RD 83
COUNTY RD 8	1500FT E OF 59	WOLF FIELD RD	S OF FISH TRAP RD
COUNTY RD 83	S OF WOERNER RD	WOODLAND LN	LILLIAN

## Probability of Future Occurrences

*Very High* - Due to the low elevations, a flat terrain, a consistent level of annual precipitation and the tidal influence on drainage resulting from heavy rainstorms, tropical storms, and hurricanes, it is highly likely that unmitigated properties will continue to experience localized flooding.

## Magnitude/Severity

*Moderate* – Stormwater/localized flood events result as land loses its ability to absorb rainfall as it is converted from fields or woodlands to roads, buildings, and parking lots. Urbanization increases runoff two to six times over what would occur on undeveloped terrain. During periods of urban flooding, streets can become swift moving rivers.

The FMPC determined that the magnitude/severity of this hazard would have moderate potential for economic losses and structure damage.



## Changing Future Conditions

Climate change and sea level rise have the potential to affect localized flooding in Baldwin County. The intensity of individual rainfall events is likely to increase, which may overwhelm stormwater drainage systems.

### Flooding: Stormwater/Localized Hazard Summary

Geographic Location / Spatial Extent	Probability	Magnitude	Planning Significance
Community-Wide	Very High	Moderate	Moderate





### 3.2.3 Hurricane and Tropical Storms

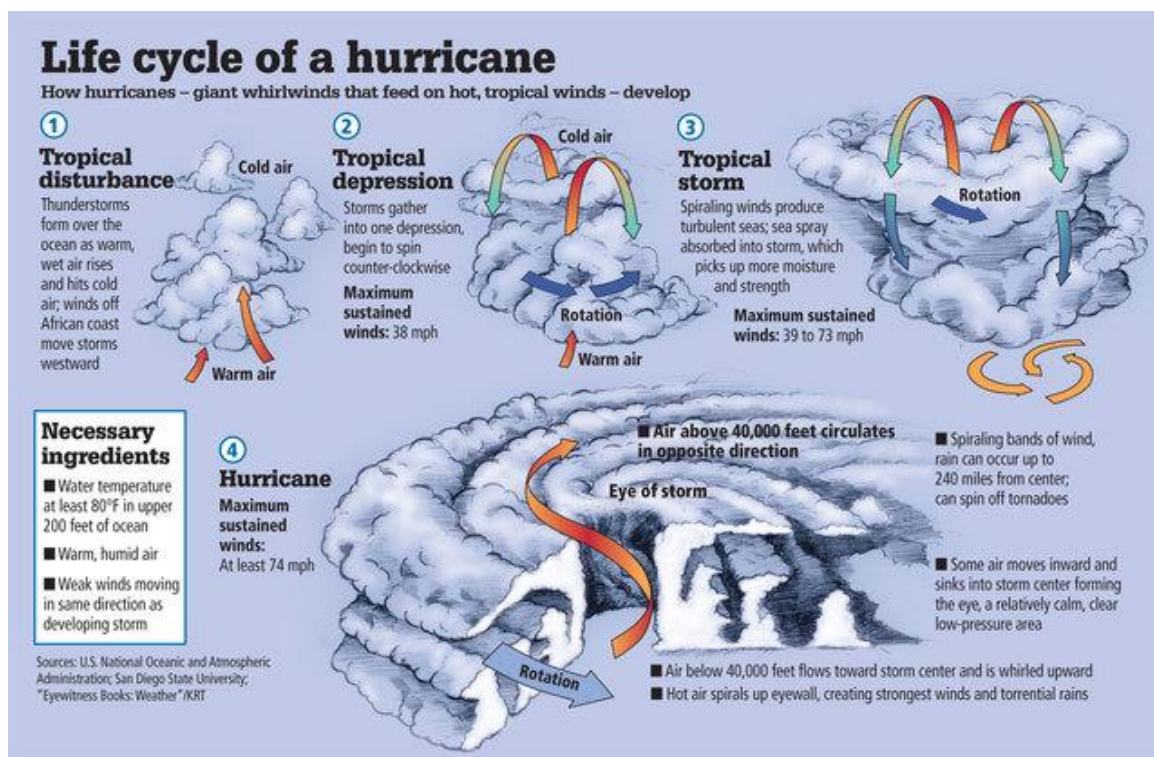
#### Description

A hurricane is a type of tropical cyclone or severe tropical storm that forms in the southern Atlantic Ocean, Caribbean Sea, Gulf of Mexico, and in the eastern Pacific Ocean. A typical cyclone is accompanied by thunderstorms, and in the Northern Hemisphere, a counterclockwise circulation of winds near the earth's surface. All Atlantic and Gulf of Mexico coastal areas are subject to hurricanes. The Atlantic hurricane season lasts from June to November, with the peak season from mid-August to late October.

Hurricanes evolve through a life cycle of stages from birth to death. While hurricanes pose the greatest threat to life and property, tropical storms and depressions also can be devastating. Floods from heavy rains and severe weather, such as tornadoes, can cause extensive damage and loss of life. A tropical disturbance can grow to a more intense stage through an increase in sustained wind speeds. The progression of a tropical disturbance is described below and can be seen in Figure 3.5.

- **Tropical Disturbance** - A discrete tropical weather system of apparently organized convection -- generally 100 to 300 nmi in diameter -- originating in the tropics or subtropics, having a non-frontal migratory character, and maintaining its identity for 24 hours or more. It may or may not be associated with a detectable perturbation of the wind field.
- **Tropical Depression** - a tropical cyclone in which the maximum 1-minute sustained surface wind is 33 knots (38 mph) or less. When viewed from a satellite, tropical depressions appear to have little organization. However, the slightest amount of rotation can usually be perceived when looking at a series of satellite images. Instead of a round appearance similar to hurricanes, tropical depressions look like individual thunderstorms that are grouped together.
- **Tropical Storm** - a tropical cyclone in which the maximum 1-minute sustained surface wind ranges from 34 to 63 knots (39 to 73 mph) inclusive. As the storm transitions from tropical depression to tropical storm, the storm itself becomes more organized and begins to become more circular in shape – resembling a hurricane.
- **Hurricane** - A hurricane is a tropical cyclone in which the maximum sustained surface wind is 74 mph or more. Hurricanes are classified by intensity into one of five categories on the Saffir-Simpson Hurricane Wind Scale as shown in Table 3.9. This scale estimates potential property damage. Hurricanes reaching Category 3 and higher are considered major hurricanes because of their potential for significant loss of life and damage. Category 1 and 2 storms are still dangerous, however, and require preventative measures.

**Figure 3.5 Life Cycle of a Hurricane**



Source: NOAA, San Diego State University; "Eyewitness Books: Weather"

Wind speed is the determining factor in the scale, as storm surge values are highly dependent on the slope of the continental shelf and the shape of the coastline in the landfall region. The following describes the characteristics of each category storm from the Saffir-Simpson Hurricane Wind Scale Extended Table:

**Table 3.9 – Saffir-Simpson Hurricane Wind Scale, 2012**

Category	Sustained Winds	Types of Damage Due to Hurricane Winds
1	74-95 mph 64-82 kt 119-153 km/h	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110 mph 83-95 kt 154-177 km/h	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.





Category	Sustained Winds	Types of Damage Due to Hurricane Winds
3 (Major)	111-129 mph 96-112 kt 178-208 km/h	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4 (Major)	130-156 mph 113-136 kt 209-251 km/h	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
5 (Major)	157 mph or higher 137 kt or higher 252 km/h or higher	Catastrophic damage will occur: A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

Source: NOAA National Hurricane Center; <https://www.nhc.noaa.gov/aboutsshws.php>

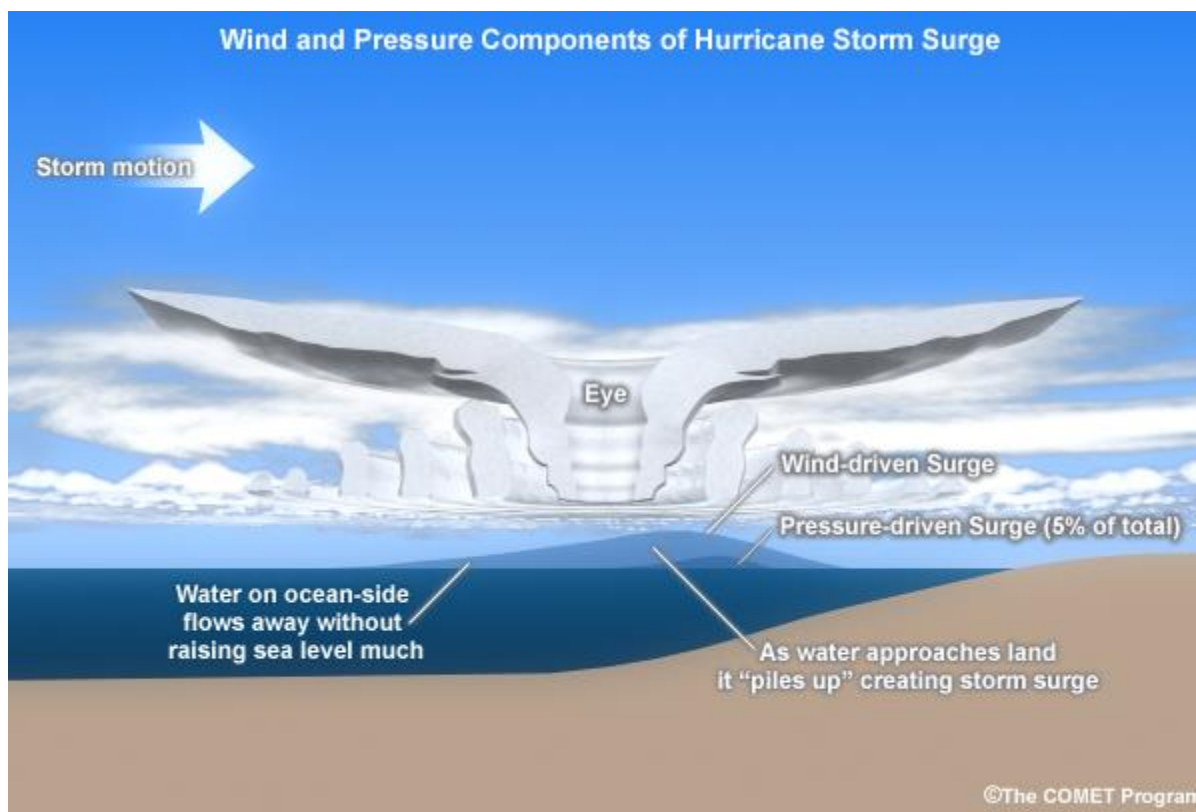
Hurricanes can cause catastrophic damage to coastlines and several hundred miles inland. Hurricanes can produce winds exceeding 157 miles per hour as well as tornadoes and microbursts. Additionally, hurricanes can create storm surges along the coast and cause extensive damage from heavy rainfall. Floods and flying debris from the excessive winds are often the deadly and destructive results of these weather events. Flash flooding can also occur due to intense rainfall.

### **Storm Surge**

The greatest potential for loss of life related to a hurricane is from the storm surge. Storm surge is simply water that is pushed toward the shore by the force of the winds swirling around the storm as shown in Figure 3.6. This advancing surge combines with the normal tides to create the hurricane storm tide, which can increase the mean water level to heights impacting roads, homes and other critical infrastructure. In addition, wind driven waves are superimposed on the storm tide. This rise in water level can cause severe flooding in coastal areas, particularly when the storm tide coincides with the normal high tides.

The maximum potential storm surge for a particular location depends on a number of different factors. Storm surge is a very complex phenomenon because it is sensitive to the slightest changes in storm intensity, forward speed, size (radius of maximum winds-RMW), angle of approach to the coast, central pressure (minimal contribution in comparison to the wind), and the shape and characteristics of coastal features such as bays and estuaries. Other factors which can impact storm surge are the width and slope of the continental shelf. A shallow slope will potentially produce a greater storm surge than a steep shelf.

**Figure 3.6 Components of Hurricane Storm Surge**

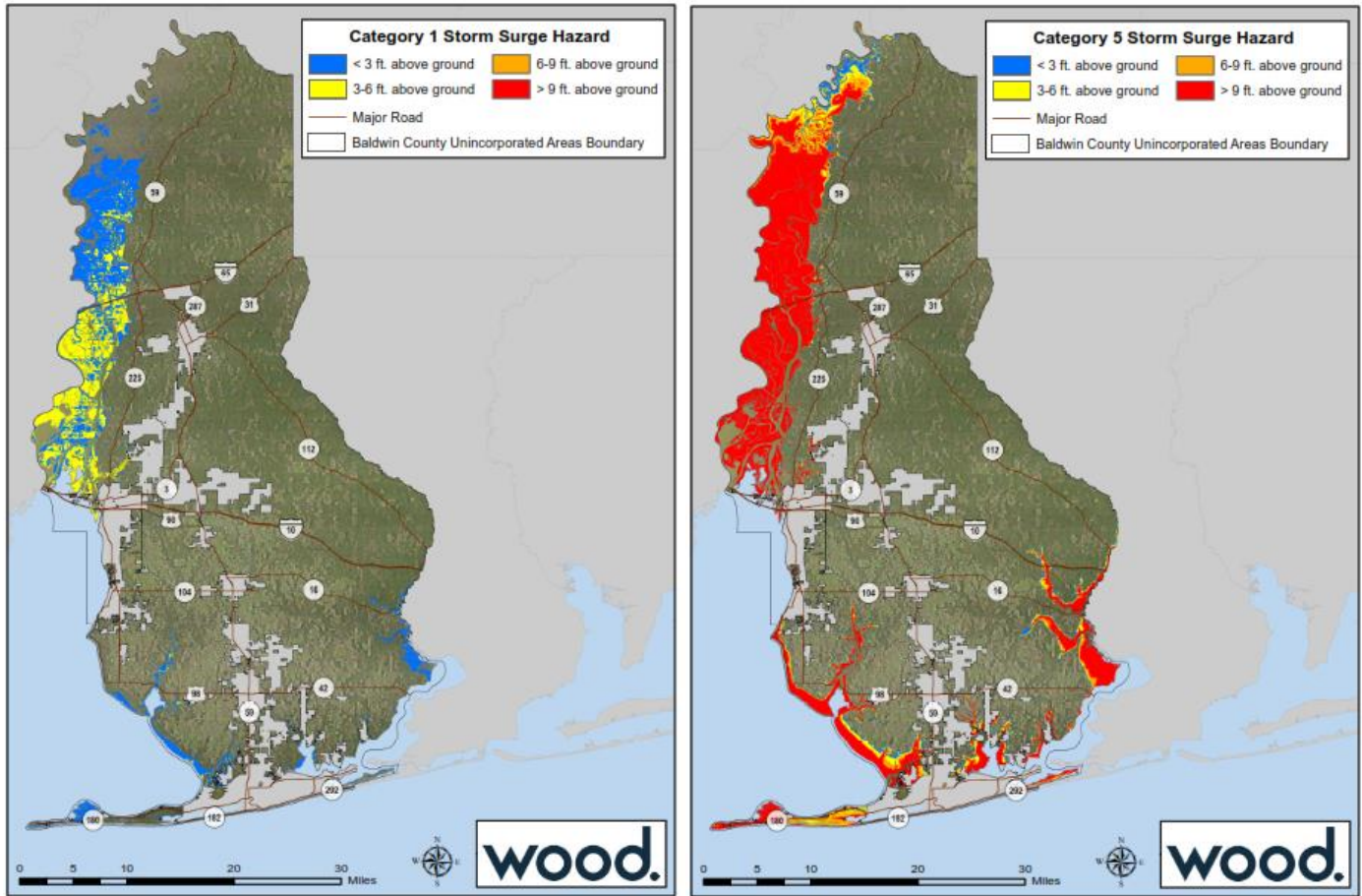


### ***Storm Surge Mapping***

The Sea, Lake and Overland Surges from Hurricanes (SLOSH) model is a computerized numerical model developed by the National Weather Service (NWS) to estimate storm surge heights resulting from historical, hypothetical, or predicted hurricanes by taking into account the atmospheric pressure, size, forward speed, and track data. These parameters are used to create a model of the wind field which drives the storm surge. The SLOSH model consists of a set of physics equations which are applied to a specific locale's shoreline, incorporating the unique bay and river configurations, water depths, bridges, roads, levees and other physical features.

Anticipated SLOSH model surge elevations for Category 1-5 hurricanes are shown for Baldwin in Figure 3.7. The feature set depicting surge zones in this figure was created using data derived from National Hurricane Center SLOSH model runs on all the NOAA SLOSH basins throughout Alabama. The runs create outputs for all different storm simulations from all points of the compass. Each direction has a MEOW (maximum envelope of water) for each category of storm (1-5), and all directions combined result in a MOMs (maximum of maximums) set of data. The MOMs are used in this surge model.

**Figure 3.7 Storm Surge for Category 1 and 5 Hurricanes**



## Geographic Location

*Community-wide* - All of unincorporated Baldwin County is subject to the risk of hurricane winds. The coastal areas are at a greater risk for high winds and storm surge, as presented in Figure 3.8.



## Previous Occurrences

Table 3.10 shows flood events from causes other than hurricanes reported by the NCEI since 1950 for Baldwin County.

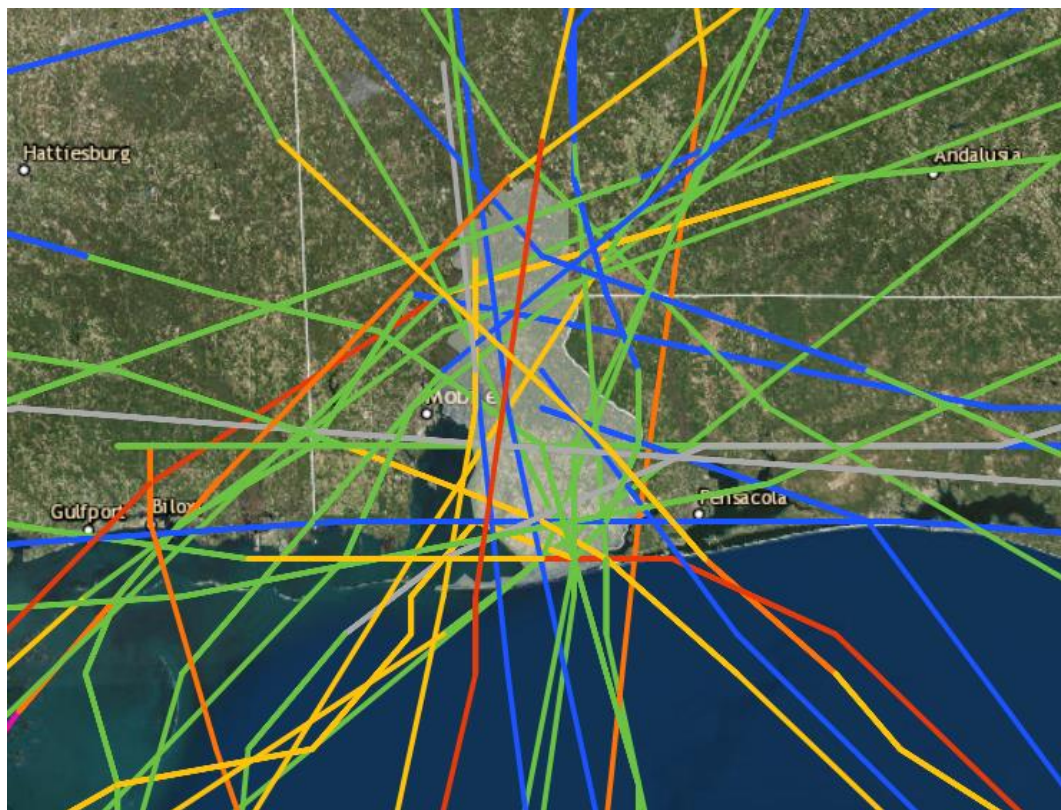
**Table 3.10 Components of Hurricane Storm Surge**

Location	Date	Event Type	Injuries / Deaths	Property Damage	Crop Damage
UPPER BALDWIN (ZONE)	7/18/1997	Hurricane (typhoon)	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	7/18/1997	Hurricane (typhoon)	0/1	\$60,500,000	\$2,500,000
UPPER BALDWIN (ZONE)	9/1/1998	Hurricane (typhoon)	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	9/1/1998	Hurricane (typhoon)	0/0	\$5,000	\$0
UPPER BALDWIN (ZONE)	9/25/1998	Hurricane (typhoon)	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	9/25/1998	Hurricane (typhoon)	0/0	\$82,000,000	\$0
LOWER BALDWIN (ZONE)	9/21/2000	Tropical Storm	0/0	\$0	\$0
UPPER BALDWIN (ZONE)	9/21/2000	Tropical Storm	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	8/4/2001	Tropical Storm	0/0	\$40,000	\$0
UPPER BALDWIN (ZONE)	8/4/2001	Tropical Storm	0/0	\$0	\$0
UPPER BALDWIN (ZONE)	9/12/2002	Tropical Storm	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	9/12/2002	Tropical Storm	0/0	\$40,000	\$0
LOWER BALDWIN (ZONE)	9/24/2002	Tropical Storm	0/0	\$2,000,000	\$0
UPPER BALDWIN (ZONE)	9/24/2002	Tropical Storm	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	10/2/2002	Hurricane (typhoon)	0/0	\$75,000	\$0
UPPER BALDWIN (ZONE)	10/2/2002	Hurricane (typhoon)	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	9/13/2004	Hurricane (typhoon)	0/0	\$0	\$0
UPPER BALDWIN (ZONE)	9/13/2004	Hurricane (typhoon)	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	10/9/2004	Tropical Storm	0/0	\$0	\$0
UPPER BALDWIN (ZONE)	10/9/2004	Tropical Storm	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	6/10/2005	Tropical Storm	0/0	\$0	\$0
UPPER BALDWIN (ZONE)	6/10/2005	Tropical Storm	0/0	\$1,500,000	\$0
LOWER BALDWIN (ZONE)	7/5/2005	Tropical Storm	0/0	\$0	\$0
UPPER BALDWIN (ZONE)	7/5/2005	Tropical Storm	0/0	\$0	\$0
UPPER BALDWIN (ZONE)	7/9/2005	Hurricane (typhoon)	0/0	\$0	\$0



Location	Date	Event Type	Injuries / Deaths	Property Damage	Crop Damage
LOWER BALDWIN (ZONE)	7/9/2005	Hurricane (typhoon)	0/0	\$0	\$0
UPPER BALDWIN (ZONE)	7/10/2005	Hurricane (typhoon)	0/0	\$0	\$0
UPPER BALDWIN (ZONE)	8/27/2005	Hurricane (typhoon)	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	8/27/2005	Hurricane (typhoon)	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	8/23/2008	Tropical Depression	0/0	\$0	\$0
UPPER BALDWIN (ZONE)	8/23/2008	Tropical Depression	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	8/31/2008	Tropical Storm	0/0	\$0	\$0
UPPER BALDWIN (ZONE)	8/31/2008	Tropical Storm	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	9/1/2008	Tropical Storm	0/0	\$0	\$0
UPPER BALDWIN (ZONE)	9/1/2008	Tropical Storm	0/0	\$0	\$0
LOWER BALDWIN (ZONE)	8/28/2012	Tropical Storm	0/0	\$0	\$0

**Figure 3.8 NOAA Historical Hurricane Tracks, Baldwin County, AL**



Source: NOAA National Hurricane Center; <https://coast.noaa.gov/hurricanes/>



## Probability of Future Occurrences

*Moderate* - Based on data from FEMA, the NCEI database and local accounts, from 1996 to 2017, there were 19 records of tropical storm or hurricane events over a 21-year period. The average number of flood and flash flood events calculates to 0.9 per year.

## Magnitude/Severity

*Significant* - Hurricanes can cause catastrophic damage to coastlines and several hundred miles inland. Hurricanes can also produce winds exceeding 157 miles per hour as well as tornadoes and microbursts. Additionally, hurricanes can create storm surges along the coast and cause extensive damage from heavy rainfall. Floods and flying debris from the excessive winds are often the deadly and destructive results of these weather events. Flash flooding can also occur due to intense rainfall.

## Changing Future Conditions

One of the primary factors contributing to the origin and growth of tropical storm and hurricane systems is water temperature. Sea surface temperature may increase significantly in the main hurricane development region of the North Atlantic during the next century as well as in the Gulf of Mexico.

Sea level change will be particularly important in influencing storm surge flooding in Baldwin County, since the area is already subject to flooding from rainfall events from hurricanes and less powerful tropical storms. Anticipated sea level rise along the Alabama coast will increase the risk of damage and losses due to future coastal flooding and storm surge events. Rising sea level over time will shorten the return period (increasing the frequency) of significant flood events. For example, sea level rise of 1 foot over a typical project analysis period (50 years) may cause a flood event currently of annual probability 2-percent (50-year flood) to become an event of 10 percent annual probability (10-year flood).

## Hurricane/Tropical Storm Hazard Summary

Geographic Location / Spatial Extent	Probability	Magnitude	Planning Significance
Community-Wide	Moderate	Significant	High



### 3.2.4 Coastal Bank Erosion

#### Description

Coastal erosion is a process whereby large storms, flooding, strong wave action, sea level rise, and human activities, such as inappropriate land use, alterations, and shore protection structures, wears away the beaches and bluffs along the coast. Erosion undermines and often destroys homes, businesses, and public infrastructure and can have long-term economic and social consequences. According to NOAA, coastal erosion is responsible for approximately \$500 million per year in coastal property loss in the United States, including damage to structures and loss of land. To mitigate coastal erosion, the federal government spends an average of \$150 million every year on beach nourishment and other shoreline erosion control measures.

Coastal erosion has both natural causes and causes related to human activities. Gradual coastal erosion results naturally from the very slow rise of sea-level. Severe coastal erosion can occur over a very short period of time when the shore is impacted by hurricanes, tropical storms and other weather systems. Sand is moved parallel to the shore by longshore drift and currents. Sand is continually removed by longshore currents in some areas but it is also continually replaced by sand carried in by the same type of currents. Structures such as piers or sea walls, jetties, and navigational inlets may interrupt the movement of sand. Sand can become “trapped” in one place by these types of structures. The currents will, of course, continue to flow, though depleted of sand trapped elsewhere. With significant amounts of sand trapped in the system, the continuing motion of currents (now deficient in sand) results in erosion. In this way, human construction activities that result in the unnatural trapping of sand have the potential to result in significant coastal erosion.

Erosion rates and potential impacts are highly localized. Severe storms can remove wide beaches, along with substantial dunes, in a single event. In undeveloped areas, these high recession rates are not likely to cause significant concern, but in some heavily populated locations, one or two feet of erosion may be considered catastrophic (NOAA, 2014).

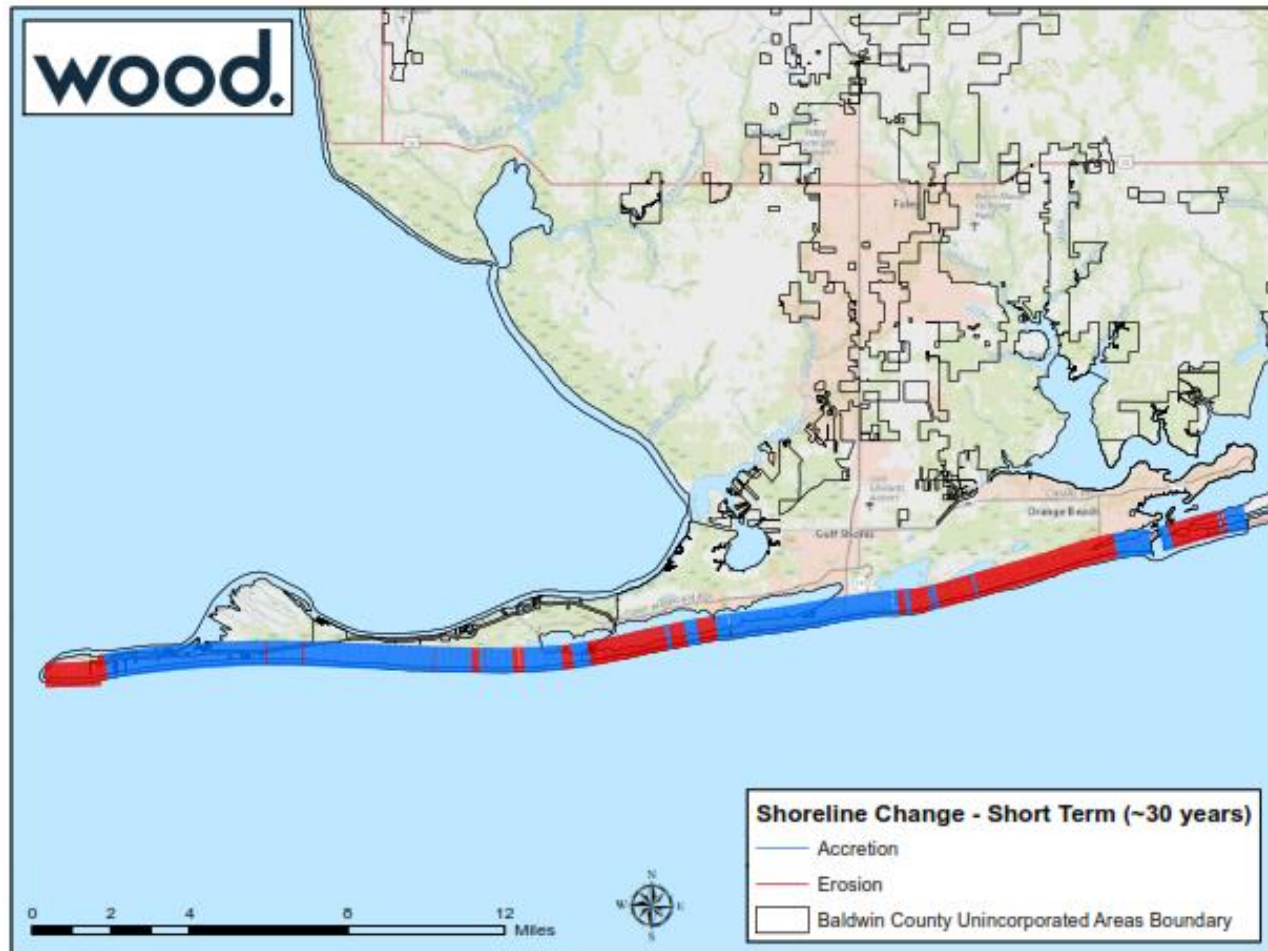
#### Geographic Location

*Minimal* - The total area identified as a coastal high hazard area (10.4 sq. mi.) is less than 10-percent of the planning area, 1,503.24 square miles.

## Previous Occurrences

Figures 3.9 and 3.10 depict Baldwin County's short-term (<30 years) rates of shoreline change for open-ocean, sandy shorelines from 1970-2001; and long-term (78+ years) rates of shoreline change for open-ocean shorelines from the 1800's to 2008, respectively.

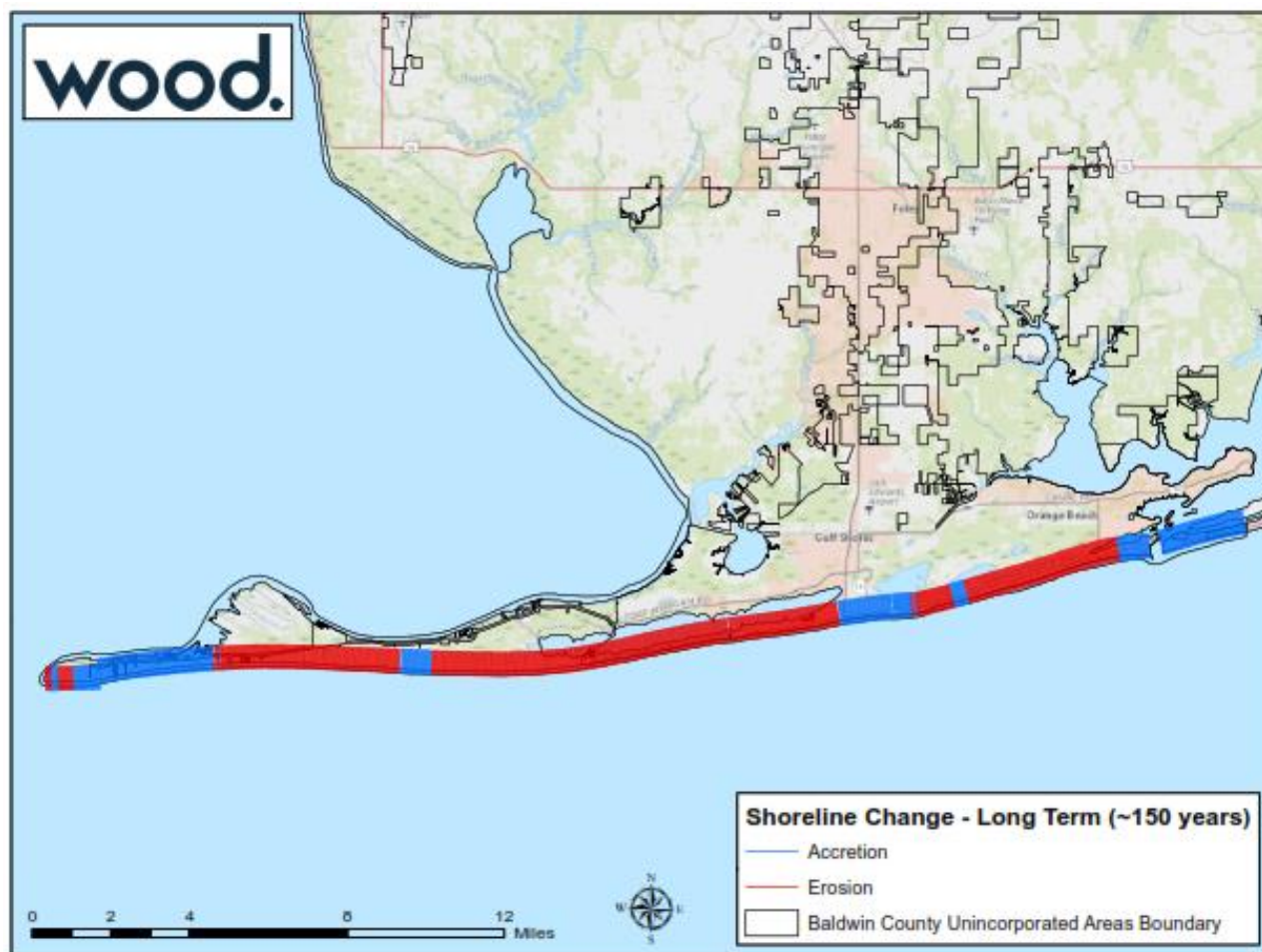
**Figure 3.9 Shoreline Change – Short Term (~30 years)**



Source: USGS Coastal Change Hazards Portal; <https://marine.usgs.gov/coastalchangehazardsportal/>



**Figure 3.10 Shoreline Change – Long Term (~150 years)**



### Probability of Future Occurrences

*Very High* - The combination of large waves and surges and low coastal elevations makes the entire gulf region vulnerable to significant coastal erosion during storms. The USGS defines probabilities of coastal change due to collision (when waves reach the base of the dune), overwash (when waves and surge exceed the dune crest elevation), and inundation (when the dune crest and beach is completely submerged).

For direct landfall of the lowest category hurricane (category 1), 100 percent of Baldwin County beaches are very likely to experience dune erosion due to collision, 69 percent of the coastal areas are vulnerable to overwash, and 4-percent of the coast are likely to be inundated. For a category 3 hurricane landfall, again 100 percent of Baldwin County beaches are very likely to experience dune erosion due to collision, 100 percent of beaches are vulnerable to overwash, and 74-percent of the coast is likely to be inundated. For a category 5 hurricane landfall, there is a 100-percent probability for coastal change due to collision, overwash, and inundation.



## Magnitude/Severity

*Moderate* - While the coastal beaches of Baldwin County serve as a natural barrier between the ocean and the inland community, infrastructure, ecosystems, and natural resources, this dynamic environment changes in response to winds, waves, and currents. During flood hazard events, large waves may erode beaches and high storm surges may shift the erosive force of the waves higher on the beach. Structures built on or near a dune can be undermined during wave attack and subsequent erosion. The FMPC determined that the magnitude/severity of this hazard would have moderate potential for economic losses and structure damage.

## Changing Future Conditions

Sea-level rise will raise all tide levels, from low tide to storm surge. Wave action at higher tide levels may cause erosion of sandy beaches as well as the banks of tidally influenced rivers. Higher storm surges, which may be accompanied by stronger storm winds, could wash over the tops of sand dunes, flooding the burrows of dune-nesting animals. The combined effects of wind and waves could damage dunes, leaving the beachfront more vulnerable (UF/IFAS Extension, 2013).

## Coastal Bank Erosion Hazard Summary

Geographic Location / Spatial Extent	Probability	Magnitude	Planning Significance
Minimal	Very High	Moderate	Moderate



### 3.2.5 Dam Failure

#### Description

A dam is defined as a barrier constructed across a watercourse for the purpose of storage, control, or diversion of water. Dams are typically constructed of earth, rock, concrete, or mine tailings. A dam failure is the collapse, breach, or other failure resulting in downstream flooding.

A dam impounds water in the upstream area, referred to as the reservoir. The amount of water impounded is measured in acre-feet. An acre-foot is the volume of water that covers an acre of land to a depth of one foot. As a function of upstream topography, even a very small dam may impound or detain many acre-feet of water. Two factors influence the potential severity of a full or partial dam failure: the amount of water impounded, and the density, type, and value of development and infrastructure located downstream.

The failure of dams could result in injuries, loss of life, or damage to property, the environment, and the economy. Dams often serve multiple purposes, one of which may be flood control. Severe flooding and other storms can increase the potential that dams will be damaged and fail as a result of the physical force of the flood waters or overtopping.

Dams are usually engineered to withstand a flood with a computed risk of occurrence. If a larger flood occurs, then that structure will likely be overtopped. If during the overtopping, the dam fails or is washed out, the water behind is released as a flash flood. Failed dams can create floods that are catastrophic to life and property, in part because of the tremendous energy of the released water.

The hazard potential for dam failure is classified according to the following definitions accepted by the Interagency Committee on Dam Safety:

- **High Hazard Dam**—A dam located in an area where failure could result in any of the following: extensive loss of life, damage to more than one home, damage to industrial or commercial facilities, interruption of a public utility serving a large number of customers, damage to traffic on high-volume roads that meet the requirements for hazard class C dams or a high-volume railroad line, inundation of a frequently used recreation facility serving a relatively large number of persons, or two or more individual hazards described for significant hazard dams
- **Significant Hazard Dam**—A dam located in an area where failure could endanger a few lives, damage an isolated home, damage traffic on moderate volume roads that meet certain requirements, damage low-volume railroad tracks, interrupt the use or service of a utility serving a small number of customers, or inundate recreation facilities, including campground areas intermittently used for sleeping and serving a relatively small number of persons
- **Low Hazard Dam**—A dam located in an area where failure could damage only farm



or other uninhabited buildings, agricultural or undeveloped land including hiking trails, or traffic on low-volume roads that meet the requirements for low hazard dams

Dam failures can result from any one or a combination of the following causes:

- Prolonged periods of rainfall and flooding, which causes most failures;
- Inadequate spillway capacity, resulting in excess overtopping flows;
- Internal erosion caused by embankment or foundation leakage or piping;
- Improper maintenance, including failure to remove trees, repair internal seepage problems, replace lost material from the cross section of the dam and abutments;
- Improper design, including the use of improper construction materials and construction practices;
- Negligent operation, including failure to remove or open gates or valves during high flow periods;
- Failure of upstream dams on the same waterway;
- Landslides into reservoirs, which cause surges that result in overtopping;
- High winds, which can cause significant wave action and result in substantial erosion; and
- Earthquakes, which typically cause longitudinal cracks at the tops of embankments and weaken the entire structures.

## Geographic Location

According to the National Inventory of Dams, there are 20 dams located within the unincorporated areas of Baldwin County. All of the dams are privately owned and not regulated nor inspected by a state authority. Table 3.11 and Figure 3.11 summarize the dams located within Baldwin County.

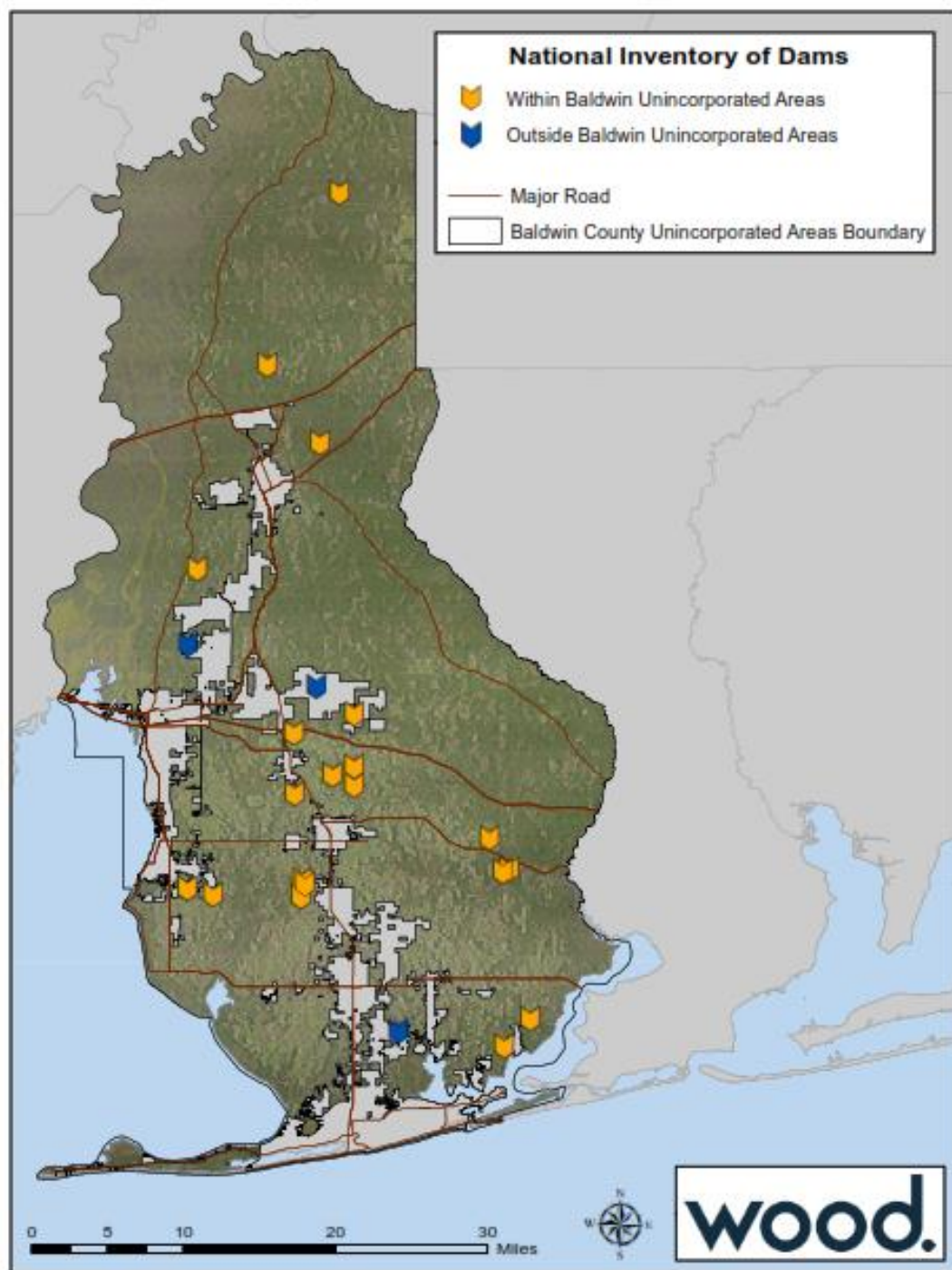
**Table 3.11 Dams Located within Unincorporated Baldwin County, 2018**

Dam	River	National Dam Inventory Identification Number
Baroco Lake Dam No.	Tr Soldier Creek	AL01377
Bob Pace	Tr-Blackwater River	AL00027
Branchland Lake Dam	Cowpen Creek-Offstream	AL01373
Calvin Childers Lake	Tr Polecat Creek	AL01372
Calvin Childers Lake	Tr Polecat Creek	AL01371
Childress Dam	Tr-Blackwater River	AL01984
Cook Lake Dam	Tr Blackwater River	AL01376
Cooper Number One	Mill Creek	AL00029
Corte Dam	Fly Creek	AL01985
Crosby Lumber	Tr Mccurtin Creek	AL00036
Deep South Girl Scouts	Aikin Ck	AL01986
J P Bertolli	Tr-Styy River	AL00031
John Q Kendrick	Tr-Styx River	AL00035
Lake Bobo	Tr-Joes Ck	AL01987
Miles Neumann	Tr-Spring Br	AL01988
Patterson	Seven Mile Ck	AL00032

Dam	River	National Dam Inventory Identification Number
Paul Childress Lake	Tr Blackwater River	AL01375
Raynagua	Perone Branch	AL00030
Stacey Lake Dam	Tr Whitehouse Creek	AL01370
Wynn Brothers Lake	Tr Polecat Creek	AL01374

Source: USACE National Inventory of Dams, <http://nid.usace.army.mil>

**Figure 3.11 Dams Located within Unincorporated Baldwin County, 2018**







## Previous Occurrences

There have been no reported previous occurrences of dam failure in or impacting the planning area.

## Probability of Future Occurrences

Because dam failure is generally a secondary effect of other causes and hazards, calculating probability is difficult. Based on the past performance of these structures during flooding conditions, the FMPC determined that the probability of this hazard is “very low.”

## Magnitude/Severity

Although there have been no documented failures of dams that could impact the planning area and the probability of failure is low, if failure were to occur, people and structures in the inundation path would be at risk. There is only one dam in the planning area categorized as significant hazard. All other dams are low hazard dams where failure could damage only farm or other uninhabited buildings, agricultural or undeveloped land including hiking trails, or traffic on low-volume roads. The FMPC determined that the magnitude/severity of this hazard is “slight.”

## Changing Future Conditions

Since dam failure is heavily reliant on other causes like design error, inadequate maintenance and upkeep, changing conditions are not directly related to dam failure. However, increased rainfall and flooding events are predicted to increase in future occurrences, so it could potentially put a stress on dams and increase the likelihood of dam failure.

## Dam Failure Hazard Summary

Geographic Location / Spatial Extent	Probability	Magnitude	Planning Significance
Minimal	Very Low	Slight	Low



### 3.2.6 Changing Future Conditions and Sea Level Rise

#### Description

Changing future conditions, or climate change, refers to a change in the state of the climate that can be identified (e.g., by using statistical tests) by changes in the mean and/or the variability of its properties, and that persists for an extended period, typically decades or longer. Climate change may be due to natural internal processes or external forces such as modulations of the solar cycles, volcanic eruptions, and persistent anthropogenic changes in the composition of the atmosphere or in land use (IPCC, 2014). Climate change is a natural occurrence in which the earth has warmed and cooled periodically over geologic time. The recent and rapid warming of the earth over the past century has been cause for concern, as this warming is very likely due to the accumulation of human-caused greenhouse gases, such as CO<sub>2</sub>, in the atmosphere (IPCC, 2007). This warming is occurring almost everywhere in the world, which suggests a global cause rather than changes in localized weather patterns.

#### Geographic Location

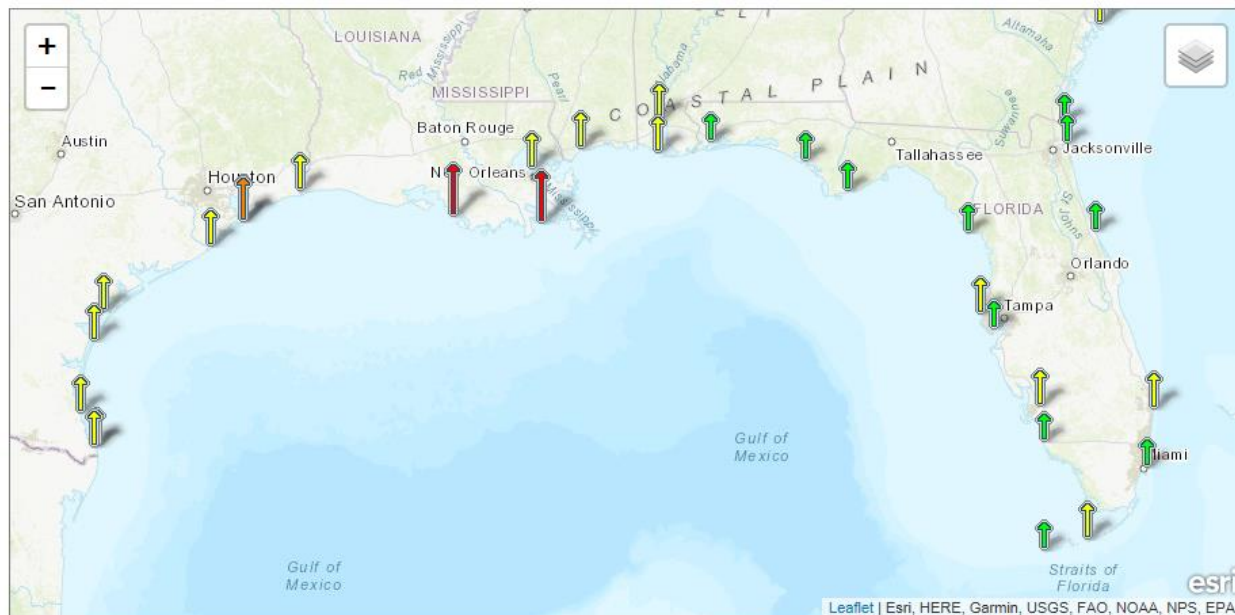
*Minimal* - The total area identified as a coastal high hazard area (10.4 sq. mi.) is less than 10-percent of the planning area, 1,503.24 square miles.

#### Previous Occurrences

There are generally two separate mechanics involved in global sea level rise. The first is directly attributed to global temperature increases, which warm the oceans waters and cause them to expand. The second is attributed to the melting of ice over land which simply adds water to the oceans. Global sea level rise is likely caused by a combination of these two mechanics and can be exasperated on the local level by factors such as erosion and subsidence. The rate of sea level rise has varied throughout geologic history, and studies have shown that global temperature and sea level are strongly correlated.

The Center for Operational Oceanographic Products and Services has been measuring sea level for over 150 years, with tide stations operating on all U.S. coasts. Changes in Mean Sea Level (MSL), either a sea level rise or sea level fall, have been computed at 128 long-term water level stations using a minimum span of 30 years of observations at each location. These measurements have been averaged by month to remove the effect of higher frequency phenomena (e.g. storm surge) in order to compute an accurate linear sea level trend. Figure 3.12 illustrates regional trends in sea level from NOAA.

**Figure 3.12 Gulf/Atlantic Coast Sea Level Trends**



The map above illustrates relative sea level trends, with arrows representing the direction and magnitude of change. Click on an arrow to access additional information about that station.

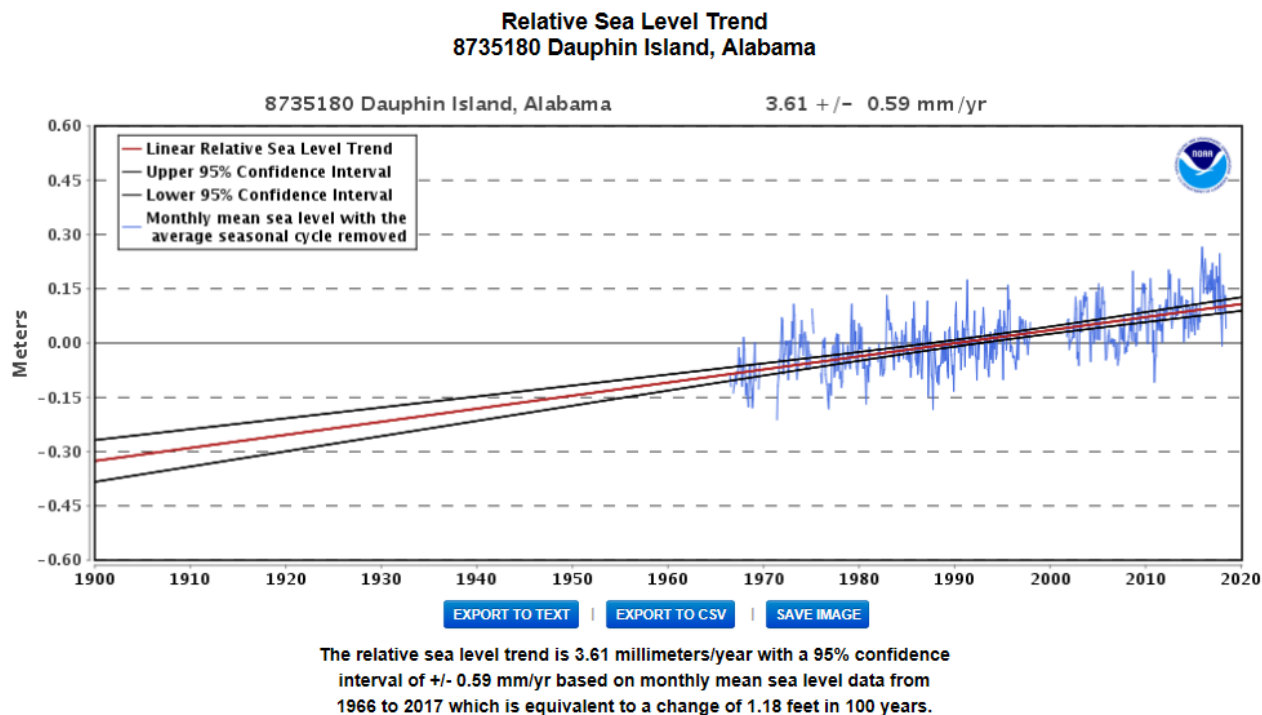


Source: NOAA Tides & Currents, <https://tidesandcurrents.noaa.gov/sltrends/sltrends.shtml>

Figures 3.13 and 3.14 present the monthly mean sea level trend at NOAA's Dauphin Island and Mobile State Docks, Alabama stations without the regular seasonal fluctuations due to coastal ocean temperatures, salinities, winds, atmospheric pressures, and ocean currents. The mean sea level trend is 3.61 and 3.69 millimeters/year, respectively, with a 95% confidence interval of +/- 0.33 mm/yr based on monthly mean sea level data from 1935 to 2006 which is equivalent to a change of 1.18 and 1.21 feet, respectively, in 100 years.

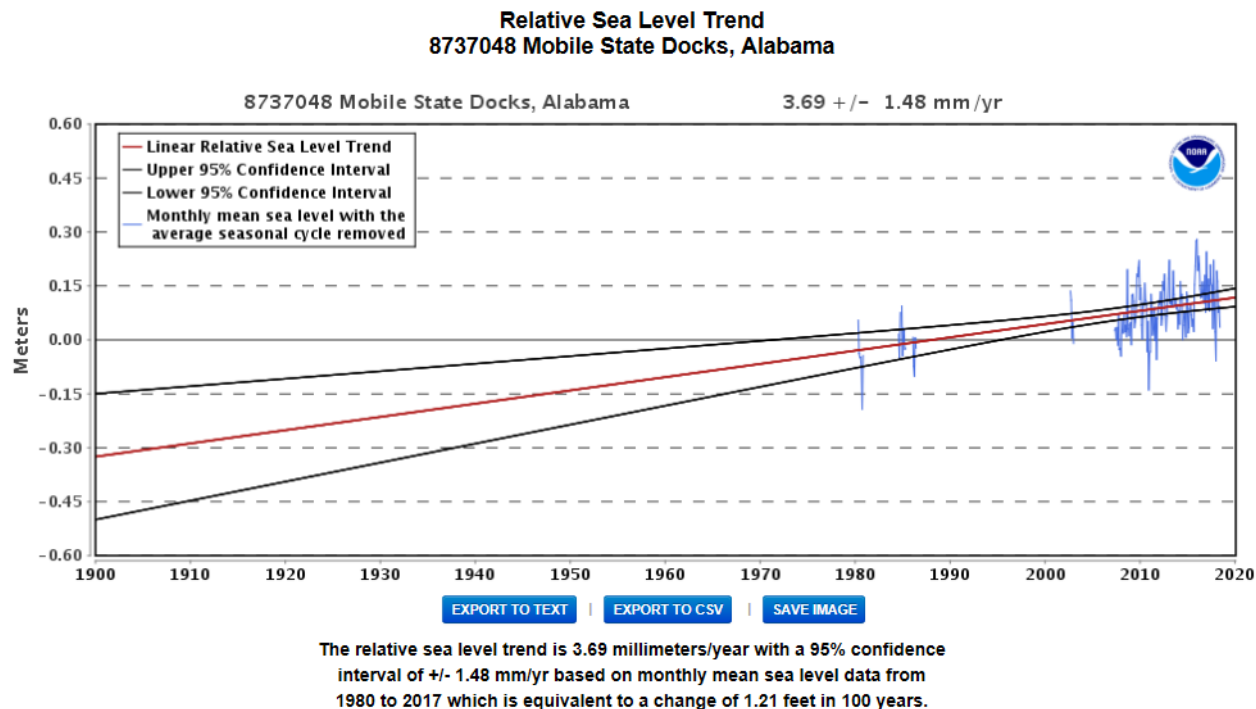


**Figure 3.13 Relative Sea Level Trend, Dauphin Island, Alabama**



Source: NOAA Tides & Currents, [https://tidesandcurrents.noaa.gov/sltrends/sltrends\\_station.shtml?id=8735180](https://tidesandcurrents.noaa.gov/sltrends/sltrends_station.shtml?id=8735180)

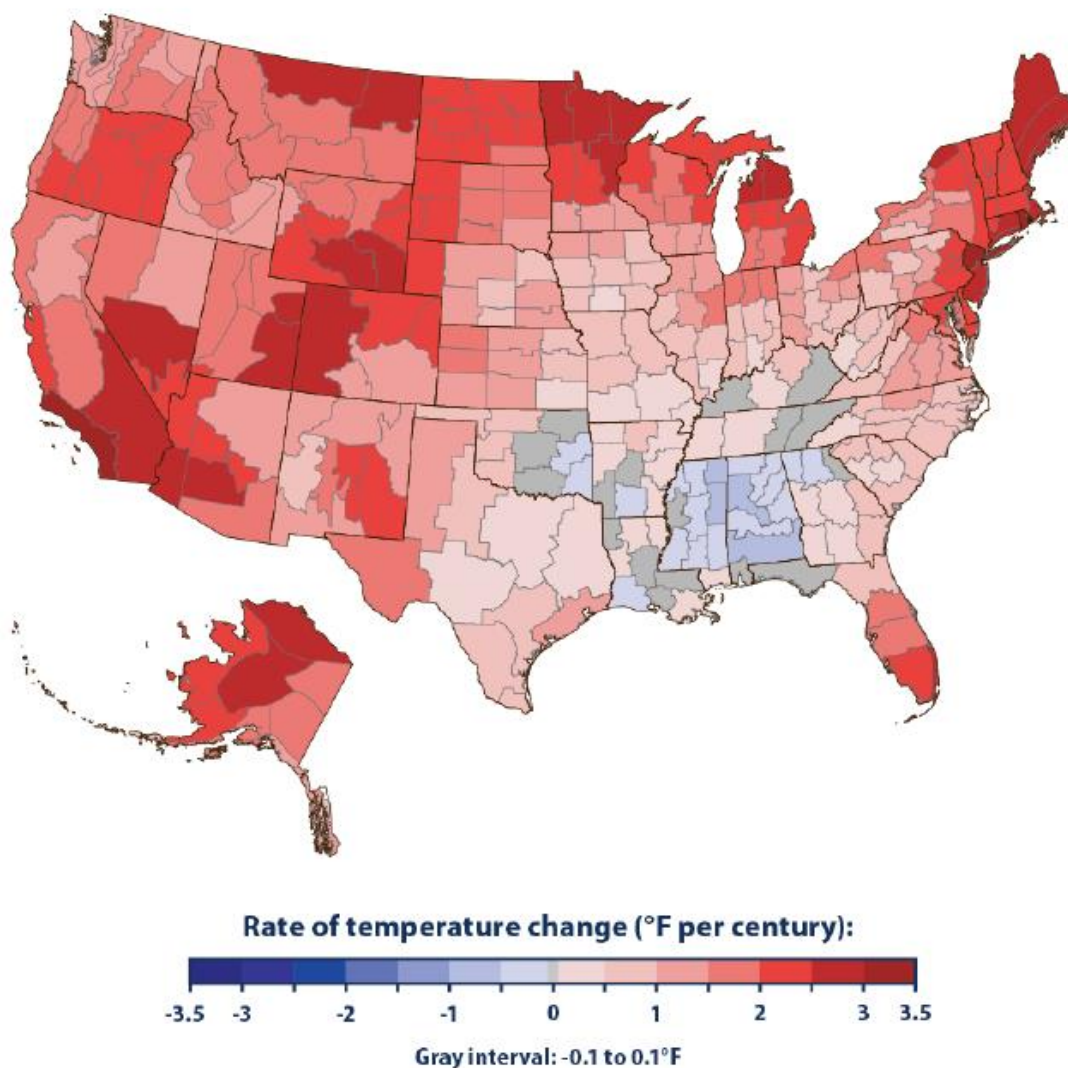
**Figure 3.14 Relative Sea Level Trend, Mobile State Docks, Alabama**



Source: NOAA Tides & Currents, [https://tidesandcurrents.noaa.gov/sltrends/sltrends\\_station.shtml?id=8737048](https://tidesandcurrents.noaa.gov/sltrends/sltrends_station.shtml?id=8737048)

Since 1901, the average surface temperature across the contiguous 48 states has risen at an average rate of 0.14°F per decade (1.4°F per century). Average temperatures have risen more quickly since the late 1970s (0.29 to 0.46°F per decade since 1979). Eight of the top 10 warmest years on record for the contiguous 48 states have occurred since 1998, and 2012 and 2015 were the warmest two years on record. Figure 3.15 below, based on data from NOAA and prepared by the EPA, shows how annual average air temperatures have changed in various parts of the United States since 1901. Current science is projecting that the southeastern United States could experience a general increase in average temperatures anywhere from 4.5°F to 9°F in the coming century (Karl et al, 111).

**Figure 3.15 Rate of Temperature Change in the United States, 1901-2015**



Source: EPA Climate Change Indicators, [https://www.epa.gov/sites/production/files/2016-08/documents/print\\_temperature-2016.pdf](https://www.epa.gov/sites/production/files/2016-08/documents/print_temperature-2016.pdf); NOAA (National Oceanic and Atmospheric Administration). 2016. National Centers for Environmental Information. Accessed February 2016. [www.ncei.noaa.gov](http://www.ncei.noaa.gov).



## Probability of Future Occurrences

*High* - Sea level rise is a certainty along the Alabama coast. The mean sea level trends measured by NOAA indicate that sea level at Dauphin Island and Mobile State Docks have increased by 1.18 and 1.21 feet, respectively, in 100 years.

Understanding trends in sea level, as well as the relationship between global and local sea level, provides critical information about the impacts of the Earth's climate on our oceans and atmosphere. Changes in sea level are directly linked to a number of atmospheric and oceanic processes. Changes in global temperatures, hydrologic cycles, coverage of glaciers and ice sheets, and storm frequency and intensity are examples of known effects of a changing climate, all of which are directly related to, and captured in, long-term sea level records. Sea levels provide an important key to understanding the impact of climate change along our coasts. By combining local rates of relative sea level change for a specific area based on observations with projections of global sea level rise, communities can begin to analyze and plan for the impacts of sea level rise for long-range planning (NOAA, 2014).

Uncertainties in sea level rise projections exist due to natural variability, limitations of existing computer models, and the inability to forecast human response in limiting greenhouse gas emissions. Therefore, projections will need to be reviewed and revised in the future as modeling capabilities improve and major findings in climate science data become available. Ultimately, it is important to understand that sea level rise is not an endpoint but rather a continuing trend, and Baldwin County should consider and plan for sea level rise in future policy decisions.

## Magnitude/Severity

*Slight* – Due to sea-level rise projected throughout the 21st century and beyond, coastal systems and low-lying areas will increasingly experience adverse impacts such as submergence, coastal flooding, and coastal erosion. The population and assets projected to be exposed to coastal risks as well as human pressures on coastal ecosystems will increase significantly in the coming decades due to population growth, economic development, and urbanization (IPCC, 2014).

Sea level rise may place additional stress on aquifers (saltwater intrusion) and gravity flow stormwater and septic systems to a rising groundwater table. An elevated storm surge due to sea level rise could produce a cascade of consequences affecting things such as land use, infrastructure, facilities, waterway navigation, the local economy, public health and safety, drinking water supplies, and ecosystems.

## Sea Level Rise Hazard Summary

Geographic Location / Spatial Extent	Probability	Magnitude	Planning Significance
Minimal	High	Slight	Moderate



### 3.2.7 Tsunami

#### Description

A tsunami is a series of long waves generated in the ocean by a sudden displacement of a large volume of water. Underwater earthquakes, landslides, volcanic eruptions, meteor impacts, or onshore slope failures can cause this displacement. Tsunamis radiate outward in all directions from the point of origin and can move across entire ocean basins. When a tsunami reaches the coast, it can cause dangerous coastal flooding and powerful currents that can last for several hours or days.

Tsunamis can be generated in all of the world's oceans, inland seas, and in any large body of water. They have caused damage and deaths in coastal areas all around the world. However, certain areas are particularly prone to tsunamis due to their proximity to tsunami sources, the depth and shape of the ocean floor near the coast (bathymetry), and coastal elevation and features (topography).

#### Geographic Location

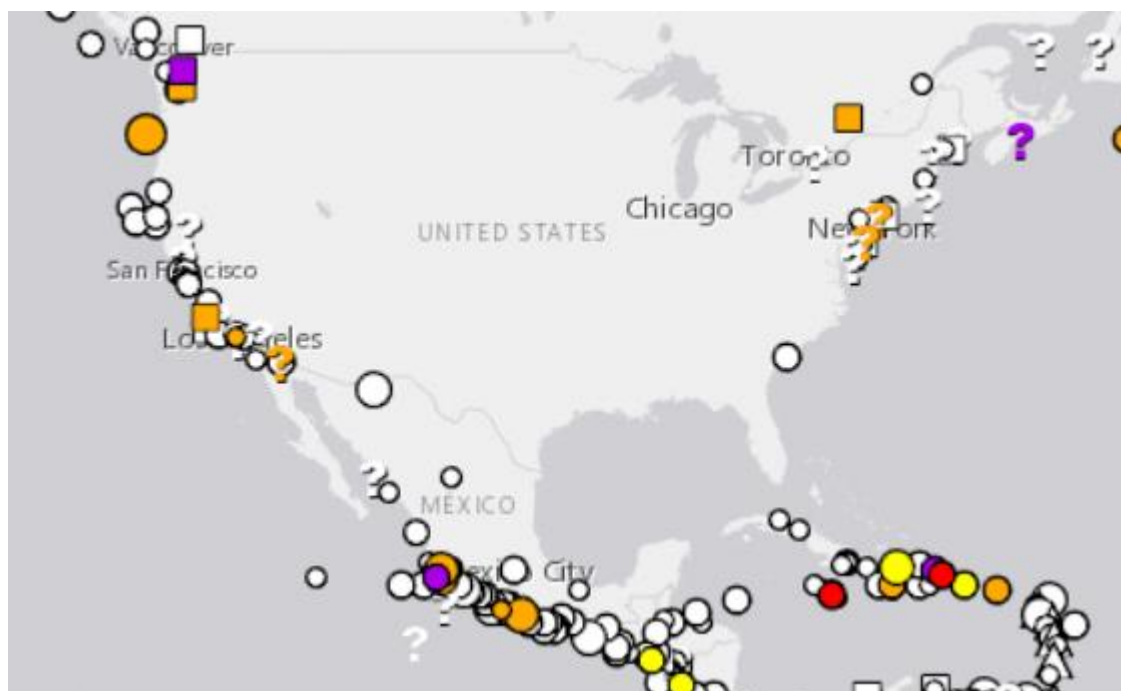
*Minimal* - The U.S. Gulf Coast is not located near a subduction zone, which is a particularly active seismic zone, where large earthquakes can produce damaging waves that threaten nearby and distant coasts. Additionally, there has not been much tsunami or seismic activity recorded in the region. However, according to the national tsunami hazard assessments conducted for the National Tsunami Hazard Mitigation Program by NOAA, evidence suggests a tsunami is possible. In 1918, an earthquake off Puerto Rico produced the only tsunami on record for the Gulf Coast. The geography of the Gulf may reduce the impact of most distant tsunamis. Geologic evidence in the Gulf of Mexico points to underwater landslides as the region's likeliest tsunami source.

#### Previous Occurrences

Of the 754 confirmed events in the Global Historical Tsunami Database between 1900 and 2015, approximately 78% occurred in the Pacific Ocean (around the geologically active "Ring of Fire"), 8% in the Atlantic Ocean and Caribbean Sea, 6% in the Mediterranean Sea, 5% in the Indian Ocean, and 1% in other seas. Figure 3.16 presents the location of historic tsunami events and the associated cause.

There have been no reported previous occurrences of tsunami events in or impacting the planning area.

**Figure 3.16 Historic Tsunami Events and Causes**



**Cause of the Tsunami:**

Effects of the Tsunami:	Volcanic Eruption	Landslide	Unknown/ Miscellaneous	Earthquake Magnitude				
				>=9	>=8	>=7	>=6	<6 or ?
Very Many Deaths (~1001 or more deaths)	▲	■	?	●	●	●	●	●
Many Deaths (~101 to 1000 deaths)	▲	■	?	●	●	●	●	●
Some Deaths (~51 to 100 deaths)	▲	■	?	●	●	●	●	●
Few Deaths (~1 to 50 deaths)	▲	■	?	●	●	●	●	●
No Deaths / Unknown	△	□	?	○	○	○	○	○

Source: NOAA, Natural Hazards Viewer, <https://maps.ngdc.noaa.gov/viewers/hazards/?layers=0>

## Probability of Future Occurrences

*Very Low* - The assessment of the tsunami hazard in the United States shows that a tsunami can strike any U.S. coast, but the hazard level varies. For the Gulf Coast, the probability is very low, see Table 3.12. These hazard levels are based largely on the historical record through 2014, geological evidence, and location relative to tsunami sources, all of which provide clues to what might happen in the future.



**Table 3.12 Qualitative Tsunami Hazard Assessment, 2016**

Region	Hazard Level
Pennsylvania, Delaware, Virginia, North Carolina, Georgia, Florida (Gulf coast), Alabama, Mississippi, Louisiana, Alaska Arctic coast	Very Low
Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Maryland, South Carolina, Florida (Atlantic coast), Texas	Low
None	Moderate
Puerto Rico, Virgin Islands, Washington, Oregon, Guam, Northern Mariana Islands, American Samoa	High
California, Alaska, Hawaii	Very High

### **Magnitude/Severity**

*Slight* - If a tsunami were to reach the Baldwin County coastline, the relatively shallow shoreline relief and densely populated coastal areas would expose coastal communities to significant losses. However, for the unincorporated areas of Baldwin County, less than 10-percent of the planning area is located within the coastal high hazard area.

### **Changing Future Conditions**

Scientists are beginning to believe there may be a connection between changing climate conditions and earthquakes. Changing ice caps and sea-level redistribute weight over fault lines, which could potentially have an influence on earthquake occurrences. However, currently no studies quantify the relationship to a high level of detail, so recent earthquakes should not be linked with climate change. While not conclusive, early research suggests that more intense earthquakes and tsunamis may eventually be added to the adverse consequences that are caused by changing future conditions.

### **Tsunami Hazard Summary**

Geographic Location / Spatial Extent	Probability	Magnitude	Planning Significance
Minimal	Very Low	Slight	Low





### 3.2.11 Hazard Profiles Summary

Table 3.13 summarizes the results of the hazard profiles and how each hazard varies by jurisdiction. This assessment was used by the FMPC to prioritize those hazards of greatest significance to each jurisdiction, enabling the jurisdictions to focus resources where they are most needed and develop the mitigation strategy accordingly.

---

**Table 3.13 Planning Significance Scores**

Hazard	Geographic Location / Spatial Extent	Probability	Magnitude	Planning Significance
Flood: 100-/500-Year	Partial	Very High	Significant	High
Hurricane and Tropical Storms (including storm surge)	Community-Wide	Moderate	Significant	High
Flood: Stormwater/Localized	TBD	TBD	TBD	Moderate
Coastal Bank Erosion	Minimal	Very High	Moderate	Moderate
Changing Future Conditions and Sea Level Rise	Minimal	High	Slight	Moderate
Dam/Levee Failure	Minimal	Very Low	Slight	Low
Tsunami	Minimal	Very Low	Slight	Low



## 3.3 Vulnerability Assessment

Requirement §201.6(c)(2)(ii) :[The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.

Requirement §201.6(c)(2)(ii)(A) :The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas.

Requirement §201.6(c)(2)(ii)(B) :[The plan should describe vulnerability in terms of an] estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(i)(A) of this section and a description of the methodology used to prepare the estimate.

Requirement §201.6(c)(2)(ii)(C): [The plan should describe vulnerability in terms of] providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

Requirement §201.6(c)(2)(ii): (As of October 1, 2008) [The risk assessment] must also address National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged floods.

### 3.3.1 Methodology

The vulnerability assessment further defines and quantifies populations, buildings, critical facilities, and other community assets at risk to natural hazards. The vulnerability assessment for this plan followed the methodology described in the FEMA publication *Understanding Your Risks—Identifying Hazards and Estimating Losses* (2002).

The vulnerability assessment was conducted based on the best available data and the significance of the hazard. Data to support the vulnerability assessment was collected from the following sources:

- FEMA's HAZUS loss estimation software
- Written descriptions of assets and risks provided by participating jurisdictions
- Existing plans and reports
- Personal interviews with FMPC members and other stakeholders
- Other sources as cited

The Vulnerability Assessment is divided into four parts:

- **Section 3.3.2 Community Assets** first describes the assets at risk in Baldwin County, including the total exposure of people and property; critical facilities and infrastructure; natural, cultural, and historic resources; and economic assets.
- **Section 3.3.3 Vulnerability by Hazard** describes the vulnerability to each hazard identified in section 3.1 and profiled in section 3.2. This vulnerability analysis includes a vulnerability overview for each hazard. For hazards of high and





moderate significance, the vulnerability analysis includes evaluation of vulnerable buildings, infrastructure, and critical facilities; estimated losses and a description of the methodology used to estimate losses; discussion of future development in relation to hazard-prone areas.

- **Section 3.3.10 Future Land Use and Development** discusses development trends, including population growth, housing demand, and future projects.
- **Section 3.3.11 Summary of Key Issues** summarizes the key issues and conclusions identified in the risk assessment process.

### 3.3.2 Community Assets

This section assesses the population, structures, critical facilities and infrastructure, and other important assets in the planning area that may be at risk to natural hazards.

#### Total Exposure of Population and Structures

As previously noted in Section 2.1.4 Population/Demographics, the total population for unincorporated Baldwin County was estimated as 89,449 for 2010 and 94,523 for 2016.

There is a total of 66,002 parcels within unincorporated Baldwin County with a total assessed value of \$1,169,546,780, per the parcel data provided by Baldwin County.

#### Critical Facilities and Infrastructure

Of significant concern with respect to any disaster event is the location of critical facilities in the planning area. Critical facilities are often defined as those essential services and facilities in a major emergency which, if damaged, would result in severe consequences to public health and safety or a facility which, if unusable or unreachable because of a major emergency, would seriously and adversely affect the health, safety, and welfare of the public. Critical facilities presented within Table 3.14 and Figure 3.17.

**Table 3.14 Inventory of Critical Facilities and Infrastructure**

Facility	Name	Address / Parcel Number
Airport	BARIN NOLF	01003011502
Communication	WEAR-TV CH 3	01003010904
Communication	WPMI CH 15	01003010904
Communication	WALA-TV CH 10	01003010703
Communication	WMPV-TV CH 21	01003010904
Communication	WBPG CH 55	01003010904
Communication	WHBR CH 33	01003010904
Communication	WKRG-TV CH 5	01003010703
Communication	WJTC CH 44	01003010904
Communication	WDLT 660	01003010800
Communication	WDXZ 1000	01003010905
Communication	WBLX-FM CH 225	01003010904
Communication	WYOK CH 281	01003010904
Communication	WMXC CH 260	01003010703
Communication	WJLQ CH 264	01003010904



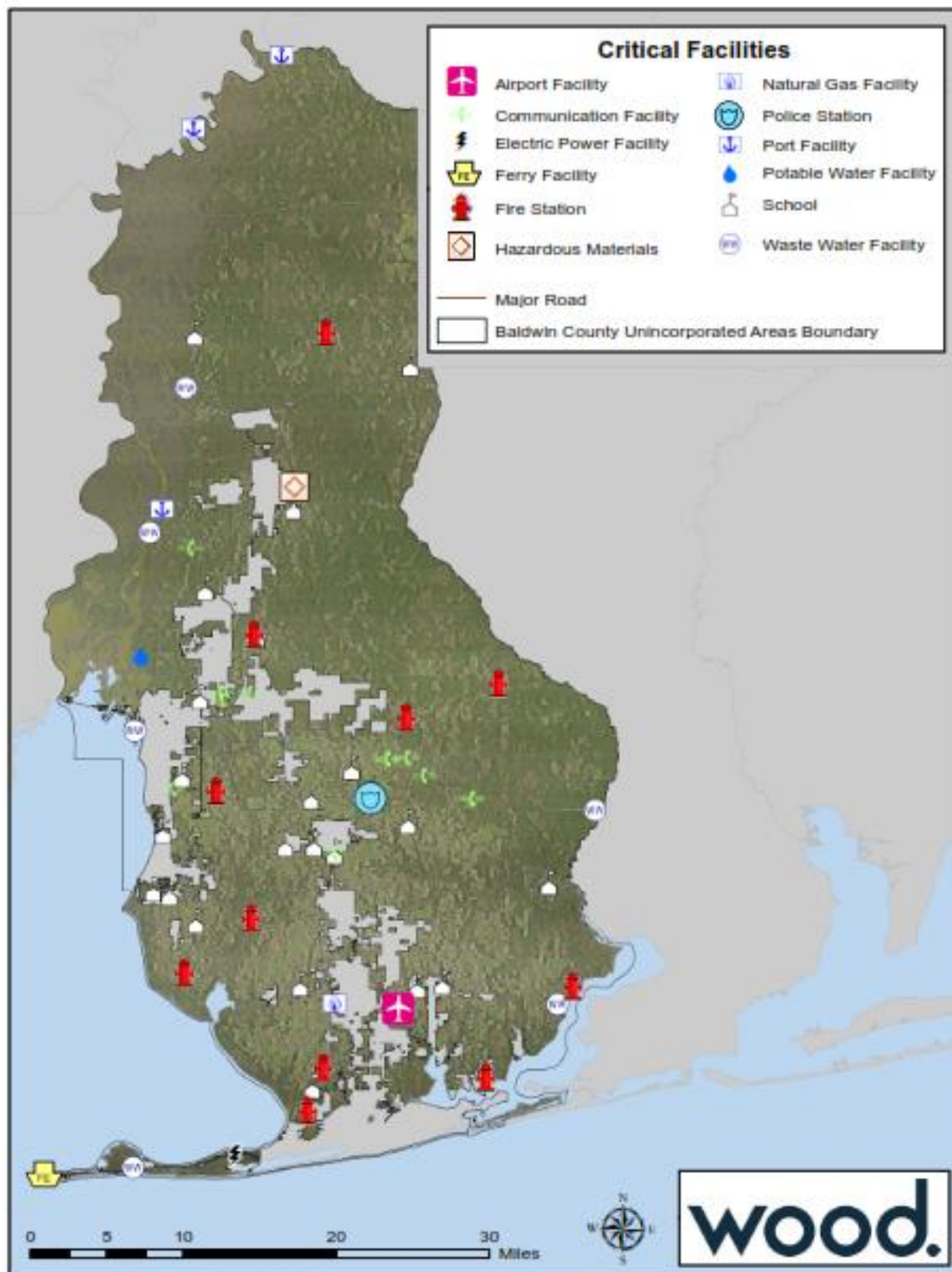
Facility	Name	Address / Parcel Number
Communication	WNXP CH 288	01003010300
Communication	WBHY-FM CH 203	01003010703
Communication	WXBH-FM CH 274	01003010904
Communication	WPCS CH 208	01003010904
Communication	WRKH CH 241	01003010703
Communication	WKSJ-FM CH 235	01003010904
Communication	WTKX-FM CH 268	01003010904
Communication	WHIL-FM CH 217	01003010703
Communication	WABB-FM CH 248	01003010703
Communication	WMEZ CH 231	01003010904
Electric Power	BALDWIN COUNTY ELECTRIC COOP.	200 WEST 22ND STREET
Ferry Facility	Fort Morgan	
Fire Station	Huggerland/ Oyster Bay Volunteer Fire	4590 CO RD 6
Fire Station	Rabun Volunteer Fire Department	47860 Rabun RD
Fire Station	Barnwell Volunteer Fire & Rescue Departm	13319 CO RD 13
Fire Station	Gateswood Volunteer Fire Department	33014 ST HWY 112
Fire Station	Styx River Volunteer Fire Department	23350 Dunbar RD
Fire Station	Stapleton Fire Department	36276 State Highway 59
Fire Station	Belforest Volunteer Fire Search & Rescu	25490 HWY 54 W
Fire Station	Fish River Marlow Fire & Rescue Departme	13355 CO RD 32
Fire Station	Bon Secour Volunteer Fire Department	7392 HWY 65
Fire Station	Josephine Volunteer Fire Department	6824 CO RD 95
Fire Station	Lillian Volunteer Fire Department	34180 Widell AVE
Hazardous Materials	BALDWIN POLE & PILING CO. INC.	OLD PENSACOLA HWY.
Hazardous Materials	BALDWIN POLE & PILING CO. INC.	OLD PENSACOLA HWY.
Hazardous Materials	BALDWIN POLE & PILING CO. INC.	OLD PENSACOLA HWY.
Natural Gas	RIVIERA UTILITIES	AZALEA RD OFF HWY 59
Poice Station	Baldwin County Sheriff	18126 County Rd 54
Port Facility	Alliance Resources Co., Oswell Loading F	South Carlton, AL Oil Fields.
Port Facility	Kimberly-Clark Corp., Dixie Wood Yard Ba	Foot of County Road 84.
Port Facility	Tensaw River Docks and Storage Yard Whar	Foot of County Road 7.
Potable Water	SPANISH FORT WATER SYSTEM INC	WELL 4 TREATMENT PLT HWY 31
Runway	00323.4*A AL09/27	
School	CENTRAL CHRISTIAN SCHOOL	17395 Highway 104 West
School	THE ACADEMY AT MISSION SAMARIA	32586 SEMINOLE ROAD WEST
School	BAYSHORE CHRISTIAN SCHOOL	23050 US HIGHWAY 98
School	SILVERHILL CHRISTIAN ACADEMY	PO BOX 207
School	BEREAN BAPTIST CHRISTIAN SCHOO	P.O. BOX 237
School	FAITH PRESBYTERIAN CHR SCH	18632 BERNER ROAD
School	VAUGHN SCHOOL	55260 COUNTY ROAD 21
School	PERDIDO ELEMENTARY SCHOOL	23589 COUNTY ROAD 47
School	DELTA ELEMENTARY SCHOOL	10251 WHITE HOUSE FORK RD
School	STAPLETON SCHOOL	35500 BALDWIN AVE
School	PINE GROVE ELEMENTARY SCHOOL	43980 PINE GROVE RD
School	SPANISH FORT HIGH SCHOOL	ONE PLAZA DE TOROS
School	ELSANOR SCHOOL	23440 US HIGHWAY 90
School	ROSINTON SCHOOL	19757 COUNTY ROAD 64
School	CENTRAL BALDWIN MIDDLE SCHOOL	24545 STATE HIGHWAY 59
School	DAPHNE EAST ELEMENTARY SCHOOL	26651 COUNTY ROAD 13
School	FAIRHOPE HIGH SCHOOL	18800 GREENO RD



Facility	Name	Address / Parcel Number
School	J LARRY NEWTON SCHOOL	9761 COUNTY ROAD 32
School	BALDWIN COUNTY ALTERNATIVE SCHOOL	6925 TWIN BEECH RD
School	SWIFT CONSOLIDATED ELEMENTARY SCHOOL	6330 BON SECOUR HWY
School	MAGNOLIA SCHOOL	1 JAGUAR LOOP
School	ELBERTA ELEMENTARY SCHOOL	25820 HIGHWAY 98
Wastewater Facility	ADOT I 10 WELCOME CENTER LAG	ALABAMA DEPARTMENT OF TRANSPOR
Wastewater Facility	LAKE FOREST WASTE WATER TREATMENT PLANT	29280 COUNTY ROAD 11
Wastewater Facility	LANDING INCORPORATION THE WWTP	LANDING INCORPORATION THE
Wastewater Facility	LILLIAN SEWER CO LLC WWTF	LILLIAN SEWER COMPANY LLC
Wastewater Facility	POLLUTION CONTL SYS FT MORGAN	
Wastewater Facility	TENSAW ISLAND LAND SHORES WWTP	TENSAW ISLAND LAND OWNERS ASSC

Sources: FEMA HAZUS, Baldwin County, AL

**Figure 3.17 Critical Facilities in Baldwin County**





## Other Assets

Assessing the vulnerability of the planning area to disaster also involves inventorying the natural, historic, cultural, and economic assets of the area. This is important for the following reasons:

- The planning area may decide that these types of resources warrant a greater degree of protection due to their unique and irreplaceable nature and contribution to the overall economy.
- If these resources are impacted by a disaster, knowing about them ahead of time allows for more prudent care in the immediate aftermath, when the potential for additional impacts is higher.
- The rules for reconstruction, restoration, rehabilitation, and/or replacement are often different for these types of designated resources.
- Natural resources can have beneficial functions that reduce the impacts of natural hazards, such as wetlands and riparian habitat, which help absorb and attenuate floodwaters.
- Losses to economic assets (e.g., major employers or primary economic sectors) could have severe impacts on a community and its ability to recover from disaster.

In the planning area, specific assets include the following:

- Natural Resources:
  - There are 30 known species in the planning area with state endangered, threatened, recovery, or candidate status. The list of such species includes 9 birds; 3 clams, 3 fishes; 1 flowering plant; 4 mammals; and 10 reptiles. For the list of species and their status, go to <https://www.fws.gov/daphne/es/specieslst.html>.
  - Bicentennial Park, a 367-acre area in North Baldwin County
  - Live Oak Landing Park, a 175-acre Baldwin County Park on the banks of the Tensaw River
  - Bon Secour National Wildlife Refuge – this 7,157-acre national wildlife refuge is located within both Baldwin and Mobile Counties and serves as a resting and feeding area for migratory birds and as a sanctuary for native flora and fauna. The refuge is one of the largest undeveloped parcels of land on the Alabama coast.
- Cultural Resources:
  - Baldwin County Heritage Museum
  - Historic Fort Morgan
- Economic Assets (major manufacturing employers, see also Section 2.1.5)
  - TC Aerospace Systems
  - Standard Furniture



- Ace Hardware Support Center
  - Quincy Compressors
  - Vulcan, Inc.
  - Bon Secour Fisheries
  - Quality Filters
  - Ascend Materials
  - Segers Aerospace
  - Dental EZ
- Historic resources
  - There are 24 properties on the National Register of Historic Places in unincorporated Baldwin County. For a specific listing of properties and additional details, go to <https://www.nps.gov/nr/research/>



### 3.3.3 Flood: 100-/500-Year Vulnerability

#### Overview

##### *Planning Significance: High*

Flood damage is directly related to the depth of flooding by the application of a depth damage curve. In applying the curve, a specific depth of water translates to a specific percent damage to the structure, which translates to the same percentage of the structure's replacement value. SFHAs for Baldwin County are shown in Section 3.2.1, Figure 3.2.

Building counts by FEMA flood zone were determined using a spatial intersection of the building footprints provided by the Baldwin County and the effective FEMA flood zones provided in the Baldwin County preliminary FIRM Database 07/31/2017. In order to determine the correct occupancy class for each parcel, the land use codes provided in the Baldwin County parcel data were translated into FEMA Hazus specific occupancy classes (i.e. RES1, COM4, EDU2, etc.). These were translated to ensure the correct depth damage function was applied to the parcel based on its occupancy class to ensure a more accurate damage assessment of the parcel.

Structure value estimations were also obtained from the Baldwin County parcel data. Content value estimations for each structure are based on FEMA Hazus methodologies of estimating value as a percent of improved structure values by property type. Table 3.15 shows the breakdown of the different property types in Baldwin County and their estimated content replacement value percentages.

#### **Structures at Risk**

The loss estimate for flood is based on the total of the improved building value and the contents value. Land value is not included in any of the loss estimates as generally the land is not subject to loss from floods. It is important to note that information on those properties mitigated (e.g., floodproofed or elevated) in the SFHA was not available for analysis, thus the resulting flood damage loss estimates could be lower than actual figures. Once the potential value of affected parcels was calculated, damage factors were applied to obtain loss estimates by flood zone.

**Table 3.15 Content Replacement Values**

Property Type	Content Replacement Values
Residential	50%
Agriculture	100%
Commercial	100%
Government	100%
Religious	100%
Industrial	150%





Table 3.16 shows the building count, total value, estimated damages and loss ratio for buildings that fall within the 100-year floodplain by flood zone and land use type. The loss ratio is the loss estimate divided by the total potential exposure (i.e., total of improved and contents value for all buildings located within the 100-year floodplain) and displayed as a percentage of loss. FEMA considers loss ratios greater than 10% to be significant and an indicator a community may have more difficulties recovering from a flood.

**Table 3.16 Estimated Building Damage and Content Loss**

Occupancy Type	Total Number of Buildings	Total Value (Bldg & Content)	Estimated Building Damage	Estimated Content Damage	Estimated Total Damage	Loss Ratio
<b>AE</b>						
Residential	4044	\$1,843,705,285	\$692,973,918	\$417,302,768	\$1,110,276,686	60.2%
Commercial	70	\$66,022,556	\$13,515,521	\$18,442,342	\$31,957,863	48.4%
Agriculture	74	\$13,640,184	\$4,610,576	\$5,262,179	\$9,872,755	72.4%
Government	13	\$6,106,952	\$2,821,136	\$1,777,164	\$4,598,300	75.3%
Industrial	12	\$3,349,362	\$241,459	\$683,365	\$924,824	27.6%
Religious	17	\$4,749,112	\$1,784,118	\$1,218,041	\$3,002,159	63.2%
<b>Total</b>	<b>4230</b>	<b>\$1,937,573,451</b>	<b>\$715,946,728</b>	<b>\$444,685,859</b>	<b>\$1,160,632,587</b>	<b>59.9%</b>
<b>A</b>						
Residential	139	\$5,186,276	\$402,357	\$224,949	\$627,306	12.1%
Commercial	1	\$26,000	\$7	\$13	\$20	0.1%
Agriculture	23	\$790,440	\$4,016	\$16,264	\$20,280	2.6%
Government	0	\$0	\$0	\$0	\$0	0.0%
Industrial	0	\$0	\$0	\$0	\$0	0.0%
Religious	0	\$0	\$0	\$0	\$0	0.0%
<b>Total</b>	<b>163</b>	<b>\$6,002,716</b>	<b>\$406,380</b>	<b>\$241,226</b>	<b>\$647,606</b>	<b>10.8%</b>
<b>VE</b>						
Residential	533	\$307,214,204	\$115,488,859	\$64,414,997	\$179,903,856	58.6%
Commercial	3	\$14,665,200	\$7,332,600	\$7,331,700	\$14,664,300	100.0%
Agriculture	1	\$477,000	\$238,500	\$238,500	\$477,000	100.0%
Government	0	\$0	\$0	\$0	\$0	0.0%
Industrial	1	\$110,600	\$0	\$0	\$0	0.0%
Religious	3	\$694,200	\$329,310	\$208,260	\$537,570	77.4%
<b>Total</b>	<b>541</b>	<b>\$323,161,204</b>	<b>\$123,389,269</b>	<b>\$72,193,457</b>	<b>\$195,582,726</b>	<b>60.5%</b>
<b>500-Year</b>						
Residential	1386	299698445	93611015	50200675	\$143,811,690	48.0%
Commercial	15	2076532	163182	555644	\$718,826	34.6%
Agriculture	63	6750262	797752	1557987	\$2,355,739	34.9%
Government	1	2440000	245030	1220000	\$1,465,030	60.0%
Industrial	4	750300	10500	24203	\$34,703	4.6%
Religious	1	411600	20669	108798	\$129,467	31.5%
<b>Total</b>	<b>1470</b>	<b>\$312,127,139</b>	<b>\$94,848,148</b>	<b>\$53,667,307</b>	<b>\$148,515,455</b>	<b>47.6%</b>





### ***Population at Risk***

A separate analysis was performed to determine the population at risk to the individual FEMA flood zones. Using GIS, the FIRM flood zones were intersected with the building footprint layer. Those residential buildings that intersected the flood zones were counted and multiplied by the 2010 Census Bureau household factor for unincorporated Baldwin County (2.62) as shown in Table 3.17.

**Table 3.17 Estimated Population at Risk**

Flood Zone	Residential Property Count	Population at Risk
AE	4,044	10,595
A	139	364
VE	533	1,396
500-Year	1,386	3,631
<b>TOTAL</b>	<b>6,102</b>	<b>15,987</b>

### ***Critical Facilities at Risk***

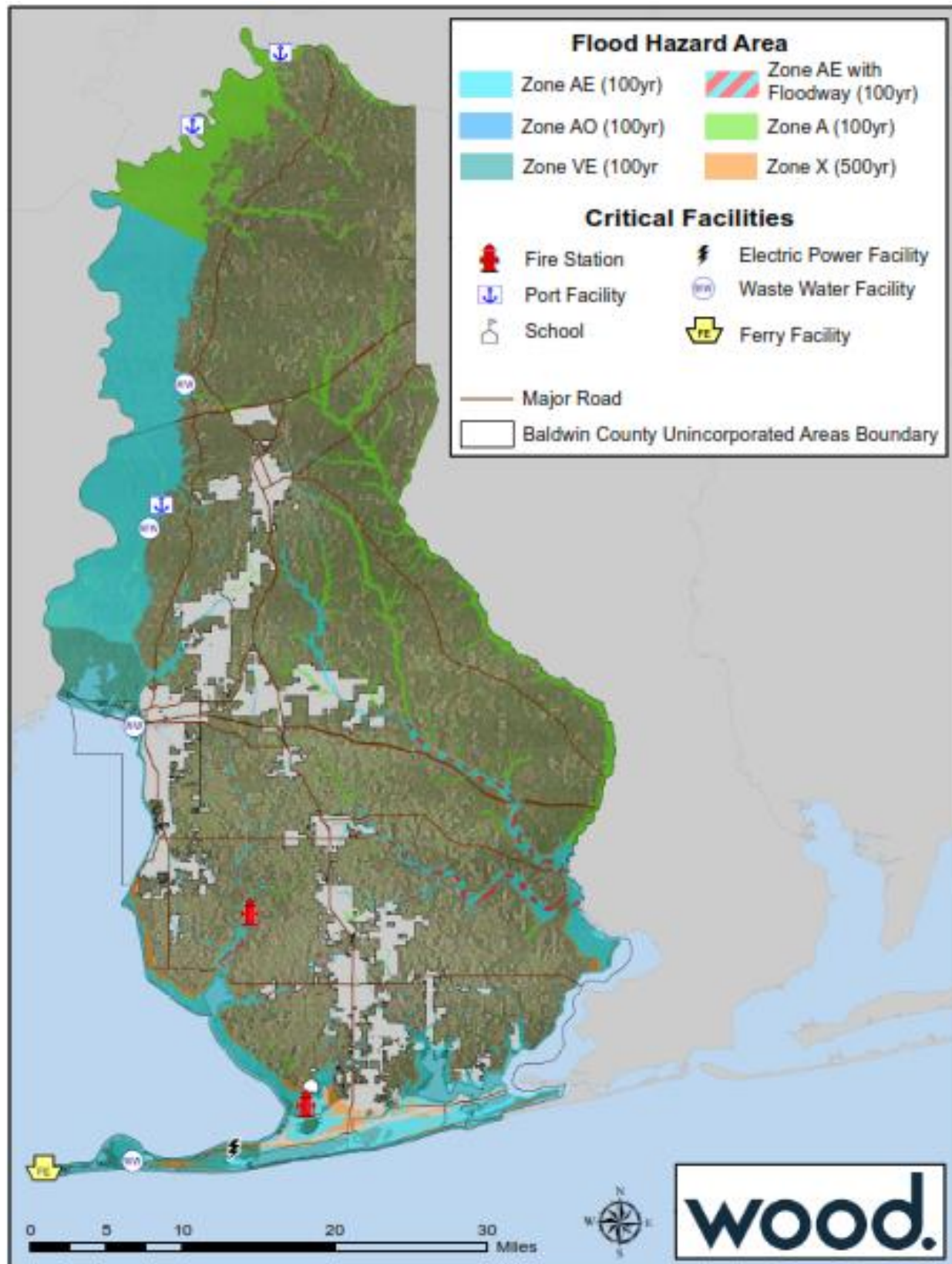
A separate analysis was performed to determine critical facilities located in the 100- and 500-year floodplains. Using GIS, the FIRM flood zones were overlaid on the critical facility location data. Table 3.18 and Figure 3.18 present the critical facilities located within the 100- and 500-year floodplains by facility type.

**Table 3.18 Inventory of Critical Facilities and Infrastructure**

Facility	Name
Fire Station	Huggerlanding/ Oyster Bay Volunteer Fire
Fire Station	Fish River Marlow Fire & Rescue Departme
Fire Station	Volunteer Fire Departments
Port Facility	Alliance Resources Co., Oswell Loading F
Waste Water Facility	POLLUTION CONTL SYS FT MORGAN
Waste Water Facility	TENSAW ISLAND LAND SHORES WWTP
Waste Water Facility	LANDING INCORPORATION THE WWTP
Waste Water Facility	East Baldwin WWTP
School	SWIFT CONSOLIDATED ELEMENTARY SCHOOL
School	Perdida Elementary
School	Elsanor Elementary
School	Rosinton Elementary
School	Stapleton Elementary

Sources: FEMA HAZUS, Baldwin County, AL

**Figure 3.18 Critical Facilities in the SFHA in Baldwin County**





## ***Flood Insurance Analysis***

One valuable source of information on flood hazards is current flood insurance data for active policies and past claims. Flood insurance is required as a condition of federal aid or a mortgage or loan that is federally insured for a building located in a FEMA flood zone.

Baldwin County has been a participant in the NFIP since January 1973 and has achieved a Class 7 flood insurance rating through participation in the NFIP's Community Rating System which rewards all policyholders in unincorporated County with a 15-percent reduction in their flood insurance premiums. Tables 3.19 through 3.22 reflect NFIP policy and claims data for the County categorized by structure type, flood zone, Pre-FIRM and Post-FIRM.

**Table 3.19 NFIP Policy and Claims Data by Structure Type, 2018**

Structure Type	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
Single Family	5,647	\$4,486,140	\$1,602,406,700	6,938	\$174,400,386.95
2-4 Family	299	\$283,261	\$64,209,500	249	\$7,385,251.42
All Other Residential	5,098	\$981,259	\$1,011,820,700	156	\$33,033,135.67
Non-Residential	206	\$665,500	\$79,313,600	317	\$21,474,885.20
<b>Total</b>	<b>11,250</b>	<b>\$6,416,160</b>	<b>\$2,757,750,500</b>	<b>7,660</b>	<b>\$236,293,659.2</b>

**Table 3.20 NFIP Policy and Claims Data by Flood Zone, 2018**

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
AE Zones	5,721	\$3,049,241	\$1,345,882,300	4,610	\$137,088,983.15
A Zones	122	\$30,398	\$22,880,200	172	\$6,771,517.98
VE Zones	556	\$1,604,159	\$112,486,800	1,940	\$34,777,598.49
D Zones	1	\$2,290	\$247,000	70	\$1,044,551.72
B, C & X Zone					
Standard	2,537	\$859,008	\$568,883,200	445	\$39,462,875.23
Preferred	2,313	\$871,064	\$707,371,000	419	\$17,082,957.67
<b>Total</b>	<b>11,250</b>	<b>\$6,416,160</b>	<b>\$2,757,750,500</b>	<b>7,656</b>	<b>\$236,228,484.24</b>

**Table 3.21 NFIP Policy and Claims Data Pre-FIRM, 2018**

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
AE Zones	578	\$1,252,195	\$133,195,100	2,157	\$73,548,373.20
A Zones	3	\$6,105	\$395,600	127	\$4,003,692.07
VE Zones	95	\$259,372	\$14,565,700	629	\$16,369,985.56
D Zones					
B, C & X Zone					
Standard	43	\$63,095	\$10,723,500	148	\$6,557,382.03
Preferred	136	\$61,420	\$43,527,000	74	\$3,063,985.36
<b>Total</b>	<b>855</b>	<b>\$1,642,187</b>	<b>\$202,406,900</b>	<b>3,182</b>	<b>\$104,159,752.28</b>

**Table 3.22 NFIP Policy and Claims Data Post-FIRM, 2018**

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
AE Zones	5,143	\$1,797,046	\$1,212,687,200	2,426	\$63,359,732.33
A Zones	119	\$24,293	\$22,484,600	43	\$2,757,413.70
VE Zones	461	\$1,344,787	\$97,921,100	1,305	\$18,387,635.75
D Zones	1	\$2,290	\$247,000	6	\$366,258.26
B, C & X Zone					
Standard	2,494	\$795,913	\$558,159,700	294	\$32,887,836.32
Preferred	2,177	\$809,644	\$663,844,000	345	\$14,018,972.31
<b>Total</b>	<b>10,395</b>	<b>\$4,773,973</b>	<b>\$2,555,343,600</b>	<b>4,419</b>	<b>\$131,777,848.67</b>

***Repetitive Loss Analysis***

A repetitive loss property is a property for which two or more flood insurance claims of more than \$1,000 have been paid by the NFIP within any 10-year period since 1978. An analysis of repetitive loss was completed by Baldwin County to examine repetitive loss properties against FEMA flood zones.

According to 2018 NFIP records, there are a total of 442 unmitigated repetitive loss properties within unincorporated Baldwin County. There are 50 properties are classified as severe repetitive loss. Since 1997, Baldwin County has mitigated 67 properties through acquisitions and elevations. An additional 32 properties have been mitigated through ICC claims. Table 3.23 details repetitive loss building counts, FEMA flood zones and total payment for the unmitigated properties.

**Table 3.23 NFIP Policy and Claims Data Post-FIRM, 2018**

Flood Zone	Building County		Total Building Payment	Total Content Payment	Total Paid
	Insured	Uninsured			
AE and A Zones	99	209	\$23,154,811.22	\$6,668,064.31	\$29,822,875.53
VE Zones	29	43	\$3,091,103.53	\$391,022.72	\$3,482,126.25
B, C & X Zone	26	34	\$6,034,492.73	\$1,847,955.30	\$7,882,448.03
<b>Total</b>	<b>154</b>	<b>286</b>	<b>\$32,280,407.48</b>	<b>\$8,907,042.33</b>	<b>\$41,187,449.81</b>

Figure 3.19 illustrates the location of unmitigated repetitive loss properties in relation to mapped FEMA flood zones within the County.

### ***Agricultural Impacts***

In addition, USDA crop insurance claims as a result of flood and excessive moisture damage has averaged \$626,107 per year from 2007 to 2018 and total \$6,160,895 for the period.

**Table 3.24 Claims Paid in Baldwin County for Crop Loss as a Result of Flood/Excessive Moisture/Rain (2007 – 2018)**

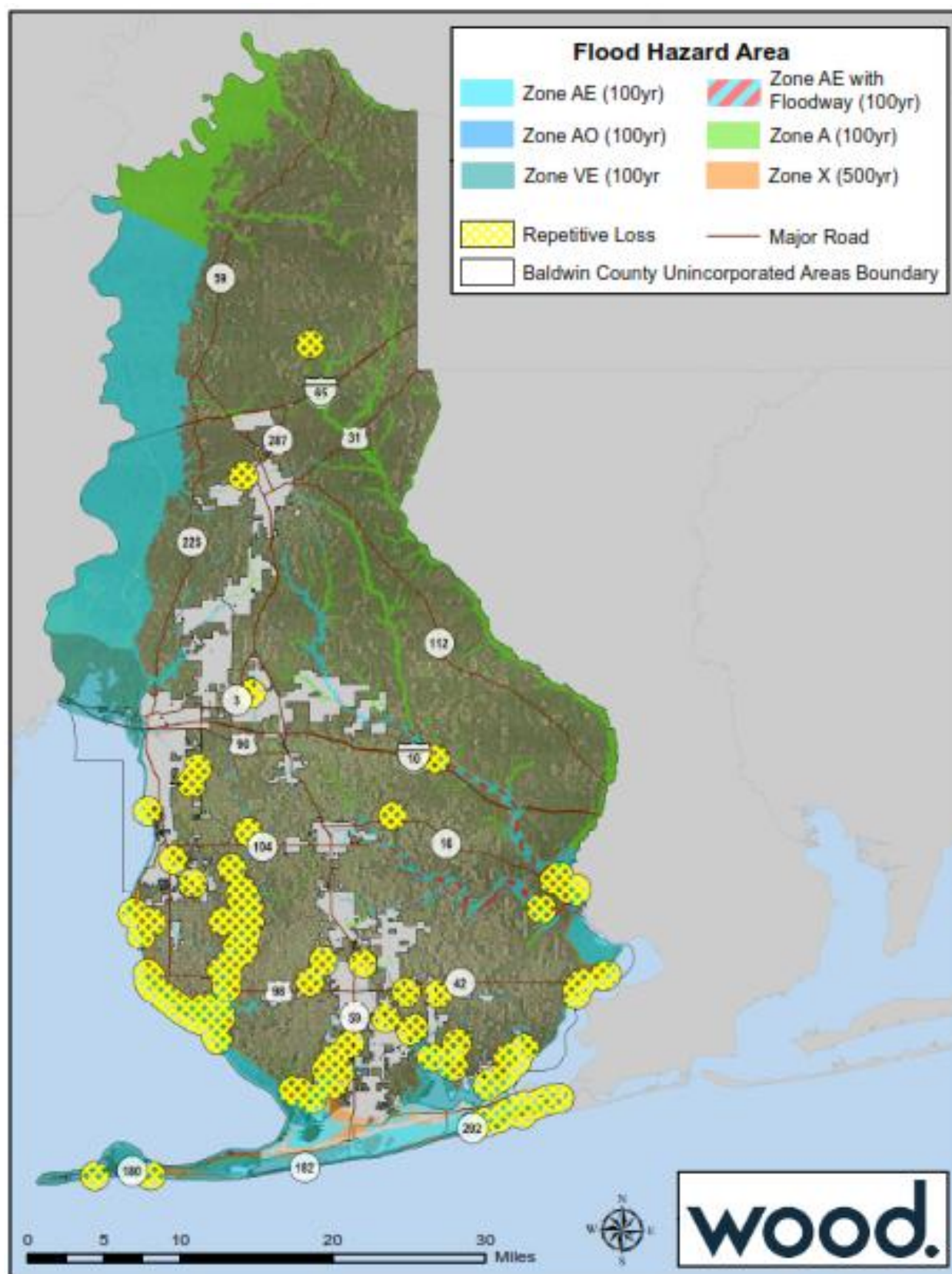
12-Year Insurance Paid	Adjusted 12-Year Flood Losses (considering 82% insured)	Estimated Annualized Losses	2012 Ag Census Value of Crops	Annualized Crop Loss Ratio (Losses/Value)
\$6,160,894.59	\$7,513,286	\$626,107	\$115,652,000	0.54%

### ***Future Development***

Any future development in floodplains would increase risk in those areas. Since Baldwin County participates in the National Flood Insurance Program, enforcement of the floodplain management regulations will ensure mitigation of future construction in those areas. However, even if structures are mitigated, evacuation may still be necessary due to rising waters. In addition, floods that exceed mitigated levels may still cause damages.



**Figure 3.19 Repetitive Loss Properties in Baldwin County**





### **3.3.4 Flood: Stormwater/Localized Flooding Vulnerability**

#### ***Overview***

Planning Significance: Moderate

#### ***Potential Losses to Existing Development***

Localized flooding occurs at various times throughout the year with several areas of primary concern to unincorporated Baldwin County. Localized flooding and ponding affect streets and property. Localized flooding locations, as identified by the Highway department, correlate with unmitigated repetitive loss properties.

#### ***Future Development***

The risk of localized flooding to future development can be minimized by accurate recordkeeping of repetitive localized storm activity and an evaluation of regional drainage issues. Mitigating the root causes of the localized flooding or choosing not to develop in areas that often are subject to localized flooding will reduce future risks of losses due to this hazard.





### 3.3.5 Hurricane and Tropical Storms Vulnerability

#### **Overview**

Planning Significance: High

#### ***Potential Losses to Existing Development***

The heavy rains associated with tropical weather systems are not only responsible for major flooding in areas where the storm initially strikes, but they can also affect areas hundreds of miles inland. Torrential rains from hurricanes and tropical storms can produce extensive urban and riverine flooding, especially if the storm systems are large and slow moving. Winds from these storms located offshore can drive ocean water up the mouth of a river, compounding the severity of inland overbank flooding.

In addition to the combined destructive forces of wind, rain, and lightning, hurricanes can cause a surge in the ocean, which can raise the sea level as high as 25 feet or more in the strongest hurricanes. As a hurricane approaches the coast, its winds drive water toward the shore. Once the edge of the storm reaches the shallow waters of the continental shelf, the water begins to pile up. Winds of hurricane strength eventually force the water onto the shore. At first, the water level climbs slowly, but as the eye of the storm approaches water rises rapidly. Furthermore, storm surge can also cause extensive damage on the backside of a hurricane as storm surge waters head back out to sea.

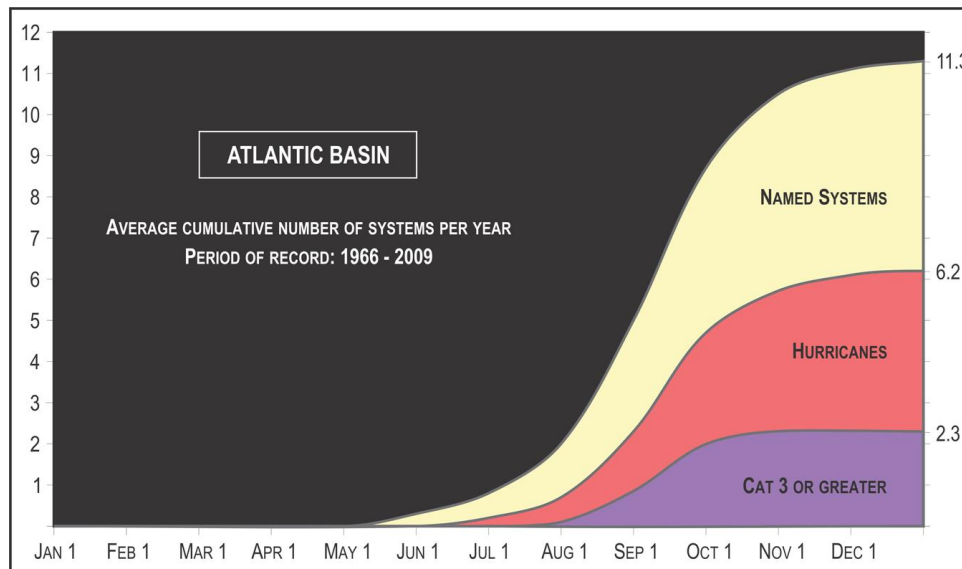
Natural resources, particularly beaches, are devastated by hurricanes. The erosion of the coastline is considerable due to the impact of wind, waves, and debris in a hurricane event. Beaches need to be replenished with appropriate materials to reduce erosion. More importantly, the dune system needs to be protected and remain intact in order to prevent having to replenish beaches. Sand dunes are the first line of defense against coastal storms and beach erosion. They absorb the impact of storm surge and high waves, preventing or delaying flooding of inland areas and damage to inland structures. They are also sand storage areas that supply sand to eroded beaches during storms and buffer windblown sand and salt spray. Storm surge and subsequent erosion of the shoreline often leads to the loss of property. The vulnerability of Baldwin County to coastal erosion is discussed in Section 3.3.6.

The Atlantic basin hurricane season runs from June 1st to November 30. The Atlantic basin includes the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico. Figure 3.20 shows the progress of a typical hurricane season in terms of the total number of tropical systems and hurricanes produced throughout the year in the Atlantic basin. The curves represent the average cumulative production of all named tropical systems, all hurricanes, and those hurricanes which were Category 3 or stronger in those basins.

A hurricane surge analysis was conducted by intersecting the building footprint layer provided by Baldwin County with the polygon shapefile for each hurricane surge layer. The hurricane surge layer data was derived from National Hurricane Center SLOSH model runs on all the NOAA SLOSH basins throughout Alabama. The runs create outputs for all different storm simulations from all points of the compass. Each direction has a MEOW (maximum envelope of water) for each category of storm (1-5), and all directions combined result in a MOMs (maximum of maximums) set of data. The MOMs are used in this surge model. The application uses three input parameters or data:

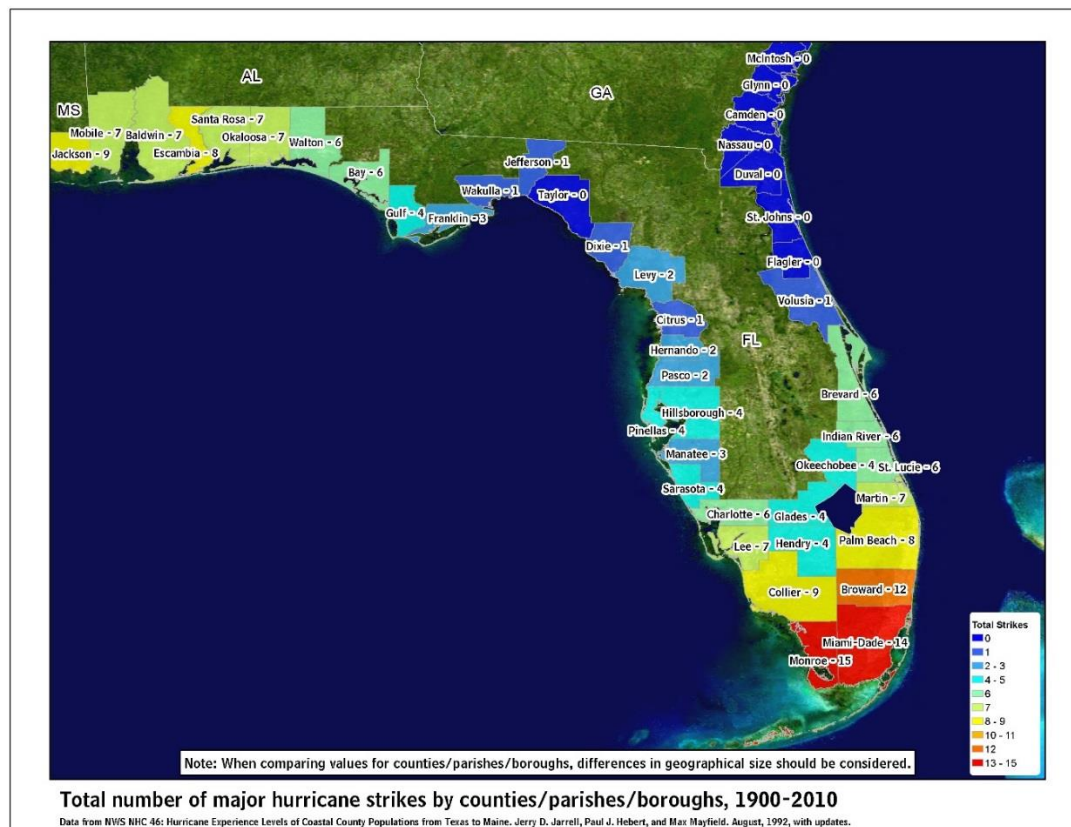
elevation (from LIDAR), SLOSH basin results, and contiguous shoreline or sea polygons.

**Figure 3.20 Average Number of Tropical Storms per Year (Atlantic Basin)**



Source: NOAA; [https://www.nhc.noaa.gov/climo/images/cum-average\\_Atl\\_1966-2009.gif](https://www.nhc.noaa.gov/climo/images/cum-average_Atl_1966-2009.gif)

**Figure 3.21 Total Number of Major Hurricane Strikes by County, 1900-2010**



Source: NOAA; [https://www.nhc.noaa.gov/climo/images/strikes\\_egulf\\_mjr.jpg](https://www.nhc.noaa.gov/climo/images/strikes_egulf_mjr.jpg)



Table 3.25 provides a summary of assets at risk to hurricane surge based on each hurricane category. The assets at risk estimate for each hurricane category is based on the total of improved and contents value. The value of land is not included in the loss estimates as generally the land is not subject to loss from hurricane and tropical storm damage.

**Table 3.25 Assets at Risk to Category 1 Storm Surge**

Occupancy Type	Total Number of Buildings	Total Building Value	Total Content Value	Total Value
<b>Category 1</b>				
Residential	1,262	\$353,820,402	\$176,910,198	\$530,730,600
Commercial	30	\$5,433,492	\$5,433,492	\$10,866,984
Agriculture	20	\$2,795,482	\$2,771,182	\$5,566,664
Government	3	\$1,320,000	\$1,320,000	\$2,640,000
Industrial	8	\$862,360	\$1,265,896	\$2,128,256
Religious	3	\$347,100	\$347,100	\$694,200
<b>Total</b>	<b>1,326</b>	<b>\$364,578,836</b>	<b>\$188,047,868</b>	<b>\$552,626,704</b>
<b>Category 2</b>				
Residential	4,192	\$1,263,542,548	\$631,771,257	\$1,895,313,805
Commercial	57	\$14,274,487	\$14,274,487	\$28,548,974
Agriculture	63	\$6,160,520	\$6,089,620	\$12,250,140
Government	15	\$2,738,144	\$2,738,144	\$5,476,288
Industrial	12	\$1,024,416	\$1,508,980	\$2,533,396
Religious	20	\$2,693,878	\$2,693,878	\$5,387,756
<b>Total</b>	<b>4,359</b>	<b>\$1,290,433,993</b>	<b>\$659,076,366</b>	<b>\$1,949,510,359</b>
<b>Category 3</b>				
Residential	5,811	\$1,732,673,460	\$866,336,699	\$2,599,010,159
Commercial	94	\$30,850,055	\$30,850,055	\$61,700,110
Agriculture	92	\$8,873,437	\$8,622,237	\$17,495,674
Government	23	\$4,592,301	\$4,592,301	\$9,184,602
Industrial	23	\$6,115,164	\$9,089,356	\$15,204,520
Religious	22	\$2,796,234	\$2,796,234	\$5,592,468
<b>Total</b>	<b>6,065</b>	<b>\$1,785,900,651</b>	<b>\$922,286,882</b>	<b>\$2,708,187,533</b>
<b>Category 4</b>				
Residential	6,170	\$1,929,595,755	\$964,797,847	\$2,894,393,602
Commercial	114	\$38,129,818	\$38,129,818	\$76,259,636
Agriculture	101	\$9,322,387	\$8,932,187	\$18,254,574
Government	24	\$4,907,201	\$4,907,201	\$9,814,402
Industrial	31	\$7,180,039	\$10,522,068	\$17,702,107
Religious	22	\$2,796,234	\$2,796,234	\$5,592,468
<b>Total</b>	<b>6,462</b>	<b>\$1,991,931,434</b>	<b>\$1,030,085,355</b>	<b>\$3,022,016,789</b>
<b>Category 5</b>				
Residential	6,275	\$1,983,932,355	\$991,966,145	\$2,975,898,500
Commercial	118	\$56,335,980	\$56,335,980	\$112,671,960
Agriculture	105	\$9,489,382	\$9,099,182	\$18,588,564



Occupancy Type	Total Number of Buildings	Total Building Value	Total Content Value	Total Value
Government	24	\$4,907,201	\$4,907,201	\$9,814,402
Industrial	32	\$7,334,939	\$10,676,968	\$18,011,907
Religious	22	\$2,796,234	\$2,796,234	\$5,592,468
<b>Total</b>	<b>6,576</b>	<b>\$2,064,796,091</b>	<b>\$1,075,781,710</b>	<b>\$3,140,577,801</b>

### ***Population at Risk***

A separate analysis was performed to determine the population at risk to the individual hurricane inundation zones. Using GIS, the FIRM flood zones were intersected with the building footprint layer. Those residential buildings that intersected the hurricane inundation zones were counted and multiplied by the 2010 Census Bureau household factor for unincorporated Baldwin County (2.62) as shown in Table 3.26.

**Table 3.26 Estimated Population at Risk**

Hurricane Category	Residential Property Count	Population at Risk
Category 1	5,811	15,225
Category 2	4,192	10,983
Category 3	5,811	15,225
Category 4	6,170	16,165
Category 5	6,275	16,441

Source: Baldwin Parcel Data, U.S. Census Bureau (2010)

### ***Evacuation Zones***

Baldwin County has five hurricane evacuation zones as shown in Figure 3.22. When evacuation orders are given, residents and visitors are encouraged to move further inland or move to higher ground. Once an evacuation order is issued all major roadway networks within Baldwin County will be considered evacuation routes for local travel.

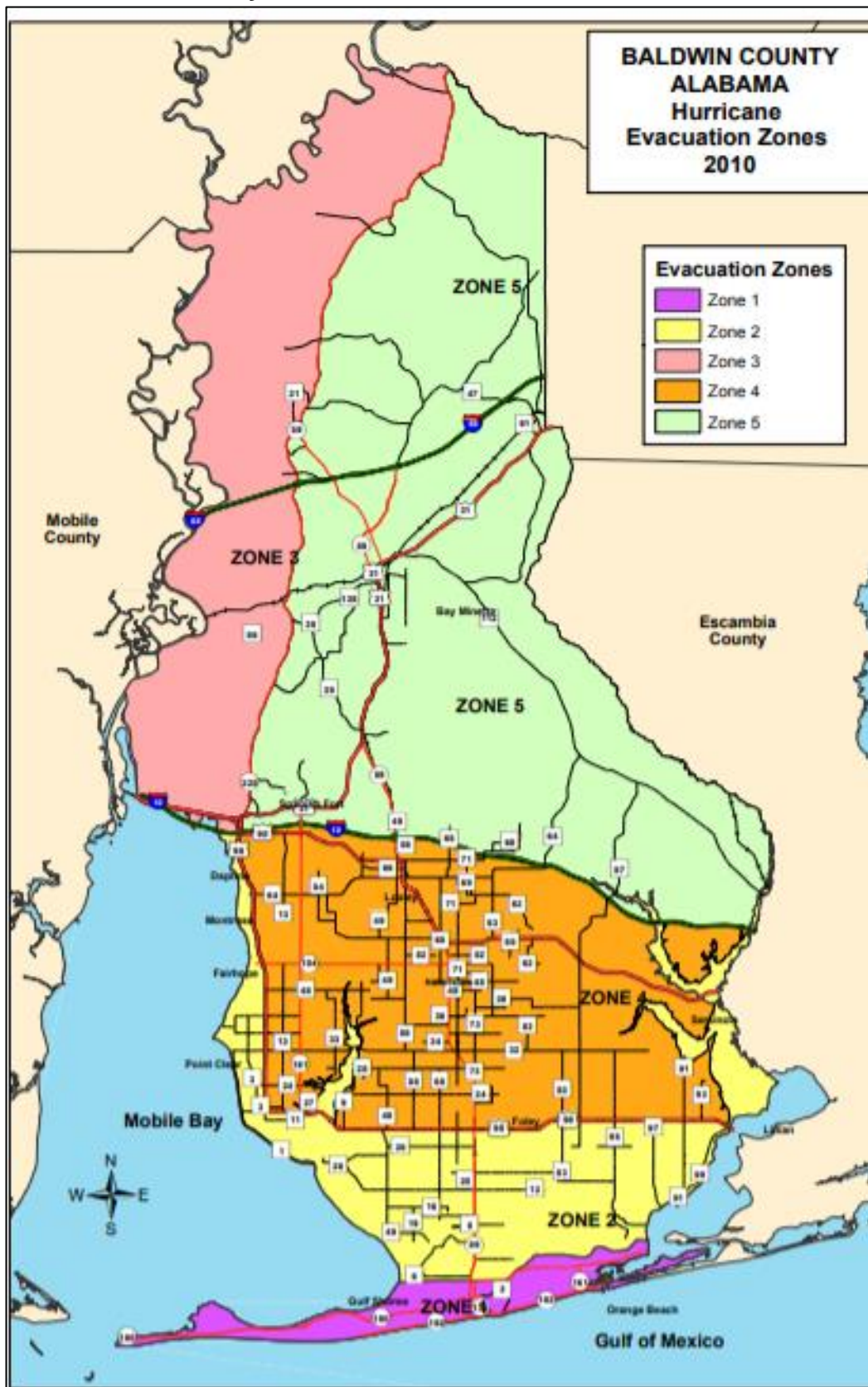
### ***Future Development***

Any future development within the County would will be at risk for hurricanes and tropical storms, with those located near the coastline at risk to associated storm surge. Since Baldwin County participates in the National Flood Insurance Program, enforcement of the floodplain management regulations will ensure mitigation of future construction within flood inundation areas. Hurricane/tropical winds are addressed through the Baldwin County Building Codes including the Wood Frame Construction Manual for 110 mph, 120 mph, and 130 mph winds.





Figure 3.22 Baldwin County Hurricane Evacuation Zones





### **3.3.6 Coastal Bank Erosion Vulnerability**

#### ***Overview***

Planning Significance: Moderate

#### ***Potential Losses to Existing Development***

The severity of coastal erosion is typically measured through a quantitative assessment of annual shoreline change for a given beach cross-section profile (feet or meters per year) over a long period of time. Erosion rates vary as a function of shoreline type and are influenced primarily by episodic events but can be used in land use and hazard management to define areas of critical concern. Coastal erosion is currently occurring in Baldwin County as discussed in Section 3.2.4 and should be expected to continue to occur in the future.

#### ***Future Development***

The vulnerability of sandy beaches can be expected to change in the future due to variations in storminess, sea-level rise, and human engineering efforts that alter beach configurations.



### 3.3.7 Changing Future Conditions and Sea Level Rise Vulnerability

#### **Overview**

Planning Significance: Moderate

#### ***Potential Losses to Existing Development***

Baldwin County, due to its close proximity to the Gulf Coast and the tidally influenced rivers, is vulnerable to the potential impacts of climate change and sea level rise. The climate change hazard profile in Section 3.2.6 discusses how climate-driven hazards such as hurricanes and flooding are likely to increase in frequency, and possibly intensity, in the future. Thus the 50-year flood of today may become the 10-year event in the future. The reader should refer to the vulnerability assessment discussions on Flood (Section 3.2.1), Hurricane (Section 3.2.3), and Coastal Erosion (Section 3.2.4) for the current exposure and risk to these hazards with the perspective that climate change has the potential to exacerbate the existing risk and vulnerabilities. This section will focus on an assessment of direct impacts from sea level rise, using best available data. The potential impacts of climate change and sea level rise include increased flooding frequency, potential damage to critical infrastructure, and increasing public costs associated with flood insurance claims, infrastructure repair and maintenance, environmental impacts and increased costs associated with emergency management efforts.

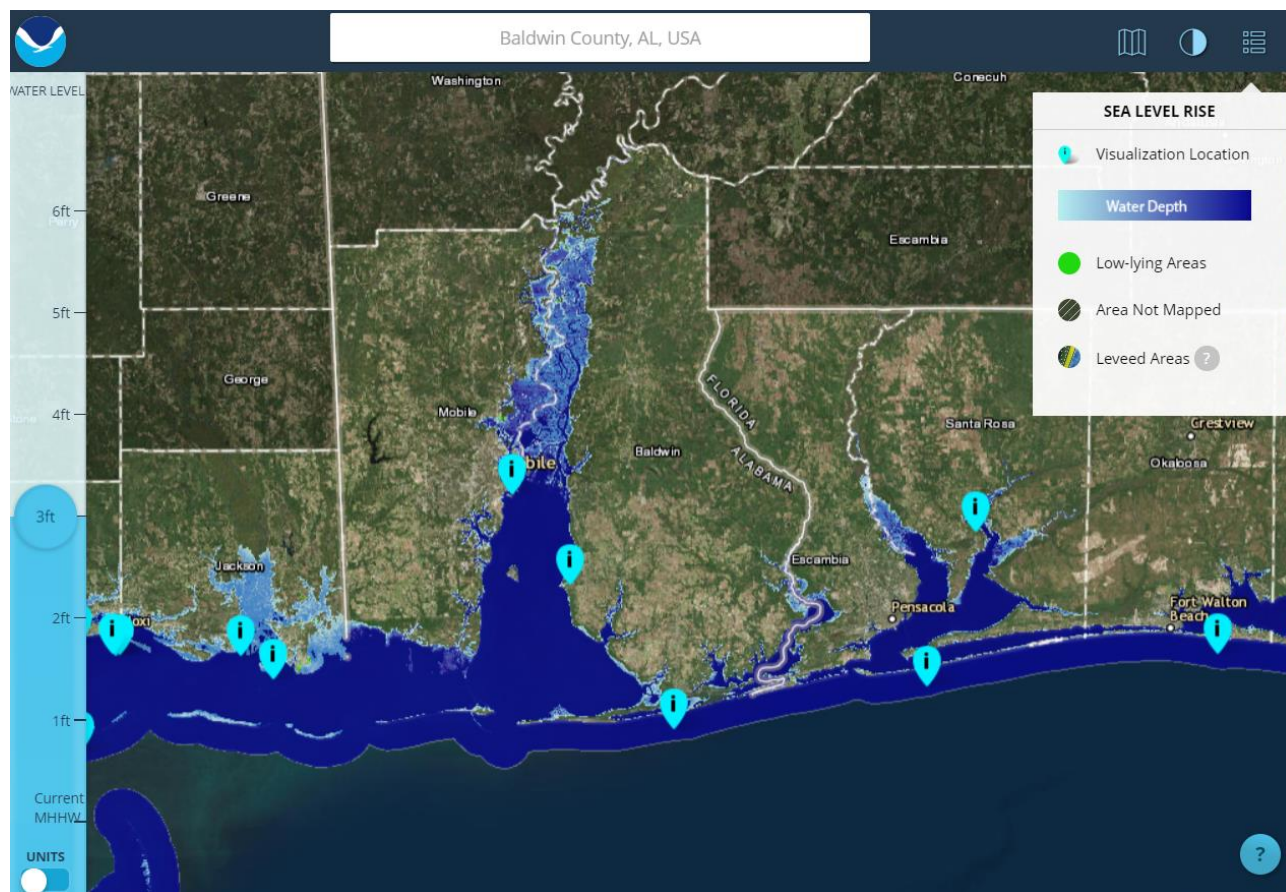
Sea level rise may have the following impacts on property and infrastructure in Baldwin County:

- Roads and bridges
- Utility infrastructure
- Erosion hazard zones
- Built environment including residential development
- Natural resources
- Recreational facilities and amenities such as parks
- Salt water intrusion into water supply
- Loss of property and property tax revenue due to inundation

NOAA Coastal Services Center provides a sea level rise and coastal flooding impacts viewer in order to assess how sea level rise will impact coastal communities. Figure 3.23 reflects the impact of three feet of sea level rise on Baldwin County using the coastal flooding impacts viewer provided by NOAA. The sea levels represent inundation at high tide, and areas that are hydrologically connected are shown in shades of blue (darker blue = greater depth). The low-lying areas, displayed in green, are hydrologically "unconnected" areas that may flood. The shaded area is unmapped. Table 3.27 provides an exposure analysis based on the elevation of land that structures are located on relative to local high tide. The results do not factor in structure elevation.



**Figure 3.23 Impact of 3-Ft of Sea Level Rise, Baldwin County**



Source: NOAA, Sea Level Rise Viewer, <https://coast.noaa.gov/digitalcoast/tools/slr.html>

### ***Future Development***

As a rise in sea level will raise the starting point for waves, tides, and storm surge, future coastal floods may be more severe and more frequent. Any future development in the coastal flood zones (VE) would increase risk in those areas. Since Baldwin County participates in the National Flood Insurance Program, enforcement of the floodplain management regulations will ensure mitigation of future construction in those areas.

Communities may be able to reduce sea level rise impacts by establishing defenses, accommodating floods, or relocating some development, at uncertain cost.

**Table 3.27 Sea Level Rise and Coastal Flood Exposure, Baldwin County**

Elevation relative to local high tide line (Mean Higher High Water)											
	Unit	< 1ft	< 2ft	< 3ft	< 4ft	< 5ft	< 6ft	< 7ft	< 8ft	< 9ft	< 10ft
<b>BY TOTALS</b>											
High social vulnerability population	Count	84	296	732	1296	2066	2964	3933	5090	6845	7796
Medium social vulnerability population	Count	141	413	1013	1813	2615	3285	3934	4509	5051	5564
Low social vulnerability population	Count	13	58	129	220	311	378	434	503	587	655
Property value	\$Million	466	1027	2402	4129	5931	7721	9750	11829	13880	15562
Population	Count	238	767	1874	3329	4992	6628	8301	10102	12482	14015
Caucasian population	Count	231	744	1821	3237	4847	6436	8063	9809	12098	13567
Population of color	Count	9	32	76	136	215	281	347	421	548	633
African-American population	Count	2	8	18	31	48	62	76	95	130	154
Asian population	Count	2	8	19	35	61	78	90	102	119	128
Hispanic population	Count	5	13	30	49	76	111	151	198	295	361
Native American population	Count	3	10	25	47	75	98	122	146	184	213
Homes	Count	396	1133	2664	4756	7424	10227	13280	16197	19223	21504
Schools	Count	0	0	0	0	0	0	0	1	1	1
Libraries	Count	0	0	0	0	0	0	0	0	1	1
Museums	Count	0	0	0	0	0	0	0	1	1	2
Houses of worship	Count	1	1	2	2	2	2	4	5	6	10
Roads	Miles	2	7	27	57	92	125	160	197	238	274
County roads	Miles	0	0	3	6	9	11	12	14	14	15
Federal roads	Miles	0	2	4	5	6	7	8	10	11	12
Local roads	Miles	2	5	19	42	70	97	122	150	183	211
Secondary roads	Miles	0	2	5	9	13	17	26	33	41	48
State roads	Miles	0	0	0	4	6	10	18	23	29	35
Heliports	Count	4	4	5	5	5	5	5	5	5	5
EPA listed sites	Count	11	17	30	47	55	60	65	73	76	84
NPDES sites	Count	11	16	24	40	47	52	54	60	63	68
OIL sites	Count	0	0	1	1	1	1	1	1	1	1
RADINFO sites	Count	0	1	5	6	7	7	8	10	10	13



	Unit	< 1ft	< 2ft	< 3ft	< 4ft	< 5ft	< 6ft	< 7ft	< 8ft	< 9ft	< 10ft
<b>BY TOTALS</b>											
Hazardous materials facilities	Count	0	0	1	1	1	1	1	1	1	1
Oil facilities	Count	0	0	1	1	1	1	1	1	1	1
Hazardous waste sites	Count	0	1	5	6	7	7	8	10	10	13
Minor hazwaste source sites	Count	0	1	3	3	4	4	4	4	4	6
Unspecified hazardous waste sites	Count	0	0	2	3	3	3	4	6	6	7
Wastewater sites	Count	11	16	24	40	47	52	56	62	65	70
Major wastewater sites	Count	1	1	1	1	1	2	2	2	2	2
Nonmajor wastewater sites	Count	10	15	23	39	46	50	52	58	61	66
Land	Acres	41304	73690	86303	96439	105145	113977	122674	131131	139665	147100
Protected land	Acres	19429	39396	45775	50304	53192	55938	58543	60815	62661	63974
Federal protected land	Acres	20	458	1385	2351	3080	3924	4821	5622	6211	6663
State protected land	Acres	19219	38677	44048	47316	49340	51162	52804	54183	55368	56148

Source: Surging Seas.org; ssrf.climatecentral.org/states/AL/downloads/analysis\_total\_tables/County/AL\_Baldwin\_County-total.xls



### **3.3.8 Dam Failure Vulnerability**

#### ***Overview***

Planning Significance: Low

#### ***Potential Losses to Existing Development***

According to the National Inventory of Dams, there are 20 dams located within the unincorporated areas of Baldwin County, one of which is listed as a significant hazard. All other dams are low hazard dams where failure could damage only farm or other uninhabited buildings, agricultural or undeveloped land including hiking trails, or traffic on low-volume roads.

Dam or levee failure is typically an additional or secondary impact of another disaster such as flooding or earthquake. The impacts to the planning area from a dam failure would be similar in some cases to those associated with flood events (see the flood hazard vulnerability analysis and discussion). The biggest difference is that a catastrophic dam failure has the potential to result in greater destruction due to the potential speed of onset and greater depth, extent, and velocity of flooding.

GIS analysis of populations and development in dam inundation areas would provide the most accurate results in terms of estimates of potential loss in the unlikely event of failure. The low hazard dams within the County are not required to prepare an emergency action plan or associated inundation mapping.

#### ***Future Development***

Flooding due to a dam failure event may exceed the special flood hazard areas regulated through local floodplain ordinances. Future development located downstream from dams and within inundation zones would increase vulnerability to this hazard. Baldwin County should consider the dam failure hazard when permitting development downstream of the significant hazard dam.



### **3.3.9 Tsunami Vulnerability**

#### ***Overview***

Planning Significance: Low

#### ***Potential Losses to Existing Development***

The likeliest sources for potential Gulf Coast tsunamis are underwater landslides, but the current record suggests that the large landslides were probably active prior to 7,000 years ago during a period of rapid sea level change. However, sediment supply, especially from the Mississippi River, continues to contribute to slope steepening and increasing fluid pore pressure in the sediments, which may lead to further landslide activity.

GIS analysis of populations and development within a tsunami inundation zone would provide the most accurate results in terms of estimates of potential loss in an event. Currently, tsunami inundation mapping is available for the City of Mobile and Dauphin Island/Gulf Highlands. Mapping is not currently available for Baldwin County. In addition, there are no historical events or observed data to approximate the inundation area of tsunami waves in Baldwin County.

#### ***Future Development***

Future development along the coastline would be the most vulnerable to a potential tsunami event. Since Baldwin County participates in the National Flood Insurance Program, enforcement of the floodplain management regulations will ensure mitigation of future construction in those areas. However, even if structures are mitigated, evacuation may still be necessary due to rising waters. In addition, floods that exceed mitigated levels may still cause damages.



### 3.3.10 Future Land Use and Development

Baldwin County is experiencing a significant population growth. It is the 11<sup>th</sup> fastest growing metropolitan statistical area in the United States. Table 3.28 provides information on changes in population and housing units in the planning area and estimated population growth. There is an estimated 65.1% increase in population from 2010 to 2040 for Baldwin County. If applied to the 2010 population for unincorporated Baldwin County, the population would be estimated to grow from 104,067 residents to 171,803 residents. With this population growth, Baldwin County should monitor new development to ensure that it does not take place in hazard-prone areas, specifically in the floodplains and dam inundation areas. Estimation of housing growth was not available beyond 2016.

**Table 3.28 Change in Population and Housing Units; and Population Projections 2020-2040**

Year	Population	Percent Change in Population	Housing Units	Percent Change in Housing Units
2010	182,265		104061	
2016	199,510	9.46%	107579	3.38%
2020	222554	11.55%	n/a	n/a
2025	242345	8.89%	n/a	n/a
2030	261777	8.02%	n/a	n/a
2035	281200	7.42%	n/a	n/a
2040	300899	7.01%	n/a	n/a
<b>Estimated Change from 2010 to 2040</b>		<b>65.09%</b>	n/a	n/a

Source: U.S. Census Bureau, University of Alabama, Center for Business and Economic Research: [https://cber.cba.ua.edu/edata/est\\_prj.html](https://cber.cba.ua.edu/edata/est_prj.html); n/a = not available

### Planned Development/Expansion Activities

The Baldwin County Planning and Zoning Commission completed a comprehensive plan, *Master Plan 2013*, <http://baldwincountyal.gov/docs/default-source/plannin-zoning/planning-zoning-documents/bc-master-plan-da1-resolution-2013-0921.pdf?sfvrsn=4>. The Master Plan is a guidance document for elected and appointed officials, staff and citizens to manage growth and development in the County with regards to land uses and zoning, as well as, the development of public improvements and infrastructure. The map in Figure 3.24 shows the future land use recommendations for the County.

Future land use is divided into broad categories which represent the recommendations for the physical development of the unincorporated areas of the County. The categories are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. The future land use categories contained within the Master Plan include:

- **Conservation:** The Conservation District is intended to protect environmentally





sensitive areas, and provides for large, open, unsubdivided land. Permitted uses include single family dwellings, agricultural uses, churches and outdoor recreation uses. Recreational vehicle parks and bed and breakfast establishments may be included in accordance with procedures set forth in the Zoning Ordinance. Zoning designations may include CR, RA and OR.

- **Agricultural:** Agriculture, forestry and similar activities are included with this future land use category. Single family dwellings, institutional uses, recreational uses, limited commercial uses which are intended to serve a rural area and transportation, communication and utility uses are also included subject to the requirements found within the Zoning Ordinance. This category is designed to protect the essential open character of rural areas until it is timely to reclassify the land to appropriate residential, commercial or industrial categories. Zoning designations may include RR, CR, RA and RSF-E.
- **Residential:** This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, RMH and PRO.
- **Commercial:** The commercial category is provided for retail and wholesale trade facilities which offer convenience and other types of goods and services. Institutional uses, recreational uses, mixed-use developments and transportation, communication and utility uses may be included in accordance with the Zoning Ordinance. Multiple family developments may also be included. Commercial uses should be located on major streets so as to be accessible to the residential population. Zoning designations may include RR, B-1, B-2, B-3, B-4, MR and TR.
- **Industrial:** Manufacturers of both durable and non-durable goods are included in this category. Institutional uses, commercial uses, recreational uses, and transportation, communication and utility uses, as permitted in the Zoning Ordinance, are also included. Zoning designations may include M-1, M-2 and PID.
- **Public and Semi-Public:** This category includes institutional uses, recreational uses and transportation, communication and utility uses. All zoning designations may be utilized under the Public and Semi-Public District depending upon specific requirements of the zoning ordinance.





## **Future Planning Areas**

Future planning areas include locations throughout the County where new development is either underway, has been proposed or is likely to occur. These areas will be evaluated for non-binding future land use categories during the first six-month revision of the Master Plan. Future planning areas as indicated on the Master Plan Map include the following:

- The Stockton area including Bicentennial Park and Live Oak Landing;
- The area surrounding the South Alabama Mega Site;
- The Baldwin Beach Express Corridor;
- The intersection of State Highway 181 and State Highway 104 including the proposed location for a new Catholic High School;
- The Interstate 65, County Road 47 (Rabun Road) interchange;
- The Interstate 10, County Road 64 Extension (Wilcox Road) interchange;
- The Stapleton area including the intersection of US Highway 31 and State Highway 59; and
- The area surrounding the proposed Mudcat Pointe Subdivision in Seminole.





### 3.3.11 Summary of Key Issues

Table 3.29 shows the results of the Hazard Ranking in order of High to Low Planning Significance based on the methodology described in section 3.1.

**Table 3.29 Planning Significance Scores**

Hazard	Geographic Location / Spatial Extent	Probability	Magnitude	Planning Significance
Flood: 100-/500-Year	Partial	Very High	Significant	High
Hurricane and Tropical Storms (including storm surge)	Community-Wide	Moderate	Significant	High
Flood: Stormwater/Localized	Community-Wide	Very High	Moderate	Moderate
Coastal Bank Erosion	Minimal	Very High	Moderate	Moderate
Changing Future Conditions and Sea Level Rise	Minimal	High	Slight	Moderate
Dam/Levee Failure	Minimal	Very Low	Slight	Low
Tsunami	Minimal	Very Low	Slight	Low

The following section summarizes key issues and questions for the planning committee brought out by the risk assessment.

- According to the July 31, 2017 Preliminary Flood Insurance Study prepared by FEMA, approximately 25-percent of the parcel acreage within the County is located within a Special Flood Hazard Area (SFHA). Changes in floodplain development and development within the watershed in general due to future population growth is likely to increase the size of the SFHAs due to an increase in impervious area.
- Properties categorized as repetitive loss properties have a greater need for flood protection. Repetitive loss can be attributed to development within the 100-year floodplain as well as localized stormwater flooding. Both types of flooding are likely to increase in the future due to development in the floodplain/watershed as well as due to the effects of climate change and sea level rise. Therefore, is it very likely that unmitigated repetitive loss properties will continue to flood in the future.
- Flash flooding occurs repeatedly in some known areas, often outside of the mapped floodplain.
- Localized flooding issues are addressed by the Highway Department. A tracking mechanism for roadway issues and residential complaints could assist visualizing the flooding issue and prioritizing issues to address.
- Due to the level topography, poorly drained soils, a consistent level of annual precipitation and the tidal influence on canal drainage resulting from heavy



rainstorms, tropical storms, and hurricanes, it is highly likely that unmitigated properties will continue to experience localized flooding. An increase in impervious area due to future development will only exacerbate the localizing flooding issues unless measures are taken to reduce the volume of runoff. Furthermore, the intensity of individual rainfall events is likely to increase in the future due to climate change which may further overwhelm stormwater drainage systems.

- Dam Inundation Maps are needed to determine vulnerability for the identified significant hazard dam.
- Tsunami Inundation Maps are needed to determine vulnerability.



## 4 MITIGATION STRATEGY

**44 CFR Requirement 201.6(c)(3): The plan shall include a mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.**

This section presents the mitigation strategy developed by the Floodplain Management Planning Committee (FMPC) based on the risk assessment. The mitigation strategy was developed through a collaborative group process and consists of general goal statements and objectives to guide the jurisdictions in efforts to lessen disaster impacts as well as specific mitigation actions that can be put in place to directly reduce vulnerability to hazards and losses. The following definitions are based upon those found in the March 2013 *Local Mitigation Planning Handbook*:

- **Goals** are general guidelines that explain what the community wants to achieve with the plan. They are usually broad policy-type statements that are long-term, and they represent visions for reducing or avoiding losses from the identified hazards.
- **Mitigation Actions** are specific actions that help achieve goals.

### 4.1 Goals

**44 CFR Requirement 201.6(c)(3)(i): [The hazard mitigation strategy shall include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.**

The FMPC developed goals to provide direction for reducing hazard-related losses in the planning area. These were based upon the results of the risk assessment and a review of mitigation goals from other state and local plans, specifically, the Alabama State Hazard Mitigation Plan, 2018. This review was to ensure that this plan's mitigation strategy was integrated or aligned with existing plans and policies.

Through a brainstorming process at their second meeting, the FMPC came to a consensus on four main goals. The goals of the mitigation strategy are listed below, in no particular order:

1. Reduce the vulnerability of the people, property, environment, and economy of unincorporated Baldwin County to the impacts of flood hazards.
2. Strengthen protection critical facilities and infrastructure from flood hazards to create a safer, more sustainable community.
3. Increase citizen awareness and preparedness by providing information describing all types of flood hazards, flood insurance, methods for preventing flood damage, and how to respond.
4. Maintain and enhance the County's ability to manage a comprehensive flood hazard program.



## 4.2 Identification and Analysis of Mitigation Actions

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**44 CFR Requirement §201.6(c)(3)(ii): The mitigation strategy shall include a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.**

During the second meeting of the FMPC, the results of the risk assessment were provided to the FMPC members for review. After reviewing the results of the risk assessment, the committee discussed the key issues that were identified for specific hazards. In addition, Wood E&IS provided the FMPC with information on the types of mitigation actions generally recognized by FEMA. A handout was provided with the following types of mitigation actions, which originated from the National Flood Insurance Program's Community Rating System, as well as definitions and examples for each type of action:

- **Prevention:** Administrative or regulatory actions or processes that influence the way land and buildings are developed and built,
- **Property protection:** Actions that involve the modification of existing buildings or structures to protect them from a hazard or remove them from the hazard area,
- **Structural:** Actions that involve the construction of structures to reduce the impact of hazard,
- **Natural resource protection:** Actions that, in addition to minimizing hazard losses, also preserve or restore the functions of natural systems,
- **Emergency services:** Actions that protect people and property during and immediately after a disaster or hazard event, and
- **Public education and awareness:** Actions to inform and educate citizens, elected officials, and property owners about the hazards and potential ways to mitigate them.

The FMPC then analyzed a list of potential structural and nonstructural mitigation alternatives, which were organized by hazard and based upon the risk assessment, existing capabilities, and plan goals and objectives. Through a facilitated planning process, each committee member developed ideas for mitigation actions based upon these alternatives and their own ideas. Duplicate ideas were condensed to a refined list of mitigation actions that were written on index cards and categorized by mitigation action type.

Some alternatives identified did not make it to this refined list because they were determined by the FMPC to not be politically, technically, or financially feasible or because no champion for the action was present in the group. However, these ideas are still captured in Appendix C and may be readdressed if funding opportunities change or during the next plan update process.





## 4.3 Implementation of Mitigation Actions

**44 CFR Requirement §201.6(c)(3)(ii): The mitigation strategy shall include an action strategy describing how the actions identified in paragraph (c)(2)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefits review of the proposed projects and their associated costs.**

Each proposed mitigation action was evaluated against the following considerations:

- Compatibility with goals and objectives identified in the current Alabama Hazard Mitigation Plan (2018);
- Compatibility with goals and objectives identified in the current Baldwin County Hazard Mitigation Plan (2015);
- Assessment of the impact of identified actions on Baldwin County; and
- Compatibility with other local and regional plans and programs.

To prioritize the mitigation actions, each participating FMPC member evaluated the actions using a simple cost/benefit analysis (Table 4.1). Presented as a web-based survey, FMPC members rated each mitigation action for both benefit (low, medium, or high) and funding impact (easy, potential, or difficult). A weighted score was then applied to the total number of votes within each cost/benefit category for a total priority score. A scoring example is presented in Table 4.2. Depending on the results of the action evaluations, each action is recognized as a high priority project (60 to 100 points), medium priority project (50-59 points), or low priority project (0 to 49 points). The results of the prioritization process are included in Tables 4.3 and 4.4. Figure 4.1 presents a sample of the web-based survey.

This process of identification and analysis of mitigation options allowed the FMPC to come to consensus and to prioritize recommended mitigation actions. Emphasis was placed on the importance of a cost-benefit analysis in determining project priority; however, this was not a quantitative analysis. The Disaster Mitigation Act regulations state that benefit-cost review is the primary method by which mitigation projects should be prioritized. Recognizing the federal regulatory requirement to prioritize by benefit-cost and the need for any publicly funded project to be cost-effective, the FMPC intends to pursue implementation according to when and where damage occurs, available funding, political will, local priority, and priorities identified in the Tennessee Hazard Mitigation Plan. Cost-effectiveness will be considered in additional detail when seeking FEMA mitigation grant funding for eligible projects identified in this plan.

There are a total of 6 new mitigation actions and 19 continued mitigation actions from the previous plan for a total of 25 mitigation actions. Priorities for all mitigation actions were determined and/or updated using the cost-benefit analysis as described above. Table 4.3 summarizes identified actions and provides information on the hazards addressed and plan goals achieved. The individual action items, as recommended and prioritized by the FMPC, are then presented with the order of priority. Each action item includes





responsible office, potential funding, timeline, and estimated cost level for each identified action. Each mitigation action is also identified as either addressing current development or future development. Completed action items, as noted in Table 4.3 are presented in Appendix C.

**Table 4.1 Benefit/Cost Analysis**

Benefit	Definition	Weighted Value
Low	Difficult to assess benefits of this action; long-term time-frame for implementation	1
Medium	Long-term impact on reduction of losses is anticipated; implementation within 5 years	2
High	Meaningful impact on reduction of losses; implementation within 5 years is important	3
Cost	Definition	Weighted Value
Difficult to Fund	Funding sources not secured; grant funding will be needed	1
Potential to Fund	Funding requires budgeting over multiple years; grant funding potential	2
Easily Funded	Funds to implement action are available in existing budget	3

**Table 4.2 Example Mitigation Action Prioritization**

Action: Prioritize and secure funding for buyout of repetitive flood properties.

Benefit	FMPC Votes	Weighted Value	Score
Low	0	1	0
Med	3	2	6
High	10	3	30
Cost	Definition	Weighted Value	Score
Difficult to Fund	0	1	0
Potential to Fund	2	2	4
Easily Funded	11	3	33
TOTAL SCORE			73 - HIGH



**Figure 4.1 Mitigation Action Survey**

Baldwin County, Alabama  
Flood Hazard Mitigation Actions  
Prioritization Process

Prioritization of Flood Hazard Mitigation Actions

At the last planning meeting, existing mitigation actions were updated and new actions were identified to reduce the impacts of the flood hazards identified in our risk assessment. The next step is to prioritize the mitigation actions for implementation. We ask for your input to prioritize the mitigation actions using a benefit/cost analysis. Please rank each mitigation action based upon BOTH benefit (low/med/high) and funding impact (low/med/high).

1. Continue to comply with the NPDES permitting requirements and insist on compliance by the development community.

<input type="checkbox"/> <b>LOW BENEFIT:</b> Difficult to assess benefits of this action; long-term time-frame for implementation	<input type="checkbox"/> <b>LOW COST:</b> Easily Funded Funds to implement action are available in existing budget
<input type="checkbox"/> <b>MEDIUM BENEFIT:</b> Long-term impact on reduction of losses is anticipated; implementation within 5 years	<input type="checkbox"/> <b>MEDIUM COST:</b> Potential to Fund; Funding requires budgeting over multiple years; grant funding potential
<input type="checkbox"/> <b>HIGH BENEFIT:</b> Meaningful impact on reduction of losses; implementation within 5 years is important	<input type="checkbox"/> <b>HIGH COST:</b> Difficult to Fund; Funding sources not secured; grant funding will be needed

2. Assure compliance with the existing stormwater and erosion control measures contained in the zoning and subdivision regulations.

<input type="checkbox"/> <b>LOW BENEFIT:</b> Difficult to assess benefits of this action; long-term time-frame for implementation	<input type="checkbox"/> <b>LOW COST:</b> Easily Funded Funds to implement action are available in existing budget
<input type="checkbox"/> <b>MEDIUM BENEFIT:</b> Long-term impact on reduction of losses is anticipated; implementation within 5 years	<input type="checkbox"/> <b>MEDIUM COST:</b> Potential to Fund; Funding requires budgeting over multiple years; grant funding potential
<input type="checkbox"/> <b>HIGH BENEFIT:</b> Meaningful impact on reduction of losses; implementation within 5 years is important	<input type="checkbox"/> <b>HIGH COST:</b> Difficult to Fund; Funding sources not secured; grant funding will be needed

In addition to prioritization of the mitigation actions by the FMPC, the public was invited to the Local Emergency Planning Committee (LEPC) Meeting on September 17 at the Foley Civic Center to review the proposed mitigation actions, vote on priority actions, and provide input on additional mitigation actions.

The following actions received the strongest interest of the public:

- Local plans and regulations, including development review and enforcement
- Structure and Infrastructure projects, including maintenance and/or upgrade of roadways
- Flood protection assistance including flood proofing and assistance with detention pond maintenance
- Natural land and wetland protections

**Table 4.3. Mitigation Action Matrix**

Action	FMPC Priority	Goals Addressed	Address Current Development	Address Future Development	Continued Compliance with NFIP
<b>Public Education</b>					
1. Provide annual notification of flood hazard determination service to lending institutions, insurance companies, real estate companies and title insurance companies.	High	3	X		X
2. Distribute outreach materials to floodplain residents at county offices and special events.	High	3	X		X
3. Develop Program for Public Information (PPI) to Increase citizen awareness and preparedness by providing information describing all types of flood hazards, flood insurance, methods for preventing flood damage, and how to protect their property. Coordinate and consolidate outreach measures identified in the local hazard mitigation plan.	High	3	X		X
<b>Emergency Services</b>					
4. In coordination with the Local Emergency Planning Committee (LEPC), prepare and adopt a local disaster recovery plan to aid in the recovery of flood hazard events.	High	1,2	X		X
5. Strengthen flood warning activities by developing programs including a flood threat recognition system, flood prediction models and a system to disseminate flood warnings to the public.	Med	1,3	X	X	X



Action	FMPC Priority	Goals Addressed	Address Current Development	Address Future Development	Continued Compliance with NFIP
<b>Prevention</b>					
6. Strictly administer existing flood hazard regulations (Flood Damage Prevention Ordinance) and review said regulations to determine their adequacy and whether revisions are needed.	High	1,2	X	X	X
7. Continue to comply with the NPDES permitting requirements and insist on compliance by the development community.	Med	1,2		X	X
8. Assure compliance with the existing stormwater and erosion control measures contained in the zoning and subdivision regulations.	Med	1		X	X
9. Continue participation in the CRS program to reduce flood hazards.	Med	1,2		X	X
10. Continue to assist unincorporated areas to implement planning and zoning in accordance with the provisions of Act No. 91-719, as amended.	Med	1,2		X	X
11. Assure compliance with the wetlands protection provisions contained in the zoning and subdivision regulations and utilize the ADID study findings in the land development review process.	Med	1		X	X
12. Continue to review and comment upon ADEM and COE permit applications for dredge and fill.	Med	4	X	X	X
13. Continue to coordinate flood hazard activities with state and federal environmental agencies including Health Department, ADCNR, ADEM, EPA, NRCS, FEMA, USFWS and COE.	Med	4	X	X	X



Action	FMPC Priority	Goals Addressed	Address Current Development	Address Future Development	Continued Compliance with NFIP
14. Continue to coordinate flood hazard activities with municipal governments involved in flood hazard management.	Med	4	X	X	X
15. Utilize the County's geographic information system (GIS) to identify and protect flood hazard areas.	Med	1,2	X	X	X
16. Maintain an inventory of county-maintained roads and bridges which become partially or wholly submerged during rainfall events.	Med	2	X	X	X
17. Coordinate with the Baldwin County Local Hazard Mitigation	Med	1,2,3,4	X	X	X
<b>Property Protection</b>					
18. Continue participation in the FEMA hazard mitigation program to purchase properties which repeatedly flood.	Med	1	X		X
19. Research and evaluate the impact of a buyout only hazard mitigation program within the floodway and pursue appropriate action.	Med	1	X		X
20. Review location of repetitive loss properties, define repetitive loss areas (RL and neighboring properties), and develop repetitive loss area analyses to provide more specific guidance on how to reduce damage from repetitive flooding.	Low	1	X		X
21. Train local Baldwin staff with specific EMI retrofitting and floodproofing courses to provide technical assistance to homeowners, builders, and developers on flood protection alternatives. Advertise service on Baldwin County Website.	Low	4	X		X



Action	FMPC Priority	Goals Addressed	Address Current Development	Address Future Development	Continued Compliance with NFIP
<b>Natural Resources Protection</b>					
22. Research the feasibility of establishing and funding a stream maintenance and restoration program and pursue appropriate action.	Med	1	X	X	X
23. Identify significant open space and wetland resources and pursue public and private grants for purchase as appropriate.	Med	1	X	X	X
24. Through continued coordination with US Fish and Wildlife and the Alabama Dept of Conservation & Natural Resources, Baldwin County will continue to examine the appropriate use of sediment-trapping vegetation, sediment mounds, etc., in addressing the impacts of coastal erosion.	Med	4	X	X	X
<b>Structural Projects</b>					
25. Continue program to pave County dirt roads giving priority to dirt roads with known erosion problems.	Med	2	X	X	X

**Table 4.4. Mitigation Action Implementation Strategy**

Action ID	FMPC Priority	Mitigation Action	Mitigation Category	Responsible Office	Partners	Potential Resources/Funding	Estimated Cost Level	Timeframe	Status
1	High	Provide annual notification of flood hazard determination service to lending institutions, insurance companies, real estate companies and title insurance companies.	• Public Education	• Planning & Zoning	• Building Inspection	• Staff Time • Department Budgets for printing services	Low	Annually	Updated
2	High	Distribute outreach materials to floodplain residents at county offices and special events.	• Public Education	• Planning & Zoning	• Building Inspection	• Staff Time • Department Budgets for printing services	Low	Annually	Updated
3	High	Develop Program for Public Information (PPI) to Increase citizen awareness and preparedness by providing information describing all types of flood hazards, flood insurance, methods for preventing flood damage, and how to protect their property. Coordinate and consolidate outreach measures identified in the local hazard mitigation plan.	• Public Education	• Planning & Zoning	• Building Inspection	• Staff Time • Department Budgets for consulting services	Medium	Within 1-Year	New
4	High	In coordination with the Local Emergency Planning Committee (LEPC), prepare and adopt a local disaster recovery plan to aid in the recovery of flood hazard events.	• Emergency Services	• Emergency Management Agency	• Building Inspection • Planning & Zoning	• Staff Time • Department Budgets for consulting services	Low	Within 1-Year	New
5	Med	Strengthen flood warning activities by developing programs including a flood threat recognition system, flood prediction models and a system to disseminate flood warnings to the public.	• Emergency Services	• Emergency Management Agency	• Building Inspection • Planning & Zoning	• Staff Time • Department Budgets for consulting services • DHS Grant Funding	Medium	Within 5-Years	In-Progress
6	High	Strictly administer existing flood hazard regulations (Flood Damage Prevention Ordinance) and review said regulations to determine their adequacy and whether revisions are needed.	• Prevention	• Planning & Zoning	Building Inspection	• Staff Time	Medium	Daily	In-Progress
7	Med	Continue to comply with the NPDES permitting requirements and insist on compliance by the development community.	• Prevention	• Planning & Zoning	Building Inspection	• Staff Time	Medium	Daily	In-Progress
8	Med	Assure compliance with the existing stormwater and erosion control measures contained in the zoning and subdivision regulations.	• Prevention	• Planning & Zoning	Building Inspection	• Staff Time	Medium	Daily	In-Progress
9	Med	Continue participation in the CRS program to reduce flood hazards.	• Prevention	• Planning & Zoning	Building Inspection	• Staff Time	Medium	Daily	In-Progress
10	Med	Continue to assist unincorporated areas to implement planning and zoning in accordance with the provisions of Act No. 91-719, as amended.	• Prevention	• Planning & Zoning	Building Inspection	• Staff Time	Medium	Daily	In-Progress
11	Med	Assure compliance with the wetlands protection provisions contained in the zoning and subdivision regulations and utilize the ADID study findings in the land development review process.	• Prevention	• Planning & Zoning	Building Inspection	• Staff Time	Medium	Daily, as applicable	In-Progress
12	Med	Continue to review and comment upon ADEM and COE permit applications for dredge and fill.	• Prevention	• Planning & Zoning	• Building Inspection	• Staff Time	Medium	Daily, as applicable	In-Progress





Action ID	FMPC Priority	Mitigation Action	Mitigation Category	Responsible Office	Partners	Potential Resources/Funding	Estimated Cost Level	Timeframe	Status
13	Med	Continue to coordinate flood hazard activities with state and federal environmental agencies including Health Department, ADCNR, ADEM, EPA, NRCS, FEMA, USFWS and COE.	• Prevention	• Building Inspection • Planning & Zoning	• Emergency Management Agency	• Staff Time	Medium	Daily, as applicable	In-Progress
14	Med	Continue to coordinate flood hazard activities with municipal governments involved in flood hazard management.	• Prevention	• Building Inspection • Planning & Zoning	• Emergency Management Agency	• Staff Time	Medium	Annually	In-Progress
15	Med	Utilize the County's geographic information system (GIS) to identify and protect flood hazard areas.	• Prevention	• Planning & Zoning		• Staff Time • General Fund	Medium	Within 1-Year	In-Progress
16	Med	Maintain an inventory of county-maintained roads and bridges which become partially or wholly submerged during rainfall events.	• Prevention	• Highway Department	• Building Inspection • Planning & Zoning • Emergency Management Agency	• Staff Time	Medium	Within 1-Year	In-Progress
17	Med	Coordinate with the Baldwin County Local Hazard Mitigation	• Prevention	• Emergency Management Agency	• Building Inspection • Planning & Zoning	• Staff Time • Department Budgets for consulting services	Medium	Annually	New
18	Med	Continue participation in the FEMA hazard mitigation program to purchase properties which repeatedly flood.	• Property Protection	• Building Inspection • Planning & Zoning	• Emergency Management Agency	• HMA Grant Funding • Staff Time	Medium	Annually	In-Progress
19	Med	Research and evaluate the impact of a buyout only hazard mitigation program within the floodway and pursue appropriate action.	• Property Protection	• Building Inspection • Planning & Zoning	• Emergency Management Agency	• HMA Grant Funding • Staff Time	Medium	Annually	In-Progress
20	Low	Review location of repetitive loss properties, define repetitive loss areas (RL and neighboring properties), and develop repetitive loss area analyses to provide more specific guidance on how to reduce damage from repetitive flooding.	• Property Protection	• Building Inspection • Planning & Zoning	• Emergency Management Agency	• HMA Grant Funding • Staff Time	Medium	Within 3-Years	New
21	Low	Train local Baldwin staff with specific EMI retrofitting and floodproofing courses to provide technical assistance to homeowners, builders, and developers on flood protection alternatives. Advertise service on Baldwin County Website.	• Property Protection	• Building Inspection		• Staff Time	Medium	Within 3-Years	New
22	Med	Research the feasibility of establishing and funding a stream maintenance and restoration program and pursue appropriate action.	• Natural Resources Protection	• Planning & Zoning		• Staff Time • EPA Grant Funding	Low	Within 5-Years	Updated
23	Med	Identify significant open space and wetland resources and pursue public and private grants for purchase as appropriate.	• Natural Resources Protection	• Planning & Zoning		• Staff Time • EPA Grant Funding • NOAA Coastal Zone Mgmt Funding • USDA, NRCS	Medium	Within 3-Years	In-Progress
24	Med	Through continued coordination with US Fish and Wildlife and the Alabama Dept of Conservation & Natural Resources, Baldwin County will continue to examine the appropriate use of sediment-trapping vegetation, sediment mounds, etc., in addressing the impacts of coastal erosion.	• Natural Resources Protection	• Planning & Zoning	• AL Dept. Conservation & Natural Resources	• Staff Time	Medium	Within 3-Years	New



Action ID	FMPC Priority	Mitigation Action	Mitigation Category	Responsible Office	Partners	Potential Resources/Funding	Estimated Cost Level	Timeframe	Status
25	Med	Continue program to pave County dirt roads giving priority to dirt roads with known erosion problems.	<ul style="list-style-type: none"><li>• Structural Projects</li></ul>	<ul style="list-style-type: none"><li>• Highway Department</li></ul>	<ul style="list-style-type: none"><li>• Planning &amp; Zoning</li></ul>	<ul style="list-style-type: none"><li>• Staff Time</li><li>• General Fund</li></ul>	Medium	Annually	In-Progress



## 5 PLAN MAINTENANCE PROCESS

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This chapter provides an overview of the overall strategy for plan maintenance and outlines the method and schedule for monitoring, updating, and evaluating the plan. The chapter also discusses incorporating the plan into existing planning mechanisms and how to address continued public involvement.

### 5.1 Previous Efforts to Monitor, Evaluate, and Update the Plan

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Since the approval of the *Baldwin County Flood Hazard Management Plan* in 2000 and the Baldwin County Multi-Hazard Mitigation Plan, the County has demonstrated a commitment to monitoring, evaluating, and updating the plan with formal annual meetings. These annual meetings have consisted of the following:

- Summary review of the hazard mitigation plan;
- Discussion of hazard events over the previous year;
- Discussion of changes in development;
- Progress in mitigation efforts, including status updates to all mitigation actions in the previous plan;
- Discussion of available mitigation funding sources; and
- Discussion of continued public involvement.

Conducting in coordination with the annual CRS update, the Baldwin County Building Inspection Department provided the updated Flood Mitigation Strategy with the current status of each mitigation action to the Baldwin County Commission requesting that the mitigation strategy be incorporated, where appropriate in other planning mechanisms.

### 5.2 Monitoring, Evaluating, and Updating the Plan

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**44 CFR Requirement 201.6(c)(4): The plan maintenance process shall include a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five- year cycle.**

#### 5.2.1 Floodplain Management Planning Committee

With adoption of this plan, the FMPC will continue to be tasked with plan monitoring, evaluation, and maintenance of the plan. The participating members, led by the Baldwin County Building Inspection Department, agree to

- Meet quarterly, and after a disaster event, to monitor and evaluate the implementation of the plan;
- Act as a forum for flood hazard mitigation issues;
- Disseminate flood hazard mitigation ideas and activities to all participants;
- Pursue the implementation of high priority, low- or no-cost recommended actions;
- Maintain vigilant monitoring of multi-objective, cost-share, and other funding



opportunities to help the community implement the plan's recommended actions for which no current funding exists;

- Monitor and assist in implementation and update of this plan;
- Keep the concept of mitigation in the forefront of community decision making by identifying plan recommendations when other community goals, plans, and activities overlap, influence, or directly affect increased community vulnerability to disasters;
- Report on plan progress and recommended changes to the Baldwin County Commissioners; and
- Inform and solicit input from the public.

The FMPC is an advisory body and will not have any powers over county staff. Its primary duty is to encourage implementation of the plan by local partners and to report to the County Commission and the public on the status of plan implementation and mitigation opportunities. Other duties include reviewing and promoting flood mitigation proposals, hearing stakeholder concerns about hazard mitigation, passing concerns on to appropriate entities, and posting relevant information on the County website.

## **5.2.2 Plan Maintenance Schedule**

The FMPC agrees to meet quarterly and after a hazard event as appropriate to monitor progress and update the mitigation strategy. The Baldwin County Building Inspection Department Head is responsible for initiating these plan reviews.

A five-year written update of the plan will be submitted to the Alabama Emergency Management Agency and FEMA Region IV per Requirement §201.6(c)(4)(i) of the Disaster Mitigation Act of 2000, unless disaster or other circumstances (e.g., changing regulations) require a change to this schedule.

Baldwin County coordinate five-year written updates, unless disaster or other circumstances (e.g., changing regulations) require a change to this schedule. With this plan update anticipated to be adopted in 2018, the next plan update for the City will occur in 2023.

## **5.2.3 Plan Maintenance Process**

Evaluation of progress can be achieved by monitoring changes in vulnerabilities identified in the plan. Changes in vulnerability can be identified by noting

- Decreased vulnerability as a result of implementing recommended actions,
- Increased vulnerability as a result of failed or ineffective mitigation actions, and/or
- Increased vulnerability as a result of new development (and/or annexation).

The annual reviews and updates to this plan will:

- Consider changes in vulnerability due to action implementation,
- Document success stories where mitigation efforts have proven effective,
- Document areas where mitigation actions were not effective,



- Document any new hazards that may arise or were previously overlooked,
- Incorporate new data or studies on hazards and risks,
- Incorporate new capabilities or changes in capabilities,
- Incorporate growth and development-related changes to inventories, and
- Incorporate new action recommendations or changes in action prioritization.

In order to best evaluate any changes in vulnerability as a result of plan implementation, the participating jurisdictions will follow the following process:

- A representative from the responsible office identified in each mitigation action will be responsible for tracking and reporting on an annual basis to the jurisdictional lead on action status and providing input on whether the action as implemented meets the defined objectives and is likely to be successful in reducing vulnerabilities.
- If the action does not meet identified objectives, the jurisdictional lead will determine what additional measures may be implemented, and an assigned individual will be responsible for defining action scope, implementing the action, monitoring success of the action, and making any required modifications to the plan.
- As part of the quarterly review process, the Baldwin County Building Inspection Department will provide the updated Mitigation Strategy with the current status of each flood mitigation action to the County Commission requesting that the flood mitigation strategy be incorporated, where appropriate in other planning mechanisms.

Changes will be made to the plan during the update process to accommodate for actions that have failed or are not considered feasible after a review of their consistency with established criteria, time frame, community priorities, and/or funding resources. Actions that were not ranked high but were identified as potential mitigation activities will be reviewed as well during the monitoring and update of this plan to determine feasibility of future implementation. Updating of the plan will be by written changes and submissions, as is appropriate and necessary, and as approved by the County Commission. In keeping with the five-year update process, the FMPC will convene public meetings to solicit public input on the plan and its routine maintenance and the final product will be adopted by the County Commission.

Specifically, the County will adhere to the following process for the next update of this FMP:

### ***Quarterly Plan Review Process***

For the 2018 Floodplain Hazard Management Plan update review process, Baldwin County's Building Inspection Department will be responsible for facilitating, coordinating, and scheduling reviews and maintenance of the plan. The review of the Floodplain Hazard Management Plan will be conducted as follows:



- The Building Inspection Department will place an advertisement in the local newspaper advising the public of the date, time, and place for each quarterly review of the plan and will be responsible for leading the meeting to review the plan.
- Notices will be mailed to the members of the FMPC, federal, state, and local agencies, non-profit groups, local planning agencies, representatives of business interests, neighboring communities, and others advising them of the date, time, and place for the review.
- Local County officials will be noticed by email and telephone or personal visit and urged to participate.
- Members of the Baldwin County Commission will also be noticed by email and either by telephone or personal visit.
- Prior to the review, department heads and others tasked with implementation of the various activities will be queried concerning progress on each activity in their area of responsibility and asked to present a report at the review meeting.
- The local news media will be contacted and a copy of the current plan will be available for public comment.
- After the review meeting, minutes of the meeting and a quarterly report will be prepared by the FMPC and forwarded to the news media (public) and the ISO/CRS specialist for the CRS program. The report will also be presented to the County Commission for review, and a request will be made that the Commission take action to recognize and adopt any changes resulting from the review.

### **Criteria for Quarterly Reviews**

The criteria recommended in 44 CFR 201 and 206 will be utilized in reviewing and updating the plan. More specifically, the quarterly reviews will include the following information:

- Community growth or change in the past quarter.
- The number of substantially damaged or substantially improved structures by flood zone.
- The renovations to public infrastructure including water, sewer, drainage, roads, bridges, gas lines, and buildings.
- Natural hazard occurrences that required activation of the Emergency Operations Center (EOC) and whether or not the event resulted in a presidential disaster declaration.
- Natural hazard occurrences that were not of a magnitude to warrant activation of the EOC or a federal disaster declaration but were severe enough to cause damage in the community or closure of businesses, schools, or public services.
- The dates of hazard events descriptions.



- Documented damages due to the event.
- Closures of places of employment or schools and the number of days closed.
- Road or bridge closures due to the hazard and the length of time closed.
- Assessment of the number of private and public buildings damaged and whether the damage was minor, substantial, major, or if buildings were destroyed. The assessment will include residences, mobile homes, commercial structures, industrial structures, and public buildings, such as schools and public safety buildings.
- Review of any changes in federal, state, and local policies to determine the impact of these policies on the community and how and if the policy changes can or should be incorporated into the Floodplain Hazard Management Plan. Review of the status of implementation of projects (mitigation strategies) including projects completed will be noted. Projects behind schedule will include a reason for delay of implementation.





## 5.3 Incorporation into Existing Planning Mechanisms

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**44 CFR Requirement §201.6(c)(4)(ii): [The plan shall include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.**

Where possible, plan participants will use existing plans and/or programs to implement flood hazard mitigation actions. Based on the capability assessments, Baldwin County will continue to plan and implement programs to reduce losses to life and property from hazards. This plan builds upon the momentum developed through previous and related planning efforts and mitigation programs and recommends implementing actions, where possible, through the following plans:

- Baldwin County Master Plan;
- Ordinances;
- Baldwin County Local Emergency Operations Plan;
- Capital improvement plans and budgets;
- Other community plans within the County, such as stormwater management plans, and parks and recreation plans; and
- Other plans and policies outlined in the capability assessment.

FMPC members involved in updating these existing planning mechanisms will be responsible for integrating the findings and actions of the Flood Hazard Management Plan, as appropriate. The FMPC is also responsible for monitoring this integration and incorporating the appropriate information into the five-year update of the multi-hazard mitigation plan.

Section 5.2 Monitoring, Evaluating and Updating the Plan, incorporation into existing planning mechanisms will be done through the routine actions of:

- Monitoring other planning/program agendas;
- Attending other planning/program meetings;
- Participating in other planning processes; and
- Monitoring community budget meetings for other community program opportunities.

The successful implementation of this mitigation strategy will require constant and vigilant review of existing plans and programs for coordination and multi-objective opportunities that promote a safe, sustainable community.

Efforts should continuously be made to monitor the progress of mitigation actions implemented through other planning mechanisms and, where appropriate, their priority actions should be incorporated into updates of this Floodplain Hazard Management Plan.



## 5.4 Continued Public Involvement

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**44 CFR Requirement §201.6(c)(4)(iii): [The plan maintenance process shall include a] discussion on how the community will continue public participation in the plan maintenance process.**

The update process provides an opportunity to publicize success stories from the plan's implementation and seek additional public comment. Information will be posted in the Newspaper and on the County website following the annual review of the mitigation plan. A public hearing(s) to receive public comment on plan maintenance and updating will be held during the update period. When the FMPC reconvenes for the update, it will coordinate with all stakeholders participating in the planning process, including those who joined the FMPC after the initial effort, to update and revise the plan. Public notice will be posted and public participation will be invited, at a minimum, through available website postings and press releases to the local media outlets, primarily newspapers.



# **APPENDIX A**

## **ADOPTION RESOLUTION**

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# APPENDIX B

## PLANNING PROCESS

## DOCUMENTATION

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### Hazard Mitigation Planning Committee (HMPC)

Name	Department / Organization
Howell, Mike	Building Inspector Baldwin County Building Inspection Department
Nelson, Kim	Baldwin County Building Inspection Department
Hart, DJ	Planning & Zoning Department
Forsman, Jennifer	Baldwin County Emergency Management Agency
Summerville, Peggy	Citizen Member
Swann, Roberta Arena	Citizen Member, Mobile Bay National Estuary Program
Sims, Mitchell	Citizen Member
Bush, Johnny	Citizen Member

### Hazard Mitigation Planning Committee Meetings

- May 10, 2018 – Internal Coordination Meeting
  - Conference Call with Wood Environment & Infrastructure Solutions, Inc. and Baldwin County
  - Introduction Flyer for HMPC
- June 6, 2018 – Kickoff Meeting Minutes
- June 21, 2018 – Coordination Call
- August 2, 2018 – Risk Assessment Meeting Minutes
- September 13, 2018 – Mitigation Strategy Meeting Minutes

### Public Involvement

- Public Information Flyer #1
- Public Questionnaire
- Baldwin County Website and Social Media Postings
- September 17, 2018 – Public Meeting Presentation
  - Presentation and Sign-In Sheet
- Stakeholders Mailing List, Template Letter
  - Stakeholder Reply
- Public Information Flyer #2 for Public Review of Draft
- Public Review of Draft Multi-Hazard Mitigation Plan – November 19-30, 2018

# Baldwin County FHMP Pre-Kickoff Meeting Minutes

May 10, 2018  
9:00 AM to 10:00 AM CDT

*\*\*Action items are bold and underlined. Important notes are in italics.*

Meeting began at 9:05 AM CDT.

<b>Present:</b>	Wood	Clay Campbell Cindy Popplewell
	Baldwin County	Mike Howell D.J. Hart

Clay started the call by making introductions. Cindy provided 3 documents by email yesterday and described the purpose of those documents: Meeting Invitation, Overview of Flood Hazard Management Plan Update, and Planning Committee data collection needs. Mike stated that the purpose of this project is to reclaim enough CRS points to move back to a level 6 from the current level 7. D.J. stated that Baldwin County received 0 CRS points for the current FHMP.

Cindy recommended to set the time and date for the kickoff meeting with the planning committee today. The meeting was set for June 6, 2018 from 10am to 12pm at the Emergency Operations Center (EOC) in Robertsedale, AL. **Mike will provide the address of the EOC to Cindy.**

**Cindy will provide an updated invite to Mike with the address of the EOC and she will update the flyer for the meeting as well so it can be attached to the email invite.**

The first kickoff meeting will go through the regulations for why we are updating the FHMP and discuss the schedule moving forward. Initial hazard assessment information will also be shared.

The second meeting will go into more details on the hazards based on a more detailed hazard assessment.

Mike asked if there was anything the County needs to do to set up the kickoff meeting. Cindy stated all they need to do book the room at the EOC. Mike stated that was no issue.

Meeting adjourned at 9:20 AM CDT.

# Baldwin County FHMP Kickoff Meeting Minutes



June 6, 2018  
10:00 AM to 12:00 PM CDT

**\*\*Action items are bold and underlined. Important notes are in italics.**

Meeting began at 10:01 AM CDT.

<b>Present:</b>	Wood	Clay Campbell David Stroud
	Baldwin County	Mike Howell Jennifer Forsman D.J. Hart Peggy Summerville Mitchell Sims Johnny Bush Christian Miller Jenni Guerry Jessie Peacock

Mike Howell initiated the meeting and welcomed everyone in attendance and stated the purpose of the meeting was to update the Baldwin County Flood Hazard Management Plan and to reduce the Baldwin County CRS rating back to a 6 from the current rating of a 7. Clay introduced himself and David Stroud and mentioned that Wood also assisted ALOWR with updating the Baldwin County flood maps that are currently preliminary. David began the presentation and discussed the goals of the project and transitioned through the presentation. He stated the goal of the flood hazard planning process is to reduce the risk during and after a disaster. David mentioned that the cost-benefit ratio on mitigation has increased from \$4 to now \$6. Some discussion on the reason for this ensued. As Mike mentioned Baldwin County is currently at a CRS class 7. By increasing to a Class 6 will save the Baldwin County residents with Flood Insurance Policies an additional \$300K per year. For those residents living in the SFHA the current average savings on flood insurance is \$128 per year. This will increase to \$171 savings per year with a CRS Class 6 rating.

10-Step Planning Process: Baldwin County is currently working on steps 1 to 3. The 10-step process can gain a maximum of 382 CRS points. Wood averages 361 to 371 points per plan. Approximately 45% of the points lie within steps 1 to 3. Points have already been generated based on setting up the Committee of 8 members (4 government and 4 public).

Outreach to the public is critical. It was stated that Baldwin County participates in various events and festivals so **an action is to see what events/festivals that are coming up in the next 3 to 4 months and potentially set up a booth to discuss flood risk and mitigation opportunities.**

It was agreed between Mike and Clay that the Preliminary FIRM data will be used to identify the flood hazards in the county since the preliminary data is considered best available at this time. Clay provided a brief background and update on the Preliminary FIRMs that were provided by



OWR/FEMA. **DJ Hart, current CRS coordinator, is to contact sharper@verisk.com to request the new repetitive loss information.**

Under Assess the Risk slide, discussion ensued regarding critical facilities and infrastructure in the unincorporated areas: multiple volunteer fire stations, local utility companies (sewer and power utilities), chemical plant off of Highway 25). **One person (Mike was selected) from the county to complete the Local Government Data Collection Guide provided and list all of these facilities and return to Clay.**

At the next meeting it was recommended to review the 2000 plan goals and determine which of these might be transferred or updated to the new plan. David stated we need 2 to 3 good goals that align with the mitigation actions that are developed. David recommended Cindy, Mike, and Clay have a call to discuss the goals and then send an email to the committee with the new goals. **Clay to setup a call with Mike and Cindy in the next 2 weeks to discuss these goals.** Goals need to be set prior to the next meeting.

The appendix for Mitigation Action Alternatives is very important and requires a write up to explain why certain actions were selected and others were not.

David recommends a quarterly review of the plan. This can be done by face to face or by conference call. The plan is required to be updated every 5 years.

Timeline: the next meeting with the county will be scheduled toward the end of July or early August. **Clay/Cindy to work with Mike to schedule the next meeting.**

Discussion on getting the final plan adopted by the Commission was held. Mike stated he needs a minimum of 4 weeks to allow the Commission to approve the final document. It was requested to move up the schedule to allow this review time. **Clay will coordinate with Cindy and ensure the schedule is adequate to meet this deadline.**

Next Steps:

**David recommends adding 2 questions to the public questionnaire: Does the property owner have flood insurance? and; If you have been flooded in the past when did it occur? Cindy to update the questionnaire.**

**Data collection guide to be provided by the committee members (via Mike) to Clay.**

**Clay to coordinate the with Cindy and schedule the next meeting in late July or early August and setup a call with Mike to discuss possible dates.**

**Need draft template of letter to other stakeholders (need 30 stakeholders).**

**Need Cindy to develop updated goals (3 major goals) and send to Mike to review.**

Meeting adjourned at 11:35 AM CDT.





# Baldwin County FHMP Planning Call Minutes

June 21, 2018  
9:00 AM to 9:30 AM CDT

**\*\*Action items are bold and underlined. Important notes are in italics.**

Meeting began at 10:00 AM CDT.

**Present:** Wood Clay Campbell  
Cindy Popplewell  
Baldwin County Mike Howell

Cindy started the call by discussing the bullet point agenda items that she sent out prior to the call. First on the list was the next meeting date and August 2<sup>nd</sup> at 10am was selected. This meeting will be with the planning committee to discuss the risk assessment and finalize the mitigation actions for the flood hazard management plan.

In September we will host a meeting with the public to share the mitigation actions. This is best if held at a public location such as a library. Advertisement for this can be done by newspaper or placing flyers in public places. An action item for the August 2<sup>nd</sup> meeting is to discuss logistics of the September public meeting.

The plan for now is to set up the first public meeting in September and perhaps at the same time as the LEPC meeting on Sept. 17<sup>th</sup>.

**The data collection guide will be delivered to Wood today or tomorrow. Critical facilities will be listed on that form. Repetitive loss structures will also provided by Baldwin County by spreadsheet with addresses.**

Mike stated he thought the goals provided by Wood were thorough. We will review these at the next meeting with the committee with a focus on finalizing the goals.

Regarding the Public Questionnaire, **Mike is going to put a PDF copy of questionnaire in his office and is also going to coordinate getting the questionnaire and link to the survey monkey site on the Baldwin County website.**

**Mike will provide missing information for the Letter to Stakeholders to Cindy. Cindy will finalize and provide back to Mike.** 32 CRS points are available if this letter is sent out to stakeholders (NWS, USACE, FEMA Region IV, state and local agencies, etc.). Cindy asked **Mike to finalize the stakeholder list and Mike will send the letter out on the Baldwin County letterhead.**

Timeline: Next planning meeting on August 2<sup>nd</sup>, planning and public meeting in September and the goal is to have a complete plan by the first of December.

Meeting adjourned at 10:18 AM CDT.

# Baldwin County FHMP

## Risk Assessment Meeting Minutes

August 2, 2018  
10:00 AM to 12:00 PM CDT

**\*\*Action items are bold and underlined.**

**Present:** Wood E&IS Cindy Popplewell  
Baldwin County Mike Howell  
Kim Nelson  
Jennifer Forsman  
Peggy Summerville

This memorandum presents the meeting minutes from the August 2, 2018, risk assessment meeting for the *Baldwin County Flood Hazard Management Plan Update*. It provides an update on the planning progress and public engagement process; a review of hazard identification and risk assessment; and next steps. The sign-in sheet is included as Appendix A and the powerpoint presentation is included as Appendix B.

### Introductions

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The meeting began with Mike Howell welcoming and thanking the attendees and introductions all around.

### Update on Hazard Mitigation Planning Progress

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Wood E&IS's approach to the planning process is structured around CRS's four-phase guidance for developing a flood hazard management plan: 1) organize resources, 2) assess risks, 3) develop a mitigation plan, and 4) implement the plan and monitor progress and will thus position Baldwin County to seek maximum credit under the CRS Program. As demonstrated in Table 1, the planning tasks are also consistent with FEMA's Flood Mitigation Assistance (FMA) and Local Mitigation Planning Tasks. Current planning progress is also presented in red text in Table 1.

### Planning for Public Involvement

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Potential methods for involving the public in the planning process were discussed at the Kickoff Meeting using a tiered format geared to inform, educate, and engage the public. Thus far, information has been added to community websites and a public survey is available for community participation: <https://www.surveymonkey.com/r/5PHJDDC>.

**The survey is posted to the Baldwin County website and will be distributed via community Facebook pages and the Baldwin County Association of Realtors.**



Documentation of distribution will be included within an appendix to the final *Baldwin County Flood Hazard Management Plan Update* document.

**Table 1. 10-Step Planning Process**

10-Step Mitigation Planning Process FEMA 4 Phase Guidance	Community Rating System (CRS) Planning Steps (Activity 510)	FEMA Local Mitigation Planning Handbook Tasks (44 CFR Part 201)
<b>Phase I</b> Organize Resources	Step 1. Organize to Prepare the Plan Completed	Task 1: Determine the Planning Area and Resources
		Task 2: Build the Planning Team 44 CFR 201.6(c)(1)
	Step 2. Involve the public Ongoing with survey, and public meetings	Task 3: Create an Outreach Strategy 44 CFR 201.6(b)(1)
	Step 3. Coordinate with Other Agencies Ongoing with letter distribution	Task 4: Review Community Capabilities 44 CFR 201.6(b)(2) & (3)
<b>Phase II</b> Assess Risks	Step 4. Assess the hazard(s) Discussion Today	Task 5: Conduct a Risk Assessment 44 CFR 201.6(c)(2)(i) 44 CFR 201.6(c)(2)(ii) & (iii)
	Step 5. Assess the problem(s) Discussion Today	
<b>Phase III</b> Develop a Mitigation Plan	Step 6. Set goals Completed	Task 6: Develop a Mitigation Strategy 44 CFR 201.6(c)(3)(i); 44 CFR 201.6(c)(3)(ii); and 44 CFR 201.6(c)(3)(iii)
	Step 7. Review possible activities Next FHMP Meeting	
	Step 8. Draft an action plan Next FHMP Meeting	
<b>Phase IV</b> Implement the Plan and Monitor Progress	Step 9. Adopt the plan	Task 8: Review and Adopt the Plan
	Step 10. Implement, evaluate, revise	Task 7: Keep the Plan Current
		Task 9: Create a Safe and Resilient Community 44 CFR 201.6(c)(4)



## Goals and Objectives

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The goals of the existing Flood Hazard Management Plan for Baldwin County were reviewed with the FPMC and updated to be broader, more encompassing, and align with the goals of state and local hazard mitigation plans. The updated goals are as follows:

- Reduce the vulnerability of the people, property, environment, and economy of unincorporated Baldwin County to the impacts of flood hazards.
- Strengthen protection critical facilities and infrastructure from flood hazards to create a safer, more sustainable community.
- Increase citizen awareness and preparedness by providing information describing all types of flood hazards, flood insurance, methods for preventing flood damage, and how to protect their property.
- Maintain and enhance the County's ability to manage a comprehensive flood hazard program.

## Hazard Identification and Risk Assessment

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Hazard profiles were developed and presented for those flood hazards that can affect the County. Each profile described the hazard and its potential impacts, its location in the planning area, previous occurrences, and its probability of future occurrences. Profiles also explore vulnerability and potential losses. The magnitude of the impact of a hazard event is related directly to the vulnerability of the people, property, and the environment it affects. Table 2, on the following page, identifies the hazards and planning significance for Baldwin County.

Hazards discussed during the presentation of the hazard profiles include:

- Flood: 100/500-year
- Flood: Localized/Stormwater – **Kim Nelson will check with the Baldwin County Highway Department and/or provide contact information to Wood E&IS**
- Hurricane/Tropical Storm, including storm surge – the probability and magnitude/severity were discussed by the FHMP and updated to moderate and significant, respectively. This updated is noted in red in Table 2.
- Coastal/Canal Bank Erosion – no canals identified in Baldwin County; no know beach nourishment projects in Baldwin County
- Dam/Levee Failure – no levees identified in Baldwin County; only one dam is classified as a significant hazard – JP Bertolli Dam on the Styx River in Steelwood. The remaining dams in Baldwin County are low hazard.
- Sea Level Rise



**Table 2. Hazard Profile Information and Planning Significance**

Hazard	Spatial Extent		Probability of Future (Frequency)		Magnitude/Severity		Point Totals	Hazard Rating
Flood: 100-/500-year	Partial	2	Very High	5	Significant	3	10	High
Flood: Stormwater/Localized Flooding	TBD		TBD		TBD			Moderate
Hurricane and Tropical Storms (including Storm Surge)	Community-Wide	3	High Moderate	4 3	Devastating Significant	4 3	11 9	High
Coastal/Canal Bank Erosion	Minimal	1	Very High	5	Moderate	2	8	Moderate
Dam/Levee Failure	Minimal	1	Very Low	1	Slight	1	3	Low
Changing Future Conditions and Sea Level Rise	Minimal	1	High	4	Slight	1	6	Moderate

Hazard	Spatial Extent		Probability of Future (Frequency)		Magnitude/Severity		Point Totals	Hazard Rating
Flood: 100-/500-year	Partial	2	Very High	5	Significant	3	10	High
Hurricane and Tropical Storms (including Storm Surge)	Community-Wide	3	High Moderate	4 3	Devastating Significant	4 3	11 9	High
Flood: Stormwater/Localized Flooding	TBD	?	TBD	?	TBD	?	?	Moderate
Coastal/Canal Bank Erosion	Minimal	1	Very High	5	Moderate	2	8	Moderate
Changing Future Conditions and Sea Level Rise	Minimal	1	High	4	Slight	1	6	Moderate
Dam/Levee Failure	Minimal	1	Very Low	1	Slight	1	3	Low



## Critical Facilities

The FHMP Committee reviewed the critical facilities identified within the FEMA Hazus Software, see Table 3. From this table, the FHMP identified critical facilities to remove and to add.

**Table 3. Critical Facilities**

Tract	Name	Street Address
01003011403	Huggerlanding/ Oyster Bay Volunteer Fire	4590 CO RD 6
01003011000	Fish River Marlow Fire & Rescue Department	13355 CO RD 32
01003010100	Alliance Resources Co., Oswell Loading F	South Carlton, AL Oil Fields.
01003011401	SWIFT CONSOLIDATED ELEMENTARY SCHOOL	6330 BON SECOUR HWY
01003011408	POLLUTION CONTL SYS FT MORGAN	
01003010300	TENSAW ISLAND LAND SHORES WWTP	TENSAW ISLAND LAND OWNERS ASSC
01003010100	LANDING INCORPORATION THE WWTP	LANDING INCORPORATION THE
<b>Added Critical Facilities</b>		
	Perdida Elementary	23589 County Road 47
	Elsanor Elementary	23440 US Highway 90
	Rosinton Elementary	19757 County Road 64
	Stapleton Elementary	35480 Harriot Avenue
	Volunteer Fire Departments	<b><u>Kim Nelson and/or Jennifer Forsman to provide</u></b>
	East Baldwin WWTP	
<b>Removed critical facilities</b>		
01003011407	BALDWIN COUNTY ELECTRIC COOP.	Outside of the Unincorporated Area
01003011408	Fort Morgan	Outside of the Unincorporated Area
01003010100	Kimberly-Clark Corp., Dixie Wood Yard Ba	Outside of the Unincorporated Area
01003010300	Tensaw River Docks and Storage Yard Whar	Outside of the Unincorporated Area
01003010705	LAKE FOREST WASTE WATER TREATMENT PLANT	Outside of the Unincorporated Area

## Mitigation Actions

Mitigation actions from the existing Flood Hazard Management Plan, the existing Local Hazard Mitigation Plan, and the Flood Risk Report were provided to the FHMP for review and status update in preparation of the next FHMP meeting. These mitigation actions are also provided in Appendix C.



## Next Steps

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### **Planning Committee:**

- Publicize the public outreach survey
- Mail letters to other agencies/stakeholders
- Review mitigation actions and provide status update for next FHMP Meeting

### **Wood Environment & Infrastructure Solutions, Inc.:**

- Complete Chapters 1 (Planning Process), 2 (Community Profile), and 3 (Risk Assessment) – submit to committee members by August 20<sup>th</sup>.

### **Next Committee and Public Meeting:**

- Committee Meeting on Thursday, September 13<sup>th</sup>, 1pm – 3pm
- LEPC Meeting on Monday, September 17<sup>th</sup>, 10:30am – 12pm





## Attachment A – Sign-In Sheets

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# BALDWIN FLOOD HAZARD MANAGEMENT PLAN UPDATE

<b>Meeting Location:</b>	Baldwin County EOC	<b>Meeting Date:</b>	08/03/2018
<b>Facilitator:</b>		<b>Place/Room:</b>	Large Conference Room

1	Name: Kim Nelson	Email: Knelson@baldwincountyal.gov	
	Company: BCC	Phone: 977-6837	Job: Hazard Mitigation Coord
2	Name: Peggy Summerville	Email: Peggy@TheLANDLADY.org	
	Company: COASTAL Real Estate + Dev	Phone: 251-229-3430	Job: Realtor
3	Name: Mike Howell	Email: Mhowell@baldwincountyal.gov	
	Company: BCC	Phone: 251-972-6837	Job: Building OFFICIAL
4	Name: Cindy Popplewell	Email: cindy.popplewell@woodplc.com	
	Company: Wood	Phone: 615-333-0630	Job: PM
5	Name: Jennifer M Forsman	Email: jennifer.forsman@baldwincountyal.gov	
	Company: BCEMA	Phone: (251) 972-8510	Job: Planning & Grants
6	Name:	Email:	
	Company:	Phone:	Job:
7	Name:	Email:	
	Company:	Phone:	Job:
8	Name:	Email:	
	Company:	Phone:	Job:
9	Name:	Email:	
	Company:	Phone:	Job:

## **Attachment B – PowerPoint Presentation**

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Baldwin County  
Flood Hazard Management Plan UPDATE  
Risk Assessment Meeting  
August 2, 2018



Cindy Popplewell and Clay Campbell  
Wood Environment & Infrastructure Solutions, Inc.



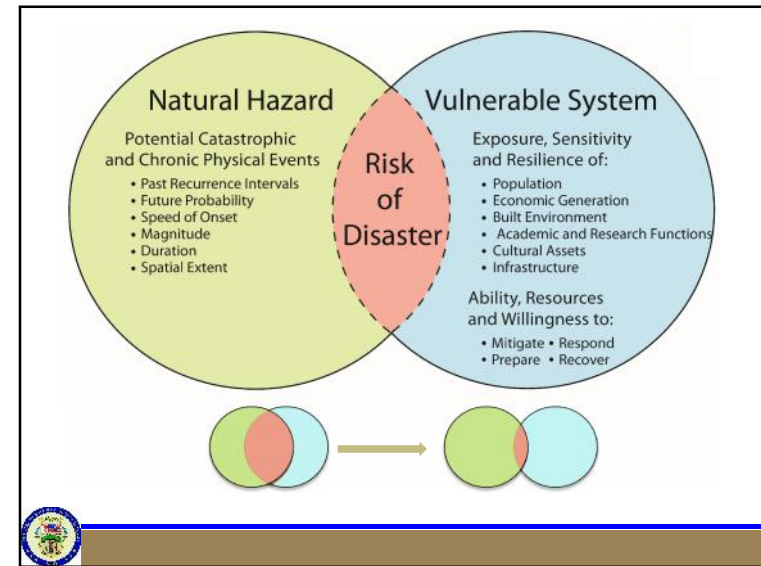
## Introductions

- Name
- Organization



## Agenda

- 1. Review**
  - ✓ Overview - Why flood management planning?
  - ✓ Planning process and progress
  - ✓ Review and update goals
- 2. Hazard Identification and Risk Assessment (HIRA)**
  - ✓ Review hazard profiles
  - ✓ Consensus on planning significance/relative risk
  - ✓ Discuss data gaps and analysis needs
  - ✓ Review critical facilities
- 3. Next Steps of Planning Process**
  - ✓ Confirm date for next FMPC and public meeting
  - ✓ Get started on mitigation actions



# Why Floodplain Management Planning?

wood.

## Goals of the CRS

1. Reduce flood damage to insurable property,
2. Strengthen and support the insurance aspects of the NFIP, and
3. Encourage a comprehensive approach to floodplain management.



# 10-Step Planning Process

wood.

## ORGANIZE RESOURCES

1. Get Organized
2. Plan for Public Involvement
3. Coordinate with Other Departments and Agencies

## ASSESS HAZARDS AND RISK

4. Identify Hazards
5. Assess the Risks

## DEVELOP MITIGATION PLAN

6. Set Planning Goals
7. Review Possible Activities
8. Draft an Action Plan

## IMPLEMENT THE PLAN

9. Adopt the Plan
10. Implement the Plan, Evaluate Work, Revise as Needed



# Why Floodplain Management Planning?

wood.

## NFIP Community Rating System (CRS)

- Communities are rewarded for doing more than the NFIP minimum requirements with a reduction in flood insurance premiums

CRS Class	Credit Points	Flood Insurance Premium Discount	
		In SFHA <sup>1</sup>	Outside SFHA
1	4,500+	45%	10%
2	4,000-4,499	40%	10%
3	3,500-3,999	35%	10%
4	3,000-3,499	30%	10%
5	2,500-2,999	25%	10%
6	2,000-2,499	20%	10%
7	1,500-1,999	15%	5%
8	1,000-1,499	10%	5%
9	500-999	5%	5%
10	0-499	0%	0%

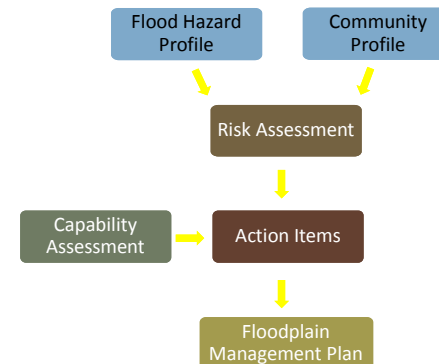
Class 7 Savings:  
**\$860,036.00**

Class 6 Savings:  
**\$1,178,073.00**



# Summary of Plan Elements

wood.



# 10-Step Planning Process

wood.

## ORGANIZE RESOURCES

1. Get Organized
2. Plan for Public Involvement
3. Coordinate with Other Departments and Agencies

## ASSESS HAZARDS AND RISK

4. Identify Hazards
5. Assess the Risks

## DEVELOP MITIGATION PLAN

6. Set Planning Goals

7. Review Possible Activities
8. Draft an Action Plan

## IMPLEMENT THE PLAN

9. Adopt the Plan
10. Implement the Plan, Evaluate Work, Revise as Needed



Baldwin County, Alabama  
2018 Flood Hazard Management Plan Update

Public Questionnaire

Baldwin County is beginning the process to update the existing Flood Hazard Management Plan to better protect the people and property of the unincorporated areas of Baldwin County from the effects of flood related events. The plan will be updated pursuant to the requirements of the National Flood Insurance Program (NFIP) Community Rating System (CRS). Participation in CRS provides flood insurance premium rate reductions to policyholders in Baldwin County in recognition of the fact that the County implements activities that exceed the minimum NFIP requirements and is working towards the three goals of the CRS:

- Reduce and avoid flood damage to insurable property;
- Strengthen and support the insurance aspects of the NFIP; and
- Foster comprehensive floodplain management.

It is important for citizens to become involved in flood hazard management planning in their community. The Baldwin County Flood Hazard Management Committee requests your participation in the short 10 question survey. The Committee would like your input on past flood events and the types of flood hazards that are your primary concern.

Thank you for your participation!

1. As a Resident within the unincorporated area of Baldwin County, are you a homeowner or renter?

☐ Home Owner

☐ Renter

2. Do you have flood insurance?

☐ Yes

☐ No



# Public Survey Update

wood.

- ✓ 0 completed surveys so far—[help publicize survey](https://www.surveymonkey.com/r/5PHJDDC)
- ✓ Survey Monkey—notify public, provide link in newsletters, on websites, in utility mailers, via social media, etc.
- <https://www.surveymonkey.com/r/5PHJDDC>
- ✓ Hard Copy Surveys? Any returns?
- ✓ Survey – set close date, September 7<sup>th</sup> or other?



3. Have you ever experienced or been impacted by a flood event?

☐ Yes ☐ No

4. If you have experienced flooding in the past, could you please provide the approximate date and event description?

\_\_\_\_\_

5. How concerned are you about the possibility of being impacted by a future flood event?

☐ Not concerned ☐ Somewhat concerned ☐ Extremely concerned

6. What flood hazards do you feel pose a threat to Baldwin County? Please check all that apply:

☐ Riverine Flooding

☐ Tidal/Storm Surge Flooding

☐ Urban/Industrial Flooding (not including storm surge)

☐ Coastal/Casual Backwash

☐ Dam/Breach Failure

☐ Climate Change and Sea Level Rise

7. Is there a non-flood-related hazard, not listed above, that you think is a threat to Baldwin County? Please explain:

\_\_\_\_\_

8. How prepared do you feel for a flood hazard event?

☐ Not at all prepared ☐ Somewhat prepared ☐ Prepared ☐ Very prepared









## 4. Identify the Hazards

wood.

### ➤ Identify all the possible hazards affecting the planning area.

- AL State Hazard Mitigation Plan
- Previous Disaster Declarations
- Local Hazard Mitigation Plan

### ➤ Profile the hazards

- Hazard Description
- Spatial Extent
- Past Occurrences
- Frequency/Likelihood of future occurrences
- Magnitude/Severity
- Define Planning Significance

Flood: 100-/500-year
Flood: Stormwater/Localized Flooding
Hurricane and Tropical Storms (including Storm Surge)
Coastal/Canal Bank Erosion
Dam/Levee Failure
Changing Future Conditions and Sea Level Rise

\*\*\* See Handout \*\*\*



## Hazard Profiles

wood.

### ■ Magnitude/Severity

- **Devastating (4):**
  - Devastating casualties, business losses and structure damage;
  - Complete shutdown of facilities for 30 or more days, more than 50 percent of property is severely damaged
- **Significant (3):**
  - Potential for some casualties and significant, but less than devastating, business losses and structure damage,
  - Complete shutdown of critical facilities for at least two weeks, 25–50 percent of property is severely damaged.
- **Moderate (2):**
  - Moderate potential for economic losses and structure damage,
  - Complete shutdown of critical facilities for more than one week, 10–25 percent of property is severely damaged.
- **Slight (1):**
  - Slight or minimal potential for economic losses and structure damage
  - Shutdown of critical facilities and services for 24 hours or less, less than 10 percent of property is severely damaged



## Hazard Profiles

wood.

### ■ Spatial Extent

- **Community Wide (3):** 50-100% of planning area
- **Partial (2):** 10-50% of planning area
- **Minimal (1):** Less than 10% of planning area

### ■ Likelihood of future occurrence

- **Very High (5):** Occurs annually, 100% probability in next year.
- **High (4):** Occurs every 2-3 years; Between 30 and 100% probability in next year or at least one chance in ten years.
- **Moderate (3):** Occurs every 3-10 years; Between 10 and 30% probability in next year or at least one chance in next 100 years.
- **Low (2):** Occurs every 10 years; Between 1% and 10% probability in next 100 years.
- **Very Low (1):** Rare; less than 1% probability



## Flood

wood.

Floods are among the most frequent and costly natural disaster in terms of human hardship and economic loss

- ✓ **Riverine** – an event when a watercourse exceeds its “bank-full” capacity and is the most common type of flood event. Riverine floods result from precipitation over large areas.
- ✓ **Coastal (Tidal) Flooding** - Coastal floods usually occur as a result of abnormally high tides or tidal waves, storm surge and heavy rains in combination with high tides, tropical storms and hurricanes.
- ✓ **Flash Flooding** – localized floods of great volume and short duration



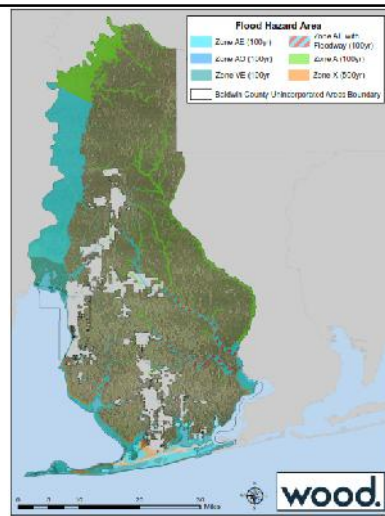
## Flood

### Special Flood Hazard Area

- 353.6 sq.mi.

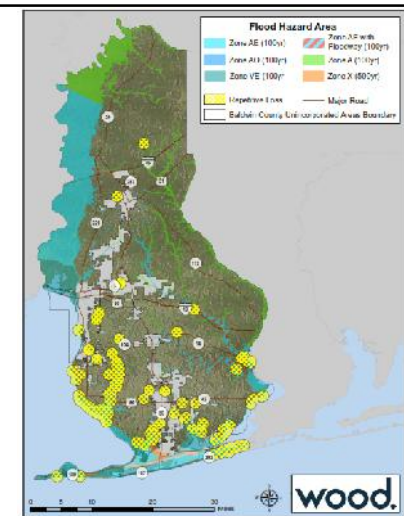
### Floodprone Areas Along:

- Magnolia River
- Fish River
- Hollinger Creek
- Mobile River and Tributaries
- Perdido River and Tributaries
- Styx River



## Repetitive Loss Areas

- ✓ RL Properties – 1,227
- ✓ SRL Properties - 55

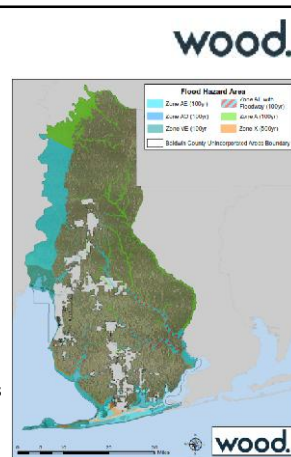


## Flood

### Flood Risk Report

### Noted Problem Areas:

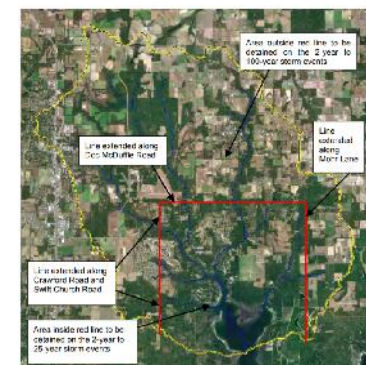
- Dams w/o EAPs
- Coastal Seawalls – Grand Hotel and Hancock Lane
- Coastal Structure at Grand Hotel Marina is overtopped
- Weeks Bay Inlet – Boat Launch
- Undersized culverts – Backwater
- Undersized culverts – Overtopped
- West Fort Morgan Road (Hwy180) overtops
- Riveria Utilities Wastewater Treatment plant located is SFHA
- Sedimentation issues north of confluence of Polecat Creek and Fish River



\*\*\* See Handout \*\*\*

## Local Flood Studies

- ✓ Wolf Bay Watershed
- ✓ Fish River & Magnolia River Watershed Study
- ✓ Both studies recommended detention ponds to offset peak discharges



## Flood

wood.

- ✓ **Location:** 353.6 sq. mi. in SFHA; Partial – Between 10% to 50% of the planning area
- ✓ **Previous Occurrences:** - 50 flood events (Riverine, Coastal, Flash) since 1995; 2 Presidential Disaster Declarations (1978, 1979)
- ✓ **Probability:** Very High – occurs annually, 2.2 events per year (Note, LHMP has “moderate”)
- Magnitude/Severity:** 1 death in 2014 in Lillian; \$2.7M in damages, \$116K annually; Significant – potential for some casualties and significant, but less than devastating business losses and structure damage. (Note, LHMP has “slight”)



## Localized/Stormwater

wood.

- ✓ **Location:** NEED TO IDENTIFY
- ✓ **Previous Occurrences:** - NEED TO IDENTIFY
- ✓ **Probability:** NEED TO IDENTIFY
- Magnitude/Severity:** Moderate – moderate potential for economic losses and structure damage



## Localized/Stormwater

wood.

Floods are among the most frequent and costly natural disaster in terms of human hardship and economic loss

- ✓ **Urban Stormwater** – land loses its ability to absorb rainfall as it is converted from fields or woodlands to roads, buildings, and parking lots
  - Clogged inlets
  - Blocked Drainage Outfalls
  - Improper Grading



## Hurricane/Tropical Storm

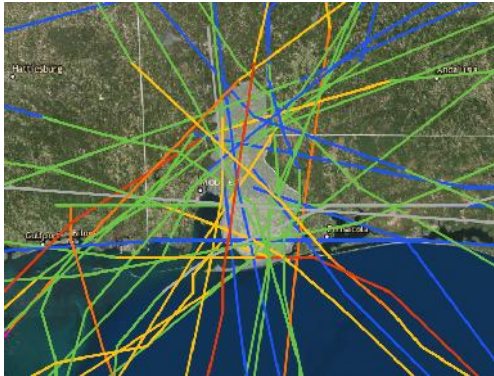
wood.

- A hurricane is a type of tropical cyclone or severe tropical storm that forms in the southern Atlantic Ocean, Caribbean Sea, Gulf of Mexico, and in the eastern Pacific Ocean.
- A typical cyclone is accompanied by thunderstorms, and in the Northern Hemisphere, a counterclockwise circulation of winds near the earth's surface. All Atlantic and Gulf of Mexico coastal areas are subject to hurricanes.
- Atlantic hurricane season lasts from June to November, with the peak season from mid-August to late October.
- The greatest potential for loss of life related to a hurricane is from the storm surge. Storm surge is water that is pushed toward the shore by the force of the winds swirling around the storm. This advancing surge combines with the normal tides to create the hurricane storm tide, which can increase the mean water level to heights impacting roads, homes and other critical infrastructure.



## Hurricane/Tropical Storm

wood.



## Hurricane/Tropical Storm

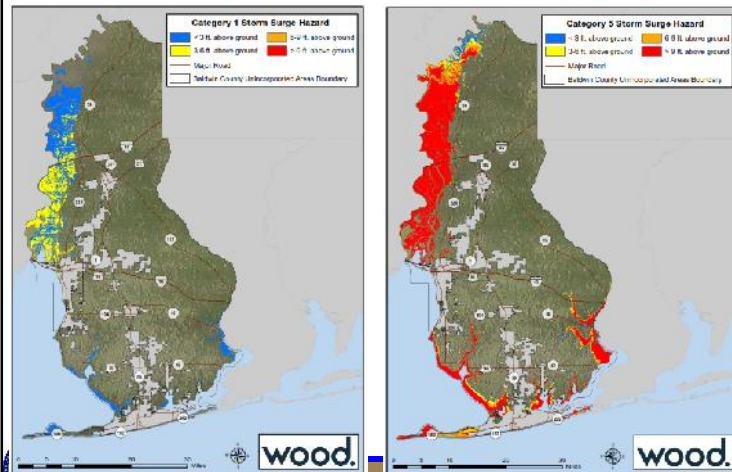
wood.

- ✓ **Location:** Community-wide, 50-100% of the planning area
- ✓ **Previous Occurrences:** - 19 Presidential Disaster Declarations since 1969
- ✓ **Probability:** High – occurs every 2-3 years; between 30-100% probability  
(Note, LHMP has “moderate”)
- Magnitude/Severity:** Devastating – devastating casualties, business losses and structure damage



## Storm Surge

wood.

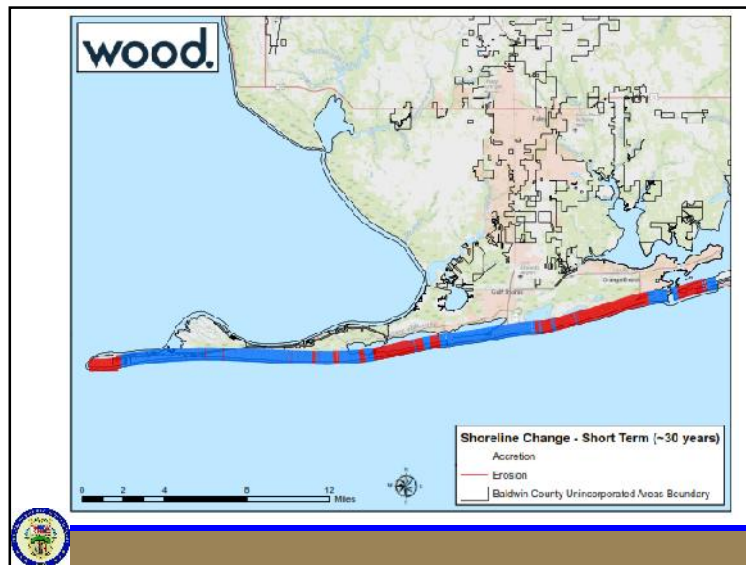


## Coastal Bank Erosion

wood.

- A process whereby large storms, flooding, strong wave action, sea level rise, and human activities, such as inappropriate land use, alterations, and shore protection structures, wears away the beaches and bluffs along the coast.
- Erosion undermines and often destroys homes, businesses, and public infrastructure and can have long-term economic and social consequences.
- According to NOAA, coastal erosion is responsible for approximately \$500 million per year in coastal property loss in the United States, including damage to structures and loss of land.
- To mitigate coastal erosion, the federal government spends an average of \$150 million every year on beach nourishment and other shoreline erosion control measures.

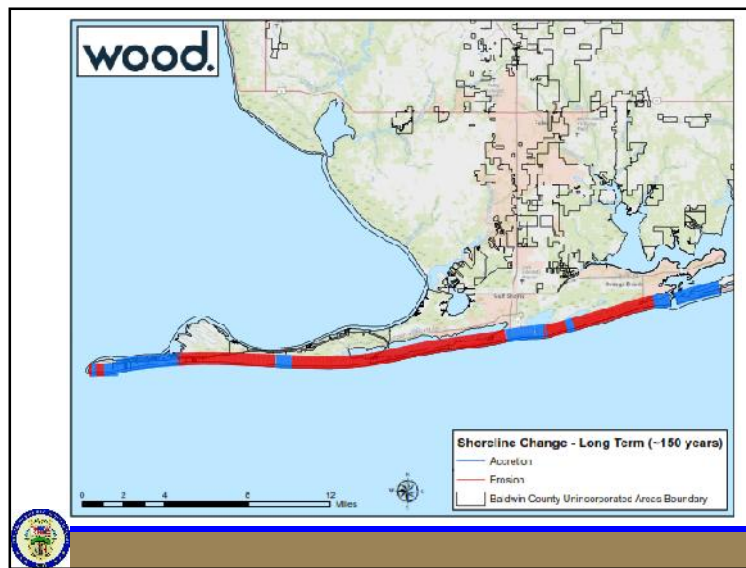




## Coastal Bank Erosion

wood.

- ✓ **Spatial Extent:** 104.7 sq.mi. Coastal High Hazard Area (CHHA); Minimal, less than 10% of the planning area
- ✓ **Previous Occurrences:** 1,457 transects, 74% measured erosion at average rate of -0.5 m/yr
- ✓ **Probability:** Very High – occurs annually, 10% probability in the next year
- ✓ **Magnitude/Severity:** Moderate — moderate potential for economic losses and structure damage



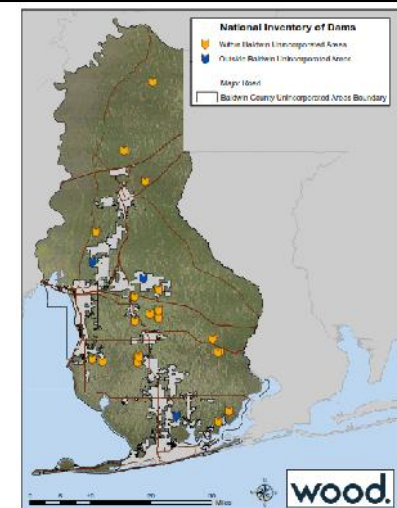
## Dam/Levee Failure

### DAMS

- 23 dams Countywide
- 20 within Unincorporated
- High Hazard = 0
- Significant Hazard = 1
- Low Hazard = 22

### Levees

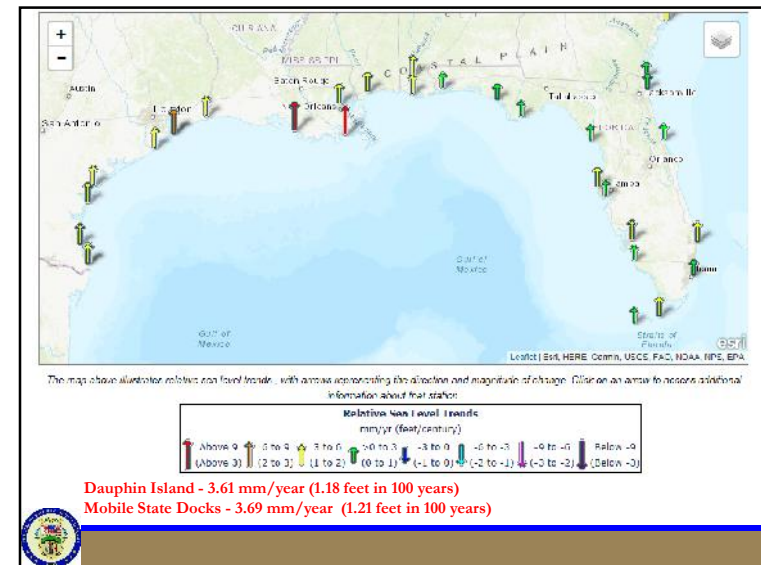
- None located within Baldwin County





## Dam/Levee Failure

- ✓ **Spatial Extent:** Minimal, less than 10% of the planning area
- ✓ **Previous Occurrences:** No dam failures reported
- ✓ **Probability:** Very Low - 0 occurrences; Less than 1%; perceived as the least likely event to occur
- ✓ **Magnitude/Severity:** Slight — slight or minimal potential for economic losses and structure damage.

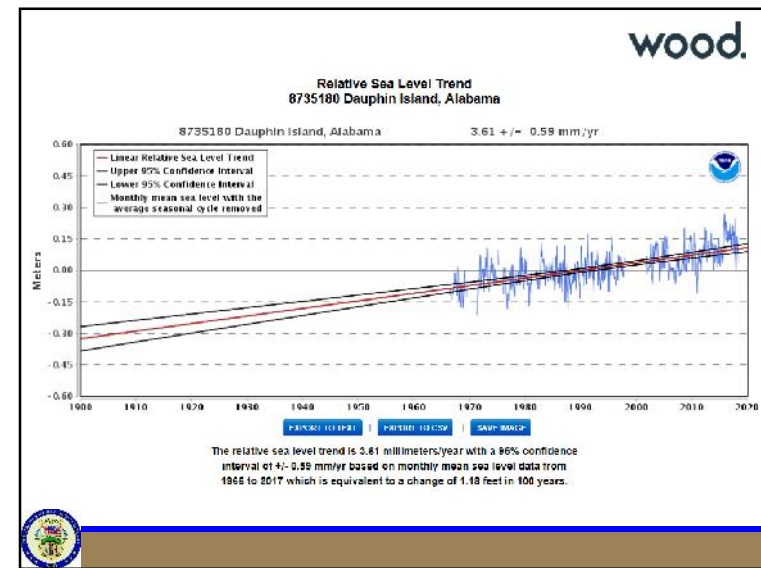


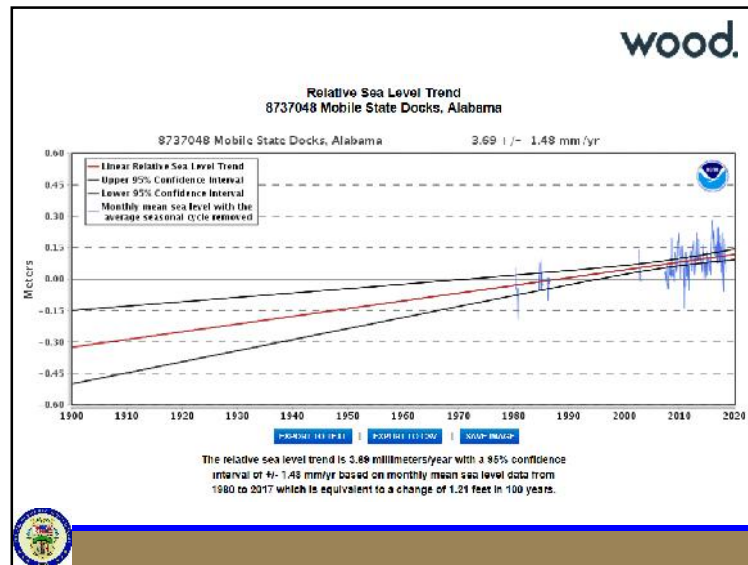
## Changing Future Conditions and Seal Level Rise

- Change in the state of the climate that can be identified by changes in the mean and/or the variability of its properties and that persists for an extended period, typically decades or longer.
- Natural occurrence in which the earth has warmed and cooled periodically over geologic time.
- Recent and rapid warming of the earth over the past century has been cause for concern, as this warming is very likely due to the accumulation of human-caused green house gases, such as CO<sub>2</sub>, in the atmosphere
- This warming is occurring almost everywhere in the world, which suggests a global cause rather than changes in localized weather patterns.

### Sea Level Rise

- Local relative sea level (RSL) trends from NOAA





**wood.**

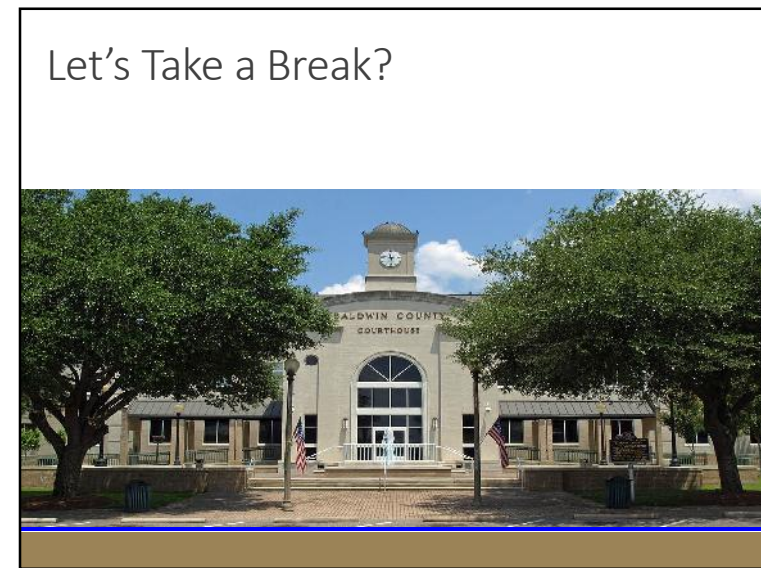
## Hazard Summary

Hazard	Spatial Extent	Probability	Magnitude/Severity	Planning Significance
Flood: 100-/500-year	Partial	Very High	Significant	High
Flood: Stormwater/Localized Flooding	TBD	TBD	TBD	Moderate
Hurricane and Tropical Storms (including Storm Surge)	Community-Wide	High	Devastating	High
Coastal/Canal Bank Erosion	Minimal	Very High	Moderate	Moderate
Dam/Levee Failure	Minimal	Very Low	Slight	Low
Changing Future Conditions and Sea Level Rise	Minimal	High	Slight	Moderate

**wood.**

## Changing Future Conditions and Seal Level Rise

- ✓ **Spatial Extent:** 104.7 sq.mi. Coastal High Hazard Area (CHHA); Minimal, less than 10% of the planning area
- ✓ **Previous Occurrences:** 3.6-3.7mm/year
- ✓ **Probability:** High - Between 30-100% probability in next year
- ✓ **Magnitude/Severity:** Slight — slight or minimal potential for economic losses and structure damage





## 5. Assess the Risk

- Inventory residential & commercial structures
- Inventory critical facilities
- Determine # and value of structures
- Determine # of people in area
- Identify vulnerable infrastructure
- Identify development trends and constraints
- Identify cultural, natural and historic resource areas
- Estimate the \$ losses



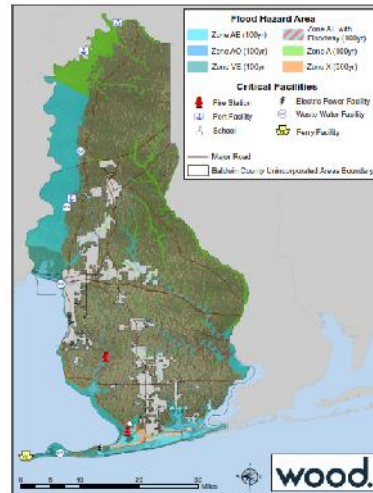
## Flood - Risk Assessment

Type	1% (100-yr) Dollar Loss	0.2% (500-yr) Dollar Loss	Annualized Loss
<b>Residential</b> Bldg & Contents	\$1,329,500,000	\$143,900,000	\$4,500,000
<b>Commercial</b> Bldg & Contents	\$20,660,000	\$700,000	\$10,000
<b>Other</b> Bldg & Contents	\$20,500,000	\$4,000,000	\$100,000
<b>Total</b> Bldg & Contents	<b>\$1,370,660,000</b>	<b>\$148,600,000</b>	<b>\$4,610,000</b>
<b>Business Disruption</b>	\$10,400,000	\$2,900,000	\$70,000
<b>TOTAL</b>	<b>\$1,381,060,000</b>	<b>\$151,500,000</b>	<b>\$4,680,000</b>



## Critical Facilities

- Electric Power Facility
- Fire Stations (2)
- Port Facility (3)
- School (1)
- Wastewater Facility (4)
- Ferry Facility



\*\*\* See Handout \*\*\*



## Localized/Stormwater – Risk Assessment

Type	10% (10-yr) Dollar Loss	4% (25-yr) Dollar Loss
<b>Residential</b> Bldg & Contents	\$175,00,000	\$34,800,000
<b>Commercial</b> Bldg & Contents	\$10,000	\$40,000
<b>Other</b> Bldg & Contents	\$300,000	\$500,000
<b>Total</b> Bldg & Contents	<b>\$17,810,000</b>	<b>\$35,340,000</b>
<b>Business Disruption</b>	\$200,000	\$500,000
<b>TOTAL</b>	<b>\$18,010,000</b>	<b>\$35,840,000</b>



## Risk Assessment

wood.

Type	Methodology
Hurricane/Tropical Storms	Overlay identified storm surge areas on local parcel data
Coastal Bank Erosion	Overlay identified erosion areas on local parcel data
Dam/Levee Failure	Need dam inundation mapping



## Mitigation Strategy

wood.

- Action Items – Next HMPC Meeting
  - Status Update of Previous Action Items – *homework!*
  - Status Update of Existing Action Items from the Local Hazard Mitigation Plan – *homework!*
  - THINK ABOUT - Additional Action Items
  - Prioritization of all Action Items

\*\*\* See Handout \*\*\*



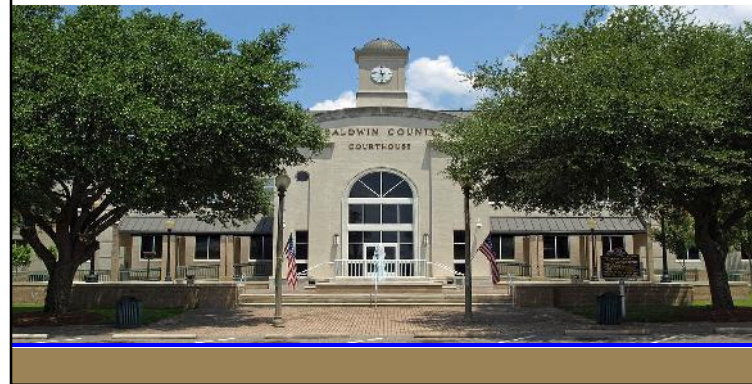
## Sea Level Rise – Risk Assessment

wood.

	< 1ft	< 2ft	< 3ft	< 4ft	< 5ft	< 6ft	< 7ft
Homes (#)	396	1133	2664	4756	7424	10227	13280
Property Value (\$M)	466	1027	2402	4129	5931	7721	9750
Population (#)	238	767	1874	3329	4992	6628	8301
Roads (miles)	2	7	27	57	92	125	160



## Next Steps of Planning Process



## Next Steps



- Planning Committee
  - Review mitigation actions and provide status update
  - Publicize the outreach survey
  - Mail letters to other agencies/stakeholders
- Wood Environment & Infrastructure Solutions, Inc.
  - Finalize and email Chapters 1 (Planning Process), 2 (Community Profile), and 3 (Risk Assessment)
  - Prepare 2<sup>nd</sup> Public Outreach Flyer
- Next Committee and Public Meeting – September ??
- Contact ANYTIME with questions or concerns

cindy.popplewell@amecfw.com  
(615) 333-0630 ext. 7050  
(303) 704-8939



## Attachment C – Mitigation Actions

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Review of Existing Actions

Action ID	Mitigation Action	Responsible Office	Partners	Potential Resources/Funding	Estimated Cost Level	Timeframe	Status
2000 Flood Hazard Management Plan							
1a	Continue to comply with the NPDES permitting requirements and insist on compliance by the development community.	• Highway Department	• Planning & Zoning Department • Building Inspections Department	Staff Time		Continuous	
1b	Assure compliance with the existing stormwater and erosion control measures contained in the zoning and subdivision regulations.	• Highway Department	• Planning & Zoning Department • Building Inspections Department	Staff Time		Continuous	
1c	Continue program to pave County dirt roads giving priority to dirt roads with known erosion problems.	• Highway Department		Annual Budget Appropriation			
1d	Complete the COE planning assistance drainage project and construct a demonstration regional drainage facility.	• Planning & Zoning Department	• Budget & Purchasing Department	Staff Time, HUD Disaster Response grant funds, Project Impact Funds		Complete by end of 2002	
1e	Locate and inventory all existing stormwater detention facilities in the unincorporated area.	• Planning & Zoning Department	• Highway Department	Staff time, subdivision construction plans, GIS resources		Complete by end of second quarter 2002	
1f	Evaluate current annual drainage system maintenance program to determine its' effectiveness and propose program changes as necessary.	• Highway Department		Staff Time		Complete by end of first quarter 2002	
1g	Research the feasibility of a storm water utility to maintain drainage facilities and pursue appropriate action.	• Planning & Zoning Department		Staff Time		Complete by end of 2002	
1h	Research the feasibility of establishing and funding a stream maintenance and restoration program and pursue appropriate action.	• Highway Department	• Planning & Zoning Department	Staff Time		Complete by end of third quarter 2002	
1i	Seek legislative authority to prepare and adopt stormwater management and erosion control regulations as recommended in the Baldwin County Erosion Control Decision Maker's Guide.	• Planning & Zoning Department		Staff Time		2002 Legislative Session	
2a	Continue participation in the CRS program to reduce flood hazards.	• Planning & Zoning Department	• Building Inspections Department • Emergency Management Department	Staff Time		Continuous	
2b	Strictly administer existing flood hazard regulations (Flood Damage Prevention Ordinance) and review said regulations to determine their adequacy and whether revisions are needed.	• Planning & Zoning Department	• Building Inspections Department	Staff Time		Continuous	
2c	Strengthen the Flood Damage Prevention Ordinance by incorporating zoning measures into the regulations as authorized by the Comprehensive Land-Use Management in Flood-Prone Areas Act of 1971 (Section 11-19-1 et seq. Code of Alabama).	• Planning & Zoning Department	• Building Inspections Department	Staff Time		End of 2004	

Action ID	Mitigation Action	Responsible Office	Partners	Potential Resources/Funding	Estimated Cost Level	Timeframe	Status
<b>2000 Flood Hazard Management Plan</b>							
2d	Continue to assist unincorporated areas to implement planning and zoning in accordance with the provisions of Act No. 91-719, as amended.	• Planning & Zoning Department		Staff Time		Continuous	
2e	Provide public infrastructure in flood hazard areas consistent with that needed to support the density and intensity of development established through land use plans adopted per actions c and d above.	• Planning & Zoning Department	• Highway Department	Staff Time		Continuous	
3a	Assure compliance with the wetlands protection provisions contained in the zoning and subdivision regulations and utilize the ADID study findings in the land development review process.	• Planning & Zoning Department	• Highway Department • Building Inspections Department	Staff Time		Continuous	
3b	Continue to review and comment upon ADEM and COE permit applications for dredge and fill.	• Planning & Zoning Department		Staff Time		Continuous	
3c	Implement ADID study recommendations including the recommendations to pursue the purchase and preservation of highly functioning wetlands and to encourage the participation in programs that may contribute to wetland conservation (i.e. National Conservation Wetland Grants, Forever Wild, Wetland Reserve Program, Conservation Reserve Program, and Partners for Fish and Wildlife).	• Planning & Zoning Department	• Budget & Purchasing Department • Public Lands Department	Grant funds to purchase wetlands		Continuous	
3d	Develop a countywide Wetlands Conservation Plan through comprehensive inventory and assessment of area wetland resources.	• Planning & Zoning Department		Staff time, GIS, EPA Grant and County matching funds		Complete by end of 2002	
4a	Develop a program to accept and maintain conservation easements.	• Planning & Zoning Department	• Public Lands Department	Staff Time		Complete by end of first quarter 2002	
4b	Continue participation in the FEMA hazard mitigation program to purchase properties which repeatedly flood.	• Building Inspections Department	• Public Lands Department • Budget & Purchasing Department	Staff time, County matching funds		Continuous	
4c	Identify significant open space and wetland resources and pursue public and private grants for purchase as appropriate.	• Planning & Zoning Department	• Budget & Purchasing Department • Public Lands Department	Staff time, County matching funds		Continuous	
4d	Complete the Baldwin County Parks, Public Access and Recreation Plan as Part 3 of the Baldwin County Master Plan.	• Planning & Zoning Department		Staff Time		Complete by first quarter 2001	

Action ID	Mitigation Action	Responsible Office	Partners	Potential Resources/Funding	Estimated Cost Level	Timeframe	Status
<b>2000 Flood Hazard Management Plan</b>							
5a	Continue to coordinate flood hazard activities with state and federal environmental agencies including Health Department, ADCNR, ADEM, EPA, NRCS, FEMA, USFWS and COE.	<ul style="list-style-type: none"> <li>Building Inspections Department</li> </ul>	<ul style="list-style-type: none"> <li>Planning &amp; Zoning Department</li> <li>Emergency Management Department</li> </ul>	Staff Time		Continuous	
5b	Continue to coordinate flood hazard activities with municipal governments involved in flood hazard management.	<ul style="list-style-type: none"> <li>Building Inspections Department</li> </ul>	<ul style="list-style-type: none"> <li>Planning &amp; Zoning Department</li> <li>Emergency Management Department</li> </ul>	Staff Time		Continuous	
5c	Utilize the County's geographic information system (GIS) to identify and protect flood hazard areas.	<ul style="list-style-type: none"> <li>Planning &amp; Zoning Department</li> </ul>	<ul style="list-style-type: none"> <li>Communication &amp; Information Systems Dept</li> </ul>	Staff time, GIS resources including LIDAR (Light Detection and Ranging)		Continuous	
5d	Develop and maintain an environmentally sensitive land use matrix in conjunction with the GIS as recommended in the Baldwin County Erosion Control Decision Maker's Guide.	<ul style="list-style-type: none"> <li>Planning &amp; Zoning Department</li> </ul>		Staff Time, GIS resources		Continuous	
5e	Maintain an inventory of county-maintained roads and bridges which become partially or wholly submerged during rainfall events.	<ul style="list-style-type: none"> <li>Highway Department</li> </ul>		Staff Time		Continuous	
5f	Research and evaluate the impact of a buyout only hazard mitigation program within the floodway and pursue appropriate action.	<ul style="list-style-type: none"> <li>Building Inspections Department</li> </ul>	<ul style="list-style-type: none"> <li>Planning &amp; Zoning Department</li> </ul>	Staff Time		Complete by end of 2002	
6a	Coordinate with public libraries to maintain publications and materials about flood protection. Information available will include FIRM and Floodway Maps and an explanation of their use; flood insurance information; information on measures to protect buildings from flood damage and; information about floodplain management and flood hazard mitigation.	<ul style="list-style-type: none"> <li>Planning &amp; Zoning Department</li> </ul>	<ul style="list-style-type: none"> <li>Building Inspections Department</li> <li>Emergency Management Department</li> </ul>	Materials furnished by FEMA		Continuous	
6b	Strengthen flood warning activities by developing programs including a flood threat recognition system, flood prediction models and a system to disseminate flood warnings to the public.	<ul style="list-style-type: none"> <li>Emergency Management Department</li> </ul>		Staff time; instruments required for flood detection; computer model		Continuous	
6c	Furnish FIRM map determinations upon request.	<ul style="list-style-type: none"> <li>Planning &amp; Zoning Department</li> </ul>	<ul style="list-style-type: none"> <li>Building Inspections Department</li> </ul>	Staff Time, materials required by FEMA		Continuous	



Action ID	Mitigation Action	Responsible Office	Partners	Potential Resources/Funding	Estimated Cost Level	Timeframe	Status
<b>2000 Flood Hazard Management Plan</b>							
6d	Provide annual notification of flood hazard determination service to lending institutions, insurance companies, real estate companies and title insurance companies.	• Planning & Zoning Department	• Building Inspections Department	Staff Time		Annually	
6e	Maintain computer database of all Elevation Certificates through computer software provided by FEMA.	• Planning & Zoning Department		Staff Time		Continuous	
6f	Distribute outreach materials to floodplain residents at county offices and special events.	• Planning & Zoning Department	• Building Inspections Department • Emergency Management Department	Outreach materials, staff time		Continuous	

**Review of Existing Mitigation Actions**

Action ID	Mitigation Action	Responsible Office	Partners	Potential Resources/Funding	Estimated Cost Level	Timeframe	Status
<b>2015 Local Hazard Mitigation Plan</b>							
1.1.1	Maintain up-to-date comprehensive plans	• Emergency Management Department	• Planning & Zoning Department	Local Funds		Short- Range	
1.1.3	Prepare a five-year capital improvements plan (CIP) to include capital projects	• Emergency Management Department	• Planning & Zoning Department	Local Funds		Short- Range	
1.2.1	Maintain a centralized, countywide natural hazards and risk assessment database in GIS	• Emergency Management Department	• GIS Department • Engineering Department	HMA		Mid-Range	
1.3.2	Identify existing culturally or socially significant structures and critical facilities within Baldwin County	• Planning & Zoning Department	• Building Inspections Department	Local Funds		Mid-Range	
1.3.3	Evaluate elevation and culvert sizing of existing roadways in flash flood-prone areas to ensure compliance with current standards for design year floods, and develop a program for construction upgrades as appropriate.	• Planning & Zoning Department	• Building Inspections Department	Local Funds		Mid-Range	
1.3.5	Identify problem drainage areas, conduct engineering studies, evaluate feasibility, and construct drainage improvements to reduce or eliminate localized flooding.	• Planning & Zoning Department	• Building Inspections Department	HMA		Mid-Range / Ongoing	
1.4.1	Consider large lot size restriction on flood prone areas designated on Flood Insurance Rate Maps.	• Planning & Zoning Department	• Building Inspections Department	Local Funds		Mid-Range	
1.4.2	Evaluate additional land use restrictions within designated flood zones, such as prohibition of storage of buoyant materials, storage of hazardous materials, and restrictive development of flood ways, among others.	• Planning & Zoning Department	• Building Inspections Department	Local Funds		Mid-Range	
1.4.3	Require delineation of flood plain fringe, floodways, and wetlands on all plans submitted with a permit for development within a flood plain.	• Planning & Zoning Department	• Building Inspections Department	Local Funds		Mid-Range	
1.5.1	Examine regulatory options and feasibility of requiring open space areas for recreation, landscaping, and drainage control.	• Planning & Zoning Department	• Building Inspections Department • Engineering Department	Local Funds		Mid-Range	
1.6.1	Train local flood plain managers	• County Commission		Local Funds		Mid-Range	
1.6.2	Maintain a library of technical assistance and guidance materials to support the local floodplain manager.	• Floodplain Manager		Local Funds		Mid-Range	
1.6.3	Promote the adoption of uniform flood hazard prevention ordinance among all NFIP communities.	• Floodplain Manager		HMA		Mid-Range	
1.6.4	Maintain membership for locally designated flood plain managers in the Association of State Flood Plain Managers and the Alabama Association Flood Plain Managers and encourage active participation.	• Floodplain Manager		Local Funds		Mid-Range	

Action ID	Mitigation Action	Responsible Office	Partners	Potential Resources/Funding	Estimated Cost Level	Timeframe	Status
<b>2015 Local Hazard Mitigation Plan</b>							
1.6.5	Participate in the “Turn Around, Don’t Drown” program by purchasing and installing signs in known flash flood overpass locations.	• Floodplain Manager		Local Funds		Mid-Range	
1.6.6	Improve flood risk assessment by documenting high water marks	• Floodplain Manager		TBD		Mid-Range	
1.7.1	Promote good construction practices and proper code enforcement to mitigate structural failures during natural hazard events.	• Building Official		Local Funds		Mid-Range	
1.7.2	Evaluate and revise as appropriate, building codes for roof construction to maximize protection against wind damage from hurricanes; encourage installation of “hurricane clips.”	• Building Official		Local Funds		Mid-Range	
1.8.1	Review and revise as necessary, landscaping standards for parking lots that reduce the size of impervious surfaces and encourage natural infiltration of rainwater.	• Planning & Zoning Department		Local Funds		Mid-Range	
1.9.1	Promote the adoption/enforcement of storm water management regulations that maintain pre-development runoff rates.	• Planning & Zoning Department		Existing		Ongoing	
1.9.2	Develop, adopt and implement subdivision regulations that require proper storm water infrastructure design and construction.	• Planning & Zoning Department		Existing		Ongoing	
1.9.3	Establish urban forestry program to help mitigate storm water runoff common in areas with large impervious surfaces.	• Planning & Zoning Department		Existing		Ongoing	
1.11.1	Apply for/maintain membership in the CRS Program; continue to upgrade rating.	• Floodplain Manager		Local Funds		Short Range	
2.1.1	Pursue FEMA grant funds to relocate buildings and infrastructure out of hazardous flood areas, with emphasis on pre-FIRM residential buildings, where deemed more cost effective than property acquisition or building elevation.	• Building Official		HMA		Ongoing	
2.2.1	Pursue grant funds to acquire and demolish flood prone or substantially damaged structures and replace with permanent open space.	• Building Official		HMA		Short Range	
2.2.2	Utilize the most recent NFIP repetitive loss property list, and other appropriate sources, to create and maintain a prioritized list of acquisition mitigation projects based on claims paid.	• Building Official		TBD		Short Range	

Action ID	Mitigation Action	Responsible Office	Partners	Potential Resources/Funding	Estimated Cost Level	Timeframe	Status
<b>2015 Local Hazard Mitigation Plan</b>							
2.3.1	Pursue grant funds to subsidize the elevation of certain buildings in flood prone areas where acquisition or relocation is not feasible with emphasis on Pre-FIRM buildings; where feasible, elevation is preferable to flood proofing.	• Building Official		HMA		Mid-Range	
2.3.2	Pursue grant funds to repair, elevate and weatherize existing homes for low- to moderate-income families.	• Building Official		HMA		Mid-Range	
2.5.1	Examine use of minor structural projects (small berm or floodwalls) in areas that cannot be mitigated through nonstructural mitigation techniques.	• Building Official		HMA		Long Range	
2.7.1	Promote the purchase of insurance coverage by property owners and renters for flood damages in high-risk areas.	• Floodplain Manager		Local Funds		Mid-Range	
2.9.1	Pursue grant funding for the installation of back-up power generators for critical facilities.	• Emergency Management Department		HMA		Mid-Range	
3.1.1	Publicize the availability of FIRM information to real estate agents, builders, developers, and homeowners through local trade publications and newspaper announcements.	• Planning & Zoning Department		Existing		Mid-Range	
3.2.1	Continue to participate in environmental awareness events	• Planning & Zoning Department		Local Funds		Short Range	
3.2.2	Conduct materials distribution	• Planning & Zoning Department		Local Funds		Short Range	
3.2.3	Promote disaster resilience within the business community through workshops, educational materials and planning guides,	• Emergency Management Department		Local Funds		Short Range	
3.2.4	Distribute outreach materials to citizens, builders and business owners inquiring about a flood problem, a building permit or other natural hazard related questions.	• Floodplain Manager		Local Funds		Short Range	
3.3.2	Consider the enactment of a local ordinance or state law to require floodplain disclosure when a property is for sale.	• Floodplain Manager		Local Funds		Mid-Range	
3.4.1	Through local libraries, maintain and distribute free and current publications from FEMA, NWS, USGS, and other federal and state agencies.	• Floodplain Manager		Local Funds		Long-Range	
3.5.2	Educate homeowners about structural and non-structural retrofitting of vulnerable homes.	• Emergency Management Department		Local Funds		Long-Range	
3.7.1	Provide technical assistance to homeowners, builders, and developers on flood protection alternatives.	• Floodplain Manager		Local Funds		Short Range	

Action ID	Mitigation Action	Responsible Office	Partners	Potential Resources/Funding	Estimated Cost Level	Timeframe	Status
<b>2015 Local Hazard Mitigation Plan</b>							
3.10.1	Establish an ALERT flood warning system at strategic locations in the county, including at a minimum, sensors that provide real-time access to stream flow, stream stage, and precipitation data.	<ul style="list-style-type: none"><li>Local Government</li></ul>		HMA		Mid-Range	
4.4.1	Restore and protect wetlands to enhance storm water drainage.	<ul style="list-style-type: none"><li>County Commission</li></ul>		Local Funds		Mid-Range	
4.4.2	Develop a coastal renourishment program	<ul style="list-style-type: none"><li>County Commission</li></ul>		Local Funds		Mid-Range	
5.1.1	Prepare and implement standard operating procedures and guidelines for drainage system maintenance.	<ul style="list-style-type: none"><li>Building Official</li></ul>		Local Funds		Long Range	
5.2.1	Construct drainage improvements to reduce or eliminate localized flooding in identified problem drainage areas.	<ul style="list-style-type: none"><li>Planning &amp; Zoning Department</li></ul>		HMA		Mid-Range	

Identifying New Mitigation Actions

Action ID	Mitigation Action	Responsible Office	Partners	Potential Resources/Funding	Estimated Cost Level	Timeframe	Status
OTHER SOURCES – Flood Risk Report; Local Stormwater Studies							
	Emergency Action Plans for Dams						
	Two of the identified coastal structures are seawalls located along the eastern shore of Mobile Bay. The Grand Hotel seawall takes up a large portion of the shoreline and needs to be kept monitored. Another seawall located near Hancock Lane just south of Fairhope could cause erosion due to the hardening of the shoreline.						
	A coastal structure located at the Grand Hotel Marina along Scenic U.S. Highway 98 is overtopped in a hydraulic model.						
	The Weeks Bay inlet is bounded with a seawall and riprap on one side. Since this is a popular boat launch, it should be monitored closely for erosion, deposition, and trash.						
	The jetty, pier, and ferry dock located along the western end of Fort Morgan needs to be monitored for its impact on the coast.						
	Multiple culverts and bridges within the county are undersized and cause backwater flooding upstream. See database for specific locations.						
	Multiple culverts and bridge openings within the county are undersized and overtop during the less significant flooding events.						
	West Fort Morgan Road (State Highway 180) overtops during the less significant flooding events. The amount of flooding during frequent storms can prevent access to the number of residential and commercial properties in the western portion of Fort Morgan peninsula						
	There are multiple repetitive loss and severe repetitive loss properties in Baldwin County.						

Action ID	Mitigation Action	Responsible Office	Partners	Potential Resources/Funding	Estimated Cost Level	Timeframe	Status
<b>OTHER SOURCES – Flood Risk Report; Local Stormwater Studies</b>							
	A significant landuse change from 2006 to 2011 occurred when several homes and a Wal-Mart Supercenter were developed along Steele Creek's floodplain						
	The Riveria Utilities Wastewater Treatment Plant is an essential facility located in a SFHA that is subject to flooding during less frequent flooding events.						
	Flood prone areas in Baldwin County Unincorporated Areas include areas along the Magnolia River, south of U.S. Highway 98 as well as areas along the Fish River, Hollinger Creek, the Mobile River and its tributaries, the Perdido River and its tributaries, and the Styx River.						
	There is a beaver dam along Sandy Creek just downstream of the Foley Beach Express that can cause backwater flooding upstream.						
	Just north of the confluence of Polecat Creek and Fish River there are some significant sedimentation issues.						



# Baldwin County FHMP Planning Meeting No. 3 Minutes



September 13, 2018  
1:00 PM to 3:00 PM CDT

**\*\*Action items are bold and underlined. Important notes are in italics.**

Meeting began at 1:00 PM CDT.

<b>Present:</b>	Wood	Clay Campbell Cindy Popplewell
	Baldwin County	Mike Howell Jennifer Forsman D.J. Hart Mitchell Sims Kim Nelson

Mike Howell initiated the meeting and welcomed and thanked everyone in attendance. He stated this was the last planning meeting for the FHMP other than the LEPC meeting on Monday, September 17<sup>th</sup>. After introductions, Cindy began the presentation and gave an overview of the planning process. 46 public surveys were completed, Cindy reviewed the results of the survey.

Mitchell asked how the survey was publicized. It was stated that it was advertised on all the Baldwin County social media outlets: Twitter, Facebook, Baldwin County website, etc. The survey is still available and will be for the near future.

Cindy then overviewed the draft Flood Hazard Management Plan. Chapters 1 to 3 have already been provided to the committee for review. Chapters 4 and 5 are in progress at this time. Kim asked how many public meetings are required, Cindy answered that only 1 public meeting is required and the LEPC Meeting will account for that requirement. Discussion followed regarding advertising the FHMP in the local newspapers. Cindy asked the committee to provide comments to her for the first 3 chapters and executive summary.

**For Chapter 3, Kim is going to request a map of the Localized Flooding Locations.**

**Wood (Jeff Zanotti) to review the Baldwin County parcel data to determine if there are landuse codes defining each parcel.**

**Jennifer to send Volunteer Fire Department addresses to Cindy.**

Mitchell asked how the County is mitigating future flooding due to residential development. Mike stated that the design storm for detention was raised to the 100 year storm from the 25 year storm.

Hazard Summary – **Jennifer to contact the Baldwin County Highway Department to see if they have a mechanism of tracking localized flooding.**



Cindy reviewed the handouts “Categories of Mitigation Measures” and “Example Mitigation Action Items”. Next the committee reviewed all existing mitigation actions and determined which items to keep and which items to remove. Cindy noted all items to be kept or removed.

Next the committee discussed new mitigation actions to add into FHMP. **Cindy to send Mike the specifics of the online course for retrofitting and flood proofing. Cindy to revise the mitigation actions to add to the FHMP based on today’s meeting. Cindy to also create an online survey for the committee to rate each mitigation action as low to high priority.**

Next Steps:

See the last PowerPoint slide.

Meeting adjourned at 3:05 PM CDT.



# Flood Hazard Mitigation Committee

## EOC SIGN-IN SHEET

9/13/18

ATTENDANCE: \_\_\_\_\_

NUMBER SERIES	NAME	AGENCY/ORGANIZATION	TIME SIGNED IN	TIME SIGNED OUT
Column1	Column2	Column3	Column4	Column5
1	Jennifer M Forsman	BCEMA		
2	Mike Howell	Baldwin County		
3	Cindy Popplewell	Wood		
4	Kim Nelson	Baldwin County		
5	DJ HART	Baldwin County		
6	Clay Campbell	Wood		
7	MITCHELL Sims	Baldwin County		
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# Baldwin County

## Flood Hazard Management Plan Update

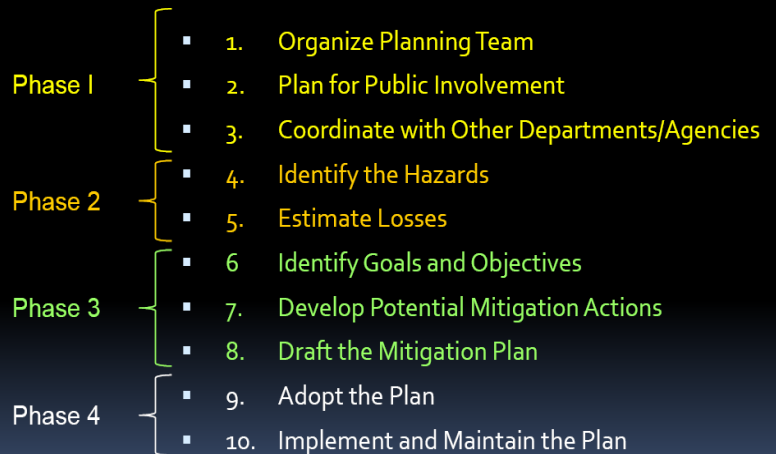
Baldwin County is beginning the process to update the existing Flood Hazard Management Plan to better protect the people and property of the unincorporated areas of Baldwin County from the effects of flood hazard events. The plan will be updated pursuant to the requirements of the National Flood Insurance Program (NFIP) Community Rating System (CRS). Participation in CRS provides flood insurance premium rate reductions to policyholders in Baldwin County in recognition of the fact that the County implements activities that exceed the minimum NFIP requirements and is working towards the three goals of the CRS:

- Reduce and avoid flood damage to insurable property;
- Strengthen and support the insurance aspects of the NFIP; and
- Foster comprehensive floodplain management.

### What Is a Flood Hazard Management Plan?

A flood hazard management plan is the result of a planning process to determine how to reduce or eliminate the loss of life and property damage resulting from flood hazards. This plan will address a comprehensive list of flood hazards including riverine and coastal flooding,

hurricanes and tropical storms, dam failure, coastal erosion and sea level rise. The plan will assess the likely impacts of these hazards to the unincorporated areas of Baldwin. This planning process is structured around four phases: Phase 1: Planning Process, Phase 2: Risk Assessment, Phase 3: Mitigation Strategy, and Phase 4: Plan Maintenance. These four phases are further broken down into 10 steps, shown in the box above.



### Why is it Important to Me?

It is important for citizens to become involved in flood hazard management planning in their community. The planning team needs your input on the types of hazards that are your priority concern. Your opinion on ways to prevent or lessen the impacts of hazards is also valuable input for the planning team.

### What Can I do to Participate?

- ▶ The planning team would like your input on a public survey. This survey captures public opinion on the hazards that are the most significant to you as well as the types of activities that you think will help prevent or reduce losses: <https://www.surveymonkey.com/r/5PHJDDC>



Photo Source: FEMA

### Planning Status

The planning team is currently working within Phase 1: Organize Resources. On June 6th, 2018, the planning team held a kick-off meeting to organize the planning effort, plan for public involvement opportunities and initiate coordination with other departments and agencies.

### Implementation of the Plan is the Ultimate Goal!

The ultimate goal of this planning process is implementation of mitigation actions that will prevent or lessen the impacts of hazards to people and property in your community. An example is the elevation of structures that repeatedly flood, reducing structural damage in the event of future flooding.

For more information please contact Mike Howell  
at (251) 943-5061 or [mhowell@baldwincountyal.gov](mailto:mhowell@baldwincountyal.gov)

# *Baldwin County, Alabama*

## *Floodplain Management Plan Update - Public Questionnaire*

Baldwin County is beginning the process to update the existing Flood Hazard Management Plan to better protect the people and property of the unincorporated areas of Baldwin County from the effects of flood hazard events. The plan will be updated pursuant to the requirements of the National Flood Insurance Program (NFIP) Community Rating System (CRS). Participation in CRS provides flood insurance premium rate reductions to policyholders in Baldwin County in recognition of the fact that the County implements activities that exceed the minimum NFIP requirements and is working towards the three goals of the CRS:

- Reduce and avoid flood damage to insurable property;
- Strengthen and support the insurance aspects of the NFIP; and
- Foster comprehensive floodplain management.

It is important for citizens to become involved in flood hazard management planning in their community. The Baldwin County Flood Hazard Planning Committee requests your participation in this short 10-question survey. The Committee would like your input on past flood events and the types of flood hazards that are your priority concern.

### **BACKGROUND INFORMATION**

1. As a resident within the unincorporated area of Baldwin County, are you a homeowner or a renter?  
☐ Home Owner ☐ Renter
2. Do you have flood insurance?  
☐ Yes ☐ No

### **HAZARD IDENTIFICATION**

3. Have you ever experienced or been impacted by a disaster?  
☐ Yes ☐ No
4. If you have experienced flooding in the past, could you please provide the approximate date and event description?
5. How concerned are you about the possibility of being impacted by a disaster?  
☐ Extremely concerned ☐ Somewhat concerned ☐ Not concerned
6. What natural hazards do you feel pose a threat to Baldwin County? Please check all that apply.  

<input type="checkbox"/> Riverine Flooding	<input type="checkbox"/> Coastal/Canal Bank Erosion
<input type="checkbox"/> Localized/Stormwater Flooding	<input type="checkbox"/> Dam/Levee Failure
<input type="checkbox"/> Hurricane and Tropical Storms (including storm surge)	<input type="checkbox"/> Climate Change and Sea Level Rise

# *Baldwin County, Alabama*

## *Floodplain Management Plan Update - Public Questionnaire*

7. Is there another flood related hazard, not listed above, that you think is a wide-scale threat to Baldwin County?  
Please explain:

### **PREPAREDNESS**

8. How prepared do you feel for a hazard event?

- ☐ Not at all prepared
- ☐ Somewhat prepared
- ☐ Prepared
- ☐ Very prepared

### **MITIGATION ACTIONS**

9. What types of mitigation actions should have the highest priority?

- ☐ Local plans and regulations
- ☐ Structure and infrastructure projects
- ☐ Natural Systems Protection
- ☐ Public Education and Awareness Programs

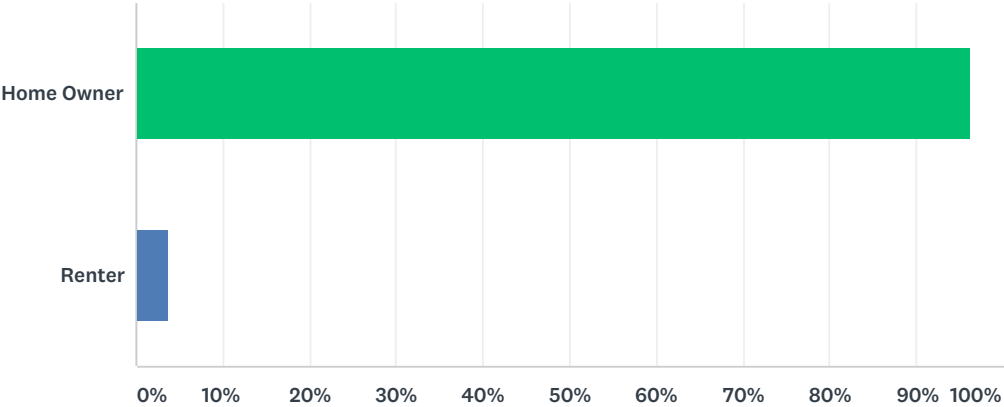
### **FUTURE UPDATES**

10. If you would like to receive any additional information on the hazard mitigation planning process, please provide your email address:

**THANK YOU FOR YOUR PARTICIPATION!**

Q1 As a Resident within the unincorporated area of Baldwin County, are you a homeowner or renter?

Answered: 52   Skipped: 1

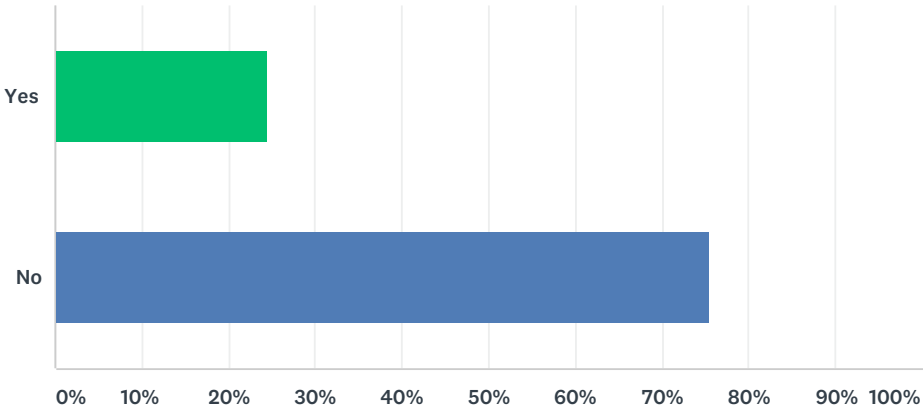


ANSWER CHOICES		RESPONSES	
Home Owner		96.15%	50
Renter		3.85%	2
TOTAL			52



Q2 Do you have flood insurance?

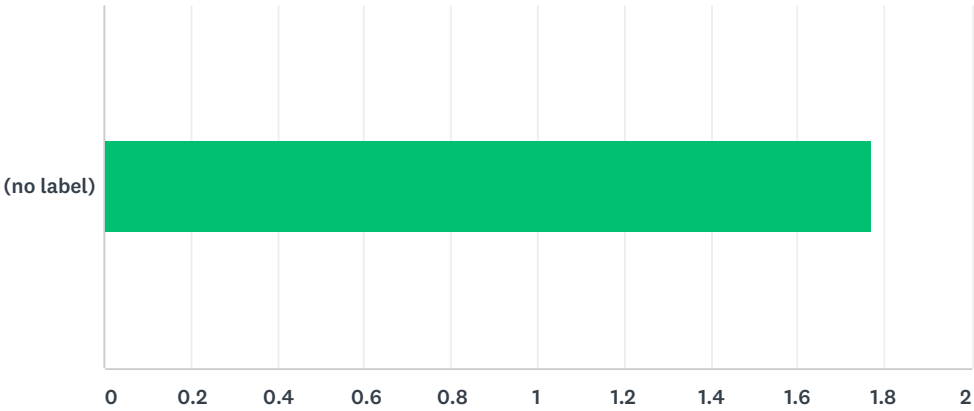
Answered: 53 Skipped: 0



ANSWER CHOICES		RESPONSES	
Yes		24.53%	13
No		75.47%	40
TOTAL			53

Q3 Have you ever experienced or been impacted by a flood event?

Answered: 53    Skipped: 0



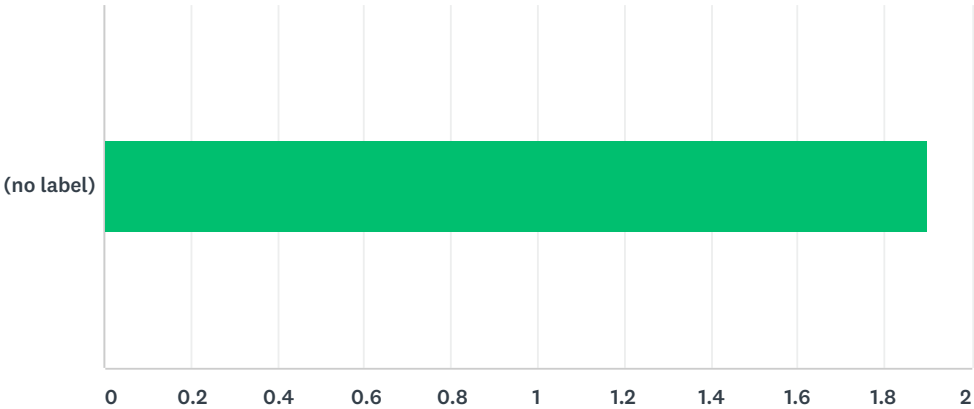
	YES	NO	TOTAL	WEIGHTED AVERAGE
(no label)	22.64% 12	77.36% 41	53	1.77

**Q4 If you have experienced flooding in the past, could you please provide the approximate date and event description?**

Answered: 15 Skipped: 38

Q5 How concerned are you about the possibility of being impacted by a future flood event?

Answered: 52 Skipped: 1

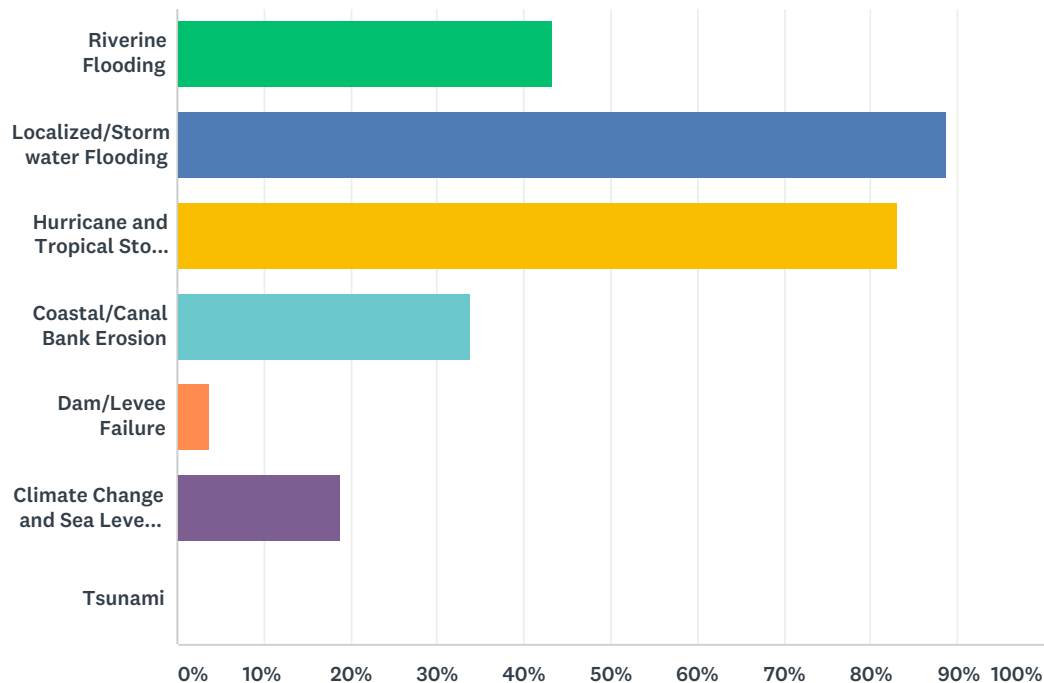


	NOT CONCERNED	SOMEWHAT CONCERNED	EXTREMELY CONCERNED	TOTAL	WEIGHTED AVERAGE
(no label)	28.85% 15	51.92% 27	19.23% 10	52	1.90

## Q6 What flood hazards do you feel pose a threat to Baldwin County?

Please check all that apply:

Answered: 53 Skipped: 0



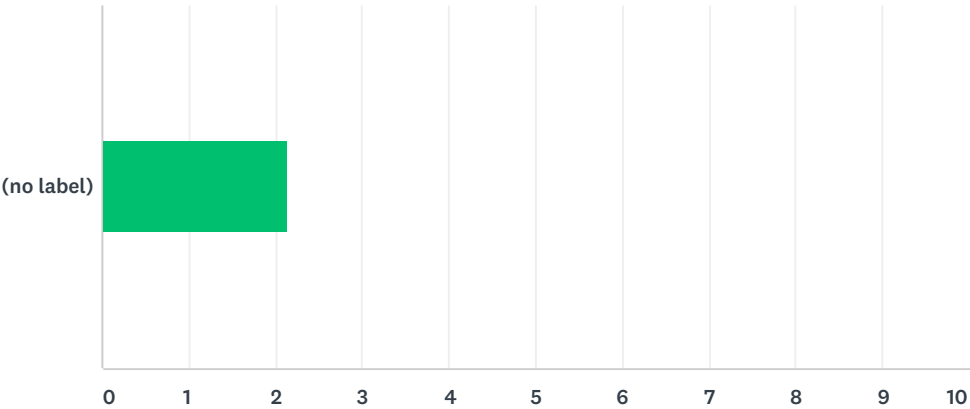
ANSWER CHOICES	RESPONSES	
Riverine Flooding	43.40%	23
Localized/Stormwater Flooding	88.68%	47
Hurricane and Tropical Storms (including storm surge)	83.02%	44
Coastal/Canal Bank Erosion	33.96%	18
Dam/Levee Failure	3.77%	2
Climate Change and Sea Level Rise	18.87%	10
Tsunami	0.00%	0
Total Respondents: 53		

**Q7 Is there another flood-related hazard, not listed above, that you think is a threat to Baldwin County? Please explain:**

Answered: 14   Skipped: 39

Q8 How prepared do you feel for a flood hazard event?

Answered: 52    Skipped: 1

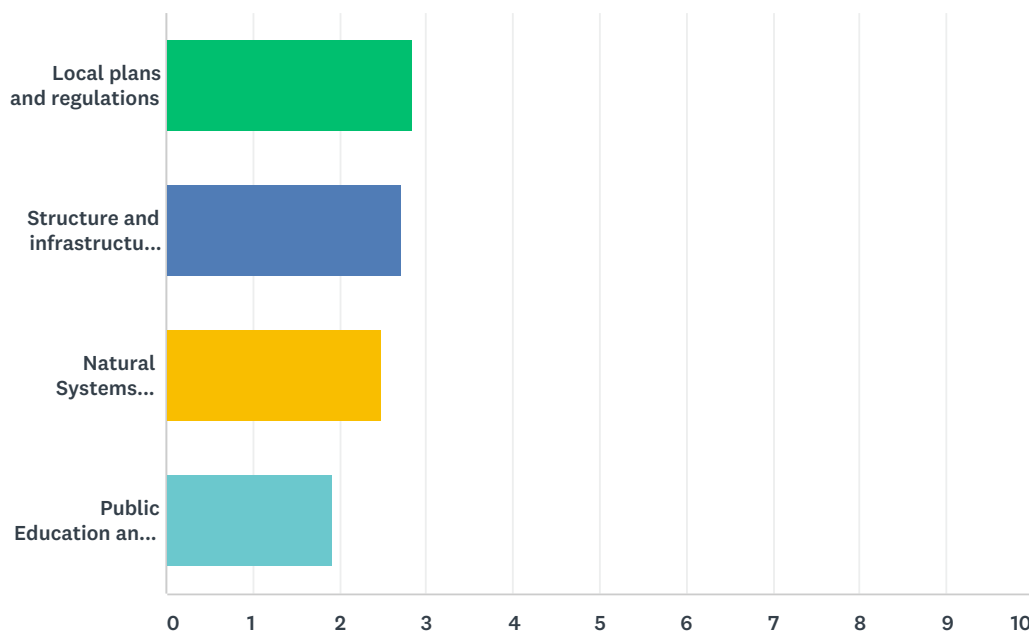


	NOT AT ALL PREPARED	SOMEWHAT PREPARED	PREPARED	VERY PREPARED	TOTAL	WEIGHTED AVERAGE
(no label)	21.15% 11	51.92% 27	19.23% 10	7.69% 4	52	2.13



## Q9 Which type of mitigation actions do you feel should have the highest priority?

Answered: 52 Skipped: 1



	1	2	3	4	TOTAL	SCORE
Local plans and regulations	32.00% 16	28.00% 14	32.00% 16	8.00% 4	50	2.84
Structure and infrastructure projects	28.85% 15	30.77% 16	23.08% 12	17.31% 9	52	2.71
Natural Systems Protection	20.00% 10	28.00% 14	34.00% 17	18.00% 9	50	2.50
Public Education and Awareness Programs	17.31% 9	13.46% 7	13.46% 7	55.77% 29	52	1.92

**Q10 If you would like to receive additional information on the flood hazard management planning process, please provide your contact information:**

Answered: 16   Skipped: 37

ANSWER CHOICES	RESPONSES	
Name	100.00%	16
Company	0.00%	0
Address	93.75%	15
Address 2	0.00%	0
City/Town	100.00%	16
State/Province	100.00%	16
ZIP/Postal Code	93.75%	15
Country	0.00%	0
Email Address	100.00%	16
Phone Number	93.75%	15



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23 hrs ·

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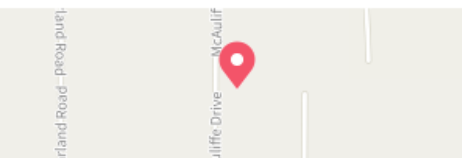
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August 8 at 5:50 PM ·

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@BaldwinEMA · Aug 8

Baldwin County Commission is in the process of updating the Flood Hazard Management Plan to better protect the people and property of Baldwin County from the effects of flood hazard events. Please take a moment to answer this short survey. Thank you! [surveymonkey.com/r/5PHJDDC](https://surveymonkey.com/r/5PHJDDC)

1

2

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# ALABAMA HISTORICAL COMMISSION

468 South Perry Street  
P.O. Box 300900  
Montgomery, Alabama 36130-0900  
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones  
Executive Director  
State Historic Preservation Officer

September 20, 2018

Mike Howell  
Baldwin County Commission  
Office of Building Official  
201 East Section Avenue  
Foley, Alabama 36535

Re: AHC 2018-1255  
Baldwin County Flood Hazard Management Plan Update  
Baldwin County

Dear Mr. Howell:

Thank you for the information regarding the above-referenced project. It appears that some potential actions could affect historic properties. We recommend incorporating Section 106 review into your plans at an early stage.

Please note that under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 306108), as codified in 36 CFR Part 800, it is the legal responsibility of the lead federal permitting agency to initiate the Section 106 Consultation Process, to determine the area of potential effect, identify historic properties within the APE, and to make a determination of effect to historic properties, if they exist. Upon receipt of this information from the federal agency, we can respond with specific comments.

We appreciate your commitment to helping us preserve Alabama's historic archaeological and architectural resources. Should you have any questions, please contact Amanda McBride at 334.230.2692 or [Amanda.McBride@ahc.alabama.gov](mailto:Amanda.McBride@ahc.alabama.gov). Have the AHC tracking number referenced above available and include it with any future correspondence.

Sincerely,

Lee Anne Wofford  
Deputy State Historic Preservation Officer

LAW/AMH/amh

# Baldwin County

## Flood Hazard Management Plan Update

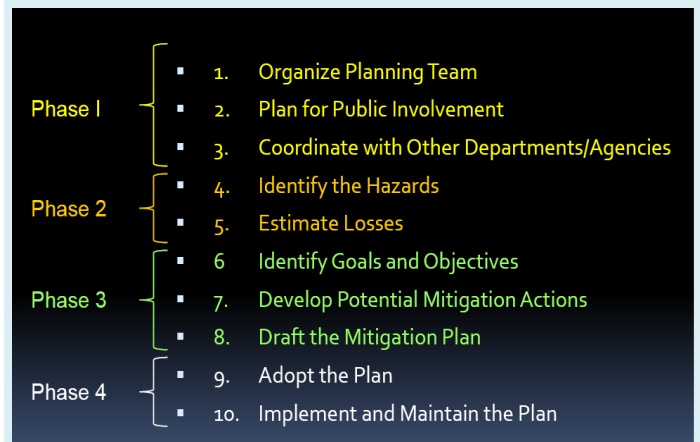
Baldwin County is updating the existing Flood Hazard Management Plan to better protect the people and property of the unincorporated areas of Baldwin County from the effects of flood hazard events. The plan will be updated pursuant to the requirements of the National Flood Insurance Program (NFIP) Community Rating System (CRS). Participation in CRS provides flood insurance premium rate reductions to policyholders in Baldwin County in recognition of the fact that the County implements activities that exceed the minimum NFIP requirements and is working towards the three goals of the CRS:

- Reduce and avoid flood damage to insurable property;
- Strengthen and support the insurance aspects of the NFIP; and
- Foster comprehensive floodplain management.

### What Is a Flood Hazard Management Plan?

A flood hazard management plan is the result of a planning process to determine how to reduce or eliminate the loss of life and property damage resulting from flood hazards. This plan will address a comprehensive list of flood hazards including riverine and coastal flooding, hurricanes and tropical storms,

dam failure, coastal erosion and sea level rise. The plan will assess the likely impacts of these hazards to the unincorporated areas of Baldwin. This planning process is structured around four phases: Phase 1: Planning Process, Phase 2: Risk Assessment, Phase 3: Mitigation Strategy, and Phase 4: Plan Maintenance. These four phases are further broken down into 10 steps, shown in the box above.



### Why is it Important to Me?

It is important for citizens to become involved in flood hazard management planning in their community. The planning team needs your input on the types of hazards that are your priority concern. Your opinion on ways to prevent or lessen the impacts of hazards is also valuable input for the planning team.

### What Can I do to Participate?

- ▶ An update on the flood hazard management planning process will be presented at the Baldwin County Local Emergency Planning Committee Meeting to get input from the public and stakeholders on potential mitigation actions:  
**10:30am Monday, September 17, 2018**  
**Foley Civic Center**  
**407 East Laurel Avenue, 36536**

### Planning Status

The planning team has completed Phase 2: Assess Risks. The planning team has assessed the likely impacts of the identified flood hazards to the unincorporated areas of Baldwin and developed problem statements for each hazard to assist in the update and development of mitigation strategies.

### Implementation of the Plan is the Ultimate Goal!

The ultimate goal of this planning process is implementation of mitigation actions that will prevent or lessen the impacts of hazards to people and property in your community. An example is living breakwaters, or artificial reefs, which reduce the effects of storm surge and coastal erosion by absorbing wave energy during storm events. As waves break on the structure, their energy is reduced, calming waters on the shoreward side of the breakwater and reducing the direct impacts to the shoreline.



Photo Source: Reef Innovations





# APPENDIX C

## MITIGATION ALTERNATIVES

---

The following information was presented to the HMPC as a handout during in Meeting #3 to identify and prioritize mitigation actions.

### Categories of Mitigation Actions

FEMA's publication *Developing the Mitigation Plan* emphasizes the following six categories of mitigation activities and examples:

**1. Prevention:** Administrative or regulatory actions/processes that influence the way land and buildings are developed and built.

- Building codes and enforcement
- Floodplain development regulations
- Open space preservation
- Stormwater management regulations

**2. Property Protection:** Actions that involve the modification of existing buildings or structures to protect them from a hazard or removal from the hazard area.

- Acquisition of hazard prone structures
- Construction of barriers around structures
- Elevation of structures
- Relocation out of hazard areas

**3. Public Education and Awareness:** Actions to inform and educate citizens, elected officials, and property owners about the hazards and potential ways to mitigation them.

- Public education and outreach programs
- Real estate disclosure
- Flood insurance
- Hazard Information Centers

**4 Natural Resource Protection:** Actions that, in addition to minimizing hazard losses, also preserve or restore the functions of natural systems.

- Best Management Practices (BMPs)
- Forest and vegetation management



- Hydrological Monitoring
- Urban forestry and landscape management

**5. Emergency Services:** Actions that protect people and property during and immediately after a disaster or hazard event. Protection of critical facilities

- Critical facilities protection
- Emergency response services
- Hazard warning systems
- Hazard threat recognition

**6. Structural Projects:** Actions that involve the construction of structures to reduce the impact of hazard.

- Channel maintenance
- Dam/reservoirs
- Levees/floodwalls
- Safe rooms/shelters

Not all of the mitigation actions presented to and/or discussed by the HMPC at Meeting #3 and the public open house became recommended action items. Action items may not have been considered to be cost-effective or support the community's goals. Additionally, action items may have lacked political support, constituent support, and funding. Action items not recommended or included in the priority list are presented in Table C.1. In addition, actions items identified in the *2000 Flood Hazard Management Plan for Baldwin County Unincorporated Areas* that have been completed or were not carried forward are presented in Table C.1.

**Table C.1. Alternative Mitigation Actions**

#	Action	Source	Status
1d	Complete the COE planning assistance drainage project and construct a demonstration regional drainage facility.	2000 Plan	Removed; This proposed mitigation action did not have a positive benefit-cost ratio and will not be pursued further.
1e	Locate and inventory all existing stormwater detention facilities in the unincorporated area.	2000 Plan	Removed; Baldwin County does not have legal authority to enforce maintenance of detention facilities on private land.
1f	Evaluate current annual drainage system maintenance program to determine its' effectiveness and propose program changes as necessary.	2000 Plan	The Highway Department continues to maintain infrastructure in Baldwin County.
1g	Research the feasibility of a storm water utility to maintain drainage facilities and pursue appropriate action.	2000 Plan	Removed; The storm water utility (Rain Tax) did not have public support.
1i	Seek legislative authority to prepare and adopt stormwater management and erosion control regulations as recommended in the Baldwin County Erosion Control Decision Maker's Guide.	2000 Plan	Completed; Stormwater management and erosion control regulations are including in the local zoning ordinance: General Requirements <ul style="list-style-type: none"> <li>• Section 12.1.7 – Stormwater Management</li> <li>• Section 12.1.8 – Erosion Control</li> </ul> Design Standards <ul style="list-style-type: none"> <li>• Section 13.11 – Stormwater Management</li> </ul> Section 13.12 – Erosion Control
2c	Strengthen the Flood Damage Prevention Ordinance by incorporating zoning measures into the regulations as authorized by the Comprehensive Land-Use Management in Flood-Prone Areas Act of 1971 (Section 11-19-1 et seq. Code of Alabama).	2000 Plan	Removed; Baldwin County does not have legal authority to enforce landuse regulations in the unzoned areas of the County.
2e	Provide public infrastructure in flood hazard areas consistent with that needed to support the density and intensity of development established through land use plans adopted per actions c and d above.	2000 Plan	Completed; Baldwin County subdivision regulations include retention/detention design requirements for post-development discharge to be equal to or less than pre-development conditions for a 2, 5, 10, 25, 50 & 100 year storm event. Additionally, design standards for new road construction require culverts and bridges in the SFHA to carry the 100 year storm event; and outside of the SFTA to carry the 25-yr and 50-yr events, respectively.
3c	Implement ADID study recommendations including the recommendations to pursue the purchase and preservation of highly functioning wetlands and to encourage the participation in programs that may contribute to wetland conservation (i.e. National Conservation Wetland Grants, Forever Wild, Wetland Reserve Program, Conservation Reserve Program, and Partners for Fish and Wildlife).	2000 Plan	Completed; Wetlands bank in coordination with the Highway Department



#	Action	Source	Status
3d	Develop a countywide Wetlands Conservation Plan through comprehensive inventory and assessment of area wetland resources.	2000 Plan	Completed; The Baldwin County Wetland Conservation Plan was completed in 2005: <a href="http://www.bvaenviro.com/Public/Figg%20Wolf%20Bay%20GIS/Baldwin%20Potential%20Wetlands/2005-05-17_BCWCP_Final_Summary_Document.pdf">http://www.bvaenviro.com/Public/Figg%20Wolf%20Bay%20GIS/Baldwin%20Potential%20Wetlands/2005-05-17_BCWCP_Final_Summary_Document.pdf</a> Wetlands are currently mapped countywide and maintained by the GIS department and noted in the subdivision regulations.
4a	Develop a program to accept and maintain conservation easements.	2000 Plan	Completed; Conservation easements are included in the zoning regulations, Section 9.3.4.1; Section 11.4.3; and Section 11.5.5
4d	Complete the Baldwin County Parks, Public Access and Recreation Plan as Part 3 of the Baldwin County Master Plan.	2000 Plan	Completed; Parks and Recreation are addressed in Chapter 3 of the current 2013 Baldwin County Master Plan.
5d	Develop and maintain an environmentally sensitive land use matrix in conjunction with the GIS as recommended in the Baldwin County Erosion Control Decision Maker's Guide.	2000 Plan	Completed; As noted in 3d, wetlands are currently mapped countywide and maintained by the GIS department.
6e	Maintain computer database of all Elevation Certificates through computer software provided by FEMA.	2000 Plan	Completed; Elevation certificates are posted to the Baldwin County website: <a href="http://baldwincountyal.gov/docs/default-source/building-inspection/downloads---forms---certificates/elevation_certificate_fy_09-10.pdf?sfvrsn=4">http://baldwincountyal.gov/docs/default-source/building-inspection/downloads---forms---certificates/elevation_certificate_fy_09-10.pdf?sfvrsn=4</a>
	Consider large lot size restriction on flood prone areas designated on Flood Insurance Rate Maps.	HMPC Mtg #3	Not included; Zoning determines lot size.
	Examine regulatory options and feasibility of requiring open space areas for recreation, landscaping, and drainage control.	HMPC Mtg #3	Not included; no political/departmental support.

1 for staff?

2 COMMISSION MEMBER DEWANE HAYES: They're  
3 putting this up for sale; is that right, Celena?

4 MS. CELENA BOYKIN: That's correct, yes.

5 CHAIRMAN SAM DAVIS: Any other questions for  
6 staff?

7 (No response.)

8 CHAIRMAN SAM DAVIS: We'll close the public  
9 hearing at this point. Staff has recommended a  
10 recommendation of approval to the County Commission. Is  
11 there a motion to do so?

12 COMMISSION MEMBER DANIEL NANCE: Motion to  
13 approve.

14 CHAIRMAN SAM DAVIS: Okay. There is a motion  
15 to recommend approval to the County Commission. Is there  
16 a second?

17 COMMISSION MEMBER DEWANE HAYES: I'll second.

18 CHAIRMAN SAM DAVIS: Okay. There is a second.  
19 All in favor, say aye.

20 (Commission Members say "aye" in unison.)

21 CHAIRMAN SAM DAVIS: All opposed?

22 (No response.)

23 CHAIRMAN SAM DAVIS: Unanimous carry.  
24

25 9 - PUBLIC COMMENT: BALDWIN COUNTY FLOOD HAZARD MANAGEMENT PLAN

26 CHAIRMAN SAM DAVIS: All right. It looks like  
27 we're -- do we have something on floods?

28 MR. VINCE JACKSON: Yes, and I'll explain.

## BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 CHAIRMAN SAM DAVIS: Okay. It's the public  
2 comment section.

3 MR. VINCE JACKSON: Yes. This is a -- this is  
4 a public comment section. The staff has been working  
5 with a consultant, Wood Environment and Infrastructure  
6 Solutions, on a revision to the Baldwin County Flood  
7 Hazard Management Plan.

8 The previous plan was adopted in 2000. This plan  
9 actually should have been updated every five years, so  
10 we're a little bit behind. And this -- this slide  
11 explains why this is being done.

12 Baldwin County participates in the National Flood  
13 Insurance Program Community Rating System. And having  
14 fifty (50) repetitive loss properties, it's required that  
15 you have a Flood Hazard Management Plan.

16 This plan addresses flood hazards and was developed  
17 in accordance with the CRS requirements. This is a  
18 single jurisdiction plan that geographically covers only  
19 the unincorporated areas of the county. It does not have  
20 any bearing on the municipalities.

21 We must review and revise the plan to reflect  
22 changes in development progress and local mitigation  
23 efforts and changes in priority and resubmit it for  
24 approval within five years in order to continue to be  
25 eligible for mitigation project grant funding.

26 This plan has been prepared to meet that  
27 requirement. And this -- this has been prepared through  
28 a grant. This is also important for our CRS program, the

1 Community Rating System.

2 At one point, we had a Class 6. With our most  
3 recent cycle visit, we actually went to a Class 7. And  
4 this is to help us get back to a Class 6.

5 Under the Class 6, what that means is better flood  
6 insurance rates for the residents in the county that  
7 participate in the flood insurance program.

8 That is not a document that would normally be  
9 subject to review by the Planning Commission. But there  
10 is a requirement for public comment. And so what we  
11 wanted to do is use a scheduled public meeting as that  
12 opportunity.

13 This document has been available for a period of  
14 time on the Building Inspection website, so it has been  
15 available for public review. There was a committee that  
16 was put together to work to choose a consultant,  
17 recommend a consult to the Commission, and work with the  
18 consultant in preparing the plan.

19 So tonight we are having an opportunity for public  
20 comment, a public review prior to this plan being  
21 submitted to the County Commission for final adoption.

22 And that was why we had a sign-in sheet, so that we  
23 could get a record of the people who were here, Planning  
24 Commission Members, staff, public. You know, we wanted  
25 that record to provide to the County Commission.

26 This is not something that requires necessarily a  
27 recommendation from the Planning Commission, but it does  
28 serve an important purpose; and that is, getting --



## BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 meeting the requirements, making us eligible for project  
2 grant funding, but also improving our flood insurance  
3 rates, you know, which is a benefit to everyone  
4 throughout the county.

5 If you would like to make an informal recommendation  
6 of indorsement of the adoption of this plan, I think that  
7 would be welcome by the County Commission.

8 So those are all the comments that I have at this  
9 point. I will answer questions to the extent that I can.  
10 I was not actually part of the committee, but I think  
11 D. J. was. And, you know, she might be able to elaborate  
12 on some things.

13 But this is an opportunity for public comment. At  
14 this point, we'll answer any questions.

15 CHAIRMAN SAM DAVIS: Vince, is this just  
16 bringing the County's plan up to current spec's?

17 MR. VINCE JACKSON: Yes, yes.

18 ATTORNEY DAVID CONNER: And as Vince -- Vince  
19 mentioned, on these types of applications and grants,  
20 there has to be a certain number of public hearings that  
21 are held.

22 There's no specific action necessarily required by  
23 the Planning Commission. But because we have a court  
24 reporter that's present to take information and receive  
25 public comments, all public comments can be reviewed as  
26 part of the planning and adoption process prior to  
27 adoption by the County Commission.

28 MR. VINCE JACKSON: That's correct. And one

1 thing that we had available also on the Building  
2 Inspection website, there is actually a form where people  
3 can go in online and make comments. So if -- if anyone  
4 has made comments by that means, that information will be  
5 provided to the County Commission as well.

6 CHAIRMAN SAM DAVIS: I certainly think it's a  
7 good idea for the County to keep the flood policy updated  
8 to provide the best coverage at the lowest cost to  
9 citizens that are in flood zone areas.

10 MR. VINCE JACKSON: Yes, sir. Our next cycle  
11 visit will be in 2020. And so we're hoping, with this  
12 new plan in place, that will give us more points, and  
13 we'll able to achieve the Class 6.

14 CHAIRMAN SAM DAVIS: Anyone else want make any  
15 comments as to your personal feelings on this?

16 COMMISSION MEMBER DANIEL NANCE: Just a  
17 question: How quickly would we move from a 7 to a 6?  
18 Have we got to wait until 2020, or is that immediate?

19 MR. VINCE JACKSON: It would be -- it would --  
20 our -- our next cycle visit is -- is -- some of it will  
21 be late 2020. I think usually it takes place in  
22 December.

23 And there is a period of time after that where --  
24 where the representatives have to review all of the  
25 information that's submitted and determine how everything  
26 stacks up against the points that are awarded in the  
27 various categories.

28 So it takes a little while. The only way that it

## BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019

1 could happen faster than that would be to ask for a  
2 revision before 2020, but that would take some time. And  
3 so, really, the best-case scenario right now would  
4 probably be 2021.

5 CHAIRMAN SAM DAVIS: Any other questions or  
6 comments for Vince?

7 COMMISSION MEMBER DEWANE HAYES: Vince, if we  
8 happen to have a hurricane this year, would that slow  
9 this plan of action down?

10 MR. VINCE JACKSON: I don't think so.

11 CHAIRMAN SAM DAVIS: If there are no other  
12 questions Vince, we'll open the public hearing at this  
13 point. There's no one signed up to speak for or against  
14 or make any comments. But I'll make that available to  
15 the audience at this point.

16 If anyone here wishes to make a comment, you can do  
17 so now. Is there anyone out there wishing to make a  
18 comment?

19 (No response.)

20 CHAIRMAN SAM DAVIS: Okay. We'll close the  
21 public hearing at this point, being no further comments  
22 on that. We'll go to old business.

23 MR. VINCE JACKSON: Would you like to make a  
24 recommendation to the County Commission?

25 CHAIRMAN SAM DAVIS: Would anyone care to make  
26 that recommendation?

27 COMMISSION MEMBER KEVIN MURPHY: I make a  
28 motion that the Planning Commission make a recommendation

1 to the County Commission to continue to approve this  
2 plan.

3 CHAIRMAN SAM DAVIS: Okay. There's --

4 COMMISSION MEMBER DEWANE HAYES: I'll second.

5 CHAIRMAN SAM DAVIS: -- a motion to recommend  
6 and a second. All in favor, say aye.

7 (Commission Members say "aye" in unison.)

8 CHAIRMAN SAM DAVIS: All opposed?

9 (No response.)

10 SAM DAVIS: The recommendation is unanimous.

11 MR. VINCE JACKSON: Thank you.

12  
13 10 - OLD BUSINESS

14 CHAIRMAN SAM DAVIS: Move to old business. Any  
15 old business?

16 MR. VINCE JACKSON: No old business.

17  
18 11 - NEW BUSINESS

19 CHAIRMAN SAM DAVIS: Any new business?

20 MR. VINCE JACKSON: I have just a couple things  
21 to mention. This is -- There have been some discussions.  
22 This is real preliminary at this point, but we're having  
23 discussions about live streaming the Planning Commission  
24 meetings. I think that's something that the County  
25 Commissioners would like to see us do.

26 We used to televise the meetings a number of years  
27 ago. They were -- they were -- they were taped and then  
28 broadcast later in the same way as County Commission

# MEETING SIGN-IN SHEET

<b>Project:</b>	Baldwin County Floodplain Mgmt. Plan	<b>Meeting Date:</b>	1/3/2018 6:00 p.m.
<b>Facilitator:</b>	Baldwin County Planning and Zoning	<b>Place/Room:</b>	Baldwin County Central Annex

Name	Name		
1 Laurie Rumbaugh	20 Jennifer Fortch	39	
2 OG Hart	21 Sam	40	
3 Sever Adams	22 Sam Boh	41	
4 Roe Collins	23 David Bolton	42	
5 Sally A. Wall	24 David J. Co	43	
6 Sam	25 Africa Branning	44	
7 Arthur S. Oken	26 Joyce Leavell	45	
8 Celine Bay	27	46	
9 Elizabeth J. Brown	27	47	
10 Bill J. Underwood	29	48	
11 Vince Jackson	30	49	
12 MD	31	50	
13 DWT	32	51	
14 Linda D. Lee	33	52	
15	34	53	
16	35	54	
17	36	55	
18	37	56	
19	38	57	

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Baldwin County

Flood Hazard Management Plan

01/03/2019

Motion: TO RECOMMEND THE COUNTY COMMISSION APPROVE

Made by: KEVIN MURPHY

Motion Seconded by: DEWANE HAYES

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Sam Davis*	-	-
Dewane Hayes	X	
Kevin Murphy	X	
Arthur Oken	X	
Daniel Nance	X	
Doug Thomas	X	
Bonnie Lowry	A	A
Brandon Bias	A	A

*\*The Chairman only votes in the event of a tie.*

*MOTION CARRIES ON A VOTE OF 5-0*



**FEMA**

April 04, 2019

Mr. Michael Johnson  
Emergency Management Coordinator  
Alabama Emergency Management Agency  
Post Office Drawer 2160  
Clanton, Alabama 35046-2160

Reference: Flood Mitigation Plan: Baldwin County

Dear Mr. Johnson:

This is to confirm that we have completed a Federal review of the draft Baldwin County Flood Mitigation Plan for compliance with the Federal hazard mitigation planning requirements contained in 44 CFR §78.5, revised as of October 1, 2007.

We have determined that the Baldwin County Flood Mitigation Plan is now compliant with Federal requirements, subject to formal community adoption. Upon submittal of a copy of documentation of the adoption resolution(s) to our office, we will issue formal approval of the Baldwin County Flood Mitigation Plan. Please have Baldwin County submit a final copy of their Plan, without draft notations and track changes.

If you or the Baldwin County have any questions or need any additional information, please do not hesitate to contact Angelika Phillips, of the Hazard Mitigation Assistance Branch, at (770) 220-8786 or Jessica Gibson, of my staff, at (770) 220-5591.

Sincerely,

Kristen M. Martinenza, P.E., CFM  
Branch Chief  
Risk Analysis  
FEMA Region IV





# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1222, **Version:** 1

**Item #:** G3

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Vince Jackson, Planning Director

**Submitted by:** Vince Jackson, Planning Director

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### ITEM TITLE

Discussion of Proposed Zoning Text Amendments and Master Planning Efforts

### STAFF RECOMMENDATION

Discuss proposed zoning text amendments and master planning efforts with the Planning Staff and provide direction for future action.

### BACKGROUND INFORMATION

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

**Background:** The Planning and Zoning staff has drafted a series of proposed zoning text amendments which are primarily intended to address issues which have arisen in the Fort Morgan area (Planning District 25). These issues include parking, the applicability of the HDR, High Density Residential District, Dune Walkovers, Planning Considerations in the Coastal High Hazard Area and Flood Hazard Areas, and building height limitations in terms of the maximum number of habitable stories. While the listed issues have direct applicability to Planning District 25, some, such as the Planning and Zoning Considerations in the Coastal High Hazard Area and Flood Hazard Areas could be applied in other zoned Planning Districts, as well as providing a starting point for Master Plan updates. Others, such as the restoration of building height limitations based on the number of habitable stories will be applicable to all residential zoning districts if an amendment is approved.

The staff would like to discuss the proposed amendments with the County Commissioners and receive direction for future action. If the Commissioners should see fit to authorize the staff to commence the amendment process, staff will begin advertising the proposed amendments for future Planning Commission and County Commission meetings.

Copies of the proposed amendments are attached to the agenda item for the convenience of the Commissioners. New language is underlined and highlighted in red.

### FINANCIAL IMPACT

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Planning and Zoning Department

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Prepare additional text amendment language as directed and prepare proposed amendments for advertising and submission to the Baldwin County Planning and Zoning Commission and the Baldwin County Commission.

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

## 2.3.25 *Planning District 25. (DRAFT)*

### 2.3.25.1 Effective Date

On June 19, 1992, a majority of qualified electors in Planning District 25 voted to institute County Zoning. On November 16, 1993, the County Commission adopted the Planning District 25 Zoning Map and Ordinances.

### 2.3.25.2 District Boundaries

A legal description of the boundaries for Planning District 25 may be found under Appendix A.

### 2.3.25.3 Local Provisions for Planning District 25

(a) Multiple family buildings in the “RMF-6, Multiple Family” district may be erected to a maximum height of seven (7) habitable stories. The required side yards shall be increased by 4-feet for each additional story over two (2) habitable stories. The maximum impervious surface ratio shall not exceed .50.

(b) No PRD development is allowed to exceed maximum height requirements by more than 10-feet or 1 story.

(c) Off-street Parking.

As a supplement to Section 15.2, Parking Schedule, the following off-street parking requirements shall be applicable to single family dwellings and two-family dwellings:

1. Up to Four (4) Bedrooms: Two (2) spaces per dwelling unit.
2. Up to Six (6) Bedrooms: Three (3) spaces per dwelling unit.
3. Seven (7) Bedrooms and more: Four (4) spaces per dwelling unit, plus one (1) additional space per dwelling unit for every bedroom over eight (8).
4. Parking spaces shall not be stacked.

(d) HDR, High Density Residential District, shall not be available in Planning District 25.

(e) Dune Walkovers.

1. As used in this section, the following definition shall apply:

Dune walkover. A raised walkway constructed for the purpose of protecting the beach and dune system between mean high tide and the construction control (CCL) line from damage that may result from anticipated pedestrian traffic to the beach, and which is no more than six (6) feet in width for multiple family/commercial/public structures, no more than four (4) feet in width for single family/two family structures, constructed without roof or walls, elevated at least one (1) foot above the dune, and extends seaward of the seaward vegetation line.

2. Land Use Certificate.

- A. A land use certificate which meets the requirements of Section 18.2, as well as the standards found herein, shall be submitted to and approved by the Zoning Administrator, or his/her designee, prior to the issuance of a building permit.
- B. A recent survey showing the location, size and alignment of all proposed structures and the ADEM CCL and property lines shall be submitted along with the required land use certificate application. Said survey shall be prepared and stamped by a Professional Land Surveyor registered in the State of Alabama.

3. A dune walkover shall be constructed to the following standards:

- A. There shall be no more than one (1) dune walkover per parcel.
- B. Dune walkovers shall begin at the existing ground level elevation of the principal landward structure.
- C. The maximum width of the dune walkover structure shall be no more than four (4) feet for single family/two family structures and no more than six (6) feet for multiple family/commercial/public structures. Maximum widths shall be applicable to all sections of the dune walkover structure, including but not limited to steps, ramps, landings and decks.
- D. The minimum elevation from the bottom of floor joists of the dune walkover shall be no less than one (1) foot and no more than three (3) feet above the maximum elevation of the dune system being traversed.
- E. No vertical or horizontal structures shall be allowed above thirty-eight (38) inches from the walking surface, i.e., roofs, walls, pergolas, etc.
- F. Handrails, if any, shall be no higher than thirty-six (36) to thirty-eight (38) inches above the walking service for Single and Two Family Dwellings.

- G. The dune walkover shall terminate ten (10) feet seaward of the vegetative line of the dune.
  - H. The location and length of the dune walkover is to be coordinated through and approved by the delegated authority of the Alabama Department of Environmental Management (ADEM) and the U.S. Fish and Wildlife Service.
- (f) Planning and Zoning Considerations in the Coastal High Hazard Area and Flood Hazard Areas in Planning District 25 (Fort Morgan).
1. Purpose:
    - A. Fort Morgan contains areas of significant natural beauty, history and unique wildlife. With such assets comes unique vulnerabilities. These vulnerabilities include, but are not limited to, tropical storm damage, flooding, wetland habitat, protected or endangered species, Native American archeological sites and National Historic Landmarks. Further, Act 2015-411, which amends Act 91-719, requires "In performing its functions related to planning and zoning, the Baldwin County Planning and Zoning Commission and the Baldwin County Commission shall specifically consider the historical nature of existing development within the Fort Morgan District, the historical and environmental character of the district, and the unique needs of the district related to hurricane safety and infrastructure for potential evacuation."
    - B. The most imminent threat is to property and lives subject to tropical storm events. The Coastal High Hazard Area (CHHA) is an area particularly vulnerable to the effects of damage from tropical storm events. The CHHA contains the most vulnerable areas of Fort Morgan and thus protection and oversight is needed and justified to protect future populations and property.
  2. Objectives of these considerations in the Coastal High Hazard Area (CHHA) and Flood Hazard Area (FHA) are to:
    - A. Limit the amount of infrastructure, both private and public in the Coastal High Hazard Area (CHHA)
    - B. Limit the magnitude of public loss and mitigation of private loss and investment
    - C. Increase the degree of protection to private property and lives of residents and visitors in storm events
    - D. Reduce the risk and exposure of lives and property during storm events

### 3. Coastal High-Hazard Area Defined:

The Coastal High-Hazard Area (CHHA) of Baldwin County is: “the area below the elevation of the Category 1 Storm Surge Line as established by a Sea, Lake, and Overland Surges from Hurricane (SLOSH) computerized storm surge model.” Baldwin County will use the CHHA Map, provided by National Oceanic and Atmospheric Administration (NOAA), as the delineation of the CHHA and will use the most current SLOSH model to maintain the map. Additionally, in the interest of public safety regarding ingress and egress from and through said hazard areas, any “enclaves” which are not located in either the flood zone or Category 1 storm surge areas, but are surrounded by such hazard areas, will be considered as part of the Coastal Hazard Area. The CHHA Map is attached herein as attachment “A”. Because the boundaries of the CHHA are subject to change, site design and building typology in the CHHA will be based on the CHHA line in effect at the time of development. In addition to the CHHA, areas subject to this consideration also are V-Zones<sup>1</sup> and Coastal Barrier Resources System<sup>2</sup> (CBRS) areas as indicated on the FEMA Flood Maps.

<http://noaa.maps.arcgis.com/apps/MapSeries/index.html?appid=d9ed7904dbec441a9c4dd7b277935fad&entry=1>

<https://alabamaflood.com/map>

### 4. Rezoning Considerations in the Coastal High Hazard Area of Fort Morgan:

Increases in density and intensity through rezoning's or similar land use changes in the Coastal High Hazard Area (CHHA) in Fort Morgan are prohibited.

---

<sup>1</sup> According to FEMA and the National Flood Insurance Program, any building located in an A or V zone is considered to be in a Special Flood Hazard Area, and is lower than the Base Flood Elevation. V zones are the most hazardous of the Special Flood Hazard Areas. V zones generally include the first row of beachfront properties. The hazards in these areas are increased because of wave velocity - hence the V designation. Flood insurance is mandatory in V zone areas.

<sup>2</sup> The Coastal Barrier Resources Act (CBRA) of 1982 established the John H. Chafee Coastal Barrier Resources System (CBRS), a defined set of coastal barrier units located along the Atlantic, Gulf of Mexico, Great Lakes, Puerto Rico, and U.S. Virgin Island coasts. These areas are delineated on a set of maps that are enacted into law by Congress and maintained by the Department of the Interior through the U.S. Fish and Wildlife Service (Service). Most new Federal expenditures and financial assistance are prohibited within the CBRS. The prohibition that is most significant to homeowners and insurance agents is the denial of Federal flood insurance through the National Flood Insurance Program (NFIP) for new or substantially improved structures within the CBRS. CBRA does not prevent development, and it imposes no restrictions on development conducted with non-Federal funds. Congress enacted CBRA to minimize the loss of human life, wasteful Federal expenditures, and the damage to natural resources associated with coastal barriers.

5. Rezoning Considerations in Flood Hazard Areas of Fort Morgan:

Increases in density and intensity through rezoning's or similar land use changes in the Flood Hazard Areas (FHA) in Fort Morgan should be limited to low density single family uses.

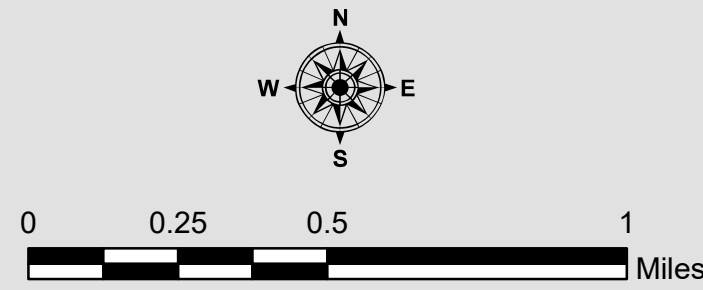
<https://alabamaflood.com/map>

6. Development Exemptions and Clustering

Lots of record, as defined by the Baldwin County Subdivision Regulations, may be developed in accordance with subdivision regulations. When properties contain either CHHA or FHA areas, clustering of development through Planned developments, away from areas of highest hazard exposure is strongly encouraged. Lands outside the clustered development should be set aside through conservation easements or similar methods of preservation.



# PLANNING DISTRICT 25 FLOOD HAZARD AREA & COASTAL HIGH HAZARD AREA



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 matter or form. For more information concerning this map call 251.580.1655.

**Legend**

Coastal High Hazard Area

Flood\_Hazard\_Area\_in\_PD\_25

Gulf Beach Overlay District

Planning Districts

Tax Parcel

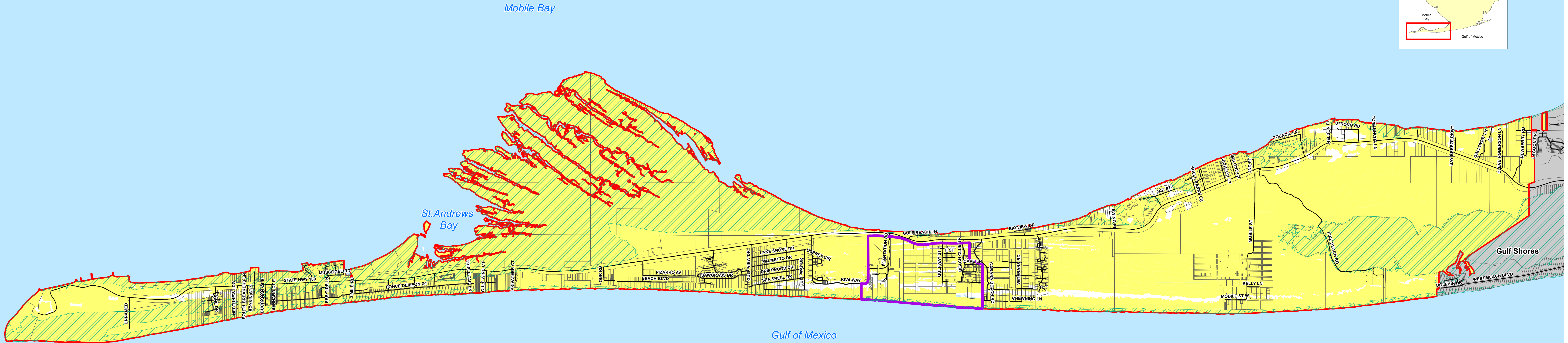
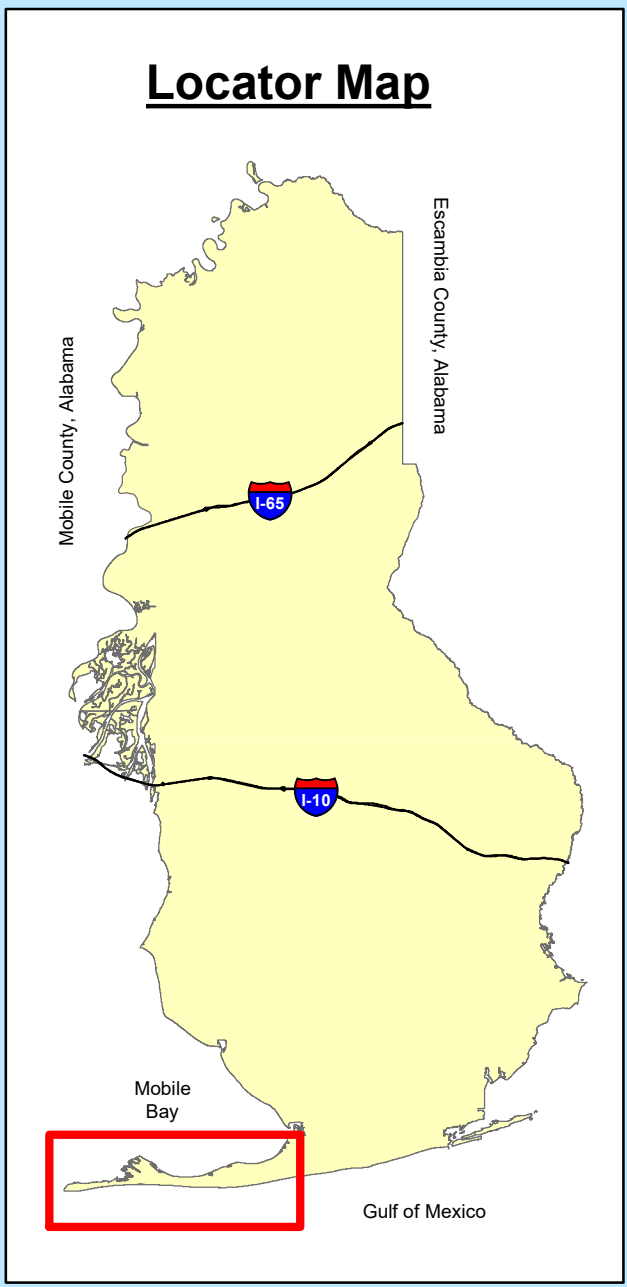
City Limits

911 STREETS

COUNTY MAINTAINED

ASPHALT

GRAVEL/DIRT



## **Article 4 Residential Districts**

### **Section 4.1 RSF-E, Residential Single Family Estate District**

4.1.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

4.1.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Agricultural uses.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.1.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.1.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.1.5 *Area and dimensional ordinances.* Except as provided by Section 2.3: *Establishment of Zoning in Planning Districts*, Section 12.4: *Height Modifications*, Section 12.5: *Yard Requirements*, Section 12.6: *Coastal Areas*, Section 12.8: *Highway Construction Setbacks*, Section 18.6 *Variances*, and Article 20: *Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

## **Section 4.2 RSF-1, Single Family District**

**4.2.1 Generally.** This zoning district is provided to afford the opportunity for the choice of a low density residential environment consisting of single family homes on large lots.

**4.2.2 Permitted uses.** Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

**4.2.3 Conditional uses.** Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

**4.2.4 Special exception.** Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

**4.2.5 Area and dimensional ordinances.** Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*,



Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

## **Section 4.3 RSF-2, Single Family District**

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.3.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.3.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.3.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8:*

*Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35



## **Section 4.4 RSF-3, Single Family District**

4.4.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.4.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.4.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.4.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.4.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8:*

*Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	10,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

## **Section 4.5      RSF-4, Single Family District**

4.5.1 *Generally.* This zoning designation is provided to afford the opportunity for the choice of a moderate density residential development consisting of single family homes.

4.5.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.5.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.5.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.5.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8:*

*Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area per Dwelling Unit	7,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

## **Section 4.6 RTF-4, Two Family District**

4.6.1 *Generally.* The intent of this zoning designation is to provide the opportunity for two family residential development.

4.6.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Two family dwellings.
- (e) Single family dwellings including manufactured housing and mobile homes.
- (f) Accessory structures and uses.
- (g) The following institutional use: church or similar religious facility.

4.6.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.6.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.6.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*,

Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	4 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	7,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Ground Coverage Ratio	.35

## **Section 4.7 RSF-6, Single Family District**

**4.7.1 Generally.** This zoning designation is provided to afford the opportunity for the choice of a high density residential development consisting of single family homes.

**4.7.2 Permitted uses.** Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

**4.7.3 Conditional uses.** Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

**4.7.4 Special exceptions.** Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following local commercial use: bed and breakfast or tourist home. (See *Section 13.11: Bed and Breakfast Establishments*).
- (b) Boarding house, rooming house, lodging house, or dormitory.
- (c) Fraternity or sorority house.



4.7.5 *Area and dimensional ordinances.* Except as provided by Section 2.3: *Establishment of Zoning in Planning Districts*, Section 12.4: *Height Modifications*, Section 12.5: *Yard Requirements*, Section 12.6: *Coastal Areas*, Section 12.8: *Highway Construction Setbacks*, Section 18.6 *Variances*, and Article 20: *Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area per Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

## **Section 4.8 RTF-6, Two Family District**

4.8.1 *Generally.* The intent of this zoning designation is to provide the opportunity for two family residential development.

4.8.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Two family dwellings.
- (e) Single family dwellings including manufactured housing and mobile homes.
- (f) Accessory structures and uses.
- (g) The following institutional use: church or similar religious facility.

4.8.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.8.4 *Special exceptions.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following local commercial use: bed and breakfast or tourist home. (see *Section 13.11: Bed and Breakfast Establishments*).
- (b) Boarding house, rooming house, lodging house, or dormitory.

(c) Fraternity or sorority house.

4.8.5 *Area and dimensional ordinances.* Except as provided by Section 2.3: *Establishment of Zoning in Planning Districts*, Section 12.4: *Height Modifications*, Section 12.5: *Yard Requirements*, Section 12.6: *Coastal Areas*, Section 12.8: *Highway Construction Setbacks*, Section 18.6 *Variances*, and Article 20: *Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area per Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

## **Section 4.9 RMF-6, Multiple Family District**

4.9.1 *Generally.* The intent of this zoning designation is to provide the opportunity for multiple family residential development.

4.9.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Multiple family dwellings.
- (e) Two family dwellings.
- (f) Single family dwellings including manufactured housing and mobile homes.
- (g) Accessory structures and uses.
- (h) The following institutional use: church or similar religious facility.

4.9.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.

4.9.4 *Special exceptions.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

- (b) Boarding house, rooming house, lodging house, or dormitory.
- (c) Fraternity or sorority house.

4.9.5 *Area and dimensional ordinances (single family and two family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

4.9.6 *Area and dimensional ordinances (multiple family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>3</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

4.9.7 *Townhouses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts, Section 12.4: Height Modifications, Section 12.5: Yard Requirements, Section 12.6: Coastal Areas, Section 12.8: Highway Construction Setbacks, Section 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards 10-Feet	(exterior wall side yards)
Maximum Density	6 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

## **Section 4.10 HDR, High Density Residential District**

4.10.1 *Generally.* The intent of this zoning designation is to provide the opportunity for multiple family residential development, including apartments, condominiums, duplexes and townhouses, in a high density setting.

4.10.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) Extraction or removal of natural resources on or under land.
- (b) Water well (public or private).
- (c) Silviculture.
- (d) Multiple family dwellings (apartments and condominiums).
- (e) Two family dwellings.
- (f) Townhouses.
- (g) Single Family Dwellings.
- (h) Accessory structures and uses.
- (i) Church or similar religious facility.

4.10.3 *Conditional uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) Country club.

4.10.4 *Area and dimensional ordinances (single family and two family).* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.



Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	6,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

4.10.5 *Area and dimensional ordinances (multiple family)*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	50
<u>Maximum Height in Habitable Stories</u>	<u>4</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	25-Feet
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area	22,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.80

4.10.6 *Townhouses*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
<u>Maximum Height in Habitable Stories</u>	<u>2 1/2</u>
Minimum Front Yard	25-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	10-Feet (exterior wall side yards)
Maximum Density	12 Dwelling Units per Acre
Minimum Lot Area/Dwelling Unit	2,500 Square Feet
Minimum Lot Width at Building Line	25-Feet
Minimum Lot Width at Street Line	25-Feet
Maximum Ground Coverage Ratio	.80

4.10.7 *Open space requirement.* A minimum of 10% of the gross land area developed under the HDR designation shall be set aside as permanent open space to include amenities, common areas and recreation facilities.

4.10.8 *Lighting standards.* The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward properties designated single family residential, which are located within 200-feet of the source of the light.

4.10.9 *Landscaping and buffering.* All HDR, High Density Residential District, properties shall meet the requirements of *Article 17: Landscaping and Buffers*.

4.10.10 HDR, High Density Residential District, shall not be available in Planning District 25.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1165, **Version:** 1

**Item #:** H1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Brian Peacock, CIS Director

**Submitted by:** Brian Peacock, CIS Director

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### ITEM TITLE

Discussion and Demonstration from Tyler Technologies on Software and Services

### STAFF RECOMMENDATION

Discuss the benefits of Tyler Technologies, which provide local governments and school districts with innovative, fully integrated software and services to help them become more efficient, accessible, and responsive to the needs of the public. This software would provide a single solution and would replace multiple applications that the County is currently using.

### BACKGROUND INFORMATION

**Previous Commission action/date:** No

**Background:** N/A

### FINANCIAL IMPACT

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

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

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

### LEGAL IMPACT

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

N/A

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

**Additional comments:** N/A

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**ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

Additional instructions/notes: N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1192, **Version:** 1

**Item #:** 11

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Felisha Anderson, Archives Director

**Submitted by:** Felisha Anderson, Archives Director

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### ITEM TITLE

Reproduction of Prints - Historical Painting of the Battle at Historic Blakeley State Park - "The Last Stand of Mobile"

### STAFF RECOMMENDATION

Authorize the staff of Historic Blakeley State Park to have clear authority to reproduce prints and to retain any profits received from merchandise featuring a reproduction of the painting of the Battle at Historic Blakeley State Park, "The Last Stand of Mobile"-primarily the production of a limited number of authorized prints, staff would fund the production cost for-or reach an equitable and easily-accountable system for sharing these revenues with the County.

### BACKGROUND INFORMATION

**Previous Commission action/date:** July 3, 2018

**Background:** The Baldwin County Commission, during its regularly scheduled meeting held on July 3, 2018, authorized the Chairman, to execute an *Agreement for Professional Services* between the Commission and Rick Reeves, artist. The term of the agreement was for nine (9) months commencing on April 4, 2019.

This painting is the production of one historical painting of The Battle at Historic Fort Blakeley for the Alabama 200 Bicentennial celebration with a designated theme called "The Last Stand of Mobile." The theme was meticulously researched and professionally executed. The painting was delivered to Baldwin County Commission at its Department of Archives History facility on April 4, 2019. The County is the owner of the painting, documents, work and deliverables produced and all copyright or other intellectual property rights in the painting, documents, work and deliverables produced hereunder and paid for under the 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

The Contract was filed in the Office of the Probate Judge on April 29, 2019 and a copy given to Administration. The file number in Probate is 1756490.

**FINANCIAL IMPACT**

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

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Felisha Anderson will coordinate any follow-up

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

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



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
www.baldwincountyal.gov

MEMBERS  
DISTRICT 1 FRANK BURT, JR.  
2 CHRIS ELLIOTT  
3 J. TUCKER DORSEY  
4 CHARLES F. GRUBEN

July 3, 2018

Mr. Rick Reeves  
1906 North Armenia Avenue  
#313  
Tampa, Florida 33607

**RE: Professional Services Agreement for One (1) Historical Painting of the Battle at Historic Blakeley State Park**

Dear Mr. Reeves:


The Baldwin County Commission, during its regularly scheduled meeting held on July 3, 2018, authorized me, as Chairman, to execute an *Agreement for Professional Services* between the Commission and you, to produce one (1) historical painting of the Battle at Fort Blakeley. The term of this *Agreement* is for nine (9) months, commencing on July 3, 2018, and expiring on April 4, 2019, or upon written notification thereof received by either party.

The cost of the painting is \$10,000.00, with \$3,000.00 down, and the remaining \$7,000.00 will be paid when the approval, delivery and installation are complete and delivered to Baldwin County Commission. Baldwin County Commission's cost will be \$10,000.00.

Enclosed is the **original Agreement**. Please execute and return the *Agreement* to this office to the attention of Anu Gary, Administration/Records Manager. A **fully executed copy** of the *Agreement* will be returned to you for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 937-0395 or Felisha Anderson, Archives Director, at (251) 580-2572.

Sincerely,



FRANK BURT, JR., Chairman  
Baldwin County Commission

FB/met Item BC1

cc: Felisha Anderson  
Ron Cink

ENCLOSURE



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 he 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 he 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.

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of the painting, documents, work and deliverables produced hereunder and all copyright or other intellectual property rights in the painting, documents, work and deliverables produced hereunder 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 the painting, documents, work and deliverables produced hereunder 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: Rick Reeves  
1906 N. Armenia Avenue # 313  
Tampa, Florida 33607

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 encompass:

Production of one historical painting of The Battle at Historic Fort Blakeley for the Alabama 200 Bicentennial celebration with a designated theme, meticulously researched and professionally executed as described "Exhibit A" hereto, which Exhibit is expressly incorporated herein.

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

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

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

subject to the terms set out below.

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

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

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

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid per "EXHIBIT A". Said compensation shall be all inclusive.

**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 nine (9) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of nine (9) months. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

**XXIV. Indemnification.** PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage and intellectual property claims 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. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with one (1) 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.

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

**BALDWIN COUNTY COMMISSION**

By: \_\_\_\_\_ / \_\_\_\_\_  
FRANK BURT, JR., Date  
As Its: Chairman

ATTEST:

By: \_\_\_\_\_ / \_\_\_\_\_  
RONALD J. CINK Date  
As Its: County Administrator

**NOTARY AND SIGNATURE PAGE TO FOLLOW**

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, FRANK BURT, JR., 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 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
My Commission Expires

PROVIDER:  
**Rick Reeves**

\_\_\_\_\_  
RICK REEVES                      /                      Date

As Its \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that RICK REEVES, an Illustrator/Artist, 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.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
My Commission Expires

# RICK REEVES

ILLUSTRATOR / ARTIST

1906 N. Armenia Avenue, #313  
Tampa, Florida 33607

rickreevesstudio.com

TELEPHONE: 813.784.8921      EMAIL: rick.reeves7@icloud.com

PROPOSAL  
March 21, 2018

BADWIN COUNTY BICENTENNIAL COMMISSION  
c/o Claudia Campbell, (251)533-9024  
Mike Bunn, (251)626-0798

I am bidding for the job of painting an oil painting of the Battle for Fort Blakeley, AL to celebrate the bicentennial of Alabama. The painting would be alkyd oil on stretched canvas, 40x60", unframed. The subject would be Cockrell's Missouri Troops defending Redoubts 3 and 4 during the Battle of FT. Blakeley. The price of the painting and delivery to you would be \$10,000.

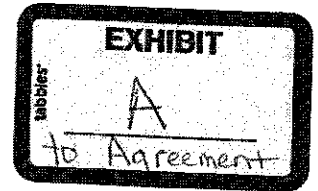
A down payment of \$3000 would be made at the beginning of the project with final payment (\$7000) at completion and delivery to Ft. Blakeley.

I would turn over copyrights of the image to the commission/park for use of them making prints for sale and to use in any park material or promotions. I would also advise on print sales to raise money for the painting or for the park.

Nothing is written in stone so I want to let you know I am flexible and would be open to any ideas you may have. I consider it an honor to do this project with you. My family has a history in Alabama, some with the battle itself

Best Regards,

RICK REEVES  
Artist



## Felisha Anderson

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**From:** Mike Bunn <director@blakeleypark.com>  
**Sent:** Thursday, May 2, 2019 1:56 PM  
**To:** Felisha Anderson  
**Subject:** <EXTERNAL> Painting

Felisha,

Here is the info for what is requested on the painting:

- 1) We (Blakeley and the artist) agree that we really like the title "Last Stand for Mobile". The Battle of Fort Blakeley was the culminating battle in the Civil War's Campaign for Mobile, and its national significance as stated by the NPS, ABT, and other organizations rests in the fact that the fight here on April 9, 1865 led directly to the surrender of Mobile, the last major city in Confederate hands during the war, on April 12, 1865. The campaign involved some 45,000 Federal troops and at least 10,000 Confederates and numerous actions on land and water in the Mobile Bay area. So, we hope the title will both describe the context of the battle and recognize its significance in the war's last major combined-forces campaign, which had the city of Mobile as its primary object.
- 2) We would like to suggest the park either be given clear authority to retain any profits received from merchandise featuring a reproduction of the painting—primarily the production of a limited number of authorized prints we would fund the production cost for—or reach an equitable and easily-accountable system of sharing these revenues with the county. I doubt this will be a large income category, but I definitely believe we can in the future sell a few prints for framing and potentially include the image or a portion thereof on a few souvenir items such as a coffee mug or the like. At current, I really don't plan to do much more than a small run of prints at some point, but I think we should remember the marketability of this depiction in both publicity and souvenir items will be a very important part of its lasting impact.
- 3) Please remind them that we cannot thank the county enough for supporting the production of this historically-accurate and expertly-executed piece of artwork. It will serve a visual depiction of what happened here and is full of authentic details we carefully arranged with the artist which will help us tell Blakeley's important and nationally-significant story!

If you need anything else, please let me know.

Mike

Mike Bunn  
Director  
Historic Blakeley State Park  
251-626-0798





**ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA  
LIABILITY SELF-INSURANCE FUND, INC. -  
PROPERTY PROGRAM**

**ENDORSEMENT**

**Effective Date** 04/30/2019

**Endorsement No.** 31

**Member No.** 0045-0076

**Member Name:**

**Coverage Period** 01/01/2019-01/01/2020

Baldwin County Commission

**It is understood and agreed that coverage is amended as follows:**

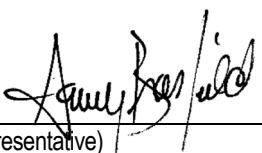
**The following is ADDED to the Fine Arts schedule:**

Description	Location	Limit	
Historical Painting of Battle at Fort Blakely by Rick Reeves 40x60" / Alkyd Oil on Canvas / Unframed	10: Archives & History 302 Courthouse Sq Bay Minette, AL 36507	\$10,000	

**\$285,125 FINE ARTS LIMIT**

**TOTAL COVERED VALUE: \$200,289,269**

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

  
(Fund Representative)

05/02/2019  
(Date)



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1188, **Version:** 1

**Item #:** J1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Junius Long, Facility Maintenance Coordinator

**Submitted by:** Christel Watson, Administration Support Specialist II

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### ITEM TITLE

Sale of Six (6) Building Maintenance Department Vehicles on GovDeals.com

### STAFF RECOMMENDATION

Take the following actions:

1. Authorize the sale of a 1997 Ford F-150 (VIN 1FTDF18W5VLA94901) on GovDeals.com; and
2. Authorize the sale of a 2000 Ford F-150 (VIN 1FTRX17WXYNB07400) on GovDeals.com; and
3. Authorize the sale of a 2004 Ford F-450 XL (VIN 1FDXF46P54EC86781) on GovDeals.com; and
4. Authorize the sale of a 2005 Ford F-450 XL (VIN 1FDXF46P35EC97019) on GovDeals.com; and
5. Authorize the sale of a 2007 Ford F-150 XL (VIN 1FTRF122X8KC35645) on GovDeals.com; and
6. Authorize the sale of a 2008 Ford F-450 XL (VIN 1FDXF46R18ED38169) on GovDeals.com.

All vehicles are located at the Baldwin County Commission Highway Department (Bay Minette).

### BACKGROUND INFORMATION

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

**Background:** The Baldwin County Building Maintenance Department currently has six (6) vehicles that no longer are being used due to various repair needs.

BCC Policy #8.8 states that any surplus fixed assets are to be sold by auction.

### FINANCIAL IMPACT

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

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

1. Building Maintenance staff will complete the inspection reports.
2. Finance & Accounting will advertise on GovDeals.com.

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

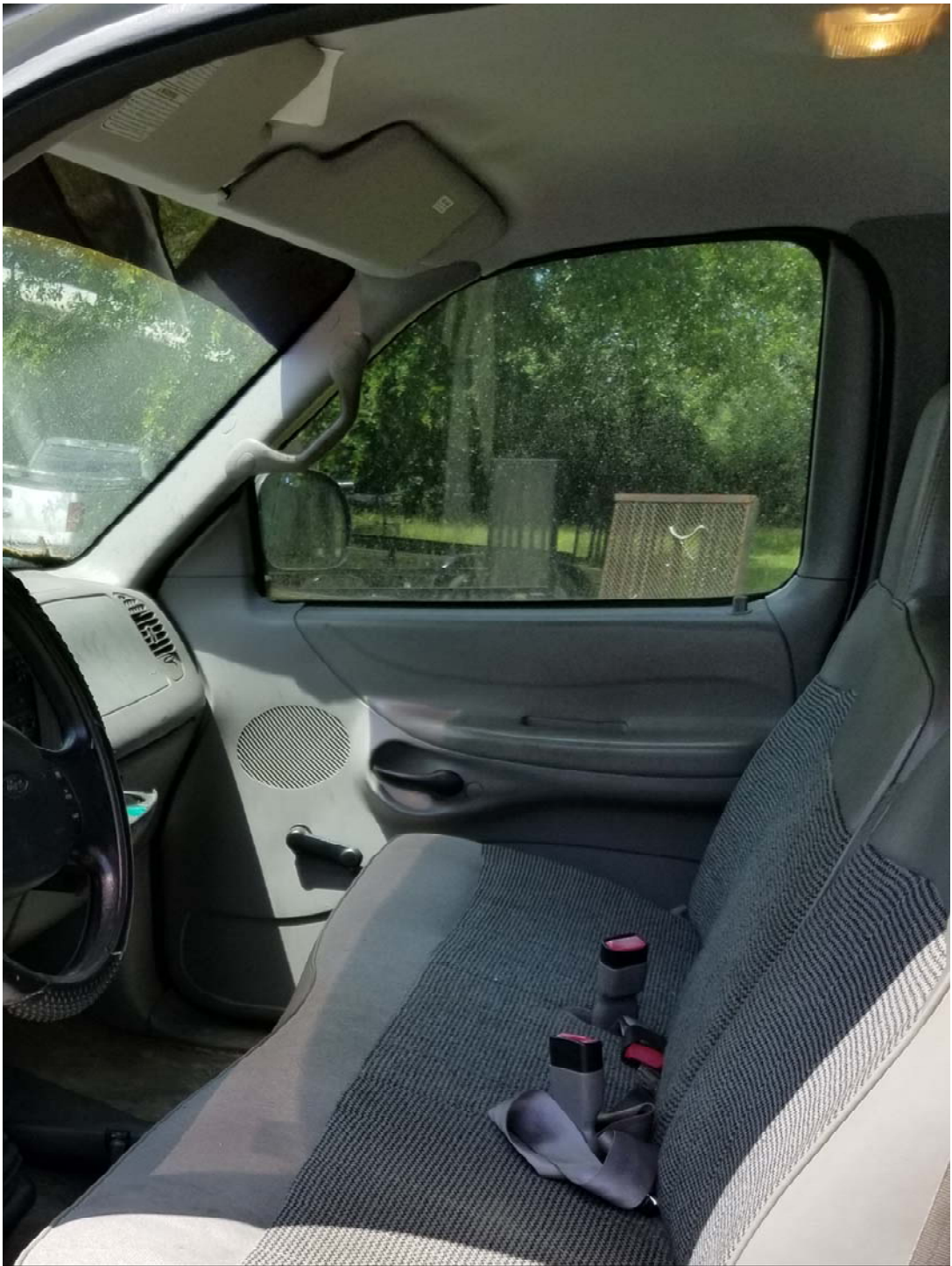
**Additional instructions/notes:** N/A

# GovDeals Vehicle Inspection Form

<b>Inventory ID:</b>	<b>Asset Number:</b> 9701414	<b>Fair Market Value:</b>																	
<b>Short Description:</b> Year <u>1997</u> Make <u>FORD</u> Model <u>F-150</u>																			
<b>VIN:</b> <table border="1" style="display: inline-table; text-align: center; width: 600px;"> <tr> <td>1</td><td>F</td><td>T</td><td>D</td><td>F</td><td>1</td><td>8</td><td>W</td><td>5</td><td>V</td><td>L</td><td>A</td><td>9</td><td>4</td><td>9</td><td>0</td><td>1</td> </tr> </table> Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N			1	F	T	D	F	1	8	W	5	V	L	A	9	4	9	0	1
1	F	T	D	F	1	8	W	5	V	L	A	9	4	9	0	1			
<b>Odometer:</b> <table border="1" style="display: inline-table; text-align: center; width: 150px;"> <tr> <td>1</td><td>2</td><td>8</td><td>7</td><td>5</td><td>2</td> </tr> </table> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers   Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N: _____			1	2	8	7	5	2											
1	2	8	7	5	2														
<b>Long Description:</b> This Vehicle: <input type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only <b>Engine- Type:</b> <u>4.6</u> L, V <u>8</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: <u>HEAT, A/C REAR MORROR</u> This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual ____ Speed   Condition: <input checked="" type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ <b>Drivetrain:</b> <input type="checkbox"/> 2 Wheel Drive <input checked="" type="checkbox"/> 4 Wheel Drive   Condition: _____																			
<b>Exterior:</b> Color: <u>SILVER</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____ Minor: <input type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings   Tire Condition: <u>GOOD</u> Tread: <u>OK</u> #Flat ____   Hubcaps # <u>3</u> Major Damage to: _____ Additional Damage: <u>NO HEAT</u> Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed   or <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input checked="" type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes																			
<b>Interior:</b> Color <u>GRAY</u> <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>SMALL TEAR</u> Damage to Dash/Floor: <u>DASH CRACK &amp; BUSTED</u> Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input type="checkbox"/> AC (Condition: <input type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input checked="" type="checkbox"/> No AC      Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input type="checkbox"/> Windows <input type="checkbox"/> Door Locks <input type="checkbox"/> Seats																			
<b>Additional Equipment:</b> <u>STROBE LIGHTS</u> Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type <u>RECEIVER</u>																			
<b>Location of Asset:</b> _____ <b>For more information contact:</b> _____ <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			





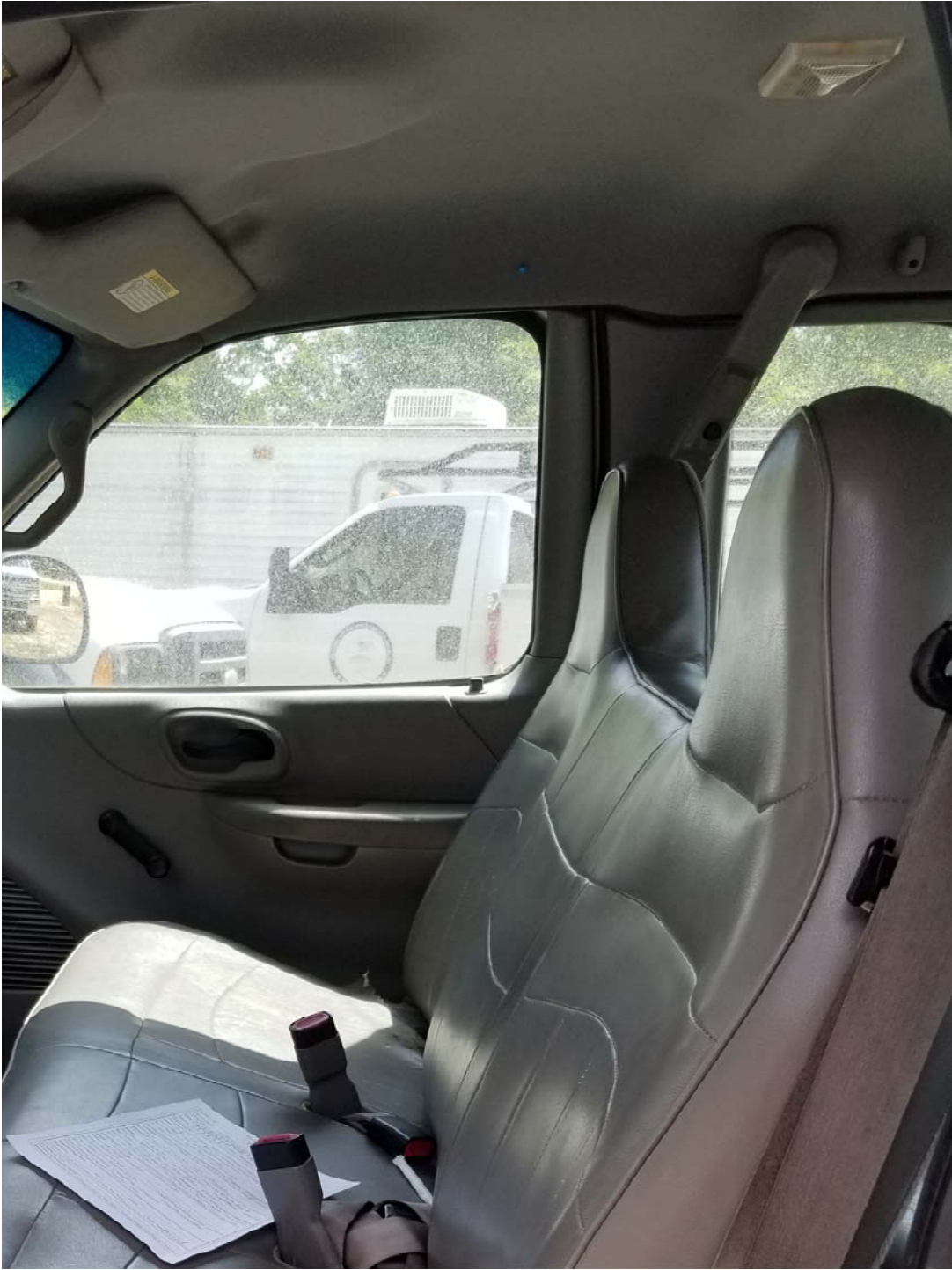






# GovDeals Vehicle Inspection Form

<b>Inventory ID:</b>	<b>Asset Number:</b> 0006541	<b>Fair Market Value:</b>																	
<b>Short Description:</b> Year <u>2000</u> Make <u>FORD</u> Model <u>F-150</u>																			
<b>VIN:</b> <table border="1" style="display: inline-table; text-align: center; width: 250px;"> <tr> <td>1</td><td>F</td><td>T</td><td>R</td><td>X</td><td>1</td><td>7</td><td>W</td><td>X</td><td>Y</td><td>N</td><td>B</td><td>0</td><td>7</td><td>4</td><td>0</td><td>0</td> </tr> </table> Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N			1	F	T	R	X	1	7	W	X	Y	N	B	0	7	4	0	0
1	F	T	R	X	1	7	W	X	Y	N	B	0	7	4	0	0			
<b>Odometer:</b> <table border="1" style="display: inline-table; text-align: center; width: 100px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table> <input type="checkbox"/> Miles <input type="checkbox"/> Kilometers      Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N: _____																			
<b>Long Description:</b> This Vehicle: <input type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input checked="" type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only <b>Engine- Type:</b> <u>4.6</u> L, V <u>8</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input checked="" type="checkbox"/> is in unknown condition Repairs needed: <u>GEAR SHIFT KNOB BROKE</u> This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual ___ Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input checked="" type="checkbox"/> Is Unknown Condition Repairs Needed: _____ <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive Condition: <u>UNKNOWN</u>																			
<b>Exterior:</b> Color: <u>WHITE</u> Windows: <input type="checkbox"/> No Cracked Glass <input checked="" type="checkbox"/> Cracked <u>FRONT</u> Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings      Tire Condition: <u>2 WORN</u> Tread: <u>2 GOOD</u> #Flat ___ Hubcaps # <u>3</u> Major Damage to: <u>TAILGATE RELEASE BROKE, DENTS</u> Additional Damage: <u>BLINKER LENS GONE, ODOMETER LIGHT OUT, CAN'T READ MILEAGE</u> Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes																			
<b>Interior:</b> Color <u>GRAY</u> <input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>TORN &amp; STRAINED</u> Damage to Dash/Floor: <u>OK</u> Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input type="checkbox"/> AC (Condition: <input type="checkbox"/> Cold <input checked="" type="checkbox"/> Unknown) <input type="checkbox"/> No AC      Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input type="checkbox"/> Steering <input type="checkbox"/> Windows <input type="checkbox"/> Door Locks <input type="checkbox"/> Seats																			
<b>Additional Equipment:</b> _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type <u>RECEIVER</u>																			
<b>Location of Asset:</b> _____ <b>For more information contact:</b> _____ <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			







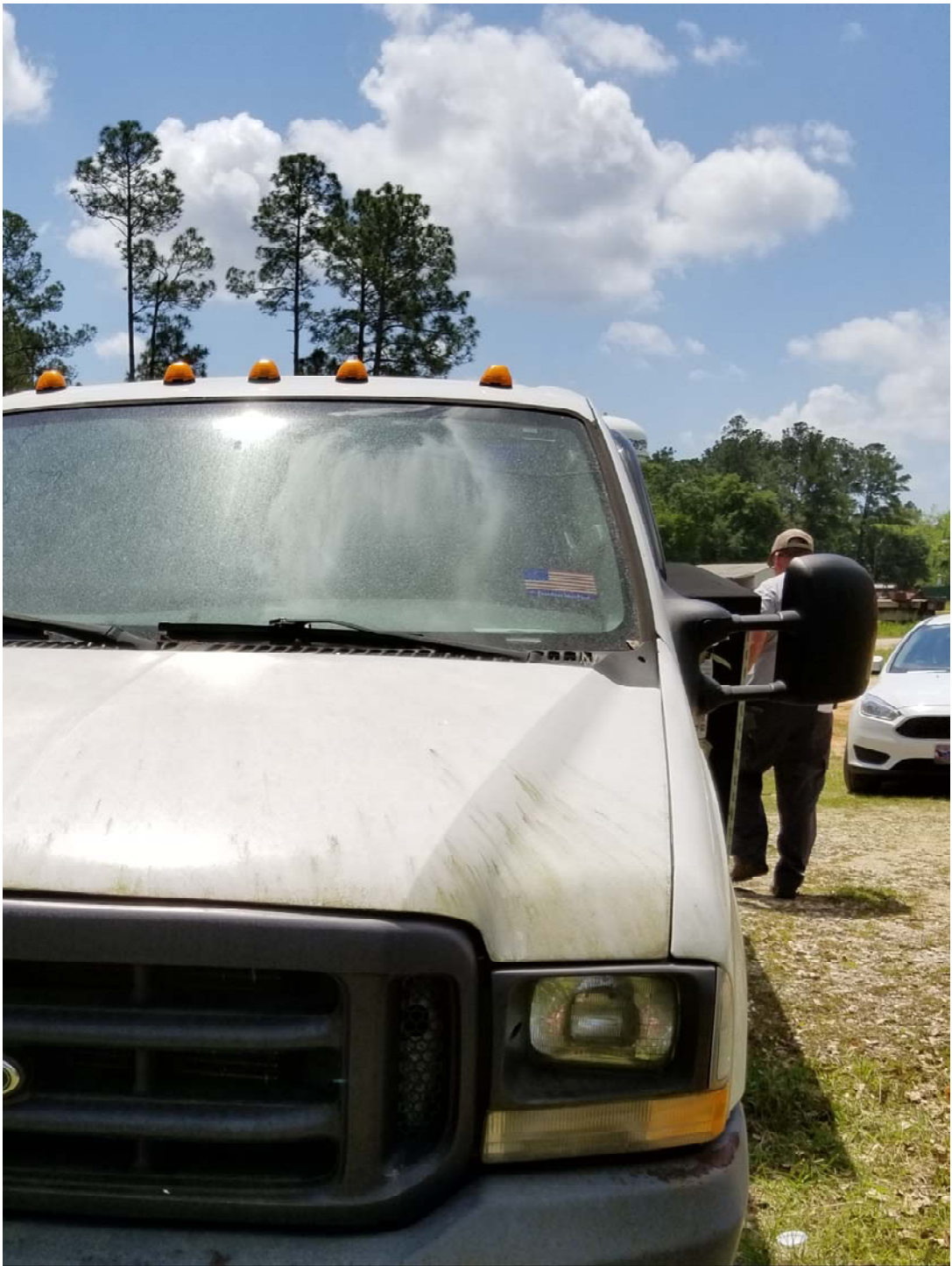


# GovDeals Vehicle Inspection Form

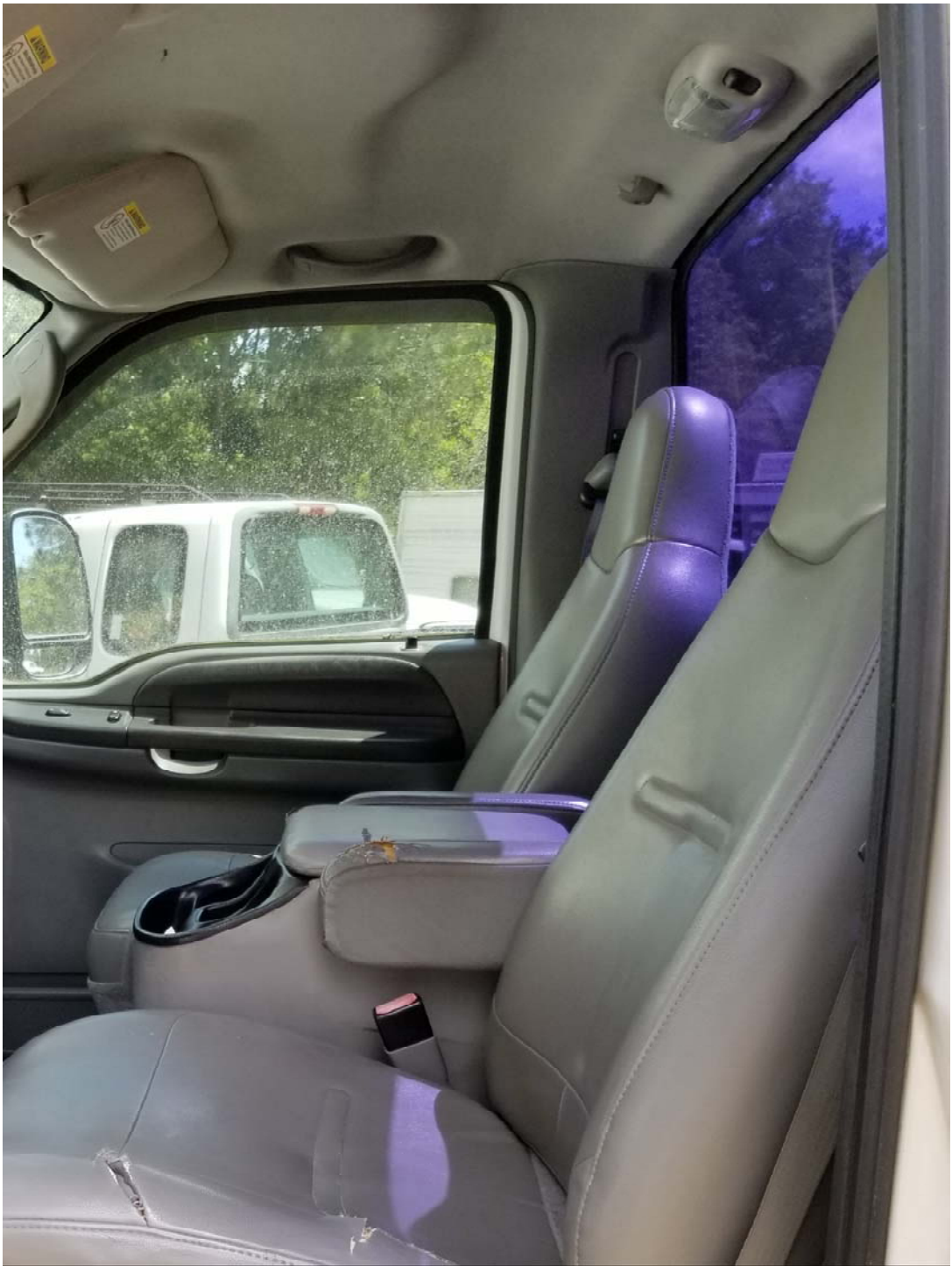
<b>Inventory ID:</b>	<b>Asset Number:</b> 0007008	<b>Fair Market Value:</b>																	
<b>Short Description:</b> Year <u>2004</u> Make <u>FORD</u> Model <u>F-450 XL SUPER DUTY</u>																			
<b>VIN:</b> <table border="1" style="display: inline-table; text-align: center; width: 600px;"> <tr><td>1</td><td>F</td><td>D</td><td>X</td><td>F</td><td>4</td><td>6</td><td>P</td><td>5</td><td>4</td><td>E</td><td>C</td><td>8</td><td>6</td><td>7</td><td>8</td><td>1</td></tr> </table> Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N			1	F	D	X	F	4	6	P	5	4	E	C	8	6	7	8	1
1	F	D	X	F	4	6	P	5	4	E	C	8	6	7	8	1			
<b>Odometer:</b> <table border="1" style="display: inline-table; text-align: center; width: 150px;"> <tr><td>2</td><td>4</td><td>0</td><td>9</td><td>6</td><td>3</td></tr> </table> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers   Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N: _____			2	4	0	9	6	3											
2	4	0	9	6	3														
<b>Long Description:</b> This Vehicle: <input type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input checked="" type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only <b>Engine- Type:</b> <u>60</u> L, V <u>8</u> <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input type="checkbox"/> Runs <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: <u>HEADS &amp; INJECTOR</u> This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual   ___ Speed   Condition: <input checked="" type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive   Condition: _____																			
<b>Exterior:</b> Color: <u>WHITE</u> Windows: <input type="checkbox"/> No Cracked Glass <input checked="" type="checkbox"/> Cracked <u>FRONT</u> Minor: <input type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input type="checkbox"/> Dings   Tire Condition: <u>FAIR</u> Tread: <u>OK</u> #Flat _____ Hubcaps # _____ Major Damage to: _____ Additional Damage: <u>PAINT PEELING ON UTILITY BODY</u> Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed   or <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes																			
<b>Interior:</b> Color <u>GRAY</u> <input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>TORN &amp; WORN</u> Damage to Dash/Floor: <u>OK</u> Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input type="checkbox"/> AC (Condition: <input type="checkbox"/> Cold <input checked="" type="checkbox"/> Unknown) <input type="checkbox"/> No AC      Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input type="checkbox"/> Cruise Control <input type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input type="checkbox"/> Door Locks <input type="checkbox"/> Seats																			
<b>Additional Equipment:</b> <u>STROBE LIGHTS</u> Manufacturer <u>SHO-ME</u> Model <u>21.7660</u> Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input checked="" type="checkbox"/> Utility Body: Brand <u>KNAPHEIDE</u> <input checked="" type="checkbox"/> Hitch: Type <u>BUMPER</u>																			
<b>Location of Asset:</b> _____ <b>For more information contact:</b> _____ <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			











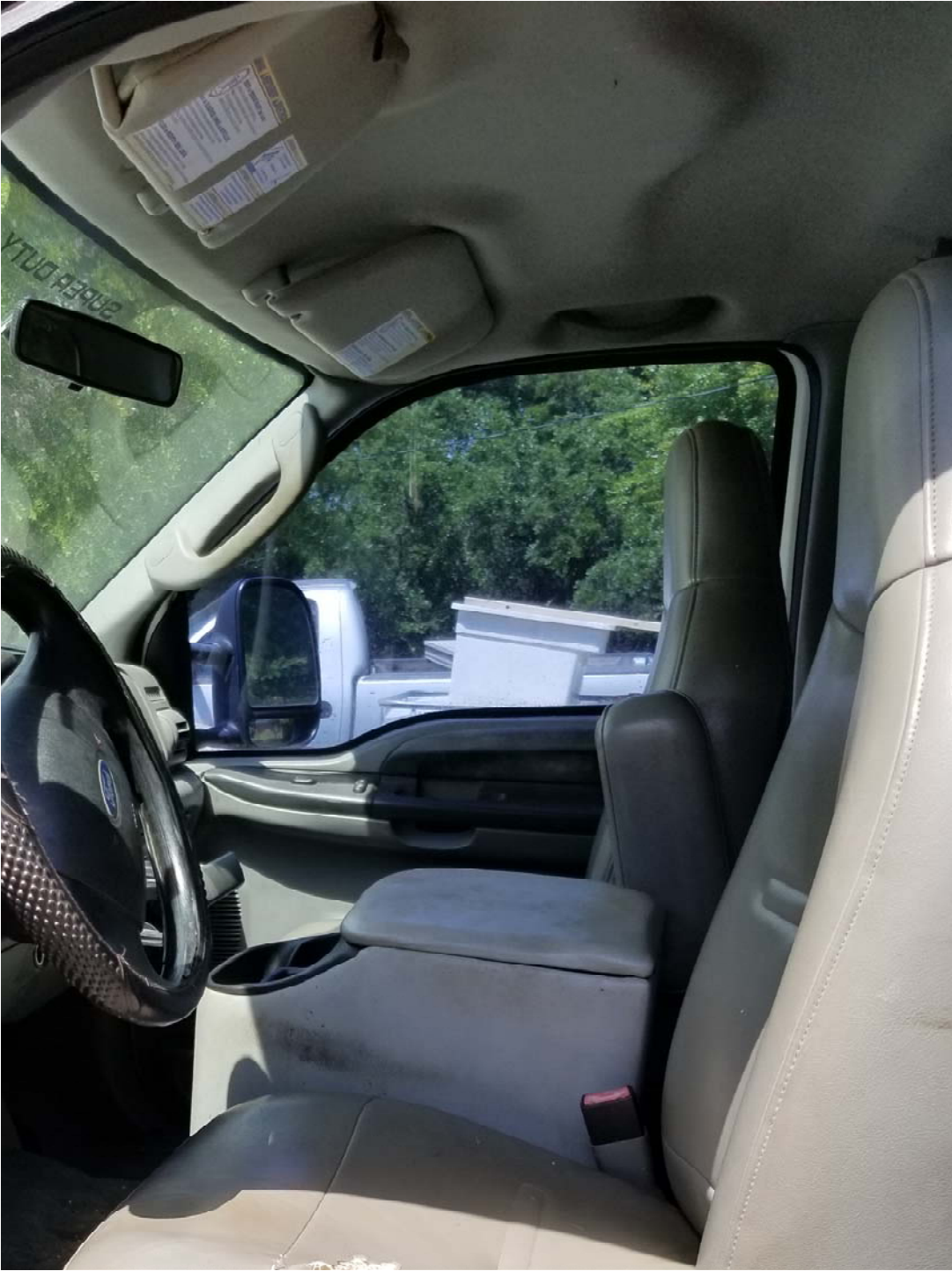


# GovDeals Vehicle Inspection Form

<b>Inventory ID:</b>	<b>Asset Number:</b> 0007427	<b>Fair Market Value:</b>																	
<b>Short Description:</b> Year <u>2005</u> Make <u>FORD</u> Model <u>F-450 XL SUPER DUTY</u>																			
<b>VIN:</b> <table border="1" style="display: inline-table; text-align: center; width: 200px;"> <tr><td>1</td><td>F</td><td>D</td><td>X</td><td>F</td><td>4</td><td>6</td><td>P</td><td>3</td><td>5</td><td>E</td><td>C</td><td>9</td><td>7</td><td>0</td><td>1</td><td>9</td></tr> </table> Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N			1	F	D	X	F	4	6	P	3	5	E	C	9	7	0	1	9
1	F	D	X	F	4	6	P	3	5	E	C	9	7	0	1	9			
<b>Odometer:</b> <table border="1" style="display: inline-table; text-align: center; width: 100px;"> <tr><td>1</td><td>3</td><td>7</td><td>0</td><td>3</td><td>2</td></tr> </table> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers   Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N: _____			1	3	7	0	3	2											
1	3	7	0	3	2														
<b>Long Description:</b> This Vehicle: <input type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input checked="" type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only <b>Engine-</b> Type: <u>  L, V8  </u> <input type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input checked="" type="checkbox"/> is in unknown condition Repairs needed: <u>BAD MOTOR</u> This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual <u>  </u> Speed Condition: <input checked="" type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive Condition: _____																			
<b>Exterior:</b> Color: <u>WHITE</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____ Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings      Tire Condition: <u>FAIR</u> Tread: <u>WORN</u> #Flat <u>  </u> Hubcaps # <u>  </u> Major Damage to: <u>BUMPER BENT, UTILITY BODY DENT &amp; RUSTED</u> Additional Damage: _____ Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed <u>or</u> <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input checked="" type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes																			
<b>Interior:</b> Color <u>GRAY</u> <input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>TORN</u> Damage to Dash/Floor: <u>OK</u> Radio: <input type="checkbox"/> Stock <u>or</u> <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input type="checkbox"/> AC (Condition: <input type="checkbox"/> Cold <input checked="" type="checkbox"/> Unknown) <input type="checkbox"/> No AC      Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input type="checkbox"/> Cruise Control <input type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats																			
<b>Additional Equipment:</b> _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input checked="" type="checkbox"/> Ladder Rack <input checked="" type="checkbox"/> Utility Body: Brand <u>KNAPHEIDE</u> <input type="checkbox"/> Hitch: Type _____																			
<b>Location of Asset:</b> _____ <b>For more information contact:</b> _____ <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			









137032

P R N D 3 2 1

# GovDeals Vehicle Inspection Form

<b>Inventory ID:</b>	<b>Asset Number:</b> 0007887	<b>Fair Market Value:</b>																	
<b>Short Description:</b> Year <u>2007</u> Make <u>FORD</u> Model <u>F-150 XL</u>																			
<b>VIN:</b> <table border="1" style="display: inline-table; text-align: center; width: 250px;"> <tr><td>1</td><td>f</td><td>t</td><td>r</td><td>f</td><td>1</td><td>2</td><td>2</td><td>x</td><td>8</td><td>k</td><td>c</td><td>3</td><td>5</td><td>6</td><td>4</td><td>5</td></tr> </table> Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N			1	f	t	r	f	1	2	2	x	8	k	c	3	5	6	4	5
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<b>Odometer:</b> <table border="1" style="display: inline-table; text-align: center; width: 100px;"> <tr><td>8</td><td>8</td><td>9</td><td>1</td><td>6</td><td></td></tr> </table> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers   Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N: _____			8	8	9	1	6												
8	8	9	1	6															
<b>Long Description:</b> This Vehicle: <input checked="" type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only <b>Engine- Type:</b> <u>4.2 L, V6</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: _____ This vehicle was maintained every <u>5000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual <u>  </u> Speed   Condition: <input checked="" type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive   Condition: _____																			
<b>Exterior:</b> Color: <u>WHITE</u> Windows: <input type="checkbox"/> No Cracked Glass <input checked="" type="checkbox"/> Cracked <u>FRONT</u> Minor: <input type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings   Tire Condition: <u>WORN</u> Tread: <u>WORN</u> #Flat <u>1</u> Hubcaps #_____ Major Damage to: _____ Additional Damage: _____ Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed   or <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input checked="" type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes																			
<b>Interior:</b> Color <u>GRAY</u> <input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>WORN SMALL TEARS</u> Damage to Dash/Floor: <u>WORN</u> Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC      Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input type="checkbox"/> Windows <input type="checkbox"/> Door Locks <input type="checkbox"/> Seats																			
<b>Additional Equipment:</b> _____ Manufacturer _____ Model _____ Serial # _____ <input checked="" type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____																			
<b>Location of Asset:</b> _____ <b>For more information contact:</b> _____ <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			











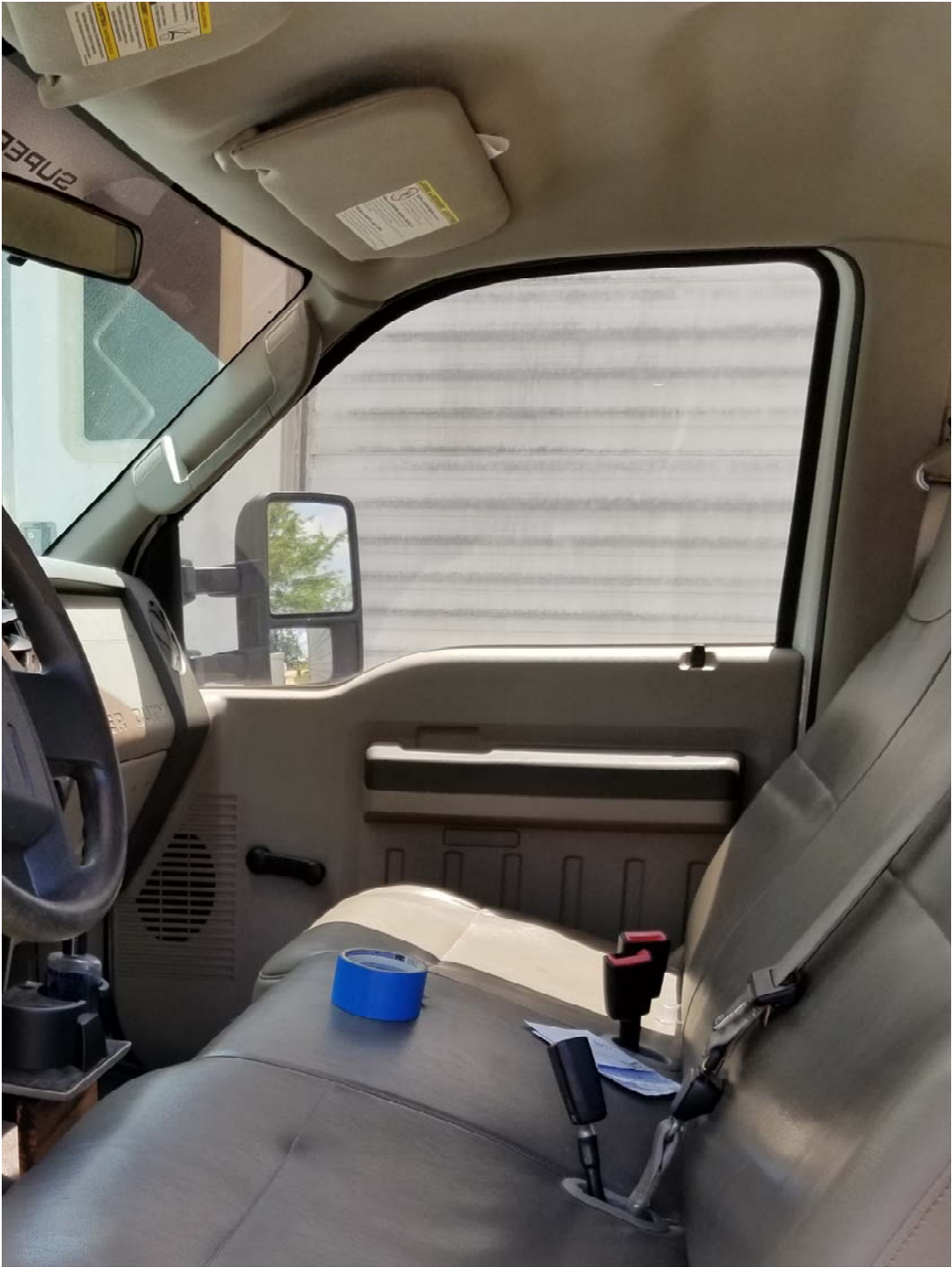


# GovDeals Vehicle Inspection Form

<b>Inventory ID:</b>	<b>Asset Number:</b> 0007931	<b>Fair Market Value:</b>																	
<b>Short Description:</b> Year <u>2008</u> Make <u>FORD</u> Model <u>F-450 SUPER DUTY</u>																			
<b>VIN:</b> <table border="1" style="display: inline-table; text-align: center; width: 600px;"> <tr> <td>1</td><td>F</td><td>D</td><td>X</td><td>F</td><td>4</td><td>6</td><td>R</td><td>1</td><td>8</td><td>E</td><td>D</td><td>3</td><td>8</td><td>1</td><td>6</td><td>9</td> </tr> </table> Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N			1	F	D	X	F	4	6	R	1	8	E	D	3	8	1	6	9
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1	2	3	2	9	3														
<b>Long Description:</b> This Vehicle: <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input checked="" type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only <b>Engine- Type:</b> <u>6.4</u> L, V <u>8</u> <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input type="checkbox"/> Runs <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: _____ This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual ____ Speed   Condition: <input checked="" type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive   Condition: _____																			
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<b>Interior:</b> Color <u>TAN</u> <input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>TEARS</u> Damage to Dash/Floor: <u>DASH GOOD, FLOOR WORN &amp; TORN</u> Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC      Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input type="checkbox"/> Cruise Control <input type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats																			
<b>Additional Equipment:</b> _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input checked="" type="checkbox"/> Ladder Rack <input checked="" type="checkbox"/> Utility Body: Brand <u>KNAPHEIDE</u> <input type="checkbox"/> Hitch: Type <u>RECEIVER</u>																			
<b>Location of Asset:</b> _____ <b>For more information contact:</b> _____ <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			













# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1202, **Version:** 1

**Item #:** L1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Zach Hood, EMA Director

**Submitted by:** Danon Smith, Planning & Grants Coordinator

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### ITEM TITLE

License to Park Vehicles on Licensor's Land Agreement between the Baldwin County Commission and the American Red Cross

### STAFF RECOMMENDATION

Take the Following Actions:

- 1) Approve the Revocable License to Park on Licensor's Land Agreement between the American Red Cross and the Baldwin County Commission (by and through its Emergency Management Agency). The Agreement shall be effective for the period of October 1, 2019, to September 30, 2022, and may be terminated per the parameters as set forth therein); and
- 2) Authorize the Chairman to sign the Agreement and any related documents.

### BACKGROUND INFORMATION

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

**Background:** To facilitate a rapid response in the event of a disaster or emergency, the Mobile Chapter of the American Red Cross deploys a Disaster Relief Trailer to Baldwin County and request that the trailer be parked on County property located at 1013 N. Juniper Street, Foley, AL. This is the physical address of the BRATS/Building Maintenance Facility in Foley.

### FINANCIAL IMPACT

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

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

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

**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration Staff and EMA Staff

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

Administration -

- 1) Obtain Chairman's signature on original agreement.
- 2) Retain original for Administration files
- 3) Send (1) one copy to EMA, Attention Danon Smith

Danon Smith will remit a scanned copy, per American Red Cross instruction, of the fully executed agreement to:

Marcus Rose

Transaction Management

Real Estate Services

American Red Cross

National Headquarters

marcus.rose@redcross.org

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

## Revocable License to Park Vehicles on Licensors Land

### TERMS AND CONDITIONS

#### 1. Key Terms

**Effective Date:** The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Licensors and Licensee on this Form.

**Owner of the Parking Lot (the "Licensor"):**

Baldwin County Commission, by and through the Baldwin County Emergency Management Agency

**Legal Name of the User of the Parking Lot (the "Licensee"):**

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)).

**Date Upon which the Licensee May Begin to Use the Parking Lot (the "Start Date"):**

10/1/2019

**Date Upon Which the Licensee Must Vacate the Parking Lot (the "Expiration Date"):**

9/30/2022

**Parking Lot Owner and Licensors Business Address:**

23100 McAuliffe Dr., Robertsedale, AL 36567

**Parking Lot User and Licensees Business Address:**

9450 SW Gemini Dr., #75048, Beaverton, OR 97008-7105

**Street Address of the Land Where the Parking Lot is Located:**

1013 N. Juniper St., Foley, AL 36535

**Description of Licensed Area Within the Parking Lot:**

Parking for one (1) large disaster trailer. The parking location shall be determined by the Licensor.

**Maximum Number of Vehicles That May be Parked on the Parking Lot:**

One (1) large disaster trailer

**2. Grant.** As of the Effective Date set forth above, and on the conditions specified in this License, Licensors grants Licensee, its authorized agents, employees, subcontractors and others under Licensee's supervision, a revocable license to have access to the Licensed Area. Licensors shall have the sole but reasonable right of approval of all of the means and methods of such access. Licensee shall be permitted to have access to the Licensed Area twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty five (365) days per year for the purposes of parking one (1) large disaster trailer ("Vehicles") in the Parking Lot for the Term of the License. Licensee shall be entitled to park the Vehicles in the designated parking area as Licensors may reasonably direct.

**3. License Fee/Payment.** None.

**4. Early Termination.** Either the Licensors or the Licensee may terminate this Agreement for any reason or for no reason upon thirty (30) days' notice.

**5. Licensee's Property.** Vehicles and all of Licensee's other property on the Land shall be there at the sole risk of Licensee. Licensors shall not be liable for damage, theft, misappropriation or loss to such property. Licensee shall be solely responsible for insuring such property from loss or damage.

**6. Licensee's Conduct.** Licensee agrees (i) to maintain the Licensed Area in good condition and promptly repair all damage to the License Area caused by Licensee and (ii) not to unreasonably disrupt, adversely affect or interfere with Licensors's use of the Land or any building on it.

**7. Condition of Licensed Area.** Licensors makes no warranty or representation that the License Area is suitable for the use described in this License. Licensee accepts the same "AS IS." Licensors is under no obligation to prepare the Licensed Area for Licensee.

**8. Revocation of License; Removal.** Licensors may revoke the permission granted by this License at any time and for any reason or for no reason. Upon notice from Licensors, Licensee shall remove the Vehicles and any of Licensee's other property from the Land, and repair all damage caused by such removal, at Licensee's sole expense.

**9. Indemnification.** Licensee agrees to defend, hold harmless, and indemnify Licensors from any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage, arising from the negligent acts or omissions of Licensee, and its governors, officers, directors, employees, agents, or volunteers, in the performance of Licensee's obligations under the terms and conditions of, and during the term of, the License. However, Licensee shall not be obligated to defend, indemnify and hold harmless Licensors to the extent any such bodily injury, death and property damage is caused by the act or omission, negligent or otherwise, of Licensors, or its directors, officers, employees and agents.

**10. Insurance.** Licensee shall carry insurance for Commercial General Liability and Auto Liability Compensation with the following minimum limits: \$1,000,000 per occurrence. A Memorandum of Insurance, naming Licensors as additional insured, will be issued upon request.

**11. Casualty Affecting the Vehicles.** Licensor shall have no responsibility for any loss, damage or destruction to the Vehicles, however caused. Notwithstanding anything in this Agreement to the contrary, in the event that damage, casualty, or a taking of all or a part of the Land, Licensor may require Licensee to remove the Vehicles from the Land.

**12. Remedies.** If Licensee shall violate any covenant hereunder (after notice to cure the same within ten (10) days) Licensor shall have all remedies available to it under law, including without limitation the right to immediately revoke the license represented hereby, to use self-help, to recover the Licensed Area, to remove the Vehicles, to bar Licensee from entry to the Land, and to remove any of Licensee's property from the Licensed Area and dispose of the Vehicles and such other property without any obligation to account to Licensee for the proceeds, if any.

**13. Notice.** Notice shall be deemed to have been duly given five (5) business days after having been mailed by U.S. Mail, to all of the party's addresses set forth herein, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

**14. Governing Law and Binding Effect.** This License shall be governed by and construed under the laws of the state in which the Land is located. This License shall be binding on the parties and their respective, successors, transferees and assigns.

**15. Brokers/Consultants.** Licensee represents and warrants that there is no broker in this transaction. Licensee shall indemnify Licensor against the claims of any broker who purports to have represented Licensee.

Signatures are on the next page.

LICENSEE:

The American National Red Cross

By: Phillip E. Olsberg  
(Signature)

Name: Phillip E. Olsberg

Title: Director, Real Estate Services

Date: May 2, 2019

LICENSOR:

Baldwin County Commission, by and through  
the Baldwin County Emergency Management  
Agency

By: \_\_\_\_\_  
(Signature)

Name:

Title:

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1195, **Version:** 1

**Item #:** N1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Finance and Accounting Department - Discussion of Clerk/Treasurer Position

### **STAFF RECOMMENDATION**

Discuss the Clerk/Treasurer position description and potential job posting.

### **BACKGROUND INFORMATION**

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

**Background:** N/A

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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

## **POSITION DESCRIPTION**

Title: Clerk/Treasurer

Department: Finance & Accounting

Job Analysis: January 1986, Revised 3/97, 5/06, 11/10/2010, 1/15/2019

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this position and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### **Relationships**

Reports To: County Commissioners

Subordinate Staff: Senior Accountants, Chief Compliance Officer, Accounts Payable Staff, Payroll Technician, Staff Accountant, Junior Staff Accountant, Sales Tax Coordinator and Sales, Use and License Tax Staff

Internal Contacts: County Employees, County Administrator, County Commission and other Elected Officials

External Contacts: Local, State and Federal agencies

Status: Appointed Contract/Exempt (AE)

### **Job Summary**

This employee has direct responsibility for all fiduciary matters of the County relating to all funds administered by the Baldwin County Commission. Directs Finance and Accounting and Sales, Use and License Tax employees. Responsible for all audits and inventory. Oversees and directs preparation of background to secure grants and other funds. Administers other programs as assigned. Provide financial basis and structure to participate in the County budget process as per Alabama Code/Recommended Accounting Procedures. The Clerk/Treasurer coordinates with the County Commission, the County Administrator and the Department Heads.

### **Job Domains**

- A. Accounting and Financial
1. Oversees and directs all accounting, payroll and financial procedures for the County to ensure best practices and compliance with applicable rules, regulations, laws, Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) and County policies.

2. Directs, oversees and provides technical support for the Sales and Use Business License functions of the County including the collection and administration of Sales and Use Tax, Rental and Lease Tax, Video Tax, Motor Fuel Tax and Cigarette Tax.
3. Prepares monthly, semi-annual and annual reports for the Commission and other Departments.
4. Monitors daily cash reports and makes recommendations to ensure proper cash flow for the County.
5. Monitors all grants and special appropriations.
6. Contact person for all audits.
7. Makes recommendations and monitors investments.
8. Directs the preparation of financial statement and audit reports.
9. Assure all invoices are handled in prescribed and legal manner.
10. Periodically report the status of County finances as scheduled by County Commission.
11. Directs all expenditures and/or investments of County funds to ensure best return at all times.
12. Manage and coordinates the operation of debt management and bond sales.

**B. Reports**

1. Responsible for all State and Federal reports.
2. Responsible for grant reports.
3. Responsible for monthly sales tax collections reports.
4. Prepares reports for the County Commission.

**C. Miscellaneous**

1. Approves reports and/or processes claims for indigent care program.
2. . Sign vehicle and equipment titles when sold.
3. Prepares and implements all special projects as assigned by the County Commission.
4. Maintain all correspondence and records related to accounting in an orderly and accessible manner.
5. Maintain records and file claims for insurance of auto, property and general liability.

**Knowledge, Skills, and Abilities**

1. Skills to communicate effectively with the office staff, general public and elected officials.
2. Skills to perform accounting and bookkeeping operations, conduct audits and prepare budgets.
3. Skills to prepare reports, complete forms, compose letters and accurately post journals and ledgers.
4. Skills to understand written instructions, manuals and correspondence.
5. Ability to assign tasks and supervise employees.
6. Ability to operate office machines such as calculator, computer terminal and copy machines.
7. Thorough knowledge of basic bookkeeping and accounting principles and procedures as recommended by State/County/Federal.
8. Knowledge of general office procedures.

### **Minimum Qualifications**

1. Bachelors degree in Accounting, Business Administration or related fields; accounting and bookkeeping experience; or a combination of experience and training.
2. Willing to travel to attend workshops and seminars.
3. Willing to work non-standard hours to meet deadlines.
4. Minimum of two (2) years in governmental accounting is desirable.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1172, **Version:** 1

**Item #:** 01

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

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

**Submitted by:** Abby Moorner, Office Manager/Gina Jones, County Humane Officer

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### ITEM TITLE

Baldwin County Trap-Neuter-Return (TNR) - Renewal of Lillian Veterinary Hospital Agreement

### STAFF RECOMMENDATION

Approve and authorize the Chairman to execute a Professional Service Agreement renewal for the Trap-Neuter-Return (TNR) Program services with Lillian Veterinary Hospital. The agreement commences on May 21, 2019 and continues for a period of ninety (90) days, expiring August 21, 2019 with an automatic renewal for one additional ninety (90) day term (expiring November 21, 2019).

### BACKGROUND INFORMATION

**Previous Commission action/date:** 05/01/2018, 08/21/2018

**Background:** On May 1, 2018 the Baldwin County Commission approved an amount not to exceed \$19,000.00 from Fund 780 (Donations) for a Trap-Neuter-Return (TNR) program and also approved contracts with local veterinarians related to the TNR program. To date, \$8,410.00 has been expended. On August 21, 2018, the Baldwin County Commission approved and authorized the Chairman to execute Professional Service Agreements for TNR services with the Lillian Veterinarian Hospital. Lillian Veterinarian Hospital's original TNR agreement has expired, and the Baldwin County Animal Shelter is requesting that a renewal to said agreement be approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** not to exceed the originally approved amount of 19,000.00 from Fund 780 (Animal Shelter Donations)

**Budget line item(s) to be used:** 55410.5150.001

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

**LEGAL IMPACT**

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

Yes

**Reviewed/approved by:** Agreements previously approved by David Conner, County Attorney

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** BCAS staff will ensure that veterinarians receive copies of executed contracts and will also manage the TNR program.

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

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



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Lillian Vet Clinic Susan Wells, DVM ("Veterinarian").

For and in consideration of the premises and the mutual promises and covenants set forth herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The effective date and term of this Agreement will begin on \_\_\_\_\_, 2019, and continue for a period of ninety (90) days. The Agreement shall automatically renew for one additional ninety (90) day term, unless terminated by either party by giving a thirty (30) day written notice of termination to the other party as set forth in this Agreement.

2. Veterinarian shall provide services as outlined in this Agreement for feral cats delivered to Veterinarians' office by the County. The County is under no obligation to provide any minimum number of feral cats as it relates to the Baldwin County TNR (Trap, Neuter, Return) Program.

3. Veterinarian must notify and receive the approval of the County before performing any Additional Services outside those specifically included in the Baldwin County TNR Program services. If Veterinarian determines that an animal needs services outside the services listed in the Baldwin County TNR Program, the Veterinarian must contact the Baldwin County Animal Shelter County Humane Officer to discuss the animal and appropriate action related to said animal. Cost for services outside the scope of the Baldwin County TNR Program for Additional Services are at rates established below.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. Veterinarian shall be paid for services rendered at the following rates:

Baldwin County TNR Program services:

Spay/Neuter, ear tipping, and 1 night of boarding	\$50
Rabies Vaccination	\$12

Additional Services outside the scope of the Baldwin County TNR Program:

Exam	\$15
Euthanasia	\$1/cc (5cc minimum)
Hernia repair	\$20
Rabies prep.	\$50

Boarding  
Antibiotics

\$7 per night  
Veterinarian's established rate

The County agrees to pay the applicable charges incurred, even in the unlikely event of the death of an animal during or after the provision of services.

6. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

7. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama. Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

8. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party, with or without cause or for convenience, upon thirty (30) days written notice to the other party.

9. This Agreement shall not be assignable by Veterinarian.

10. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

11. It is the intent of the parties of this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries. Nonparties to the Agreement may not claim benefits under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

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

Charles F. Gruber., Chairman

Attest:

\_\_\_\_\_  
Ronald J. Cink  
Budget Director

VETERINARIAN

Date: 3/28/2019

Lillian Veterinary Hospital LLC  
Clinic Name

[Signature]  
Authorized Signature

Print Name/Title: Susan Wells DVM  
Owner

[Signature]  
Witness

Print Name: Jessica Hunold

[Signature]  
Witness

Print Name: Kayla Strickland



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1184, **Version:** 1

**Item #:** P1

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/7/2019

**Item Status:** New

**From:** Commissioner James E. Ball, District 1

**Submitted by:** Michelle Howard, Administrative Support Specialist

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### **ITEM TITLE**

Presentation by Eye Heart World - 2018 Impact Report

### **STAFF RECOMMENDATION**

Crystal Yarbrough, Alabama Director with Eye Heart World will present the Eye Heart World's 2018 Impact Report to the Commission.

### **BACKGROUND INFORMATION**

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

**Background:** Eye Heart World is a non-profit organization dedicated to the fight against human trafficking. The organization started out as an awareness and fundraising effort and is now providing a full scope of services, including The Rose Center which is a drop-in center based in Mobile, Alabama for young women who are severely at risk for trafficking or are already being exploited. Through their work in Northeast Wisconsin and South Alabama, Eye Heart World provides aftercare resources for trafficking victims, prevention for at-risk youth, and training for professionals and community members.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

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

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1216, **Version:** 1

**Item #:** P2

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Michelle Howard, Administrative Support Specialist

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### ITEM TITLE

Request for Assistance by Bay Minette Middle School's National Technology Student Association - Leadership Conference and Competition

### STAFF RECOMMENDATION

Consider the request from Bay Minette Middle School's (BMMS) Technology Student Association (TSA), for the Commission's financial support for the students to attend the National TSA Leadership Conference and Competition in Washington, D.C., June 28 - July 2, 2019.

### BACKGROUND INFORMATION

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

**Background:** A request was received on May 5, 2019, from Dr. Zach Wigstrom, Principal, and Ms. Dana Markulj, TSA Adviser, of Bay Minette Middle School, for financial and/or material support for the National TSA Leadership Conference and Competition in Washington, D.C. The students of BMMS are raising funds to cover expenses as they travel to represent Baldwin County as Alabama's Most Outstanding Chapter, TSA 2014-2015 Champions, which was awarded to them in April 2015. The cost for each student for registration, lodging, and project expenditures will be approximately \$800.00. Their goal is to raise enough money to send 10 members and 10 chaperones to Nationals.

### FINANCIAL IMPACT

**Total cost of recommendation:** TBD

**Budget line item(s) to be used:** TBD

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

### LEGAL IMPACT

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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



# BMMS TSA



May 1, 2019

Baldwin County Commission  
111 Blackburn Ave.  
Bay Minette, Al. 36507

Dear Baldwin County Commissioners:

The Bay Minette Middle School's (BMMS) Technology Student Association (TSA) kindly requests your support for our efforts to secure financial and/or material support for our National TSA Leadership Conference and Competition in Washington, D.C., June 28 through July 2, 2019. As a student group, we have and will continue to develop and engage in every means available to us to raise the necessary money and funding to travel and represent Baldwin County as Alabama's Most Outstanding Chapter, TSA 2014-2015 Champions, which was awarded to us in April 2015. The cost for each student for registration, lodging, and project expenditures will be approximately \$800. Our goal is to raise enough money to send ten members and ten chaperones to Nationals. The reality of the situation is that we need help. We are running out of time to collect charitable donations through fundraising. Every student will need to be registered by June 8. Our community continues to assist us, but the financial times have hit us very hard.

The TSA students humbly ask for your help in realizing our dream of challenging our academic efforts this summer. Would you please be willing to help us? Any assistance in sponsoring BMMS's TSA chapter would be most welcomed.

We would be glad to add you to our website [bayminnettemiddle.com](http://bayminnettemiddle.com) as our partner-in-education because of your valuable support and contribution to our academic and leadership efforts. We will put your company logo on the back of the t-shirt that each student will wear representing your company. Please contact Dana Markulj, TSA advisor, at 272-6164 or [dmarkulj@bcbe.org](mailto:dmarkulj@bcbe.org) if you have any questions.

Thank you for your support,

Sincerely,

Dr. Zach Wigstrom,  
Principal

Ms. Dana Markulj  
TSA Adviser



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1210, **Version:** 1

**Item #:** P3

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Commissioner James E. Ball, District 1

**Submitted by:** Michelle Howard, Administrative Specialist

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### ITEM TITLE

Request from North Baldwin Chamber of Commerce - Moving Annual Delta Dash 5K Obstacle Course Race Event to Live Oak Landing and Discussion Regarding Annual Christmas Fest Event in Bay Minette

### STAFF RECOMMENDATION

Ashley Jones Davis, Executive Director of North Baldwin Chamber of Commerce, will be in attendance to present a request to the Commission to move the annual Delta Dash 5K Obstacle Course Race event to Live Oak Landing and considerations related to the Annual Christmas Fest in Bay Minette.

### BACKGROUND INFORMATION

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

**Background:** The 8th Annual Delta Dash is set for September 28, 2019. Historically, the 5K obstacle course race event has taken place at Lower Bryant Landing in Stockton. Due to some changes with volunteers and the course, the Chamber of Commerce is exploring the option of moving the event to Live Oak Landing for use of the facilities including the trails, parking and pavilion for the day. This event draws over 500 runners, nearly 200 volunteers plus spectators. Delta Dash proceeds benefit the North Baldwin Young Professionals Scholarship Fund and the North Baldwin Chamber of Commerce.

The 37th Annual North Baldwin County Christmas Fest is scheduled for December 14, 2019. North Baldwin Chamber of Commerce will be discussing items for the Commission to consider.

### FINANCIAL IMPACT

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

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

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

**LEGAL IMPACT**

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

Reviewed/approved by: N/A

Additional comments: N/A

**ADVERTISING REQUIREMENTS**

Is advertising required for this recommendation? N/A

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

Additional instructions/notes: N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-0779, **Version:** 1

**Item #:** P4

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

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

**Submitted by:** Miranda N. McKinnon, Administrative Support Specialist

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### ITEM TITLE

Voting Precinct No. 43 - Use of 3Circle Church as a Voting Place

### STAFF RECOMMENDATION

To provide for the continued use of the Voting Place for Voting Precinct 43, take the following actions:

- 1) Authorize the execution of an Agreement between the Baldwin County Commission and 3Circle Church to accomplish the parameters set forth in said Agreement. This Agreement shall commence on June 18, 2019 and expire on June 18, 2022; and
- 2) Authorize the Baldwin County Parks Division to accomplish external grounds cleaning on the grounds of the Voting Place for Voting Precinct No. 43 after an election; and
- 3) Authorize an expenditure not to exceed \$235.00 from the Baldwin County Elections Miscellaneous fund 51910.5219 to accomplish the provision of professional cleaning services in the Voting Place for Voting Precinct No. 43 after any election.

### BACKGROUND INFORMATION

**Previous Commission action/date:** June 7, 2016

**Background:** The current Agreement between the Baldwin County Commission and 3Circle Church, for the use of the church as a Voting Place and provision of professional cleaning services, will expire on June 18, 2019.

Staff requests the Commission execute an Agreement with 3Circle Church to provide for its continued use as a Voting Place for Voting Precinct No. 43. Staff has verified that Executive Pastor Blake Stanley is agreeable to a new Agreement.

June 7, 2016, Regular Meeting:

- 1) Authorized the execution of an Agreement between the Baldwin County Commission and 3Circle Church to accomplish the parameters set forth in said Agreement; and

- 2) Authorized the Baldwin County Parks Division to accomplish external grounds cleaning on the grounds of the Voting Place for Voting Precinct No. 43 after an election; and
- 3) Authorized an expenditure not to exceed \$235.00 from the Baldwin County Elections Miscellaneous fund 51910.5219 to accomplish the provision of professional cleaning services in the Voting Place for Voting Precinct No. 43 after any election.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Not to exceed \$235.00 each post-election (professional cleaning services)

**Budget line item(s) to be used:** 51910.5150

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

### **LEGAL IMPACT**

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

No. Routine Agreement for Voting Place.

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

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

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

Send Correspondence to:

Executive Pastor Blake Stanley  
Attn: Debbie Taylor, Administrative Assistant  
3Circle Church

10274 State Highway 104  
Fairhope, Alabama 36532

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

STATE OF ALABAMA        )

COUNTY OF BALDWIN     )

**AGREEMENT**

WHEREAS, 3CIRCLE CHURCH [hereinafter referred to as “3CIRCLE CHURCH”] is a religious institution located at 10274 Highway 104, in the unincorporated community of Fairhope, Alabama, and within the confines of Baldwin County, Alabama; and

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

WHEREAS, in an effort to establish and maintain a Voting (Polling) Precinct, in the unincorporated community of Fairhope, Alabama, the COMMISSION seeks the continued utilization of 3CIRCLE CHURCH as a Voting (Polling) Place for Voting (Polling) Precinct No. 43; and

WHEREAS, the COMMISSION is authorized to establish Voting (Polling) Precincts and Voting (Polling) Places, for use in appropriate elections, as provided in applicable Alabama law; and

WHEREAS, 3CIRCLE CHURCH desired certain stipulations to be observed in order for 3CIRCLE CHURCH to be utilized as the Voting (Polling) Place for Voting (Polling) Precinct No. 43; further, the COMMISSION recognizes that the continued observance of such stipulations will enable the utilization of 3CIRCLE CHURCH as a Voting (Polling) Place which will benefit citizens, in the affected unincorporated community of Fairhope, Alabama and within the confines of Voting (Polling) Precinct No. 43, in their exercise of the electoral franchise.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do AGREE as follows:

1. 3CIRCLE CHURCH shall be utilized as a Voting (Polling) Place, for applicable elections, in Baldwin County, Alabama and within the confines of Voting (Polling) Precinct No. 43, which will benefit citizens, in the affected unincorporated community of Fairhope, Alabama, and within the confines of Voting (Polling) Precinct No. 43 in their exercise of the electoral franchise.
2. 3CIRCLE CHURCH, as a designated Voting (Polling) Place, shall ensure that the premises, utilized for Voting (Polling), Have a nondiscriminatory policy and said premises shall be Made available to the electorate of such Voting (Polling) Precinct, regardless of race, age, gender, religion, language



or disability as protected by applicable state and / or federal law, in their exercise of the electoral franchise.

3. The COMMISSION shall provide 3CIRCLE CHURCH with the following:
  - i) Professional cleaning services after each election in which such Voting (Polling) place was utilized.
  - ii) Aesthetic and external grounds-cleaning after each election in which such Voting (Polling) Place was utilized.
4. 3CIRCLE CHURCH represents and warrants to the COMMISSION that its premises used for voting, under this Agreement, are reasonably safe and suitable for the purposes of this Agreement and that, subject to said representation and warranty, the COMMISSION shall indemnify and hold 3CIRCLE CHURCH harmless from any and all claims of whatsoever kind or character which may arise or be made and which are in any way related to or resulting from 3CIRCLE CHURCH being utilized as a Voting (Polling) Place.
5. This Agreement represents the entire terms and conditions of the Agreement between the COMMISSION and 3CIRCLE CHURCH either express or implied. This Agreement can be amended only by written amendment executed by the COMMISSION and 3CIRCLE CHURCH.
6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in 3CIRCLE CHURCH 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 3CIRCLE CHURCH is an agent of the COMMISSION.
7. This Agreement, provided in the form as one (1) original instrument for the records of 3CIRCLE CHURCH and one (1) original instrument for the records of the COMMISSION, shall be in effect for a period of thirty-six (36) months, or in a shorter time as may be determined by the COMMISSION, commencing June 18, 2019, and expiring June 18, 2022, and shall immediately become void upon the COMMISSION accomplishing any electoral changes which negate the utilization of 3CIRCLE CHURCH as a Voting (Polling) Place.

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



**3CIRCLE CHURCH**

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By: BLAKE STANLEY  
As Its: *Executive Pastor*

STATE OF ALABAMA                    )  
COUNTY OF BALDWIN                )

I, the undersigned authority, a Notary Public, in and for Baldwin County and the State of Alabama, hereby certify that BLAKE STANLEY, as Executive Pastor of 3CIRCLE CHURCH, whose name 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 said instrument, he, as such Reverend of 3CIRCLE CHURCH, and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said *3CIRCLE CHURCH*.

GIVEN, under my hand and Seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Notary Public  
My Commission expires:



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1185, **Version:** 1

**Item #:** P5

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Commissioner Billie Jo Underwood, District 3

**Submitted by:** Keri E. Green, Administrative Support Specialist

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### ITEM TITLE

Revision of Baldwin County Commission Policy #2.23 - Reservation of Live Oak Landing and Bicentennial Park Facilities

### STAFF RECOMMENDATION

Adopt the revised Baldwin County Commission Policy #2.23 - Reservation of Live Oak Landing and Bicentennial Park Facilities and incorporate the revised policy into the Baldwin County Policies and Procedures Book.

### BACKGROUND INFORMATION

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

November 18, 2014 - Agenda Item GA1

July 21, 2015 - Agenda Item GB1

July 5, 2016 - Agenda Item GA1

October 17, 2017 - Agenda Item BG1

**Background:** Commissioner Billie Jo Underwood, District 3, wishes to revise the current BCC Policy #2.23 - Reservation of Live Oak Landing and Bicentennial Park Facilities to waive annual and daily Live Oak Landing Boat Launch fees, with the exclusion of tournament fees, for Veterans and Active Duty members of the United States Armed Forces, upon determination of Veteran or Active Duty service member status. Annual boat launch passes are \$75.00 and daily boat launch passes are \$5.00 for Live Oak Landing.

Veteran or Active Duty service member status can be determined by presenting a valid military I.D., a Record of Separation Honorable Discharge or DD-214 form from the U.S. Department of Defense or a State issued Driver's License that displays proof of military service on the license. (An Alabama Driver's License has a star on the top left corner and the word "Veteran" on the bottom right corner of the license.)

### FINANCIAL IMPACT

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

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

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

### LEGAL IMPACT

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

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

**Additional comments:** N/A

### ADVERTISING REQUIREMENTS

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

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

### FOLLOW UP IMPLEMENTATION

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

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

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Update the County website to reflect changes to the fee schedule.

**Notifications to:**

Michael Dorie, Wild Native - [mdorie@wildnative.com](mailto:mdorie@wildnative.com) <<mailto:mdorie@wildnative.com>>

**Cc:**

Donna Bryars, BCC Finance and Accounting - [dgbryars@baldwincountyal.gov](mailto:dgbryars@baldwincountyal.gov)  
<<mailto:dgbryars@baldwincountyal.gov>>

Eva Cutsinger, BCC Finance and Accounting - [ecutsinger@baldwincountyal.gov](mailto:ecutsinger@baldwincountyal.gov)  
<<mailto:ecutsinger@baldwincountyal.gov>>

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



## BALDWIN COUNTY COMMISSION

POLICY #2.23	
Subject	Reservation of Live Oak Landing and Bicentennial Park Facilities
Date Adopted	<del>October 17, 2017</del> <a href="#">TBD</a>
Agenda Item	<del>BG1</del> <a href="#">TBD</a>
Obsolete Versions	November 18, 2014 – Agenda Item GA1 July 21, 2015 – Agenda Item GB1 July 5, 2016 – Agenda Item GA1 <a href="#">October 17, 2017 – Agenda Item BG1</a>

### POLICY STATEMENT

This policy outlines the procedures for the reservation and use of the following County owned facilities/properties by the public:

**Bicentennial Park** - Pavilion, Historic Montpelier Methodist Church or other facilities/grounds.

**Live Oak Landing** - Boat Launch, Pavilion or other facilities/grounds excluding the RV Park and campgrounds, retail/rental store, and the sale of daily boat launch fees/annual boat launch passes, which will be the responsibility of Tenant.

### PROCEDURAL REQUIREMENT

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

1. When an individual or a group/organization wishes to reserve any of the above properties excluding the Live Oak Landing RV Park and campgrounds, retail/rental store, and the sale of daily boat launch fees/annual boat launch passes, a Park Facility Reservation Request Form must be filled out by the requestor(s) and submitted to the Administration Department.



2. Administration staff enters the information from the form to the Baldwin County Commission Indemnification and Usage Requirements form.
3. Administration staff will inform the requestor(s) by email if the facility requested is available/unavailable. In order for the reservation to be completed and confirmation sent to the requestor(s), the requestor(s) must execute the Baldwin County Commission Indemnification and Usage Requirements form and submit the form and usage fee, if applicable, to staff. Reservations are processed on a first come/first serve basis as Indemnification and Usage Requirements forms are received.
4. Administration staff will inform the County Administrator, Highway Department Parks Supervisor, Department of Archives and History (Bicentennial Park reservations only), and Live Oak Landing Tenant (Live Oak Landing reservations only) by email of the reservations before the events.

The following facility usage and boat launch fees at the Live Oak Landing and Bicentennial Park are set by the Baldwin County Commission.

Baldwin County Commission - Fee Schedule for Live Oak Landing and Bicentennial Park			
Location	Public Use	Non-Profit Use	For Profit Use
Live Oak Landing – Entire	\$1,000.00	\$500.00	\$1,500.00
Live Oak Landing – Pavilion	\$75.00	\$50.00	\$100.00
Live Oak Landing – Annual Boat Launch Pass	\$75.00	\$75.00	\$75.00
	<a href="#"><u>Annual and Daily Boat Launch Pass usage fees, with the exclusion of tournament fees, are waived for Veterans and Active Duty members of the United States Armed Forces, upon determination of Veteran or Active Duty service member status.</u></a>		
Live Oak Landing – Daily Boat Launch Pass/Daily Tournament Boat Launch Pass	\$5.00 per boat	\$5.00 per boat	\$5.00 per boat
	<a href="#"><u>Annual and Daily Boat Launch Pass usage fees, with the exclusion of tournament fees, are waived for Veterans and Active Duty members of the United States Armed Forces, upon determination of Veteran or Active Duty service member status.</u></a>		
Bicentennial Park – Entire	\$1,000.00	\$500.00	\$1,500.00
Bicentennial Park – Group Tours	\$5.00 per person		
Bicentennial Park – Pavilion	\$75.00	\$50.00	\$100.00
Bicentennial Park – Church	\$500.00 (Usage Fee) including \$200 Refundable Security Deposit	\$300.00 (Usage Fee) including \$200 Refundable Security Deposit	\$ 800.00 (Usage Fee) including \$200 Refundable Security Deposit



County Staff Present During	Public Event	Non-Profit	For Profit	This rate does not cover the presence of Sheriff's deputies at an event, only county employees assisting at request of event organizer.
2 County Employees	\$1,000.00	\$500.00	\$1,000.00	

A fee schedule was initially approved by the Baldwin County Commission on October 2, 2012 (Item HC1); revised on July 21, 2015 (Item GB1); revised on July 5, 2016 (Item GA1); [revised on TBD \(TBD\)](#). The Baldwin County Commission reserves the right to adjust the fees at its discretion.

### Fishing Tournaments at Live Oak Landing – Collection of Boat Launch Fees

All tournament boat launch fees collected by the requestor(s) must be submitted to the Tenant by the end of the tournament event or by the next business day following the tournament.

The annual boat launch passes can be purchased from the Tenant at the Live Oak Landing retail/rental store during its normal business hours.

All boat launch fees collected by the Tenant for daily passes and annual passes will be submitted by the Tenant to the Baldwin County Finance and Accounting Department according to the *Lease Agreement for Store and Management Agreement for Campground Located at Live Oak Landing*, between the Tenant and the Baldwin County Commission.

### Guidelines and Responsibilities of the Requestor(s)

Regardless of a reservation made, the public is allowed to use the above properties during the hours the properties are open to the public.

Setting up prior to a function and clean up after shall be the responsibility of the user.

### FORMS/ATTACHMENTS/EXHIBITS

1. Park Facility Reservation Request Form
2. Indemnification and Usage Requirements Form



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1225, **Version:** 1

**Item #:** P6

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Commissioner James E. Ball, District 1; Wayne Dyess, County Administrator

**Submitted by:** Anu Gary, Administration/Records Manager

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### **ITEM TITLE**

Baldwin County Bicentennial Park

### **STAFF RECOMMENDATION**

Discussion - Commissioner Ball wishes to discuss the Baldwin County Bicentennial Park and possibly moving the park under the Archives and History Department.

### **BACKGROUND INFORMATION**

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

**Background:** The Baldwin County Bicentennial Park is a 367-acre area in North Baldwin County, which was designated by the Baldwin County Commission during the County's Bicentennial in 2009. The park is dedicated to preserving the county's rich cultural heritage and leaving a historical legacy for future generations.

Exhibits at the park include:

The General Store  
Montpelier Methodist Church  
19th Century Blacksmithing  
19th Century Working Farm  
Native American Village  
Veterans Memorial Park  
The Little Red Schoolhouse

Recreation in the park includes:

Pavilion and Picnic Area  
Davida Hastie Nature Trail

**FINANCIAL IMPACT**

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

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1064, **Version:** 1

**Item #:** P7

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Wayne A. Dyess, County Administrator; Ron Cink, Budget Director; Anu Gary, Administration/Records Manager

**Submitted by:** Keri E. Green, Administrative Support Specialist

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### **ITEM TITLE**

Baldwin County Commission Promotional Items

### **STAFF RECOMMENDATION**

Discuss the purchase of promotional items for the Baldwin County Commission and give staff direction regarding the following:

- 1) Select the promotional items to be purchased.
- 2) Approve the quantity of items to be purchased.
- 2) Approve slogans/images to be used.

Staff has requested quotes for the following promotional items (please see attachments for detailed description and pricing):

Bistro Coffee Mug  
Stadium Mood Cup  
Insulated Cups  
Beverage Insulators (Koozies)  
Plastic Click Ballpoint Pens  
Lanyards  
Shopper Tote Bags  
Pop Sockets for Cell Phones  
Credit Card Holders for Cell Phones  
Post-it Notes  
Eyeglass Wipe Cloths  
Travel Sewing Kits

If the Commission wishes to purchase promotional items using the Commission's discretionary funds, it must be accomplished by adoption of a resolution.

Note: Currently, the Commission has \$11,500.00 remaining in its Discretionary Fund for FY2018-

2019.

Staff has a list of proposed slogans and images to be used on the promotional items, which will be presented during the work session. Mr. Lee Lawson with the Baldwin County Economic Development Alliance (BCEDA) has offered assistance in developing other slogans to be used if the Commission wishes to do so. Mr. Lawson will be in attendance during the work session.

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Once the decisions are made which items to purchase, the Commission would need to take the following actions if discretionary funds are to be used:

[1] Pursuant to the authority as set forth by Section 45-2-161 of the Code of Alabama 1975, adopt Resolution #2019-TBD of the Baldwin County Commission which:

(a) Appropriates and expends not more than \$ \_\_\_\_\_, from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2018-2019, to purchase Baldwin County Promotional Items from \_\_\_\_\_ which purchase of said Baldwin County Promotional Items is, in the judgment of this honorable county governing body, worthy, in the best interest of the county, and will promote the economic well-being of the citizens of the county by and through the strengthened promotion of Baldwin County, Alabama, within and without said county's borders which will benefit the overall economic largesse of Baldwin County, Alabama, by advertising and promoting its resources, including, but not limited to, its recreational, industrial, seafood and agricultural industries; further, said increased promotion strengthening the furtherance of potential tourist activity benefiting the county's economy; and

(b) Determines a public purpose will be served through the dissemination of the aforesaid Baldwin County Promotional Items to the general public free-of-charge in an effort to promote Baldwin County, Alabama, within and without said county's borders which will benefit the overall economic largesse of Baldwin County, Alabama, by advertising and promoting its resources, including, but not limited to, its recreational, industrial, seafood and agricultural industries; further, said increased promotion strengthening the furtherance of potential tourist activity benefiting the county's economy.

[2] Related to the aforementioned, authorize the Purchasing Officer to issue a purchase order in the amount of \$ \_\_\_\_\_ to \_\_\_\_\_ to accomplish the purchase of the Baldwin County Promotional items.

## **BACKGROUND INFORMATION**

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

### **Background:**

Staff has compiled a list of proposed promotional items related to promoting Baldwin County. Quotes were requested from five vendors: 4imprint, Bay Images, Jowess, Peterson Promotions and The

Promoter. Quotes were received from two vendors: Peterson Promotions and 4imprint. The lowest bid received was from Peterson Promotions.

#### BACKGROUND ON "COMMISSION DISCRETIONARY FUND":

In 1961 the Alabama Legislature passed a Local Bill, relating to Baldwin County, which authorized the Baldwin County Commission to maintain a "Contingent Fund" not to exceed \$5,000 per annum only for use during special contingencies the Commission came upon during each year.

In 1999, the Baldwin County Legislative Delegation sponsored, and the Alabama Legislature adopted, Act No. 99-413 which amended the 1961 Act by authorizing the existing amount appropriated to such "Fund" to be increased to \$25,000 each fiscal year.

Furthermore, Act No. 99-413 renamed the term "Contingent Fund" to "Commission Discretionary Fund."

This proposed appropriation from the "Commission Discretionary Fund," and for the purchases aforesaid must be approved by the Baldwin County Commission as an endeavor which, in the judgment of this honorable county governing body, is worthy, in the best interest of the county, and will promote the economic well-being of the citizens of the county. The resolution attached to this recommendation meets the requirements of the applicable Local Acts of the Alabama Legislature to make such appropriation and shall, in accordance with applicable law, be spread upon the minutes of the County Commission.

#### APPLICATION OF AMENDMENT NO. 750 TO THE CONSTITUTION OF ALABAMA 1901:

Amendment No. 750 provides additional authority for the Baldwin County Commission, and municipal governments in the county, to promote local economic and industrial development accomplishing certain endeavors, one of which is the grant of public funds for the purpose of promoting local economic and industrial development.

Amendment No. 750 is an additional authority; a Baldwin County Local Legislative Act [Act No. 99-413 - Section 45-2-161 of the Alabama Code]: which created the Commission Discretionary Fund (see above section)] authorizes appropriations of county funds for the purpose of promoting the economic well-being of the citizens of the county.

#### FINANCIAL IMPACT

**Total cost of recommendation:** TBD

**Budget line item(s) to be used:** BCC Discretionary Fund - Line item 51990.5342

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

**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Keri Green will coordinate with Budget and Purchasing Department on purchase orders.

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

N/A

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



## **Baldwin County Commission Promotional Items**

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**VENDOR: PETERSON PROMOTIONS**  
**22739 INVERNESS WAY, FOLEY ALABAMA 36535**  
**251-971-3211**

### **PROMOTIONAL ITEM #1:**

Two-tone Bistro Mug – 12 oz. – White mug with Single Color County Seal in Navy

Side 1 – Baldwin County Seal in Solid Navy

Side 2 – Line 1: Baldwin County Alabama

Line 2: Est. 1809

Line 3: “A County Older than the State”

All in Britannic Bold Font

Quantity	Cost Per Item	Set-up Charge	Est. Shipping	Total Cost
500	\$3.25	45.00	\$250.00	\$1,920.00
1,000	\$3.00	45.00	\$400.00	\$3,445.00
1,500	\$2.75	45.00	\$520.00	\$4,690.00

### **PROMOTIONAL ITEM #2:**

Stadium Mood Cup – 17 oz – Color Changing – Orange/Tropical Red with black lettering

Side 1 – State of Alabama Silhouette with Heart over Baldwin County

Under State - Line 1: Baldwin County, Alabama

Under State – Line 2: Est. 1809

Side 2 - Line 1: LIFE IS JUST BETTER IN BALDWIN

Line 2: Baldwin County, Alabama

Quantity	Cost Per Item	Set-up Charge	Est. Shipping	Total Cost
500	\$0.75	45.00	\$40.00	\$460.00
1,000	\$0.70	45.00	\$75.00	\$820.00
1,500	\$0.65	45.00	\$115.00	\$1,135.00

### **PROMOTIONAL ITEM #3:**

Beverage Insulators (Koozies) – Mix of colors: Red, Green, Blue and Yellow – All white imprint on both sides and bottom. Cooper Black Font

Side 1 – State of Alabama Silhouette with Heart over Baldwin County

Under State - Line 1: Baldwin County, Alabama

Under State – Line 2: Est. 1809

Side 2 - Line 1: LIFE IS JUST BETTER IN BALDWIN

Line 2: Baldwin County, Alabama

Bottom – [www.baldwincountyal.gov](http://www.baldwincountyal.gov)

Quantity	Cost Per Item	Set-up Charge	Est. Shipping	Total Cost
500	\$0.55	\$40.00	\$68.00	\$383.00
1,000	\$0.50	\$40.00	\$118.00	\$658.00
1,500	\$0.45	\$40.00	\$138.00	\$853.00

**PROMOTIONAL ITEM #4:**

Plastic Click Ballpoint Pens – Bright Blue with One Color Imprint, Britannic Bold Font

Line 1: LIFE IS JUST BETTER IN BALDWIN

LINE 2: Baldwin County, Alabama

Line 3: [www.baldwincountyal.gov](http://www.baldwincountyal.gov)

Quantity	Cost Per Item	Set-up Charge	Est. Shipping	Total Cost
500	\$0.32	40.00	25.00	\$225.00
1,000	\$0.30	40.00	50.00	\$390.00
1,500	\$0.26	40.00	75.00	\$505.00

**PROMOTIONAL ITEM #5:**

Polyester Lanyards – 1/2" x 36" – With Vinyl Snap

Can mix lanyard colors: Navy, Royal, Red, Yellow

One color imprint: White

Line 1: Baldwin County, Alabama

Line 2: [www.baldwincountyal.gov](http://www.baldwincountyal.gov)

Quantity	Cost Per Item	Set-up Charge	Est. Shipping	Total Cost
500	\$1.30	45.00	35.00	\$730.00
1,000	\$1.22	45.00	55.00	\$1,320.00
1,500	\$1.12	45.00	90.00	\$1,815.00

**PROMOTIONAL ITEM #6:**

Non-woven Shopper Tote Bag – 20" wide x 13" high x 8" deep

Mix of colors: Red, Green, Blue and Yellow

One color imprint on both sides – White – Font in Cooper Black

Side 1 – State of Alabama Silhouette with Heart over Baldwin County

Under State – Line 1: Baldwin County, Alabama

Under State – Line 2: Est. 1809

Side 2 - Line 1: LIFE IS JUST BETTER IN BALDWIN

Line 2: Baldwin County, Alabama

Quantity	Cost Per Item	Set-up Charge	Est. Shipping	Total Cost
500	\$1.55	2 @ \$40.00 ea	150.00	\$1,005.00
1,000	\$1.45	2 @ \$40.00 ea	275.00	\$1,805.00
1,500	\$1.40	2 @ \$40.00 ea	395.00	\$2,575.00

**PROMOTIONAL ITEM #7:**

Pop Socket – Aluminum Laser Engraved – Sapphire Blue with Silver Baldwin County Seal

Quantity	Cost Per Item	Set-up Charge	Freight/Shipping	Total Cost
500	\$6.00	\$35.00	Free	\$3,035.00
1,000	\$5.75	\$35.00	Free	\$5,785.00
1,500	\$5.50	\$35.00	Free	\$8,285.00

**PROMOTIONAL ITEM #8:**

Credit Card Holder for Cell Phone – Mix colors of Red, Green, Blue and Yellow

Logo: State of Alabama Silhouette with heart over Baldwin County.

Above Picture:

Line 1: LIFE IS JUST BETTER IN BALDWIN

Line 2: Baldwin County, Alabama

Line 3: Est. 1809

Below Picture:

[www.baldwincountyal.gov](http://www.baldwincountyal.gov)

Quantity	Cost Per Item	Set-up Charge	Est. Shipping	Total Cost
500	\$0.98	\$55.00	\$38.00	\$583.00
1,000	\$0.98	\$55.00	\$48.00	\$1,083.00
1,500	\$0.98	\$55.00	\$75.00	\$1,600.00

**PROMOTIONAL ITEM #9:**

Post-it Notes – Discounted price if ordered by 6/30/19 – 3x3 – 25 sheets per pad

White paper with one color seal in royal blue

Quantity	Cost Per Item	Set-up Charge	Est. Shipping	Total Cost
500	\$0.30	Included	\$25.00	\$175.00
1,000	\$0.30	Included	\$35.00	\$335.00
1,500	\$0.30	Included	\$50.00	\$500.00

\*\*Post-it Notes – Regular price if ordered after 6/30/19 – 3x3 – 25 sheets per pad

Quantity	Cost Per Item	Set-up Charge	Est. Shipping	Total Cost
500	\$0.35	Included	\$45.00	\$220.00
1,000	\$0.35	Included	\$65.00	\$415.00
1,500	\$0.35	Included	\$85.00	\$610.00

**PROMOTIONAL ITEM #10:**

Eyeglass Wipe Cloths – 5x5 with full color imprint of Baldwin County Seal

Quantity	Cost Per Item	Set-up Charge	Est. Shipping	Total Cost
500	\$0.65	50.00	\$30.00	\$405.00
1,000	\$0.60	50.00	\$40.00	\$690.00
1,500	\$0.55	50.00	\$45.00	\$920.00

**PROMOTIONAL ITEM #11:**

Travel Sewing Kit – 2x3 – Needle, needle threader, thread, buttons, snaps and safety pins

Line 1: LIFE IS JUST BETTER IN BALDWIN

Line 2: [www.baldwincountyal.gov](http://www.baldwincountyal.gov)

Quantity	Cost Per Item	Set-up Charge	Est. Shipping	Total Cost
500	\$0.95	\$55.00	\$72.00	\$602.00
1,000	\$0.92	\$55.00	\$118.00	\$1,093.00
1,500	\$0.90	\$55.00	\$175.00	\$1,580.00

**PROMOTIONAL ITEM #12:**

Insulated Cups (Tervis Type Cups) – Full color insert – 16oz Insulated Tumbler – Includes Matching Lid and Straw – Would Require Truckline Shipping – Quote Provided upon request

Baldwin County Seal in Full Color

Under seal in Blue:

Line 1: LIFE IS JUST BETTER IN BALDWIN

Line 2: [www.baldwincountyal.gov](http://www.baldwincountyal.gov)

Quantity	Cost Per Item	Set-up Charge	Est. Shipping	Total Cost
500	\$4.29	\$50.00	Upon Request	\$2,195.00
1,000	\$4.00	\$50.00	Upon Request	\$4,050.00
1,500	\$3.75	\$50.00	Upon Request	\$5,675.00

# Baldwin County Commission Promotional Items

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Vendor	Address	Emailed	Quotes Received
<b>4Imprint</b>	administrator@4imprint.com	4/18/19	04/25/19
<b>Bay Images</b>	bayimages@bellsouth.net	4/18/19	Unable 05/03/19
<b>Jowess</b>	frances@jowessindustries.com	4/18/19	Unable 05/02/19
<b>Peterson Promotions</b>	peterson@gulftel.com	4/18/19	05/02/19
<b>The Promoter</b>	Wendy@ThePromoter.Biz	4/18/19	05/07/19

We received word from quotes from 4imprint and Peterson Promotions by the requested deadline.  
The Promoter submitted their quote late on 05/07/19.  
Jowess and Bay Images were unable to meet the deadline.

## Email sent to all vendors:

Subject: Baldwin County Promotional Items Quotes

Good morning,

The Baldwin County Commission is interested in purchasing promotional items for distribution to the public. We have attached a list of items with descriptions and would like to ask if your company would be interested in providing quotes on these items for Commissioners to review. We would need quotes for quantities of 500, 1,000 and 1,500 for each of the items and would need quotes no later than Thursday, May 2, 2019, by 12:00, noon.

When providing quotes, please reply to all in this email. Send all quotes and attachments in one email. This helps us with organizing all information from your company to present to Commissioners. If you do not have an item on this list, mark "N/A".

Please let us know if your company is interested in providing quotes.

Thank you,

From: [Peterson Promotions](#)  
To: [Keri Green](#)  
Cc: [Anu Gary](#); [Gloria Bitto](#); [Jeannie M. Peerson](#)  
Subject: <EXTERNAL> Quote on promotional items  
Date: Thursday, May 2, 2019 11:06:38 AM

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22739 Inverness Way  
Foley, AL 36535  
(251)971-3211

**Quotation**

**5-1-19**

**12 oz Coffee mug-white with blue interior and trim**

Imprinted with seal on one side and text on other side

Quantity of 500 - \$3.25 ea

Quantity of 1000 - \$3.00 ea

Quantity of 1500 - \$2.75 ea

Set-up charge \$45.00

Estimated shipping by truck line:

500 - \$250.00

1000 - \$400.00

1500 - \$520.00



**17 oz Mood Cup with one color imprint on both sides**

With seal and text on one side and text on other side. (Brushed nickel imprint not available)

The items change color with ice cold liquids. 5" H x 3 7/16" Diameter

Orange/Tropical Red, Pink/Purple, Green/Blue, Blue/Purple, Yellow/Green, Yellow/Orange, Frosted White/Yellow, Frosted White/Smoke Gray, Frosted White/Blue, Frosted White/Orange, Frosted White/Pink, Frosted White/Red, Frosted White/Purple, Frosted White/Green

Quantity of 500 - .75 ea

Quantity of 1000 - .70 ea

Quantity of 1500 - .65 ea



**Set-up charge \$45.00**

**Estimated shipping:**

**500 – \$40.00**

**1000 - \$75.00**

**1500 - \$115.00**



### **Beverage Insulator –**

**Can mix colors of Red, Green, Blue and Yellow - all with white imprint (on both sides and on bottom)**

**Quantity of 500 - .55 ea**

**Quantity of 1000 - .50 ea**

**Quantity of 1500 - .45 ea**

**Set-up charge - \$40.00**

**Estimated shipping:**

**500 -\$68.00**

**1000 - \$118.00**

**1599 - \$138.00**



### **Click Action Ballpoint pen – bright blue with one color imprint**

**Quantity of 500 - .32 ea**

**Quantity of 1000 - .30 ea**

**Quantity of 1500 - .26 ea**

**Set-up charge - \$40.00**

**Estimated shipping**

**500 - \$25.00**

**1000 - \$50.00**



1500 - \$75.00



**Polyester Lanyard with metal crimp – ½” x 36” with one color imprint on one side**

Attachment options included in price: Metal Bulldog Clip, Metal Swivel Snap Hook, Vinyl Snap with Metal Bulldog Clip, Vinyl Snap, Accessories Loop (choice of one)

Colors available: Black, White, Navy Blue, Royal Blue, Red, Yellow (can mix colors) Green is not available in 36 “, but is offered in a 32” lanyard



Quantity of 500 - \$1.30 ea  
Quantity of 1000 - \$1.22 ea  
Quantity of 1500 - \$1.12 ea  
Set-up charge \$45.00

Estimated shipping:

500 - \$35.00  
1000 - \$55.00  
1500 - \$90.00

**Non Woven Shopper Tote**

Can mix colors of Red, Green, Blue and Yellow - all with one color imprint on both sides

20” wide X 13” high x 8” deep

Quantity of 500 - \$1.55 ea  
Quantity of 1000 - \$1.45 ea

Quantity of 1500 – \$1.40 ea  
2 set-up charges @ \$40.00 ea

Estimated shipping:

500 - \$150.00  
1000 - \$275.00  
1500 - \$395.00



Keri

**PopSockets - colors available: White/Light Gray, White/Black, Black- imprinted in one color (can imprint blue background, but cannot imprint silver on this product).**

Quantity of 500 - \$4.00 ea  
Quantity of 1000 - \$3.75 ea  
Quantity of 1500 - \$3.50 ea  
Set-up charge \$55.00  
Free shipping



**Aluminum PopSocket – colors available: Black, Rose Gold, Sapphire Blue, Ruby Red, Gold, Space Gray**  
**Laser engraved – allowing imprint to come through in silver**

Quantity of 500 - \$6.00 ea  
Quantity of 1000 - \$5.75 ea  
Quantity of 1500 - \$5.50 ea  
Set-up charge \$35.00

**Free shipping**



### **Silicone Mobile Device Pocket**

**Can mix colors of Red, Green, Blue and Yellow**

**Quantities of 500 - 1500 .98 ea**

**Setup charge - \$55.00**

**Estimated shipping:**

**500 - \$38.00**

**1000 - \$48.00**

**1500 - \$75.00**



**3" x 3" Bic Adhesive 25 sheet pad – white – can imprint in 4 color process or just one color**

**Quantities of 500 -1500 .30 each if ordered by 6/30/19**

**Price includes set-up charge**

**Estimated shipping:**

**500 - \$25.00**

**1000 - \$35.00**

**1500 - \$50.00**

**OR**

**3" X 3" Post-it Note 25 sheet pad – white - can also print in 4 color process or just one color**

Quantities of 500 – 1500 .35 each  
Price includes set-up charge

Estimated shipping:

500 - \$45.00

1000 - \$65.00

1500 - \$85.00



**Eyeglass Wipe Cloths – 5" x 5" with full color imprint**

Quantity of 500 - .65 ea

Quantity of 1000 - .60 ea

Quantity of 1500 - .55 ea

Set-up charge \$50.00

Optional Vinyl Pouch .15 each

Estimated shipping:

500 – \$30.00

1000 - \$40.00

1500 - \$45.00



**Travel Sewing Kit - 2" high x 3" wide**

Sewing kit for travel use. Kit includes a needle, needle threader, thread,

buttons, snaps and safety pins. Small enough to keep in travel bag, purse or desk, this kit is ready for any kind of sewing or repair emergency.

Quantity of 500 - .95 ea  
Quantity of 1000 - .92 ea  
Quantity of 1500 - .90 ea  
Set-up charge - \$55.00

Estimated shipping:  
500 - \$72.00  
1000 - \$118.00  
1500 - \$175.00



### Insulated cups

Full color insert in 16 Oz. insulated tumbler. Includes color matching lid and straw

Quantity of 500 - \$4.29 ea  
Quantity of 1000 - \$4.00 ea  
Quantity of 1500 - \$3.75 ea  
Set-up charge \$50.00

Would require truckline shipping – Quote provided upon request



We appreciate the opportunity to quote and would welcome the opportunity to work with you on your promotional items! Please feel free to call me with any questions you may have.

**Thanks!**

**Lorna Peterson**  
**Peterson Promotions**  
**(251)971-3211**  
**[www.petersonpromotions.com](http://www.petersonpromotions.com)**



101 Commerce St  
PO Box 320  
Oshkosh, WI 54901

www.4imprint.com

Toll Free: 877-446-7746

Free Fax: 800-355-5043

**Main Address**

KERI GREEN  
BALDWIN COUNTY COMMISSION  
PO BOX 907  
ROBERTSDALE, AL 36567

**Invoice Address**

Keri Green  
Baldwin County Commission  
PO Box 907  
Robertsdale AL 36567  
USA

**Shipping Address**

Keri Green  
Baldwin County Commission  
PO Box 907  
Robertsdale, AL 36567  
USA  
Tel: 251-972-6817

**Quotation Number:** 17792223

**Quote Date:** April 23, 2019

**Quote Valid Until:** May 23, 2019

**Account No.:** 3769743

**Questions Call:** Liz McGlenn

**Phone:** 877-446-7746 Ext. 8434

**Fax:** 800-355-5043

**Email:** lmcglenn@4imprint.com

**Item** Two-Tone Bistro Mug - 12 oz. - White **Colors** (Mug,Trim): White, Blue

Qty	Item #	Description	Unit \$	Price \$	Total \$
500	1396-WHITE	Two-Tone Bistro Mug - 12 oz. - White	2.8900	1,445.00	1,445.00
1	Set-Up Charge	Set-Up Charge(Per Order Line)	55.0000	55.00	55.00
		Freight		233.83	233.83
				<b>Tax</b>	135.00
					1,868.83

**Artwork Instructions**

Product Color (Base, Trim): White,Blue

Imprint Location: Front & Back

Imprint Colors: Imprint Color to Match Trim

**Item** Two-Tone Bistro Mug - 12 oz. - White **Colors** (Mug,Trim): White, Blue

Qty	Item #	Description	Unit \$	Price \$	Total \$
1,000	1396-WHITE	Two-Tone Bistro Mug - 12 oz. - White	2.7600	2,760.00	2,760.00
1	Set-Up Charge	Set-Up Charge(Per Order Line)	55.0000	55.00	55.00
		Freight		467.65	467.65
				<b>Tax</b>	253.55
					3,536.00

**Artwork Instructions**

Imprint Location: Front & Back

Imprint Colors: Imprint Color to Match Trim

**Item** Two-Tone Bistro Mug - 12 oz. - White **Colors** (Mug,Trim): White, Blue

Qty	Item #	Description	Unit \$	Price \$	Total \$
1,500	1396-WHITE	Two-Tone Bistro Mug - 12 oz. - White	2.6600	3,990.00	3,990.00
1	Set-Up Charge	Set-Up Charge(Per Order Line)	55.0000	55.00	55.00
		Freight		701.48	701.48
				<b>Tax</b>	364.05
					5,110.53

**Artwork Instructions**





101 Commerce St  
PO Box 320  
Oshkosh, WI 54901

www.4imprint.com

Toll Free: 877-446-7746

Free Fax: 800-355-5043

**Quotation Number:** 17792223  
**Quote Date:** April 23, 2019  
**Quote Valid Until:** May 23, 2019  
**Account No.:** 3769743

**Questions Call:** Liz McGlenn  
**Phone:** 877-446-7746 Ext. 8434  
**Fax:** 800-355-5043  
**Email:** lmcglenn@4imprint.com

Imprint Location: Front & Back

Imprint Colors: Imprint Color to Match Trim

Item		Mood Stadium Cup - 17 oz.	Colors	(Cup,Cup w/Cold Liquid): A Color Choice Required, A Color Choice Required		
Qty	Item #	Description	Unit \$	Price \$	Total \$	
500	110198-17	Mood Stadium Cup - 17 oz.	0.7500	375.00	375.00	
1	Set-Up Charge	Set-Up Charge (1st Color)	50.0000	50.00	50.00	
		Freight		15.96	15.96	
				<b>Tax</b>	<b>38.25</b>	
					479.21	

**Artwork Instructions**

Product Color (Base, Trim): A Color Choice Required,A Color Choice Required

Imprint Location: Front & Back

Imprint Colors: Pantone 872C Gold

Item		Mood Stadium Cup - 17 oz.	Colors	(Cup,Cup w/Cold Liquid): A Color Choice Required, A Color Choice Required		
Qty	Item #	Description	Unit \$	Price \$	Total \$	
1,000	110198-17	Mood Stadium Cup - 17 oz.	0.6900	690.00	690.00	
1	Set-Up Charge	Set-Up Charge (1st Color)	50.0000	50.00	50.00	
		Freight		31.92	31.92	
				<b>Tax</b>	<b>66.60</b>	
					838.52	

**Artwork Instructions**

Imprint Location: Front & Back

Imprint Colors: Pantone 872C Gold

Item		Mood Stadium Cup - 17 oz.	Colors	(Cup,Cup w/Cold Liquid): A Color Choice Required, A Color Choice Required		
Qty	Item #	Description	Unit \$	Price \$	Total \$	
1,500	110198-17	Mood Stadium Cup - 17 oz.	0.6800	1,020.00	1,020.00	
1	Set-Up Charge	Set-Up Charge (1st Color)	50.0000	50.00	50.00	
		Freight		47.88	47.88	
				<b>Tax</b>	<b>96.30</b>	
					1,214.18	

**Artwork Instructions**

Imprint Location: Front & Back

Imprint Colors: Pantone 872C Gold



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Item Collapsible KOOZIE®		Colors (Sleeve,Liner): See Below, See Below			
Qty	Item #	Description	Unit \$	Price \$	Total \$
500	3568	Collapsible KOOZIE®	0.8300	415.00	415.00
		125 - Green , Black	0.0000	0.00	0.00
		125 - Red , Black	0.0000	0.00	0.00
		125 - Royal Blue , Black	0.0000	0.00	0.00
		125 - Yellow , Black	0.0000	0.00	0.00
1	Set-Up Charge	Set-Up Charge	55.0000	55.00	55.00
		Freight		13.86	13.86
				<b>Tax</b>	42.30
					526.16

**Artwork Instructions**

Product Color (Base, Trim): See Below, See Below

Imprint Location: Front & Back

Imprint Colors: White

Item Collapsible KOOZIE®		Colors (Sleeve,Liner): See Below, See Below			
Qty	Item #	Description	Unit \$	Price \$	Total \$
1,000	3568	Collapsible KOOZIE®	0.8000	800.00	800.00
		125 - Green , Black	0.0000	0.00	0.00
		125 - Red , Black	0.0000	0.00	0.00
		125 - Royal Blue , Black	0.0000	0.00	0.00
		125 - Yellow , Black	0.0000	0.00	0.00
1	Set-Up Charge	Set-Up Charge	55.0000	55.00	55.00
		Freight		27.85	27.85
				<b>Tax</b>	76.95
					959.80

**Artwork Instructions**

Imprint Location: Front & Back

Imprint Colors: White

Item Collapsible KOOZIE®		Colors (Sleeve,Liner): See Below, See Below			
Qty	Item #	Description	Unit \$	Price \$	Total \$
1,500	3568	Collapsible KOOZIE®	0.7800	1,170.00	1,170.00
		125 - Green , Black	0.0000	0.00	0.00
		125 - Red , Black	0.0000	0.00	0.00
		125 - Royal Blue , Black	0.0000	0.00	0.00
		125 - Yellow , Black	0.0000	0.00	0.00
1	Set-Up Charge	Set-Up Charge	55.0000	55.00	55.00
		Freight		41.65	41.65



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**Tax** 110.25

1,376.90

**Artwork Instructions**

Imprint Location: Front & Back  
Imprint Colors: White

Item	Mardi Gras Pen	Colors	(Barrel,Grip and Clip) : See Below		
Qty	Item #	Description	Unit \$	Price \$	Total \$
500	9764	Mardi Gras Pen	0.3500	175.00	175.00
		500 - Medium Point Black Ink : Blue, Black	0.0000	0.00	0.00
1	Set-Up Charge	Set-Up Charge	15.0000	15.00	15.00
		Freight		10.66	10.66
				<b>Tax</b>	17.10
					217.76

**Artwork Instructions**

Product Color (Base, Trim): Blue,Black  
Imprint Location: Barrel- Beside Clip  
Imprint Colors: To Be Determined

Item	Mardi Gras Pen	Colors	(Barrel,Grip and Clip) : See Below		
Qty	Item #	Description	Unit \$	Price \$	Total \$
1,000	9764	Mardi Gras Pen	0.3200	320.00	320.00
		1000 - Medium Point Black Ink : Blue, Black	0.0000	0.00	0.00
1	Set-Up Charge	Set-Up Charge	15.0000	15.00	15.00
		Freight		17.55	17.55
				<b>Tax</b>	30.15
					382.70

**Artwork Instructions**

Imprint Location: Barrel- Beside Clip  
Imprint Colors: To Be Determined

Item	Mardi Gras Pen	Colors	(Barrel,Grip and Clip) : See Below		
Qty	Item #	Description	Unit \$	Price \$	Total \$
1,500	9764	Mardi Gras Pen	0.3100	465.00	465.00
		1500 - Medium Point Black Ink : Blue, Black	0.0000	0.00	0.00
1	Set-Up Charge	Set-Up Charge	15.0000	15.00	15.00
		Freight		25.06	25.06
				<b>Tax</b>	43.20



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548.26

**Artwork Instructions**

Imprint Location: Barrel- Beside Clip

Imprint Colors: To Be Determined

<div><div></div><div><b>Item</b> Smooth Nylon Lanyard - 1/2" - 36" - Metal Swivel Snap Hook</div><div><b>Colors</b> (Lanyard,Trim): See Below, See Below</div></div>					
Qty	Item #	Description	Unit \$	Price \$	Total \$
500	122061-12-36-MS	Smooth Nylon Lanyard - 1/2" - 36" - Metal Swivel Snap Hook	1.8900	945.00	945.00
		125 - Electric Blue , Black	0.0000	0.00	0.00
		125 - Hunter Green , Black	0.0000	0.00	0.00
		125 - Red , Black	0.0000	0.00	0.00
		125 - Yellow , Black	0.0000	0.00	0.00
1	Set-Up Charge	Set-Up Charge	45.0000	45.00	45.00
		Freight		26.55	26.55
				<b>Tax</b>	89.10
					1,105.65

**Artwork Instructions**

Product Color (Base, Trim): See Below, See Below

Imprint Location: Front - Left & Right

Imprint Colors: White

<div><div></div><div><b>Item</b> Smooth Nylon Lanyard - 1/2" - 36" - Metal Swivel Snap Hook</div><div><b>Colors</b> (Lanyard,Trim): See Below, See Below</div></div>					
Qty	Item #	Description	Unit \$	Price \$	Total \$
1,000	122061-12-36-MS	Smooth Nylon Lanyard - 1/2" - 36" - Metal Swivel Snap Hook	1.8400	1,840.00	1,840.00
		125 - Electric Blue , Black	0.0000	0.00	0.00
		125 - Hunter Green , Black	0.0000	0.00	0.00
		125 - Red , Black	0.0000	0.00	0.00
		125 - Yellow , Black	0.0000	0.00	0.00
1	Set-Up Charge	Set-Up Charge	45.0000	45.00	45.00
		Freight		53.11	53.11
				<b>Tax</b>	169.65
					2,107.76

**Artwork Instructions**

Imprint Location: Front - Left & Right

Imprint Colors: White

<div><div></div><div><b>Item</b> Smooth Nylon Lanyard - 1/2" - 36" - Metal Swivel Snap Hook</div><div><b>Colors</b> (Lanyard,Trim): See Below, See Below</div></div>					
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Qty	Item #	Description	Unit \$	Price \$	Total \$
1,500	122061-12-36-MS	Smooth Nylon Lanyard - 1/2" - 36" - Metal Swivel Snap Hook	1.8000	2,700.00	2,700.00
		125 - Electric Blue , Black	0.0000	0.00	0.00
		125 - Hunter Green , Black	0.0000	0.00	0.00
		125 - Red , Black	0.0000	0.00	0.00
		125 - Yellow , Black	0.0000	0.00	0.00
1	Set-Up Charge	Set-Up Charge	45.0000	45.00	45.00
		Freight		79.66	79.66
				<b>Tax</b>	247.05
					3,071.71

**Artwork Instructions**

Imprint Location: Front - Left & Right

Imprint Colors: White

Item	PopSockets Phone Stand - Full Color	Colors	(Top,Stand): White, Light Gray		
Qty	Item #	Description	Unit \$	Price \$	Total \$
500	126487-FC	PopSockets Phone Stand - Full Color	6.0900	3,045.00	3,045.00
1	Set-Up Charge	Set-Up Charge(Per Order Line)	40.0000	40.00	40.00
		Freight		15.04	15.04
				<b>Tax</b>	277.65
					3,377.69

**Artwork Instructions**

Product Color (Base, Trim): White,Light Gray

Imprint Location: Top

Imprint Colors: Full Color

Special Instructions: Royal Blue with silver imprint

Item	PopSockets Phone Stand - Full Color	Colors	(Top,Stand): White, Light Gray		
Qty	Item #	Description	Unit \$	Price \$	Total \$
1,000	126487-FC	PopSockets Phone Stand - Full Color	5.9900	5,990.00	5,990.00
1	Set-Up Charge	Set-Up Charge(Per Order Line)	40.0000	40.00	40.00
		Freight		26.91	26.91
				<b>Tax</b>	542.70
					6,599.61

**Artwork Instructions**

Imprint Location: Top

Imprint Colors: Full Color

Special Instructions: Royal Blue with silver imprint



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Item		PopSockets Phone Stand - Full Color		Colors	(Top,Stand): White, Light Gray	
Qty	Item #	Description	Unit \$	Price \$	Total \$	
1,500	126487-FC	PopSockets Phone Stand - Full Color	5.9900	8,985.00	8,985.00	
1	Set-Up Charge	Set-Up Charge(Per Order Line)	40.0000	40.00	40.00	
		Freight		41.95	41.95	
				<b>Tax</b>	812.25	
					9,879.20	

**Artwork Instructions**

Imprint Location: Top

Imprint Colors: Full Color

Special Instructions: Royal Blue with silver imprint

Item		Card Caddy Smartphone Wallet		Colors	(Holder,Trim): See Below, See Below	
Qty	Item #	Description	Unit \$	Price \$	Total \$	
500	129916	Card Caddy Smartphone Wallet	0.7900	395.00	395.00	
		125 - Black , Black	0.0000	0.00	0.00	
		125 - Translucent Blue , Translucent Blue	0.0000	0.00	0.00	
		125 - Translucent Lime Green , Translucent Lime Green	0.0000	0.00	0.00	
		125 - Translucent Red , Translucent Red	0.0000	0.00	0.00	
1	Set-Up Charge	Set-Up Charge	60.0000	60.00	60.00	
		Freight		12.99	12.99	
				<b>Tax</b>	40.95	
					508.94	

**Artwork Instructions**

Product Color (Base, Trim): See Below, See Below

Imprint Location: Front

Imprint Colors: White

Item		Card Caddy Smartphone Wallet		Colors	(Holder,Trim): See Below, See Below	
Qty	Item #	Description	Unit \$	Price \$	Total \$	
1,000	129916	Card Caddy Smartphone Wallet	0.7500	750.00	750.00	
		125 - Black , Black	0.0000	0.00	0.00	
		125 - Translucent Blue , Translucent Blue	0.0000	0.00	0.00	
		125 - Translucent Lime Green , Translucent Lime Green	0.0000	0.00	0.00	
		125 - Translucent Red , Translucent Red	0.0000	0.00	0.00	
1	Set-Up Charge	Set-Up Charge	60.0000	60.00	60.00	
		Freight		23.09	23.09	
				<b>Tax</b>	72.90	
					905.99	



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**Artwork Instructions**

Imprint Location: Front  
Imprint Colors: White

Item		Card Caddy Smartphone Wallet		Colors	(Holder,Trim): See Below, See Below	
Qty	Item #	Description	Unit \$	Price \$	Total \$	
1,500	129916	Card Caddy Smartphone Wallet	0.7300	1,095.00	1,095.00	
		125 - Black , Black	0.0000	0.00	0.00	
		125 - Translucent Blue , Translucent Blue	0.0000	0.00	0.00	
		125 - Translucent Lime Green , Translucent Lime Green	0.0000	0.00	0.00	
		125 - Translucent Red , Translucent Red	0.0000	0.00	0.00	
1	Set-Up Charge	Set-Up Charge	60.0000	60.00	60.00	
		Freight		37.25	37.25	
				<b>Tax</b>	103.95	
					1,296.20	

**Artwork Instructions**

Imprint Location: Front  
Imprint Colors: White

Item		Bic Sticky Note - 3" x 3" - 25 Sheet		Colors	(Paper,Trim): White, White	
Qty	Item #	Description	Unit \$	Price \$	Total \$	
500	2385-25	Bic Sticky Note - 3" x 3" - 25 Sheet	0.4500	225.00	225.00	
		Freight		19.17	19.17	
				<b>Tax</b>	20.25	
					264.42	

**Artwork Instructions**

Product Color (Base, Trim): White,White  
Imprint Location: Sheet  
Imprint Colors: Full Color

Item		Bic Sticky Note - 3" x 3" - 25 Sheet		Colors	(Paper,Trim): White, White	
Qty	Item #	Description	Unit \$	Price \$	Total \$	
1,000	2385-25	Bic Sticky Note - 3" x 3" - 25 Sheet	0.4100	410.00	410.00	
		Freight		38.34	38.34	
				<b>Tax</b>	36.90	
					485.24	

**Artwork Instructions**

Imprint Location: Sheet  
Imprint Colors: Full Color





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Item		Bic Sticky Note - 3" x 3" - 25 Sheet		Colors	(Paper,Trim): White, White	
Qty	Item #	Description	Unit \$	Price \$	Total \$	
1,500	2385-25	Bic Sticky Note - 3" x 3" - 25 Sheet	0.4000	600.00	600.00	
		Freight		57.51	57.51	
				<b>Tax</b>	54.00	
					711.51	

**Artwork Instructions**

Imprint Location: Sheet  
Imprint Colors: Full Color

Item		Eyeglass Cleaning Cloth - Opaque		Colors	(Case Top,Case Bottom): White, Gray	
Qty	Item #	Description	Unit \$	Price \$	Total \$	
500	109809-S	Eyeglass Cleaning Cloth - Opaque	1.1900	595.00	595.00	
1	Set-Up Charge	Set-Up Charge	55.0000	55.00	55.00	
		Freight		15.35	15.35	
				<b>Tax</b>	58.50	
					723.85	

**Artwork Instructions**

Product Color (Base, Trim): White,Gray  
Imprint Location: Front  
Imprint Colors: To Be Determined

Item		Eyeglass Cleaning Cloth - Opaque		Colors	(Case Top,Case Bottom): White, Gray	
Qty	Item #	Description	Unit \$	Price \$	Total \$	
1,000	109809-S	Eyeglass Cleaning Cloth - Opaque	1.1700	1,170.00	1,170.00	
1	Set-Up Charge	Set-Up Charge	55.0000	55.00	55.00	
		Freight		32.73	32.73	
				<b>Tax</b>	110.25	
					1,367.98	

**Artwork Instructions**

Imprint Location: Front  
Imprint Colors: To Be Determined

Item		Eyeglass Cleaning Cloth - Opaque		Colors	(Case Top,Case Bottom): White, Gray	
Qty	Item #	Description	Unit \$	Price \$	Total \$	
1,500	109809-S	Eyeglass Cleaning Cloth - Opaque	1.0800	1,620.00	1,620.00	
1	Set-Up Charge	Set-Up Charge	55.0000	55.00	55.00	
		Freight		43.22	43.22	



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**Tax** 150.75

1,868.97

**Artwork Instructions**

Imprint Location: Front

Imprint Colors: To Be Determined

Item			Travel Sewing Kit				Colors		(Kit,Trim): See Below, See Below	
Qty	Item #	Description		Unit \$	Price \$	Total \$				
500	150559	Travel Sewing Kit		2.0900	1,045.00	1,045.00				
		165 - Blue , Blue		0.0000	0.00	0.00				
		165 - Lime , Lime		0.0000	0.00	0.00				
		170 - Red , Red		0.0000	0.00	0.00				
1	Set-Up Charge	Set-Up Charge		40.0000	40.00	40.00				
		Freight			26.16	26.16				
					<b>Tax</b>	97.65				

**Artwork Instructions**

Product Color (Base, Trim): See Below, See Below

Imprint Location: Front

Imprint Colors: Black (Standard)

Item		Travel Sewing Kit		Colors	(Kit,Trim): See Below, See Below	
Qty	Item #	Description		Unit \$	Price \$	Total \$
1,000	150559	Travel Sewing Kit		1.9900	1,990.00	1,990.00
		165 - Blue , Blue		0.0000	0.00	0.00
		165 - Lime , Lime		0.0000	0.00	0.00
		170 - Red , Red		0.0000	0.00	0.00
1	Set-Up Charge	Set-Up Charge		40.0000	40.00	40.00
		Freight			52.31	52.31
					Tax	182.70
						2,265.01

**Artwork Instructions**

Imprint Location: Front

Imprint Colors: Black (Standard)

Item		Travel Sewing Kit				Colors		(Kit,Trim): See Below, See Below		
Qty	Item #	Description			Unit \$	Price \$		Total \$		
1,500	150559	Travel Sewing Kit			1.9200	2,880.00		2,880.00		
		165 - Blue , Blue			0.0000	0.00		0.00		



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	165 - Lime , Lime	0.0000	0.00	0.00
	170 - Red , Red	0.0000	0.00	0.00
1	Set-Up Charge Set-Up Charge	40.0000	40.00	40.00
	Freight		78.47	78.47
			<b>Tax</b>	262.80
				<hr/> 3,261.27

**Artwork Instructions**

Imprint Location: Front  
Imprint Colors: Black (Standard)

**Grand Total** 

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58,068.66

**METHOD OF PAYMENT**

- ☐ We previously ordered from you on open account.  
☐ We are well rated with Dun & Bradstreet. My D & B number is \_\_\_\_\_.  
☐ Please fax us a Credit Application. We understand that our order will not go into production until your application is approved, which may take 2-3 weeks.  
☐ Enclosed is a check in the amount of \$\_\_\_\_\_ payable to 4imprint.  
☐ We will pay by credit card.

**\*\*\*IMPORTANT\*\*\*** To place your order please let your customer service representative know you would like to proceed along with providing any artwork or changes to the quote that are needed. If paying by credit card please call your customer service representative with your credit card details.

Please visit our website - [www.4imprint.com](http://www.4imprint.com)

**Shipment Details**



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**Quotation Number:** 17792223  
**Quote Date:** April 23, 2019  
**Quote Valid Until:** May 23, 2019  
**Account No.:** 3769743

**Questions Call:** Liz McGlenn  
**Phone:** 877-446-7746 Ext. 8434  
**Fax:** 800-355-5043  
**Email:** lmcglenn@4imprint.com

Shipment to	Qty	Item #	Estimated Ship Date	Carrier, service	Estimated Delivery Date	Freight
Address as above.	500	1396-WHITE		UPS Ground CWT	Apr 23 2019	233.83
	1000	1396-WHITE		UPS Ground CWT	Apr 23 2019	467.65
	1500	1396-WHITE		UPS Ground CWT	Apr 23 2019	701.48
	500	110198-17		UPS Ground (Parcel)	Apr 23 2019	15.96
	1000	110198-17		UPS Ground (Parcel)	Apr 23 2019	31.92
	1500	110198-17		UPS Ground (Parcel)	Apr 23 2019	47.88
	500	3568		UPS Ground (Parcel)	Apr 23 2019	13.86
	1000	3568		UPS Ground (Parcel)	Apr 23 2019	27.85
	1500	3568		UPS Ground (Parcel)	Apr 23 2019	41.65
	500	9764		UPS Ground (Parcel)	Apr 23 2019	10.66
	1000	9764		UPS Ground (Parcel)	Apr 23 2019	17.55
	1500	9764		UPS Ground (Parcel)	Apr 23 2019	25.06
	500	122061-12-36-MSS		UPS Ground (Parcel)	Apr 23 2019	26.55
	1000	122061-12-36-MSS		UPS Ground (Parcel)	Apr 23 2019	53.11
	1500	122061-12-36-MSS		UPS Ground (Parcel)	Apr 23 2019	79.66
	500	126487-FC		UPS Ground (Parcel)	Apr 23 2019	15.04
	1000	126487-FC		UPS Ground (Parcel)	Apr 23 2019	26.91
	1500	126487-FC		UPS Ground (Parcel)	Apr 23 2019	41.95
	500	129916		UPS Ground (Parcel)	Apr 23 2019	12.99
	1000	129916		UPS Ground (Parcel)	Apr 23 2019	23.09
	1500	129916		UPS Ground (Parcel)	Apr 23 2019	37.25
	500	2385-25		UPS Ground (Parcel)	Apr 23 2019	19.17
	1000	2385-25		UPS Ground (Parcel)	Apr 23 2019	38.34
	1500	2385-25		UPS Ground (Parcel)	Apr 23 2019	57.51
	500	109809-S		UPS Ground (Parcel)	Apr 23 2019	15.35
	1000	109809-S		UPS Ground (Parcel)	Apr 23 2019	32.73
	1500	109809-S		UPS Ground (Parcel)	Apr 23 2019	43.22
	500	150559		UPS Ground (Parcel)	Apr 23 2019	26.16
	1000	150559		UPS Ground (Parcel)	Apr 23 2019	52.31
	1500	150559		UPS Ground (Parcel)	Apr 23 2019	78.47

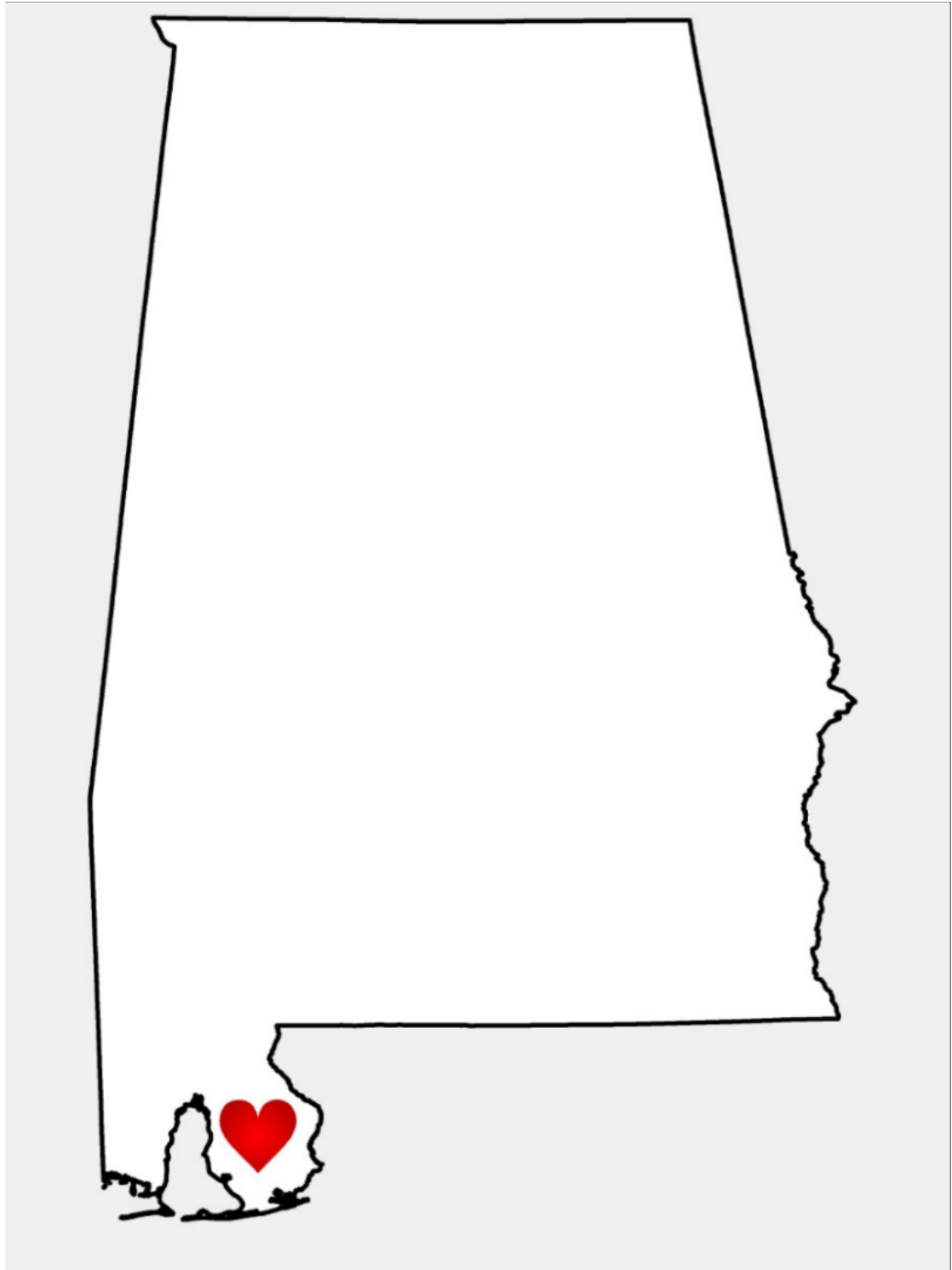
Life is just better in Baldwin.  
**Baldwin County, Alabama**

**Heritage. History. Community.**  
**Baldwin County, Alabama**

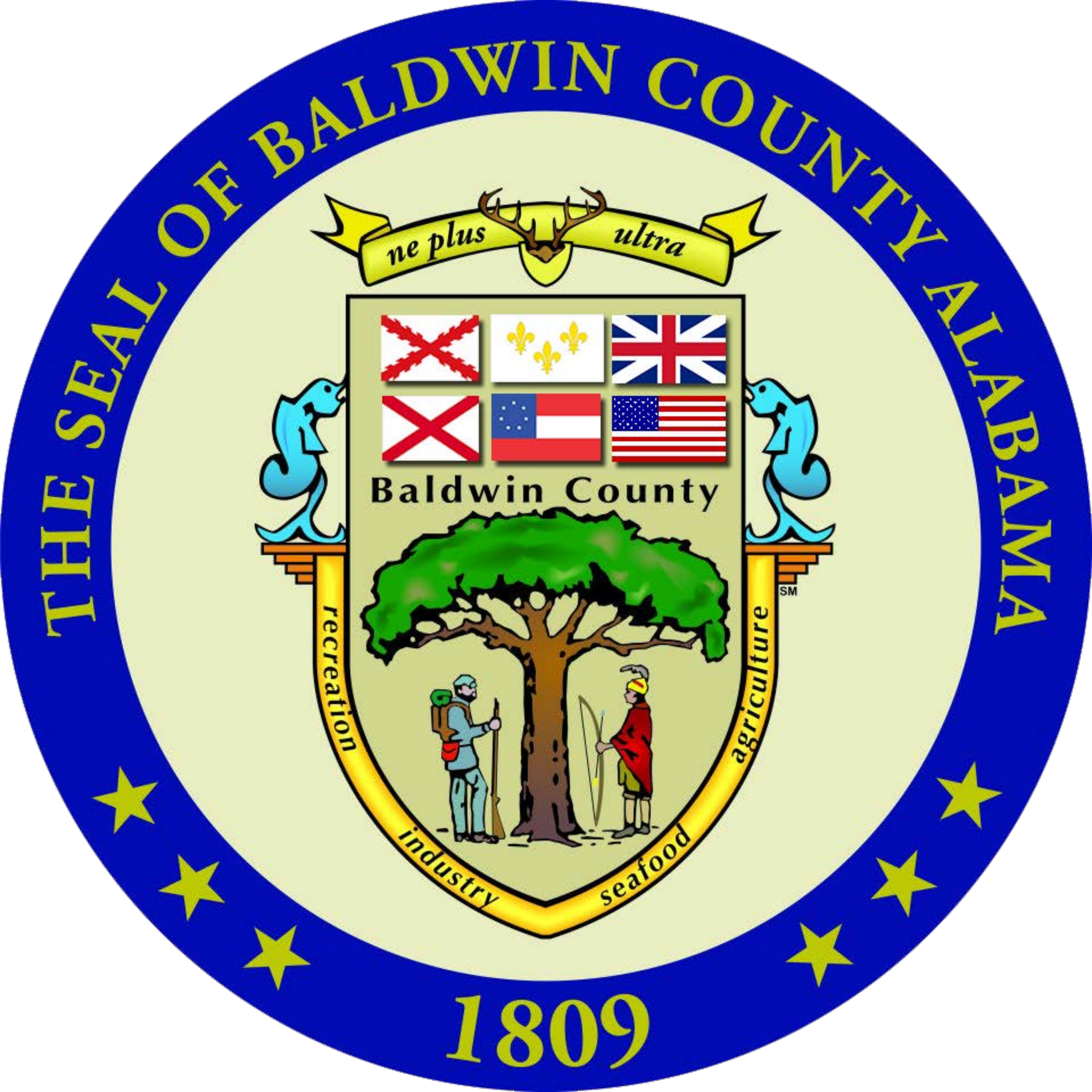
**Not just a county. A community.**  
**Baldwin County, Alabama**

**Baldwin County, Alabama**  
**Est. 1809**

**“A COUNTY OLDER THAN THE STATE”**











**STATE OF ALABAMA** )  
**COUNTY OF BALDWIN** )

***RESOLUTION # 2019-***  
***OF THE***  
***BALDWIN COUNTY COMMISSION***

**PROVIDING FOR AN APPROPRIATION FROM THE “COMMISSION DISCRETIONARY FUND” AS AUTHORIZED BY ACT 363 (1961), AS AMENDED BY ACT 733 (1971), AS FURTHER AMENDED BY ACT NO. 99-413 (1999).**

WHEREAS, Act 363 (1961) [Acts of Alabama, Regular, Special Sessions 1961, Vol. I, p. 383], as amended by Act 733 (1971) [Acts of Alabama, Organizational, Special and Regular Sessions 1971, Vol. II, p. 1448], as further amended by Act No. 99-413 (1999) [Acts of Alabama, Regular Session and First Extraordinary Session 1999, Vol. 2, p. 736], authorizes the county governing body of Baldwin County, Alabama, to appropriate and expend not more than \$25,000.00 per fiscal year for any purpose, not otherwise provided for by law, that is worthy, in the best interest of the county, and promotes the economic well-being of the citizens of the county from a fund as created by the aforementioned Local Acts of the Legislature of Alabama entitled the “Commission Discretionary Fund;” and

WHEREAS, further, the aforementioned Local Acts of the Legislature of Alabama require any appropriation to be authorized only by resolution of this county governing body as spread upon the official minutes of the County Commission of Baldwin County, Alabama.

COMES NOW, this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Acts of the Legislature of Alabama, desiring to appropriate and expend \$ [REDACTED], from the "Commission Discretionary Fund," and in Baldwin County Fiscal Year 2018-2019, to purchase Baldwin County Promotional Items, which is, in the judgment of this honorable county governing body, worthy, in the best interest of the county, and will promote the economic well-being of the citizens of the county by and through the strengthened promotion of Baldwin County, Alabama, within and without said county's borders which will benefit the overall economic largesse of Baldwin County, Alabama, by advertising and promoting its resources, including, but not limited to, its recreational, industrial, seafood and agricultural industries; further, said increased promotion strengthening the furtherance of potential tourist activity benefiting the county's economy; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Acts of the Legislature of Alabama, hereby appropriates and expends \$ [REDACTED] from the "Commission Discretionary Fund" and in Baldwin County Fiscal Year 2018-2019, purchase Baldwin County Promotional Items, which is, in the judgment of this honorable county governing body, worthy, in the best interest of the county, and will promote the economic well-being of the citizens of the county by and through the strengthened promotion of Baldwin County, Alabama, within and without said county's borders which will benefit the overall economic largesse of Baldwin County, Alabama, by advertising and promoting its resources, including, but not limited to, its recreational, industrial, seafood and agricultural industries; further, said increased promotion strengthening the furtherance of potential tourist activity benefiting the county's economy.

FURTHER, BE IT RESOLVED, That this appropriation in no way diminishes the authority of this county governing body to appropriate and expend any other funds, as limited and during Baldwin County Fiscal Year 2018-2019, from the “Commission Discretionary Fund.”

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the [REDACTED] day of [REDACTED], 2019.

Commissioner Charles F. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1203, **Version:** 1

**Item #:** P8

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Billie Jo Underwood, County Commissioner, District 3

**Submitted by:** Keri E. Green, Administrative Support Specialist

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### ITEM TITLE

Discussion of Annual Appropriation of Public Funds

### STAFF RECOMMENDATION

Commissioner Billie Jo Underwood, District 3, wishes to discuss the process and determination of the annual appropriation of public funds to outside entities and any necessary changes to ensure that appropriations are effective in achieving the goals of the Baldwin County Commission.

### BACKGROUND INFORMATION

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

**Background:** Commissioner Billie Jo Underwood, District 3, has requested that the current process for determining annual appropriations of public funds be discussed, including how appropriations are determined, the current process of selecting the entities that are funded, required information from those entities, follow-up on appropriations that are made and any necessary changes that need to be made to ensure that appropriations are effective in achieving the goals of the Baldwin County Commission.

### FINANCIAL IMPACT

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

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

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

### LEGAL IMPACT

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1227, **Version:** 1

**Item #:** P9

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

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

**Submitted by:** Wayne A. Dyess, County Administrator

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### **ITEM TITLE**

Discussion Regarding the Development of a Strategic Plan

### **STAFF RECOMMENDATION**

Authorize staff to prepare Request for Proposals (RFP) and advertise the RFP.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** Adoption of Strategic Plan in 1995, update of Plan in 2005, development of new Strategic Plan in 2006.

#### **Background:**

The Baldwin County Commission first began a strategic planning initiative in 1991, resulting in the adoption of the Baldwin County Strategic Plan and Implementation Document in 1995. An update to that Plan was adopted in 2005. The Baldwin County Commission adopted their last Strategic Plan on November 21, 2006.

A strategic plan is a key management document, providing a road map for our county government through the development of common goals and established agreements around intended outcomes/results. Strategic planning influences how we prioritize and invest our resources as well as gauge our performance and ensure we are delivering quality services to our citizens and visitors.

A strategic plan establishes goals and objectives and associated criteria and standards against which you can determine program performance. It also connects all County departments to overarching goals, objectives and strategies and provides accountability to those goals, objectives and strategies. Strategic planning articulates not only where an organization is going and the actions needed to make progress, but also how it will know if it is successful. A Strategic Plan is living document and is a method to assess and adjust the organization's direction in response to a changing environment.

#### **Benefits of Strategic Plan**

- Establishes priorities on what we will accomplish in the future and communicates to everyone

what is most important.

- Ensures planning and policy development is based on priorities.
- Provides a broad outline for resource allocation; forms the foundation of the County budget based on priorities that reflects service priorities.
- Critical budget decisions regarding the allocation of resources during an annual budget process is evaluated for consistency with and support of the Plan's strategic priorities.
- Forces us to make choices on what we will do and what we will not do.
- Pulls the entire organization together around a single game plan for execution.
- Guides decision-making at all levels.
- Encourages long-term thinking.
- Improves performance and accountability by being able to monitor and report measurable progress on any number of specific outcomes.

Typical Components of Strategic Plan:

**Vision:** What we want to be; a desired future; our best possible future.

**Mission:** The reason we exist; a statement of purpose; why we are in business.

**Values:** How our work is done; the principles that guide the actions, decisions, and behaviors of County representatives at all levels of County government; how we do business.

**Strategic Priorities:** The critical areas that need to be addressed for the County to move toward its vision.

**Goals for Each Priority:** These are the important results that the County expects to achieve its mission and sustain its priorities.

- Objectives for Each Goal. These are the outcomes that are necessary to ensure that the Goals are attained or sustained.
- Deliverables are the specific services, actions strategies, or initiatives that support the objectives.

**Performance Measures:** These are measures of our accomplishments, achievements, outcomes that will indicate progress toward deliverables, and that an impact was made.

**Key Success Indicators:** These are the "big" performance measures for priority outcomes.

Strategic Plan goals and objectives should be developed with consideration and input from the following:

**Community input to gather needs and desires of our citizens through outreach through:**

- Town Hall Meeting with the public
- County Boards and Commissions
- Local Elected Officials, municipal and County
- Baldwin County Commissioners and Directors

**Process to Begin Strategic Plan Development**

- 1) Commission authorization to prepare a Request for Proposals (RFP) through formal agenda item.

- 2) Advertise the RFP in a local paper for 3 weeks, post on County website and notify vendors of the posting.
- 3) Receive the RFP.
- 4) Select a committee (Usually the County Administrator and other directors) to review and grade the RFP's.
- 5) Select the top 3 and have them give a presentation to the committee, or the Commission at a work session (if desired). If we have just one (1) vendor that stands out over the others and the committee all agree then a presentation is not necessary.
- 6) Prepare an agenda for Work Session requesting that the Commission at the next formal meeting award the Contract to the vendor and authorize the Chairman to sign the Contract.
- 7) Take the agenda for award to the Commission meeting.
- 8) A letter is mailed along with the Contract to the successful vendor for execution.
- 9) Contract is returned by the vendor for the Commission to execute.
- 10) Notice to Proceed for work to begin is issued.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** To be Determined

**Budget line item(s) to be used:** 51125 Contract Services

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

### **LEGAL IMPACT**

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

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

**Additional comments:** \$80,000.00 currently budgeted.

### **ADVERTISING REQUIREMENTS**



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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up: County Administrator**

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 19-1221, **Version:** 1

**Item #:** P10

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**Meeting Type:** BCC Work Session

**Meeting Date:** 5/14/2019

**Item Status:** New

**From:** Commissioner Joe Davis, III, Commission District 2; Wayne Dyess, County Administrator; Ron Cink, Budget Director; Donna Bryars, Interim Clerk/Treasurer

**Submitted by:** Anu Gary, Administration/Records Manager

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### **ITEM TITLE**

Baldwin County Investment Policy and Strategy

### **STAFF RECOMMENDATION**

Discussion - Baldwin County investment policy and strategy.

### **BACKGROUND INFORMATION**

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

**Background:** Commissioner Davis wishes to discuss the County's investment policy and strategy.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

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